

SUGGESTED AGENDA

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA**

**MONDAY, OCTOBER 5, 2009
6:00 P.M.**

**201 E. GREEN STREET
TAYLOR COUNTY COURTHOUSE ANNEX
OLD POST OFFICE COMPLEX**

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.

1. Prayer
2. Pledge of Allegiance
3. Approval of agenda
4. Approval of Minutes of August 18, 20, September 8, 10, 14, 21, 22, 2009.

AWARDS/RECOGNITION:

5. **THE BOARD TO CONSIDER ADOPTION OF RESOLUTION OF APPRECIATION TO JIMMY CLYMER FOR HIS VOLUNTEER SERVICES AT THE PERRY-FOLEY AIRPORT.**
6. **THE BOARD TO CONSIDER ADOPTION OF RESOLUTION OF APPRECIATION TO WALTER PAYNE FOR HIS YEARS OF SERVICE ON THE AIRPORT ADVISORY COMMITTEE.**

CONSENT ITEMS:

7. **THE BOARD TO CONSIDER APPROVAL OF EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT (EMPA) CONTRACT, AS AGENDAED BY JEFF MANNING, PUBLIC SAFETY DIRECTOR.**

8. THE BOARD TO CONSIDER APPROVAL OF BID SPECIFICATIONS FOR REQUEST FOR PROPOSALS (RFP) FOR COMMERCIAL REFUSE COLLECTION SERVICES, AS AGENDAED BY JOHN SINGER, ENVIRONMENTAL SERVICES DIRECTOR.
9. THE BOARD TO CONSIDER APPROVAL OF CONTRACT FOR COURTHOUSE CHILLER MAINTENANCE WITH ENGINEERED COOLING SERVICES, INC., AS AGENDAED BY DANNY GRINER, COUNTY BUILDING OFFICIAL.
10. THE BOARD TO CONSIDER APPROVAL OF THE 2009-2010 ANNUAL PLAN OF ACTION FOR THE LIBRARY, AS AGENDAED BY PAMELA GRIGG, LIBRARY DIRECTOR.
11. THE BOARD TO CONSIDER APPROVAL OF PROPOSED MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), AND THE ADOPTION OF A RESOLUTION AUTHORIZING THE CHAIRMAN TO ENTER INTO THE AGREEMENT ON BEHALF OF THE BOARD, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
12. THE BOARD TO CONSIDER APPROVAL OF BID SPECIFICATIONS FOR RFPS FOR GEOTECHNICAL INVESTIGATION SERVICES FOR THE FOLEY ROAD RESURFACING PROJECT, AS AGENDAED BY THE COUNTY ENGINEER.
13. THE BOARD TO CONSIDER APPROVAL OF BID SPECIFICATIONS FOR RFPS FOR GEOTECHNICAL INVESTIGATION SERVICES FOR THE WOODS CREEK ROAD WIDENING AND RESURFACING PROJECT, AS AGENDAED BY THE COUNTY ENGINEER.
14. THE BOARD TO CONSIDER APPROVAL OF BID SPECIFICATIONS FOR RFPS FOR GEOTECHNICAL INVESTIGATION SERVICES FOR THE ROBERTS AMAN ROAD WIDENING AND RESURFACING PROJECT, AS AGENDAED BY THE COUNTY ENGINEER.
15. THE BOARD TO CONSIDER APPROVAL OF CHANGE ORDER NO. TWO TO THE PERRY-FOLEY AIRPORT T-HANGAR CONSTRUCTION PROJECT, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
16. THE BOARD TO CONSIDER APPROVAL OF THE SHIP ANNUAL REPORT FOR FY 2006/2007, AS AGENDAED BY THE GRANTS COORDINATOR.
17. THE BOARD TO RECEIVE LOCAL MITIGATION STRATEGY ANNUAL PROGRESS REPORT, AS AGENDAED BY JAMI BOOTHBY, BUILDING DEPARTMENT TECHNICIAN.

18. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ADVERTISE FOR PUBLIC HEARING TO DISCUSS A MUD BOG SPECIAL EVENT APPLICATION FOR PERRY MUD BOG LLC.

BIDS/PUBLIC HEARINGS:

19. THE BOARD TO HOLD PUBLIC HEARING, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO DETERMINE WHETHER THE COUNTY WILL VACATE, ABANDON, CLOSE AND WILL RENOUNCE AND DISCLAIM ANY AND ALL RIGHT OF THE COUNTY AND THE PUBLIC ON A PORTION OF EZELL BEACH ROAD.
20. THE BOARD TO HOLD PUBLIC HEARING, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE, REGARDING THE PASSAGE OF A PROPOSED ORDINANCE WHICH WAIVES THE ANNUAL APPLICATION REQUIREMENTS FOR AD VALOREM TAX EXEMPTIONS AND AGRICULTURAL CLASSIFICATIONS OF PROPERTY LOCATED IN TAYLOR COUNTY, FLORIDA.
21. THE BOARD TO HOLD PUBLIC HEARING, SET FOR THIS DATE AT 6:20 P.M., OR AS SOON THEREAFTER AS POSSIBLE, REGARDING THE PASSAGE OF A PROPOSED ORDINANCE TO AMEND COUNTY ORDINANCE NO. 2009-10 (GOLF CARTS/STEINHATCHEE).
22. THE BOARD TO CONTINUE PUBLIC HEARING FROM TUESDAY, SEPTEMBER 15, 2009, TO THIS DATE AT 6:25 P.M., OR AS SOON THEREAFTER AS POSSIBLE, REGARDING THE PASSAGE OF A PROPOSED ORDINANCE TO AMEND THE FUTURE LAND USE PLAN MAP OF THE COUNTY'S COMPREHENSIVE PLAN (CPA 09-1 HUTCHINS).

HOSPITAL ITEMS:

23. BILL BRYNES, INTERIM CFO, DOCTOR'S MEMORIAL HOSPITAL, TO APPEAR TO PRESENT UPDATE TO THE BOARD.
24. THE BOARD TO CONSIDER APPROVAL OF INVOICE, IN THE AMOUNT OF \$25,000, FOR EMERGENCY MEDICAL SERVICES (EMS) FOR SEPTEMBER, 2009, AS SUBMITTED BY DMH..

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

PUBLIC REQUESTS:

25. RICK BREER, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA), TO APPEAR TO REQUEST APPROVAL FOR LANCE MANUFACTURING QUALIFIED TARGET INDUSTRY (QTI) PAYMENT FOR FY 2009-2010.
26. GARY KEEN TO APPEAR TO REQUEST THE LIMITED USE OF GOLF CARTS, ATV'S AND BICYCLES IN ALLEYWAY IN STEINHATCHEE.

COUNTY STAFF ITEMS:

27. THE BOARD TO CONSIDER APPROVAL OF CONTRACT FOR PLANNING SERVICES WITH THE NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (NCFRPC) FOR FISCAL YEAR 2009/2010, AS AGENDAED BY THE COUNTY BUILDING OFFICIAL.
28. THE BOARD TO CONSIDER APPROVAL OF ADDENDUM TO GRANT CONTRACT WITH FLORIDA COMMUNITIES TRUST (FCT) FOR THE POSSIBLE ACQUISITION OF THE STEINHATCHEE FISH MARKET, AS AGENDAED BY THE GRANTS COORDINATOR.
29. THE BOARD TO CONSIDER APPROVAL OF BID SPECIFICATIONS FOR RFPS FOR PROCUREMENT OF SERVICES TO PREPARE AND ADMINISTER COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG) AND/OR OTHER FEDERAL HOUSING OR INFRASTRUCTURE RELATED GRANTS, AS AGENDAED BY THE GRANTS COORDINATOR.
30. THE BOARD TO RECEIVE UPDATE ON THE STEINHATCHEE WATERFRONTS FLORIDA PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.
31. THE BOARD TO CONSIDER THE APPOINTMENT OF TWO (2) MEMBERS TO THE LIBRARY ADVISORY BOARD, AS AGENDAED BY THE LIBRARY DIRECTOR.

COUNTY ADMINISTRATOR ITEMS:

32. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

BOARD INFORMATIONAL ITEMS:

Examination and approval of invoices

Motion to adjourn

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT LAWANDA PEMBERTON, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.

Book Type[BOCC] Date[08/18/2009] Time[6:00 P.M.
Book#[54] Minutes#[26] Meeting-Type[REGULAR

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

TUESDAY, AUGUST 18, 2009

6:00 P.M.

THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, MET IN REGULAR SESSION ON THE ABOVE DATE.

PRESENT WERE RUDOLPH PARKER, CHAIRMAN, MARK WIGGINS, PATRICIA PATTERSON, MALCOLM PAGE AND LONNIE HOUCK, A FULL BOARD BEING PRESENT. COUNTY ATTORNEY, CONRAD BISHOP, WAS ALSO PRESENT.

THE BOARD WAS CALLED TO ORDER BY THE CHAIRMAN AND LED IN PRAYER BY COMMISSIONER PATTERSON, FOLLOWED BY PLEDGE OF ALLEGIANCE TO THE FLAG AND BUSINESS TRANSACTED AS FOLLOWS:

UPON MOTION OF COMMISSIONER WIGGINS, WITH SECOND BY COMMISSIONER PATTERSON, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AMENDED AGENDA FOR THIS DATE, AS FOLLOWS:

1. MOVE ITEM NO. 18., THE BOARD TO DISCUSS A REQUEST FOR FUNDING ASSISTANCE FOR TRANSPORTATION FOR PARTICIPANTS IN THE SNAPS PROGRAM, FOR FISCAL YEAR 2008/2009, AS AGENDAED BY THE GRANTS COORDINATOR, TO ITEM NO. 3-A.
2. ADD AS CONSENT ITEM NO. 10-A., THE BOARD TO CONSIDER APPROVAL OF FDLE 2009-2010 EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE GRANT APPLICATION, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
3. ADD AS NEW ITEM NO. 18., DALE ROWELL, DELTA PROFESSIONAL LAND

SERVICES, LLC., TO APPEAR TO DISCUSS DISPOSITION OF DORMAN ROAD
CUL-DE-SAC.

MELODY COX, GRANTS COORDINATOR, DISCUSSED A REQUEST FOR
TRANSPORTATION FUNDING ASSISTANCE FOR PARTICIPANTS IN THE SNAPS
PROGRAM, FOR FY 2008/2009, FROM AUGUST 24, 2009 TO OCTOBER 1,
2009, IN THE AMOUNT OF \$1,320. MS. COX ADVISED THAT IF THE BOARD'S
PROPOSED BUDGET FOR FY 09/10 IS APPROVED, THE BOARD WILL PROVIDE
FUNDING TO THE SNAPS PROGRAM. UPON MOTION OF COMMISSIONER PAGE,
WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE
BOARD AGREED TO PROVIDE FUNDING ASSISTANCE IN THE AMOUNT OF \$1320,
TO THE SNAPS PROGRAM, THROUGH THE BID BEND TRANSIT BUDGET FOR FY
08/09.

CONSENT ITEMS:

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER
PATTERSON, AND BY UNANIMOUS VOTE, THE BOARD APPROVED CONSENT ITEM
NOS. SEVEN (7) THROUGH TEN (10), AS FOLLOWS:

4. THE RELEASE OF FY 08/09 BUDGETED FUNDS, IN THE AMOUNT OF
\$36,143.56, AS REQUESTED BY THE CITY OF PERRY'S COMMUNITY
DEVELOPMENT AGENCY.
5. THE APPROVAL OF THE AIRPORT HAY PROJECT CONTRACT, AS AGENDAED
BY CLAY OLSON, COUNTY EXTENSION DIRECTOR.
6. THE APPROVAL OF THE FOLLOWING ALLOCATION LETTER APPROVING THE
DISTRIBUTION FOR THE FFY 2010 FDLE EDWARD BRYNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM-AMERICAN RECOVERY AND
REINVESTMENT ACT 2009, FOR THE TAYLOR COUNTY COMMUNICATIONS
DISPATCH TECHNOLOGY IMPROVEMENTS PROJECT (\$361,889, TOTAL
ALLOCATION AVAILABLE), AS AGENDAED BY MELODY COX, GRANTS
COORDINATOR:

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

LONNIE HOUCK
District 3

RUDOLPH PARKER
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838 3506 Phone
(850) 838 3519 Fax

JACK R. BROWN, County Administrator
701 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 1677
Perry, Florida 32348
(850) 838 6113 Phone
(850) 584 2433 Fax

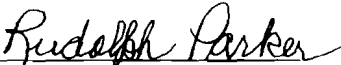
August 10, 2009

Mr. Clayton H. Wilder
Community Program Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Mr. Wilder,

In compliance with State of Florida Rule 11 D-9, F.A.C., Taylor County Board of County Commissioners approves the distribution for \$361,899.00 (total allocation available) of Federal Fiscal Year 2010 for the Edward Byrne Memorial grant Justice Assistance Grant (JAG) Program – American Recovery and Reinvestment Act 2009 – State Solicitation for the following projects within Taylor County.

| <u>Sub grantee City or County</u> | <u>Title of Project</u> | <u>Dollar Amount (Federal Funds)</u> |
|---------------------------------------|--|--|
| Taylor County | Taylor County Communications Dispatch Technology Improvements | \$361,899.00 |


Rudolph Parker Chairman,
Taylor County Board of County Commissioners

7. THE APPROVAL OF THE FOLLOWING NOTICE TO PROCEED FOR PHASE II
OF THE PERRY-FOLEY AIRPORT MARKING AND LIGHTING REHABILITATION
PROJECT, AS AGENDAED BY THE GRANTS COORDINATOR:

NOTICE TO PROCEED

TO: H. L. Pruitt Corporation
501 Wade Street
Winter Springs, Florida 32708

Date: _____, 2009

PROJECT: AIRPORT MARKING AND LIGHTING REHABILITATION
ADDITIVE ALTERNATES NOS. 3, 4, 5, AND 7
AT PERRY FOLEY AIRPORT, PERRY, FLORIDA

You are hereby notified to commence WORK in accordance with the Agreement dated April 21, 2009, on or before August 18, 2009 (NTP) and you are to substantially complete the WORK within 30 calendar days from NTP, on September 17, 2009. Final completion of all WORK will be within 60 calendar days from NTP. The date of completion of all WORK is therefore October 17, 2009. The work included in this Notice To Proceed are Additive Alternates Nos. 3, 4, 5, and 7.

In case of failure on the part of the CONTRACTOR to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by the Taylor County Board of County Commissioners, the County will suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore the CONTRACTOR shall pay to the COUNTY, as liquidated damages, the sum of \$500.00 for each calendar day of delay that actual completion extends beyond the time limit specified until reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the CONTRACTOR.

You are required to return an acknowledge copy of this NOTICE TO PROCEED to the OWNER:
Taylor County Board of County Commissioners, 201 East Green Street, Perry, FL 32347

Taylor County Board of County Commissioners
OWNER

BY: Rudolph Parker
Mr. Rudolph Parker

TITLE: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

H. L. Pruitt Corporation
Company Name

This the ____ day of _____, 20__

Signature

Type of Print Name

Title: _____

GRANT AGREEMENT FOR SAID PROJECT ON FILE WITH THE GRANTS COORDINATOR.

8. THE RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE 2009-2010 GRANT AGREEMENT FOR THE SMALL COUNTY CONSOLIDATED WASTE MANAGEMENT GRANT, AS AGENDAED BY THE GRANTS COORDINATOR. DOCUMENTATION ON FILE WITH THE GRANTS COORDINATOR.

9 THE APPROVAL OF THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES FY 2009/2010 MOSQUITO CONTROL CONTRACT, AS AGENDAED BY THE GRANTS COORDINATOR. DOCUMENTATION ON FILE WITH THE GRANTS COORDINATOR.

10. THE RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE EXECUTED TASK ORDER WITH CASSEUAX, HEWITT AND WALPOLE, TO ASSIST WITH PREPARATION OF PERMIT DRAWINGS FOR THE STEINHATCHEE BOAT RAMP AND MARINA, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

10-A. THE APPROVAL OF FDLE 2009-2010 EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) APPLICATION, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.

SAID DOCUMENTATION ON FILE WITH THE GRANTS COORDINATOR.

BIDS/PUBLIC HEARINGS:

THE BOARD HAVING HERETOFORE ADVERTISED FOR THE SECOND PUBLIC HEARING, FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF A FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) GRANT APPLICATION TO BE USED FOR AN ADDITIONAL PHASE OF THE TAYLOR COUNTY SPORTS COMPLEX PROJECT.

ALL PERSONS PRESENT WERE GIVEN AN OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING SAID GRANT APPLICATION.

KENNETH DUDLEY, COUNTY ENGINEER, APPEARED AND STATED THAT SAID GRANT APPLICATION HAS BEEN AMENDED FOR TWO (2) BASEBALL FIELDS IN

LIEU OF ONE (1) BASEBALL FIELD AND THE RESTROOM PORTION OF THE CONSESSION STAND. IT WAS REQUESTED THAT THE GRANT NOT BE JEOPARDIZED IN ORDER TO MAKE THE SUGGESTED CHANGES TO THE APPLICATION. THAT THE GRANT APPLICATION (\$200,000 WITH NO COUNTY MATCH REQUIRED) IS DUE ON SEPTEMBER 15, 2009.

NO PERSONS PRESENT IN THE AUDIENCE MADE ANY COMMENT REGARDING SAID GRANT APPLICATION.

AFTER DISCUSSION AND UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER PATTERSON, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE GRANT APPLICATION, WITH THE COUNTY ENGINEER AND THE GRANTS COORDINATOR, WORKING TO MAXIMIZE THE FUNDS RECEIVED.

THE BOARD HAVING HERETOFORE ADVERTISED FOR THE SECOND PUBLIC HEARING, FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF A FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) GRANT APPLICATION TO BE USED FOR PARK FACILITY DEVELOPMENT FOR KEATON BEACH, FLORIDA.

ALL PERSONS PRESENT WERE GIVEN AN OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING SAID GRANT APPLICATION.

MELODY COX, GRANTS COORDINATOR, ADVISED OF REVISION TO THE GRANT APPLICATION IE:

- PARKING
- SECURITY LIGHTING
- PICNIC AREA
- HISTORICAL KIOSK TO BE LOCATED AT THE ARCHAEOLOGICAL SITE
- SMALL BASEBALL FIELD
- VOLLEYBALL COURT
- SMALL PLAYGROUND

THAT THE RESTROOM PROJECT HAS BEEN REMOVED AS FLORIDA BOATING IMPROVEMENT FUNDS WILL FUND SAME IN FY 2010/2011, AS WELL AS THE

REMAINDER OF THE PARKING.

NO PERSONS PRESENT IN THE AUDIENCE MADE ANY COMMENT REGARDING SAID GRANT APPLICATION.

AFTER DISCUSSION AND UPON MOTION OF COMMISSIONER WIGGINS, WITH SECOND BY COMMISSIONER HOUCK, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE GRANT APPLICATION (\$200,000 WITH NO COUNTY MATCH). SAID GRANT APPLICATION TO BE PRESENTED AT THE NEXT REGULAR MEETING OF THE BOARD FOR APPROVAL.

THE BOARD CONTINUED A PUBLIC HEARING FROM MONDAY, AUGUST 3, 2009, TO THIS DATE AT 6:20 P.M., OR AS SOON THEREAFTER AS POSSIBLE, REGARDING THE PASSAGE OF A PROPOSED ORDINANCE TO AMEND THE FUTURE LAND USE PLAN MAP OF THE COUNTY'S COMPREHENSIVE PLAN (CPA 09-1 HUTCHINS).

AT THE REQUEST OF DR. HUTCHINS, THE PUBLIC HEARING THIS DATE WAS CONTINUED TO A DATE AND TIME CERTAIN OF TUESDAY, SEPTEMBER 2, 2009, AT 6:30 P.M.

HOSPITAL ITEMS:

BILL BRYNES, INTERIM CFO, DOCTORS' MEMORIAL HOSPITAL (DMH) APPEARED TO PRESENT THE BID COMMITTEE RECOMMENDATION FOR THE DIGITAL MAMMOGRAPHY EQUIPMENT PROJECT. MR. BRYNES ADVISED THAT AFTER THE PURCHASE OF SAID EQUIPMENT, THERE WILL BE ENOUGH FUNDING FROM THE \$2.5M FUNDING FROM THE COUNTY TO DMH FOR THE PURCHASE OF THREE (3) PIECES OF EQUIPMENT, TO PURCHASE A CLOSED MRI.

DR. KENNETH HUTCHINS APPEARED AND STATED THAT THE BOARD NEEDS TO BE PROGRESSIVE IN ORDER TO RECRUIT PHYSICIANS AND TO GUARANTEE FUTURE REVENUE FOR DMH, AND RECOMMENDED THAT THE BOARD SECURE THE FUNDING TO PURCHASE AN OPEN MRI, AS MANY WILL GO ELSEWHERE IN ORDER TO USE AN OPEN MRI IN LIEU OF A CLOSED MRI.

BOBBY EDWARDS, DMH BOARD MEMBER, DISCUSSED THE TIME SPENT BY THE DMH BOARD IN STUDYING THE BIDS RECEIVED, AND THE URGENCY OF THE EQUIPMENT PURCHASE.

AFTER DISCUSSION AND UPON MOTION OF COMMISSIONER PATTERSON, WITH SECOND BY COMMISSIONER PAGE, AND BY UNANIMOUS VOTE, THE BOARD AWARDED THE BID FOR THE DIGITAL MAMMOGRAPHY EQUIPMENT PROJECT, TO HOLOGIC, IN THE AMOUNT OF \$332,050.

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

NONE

PUBLIC REQUESTS:

STEVEN MINNIS, DIRECTOR OF GOVERNMENTAL AFFAIRS, SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD), APPEARED TO PRESENT THE "STATE OF THE RESOURCE" DISTRICT ACTIVITY UPDATE. MR. MINNIS PRESENTED A CHECK IN THE AMOUNT OF \$2602.23, FOR PAYMENT IN LIEU OF TAXES.

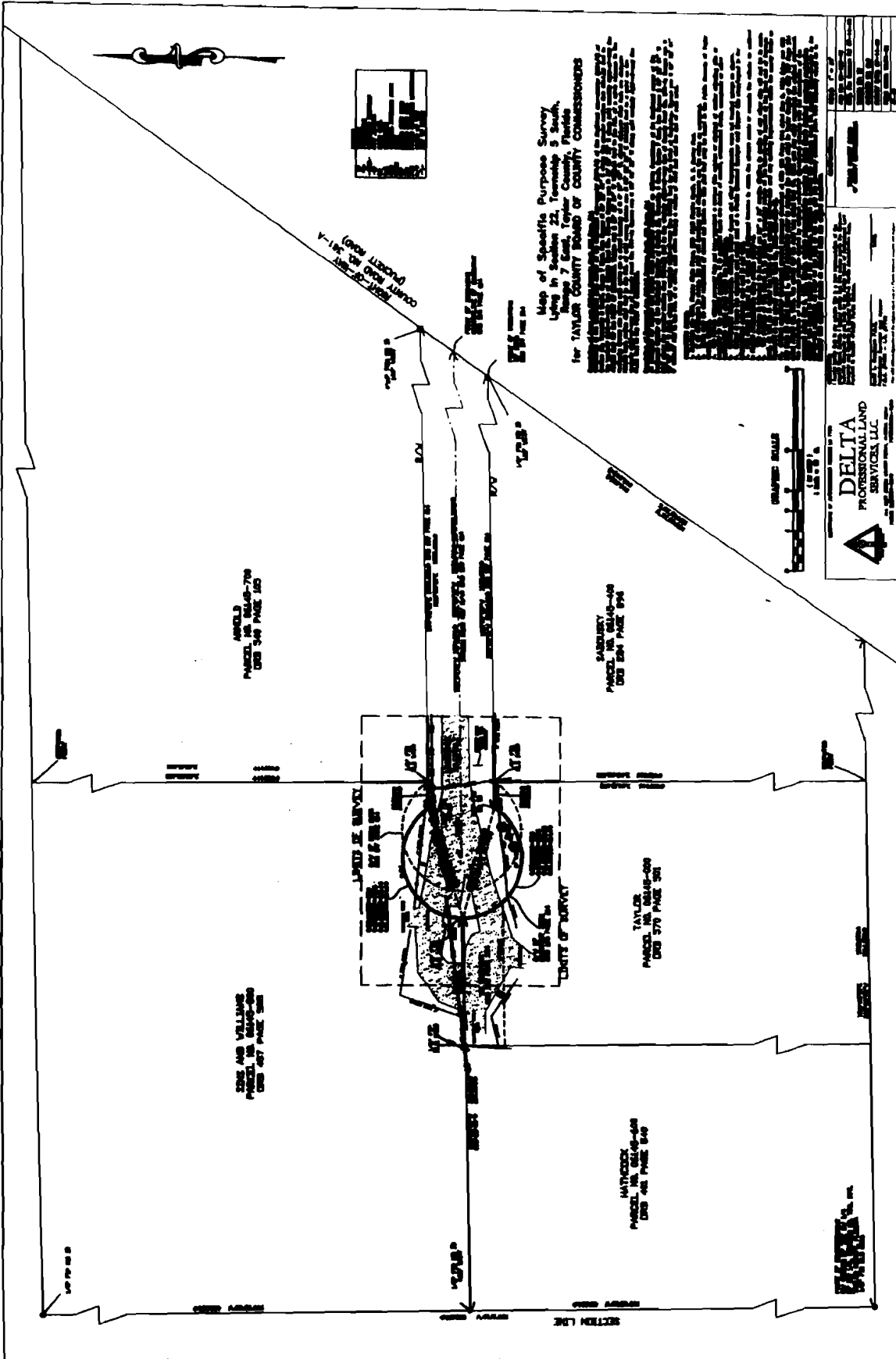
EVELIN RAMIREZ, THE BOARD'S LIASON TO THE US DEPARTMENT OF COMMERCE AND THE US CENSUS BUREAU, APPEARED TO REQUEST PARTICIPATION FROM THE BOARD AS A 2010 CENSUS PARTNER. THAT THE COUNTY IS BEING REQUESTED TO APPOINT A "COMPLETE COUNT COMMITTEE" TO BE USED AS A COMMUNITY OUTREACH TOOL TO ADVISE CITIZENS OF THE IMPORTANCE OF RETURNING CENSUS QUESTIONNAIRES WHICH WILL BE MAILED IN MARCH, 2010. MS. RAMIREZ DISCUSSED COMMUNITY FUNDING THAT IS BASED ON CENSUS RESPONSE, AND THE IMPACTS TO THE COUNTY BY CENSUS QUESTIONNAIRES NOT BEING COMPLETED AND RETURNED. THAT TAYLOR COUNTY ONLY HAD A 47% RESPONSE RATE IN 2000. THAT ANY INFORMATION RECEIVED BY THE CENSUS BUREAU IS NOT PUBLIC INFORMATION AND REMAINS SEALED FOR SEVENTY-TWO (72) YEARS. IT WAS A CONSENSUS OF THE BOARD TO

APPOINT SAID COMMITTEE, AND IT WAS STATED THAT LAWANDA PEMBERTON, ASSISTANT COUNTY ADMINISTRATOR, AND COMMISSIONER PATTERSON ARE WORKING ON MEMBERS TO THE COMMITTEE, TO BE PRESENTED TO THE BOARD AT A LATER DATE.

COUNTY STAFF ITEMS:

UPON MOTION OF COMMISSIONER WIGGINS, WITH SECOND BY COMMISSIONER PAGE, AND BY UNANIMOUS VOTE, THE BOARD APPROVED A REQUEST TO PURCHASE RADIO CONSOLES FOR THE COMMUNICATIONS CENTER, FROM WILLIAMS COMMUNICATIONS (STATE CONTRACT), IN THE AMOUNT OF \$82,619.00, AS AGENDAED BY RENA' COURTNEY, 911 COORDINATOR.

DALE ROWELL, DELTA PROFESSIONAL LAND SERVICES, LLC., APPEARED TO DISCUSS DISPOSITION OF THE DORMAN ROAD CUL-DE-SAC. MR. ROWELL STATED THAT THERE IS A GAP BETWEEN THE DEED AND THE COUNTY'S EASEMENT THAT OVERLAPS WITH THE LANDOWNER. UPON MOTION OF COMMISSIONER WIGGINS, WITH SECOND BY COMMISSIONER PAGE, AND BY UNANIMOUS VOTE, THE BOARD VOTED TO RE-LOCATE THE CUL-DE-SAC TO THE SOLID LINE SURVEY AND ON THE LAND DESCRIPTION IN THE EASEMENT. SAID SURVEY MAP IS AS FOLLOWS:



ARVELL
PARCEL NO. 0245-770
DDB 348 PAGE 105

SONS AND VILLIAMS
PARCEL NO. 0245-280
DDB 407 PAGE 108

SANDREY
PARCEL NO. 0245-410
DDB 284 PAGE 874

TAYLOR
PARCEL NO. 0245-090
DDB 370 PAGE 301

HATCOCK
PARCEL NO. 0245-640
DDB 401 PAGE 140

Map of Specific Purpose Survey
Using the Section 22, Township 9 South,
County of Taylor, Texas, as shown on the
for TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

DELTA
PROFESSIONAL LAND
SERVICES, L.L.C.

15000 N. ...
DALLAS, TEXAS 75244

PHONE: 972.346.1100
FAX: 972.346.1101
WWW.DELTALANDSERVICES.COM

THE BOARD REQUESTED THAT ALL AFFECTED PROPERTY OWNERS BE NOTIFIED.

COUNTY ADMINISTRATOR ITEMS:

LAWANDA PEMBERTON, ASSISTANT COUNTY ADMINISTRATOR, GAVE AN UPDATE ON THE CONDITION OF COUNTY ADMINISTRATOR, JACK BROWN.

JEFF MANNING, PUBLIC SAFETY DIRECTOR, APPEARED AND ADVISED THAT TROPICAL DEPRESSION ANNA IS A RAIN EVENT ONLY, WITH NO WIND. THAT HE WILL CONTINUE TO MONITOR THE STORM.

MS. PEMBERTON ADVISED THAT CONGRESSMAN ALLEN BOYD HAS SECURED A \$1M GRANT TO BE USED FOR THE PERRY-FOLEY AIRPORT.

MS. PEMBERTON ADVISED THAT FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) HAS APPROVED ONE (1) GOLF CART CROSSING IN STEINHATCHEE, AT 1ST. AVENUE SE AND SR 51. THAT THE OTHER TWO (2) REQUESTED CROSSINGS WERE DENIED. IT WAS STATED THAT THE COUNTY'S ORDINANCE WILL HAVE TO BE AMENDED LISTING ONLY THE 1 CROSSING. IT WAS A CONSENSUS OF THE BOARD TO ACCEPT FDOT'S PROPOSAL IN WRITING.

BOBBY LEWIS, IS DIRECTOR, APPEARED AND STATED THAT THE COUNTY'S E-MAIL SERVER WILL BE DOWN FROM WEDNESDAY, AUGUST 19, UNTIL THURSDAY, AUGUST 20, IN ORDER TO MIGRATE THE E-MAIL SERVER. THAT THERE WILL BE NO E-MAIL ACCESS UNTIL COMPLETION.

IT WAS A CONSENSUS OF THE BOARD FOR MS. PEMBERTON TO FILL JACK BROWN'S POSITION ON THE MRI BID COMMITTEE.

MS. PEMBERTON ADVISED THAT THE BOARD WILL RECEIVE AGENDA ITEMS FOR THE REGULAR WORKSHOP ON TO BE HELD ON TUESDAY, AUGUST 25, 2009.

THAT THERE IS A FARM BUREAU MEETING AT 6:30 P.M. AT THE CATHOLIC PARRISH HALL ON THAT DATE, AND STATED THAT ALL AGENDA ITEMS MAY NOT BE HEARD, DUE TO SAID TIME FRAME.

MS. PEMBERTON ADVISED THAT THE MARINE AGENT POSITION WILL BE DISCUSSED AT THE BOARD'S REGULAR MEETING ON SEPTEMBER 1.

AFTER EXAMINATION OF THE CURRENT BILLS BY THE BOARD, COMMISSIONER WIGGINS MOVED, WITH SECOND BY COMMISSIONER PATTERSON, AND UNANIMOUSLY PASSED BY THE BOARD, THAT THE MONTHLY BILLS BE APPROVED AS FOLLOWS:

| FUND | WARRANT NOS. |
|----------------------|-----------------------------------|
| GENERAL REVENUE FUND | 038229 THROUGH 038339 INCLUSIVE |
| ROAD AND BRIDGE FUND | 5010638 THROUGH 5010662 INCLUSIVE |

AND THAT THE CHAIRMAN AND THE CLERK BE AUTHORIZED TO ISSUE COUNTY WARRANTS COVERING SAME.

THE HOUR BEING APPROXIMATELY 8:00 P.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER PAGE MADE A MOTION, WITH SECOND BY COMMISSIONER WIGGINS, TO ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
RUDOLPH PARKER, CHAIRMAN

ATTEST:

ANNIE MAE MURPHY, CLERK

Book Type[BOCC] Date[08/20/2009] Time[6:00 P.M.
Book#[54] Minutes#[28] Meeting-Type[SPECIAL

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

THURSDAY, AUGUST 20, 2009

6:00 P.M.

THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, MET IN SPECIAL SESSION ON THE ABOVE DATE.

PRESENT WERE RUDOLPH PARKER, CHAIRMAN, MARK WIGGINS, PATRICIA PATTERSON, MALCOLM PAGE AND LONNIE HOUCK, A FULL BOARD BEING PRESENT. COUNTY ATTORNEY, CONRAD BISHOP, WAS ALSO PRESENT.

THE BOARD WAS CALLED TO ORDER BY THE CHAIRMAN AND LED IN PRAYER BY COMMISSIONER PATTERSON, FOLLOWED BY PLEDGE OF ALLEGIANCE TO THE FLAG AND BUSINESS TRANSACTED AS FOLLOWS:

THE CHAIRMAN STATED THAT THE PUPOSE OF THE MEETING THIS DATE IS TO DISCUSS THE POSSIBLE GRANT SUBMITTAL FOR RAILROAD SERVICE EXTENSION TO THE LIME ROCK MINES IN THE WESTERN PORTION OF THE COUNTY.

THE BOARD DISCUSSED WITH THE COUNTY ATTORNEY, THE BOARD'S POLICY AND PROCEDURE REQUIREMENTS WITH REGARDS TO HOLDING A PUBLIC HEARING ON SUBMITTAL OF THESE TYPE GRANT APPLICATIONS. THE COUNTY ATTORNEY STATED THAT THE BOARD CAN HEAR THE PRESENTATION AND COULD DECIDE AT THE CONCLUSION OF THE MEETING TO SET THE PUBLIC HEARING.

RICK BREER, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA), INTRODUCED

REPRESENTATIVE LEONARD BEMBRY, PRESENT AT THE MEETING THIS DATE. MR. BREER DISCUSSED THE TIGER DISCRETIONARY GRANTS PROGRAM UNDER THE U.S. DEPARTMENT OF TRANSPORTATION (DOT), AND STATED THAT THE COUNTY WILL BE IN THE RAILROAD BUSINESS. THAT 265 JOBS WILL BE CREATED FOR ONE (1) YEAR, AT \$30 TO \$40 PER HOUR. THAT THERE WILL BE 110 MINING EMPLOYEE POSITIONS PLUS ADDITIONAL RAILROAD EMPLOYEE POSITIONS, WITH 150+ DIRECT JOBS WITHIN THREE (3) YEARS. THAT DOT WILL MANAGE THE GRANTS FUNDS ONLY, WITH THE COUNTY APPLYING FOR THE GRANT, PERMITTING ETC., AND CONTRACTING WITH CONTRACTORS TO PERFORM THE WORK. GARRETT BENDER, ASCOT DEVELOPMENT, APPEARED AND STATED THAT THE GRANT APPLICATION IS COMPLETE AND CAN BE MAILED AT ANY TIME. IT WAS STATED THAT ANY COUNTY ATTORNEY FEES CAN BE TAKEN FROM GRANT FUNDS, AND IN THE EVENT THE GRANT IS NOT APPROVED, MR. BENDER STATED HE HAS NO PROBLEM WITH PAYING FOR ANY COUNTY ATTORNEY FEES SO THAT TAYLOR COUNTY TAXPAYERS WILL NOT BE LIABLE. MR. BREER REQUESTED BOARD APPROVAL OF THE GRANT APPLICATION AND THEN TO HOLD PUBLIC HEARINGS TO RECEIVE INPUT FROM THE CITIZENS OF TAYLOR COUNTY REGARDING THE PROJECT, AS THE GRANT APPLICATION IS DUE SEPTEMBER 15, 2009.

THE BOARD FURTHER STATED THAT ALL PARTIES HAVING LIMEROCK, ETC. ON THEIR PROPERTY SHOULD HAVE THE OPPORTUNITY TO SECURE AN ACCESS SPUR TO THE ROUTE FROM THEIR PROPERTY. THAT A LARGE SCALE ROUTE MAP WILL BE AVAILABLE IN THE EVENT OF A PUBLIC HEARING ON THIS MATTER.

AFTER DISCUSSION, AND UPON MOTION OF COMMISSIONER PATTERSON, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD AGREED TO SCHEDULE TWO (2) PUBLIC HEARING DATES, FRIDAY, SEPTEMBER 4, 2009 AT 6:00 P.M., AND TUESDAY, SEPTEMBER 8, 2009 AT 6:00 P.M., TO ALLOW THE BOARD AND THE PUBLIC AN OPPORTUNITY TO DISCUSS AND DECIDE IF THE BOARD IS GOING TO MAKE APPLICATION FOR A U. S.

DEPARTMENT OF TRANSPORTATION: TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER) GRANT. SAID GRANT FOR THE PERRY RAIL EXTENSION PROJECT.

CLAY BETHEA APPEARED AND STATED THAT THIS IS A GOOD OPPORTUNITY FOR TAYLOR COUNTY, AND STATED HIS SUPPORT AS A MEMBER OF THE TOURISM DEVELOPMENT COUNCIL (TDC).

THE HOUR BEING APPROXIMATELY 7:40 P.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER PATTERSON MADE A MOTION, WITH SECOND BY COMMISSIONER PAGE, TO ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____

RUDOLPH PARKER, CHAIRMAN

ATTEST:

ANNIE MAE MURPHY, CLERK

Book Type[BOCC] Date[09/08/2009] Time[6:00 P.M.
Book#[54] Minutes#[31] Meeting-Type[SPECIAL

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE, THIRD FLOOR COURTROOM

M I N U T E S

TUESDAY, SEPTEMBER 8, 2009

6:00 P.M.

THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, MET IN SPECIAL SESSION ON THE ABOVE DATE.

PRESENT WERE RUDOLPH PARKER, CHAIRMAN, MARK WIGGINS, PATRICIA PATTERSON, MALCOLM PAGE AND LONNIE HOUCK, A FULL BOARD BEING PRESENT. COUNTY ATTORNEY, CONRAD BISHOP, WAS PRESENT. CONNIE MCBRIDE, COURT REPORTER, WAS ALSO PRESENT.

THE BOARD WAS CALLED TO ORDER BY THE CHAIRMAN AND LED IN PRAYER BY COMMISSIONER PATTERSON, FOLLOWED BY PLEDGE OF ALLEGIANCE TO THE FLAG AND BUSINESS TRANSACTED AS FOLLOWS:

UPON MOTION OF COMMISSIONER PATTERSON, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD AGREED TO PROCEED WITH THE PUBLIC HEARING THIS DATE.

THE BOARD HAVING HERETOFORE ADVERTISED FOR PUBLIC HEARING, FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO ALLOW THE BOARD AND THE PUBLIC AN OPPORTUNITY TO DISCUSS AND DECIDE IF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA WILL MAKE APPLICATION FOR THE US DEPARTMENT OF TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER) GRANT. SAID GRANT TO BE USED

FOR THE PERRY RAIL EXTENSION PROJECT.

ALL PERSONS PRESENT WERE GIVEN AN OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING SAID GRANT APPLICATION.

THE CHAIRMAN READ A BRIEF STATEMENT ADVISING OF THE LOCATION OF THE RAILROAD AND OF THE PROCEDURES FOR THE PUBLIC HEARING.

SEVERAL PERSONS APPEARED AND DISCUSSED THE PROPOSED TIGER GRANT APPLICATION.

THE BOARD DISCUSSED THE PROPOSED TIGER GRANT APPLICATION.

DANNY GRINER, COUNTY BUILDING OFFICIAL, APPEARED AND ADVISED THAT NO MINING PERMITS ARE PENDING.

NO OTHER PERSONS PRESENT MADE ANY COMMENT REGARDING THE TIGER GRANT APPLICATION.

IT WAS ADVISED THAT THE SECOND PUBLIC HEARING REGARDING THE TIGER GRANT APPLICATION WILL BE HELD ON THURSDAY, SEPTEMBER 10, 2009 AT 6:00 P.M.

THE HOUR BEING APPROXIMATELY 7:30 P.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER WIGGINS MADE A MOTION, WITH SECOND BY COMMISSIONER PATTERSON, TO ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
RUDOLPH PARKER, CHAIRMAN

ATTEST:

ANNIE MAE MURPHY, CLERK

Book Type[BOCC] Date[09/10/2009] Time[6:00 P.M.
Book#[54] Minutes#[32] Meeting-Type[SPECIAL

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA
COURTHOUSE, THIRD FLOOR COURTROOM

M I N U T E S

THURSDAY, SEPTEMBER 10, 2009

6:00 P.M.

THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, MET IN SPECIAL SESSION ON THE ABOVE DATE.

PRESENT WERE RUDOLPH PARKER, CHAIRMAN, MARK WIGGINS, PATRICIA PATTERSON, MALCOLM PAGE AND LONNIE HOUCK, A FULL BOARD BEING PRESENT. COUNTY ATTORNEY, CONRAD BISHOP, WAS PRESENT. CONNIE MCBRIDE, COURT REPORTER, WAS ALSO PRESENT.

THE BOARD WAS CALLED TO ORDER BY THE CHAIRMAN AND LED IN PRAYER BY COMMISSIONER PATTERSON, FOLLOWED BY PLEDGE OF ALLEGIANCE TO THE FLAG AND BUSINESS TRANSACTED AS FOLLOWS:

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER PATTERSON, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AGENDA FOR THIS DATE, AS SUBMITTED.

THE HAVING HERETOFORE ADVERTISED FOR PUBLIC HEARING, FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO ALLOW THE BOARD AND THE PUBLIC AN OPPORTUNITY TO DISCUSS AND DECIDE IF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA WILL MAKE APPLICATION FOR A US DEPARTMENT OF TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER) GRANT.

SAID GRANT FOR THE PERRY RAIL EXTENSION PROJECT.

ALL PERSONS PRESENT WERE GIVEN AN OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING SAID GRANT APPLICATION.

REPRESENTATIVES FROM PERRY PINES LLC, ANDERSON COLUMBIA, TAYLOR COUNTY DEVELOPMENT AUTHORITY, FLORIDA DEPARTMENT OF TRANSPORTATION, FOLEY TIMBER & LANDS, AS WELL AS PERSONS PRESENT IN THE AUDIENCE, APPEARED TO DISCUSS THE PROPOSED TIGER GRANT APPLICATION AND THE RAILROAD PROJECT.

NO OTHER PERSONS PRESENT MADE ANY COMMENT REGARDING THE PROPOSED TIGER GRANT APPLICATION.

THE COUNTY ATTORNEY QUESTIONED WHETHER THE BOARD WISHES TO HAVE THESE PUBLIC HEARINGS TRANSCRIBED. UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER PATTERSON, AND BY UNANIMOUS VOTE, THE BOARD VOTED TO HAVE BOTH PUBLIC HEARINGS TRANSCRIBED.

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER PATTERSON, AND BY UNANIMOUS VOTE, THE BOARD AGREED TO APPLY FOR THE US DEPARTMENT OF TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER) GRANT TO BE USED FOR THE PERRY RAIL EXTENSION PROJECT.

THERE BEING NO FURTHER BUSINESS, COMMISSIONER HOUCK MADE A MOTION,
WITH SECOND BY COMMISSIONER PAGE, TO ADJOURN. THE MOTION TO
ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
RUDOLPH PARKER, CHAIRMAN

ATTEST:

ANNIE MAE MURPHY, CLERK

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

MONDAY, SEPTEMBER 14, 2009

5:00 P.M.

THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, MET IN SPECIAL SESSION ON THE ABOVE DATE.

PRESENT WERE RUDOLPH PARKER, CHAIRMAN, MARK WIGGINS, PATRICIA PATTERSON, MALCOLM PAGE AND LONNIE HOUCK, A FULL BOARD BEING PRESENT. COUNTY FINANCE DIRECTOR, TAMMY TAYLOR, WAS ALSO PRESENT.

THE BOARD WAS CALLED TO ORDER BY THE CHAIRMAN AND LED IN PRAYER BY COMMISSIONER PATTERSON, FOLLOWED BY PLEDGE OF ALLEGIANCE TO THE FLAG AND BUSINESS TRANSACTED AS FOLLOWS:

UPON MOTION OF COMMISSIONER PATTERSON, WITH SECOND BY COMMISSIONER WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AGENDA, AS SUBMITTED.

FIRST PUBLIC HEARING ON MILLAGE AND BUDGET FOR FY 2009/2010:

THE CLERK DISCUSSED AND STATED THAT THE FOLLOWING CERTIFICATES MUST BE APPROVED BY SEPTEMBER 15, 2009.

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER PATTERSON, AND BY UNANIMOUS VOTE, THE BOARD APPROVED EXECUTION OF

THE CERTIFICATES OF NON-AD VALOREM ASSESSMENT, APPROVING THE 2009 ASSESSMENT ROLLS FOR WARRIOR CREEK SUBDIVISION, OCEAN POND SUBDIVISION, DEERWOOD AT THE BEACHES SUBDIVISION, STRICKLAND'S LANDING SUBDIVISION, OAKRIDGE ESTATES UNIT ONE SUBDIVISION, BOWDEN SUBDIVISION, STEINHATCHEE ACRES SUBDIVISION, GULF COAST SUBDIVISION, SCALLOP BAY SUBDIVISION AND CEDAR ISLAND EAST SUBDIVISION, AND THE 2009 SOLID WASTE ASSESSMENT ROLL.

IT WAS STATED THAT THE ASSESSMENT RATES FOR EACH SUBDIVISION FOR FY 2009-2010 WILL BE SET WITH THE ADOPTION OF THE FINAL ASSESSMENT RESOLUTIONS AT THE SECOND AND FINAL BUDGET PUBLIC HEARING ON MONDAY, SEPTEMBER 21, 2009.

SAID ASSESSMENT ROLLS AND SOLID WASTE ASSESSMENT ROLL BEING ON FILE IN THE TAX COLLECTOR'S OFFICE.

THE BOARD HAVING HERETOFORE ADVERTISED FOR THE FIRST PUBLIC HEARING ON THE TENTATIVE BUDGET AND MILLAGE RATES FOR FY 2009/2010 FOR THIS DATE AT 5:01 P.M., WHICH WAS ACCOMPLISHED BY THE MAILING OF THE TRIM NOTICES.

TAMMY TAYLOR, COUNTY FINANCE DIRECTOR, GAVE A BRIEF OVER-VIEW AND PRESENTED A HAND-OUT ON THE TENTATIVE BUDGET AND MILLAGE FOR SAID FISCAL YEAR.

THAT THE TENTATIVE BUDGET WILL REQUIRE A TAX MILLAGE TO BE LEVIED AS FOLLOWS: GENERAL REVENUE FUND 7.0113 MILLS BASED ON A COUNTY WIDE VALUATION OF \$1,358,826,998, AS CERTIFIED BY THE COUNTY PROPERTY APPRAISER, AND A MSTU MILLAGE OF 1.1215 MILLS, BASED ON AN UNINCORPORATED VALUATION OF \$1,105,911,916, AS CERTIFIED BY THE COUNTY PROPERTY APPRAISER. THE GENERAL FUND ROLLED-BACK RATE IS 7.3714 MILLS. THE MSTU ROLLED-BACK RATE IS 1.1894 MILLS.

THE ABOVE AGGREGATE MILLAGE LEVIES REPRESENT A 5.01% DECREASE BELOW THE ROLLED-BACK RATE.

THEREUPON, AT THE TIME AND PLACE AS ADVERTISED, A HEARING WAS HAD FOR THE PURPOSE OF HEARING COMPLAINTS AND REQUESTS FROM THE PUBLIC, REGARDING THE TENTATIVE BUDGET AND MILLAGE FOR THE FISCAL YEAR 2009/2010.

THE FOLLOWING SPOKE IN OBJECTION TO CAPITAL FUNDS GOING TO THE SPORTS COMPLEX PROJECT INSTEAD OF A BOAT RAMP PROJECT IN STEINHATCHEE, AS THE SPORTS COMPLEX IS "A WANT" AND THE BOAT RAMP IS "A NEED":

ED WESSELS

JIM ZURBRICK

DEAN FOWLER

AUDREY SWITALSKI

RHODA MOEHRING

LINDA WICKER

GLEN SENTER

UPON THE COMPLETION OF THE PRESENTATION BY THE COUNTY FINANCE DIRECTOR, COMMISSIONER PAGE MADE A MOTION TO ADOPT A TENTATIVE MILLAGE RATE, BY RESOLUTION, OF 7.0113 MILLS ON THE COUNTY WIDE VALUATION TO BE USED IN THE GENERAL FUND. THE MOTION WAS SECONDED BY COMMISSIONER PATTERSON, AND PASSED BY UNANIMOUS VOTE OF THE BOARD.

COMMISSIONER PATTERSON MADE A MOTION, WITH SECOND BY COMMISSIONER WIGGINS, TO ADOPT A TENTATIVE MILLAGE RATE, BY RESOLUTION, OF 1.1215 MILLS ON THE UNINCORPORATED PROPERTY VALUATION TO BE USED IN THE MSTU FUND, AND THAT THE TENTATIVE BUDGET INCLUDES A DEBT SERVICE FUND IN THE AMOUNT AS HERETOFORE STATED, WHICH REQUIRES NO MILLAGE LEVY. THE MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD. SAID MILLAGE RESOLUTION IS AS FOLLOWS:

RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR TAYLOR COUNTY FOR FISCAL YEAR 2009/2010; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Taylor County, Florida, on September 14, 2009 adopted Fiscal Year 2009/2010 Tentative Millage Rates following a Public Hearing as required by Florida Statute 200.065.

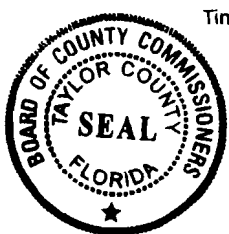
WHEREAS, the Board of County Commissioners of Taylor County, Florida, held a Public Hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Taylor County has been certified by the County Property Appraiser to the Board of County Commissioners as \$1,358,826,998, based on a County-wide valuation, and as \$1,105,911,916, based on an unincorporated valuation.

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

1. The FY 2009/2010 operating millage rate is 7.0113 mills on the County-wide valuation (General Fund), and 1.1215 mills on the unincorporated valuation (MSTU), which is less than the rolled-back rate of 7.3714 and 1.1894 mills, by 5.01%, (aggregate).
2. - The voted debt service millage is -0-.
3. This resolution will take effect immediately upon its adoption.

DULY ADOPTED at a Public Hearing this 14th. Day of September, 2009.
Time Adopted 5:01 PM



ATTEST:
Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA
BY: *Rudolph Parker*
RUBOLPH PARKER, Chairman

AFTER DUE AND CAREFUL CONSIDERATION BY THE BOARD, AND UPON MOTION OF COMMISSIONER HOUCK, WITH SECOND BY COMMISSIONER PATTERSON, AND BY UNANIMOUS VOTE, THE BOARD APPROVED, BY RESOLUTION, THE FOLLOWING TENTATIVE BUDGET FOR FY 2009/2010:

| | |
|---------------------------------|-----------------|
| GENERAL FUND | \$20,751,383.00 |
| AIRPORT FUND | 267,949.00 |
| BOATING & IMPROVEMENT | 87,000.00 |
| ROAD & BRIDGE FUND | 2,710,879.00 |
| SECONDARY ROAD PAVING FUND | 3,685,776.00 |
| MSTU FUND | 2,483,814.00 |
| SOLID WASTE FUND | 1,436,503.00 |
| LANDFILL FUND | 878,000.00 |
| MSBU FUNDS (SUBDIVISIONS) | 344,909.00 |
| SHIP GRANT FUNDS | 832,953.00 |
| SALES TAX REVENUE FUND | 3,141,500.00 |
| SCOP/SCRAP ROAD PAVING | 7,130,747.00 |
| DEBT SERVICE FUND | 2,112,914.00 |
| AIRPORT ENTERPRISE FUND | 210,000.00 |
| TOURISM DEVELOPMENT TRUST | 270,000.00 |
| TOURISM DEV INFRASTRUCTURE | 81,000.00 |
| SM CO COURTHOUSE SECURITY GRANT | 373,000.00 |

SAID FUNDS AGGREGATING A TOTAL AMOUNT OF \$46,798,327.00.

SAID RESOLUTION IS AS FOLLOWS:

RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR TAYLOR COUNTY FOR FISCAL YEAR 2009/2010; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Taylor County, Florida, on, September 14, 2009, held a Public Hearing as required by Florida Statute 200.065; and

WHEREAS, the Board of County Commissioners of Taylor County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2009/2010 in the amount of \$ 46,798,327.

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

- 1. The Fiscal Year 2009/2010 Tentative Budget be adopted.
- 2. This resolution will take effect immediately upon its adoption.

DULY ADOPTED at a Public Hearing this 14th. Day of September, 2009.

Time Adopted 5:01 PM



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: Rudolph Parker
RUDOLPH PARKER, Chairman

ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

THE CLERK ANNOUNCED THAT THE SECOND AND FINAL BUDGET PUBLIC HEARING FOR FY 2009/2010, WILL BE HELD ON MONDAY, SEPTEMBER 21, 2008, AT 5:01 P.M.

THE CLERK FURTHER ADVISED THAT THE REQUIRED NOTICES REGARDING THE SECOND AND FINAL PUBLIC HEARING WILL BE ADVERTISED IN THE PERRY NEWSPAPERS ISSUE OF FRIDAY, SEPTEMBER 18, 2009.

SAID NOTICES ARE AS FOLLOWS, TO WIT:

NOTICE OF BUDGET HEARING

The Taylor County Board of County Commissioners has tentatively adopted a budget for 2009/2010. A public hearing to make a FINAL DECISION on the budget AND TAXES will be held on

Monday, September 21, 2009

5:01 P.M.

at

201 East Green Street
Administrative Complex
Perry, Florida 32347

THE HOUR BEING APPROXIMATELY 6:05 P.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER PAGE MADE A MOTION, WITH SECOND BY COMMISSIONER PATTERSON, TO ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____

RUDOLPH PARKER, CHAIRMAN

ATTEST:

ANNIE MAE MURPHY, CLERK

Book Type[BOCC] Date[09/21/2009] Time[5:00 P.M.
Book#[54] Minutes#[] Meeting-Type[SPECIAL

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

MONDAY, SEPTEMBER 21, 2009

5:00 P.M.

THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, MET IN SPECIAL SESSION ON THE ABOVE DATE.

PRESENT WERE RUDOLPH PARKER, CHAIRMAN, MALCOLM PAGE, PATRICIA PATTERSON, LONNIE HOUCK AND MARK WIGGINS, A FULL BOARD BEING PRESENT. COUNTY FINANCE DIRECTOR, TAMMY TAYLOR, WAS ALSO PRESENT.

THE BOARD WAS CALLED TO ORDER BY THE CHAIRMAN AND LED IN PRAYER BY COMMISSIONER PATTERSON, FOLLOWED BY PLEDGE OF ALLEGIANCE TO THE FLAG AND BUSINESS TRANSACTED AS FOLLOWS:

UPON MOTION OF COMMISSIONER WIGGINS, WITH SECOND BY COMMISSIONER HOUCK, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AGENDA, AS SUBMITTED.

SECOND AND FINAL PUBLIC HEARING ON MILLAGE AND BUDGET FOR FY

2009/2010:

THE BOARD HAVING HERETOFORE ADVERTISED FOR THE SECOND AND FINAL PUBLIC HEARING ON THE BUDGET AND MILLAGE FOR FY 2009/2010, FOR THIS DATE AT 5:01 P.M.

THE CLERK ADVISED THE BOARD THAT THE REQUIRED NOTICE OF THIS SECOND

AND FINAL PUBLIC HEARING ON THE BUDGET AND MILLAGE FOR FY 2009-2010 HAS BEEN ADVERTISED, AS PROVIDED, IN THE FRIDAY, SEPTEMBER 18, 2009 ISSUE OF THE PERRY NEWS HERALD. THE BOARD HAD HERETOFORE, AT A MEETING HELD ON MONDAY, SEPTEMBER 14, 2009, ORDERED AND CAUSED THE TENTATIVE BUDGET AND MILLAGE FOR FY 2009/2010 ADVERTISED, AND NOTICE OF PUBLIC HEARING ON SAME FOR THIS DATE AT 5:01 P.M. TAMMY TAYLOR, COUNTY FINANCE DIRECTOR, PRESENTED THE FOLLOWING OVERALL BUDGET BY FUND, FOR THE BOARD'S CONSIDERATION:

| | |
|---------------------------------|-----------------|
| GENERAL FUND | \$20,751,383.00 |
| AIRPORT FUND | 267,949.00 |
| BOATING & IMPROVEMENT | 87,000.00 |
| ROAD & BRIDGE FUND | 2,710,879.00 |
| SECONDARY ROAD PAVING FUND | 3,685,776.00 |
| MSTU FUND | 2,483,814.00 |
| SOLID WASTE FUND | 1,436,503.00 |
| LANDFILL FUND | 878,000.00 |
| MSBU FUNDS (SUBDIVISIONS) | 344,909.00 |
| SHIP GRANT FUNDS | 832,953.00 |
| SALES TAX REVENUE FUND | 3,141,500.00 |
| SCOP/SCRAP ROAD PAVING | 7,130,747.00 |
| DEBT SERVICE FUND | 2,112,914.00 |
| AIRPORT ENTERPRISE FUND | 210,000.00 |
| TOURISM DEVELOPMENT TRUST | 270,000.00 |
| TOURISM DEV INFRASTRUCTURE | 81,000.00 |
| SM CO COURTHOUSE SECURITY GRANT | 373,000.00 |

SAID FUNDS AGGREGATING A TOTAL AMOUNT OF \$46,798,327.00.

THAT THE BUDGET AS LISTED ABOVE WILL REQUIRE A TAX MILLAGE TO BE LEVIED AS FOLLOWS: GENERAL REVENUE FUND 7.0113 MILLS BASED ON A COUNTY WIDE VALUATION OF \$1,358,826,998, AS CERTIFIED BY THE COUNTY PROPERTY APPRAISER, AND A MSTU MILLAGE OF 1.1215 MILLS, BASED ON AN UNINCORPORATED VALUATION OF \$1,105,911,916, AS CERTIFIED BY THE COUNTY PROPERTY APPRAISER. THE GENERAL FUND ROLLED-BACK RATE IS 7.3714 MILLS. THE MSTU ROLLED-BACK RATE IS 1.1894 MILLS.

THE ABOVE AGGREGATE MILLAGE LEVIES REPRESENT A 5.01% DECREASE BELOW THE ROLLED-BACK RATE.

THEREUPON, AT THE TIME AND PLACE AS ADVERTISED, A HEARING WAS HAD FOR THE PURPOSE OF HEARING COMPLAINTS AND REQUESTS FROM THE PUBLIC, REGARDING THE BUDGET AND MILLAGE FOR THE FY 2009/2010.

NO ONE FROM THE PUBLIC MADE ANY COMMENT ON SAID BUDGET AND MILLAGE.

UPON THE COMPLETION OF THE PRESENTATION BY THE COUNTY FINANCE DIRECTOR, COMMISSIONER PATTERSON MADE A MOTION, WITH SECOND BY COMMISSIONER HOUCK, TO ADOPT A MILLAGE RATE, BY RESOLUTION, OF 7.0113 MILLS ON THE COUNTY WIDE VALUATION TO BE USED IN THE GENERAL REVENUE FUND. THE MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD. COMMISSIONER HOUCK MADE A MOTION, WITH SECOND BY COMMISSIONER WIGGINS, TO ADOPT A MILLAGE RATE, BY RESOLUTION, OF 1.1215 MILLS ON THE UNINCORPORATED PROPERTY VALUATION, TO BE USED IN THE MSTU FUND. THE MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD. SAID MILLAGE RESOLUTION IS AS FOLLOWS:

RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR TAYLOR COUNTY FOR FISCAL YEAR 2009/2010; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Taylor County, Florida, on September 21, 2009 adopted Fiscal Year 2009/2010 Final Millage Rates following a Public Hearing as required by Florida Statute 200.065.

WHEREAS, the Board of County Commissioners of Taylor County, Florida, held a Public Hearing as required by Florida Statute 200.065; and

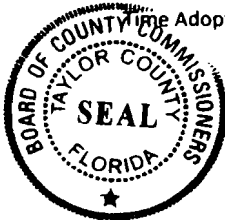
WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Taylor County has been certified by the County Property Appraiser to the Board of County Commissioners as \$1,358,826,998, based on a County-wide valuation, and as \$1,105,911,916, based on an unincorporated valuation..

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

1. THE FY 2009/2010 operating millage rate is 7.0113 mills on the County-wide valuation (General Fund), and 1.1215 mills on the unincorporated valuation (MSTU), which is less than the rolled-back rate of 7.3714 and 1.1894 mills, by 5.01% (aggregate).
2. The voted debt service millage is -0-.
3. This resolution will take effect immediately upon its adoption.

DULY ADOPTED at a Public Hearing this 21st. Day of September, 2009.

Time Adopted 5:01PM



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: Rudolph Parker
RUDOLPH PARKER, Chairman

ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

THAT THE BUDGET INCLUDES A DEBT SERVICE FUND, IN THE AMOUNT HERETOFORE STATED, WHICH REQUIRES NO MILLAGE LEVY.

THE BOARD DISCUSSED THE ADOPTION OF FINAL ASSESSMENT RESOLUTIONS FOR FY 2009/2010, TO SET THE MSBU ASSESSMENT RATE FOR WARRIOR CREEK SUBDIVISION, DEERWOOD AT THE BEACHES SUBDIVISION AND OCEAN POND SUBDIVISION, AT \$35.00 PER LOT/PER YEAR, STRICKLAND'S LANDING SUBDIVISION AT \$50.00 PER LOT/PER YEAR, OAKRIDGE ESTATES UNIT ONE SUBDIVISION, AT \$45.00 PER LOT/PER YEAR, BOWDEN SUBDIVISION AT \$83.94 PER LOT/PER YEAR, STEINHATCHEE ACRES SUBDIVISION AT \$291.59 PER LOT/PER YEAR, CEDAR ISLAND EAST SUBDIVISION AT \$800 ADMINISTRATIVE FEE, SCALLOP BAY SUBDIVISION AT \$313.19 PER LOT/PER YEAR AND GULF COAST ESTATES SUBDIVISION AT \$320.70 PER LOT/PER YEAR. UPON MOTION OF COMMISSIONER WIGGINS, WITH SECOND BY COMMISSIONER PAGE, AND BY UNANIMOUS VOTE, THE BOARD ADOPTED THE FINAL RATE ASSESSMENT RESOLUTIONS FOR FY 2009/2010, FOR THE ABOVE LISTED SUBDIVISIONS, AS FOLLOWS:

FINAL ASSESSMENT RESOLUTION
FOR
WARRIOR CREEK SUBDIVISION

WHEREAS, the Board of County Commissioners did on February 21, 1995, adopt County Ordinance 95-1 creating a M.S.B.U. Special Assessment for Warrior Creek Subdivision, and

WHEREAS, said County Ordinance provides that upon adoption of the Special Assessment Roll, a Final Assessment Resolution will be adopted for the fiscal year, and

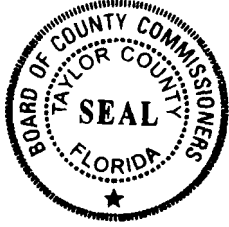
WHEREAS, no objections were presented at the Public Hearing, and

WHEREAS, the Board having determined after receiving a letter from the County Engineer that a Special Assessment of \$35.00 be levied per lot and/or parcel per year, for the repairs and maintenance of the public road right-of-ways in the Warrior Creek Subdivision.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida does hereby confirm the initial Assessment Resolution heretofore adopted on February 21, 1995, and does hereby establish a Maximum Assessment Rate of \$35.00 on each lot and/or parcel in the Fiscal Year 2009-2010.

BE IT FURTHER RESOLVED that the 2009 Assessment Roll is hereby approved and that the uniform method for collecting non-ad valorem assessments is hereby approved, pursuant to Sec. 197.3632(3)(a) F.S.

DONE AND ORDERED in special session at Perry, Taylor County, Florida, this 21st. day of September, 2009.



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: Rudolph Parker
RUDOLPH PARKER, Chairman

ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

The above resolution was adopted and approved by the following vote:

Yea-~~Nay~~ - Comr. Malcolm Page

Yea-~~Nay~~ - Comr. Mark Wiggins

Yea-~~Nay~~ - Comr. Lonnie Houck

Yea-~~Nay~~ - Comr. Rudolph Parker

Yea-~~Nay~~ - Comr. Patricia Patterson

Malcolm Page
Mark Wiggins
Lonnie Houck
Rudolph Parker
Patricia Patterson

FINAL ASSESSMENT RESOLUTION
FOR
DEERWOOD AT THE BEACHES SUBDIVISION

WHEREAS, the Board of County Commissioners did on February 21, 1995, adopt County Ordinance 95-2 creating a M.S.B.U. Special Assessment for Deerwood at the Beaches Subdivision, and

WHEREAS, said County Ordinance provides that upon adoption of the Special Assessment Roll, a Final Assessment Resolution will be adopted for the fiscal year, and

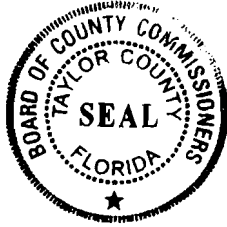
WHEREAS, no objections were presented at the Public Hearing, and

WHEREAS, the Board having determined after receiving a letter from the County Engineer that a Special Assessment of \$35.00 be levied per lot and/or parcel per year, for the repairs and maintenance of the public road right-of-ways in the Deerwood at the Beaches Subdivision.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida does hereby confirm the initial Assessment Resolution heretofore adopted on February 21, 1995, and does hereby establish a Maximum Assessment Rate of \$35.00 on each lot and/or parcel in the Fiscal Year 2009-2010.

BE IT FURTHER RESOLVED that the 2009 Assessment Roll is hereby approved and that the uniform method for collecting non-ad valorem assessments is hereby approved, pursuant to Sec. 197.3632(3)(a) F.S.

DONE AND ORDERED in special session at Perry, Taylor County, Florida, this 21st. day of September, 2009.



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: Rudolph Parker
RUDOLPH PARKER, Chairman

ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

The above resolution was adopted and approved by the following vote:

- Yea-~~Nay~~ - Comr. Malcolm Page Malcolm Page
- Yea-~~Nay~~ - Comr. Mark Wiggins Mark Wiggins
- Yea-~~Nay~~ - Comr. Lonnie Houck Lonnie Houck
- Yea-~~Nay~~ - Comr. Rudolph Parker Rudolph Parker
- Yea-~~Nay~~ - Comr. Patricia Patterson [Signature]

FINAL ASSESSMENT RESOLUTION
FOR
OCEAN POND SUBDIVISION

WHEREAS, the Board of County Commissioners did on March 19, 1996, adopt County Ordinance 96-6 creating a M.S.B.U. Special Assessment for Ocean Pond Subdivision, and

WHEREAS, said County Ordinance provides that upon adoption of the Special Assessment Roll, a Final Assessment Resolution will be adopted for the fiscal year, and

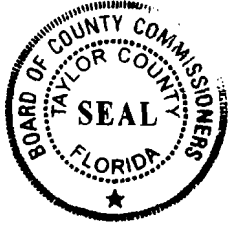
WHEREAS, no objections were presented at the Public Hearing, and

WHEREAS, the Board having determined after receiving a letter from the County Engineer that a Special Assessment of \$35.00 be levied per lot and/or parcel per year, for the repairs and maintenance of the public road right-of-ways in the Ocean Pond Subdivision.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida does hereby confirm the initial Assessment Resolution heretofore adopted on March 19, 1996, and does hereby establish a Maximum Assessment Rate of \$35.00 on each lot and/or parcel in the Fiscal Year 2009-2010.

BE IT FURTHER RESOLVED that the 2009 Assessment Roll is hereby approved and that the uniform method for collecting non-ad valorem assessments is hereby approved, pursuant to Sec. 197.3632(3)(a) F.S.

DONE AND ORDERED in special session at Perry, Taylor
County, Florida, this 21th. day of September, 2009.



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: Rudolph Parker
RUDOLPH PARKER, Chairman

ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

The above resolution was adopted and approved by the
following vote:

- Yea-~~Nay~~ - Comr. Malcolm Page
- Yea-~~Nay~~ - Comr. Mark Wiggins
- Yea-~~Nay~~ - Comr. Lonnie Houck
- Yea-~~Nay~~ - Comr. Rudolph Parker
- Yea-~~Nay~~ - Comr. Patricia Patterson

Malcolm Page
Mark Wiggins
Lonnie Houck
Rudolph Parker
Patricia Patterson

FINAL ASSESSMENT RESOLUTION
FOR
STRICKLAND'S LANDING SUBDIVISION

WHEREAS, the Board of County Commissioners did on February 2, 1998, adopt County Ordinance 98-1 creating a M.S.B.U. Special Assessment for Strickland's Landing Subdivision, and

WHEREAS, said County Ordinance provides that upon adoption of the Special Assessment Roll, a Final Assessment Resolution will be adopted for the fiscal year, and

WHEREAS, no objections were presented at the Public Hearing, and

WHEREAS, the Board having determined after receiving a letter from the County Engineer that a Special Assessment of \$50.00 be levied per lot and/or parcel per year, for the repairs and maintenance of the public road right-of-ways and the installation, repairs and maintenance of streetlights, in the Strickland's Landing Subdivision.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida does hereby confirm the initial Assessment Resolution heretofore adopted on February 2, 1998 and does hereby establish a Maximum Assessment Rate of \$50.00 on each lot and/or parcel in the Fiscal Year 2009-2010.

BE IT FURTHER RESOLVED that the 2009 Assessment Roll is hereby approved and that the uniform method for collecting non-ad valorem assessments is hereby approved, pursuant to Sec. 197.3632(3)(a) F.S.

DONE AND ORDERED in special session at Perry, Taylor County, Florida, this 21st. day of September, 2009.



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: Rudolph Parker
RUDOLPH PARKER, Chairman

ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

The above resolution was adopted and approved by the following vote:

Yea-~~Nay~~ - Comr. Malcolm Page
Yea-~~Nay~~ - Comr. Mark Wiggins
Yea-~~Nay~~ - Comr. Lonnie Houck
Yea-~~Nay~~ - Comr. Rudolph Parker
Yea-~~Nay~~ - Comr. Patricia Patterson

Malcolm Page
Mark Wiggins
Lonnie Houck
Rudolph Parker
Patricia Patterson

FINAL ASSESSMENT RESOLUTION
FOR
OAKRIDGE ESTATES, UNIT ONE SUBDIVISION

WHEREAS, the Board of County Commissioners did on February 1, 1999, adopt County Ordinance 99-1 creating a M.S.B.U. Special Assessment for Oakridge Estates, Unit One Subdivision, and

WHEREAS, said County Ordinance provides that upon adoption of the Special Assessment Roll, a Final Assessment Resolution will be adopted for the fiscal year, and

WHEREAS, no objections were presented at the Public Hearing, and

WHEREAS, the Board having determined after receiving a letter from the County Engineer that a Special Assessment of \$45.00 be levied per lot and/or parcel per year, for the repairs and maintenance of the public road right-of-ways in the Oakridge Estates, Unit One Subdivision.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida does hereby confirm the initial Assessment Resolution heretofore adopted on February 1, 1999, and does hereby establish a Maximum Assessment Rate of \$45.00 on each lot and/or parcel in the Fiscal Year 2009-2010.

BE IT FURTHER RESOLVED that the 2009 Assessment Roll is hereby approved and that the uniform method for collecting non-ad valorem assessments is hereby approved, pursuant to Sec. 197.3632(3)(a) F.S.

DONE AND ORDERED in special session at Perry, Taylor
County, Florida, this 21st. day of September, 2009.



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: Rudolph Parker
RUDOLPH PARKER, Chairman

ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

The above resolution was adopted and approved by the
following vote:

Yea-~~Nay~~ - Comr. Malcolm Page

Yea-~~Nay~~ - Comr. Mark Wiggins

Yea-~~Nay~~ - Comr. Lonnie Houck

Yea-~~Nay~~ - Comr. Rudolph Parker

Yea-~~Nay~~ - Comr. Patricia Patterson

Malcolm Page
Mark Wiggins
Lonnie Houck
Rudolph Parker
Patricia Patterson

FINAL ASSESSMENT RESOLUTION
FOR
BOWDEN SUBDIVISION

WHEREAS, the Board of County Commissioners did on September 2, 2003, adopt County Ordinance 2003-4 creating a M.S.B.U. Special Assessment for Bowden Subdivision, and

WHEREAS, said County Ordinance provides that upon adoption of the Special Assessment Roll, a Final Assessment Resolution will be adopted for the fiscal year, and

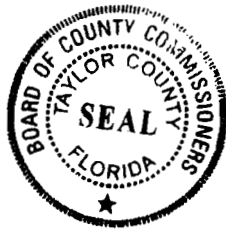
WHEREAS, no objections were presented at the Public Hearing, and

WHEREAS, the Board has determined per the County Engineer, that a Special Assessment of \$83.94 be levied per lot and/or parcel per year, for the repairs and maintenance of the public road right-of-ways in the Bowden Subdivision.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida does hereby confirm the initial Assessment Resolution heretofore adopted on September 2, 2003, and does hereby establish a Maximum Assessment Rate of \$83.94 on each lot and/or parcel in the Fiscal Year 2009-2010.

BE IT FURTHER RESOLVED that the 2009 Assessment Roll is hereby approved and that the uniform method for collecting non-ad valorem assessments is hereby approved, pursuant to Sec. 197.3632(3)(a) F.S.

DONE AND ORDERED in special session at Perry, Taylor County, Florida, this 21st. day of September, 2009.



BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

BY: Rudolph Parker

RUDOLPH PARKER, Chairman

ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

The above resolution was adopted and approved by the following vote:

Yea-~~Nay~~ - Comr. Malcolm Page

Yea-~~Nay~~ - Comr. Mark Wiggins

Yea-~~Nay~~ - Comr. Lonnie Houck

Yea-~~Nay~~ - Comr. Rudolph Parker

Yea-~~Nay~~ - Comr. Patricia Patterson

Malcolm Page
Mark Wiggins
Lonnie Houck
Rudolph Parker
Patricia Patterson

FINAL ASSESSMENT RESOLUTION
FOR
STEINHATCHEE ACRES SUBDIVISION

WHEREAS, the Board of County Commissioners did on September 2, 2003, adopt County Ordinance 2003-5 creating a M.S.B.U. Special Assessment for Steinhatchee Acres Subdivision, and

WHEREAS, said County Ordinance provides that upon adoption of the Special Assessment Roll, a Final Assessment Resolution will be adopted for the fiscal year, and

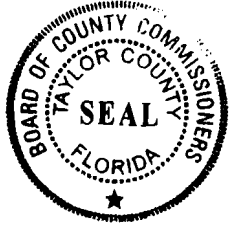
WHEREAS, no objections were presented at the Public Hearing, and

WHEREAS, the Board has determined per the County Engineer, that a Special Assessment of \$291.59 be levied per lot and/or parcel per year, for the repairs and maintenance of the public road right-of-ways in the Steinhatchee Acres Subdivision.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida does hereby confirm the initial Assessment Resolution heretofore adopted on September 2, 2003, and does hereby establish a Maximum Assessment Rate of \$291.59 on each lot and/or parcel in the Fiscal Year 2009-2010.

BE IT FURTHER RESOLVED that the 2009 Assessment Roll is hereby approved and that the uniform method for collecting non-ad valorem assessments is hereby approved, pursuant to Sec. 197.3632(3)(a) F.S.

DONE AND ORDERED in special session at Perry, Taylor County, Florida, this 21st. day of September, 2009.



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: Rudolph Parker
RUDOLPH PARKER, Chairman

ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

The above resolution was adopted and approved by the following vote:

- Yea-~~Nay~~ - Comr. Malcolm Page
- Yea-~~Nay~~ - Comr. Mark Wiggins
- Yea-~~Nay~~ - Comr. Lonnie Houck
- Yea-~~Nay~~ - Comr. Rudolph Parker
- Yea-~~Nay~~ - Comr. Patricia Patterson

Malcolm Page
Mark Wiggins
Lonnie Houck
Rudolph Parker

FINAL ASSESSMENT RESOLUTION
FOR
CEDAR ISLAND EAST SUBDIVISION

WHEREAS, the Board of County Commissioners did on March 2, 2009, adopt County Ordinance 2009-2 creating a M.S.B.U. Special Assessment for Cedar Island East Subdivision, and

WHEREAS, said County Ordinance provides that upon adoption of the Special Assessment Roll, a Final Assessment Resolution will be adopted for the fiscal year, and

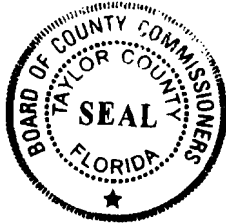
WHEREAS, no objections were presented at the Public Hearing, and

WHEREAS, the Board has determined per the County Engineer, that an Administrative Fee of \$800 be levied per year, which will provide road and general maintenance in the Cedar Island East Subdivision.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida does hereby confirm the initial Assessment Resolution heretofore adopted on September 1, 2009, and does hereby establish an \$800 Administrative Fee in the Fiscal Year 2009-2010.

BE IT FURTHER RESOLVED that the 2009 Assessment Roll is hereby approved and that the uniform method for collecting non-ad valorem assessments is hereby approved, pursuant to Sec. 197.3632(3)(a) F.S

DONE AND ORDERED in special session at Perry, Taylor County, Florida, this 21st. day of September, 2009.



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: Rudolph Parker
RUDOLPH PARKER, Chairman

ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

The above resolution was adopted and approved by the following vote:

| | | |
|---------------------|----------------------------|------------------------|
| Yea- Nay | - Comr. Malcolm Page | <u>Malcolm Page</u> |
| Yea- Nay | - Comr. Mark Wiggins | <u>Mark Wiggins</u> |
| Yea- Nay | - Comr. Lonnie Houck | <u>Lonnie C. Houck</u> |
| Yea- Nay | - Comr. Rudolph Parker | <u>Rudolph Parker</u> |
| Yea- Nay | - Comr. Patricia Patterson | <u>[Signature]</u> |

FINAL ASSESSMENT RESOLUTION
FOR
SCALLOP BAY SUBDIVISION

WHEREAS, the Board of County Commissioners did on March 2, 2009, adopt County Ordinance 2009-4 creating a M.S.B.U. Special Assessment for Scallop Bay Subdivision, and

WHEREAS, said County Ordinance provides that upon adoption of the Special Assessment Roll, a Final Assessment Resolution will be adopted for the fiscal year, and

WHEREAS, no objections were presented at the Public Hearing, and

WHEREAS, the Board has determined per the County Engineer, that a Special Assessment of \$313.19 be levied per lot and/or parcel per year, which will provide road and general maintenance in the Scallop Bay Subdivision.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida does hereby confirm the initial Assessment Resolution heretofore adopted on September 1, 2009, and does hereby establish a Maximum Assessment Rate of \$313.19 on each lot and/or parcel in the Fiscal Year 2009-2010.

BE IT FURTHER RESOLVED that the 2009 Assessment Roll is hereby approved and that the uniform method for collecting non-ad valorem assessments is hereby approved, pursuant to Sec. 197.3632(3)(a) F.S.

DONE AND ORDERED in special session at Perry, Taylor
County, Florida, this 21st. day of September, 2009.



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: Rudolph Parker
RUDOLPH PARKER, Chairman

ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

The above resolution was adopted and approved by the
following vote:

Yea-~~Nay~~ - Comr. Malcolm Page
Yea-~~Nay~~ - Comr. Mark Wiggins
Yea-~~Nay~~ - Comr. Lonnie Houck
Yea-~~Nay~~ - Comr. Rudolph Parker
Yea-~~Nay~~ - Comr. Patricia Patterson

Malcolm Page
Mark Wiggins
Lonnie Houck
Rudolph Parker
Patricia Patterson

FINAL ASSESSMENT RESOLUTION
FOR
GULF COAST ESTATES SUBDIVISION

WHEREAS, the Board of County Commissioners did on March 2, 2009, adopt County Ordinance 2009-3 creating a M.S.B.U. Special Assessment for Gulf Coast Estates Subdivision, and

WHEREAS, said County Ordinance provides that upon adoption of the Special Assessment Roll, a Final Assessment Resolution will be adopted for the fiscal year, and

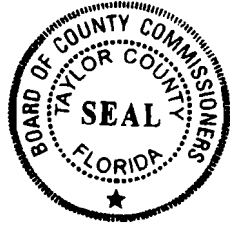
WHEREAS, no objections were presented at the Public Hearing, and

WHEREAS, the Board has determined per the County Engineer, that a Special Assessment of \$320.70 be levied per lot and/or parcel per year, which will provide road, street lighting and general maintenance in the Gulf Coast Estates Subdivision.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida does hereby confirm the initial Assessment Resolution heretofore adopted on September 1, 2009, and does hereby establish a Maximum Assessment Rate of \$320.70 on each lot and/or parcel in the Fiscal Year 2009-2010.

BE IT FURTHER RESOLVED that the 2009 Assessment Roll is hereby approved and that the uniform method for collecting non-ad valorem assessments is hereby approved, pursuant to Sec. 197.3632(3)(a) F.S.

DONE AND ORDERED in special session at Perry, Taylor County, Florida, this 21st. day of September, 2009.



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: Rudolph Parker
RUDOLPH PARKER, Chairman

ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

The above resolution was adopted and approved by the following vote:

- Yea-~~Nay~~ - Comr. Malcolm Page
- Yea-~~Nay~~ - Comr. Mark Wiggins
- Yea-~~Nay~~ - Comr. Lonnie Houck
- Yea-~~Nay~~ - Comr. Rudolph Parker
- Yea-~~Nay~~ - Comr. Patricia Patterson

Malcolm Page
Mark Wiggins
Lonnie Houck
Rudolph Parker
Patricia Patterson

COMMISSIONER HOUCK MADE A MOTION, WITH SECOND BY COMMISSIONER WIGGINS, TO ADOPT A RESOLUTION SETTING THE SOLID WASTE SPECIAL ASSESSMENT FOR FY 2009/2010, IN THE AMOUNT OF \$140.00. THE MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

SAID RESOLUTION IS AS FOLLOWS:

R E S O L U T I O N

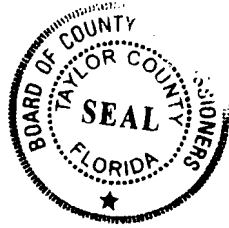
WHEREAS, the Board of County Commissioners of Taylor County, Florida, adopted County Ordinance No. 92-5, on September 8, 1992, which created a Municipal Services Taxing Unit, known as the "Taylor County Solid Waste Services Unit", for collection of a Non-ad Valorem Special Assessment in the unincorporated area of Taylor County, and

WHEREAS, said Ordinance No. 92-5, as amended by Ordinance No. 2005-14, included a maximum amount of \$154.00 per year, which the County could impose without having to adopt a new Ordinance, and

WHEREAS, the Board has determined a Non-ad Valorem Special Assessment for the Budget year 2009-2010 in the amount of \$140.00.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Taylor County, Florida, that the Non-ad Valorem Special Assessment for 2009-2010 will be \$140.00 under the same guidelines as adopted by the Board in County Ordinance No. 92-5.

ONE AND ORDERED in regular session at Perry, Florida,
this 21th. day of September, A.D., 2009.



BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

BY: Rudolph Parker

RUDOLPH PARKER, Chairman

ATTEST:

Annie Mae Murphy

ANNIE MAE MURPHY, Clerk

The above resolution was adopted and approved by the
following vote:

Yea-~~Nay~~ - Comr. Malcolm Page

Yea-~~Nay~~ - Comr. Mark Wiggins

Yea-~~Nay~~ - Comr. Lonnie Houck

Yea-~~Nay~~ - Comr. Rudolph Parker

Yea-~~Nay~~ - Comr. Patricia Patterson

Malcolm Page
Mark Wiggins
Lonnie Houck
Rudolph Parker
Patricia Patterson

COMMISSIONER HOUCK MADE A MOTION, WITH SECOND BY COMMISSIONER PATTERSON, TO ADOPT A RESOLUTION SETTING THE SOLID WASTE SPECIAL ASSESSMENT FOR FY 2009/2010 FOR "HUNTING CAMPS", IN THE AMOUNT OF \$50.00 ON THE FIRST PARCEL OF PROPERTY WITH MULTIPLE RECREATIONAL VEHICLES, MOBILE HOMES, OR ANY SHELTER THAT IS USED FOR HUNTING ON A TEMPORARY BASIS, AND IN THE AMOUNT OF \$35.00 ON EACH ADDITIONAL RECREATIONAL VEHICLE, MOBILE HOME, OR ANY SHELTER THAT IS USED FOR HUNTING ON A TEMPORARY BASIS, WHICH IS LOCATED ON THE SAME PARCEL OF LAND THAT THE FIRST \$50.00 IS ASSESSED.

THE MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

SAID RESOLUTION IS AS FOLLOWS:

R E S O L U T I O N

WHEREAS, the Board of County Commissioners of Taylor County, Florida, adopted County Ordinance No. 92-5, on September 8, 1992, which created a Municipal Services Taxing Unit, known as the "Taylor County Solid Waste Services Unit", for collection of a Non-Ad Valorem Special Assessment in the unincorporated area of Taylor County, and

WHEREAS, said Ordinance No. 92-5, as amended by Ordinance No. 2007-10, includes the definition for "Hunting Camps" and a provision whereby the Board of County Commissioners, Taylor County, Florida will set the maximum Solid Waste Assessment for "Hunting Camps", and

WHEREAS, the Board desires to set the fee schedule for Hunting Camps Solid Waste Assessment.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Taylor County, Florida, that the Non-Ad Valorem Special Assessment for 2009-2010 be set as follows:

- First: Solid Waste Assessment on each parcel of property with multiple recreational vehicles, mobile homes or any shelter that is used for hunting on a temporary basis during established hunting season, which is not a place of residence, will be set at \$50.00 annually.
- Each additional recreational vehicle, mobile home or any shelter that is used for hunting on a temporary

basis during established hunting season, which is not a place of residence, will be set at \$35.00 for each described above, which is on the same parcel of land that the first \$50.00 is assessed.

DONE AND ORDERED in regular session at Perry, Florida, this 21st. day of September 21, A.D., 2009.



BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

BY: Rudolph Parker

RUDOLPH PARKER, Chairman

ATTEST:

Annie Mae Murphy

ANNIE MAE MURPHY, Clerk

The above resolution was adopted and approved by the following vote:

Yea-~~Nay~~ - Comr. Malcolm Page

Yea-~~Nay~~ - Comr. Mark Wiggins

Yea-~~Nay~~ - Comr. Lonnie Houck

Yea-~~Nay~~ - Comr. Rudolph Parker

Yea-~~Nay~~ - Comr. Patricia Patterson

Malcolm Page
Mark Wiggins
Lonnie Houck
Rudolph Parker
~~Patricia Patterson~~

AFTER DUE AND CAREFUL CONSIDERATION BY THE BOARD, COMMISSIONER PAGE MADE A MOTION, WITH SECOND BY COMMISSIONER PATTERSON, TO ADOPT, BY RESOLUTION, THE FINAL BUDGET FOR FY 2009/2010, IN THE AMOUNT OF \$46,798,327. THE MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

SAID BUDGET RESOLUTION AND BUDGET SUMMARY IS AS FOLLOWS:

RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR TAYLOR COUNTY FOR FISCAL YEAR 2009/2010; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Taylor County, Florida, on, September 21, 2009, held a Public Hearing as required by Florida Statute 200.065; and

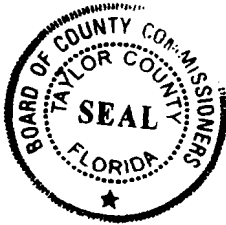
WHEREAS, the Board of County Commissioners of Taylor County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2009/2010 in the amount of \$ 46,798,327.

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

- 1. The Fiscal Year 2009/2010 Final Budget be adopted.
- 2. This resolution will take effect immediately upon its adoption.

DULY ADOPTED at a Public Hearing this 21st. Day of September, 2009.

Time Adopted 5:01 PM



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: Rudolph Parker
RUDOLPH PARKER, Chairman

ATTEST:
Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

**BUDGET SUMMARY
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
FISCAL YEAR 2009/2010**

| | GENERAL FUND | AIRPORT FUND | BOATING IMPROV. | ROAD & BRIDGE | ROAD PAVING | S.C.O.P. PAVING | S.C.R.A.P. PAVING | M.S.T.U. FUND | SOLID WASTE | S.H.I.P. GRANTS | COUNTY LANDFILL | M.S.B.U. FUNDS | HOSPITAL SALES TAX | HOSPITAL DEBT SERVICE | AIRPORT ENTERPRISE | TOURISM INFRA-STRUCTURE | TOURISM TRUST FD | SM. CNTY C/HOUSE SECURITY | BUDGET TOTAL | | | | | | | | | | | | | | | |
|---|-------------------|----------------|-----------------|------------------|------------------|------------------|-------------------|------------------|------------------|-----------------|-----------------|----------------|--------------------|-----------------------|--------------------|-------------------------|------------------|---------------------------|-------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|-----------|-----------|-----------|------------|
| ESTIMATED REVENUES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TAXES: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AD VALOREM TAXES | 7.0113 | 9,060,787 | | | | | | | | | | | | | | | | | | 9,060,787 | | | | | | | | | | | | | | |
| AD VALOREM TAXES | 1.1215 | | | | | | | | | | | | | | | | | | | 1,178,288 | | | | | | | | | | | | | | |
| DELINQUENT TAXES | | | | | | | | | | | | | | | | | | | 55,000 | 5,000 | 3,000 | 63,000 | | | | | | | | | | | | |
| AD VALOREM TAX REVENUE-OFFSET | | | | | | | | | | | | | | | | | | | 327,438 | 38,132 | | 363,570 | | | | | | | | | | | | |
| NON ADVALOREM ASSESSMENT | | | | | | | | | | | | | | | | | | | | 1,027,003 | 52,265 | | 1,079,268 | | | | | | | | | | | |
| SALES, USE & GAS TAXES | | | | | | | | | | | | | | | | | | | | 1,900,000 | | 47,000 | 95,000 | 2,780,386 | | | | | | | | | | |
| COMMUNICATIONS SERVICES TAX | | | | | | | | | | | | | | | | | | | 125,000 | | | | | 125,000 | | | | | | | | | | |
| FEDERAL GRANTS | 40,879 | 205,093 | | | | | | | | | | | | | | | | | | 245,772 | | | | | | | | | | | | | | |
| STATE GRANTS | 345,122 | | | | | | | | | | | | | | | | | | | 15,000 | 6,347,284 | 763,463 | 20,000 | 350,000 | 7,880,869 | | | | | | | | | |
| STATE SHARED REVENUES | 2,057,286 | | | | | | | | | | | | | | | | | | | 713,280 | 860,776 | | | | 3,631,342 | | | | | | | | | |
| AIRPORT FUEL SALES | | | | | | | | | | | | | | | | | | | | | | 200,000 | | 200,000 | | | | | | | | | | |
| GRANTS-OTHER LOCAL UNITS | 291,034 | | | | | | | | | | | | | | | | | | | | | | 63,250 | | 354,284 | | | | | | | | | |
| GENERAL GOV'T FEES | 120,946 | | | | | | | | | | | | | | | | | | | | | | | | 120,946 | | | | | | | | | |
| COURT-RELATED REVENUES | 144,100 | | | | | | | | | | | | | | | | | | | | | | | | 144,100 | | | | | | | | | |
| 911 FEES/GRANTS | 129,424 | | | | | | | | | | | | | | | | | | | | | | | | 129,424 | | | | | | | | | |
| LICENSES & PERMITS | | | | | | | | | | | | | | | | | | | | | | | | 175,850 | | | | | | | | | | |
| LANDFILL SURCHARGE | | | | | | | | | | | | | | | | | | | | | | | | 123,000 | | | | | | | | | | |
| MICELLANEOUS | 224,567 | 45,839 | | | | | | | | | | | | | | | | | | 4,200 | 25,000 | 25,100 | 25,500 | 10,000 | 10,000 | 370,006 | | | | | | | | |
| TOTAL SOURCES | 12,911,383 | 250,732 | 15,000 | 1,444,866 | 885,778 | 6,347,284 | 783,483 | 1,483,598 | 1,075,503 | 350,000 | 133,000 | 52,265 | 1,910,000 | 0 | 200,000 | 47,000 | 95,000 | 0 | 27,984,870 | | | | | | | | | | | | | | | |
| TRANSFERS IN | 140,000 | 17,217 | | | | | | | | | | | | | | | | | | 816,013 | 60,216 | 38,000 | | 1,060,582 | 2,130,028 | | | | | | | | | |
| FUND BALANCES / RESERVES / NET ASSETS | 7,700,000 | | | | | | | | | | | | | | | | | | | 72,000 | 450,000 | 2,800,000 | 940,000 | 326,000 | 482,963 | 745,000 | 292,644 | 1,231,500 | 1,052,332 | 10,000 | 34,000 | 175,000 | 373,000 | 18,883,429 |
| TOTAL REVENUES, TRANSFERS & BALANCES | 20,761,383 | 267,949 | 87,000 | 2,710,879 | 3,685,778 | 6,347,284 | 783,483 | 2,483,814 | 1,438,503 | 832,963 | 878,000 | 344,909 | 3,141,600 | 2,112,914 | 210,000 | 81,000 | 270,000 | 373,000 | 46,798,327 | | | | | | | | | | | | | | | |
| EXPENDITURES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| GENERAL GOVERNMENT | 2,149,771 | | | | | | | | | | | | | | | | | | | | | | | | | | 125,545 | 6,700 | 373,000 | 2,855,016 | | | | |
| PUBLIC SAFETY | 1,302,024 | | | | | | | | | | | | | | | | | | | | | | | | | | 1,248,298 | | | 2,560,322 | | | | |
| PHYSICAL ENVIRONMENT | 613,310 | | | | | | | | | | | | | | | | | | | 3,113 | 72,054 | | 1,175,790 | | 141,435 | | | | | | 2,005,702 | | | |
| TRANSPORTATION | | 267,949 | | | | | | | | | | | | | | | | | | 4,580 | 2,188,825 | 2,795,089 | 6,347,284 | 783,463 | | | | 33,540 | 183,578 | 12,604,308 | | | | |
| ECONOMIC ENVIRONMENT | 474,528 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 103,000 | 577,528 | |
| HUMAN SERVICES | 571,501 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1,404,454 | |
| CULTURE/RECREATION | 3,252,773 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 3,410,733 | | |
| JUDICIAL | 355,163 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 355,163 | |
| DEBT SERVICE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1,052,332 | 38,046 | 1,090,378 |
| TRANSFERS TO COUNTY OFFICERS | 7,718,822 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 7,718,822 |
| TOTAL EXPENDITURES | 16,437,692 | 267,949 | 7,693 | 2,260,879 | 2,795,089 | 6,347,284 | 783,483 | 1,531,803 | 1,175,790 | 832,953 | 141,435 | 33,540 | 6,700 | 1,052,332 | 183,578 | 38,046 | 103,000 | 373,000 | 34,372,226 | | | | | | | | | | | | | | | |
| TRANSFERS OUT | 125,542 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 125,542 | | |
| FUND BALANCES / RESERVES / NET ASSETS: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CONTINGENCY / CASH BALANCES | 2,900,000 | | | | | | | | | | | | | | | | | | | 450,000 | 270,000 | 110,000 | 30,000 | | | | | | | 9,206 | 10,000 | 3,876,206 | | |
| CAPITAL IMPROVEMENTS | 1,388,149 | | | | | | | | | | | | | | | | | | | 79,307 | 648,011 | 150,713 | 628,565 | 311,369 | 80,000 | 2,074,218 | 1,080,582 | | 42,954 | 157,000 | 3,202,114 | | | |
| OTHER DESIGNATED RESERVES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL APPROPRIATED EXPENDITURES | 20,761,383 | 267,949 | 87,000 | 2,710,879 | 3,685,778 | 6,347,284 | 783,483 | 2,483,814 | 1,438,503 | 832,963 | 878,000 | 344,909 | 3,141,600 | 2,112,914 | 210,000 | 81,000 | 270,000 | 373,000 | 46,798,327 | | | | | | | | | | | | | | | |

JACK BROWN, COUNTY ADMINISTRATOR, REMINDED THE BOARD OF THEIR
REGULAR WORKSHOP TO BE HELD ON TUESDAY, SEPTEMBER 22, 2009, AT 3:00
P.M., AT THE EMERGENCY OPERATIONS CENTER (EOC) LOCATED ADJACENT TO
THE TAYLOR COUNTY JAIL.

THE HOUR BEING APPROXIMATELY 5:10 P.M., AND THERE BEING NO FURTHER
BUSINESS, COMMISSIONER WIGGINS MADE A MOTION, WITH SECOND BY
COMMISSIONER PATTERSON, TO ADJOURN. THE MOTION TO ADJOURN PASSED
BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
RUDOLPH PARKER, CHAIRMAN

ATTEST:

ANNIE MAE MURPHY, CLERK

Book Type[BOCC] Date[09/22/2009] Time[3:00 P.M.
Book#[54] Minutes#[36] Meeting-Type[SPECIAL

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

TAYLOR COUNTY EMERGENCY OPERATIONS CENTER (EOC)

M I N U T E S

TUESDAY, SEPTEMBER 22, 2009

3:00 P.M.

THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, MET IN SPECIAL ON THE ABOVE DATE.

PRESENT WERE RUDOLPH PARKER, CHAIRMAN, PATRICIA PATTERSON, MALCOLM PAGE AND LONNIE HOUCK, A QUORUM OF THE BOARD BEING PRESENT. COUNTY ATTORNEY, CONRAD BISHOP, WAS ALSO PRESENT. MARK WIGGINS WAS ABSENT.

THE BOARD WAS CALLED TO ORDER AND LED IN PRAYER BY THE CHAIRMAN, FOLLOWED BY PLEDGE OF ALLEGIANCE TO THE FLAG AND BUSINESS TRANSACTED AS FOLLOWS:

THE BOARD HELD THEIR REGULAR WORKSHOP AND DISCUSSED THE FOLLOWING:

A. THE BOARD DISCUSSED DECADAL CENSUS REDISTRICTING ANALYSIS REQUIREMENTS AND THE ESTABLISHMENT OF A TIMELINE FOR THE ANALYSIS, BASED UPON THE 2010 CENSUS INFORMATION SCHEDULED TO BE RELEASED TO STATES IN MARCH 2011.

THAT THE BOARD WILL NEED TO MONITOR THIS DATA TO DECIDE IF THEY WISH TO RE-DISTRICT. THAT THEY WILL RE-ADDRESS THIS MATTER AT ANOTHER TIME.

B. THE BOARD REVIEWED AND DISCUSSED A REQUEST FOR PROPOSALS (RFP)

FOR COMMERCIAL WASTE COLLECTION.

IT WAS STATED THAT THE PREVIOUS RFP HAS BEEN REVIEWED BY THE COUNTY ADMINISTRATOR AND JOHN SINGER, ENVIRONMENTAL SERVICES DIRECTOR, WITH VERY FEW CHANGES BEING MADE SINCE THE LAST RFP. THE BOARD AGREED WITH THE CHANGES AND WILL VOTE TO ADVERTISE AT THEIR NEXT REGULAR MEETING. MR. BROWN STATED THAT A PRE-BID CONFERENCE NEEDS TO BE SET FOR ALL INTERESTED BIDDERS.

C. THE BOARD FURTHER DISCUSS A POLICY FOR RESPONSE FOR RABID ANIMALS.

IT WAS STATED THAT SOME FEEL THE INITIAL CALL SHOULD GO TO THE HEALTH DEPARTMENT, WHILE OTHERS SAY TO ANIMAL CONTROL, AND STILL OTHERS SAY TO THE FLORIDA WILDLIFE COMMISSION (FWC). THAT THE BOARD FEELS THAT IN THE CASE OF A RABID CAT OR DOG, ANIMAL CONTROL SHOULD BE CALLED, AND IN THE CASE OF A RABID WILD ANIMAL, FWC SHOULD BE CALLED. IT WAS A CONSENSUS OF THE BOARD TO HIRE A TRAPPER TO TAKE CARE OF RABID ANIMALS. CURRENTLY CITIZENS SHOULD CALL ANIMAL CONTROL, AND THEY WILL CONTINUE TO HANDLE COMPLAINTS AS THEY HAVE BEEN.

D. THE BOARD FURTHER DISCUSSED THE CEMETERIES SPECIAL ACT, POLICY, AND MAINTENANCE OF CEMETERIES.

THAT THE CURRENT BOARD POLICY STATES THAT CEMETERIES WILL BE MOWED AND TRIMMED AT THE REQUEST OF THE CHURCH, WITH THE PROPERTY BEING PUBLIC. THAT ANY OTHER REQUEST SHOULD COME BEFORE THE COMMISSION. THAT THE BOARD NEEDS TO SEND CORRESPONDENCE WITH A COPY OF THE POLICY TO ALL CEMETERY COMMITTEES.

E. THE BOARD FURTHER DISCUSSED WATER ACCESS TO THE STEINHATCHEE RIVER.

STAN RIDGEWAY, A STEINHATCHEE RESIDENT, APPEARED AND RECOMMENDED

THAT RIVERSIDE DRIVE BE DEVELOPED INTO A PARK AND THAT A CANOE LAUNCH BE INSTALLED AT SAID PARK. THAT A BOAT RAMP BE INSTALLED IN THE CANAL ON 14TH. STREET WITH PARKING ON 14TH. STREET AND RIVERSIDE DRIVE. THAT SAID ACTION WOULD HAVE MINIMAL IMPACT ON HOMES IN THE AREA AND THE COUNTY OWNS ALL THE PROPERTY. THE COUNTY ADMINISTRATOR STATED THAT FIRST AVENUE HAS RIVER ACCESS THROUGH A SMALL BOAT RAMP, AND WOULD BE EASIEST TO PERMIT. THAT LINDA WICKER HAS AGREED TO SELL ENOUGH PROPERTY TO INSTALL A DOUBLE BOAT RAMP NET TO ROY'S RESTAURANT. MR. BROWN FURTHER STATED THAT ANOTHER OPTION WOULD BE TO INSTALL A RAMP AT THE END OF 4TH. STREET AND RECOMMENDED THAT THE BOARD BEGIN NEGOTIATIONS TO PURCHASE THE WOODS PROPERTY.

F. THE BOARD DID NOT DISCUSS LOBBYIST SERVICES.

G. THE BOARD DISCUSSED ROAD PAVING PROJECTS.

IT WAS A CONSENSUS THAT PROPERTY OWNERS SHOULD MEET WITH THEIR COMMISSIONER AND COUNTY STAFF TO DISCUSS PAVING PLANS AND TIMELINES. THAT HOLD HARMLESS AGREEMENTS NEED TO BE SECURED FROM ALL PROPERTY OWNERS PRIOR TO ANY PAVING BEING ACCOMPLISHED.

H. THE BOARD FURTHER DISCUSSED SPORTS COMPLEX OPERATIONS.

IT WAS STATED THAT THE GATES ARE BEING LOCKED AT 10:00 P.M., AND SIGNS WILL BE PLACED STATING THE HOURS OF OPERATION.

I. THE BOARD FURTHER DISCUSSED FEDERAL COMMUNICATIONS COMMISSION (FCC) NARROW BANDING REQUIREMENTS.

THAT THE COUNTY HAS TWO (2) YEARS TO FUND THIS REQUIREMENT, AND NEEDS TO BE MADE A PRIORITY WITH LEGISLATIVE REPRESENTATIVES.

J. THE BOARD FURTHER DISCUSSED THE LAWS OF FLORIDA REGARDING SLOW

MOVING VEHICLES, GOLF CARTS, AND THE IMPACT ON COUNTY
LEGISLATION REGARDING SAME.

IT WAS STATED THAT GOLF CARTS ARE BEING DRIVEN IN UNDESIGNATED
AREAS IN STEINHATCHEE. THAT THE COUNTY NEEDS TO PLACE SIGNS ON THE
ROADS THAT GOLF CARTS ARE ALLOWED ON. IT WAS A CONSENSUS OF THE
BOARD TO PREPARE A LIST OF ROADS IN STEINHATCHEE NOT ALLOWING GOLF
CARTS, IN THE EVENT THAT THE ORDINANCE NEEDS TO BE AMENDED TO LIST
THESE ROADS.

K. THE BOARD DISCUSSED THE BOARD FUND ACCOUNT FOR FY 2009-2010.
THE COUNTY ADMINISTRATOR STATED THAT HE WILL REFUSE HIS PAY RAISE
HE IS ENTITLED TO BY CONTRACT, AS HIS EMPLOYEES WILL NOT BE
RECEIVING RAISES IN FY 2009/2010. THE BOARD STATED THAT THEY WILL
REFUSE ANY PAY INCREASE IF POSSIBLE, AND IF NOT, WILL PUT SAID
INCREASE IN A EMPLOYEE APPRECIATION FUND.

L. THE BOARD DISCUSSED LEGISLATIVE PRIORITIES FOR 2010
LEGISLATIVE SESSION.

- LIMEROCK EXCISE TAX
- NARROW BANDING
- FIREFIGHTERS TIME
- MAINTAIN FUNDING FOR FISCALLY RESTRAINED COUNTIES
- RABID ANIMALS

M. THE COUNTY ADMINISTRATOR PRESENTED INFORMATIONAL ITEMS.
MR. BROWN ADVISED THAT THE EMERGENCY MANAGEMENT POSITION AND THE
HUMAN RESOURCES POSITION WILL BE ADVERTISED.

THE HOUR BEING APPROXIMATELY 6:05 P.M., AND THERE BEING NO FURTHER
BUSINESS, THE MEETING WAS ADJOURNED, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
RUDOLPH PARKER, CHAIRMAN

ATTEST:

GARY KNOWLES, D.C. FOR:

ANNIE MAE MURPHY, CLERK

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Resolution of appreciation for Jimmy Clymer's volunteer service at Perry Foley Airport.

MEETING DATE REQUESTED:

October 5, 2009

Statement of Issue: Jimmy Clymer volunteers countless hours at the Perry Foley Airport and the Airport Advisory Committee has voted and requested the Board of Commissioners present Mr. Clymer with a resolution of appreciation.

Recommended Action: Approve Resolution.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Mr. Clymer volunteers countless hours at the Perry Foley Airport. The Airport Advisory Committee has requested the Board approve a resolution of appreciation for his dedication and service to the airport.

Attachments: Resolution.

RESOLUTION

WHEREAS, the Board of County Commissioners has been advised that JIMMY CLYMER works countless volunteer hours at the Perry Foley Airport, and

WHEREAS, JIMMY CLYMER has provided valuable services to the Perry Foley Airport and to the Board of County Commissioners, and

WHEREAS, the Board wishes to publicly thank MR. CLYMER for his dedicated service to Perry Foley Airport and the Taylor County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Taylor County, Florida extends it's heartfelt appreciation and gratitude to JIMMY CLYMER for his service to the Perry Foley Airport and to the Board of County Commissioners.

BE IT FURTHER RESOLVED, that a copy of this resolution be furnished to MR. CLYMER and a copy be placed in the minutes of this Board.

DONE AND ORDERED, in regular session at Perry, Taylor County, Florida, this 5th day of October, 2009.

**BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA**

BY: _____
Rudolph Parker, Chairman

ATTEST:

ANNIE MAE MURPHY, CLERK

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Resolution of appreciation for Walter Payne serving on the Airport Advisory Committee

MEETING DATE REQUESTED:

October 5, 2009

Statement of Issue: Walter Payne served on the Airport Advisory Committee several years and recently resigned due to health issues. The Airport Advisory Committee requested Mr. Payne be presented a Resolution of appreciation from the Board of Commissioners.

Recommended Action: Approve Resolution.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Walter Payne served on the Airport Advisory Committee for several years and recently resigned due to his health. The Resolution is to show appreciation for Mr. Payne's service to Perry Foley Airport.

Attachments: Resolution.

RESOLUTION

WHEREAS, the Board of County Commissioners has been advised that
WALTER PAYNE has resigned from the Airport Advisory Committee, and

WHEREAS, MR. PAYNE'S resignation has been accepted, and

WHEREAS, WALTER PAYNE provided valuable services to the Perry Foley
Airport and to the Board of County Commissioners, and

WHEREAS, the Board wishes to publicly thank MR. PAYNE for his years of
dedicated service to Perry Foley Airport and the Taylor County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED, that the Board of County
Commissioners of Taylor County, Florida extends it's heartfelt appreciation and gratitude
to WALTER PAYNE for his service to Perry Foley Airport and to the Board of County
Commissioners.

BE IT FURTHER RESOLVED, that a copy of this resolution be furnished to
MR. PAYNE and a copy be placed in the minutes of this Board.

DONE AND ORDERED, in regular session at Perry, Taylor County, Florida,
this 5th, day of October, 2009.

**BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA**

BY: _____
Rudolph Parker, Chairman

ATTEST:

ANNIE MAE MURPHY, CLERK

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Emergency Management EMPA Grant Award



MEETING DATE REQUESTED:

October 5, 2009

Statement of Issue: Board to consider approval of EMPA grant contract in the amount of \$102,724.

Recommended Action: Approve grant contract.

Fiscal Impact: \$102,724

Budgeted Expense: Yes, actual award amount reflects a 1% increase of funds budgeted for FY 2009-2010.

Submitted By: Jeffrey Manning

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County has been awarded \$102,724 for the Emergency Management Preparedness and Assistance Grant (EMPA), which funds the Taylor County Emergency Management Department.

Options: Not to accept funds

Attachments: Copy of grant contract.

STATE and FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Taylor County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment C.

(3) PERIOD OF AGREEMENT

This Agreement shall begin on **October 1, 2009** and shall end on **September 30, 2010**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement

is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

For Federal Funds:

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
(program office)
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

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

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
(program office)
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

For State Funds:

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, 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.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <http://www.state.fl.us/fsaa/statutes.html>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us]
and

Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

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

4. Any reports, management letter, or other information required to be submitted to the Division or the Department of Community Affairs pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division or the Department of Community Affairs for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and

subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties

arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- (e) Exercise any corrective or remedial actions, to include but not be limited to:
 - 1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - 2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - 3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - 4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- (f) Exercise any other rights or remedies which may be available under law.
- (g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

- (a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.
- (b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.
- (c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- (d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Wendy Stewart
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-922-7447
Fax: 850-488-7842
Email: wendy.stewart@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Telephone: _____
Fax: _____
Email: _____

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A and A-I – Scope of Work

Attachment B – Budget

Attachment C – Program Statutes, Regulations and Program Requirements

Attachment D – Reports

Attachment E – Justification of Advance

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H – Statement of Assurances

Attachment I – Change Sheet

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$102,724**, [2009-2010 EMPA], subject to the availability of funds. Upon the expiration of the EMPG FY 2008-2009 subgrant between the Division and the Recipient on September 30, 2009, all of the remaining unexpended funds in that subgrant will automatically be deobligated from the subgrant and transferred to this Agreement to be used in the same manner and for the same purposes as the EMPA funds for FY 2009-2010. However, the 2008-2009 EMPG funds must be fully expended on or before June 30, 2010.

(b) By its execution of this Agreement, the Recipient also authorizes the Division to pay on its behalf \$3,082 for the recurring charges for the satellite communications service from the total allocation provided to Recipient of \$105,806.

(c) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as

Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

_____ An advance payment of \$ _____ is requested

(d) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A and B of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

The amount of funds available pursuant to this rule chapter (Rule 9G-19.011, Florida Administrative Code) may be adjusted proportionally when necessary to meet any matching requirements imposed as a condition of receiving federal disaster relief assistance or planning funds.

Any requests received after **October 31, 2010**, may, in the discretion of the Division, not be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission.

Changes to the amount of funding to be provided may be accomplished by notice from the Division to the Recipient, in the form of certified mail, return receipt requested. The Division may make an award of additional funds by subsequent Award Letter certified mail, return receipt requested. These additional funds may be accepted by the Emergency Management Director or the Recipient's contact identified in Paragraph (13), above. Should the Recipient determine it does not wish to accept the award of additional funds, the Recipient shall provide notice to the Division contact within thirty (30) days of receipt of the Award Letter. Otherwise, the Recipient shall provide to the Division its written notice of acceptance within forty-five days of receipt of the Award Letter. The terms of this Agreement shall be considered to have been modified to include the additional funds upon the Division's receipt of the written notice of acceptance and receipt of a budget form which details the proposed expenditure of the additional funds. The budget form will be provided by the Division when the offer of additional funds is made.

All funds received hereunder shall be placed in an interest-bearing account **with** a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that **are** not expended in implementing this program shall be returned to the Division, along **with** any interest earned on all funds received under this Agreement, **within ninety (90) days** of the expiration of the **award** Agreement.

The Recipient shall **comply with all applicable procurement rules and regulations** in securing goods and services to implement the Scope of Work. Whenever required by law or **otherwise permitted**, the Recipient shall utilize **competitive procurement practices**.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 9G-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 9G-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.

All payments relating to the Agreement shall be mailed to the following address:

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in

any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

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

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

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

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

TAYLOR COUNTY

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Ruben D. Almaquer, Interim Director, Division of Emergency Management

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal Agency: U.S. DHS/FEMA

(Department of Homeland Security/Federal Emergency Management Agency)

Catalog of Federal Domestic Assistance title and number: EMPG/97.042

(Emergency Management Performance Grant)

Award amount: (Federal funds will be awarded at a later date)

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

Chapter 252, Florida Statutes

Rule Chapters 9G-6, 9G-11, and 9G-19, Florida Administrative Code

44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)

44 CFR, Part 302

OMB Circular A-87 and A-133

48 CFR, Part 31

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE
FOLLOWING: SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*)

State Awarding Agency: **Division of Emergency Management**

Catalog of State Financial Assistance Title: **Emergency Management Programs**

Catalog of State Financial Assistance Number: **52008**

State Financial Assistance: **\$105,806 (less \$3,082 for satellite service for 12 months)**

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

Pursuant to Section 252.373, **Florida Statutes** and Rule Chapter 9G-19, **Florida Administrative
Code.**

Eligible activities for these funds are salaries and expenses relating to maintaining and enhancing county
emergency management plans and programs.

Eligible recipients for these funds are the 67 Florida counties.

Attachment A and A-1
Scope of Work

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 9G-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

In order to receive base grant funding, the Recipient must certify that it will use the award to enhance its Emergency Management Program.

As a condition of receiving funding pursuant to this Agreement, the Recipient shall complete the work items approved by the Division and attached hereto as Attachment A-1. Subsequent revisions during the term of this Agreement shall be a written modification in accordance with Paragraph (4) of this Agreement.

Attachment A and A-1

Taylor County

Emergency Management

2009 – 2010 Scope of Work

| Item # | Deliverables | Mid Year Review | | End of Year Review | |
|-------------------------------------|---|------------------------|--|------------------------|--|
| 1 | <p>COORDINATION AND COLLABORATION - Utilizing one or more of the below elements, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.</p> <p>A. No later than 30 days after each event/conference/workshop/meeting, counties are to provide an agenda or a copy of the certificate to show participation in at least the following during this contract period (10/01/2009-09/30/2010).</p> <ul style="list-style-type: none"> -Quarterly Regional Coordination Meetings -Current Issues in Emergency Management (CIEM) -Regional Domestic Security Task Force (RDSTF) Meeting -Florida Emergency Preparedness Association Annual Meeting -Florida Emergency Preparedness Association Mid-Year Work Session -Local Mitigation Strategy (LMS) Workshops <p>B. The County will update and submit changes to the County Contact Form, to include County Officials annually or as changes occur (see attachment I)</p> <p>C. The County will hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF) and community partners prior to the start of hurricane season.</p> <p>D. The County will hold at least one (1) Recovery Strategy meeting to include the appropriate Emergency Support Functions (ESF), Non Government Partners (NGO) and community partners prior to the start of hurricane season</p> | <i>In Work</i> | | <i>In Work</i> | |
| | | <i>Complete</i> | | <i>Complete</i> | |
| | | <i>Due Date Missed</i> | | <i>Due Date Missed</i> | |
| Deliverable Status Comments: | | | | | |

| | | | | | |
|-------------------------------------|--|------------------------|--|------------------------|--|
| 2 | <p>NATIONAL WEATHER SERVICE ALERT, MONITORING, RECEPTION AND DISSEMINATION - To ensure that each county emergency management agency and designated county warning point can independently monitor local weather conditions in addition to receiving and disseminating National Weather Service alerts to local government and the public, the following criteria in this deliverable must be met annually by each county emergency management agency. The County will maintain a link with their respective National Weather Service Forecast Office (WFO) to receive and relay real time weather information to support warning decisions.</p> <p>A. The County will demonstrate at least three (3) separate operational means to receive WFO information and alert reception.</p> <p>B. The County will demonstrate at least two (2) separate operational means for these alerts to be disseminated to local government and the public.</p> <p>C. The County will demonstrate redundant capabilities to monitor local weather conditions to guard against communication infrastructure failures.</p> <p>*StormReady designation from the National Weather Service WFO will waive the deliverable requirements.</p> | <i>In Work</i> | | <i>In Work</i> | |
| | | <i>Complete</i> | | <i>Complete</i> | |
| | | <i>Due Date Missed</i> | | <i>Due Date Missed</i> | |
| Deliverable Status Comments: | | | | | |

| | | | |
|-------------------------------------|--|------------------------|------------------------|
| 3 | <p>TRAINING AND EXERCISE - To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC.</p> <p>A) Submit training courses conducted in counties that are not coordinated through the Training & Exercise Unit to: STO@em.myflorida.com for submission onto the Training and Events Calendar for information purposes only. This allows for regional collaboration and coordination and the T&E Unit to establish needs assessments.</p> <p>B) Attendance at professional conferences</p> <p>C) Each county will ensure that at least one (1) person has access to the Homeland Security Exercise and Evaluation (HSEEP) web portal. All exercises utilizing EMPA/EMPG monies in the State of Florida will be conducted in accordance with HSEEP Standard.</p> <p>D) Participate in the annual Statewide Hurricane Exercise in which the submission of one (1) Incident Action Plan (IAP), one (1) Situation Report (SITREP), a roster of participants and participation in at least one (1) conference call is required.</p> <p>E) Counties will submit an After Action Report (AAR) and Corrective Action Plan (CAP) within 60 days for all exercises.</p> <p>F) The county shall conduct at least one (1) Continuity of Operations Plan (COOP) or Continuity of Government (COG) exercise annually (an actual incident may be substituted). This exercise may be a seminar, tabletop, functional or full-scale and may be conducted as part of the Statewide Hurricane Exercise or a Regional Domestic Security scheduled exercise)</p> | <i>In Work</i> | <i>In Work</i> |
| | | <i>Complete</i> | <i>Complete</i> |
| | | <i>Due Date Missed</i> | <i>Due Date Missed</i> |
| Deliverable Status Comments: | | | |

| | | | | |
|-------------------------------------|---|------------------------|------------------------|--|
| 4 | <p>GEOGRAPHICAL INFORMATION: Mapping and Spatial data shall be developed, maintained, and updated in cooperation between counties and the Florida Division of Emergency Management (FDEM). Current datasets will be provided by FDEM to counties through the appropriate Regional Coordinator. Updates and corrections will be provided to the FDEM GeoSpatial Information Systems (GIS) section on or before March 30, 2010. This shall include</p> <p>A) County shelter data utilized by the State Emergency Support Function (ESF) 6 shall be updated</p> <p>B) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations shall be provided consistent with existing datasets.</p> <p>C) Location and attribute information for Disaster Recovery Center (DRC) sites using a format provided in cooperation with FDEM Recovery Section.</p> <p>D) Location and attribute information of other critical facilities shall be provided as appropriate to maintain, correct and/or update the statewide critical facilities database. Existing data will be provided to the counties through the Regional Coordinators and assistance will be made available through the FDEM GIS Section. Attribute information for spatial data requested shall include: Facility name; .Latitude/Longitude in decimal degrees, USNG Coordinates and Physical, E911 compatible addresses need to be complete and detailed to allow for accurate geocoding of each location.</p> <p>NOTES: Items listed above can be submitted via the following engines -ACAMS -HAZUS Web Portal (Password can be requested through Information Management Unit) -EXCEL Spreadsheet -Export from own GIS database</p> <p>If counties have no changes in last submission of spatial data information; submit email to Richard Butgereit stating "no change from last submission."</p> | <i>In Work</i> | <i>In Work</i> | |
| | | <i>Complete</i> | <i>Complete</i> | |
| | | <i>Due Date Missed</i> | <i>Due Date Missed</i> | |
| | | | | |
| Deliverable Status Comments: | | | | |

| | | | | |
|-------------------------------------|--|------------------------|------------------------|--|
| 5 | <p>LOGISTICS - The county shall maintain a comprehensive resource management program that involves pre-disaster, systematic identification of resource requirements, shortfalls and inventories. Also, the county shall identify local resources to meet emergency needs.</p> <p>A) Submit an updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and POD SOG (CEMP 2355). The strategy/plan shall also include, but not limited to the following:</p> <ul style="list-style-type: none"> -County Government Emergency Fuel Strategy -Utilization of private business and industry in meeting emergency resource needs -List of local vendors, Memorandum of Agreements and contracts that will provide resources in an emergency <p>B) Location, survey forms, and attribute information for county logistical staging areas using a format provided in cooperation with FDEM Logistics Section. Logistical Staging Area Site Survey Forms may be obtained at www.floridadisaster.org/Response/Logistics/documents/2009/LSA%20Site%20Survey%20Template.xls.</p> <p>C) POINTS OF DISTRIBUTION: Location and attribute information for Points of Distribution (POD) sites and comfort stations using a format provided in cooperation with FDEM's Logistics Section. County POD Site Survey Profile forms may be found at www.floridadisaster.org/Response/Logistics/2007/Documents/POD%20Distribution%20Site%20Profile.doc</p> | <i>In Work</i> | <i>In Work</i> | |
| | | <i>Complete</i> | <i>Complete</i> | |
| | | <i>Due Date Missed</i> | <i>Due Date Missed</i> | |
| Deliverable Status Comments: | | | | |

| | | | | |
|-------------------------------------|--|------------------------|------------------------|--|
| 6 | <p>SHELTER SURVEY AND RETROFIT PROGRAM - The county shall participate in Florida's statewide hurricane shelter space deficit elimination program by performing the following deliverables. All Counties shall address the following shelter deficit reduction plans and efforts consistent with the statewide shelter deficit reduction initiative by May 1, 2010 (reports required in each item below even if no change has occurred):</p> <p>A) Submit identified potential hurricane shelter retrofit projects or report that there are no new identified projects to Florida Division of Emergency Management (FDEM), Infrastructure Section. (The information is used to compile the Shelter Retrofit Report.)</p> <p>B) Submit all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects to the FDEM Infrastructure Section,</p> <p>C) Develop and submit to the FDEM Infrastructure Section a strategy to ensure that by June 1, 2010, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system shall be provided.</p> <p>D) Develop and submit to the FDEM Infrastructure Section, a strategy to ensure that by June 1, 2010, there is adequate designated Special Needs Shelters (SpNS) client space capacity to meet anticipated five-year demands as determined by the 2008 Statewide Emergency Shelter Plan (January 31, 2010). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item I.c. above.</p> <p>E) Update and submit to the FDEM Infrastructure Section, hurricane shelter deficit reduction progress reports, which include "as-is" retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)</p> <p>F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. The template to provide this information will be made available from FDEM</p> | <i>In Work</i> | <i>In Work</i> | |
| | | <i>Complete</i> | <i>Complete</i> | |
| | | <i>Due Date Missed</i> | <i>Due Date Missed</i> | |
| Deliverable Status Comments: | | | | |
| 7 | <p>LOCAL COMPREHENSIVE EMERGENCY MANAGEMENT PLAN -Maintain County Comprehensive Emergency Management Plan in accordance with Rule 9G, Florida Administrative Code and consistent with the state's Comprehensive Emergency Management Plan.</p> | <i>In Work</i> | <i>In Work</i> | |
| | | <i>Complete</i> | <i>Complete</i> | |
| | | <i>Due Date Missed</i> | <i>Due Date Missed</i> | |
| Deliverable Status Comments: | | | | |

Record of Review

Mid Year Review

County Emergency Management
Representative Signature

Date: _____

FDEM Division
Representative Signature

Date: _____

End of Year Review

County Emergency Management
Representative Signature

Date: _____

FDEM Division
Representative Signature

Date: _____

**Attachment B
Budget**

The anticipated expenditures for the Categories listed below are for the Emergency Management Preparedness and Assistance (EMPA) State portion of this subgrant only (Paragraph (17)(a), FUNDING/ CONSIDERATION). A separate budget form for the Emergency Management Performance Grant (EMPG) portion of this subgrant will be provided when federal funds are awarded by the Division

| <u>Category</u> | <u>Anticipated Expenditure Amount</u> |
|---|---------------------------------------|
| Salaries/Fringe Benefits | \$ _____ |
| Other Personal Services | \$ _____ |
| Expenses | \$ _____ |
| Operating Capital Outlay | \$ _____ |
| Fixed Capital Outlay | \$ _____ |
| Total State Funds | \$ _____ |
| (see section 17 – Funding/Consideration) | |

Attachment C

Program Statutes, Regulations and Program Requirements

Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 9G-6, 9G-11, 9G-19 and 9G-20, Florida Administrative Code
3. 48 CFR, Part 31

Program Requirements

(1) EQUIPMENT AND PROPERTY MANAGEMENT

The Recipient acknowledges the completed installation of a Hughes Network Systems, Inc., Personal Earth Station and related equipment (hereinafter "the Equipment").

The Recipient acknowledges and agrees to comply with applicable terms and conditions of: (1) the State of Florida Lease/Purchase Agreement, dated October 1994, executed between Hughes Network Systems, Inc. ("HNS"), and the Division, (a copy of which is available from the Division) regarding the procurement and use of the Equipment; and (2) the Services Agreement Between Hughes Network Systems, Inc., and the State of Florida, dated January 1995, (a copy of which is available from the Division) (hereinafter, collectively, "the HNS Agreements") regarding the operation of an interactive satellite communications service for the Division, the Recipient and other sites. In particular, the Recipient agrees:

- A. That any reports of problems with the Equipment or system, trouble reports, and any requests for repairs, service, maintenance or the like, shall be communicated directly and exclusively to the Division's State Warning Point (SWP) (850) 413-9910.
- B. That the Recipient will assist and comply with the instructions of the SWP and any technical service representative responding to the report or service request. Recipient's personnel shall cooperate with and assist service representatives, as required, for installation, troubleshooting and fault isolation, with adequate staff.
- C. That the Recipient shall **not** change, modify, deinstall, relocate, remove or alter the Equipment, accessories, attachments and related items without the express written approval of the Division.

- D. That the Recipient shall provide access, subject to reasonable security restrictions, to the Equipment and related areas and locations of the Recipient's facilities and premises, and will arrange permitted access to areas of third-party facilities and premises for the purpose of inspecting the Equipment and performing work related to the Equipment. Service representatives and others performing said work shall comply with the Recipient's reasonable rules and regulations for access, provided the Division is promptly furnished with a copy after execution of this Agreement. The Recipient shall provide safe access to the Equipment and will maintain the environment where the Equipment is located in a safe and secure condition. The Recipient shall provide service representatives with access to electrical power, water and other utilities, as well as telephone access to the Recipient's facility as required for efficient service.
- E. That the Recipient shall take reasonable steps to secure the Equipment and to protect the Equipment from damage, theft, loss and other hazards. This shall not obligate the Recipient to procure insurance. The Division agrees to procure and maintain all risks insurance coverage on the Equipment. The Recipient agrees to refrain from using or dealing with the Equipment in any manner which is inconsistent with the HNS Agreements, any policy of insurance referred to in the HNS Agreements, and any applicable laws, codes ordinances or regulations. The Recipient shall not allow the Equipment to be misused, abused, wasted, or allowed to deteriorate, except normal wear and tear resulting from its intended use. The Recipient shall immediately report any damage, loss, trouble, service interruption, accident or other problem related to the Equipment to the SWP, and shall comply with reasonable instructions issued thereafter.
- F. That any software supplied in connection with the use or installation of the equipment is subject to proprietary rights of Hughes Network Systems, Inc., and/or HNS's vendor(s) and/or the Division's vendor(s). The use of one copy of said software is subject to a license granted from HNS to the Department, and a sublicense from the Division to the Recipient, to use the software solely in the operation of the Equipment, to commence on delivery of the software to the Recipient and to last for the term of the HNS Agreements. The Recipient shall not: (i) copy or duplicate, or permit anyone else to copy or duplicate, any part of the software, or (ii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information provided in connection with the Equipment. The Recipient shall not, directly or indirectly, sell, transfer, offer, disclose, lease, or license the software to any third party.

- G. To comply with these provisions until the termination of the HNS Agreements.
- H. The amounts retained for the satellite service cover the initial order for services provided to the Division pursuant to the services agreement between Hughes Network Systems and the State of Florida. The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. The service charge covers only the remote corrective maintenance specified in paragraph 4.3 of the Service Agreement with HNS and does not cover other maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:
1. Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external to the Equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication Equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.
 2. Changes, modifications, or alterations in or to the Equipment other than approved upgrades and configuration changes.
 3. Deinstallation, relocation, or removal of the Equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

(2) NAWAS

The Florida National Warning System (NAWAS) is a U.S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U. S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the recipient.

(3) VEHICLES

Written approval from the Director of the Division of Emergency Management must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 9G-6, 9G-11, and 9G-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services

outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 9G-19.002(6), Florida Administrative Code.

6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

(c) Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor or (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat.

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

Attachment D
Reports

- A. The Recipient shall provide the Division with quarterly financial reports, semi-annual summary progress reports prepared in conjunction with the Division's Area Coordinator, and a final close-out report, all in a format to be provided by the Division.
- B. **Quarterly financial reports shall begin with the first quarter of the Recipient's fiscal year; are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are December 31, March 31, June 30 and September 30.**
- C. **The final close-out report is due thirty days after termination of this Agreement.**
- D. In addition to the above, in order to ensure compliance with Rule 9G-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Division electronically no later than **December 31, 2009**. In addition, the funds associated with the 2007 EMPG Supplemental and the additional 2008 EMPG funds must be included on this form. The Historical Information form must be prepared and signed by an official of the County's Finance Office.
- E. In a format provided by the Division, a proposed staffing summary shall be submitted to the Division not later than **December 31, 2009**.
- F. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12), and Rule 9G-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- G. Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Division.

H. All report formats provided by the Division shall be made available to the Recipient on the Division's Internet site and a hard copy will be mailed with a fully executed copy of the Agreement.

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the Agreement.

NO ADVANCE REQUESTED

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

ADVANCE REQUESTED

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

| DESCRIPTION | | (A) FFY 2006 | (B) FFY 2007 | (C) FFY 2008 | (D) Total |
|-------------|--|-----------------|-----------------|-----------------|--------------|
| 1 | INITIAL CONTRACT ALLOCATION | | | | |
| 2 | FIRST THREE MONTHS CONTRACT EXPENDITURES ¹ | | | | |
| 3 | AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.) | | | | |

¹ First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALULATION:

$$\text{Cell D3} \times \$ \text{DEM Award} = \text{MAXIMUM ADVANCE}$$

(Do not include any match)

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- [] Recipient has no previous DEM/DCA contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- [] Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.
Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

| BUDGET CATEGORY | 200__-200__ Anticipated Expenditures for First Three Months of Contract |
|---|--|
| ADMINISTRATIVE COSTS (Include Secondary Administration.) | |
| PROGRAM EXPENSES | |
| TOTAL EXPENSES | |

Explanation of Circumstances:

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

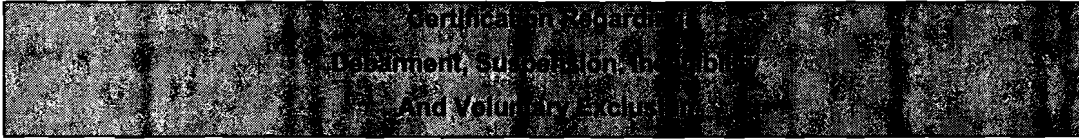
Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G



Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date

Attachment H
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the

Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment I
CHANGE SHEET

Whenever there is a change to any information listed in the Telephone Directory, please note changes on this change form and submit it to our office as soon as possible. It is imperative for this directory to be as accurate as possible in the event of an emergency. A copy of these changes will be forwarded to the other counties on the Change Form included in the Telephone Directory.

County:

Emergency Management Contact/Director:

Mailing Address:

Physical Address:

Office Phone:

Home Phone:

Fax:

Suncom:

Warning Point Phone:

Duty Pager:

Cellular Phone:

Warning Point Fax:

Internet Address:

Assistant Director:

Office Phone:

Pager:

Cellular Phone:

Home Phone:

Other Staff:

Directions to EOC:

Directions to EM Office:

County Officials:

Mayor:

Office Phone:

Fax:

Chairman:

Office Phone:

Fax:

County Administrator:

Office Phone:

Fax:

Assistant County Administrator:

Office Phone:

Fax:

Sheriff:

Office Phone:

Fax:

Superintendent:

Office Phone:

Fax:

American Red Cross: (include Chapter)

Office Phone:

Fax:

Other:

Submit changes to Linda McWhorter by e-mail at linda.mcwhorter@em.mflorida.com, by fax at 850-410-1016 or at the following address:

Division of Emergency Management
2555 Shumard Oaks Court
Tallahassee, Florida 32310

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO APPROVE ADVERTISING FOR COMMERCIAL REFUSE COLLECTION SERVICES

MEETING DATE REQUESTED: November 2, 2009

Statement of Issue: The Environmental Services Department has prepared a Request for Proposals (RFP) for Commercial Refuse Collection Services. It shall be advertised upon receiving Board approval.

Recommended Action: The Board should approve soliciting RFP's for the proposed scope of work.

Fiscal Impact: None

Budgeted Expense: No

Submitted By: John Singer, Environmental Services Director

Contact: 850-838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: At its meeting of September 1, 2009, the Board elected not to invoke the automatic renewal clause contained in the contract with Waste Pro of Florida, Inc. and to put out a Request for Proposals for Commercial Refuse Collection Services. At its Workshop of September 22, 2009, the Board reviewed the draft Request for Proposal document(s).

Options: Approve or Deny

Attachments: Request for Proposals for Commercial Refuse Collection Services



ENVIRONMENTAL SERVICES DEPARTMENT

3750 US Highway 98 West

Perry, FL 32347

(850)838-3533

TAYLOR COUNTY

BOARD OF COUNTY COMMISSIONERS

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

JACK R. BROWN, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

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

NOTICE OF REQUEST FOR PROPOSALS

The Taylor County Board of County Commissioners is soliciting sealed proposals for *Commercial Refuse Collection Services*.

Qualified firms or individuals desiring to provide the required products or services must submit nine (9) packages in a sealed envelope or similar package marked "*Sealed Proposal for Commercial Refuse Collection Services*" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32348, to arrive no later than 4:00 P.M., local time, on November 2, 2009. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:xx P.M. local time, or as soon thereafter as practical, on November 2, 2009, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Proposal information **MUST** be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32348, (850) 838-3506.

The County reserves the right, in its sole and absolute discretion, to reject any or all Proposals, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the proposed price(s). **No faxed Proposals will be accepted.**

Additional information may be obtained from:

Taylor County Environmental Services Department
3750 Highway 98 West
Perry, FL 32347
(850) 838-3533

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida



ENVIRONMENTAL SERVICES DEPARTMENT

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Perry, FL 32347

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Perry, Florida 32348
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(850) 584-2433 Fax

PROPOSAL CHECK-LIST

Check Items Included With Proposal

- _____ 1. Written Proposal
- _____ 2. Certificate of Liability Insurance or Agent Statement as outlined in the General Considerations (**MUST BE INCLUDED WITH PROPOSAL**)
- _____ 3. Declaration Page from Workers' Compensation Insurance, or Exemption Certificate issued by the State, Articles of Incorporation, and Taylor County Workers Compensation Hold Harmless Agreement (**MUST BE INCLUDED WITH PROPOSAL**)
- _____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) (**AFFIDAVIT ENCLOSED WITH PROPOSAL**)

This Proposal Check-List **must be included with the submitted Proposal.**



ENVIRONMENTAL SERVICES DEPARTMENT

3750 US Highway 98 West

Perry, FL 32347

(850)838-3525

TAYLOR COUNTY

BOARD OF COUNTY COMMISSIONERS

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Post Office Box 167
Perry, Florida 32348
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GENERAL CONSIDERATIONS

1. Proposals must be submitted by mail or in person to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida, 32348 to arrive no later than 4:00 P.M., local time.
2. Proposals that are not delivered to the physical address of the Clerk of Court prior to the specified time, will not be considered and will be returned to the responder unopened.
3. Proposals must be in a sealed envelope plainly marked "*Commercial Refuse Collection Services*" on the outside.
4. Once opened no Proposal may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
5. Proposals must include a completed Florida Public Entity Crimes Statement as required by F.S. 287.133 (3) (a).
6. Proposals shall be opened and read aloud on November 2, 2009 at 6:xx/P.M., in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.
7. The Taylor County Board of County Commissioners reserves the right to accept or reject any and/or all Proposals in the best interest of Taylor County.
8. It is the responsibility of the responders to fully understand and follow all conditions and specifications contained on this request.

9. The Taylor County Board of County Commissioners will enter into an Exclusive Franchise Agreement with the successful responder. Such agreement shall be reviewed and approved by the Taylor County Attorney prior to acceptance by the Board.
10. Proposal considerations/specifications **MUST** be obtained from the Clerk of Court, 108 North Jefferson Street, Suite 102, Perry, Florida 32348, (850) 838-3506.
11. All Proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing liability insurance coverage on the contractor, listing Taylor County as an additional insured. Also include the Declaration Page from the insurance policy showing Workmen's Compensation Insurance on all employees working on the project. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.
12. The Taylor County Board of County Commissioners **Does Not Accept Faxed Proposals.**
13. Responders who elect to send sealed Proposals overnight express, must send them to the physical address of: Clerk of Court, 1st floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347.

For additional information, contact:

**Taylor County Environmental Services Department
3750 Highway 98 West
Perry, Florida 32347
(850) 838-3533**

SPECIFICATIONS
FOR COMMERCIAL REFUSE COLLECTION SERVICES
TAYLOR COUNTY, FLORIDA

Table of Contents

| <u>SECTION</u> | <u>TITLE</u> |
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| 2 | DEFINITIONS |
| 3 | INFORMATION FOR PROPOSERS |
| 4 | PROPOSAL FORM |
| 5 | CONTRACT FORMS |

SECTION 1

GENERAL SYSTEM INFORMATION

1.1 GENERAL SERVICES/COMMERCIAL REFUSE COLLECTION DIVISION

1.2.1 Customer Profile:

- a. Approximately ~~300~~ 200 Commercial Entities

1.2.2 Types of Service:

- a. Container Service: All business are required to utilize a container for refuse collection services. The minimum size required for containers is 2 cubic yards except when single-can service is used. 96 gallon "Totes" will be used.

Actual frequency of pick-ups is established by the individual customer upon request and varies from one to three pick-ups per week.

1.2.5 Refuse Disposal: Taylor County disposes of collected solid waste at the Aucilla Area Solid Waste Administration Sanitary Landfill located in Greenville, Florida on Highway 221.

- a. ~~Option A.~~ The landfill is operated and maintained by the Aucilla Area Solid Waste Administration. The landfill site is located approximately thirty miles north of Perry. The landfill has been in operation since 1992. Coordination and use of the Aucilla Area Solid Waste Administration operated landfill must be negotiated by the Contractor. The present tipping fees charged by the Aucilla Landfill includes a \$7.00 per ton surcharge which is collected by the landfill and remitted to Taylor County. NOTE: All MSW is required to be transported to the referenced landfill with the exception of Construction & Demolition Debris, Yard Waste and Recyclable materials.
- b. ~~Option B. If another option is available to dispose of the solid waste, please provide this information on Proposal Form Option B.~~

Additional information about the County and its sanitation service may be obtained from:

Mr. John J. Singer, Environmental Services Director
3750 Highway 98 West
Perry, FL 32347
850-838-3533

SECTION 2

DEFINITIONS

2.1 REFUSE

Includes garbage and trash as hereafter defined, and all trash, rubbish, paper, glass, metal, yard waste and other discarded or abandoned matter.

2.3 GARBAGE

Garbage shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials.

2.4 CONTAINER SERVICE

The service provided to churches, schools, restaurants, apartment complexes, hotels, motels, condominiums, office buildings and other business places, which use dumpsters.

2.5 CAN SERVICE

Can service (96 gal. Totes) may be offered to small businesses and those which do not have adequate facilities for placement of dumpster.

2.6 SPECIAL SERVICE

Any collection or disposal service provided, which exceeds the uniform level of service provided under container or can service, and for which a special service charge is applied.

2.7 INDUSTRIAL WASTES

Any and all debris from land clearing or manufacturing; any commercial shrubbery or tree cuttings which result from the operations of a commercial lawn maintenance or grounds keeping company; building construction or alteration debris (except minor do-it-yourself projects); or debris from public works construction projects whether performed by a government unit or by a private contractor.

2.8 HAZARDOUS MATERIALS

Hazardous waste shall mean materials, or combinations of materials, which require special management techniques because of their acute or chronic effect on the air and water quality on fish, wildlife or other biota and on the health, safety and welfare of the public. These wastes include, but are not limited to, radioactive substances, toxic or caustic chemicals, biological wastes, flammable wastes, waste oil and explosives. These wastes also include any waste that is defined as a hazardous waste by the State of Florida Department of Environmental Protection in

the State of Florida Administrative Code or, by any future legislative action or by federal, state or local law.

2.9 MECHANICAL CONTAINER

A container of sizes two (2) through ten (10) cubic yards or larger, which is emptied either into a front-end loader truck or into a rear-end loader truck. The words "mechanical container" are synonymous with dumpster. Mechanical container shall also include the 10 to 40 cubic yard roll-off type of containers, and mechanical compacting containers.

2.10 COMMERCIAL CONTAINER

Commercial container shall mean any stand-alone or detachable receptacle or roll-off box for the disposal of garbage or refuse designed or intended for mechanical pickup.

2.11 COMMERCIAL ESTABLISHMENT

Any public or private place, building and/or enterprise devoted in whole or in part to a business enterprise whether nonprofit or profit-making in nature, except where such place, building and/or enterprise constitutes a single-family residence or multiple dwelling. Those multiple dwellings now being serviced by commercial containers or which could be serviced in the future shall be considered as "commercial establishments".

2.12 COMMERCIAL SOLID WASTE

Garbage, rubbish, trash, etc. resulting from the normal activities of commercial establishments.

2.13 CONTRACTOR

The individual, partnership, corporation or company which is submitting a proposal to provide refuse collection services, or has representative submit proposal. Proposer may be synonymous with Contractor in the event of contract award.

2.14 SURETY

The party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Contract when it is awarded.

2.15 PERFORMANCE BOND

The form of security approved by the County and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract, and will pay all lawful claims.

2.16 GROSS REVENUE

Total Receipts collected from the performance of this contract.

SECTION 3

INFORMATION FOR PROPOSERS

3.1 RECEIPT

PROPOSALS will be received by the Taylor County Clerk of Court (herein called the "OWNER" or "COUNTY"), at the County Courthouse until 4:00pm local time, _November 2nd_ 2009.

3.2 SUBMITTAL

Qualified firms or individuals desiring to provide the required services must submit their proposal/bid package in an envelope or similar package marked "**Sealed Proposals/Bids for Commercial Collection Services**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street or P.O. Box 620, Perry, Florida 32348.

3.3 FORM

All PROPOSALS must be made on the required PROPOSAL form. All blank spaces for PROPOSED prices must be filled in, in ink or typewritten, and the PROPOSAL form must be fully completed and executed when submitted. Five (5) copies of the PROPOSAL form are required.

3.4 IRREGULARITIES

PROPOSALS may be considered irregular and subject to rejection if they show serious omissions, unauthorized alterations of the form, unauthorized alternate PROPOSALS, incomplete PROPOSALS or irregularities of any kind.

3.5 INFORMALITIES

The OWNER may waive any informalities or minor defects or reject any and all PROPOSALS. Any PROPOSAL may be withdrawn prior to the above scheduled time for opening of the PROPOSALS or authorized postponement thereof. Any PROPOSAL received after the time and date specified shall not be considered. No PROPOSER may withdraw a PROPOSAL within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the PROPOSER.

3.6 PROJECT NATURE

PROPOSERS must satisfy themselves as to the scope and character of work being requested, in addition to extras included in the proposal request, by examination of the site and review of the specifications. After a PROPOSAL has been submitted, the PROPOSER shall not assert that there was a misunderstanding concerning the quantities and conditions of WORK or of the nature of the WORK to be done.

3.7 PERTINENT INFORMATION

The OWNER shall provide to PROPOSERS, prior to PROPOSAL submittal, all information which is pertinent to, and delineates and describes, the requirements of the subject project.

3.8 INTERPRETATIONS

No oral interpretations will be made to any PROPOSER as to the meaning of these Specifications or any other Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the COUNTY ten or more days before the date fixed for opening of PROPOSAL S. Every interpretation made to a PROPOSER will be in the form of an addendum to the Contract Documents which, if issued, will be sent as promptly as is practical to all persons to whom the Specifications have been issued. All such addenda shall become part of the Contract Documents.

3.9 ADDITIONAL INFORMATION

The CONTRACT DOCUMENTS contain the provisions required for the operations of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the Contract.

3.10 PERFORMANCE BOND

A PERFORMANCE BOND in the amount specified below, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract.

REQUIREMENT: One Hundred Thousand Dollars (\$100,000.00)

3.11 POWER OF ATTORNEY

Attorneys-in-fact who sign PROPOSAL BONDS or PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

3.12 PERFORMANCE BOND SUBMITTAL

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND within fifteen (15) calendar days from the date when NOTICE OF AWARD is delivered to the PROPOSER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the PROPOSER to execute the Agreement, the OWNER may consider the PROPOSER in default, in which case the PROPOSAL FORM accompanying the PROPOSAL shall become the property of the OWNER.

3.13 AGREEMENT

The OWNER, within fifteen (15) days of receipt of an acceptable PERFORMANCE BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement

and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the PROPOSER may by WRITTEN NOTICE, withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

3.14 OWNER INVESTIGATION

The OWNER may make such investigations as deemed necessary to determine the competency and financial responsibility of the PROPOSER to perform the WORK, and the PROPOSER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any PROPOSAL if the evidence submitted by, or investigation of, such PROPOSER is properly qualified to carry out the obligations of the AGREEMENT and to provide the service requested herein.

3.15 QUALIFIED PROPOSAL

A conditional or qualified PROPOSAL will not be accepted.

3.16 LAWS AND ORDINANCES

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over services of the PROJECT shall apply to the Contract throughout.

3.18 PROPOSAL PREPARATION

Each PROPOSER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any PROPOSER to do any of the foregoing shall in no way relieve any PROPOSER from any obligation in respect to its PROPOSAL.

3.19 PROPOSER INSPECTION TRIPS

Inspection trips for prospective PROPOSERS will be arranged by appointment with the Environmental Services Director, 3750 Highway 98 West, Perry, Florida, 32347; (850) 838-3533.

SECTION 4

PROPOSAL FORM

4.1 INTRODUCTION

4.1.1 **General:** The Taylor County Board of County Commissioners is seeking proposals from qualified private refuse collection companies (herein referred to as the CONTRACTOR or PROPOSER), with a minimum of five (5) years of experience in providing refuse collection services, for consideration to provide refuse collection services for business establishments.

4.1.2 **Term of Contract:** The length of the contract will be five (5) years with an option to renew for an additional five (5) years upon the same terms of the original contract.

4.1.3 **Base Rates:**

a. All mechanical containers owned by the County at the beginning of the contract or any purchased or rented during the full term of the contract shall be serviced and rented free of charge to the County. The County currently owns and/or rents the following mechanical containers:

| <u>Site</u> | <u>Size (cubic yards)</u> |
|--|---------------------------|
| A. County Jail | 30 |
| B. Road Dept. | 30 |
| C. Fire Dept. (Airport) | 20 |
| D. Co. Extension (Forest Capital Park) | 30 |
| E. The County currently provides three (3) containers (30 cy) per year per event for the Relay for Life (April) and the Florida Forest Festival (October). | |

b. The County is entitled to 5 percent of gross revenues as consideration for this contract. Consideration of the contract fee is to be included in the Base Rate proposed and any applicable increases.

4.1.4 **Rate Increase:** The Proposer is required to furnish the County information and timing of any anticipated base rate increases during the initial term of the contract. If none are anticipated report zero (0).

4.1.5 **Collection of Service Requirements:** The Proposer is required to provide a brief statement as to any service requirements that may be required of customers.

4.2 PROPOSAL FORM

4.2.2 The County wishes to have proposals submitted which conform to these specifications. Proposers are advised most strongly that they must provide all the information requested in accordance to the format contained in these specifications.

Failure to provide the information and to follow the format will be considered grounds for rejection of the proposal. Proposers are especially advised to fill in all blanks in the following Proposal Form, or to provide reasons why they cannot fill in the blanks.

- 4.2.3** The County reserves the right, in its sole and absolute discretion, to reject all RFP's, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract based on the lowest quoted price. . The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the bid price. **No faxed bids will be accepted.**

**COMMERCIAL REFUSE COLLECTION SERVICES
TAYLOR COUNTY, FLORIDA**

PROPOSAL FORM OPTION A
(Submit in Duplicate)

**DISPOSAL OF SOLID WASTE AT AUCILLA
AREA SOLID WASTE LANDFILL**

PROPOSER: _____

DATE: _____

TO: Taylor County Board of County Commissioners
P.O. Box 620
Perry, Florida 32348

Pursuant to invitation and in compliance with your Information for Proposers and other documents relating thereto, the undersigned hereby proposes to furnish all labor, equipment, materials and incidentals necessary to provide services as required in providing Commercial Refuse Collection Services, for Taylor County, Florida, as required by and in strict accordance with the contract documents (including all specifications) and all addenda, if any, issued prior to the date of this proposal of prices and conditions listed herein as follows:

Item 1. Base Rates (1)

Weekly Frequency of Pickups(2)

| Dumpster Size | 1 | 2 | 3 | 4 | 5 |
|---------------|---|---|---|---|---|
| 2 cubic yd. | | | | | |
| 4 cubic yd. | | | | | |
| 6 cubic yd. | | | | | |
| 8 cubic yd. | | | | | |

MINIMUM SERVICE:

96 gallon Totes - _____

NOTE: (1) The base rate is to include the container rental fee, if any.

NOTE: (2) Some Proposers may not provide certain frequencies of pickups. This is to be indicated by putting N/A above where applicable.

**COMMERCIAL REFUSE COLLECTION SERVICES
TAYLOR COUNTY, FLORIDA**

PROPOSAL FORM OPTION B
(Submit in Duplicate)

~~DISPOSAL OF SOLID WASTE AT AN ALTERNATE LOCATION.
PLEASE INDICATE LOCATION OF ALTERNATE DISPOSAL SITE IF AVAILABLE.~~

PROPOSER: _____

DATE: _____

TO: ~~Taylor County Board of County Commissioners
P.O. Box 620
Perry, Florida 32348~~

~~Pursuant to invitation and in compliance with your Information for Proposers and other documents relating thereto, the undersigned hereby proposes to furnish all labor, equipment, materials and incidentals necessary to provide services as required in providing Commercial Refuse Collection Services, for Taylor County, Florida, as required by and in strict accordance with the contract documents (including all specifications) and all addenda, if any, issued prior to the date of this proposal of prices and conditions listed herein as follows:~~

Item 1. Base Rates

Weekly Frequency of Pickups*

| <u>Dumpster Size</u> | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> |
|----------------------|----------|----------|----------|----------|----------|
| <u>2 cubic yd.</u> | _____ | _____ | _____ | _____ | _____ |
| <u>4 cubic yd.</u> | _____ | _____ | _____ | _____ | _____ |
| <u>6 cubic yd.</u> | _____ | _____ | _____ | _____ | _____ |
| <u>8 cubic yd.</u> | _____ | _____ | _____ | _____ | _____ |

MINIMUM SERVICE:

96 gallon Totes

~~*NOTE: Some Proposers may not provide certain frequencies of pickups. This is to be indicated by putting N/A above where applicable.~~

- Item 2. Base Rate Increase: The Base Rates will be applicable for the first 12 months of franchise service, after which the base rates will may be increased by ____ percent per year based upon the Consumer Price Index (CPI) for the following four years of the contract period. This percentage shall not exceed the CPI for the previous year.
- Item 3. All billing and collection services shall be the responsibility of the Contractor. Billing for service shall be on at least a monthly basis. The Contractor shall remit the franchise fee to the County on a quarterly basis in arrears for revenue received for services provided within thirty (30) days after the end of the quarter.
- Item 4. Option to Renew: The initial term of the agreement will automatically be extended for one successive additional 5-year terms, unless either party notifies the other party in writing, not less than 120 days prior to termination of the current 5-year term, of its intentions to terminate the agreement. Any such written notice must be sent by registered or certified mail, return receipt requested.
- Item 5. Terms of Specifications: When the County selects a Contractor, the County is agreeable to modifying the terms of these specifications in the final contract, if such modifications will result in cheaper, more efficient service to the citizens of the Taylor County, or if the modifications will make clearer the terms of the final contract. This clause will not apply to the rates submitted by the Contractor, nor to any of the sections herein related to the performance bond, references, insurance, hold harmless clause, length of time the Contractor has been in the sanitation business, etc. The County will be the final authority to which changes are allowed.

The Proposer understands that the Owner reserves the right to reject any or all proposals and to waive any informalities or technicalities in the proposal.

The Proposer agrees that this proposal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving proposals.

The Proposer understands that the above rate amounts shall include all labor, materials, bailing, removal, storage, overhead, profit, insurance, tipping fees, franchise fees, etc., to cover the service of the several kinds called for.

If written notice of acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within 60 days after date of opening of proposals, or at any time thereafter before this proposal is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached as required by these documents, in accordance with the proposal as accepted, all within ten (15) days after the prescribed forms are presented to him for signature.

Notice of award should be mailed, telegraphed or delivered to the undersigned at the following address:

CORPORATE SEAL
(If a Corporation)

Firm Name (Typed)

Address (Typed)

City State Zip

By _____
Name (Typed)

Signature

Title

License Number (if applicable)

Acknowledgement is hereby made of receipt of the following addenda, if any:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

SECTION 5

CONTRACT FORMS

The following Contract Forms are found in this Division:

- a. AGREEMENT
- b. PERFORMANCE BOND
- c. NOTICE OF AWARD
- d. NOTICE TO PROCEED
- e. PUBLIC ENTITY CRIMES STATEMENT

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2010, by and between TAYLOR COUNTY, FLORIDA hereinafter called "OWNER" and _____ doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. CONTRACTOR shall commence and completely provide services as required to provide *Commercial Refuse Collection Service* throughout the unincorporated area of Taylor County, Florida.
2. CONTRACTOR shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for completion of the PROJECT described herein.
3. CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS within ____ calendar days after the date of the NOTICE TO PROCEED and will provide the same for 1,825 calendar days unless the period for service is extended or otherwise modified by the CONTRACT DOCUMENTS.

ARTICLE I. DEFINITIONS

1. COUNTY – Taylor County, Florida, a political subdivision of the State of Florida, as bounded on the day of this CONTRACT.
2. CONTRACTOR - _____

ARTICLE II. CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS consist of this Agreement, Proposal, Specifications, Contract Forms and all addenda issued prior to execution of this Agreement, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE III. COLLECTION SERVICE REQUIREMENTS

1. Container Service:
 - a. Frequency: County Ordinance No. 2004-02 provides that business establishments maintain a mechanical container or containers of sufficient capacity to hold three (3) days accumulation of garbage. Proposers are advised to review very carefully each business' mechanical container (s) needs. The County encourages the

Contractor and customer to agree on a pickup schedule (frequency) for the sake of public health and to protect the environment of the County.

1. At the beginning of the agreement between the County and the Contractor, the Contractor will use the existing collection schedules. However, within thirty (30) days after the signing of the agreement, the Contractor may change the routes and schedules in order to provide the best, most efficient and most cost-effective service to the customers.
 - b. Location: Container customers will accumulate refuse at locations that are mutually agreed upon by the customers and the contractor, and which are convenient for collection by the Contractor.
 - c. Container Refuse – Collection: The Contractor will make collections with as little disturbance as possible. No pickups are to be done before 4:00 a.m. or after 7:00 p.m. Refuse receptacles are to be thoroughly emptied and then left standing upright with covers in place at the location where containers are found. Any refuse spilled by the Contractor must be picked up immediately by the Contractor.
 - d. Special Conditions Governing Containers: Mechanical containers or dumpsters, as defined, are governed by the conditions set forth and in this Proposal. These conditions are:
 1. It is the responsibility of the Contractor and the customer or property owner to agree upon the size of the container and the frequency with which it is emptied in compliance with County Ordinance No.2004-02. Currently, the County requires a container of sufficient size to hold an accumulation of refuse over a 3 day period and/or a minimum two (2) yard container.
2. Schedules and Routes:
 - a. General: The County will cooperate with the Contractor to keep County owned roads open so that the Contractor may adhere to his/her schedule and routes. However, the Contractor is to understand that, at times, the County may temporarily have to close a road because of repairs or for other reasons. The County will notify the Contractor in advance of the closing, if possible, and will cooperate with the Contractor in making arrangements for the sanitation service to be maintained in the affected area.
 - b. Storms, Emergencies, Disaster, etc.: In the case of a storm or hurricane, the County Administrator may grant the Contractor reasonable variance from the regular schedules and routes. As soon as practicable after such storm, the Contractor must advise the Environmental Services Director and the customers of the estimated time required before regular schedules and routes can be resumed.
 1. In the case of a storm or other disasters, where it is necessary for the Contractor and the County to acquire additional equipment and to hire

extra crews to clean the County of debris and refuse, the Contractor is required to work with the County in all possible ways for the efficient and rapid clean-up of the County.

2. The Contractor will be entitled to receive extra compensation above the contract prices for additional men, overtime and equipment costs, provided that the Contractor has first obtained prior written authorization from the Environmental Services Director.

c. **Parking Trucks:** Trucks shall not be parked in residential areas except for loading purposes.

3. Quality of Service:

a. **Character of Personnel Equipment:**

1. **General:** The supervision of refuse collection and disposal will be by competent, qualified personnel, and the Contractor will agree to provide sufficient personnel, time and attention to the directing of sanitation services so as to insure performance satisfactory to the County and the customers. The Contractor shall not allow incompetent, dishonest or discourteous employees to work in the County.

2. **Uniforms:** Each of the Contractor's collection employees shall wear a clean uniform bearing the company's name and employee name (first initial and last name).

3. **Operator's License:** Each employee shall, at all times, carry a valid operator's license for the type of vehicle being driven.

4. **Dismissal:** The County may require the removal from servicing the County contract of any employee of the Contractor who violates any provision hereof or who is wanton, negligent or discourteous in the performance of his/her duties.

5. **Safety:** The Contractor shall provide operating and safety training for all personnel. Collectors/drivers shall be required to wear safety vests or other high-visibility clothing when outside of any refuse vehicle.

b. **Cooperation of Contractor Required:** The Contractor will cooperate with an authorized representative of the County in every reasonable way, to insure that the collection and disposal of refuse is properly done. Care must be taken to prevent damage to property, including shrubs, flowers and other plants.

c. **Collection Procedures:** All solid waste shall be placed in approved containers at locations that are readily accessible to the customer. Containers shall be located on private property and not within the road right-of-way.

1. The Contractor shall not litter in the process of making collections, but shall not be required to collect material that has not been in approved containers or in a manner herein approved.
 2. All solid waste hauled by the Contractor shall be so contained or enclosed that leaking, spilling or blowing are prevented. In the event of any spillage, the Contractor shall immediately clean up the litter. Title to all waste shall be vested in the Contractor upon being placed in its vehicle. NOTE: "Title to all waste" does not empower the Contractor to take the waste to any disposal facility other than the Aucilla Area Regional landfill, with the exception of C&D, yard waste and recyclable materials.
 3. All solid waste for disposal shall be hauled to site or facilities legally empowered to accept it for treatment or disposal. The County reserves the right to approve or disapprove site taking into account regulations of the costs, if any, routes within the County, and the rules and regulations of the of the governmental body having jurisdiction over said sites or facilities.
- d. Complaints: All complaints shall be serviced within forty-eight (48) hours. The Contractor shall supply the County with copies of all complaints on a form approved by it and indicate the disposition of each. Such records shall be available for County inspection at all times during business hours. The form shall indicate the nature of the complaint, the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day. The Contractor shall notify all customers about complaint procedures, rates, regulations and day of collection. Complaints or disputes between the Contractor and any customer will be resolved by the Contractor and the customer. The County will not become a party to any complaints unless these involve a violation of a County ordinance or constitute a material breach of the agreement between the Contractor and the County. Also, the Contractor is advised that renewal of the agreement with the County will also depend in part upon how satisfactorily the Contractor has handled complaints from citizens regarding service.
- e. Performance Standard:
1. If the Contractor fails to collect materials herein specified for a period in excess of five (5) consecutive calendar days or fails to operate the system in a satisfactory manner for a similar period, the County may move as follows (provided such failure is not due to war, insurrection, riot, Act of God or any other cause beyond the Contractor's control):
 - a. At its option, after written notice to the Contractor as provided hereinafter, take over and operate any or all of the Contractor's equipment used in the performance of this agreement;

b. Use and operate same itself until such matter is resolved and the Contractor is again able to carry out its operation under this contract. Any and all operating expenses incurred by the County in so doing may be deducted from compensation, or charged to the Contractor hereunder.

2. During such period, the liability of the County to the Contractor for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability. The liability of the Contractor to third persons shall cease and all claims or demands arising out of the operation of the collection service shall be directed to the County.

3. Provided, however, if the Contractor is unable for any cause to resume performance at the end of thirty (30) calendar days, all liability of the County under this contract to the Contractor shall cease and the County shall be free to negotiate with other Contractor s for the operation of said collection service. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this contract. In the event that a contract is so negotiated with a new Contractor (s), third party liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operations of the collection service. In case of termination and County operation, the County shall have access to the Contractor's records for the purpose of billing and shall retain all payments and funds received for the period during which the County provides the service.

4. Pursuit of the foregoing remedies shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any amount due by Contractor hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any violation shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided on an event of default shall not be deemed or construed to constitute a waiver of such default.

4. Equipment:

a. Type: The Contractor must use only vehicles with bodies constructed to prevent any leakage.

b. Amount: The Contractor must provide sufficient equipment in proper operating condition so that regular schedules and routes of collection can be maintained.

c. **Condition:** Equipment is to be maintained in a reasonable, safe working condition; to be painted uniformly with the name of the Contractor. Also, the Contractor's business telephone number and the vehicle number are to be displayed on both sides of each vehicle. All vehicles must be numbered and a record kept of the vehicle to which each number is assigned. No advertising is permitted on the vehicles, except of County-sponsored events, should the Contractor allow such advertising to be put on the vehicles on behalf of the County.

d. **Equipment List:** The Contractor must provide the County with an itemized list of the vehicles and equipment he/she intends to use in Taylor County, Florida. This list is to include the following:

Vehicles: Number, type, capacity, front or rear loading, etc.

5. Disposal of Refuse:

Proposers are advised to investigate fully the proposed Aucilla Area Solid Waste Disposal Facility.

6. Billing Services:

Discontinued Service or Delinquent Accounts: The Contractor shall supply the County a written set of Policies & Procedures for the discontinuance of service and the handling of delinquent accounts.

ARTICLE IV. INDEMNIFICATION

1. CONTRACTOR shall indemnify and hold harmless the COUNTY and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the WORK itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

2. In any and all claims against the COUNTY or any of its agents or employees by any employee of the CONTRACTOR, any directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under workers compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE V. CONTRACTOR'S RELATION TO THE COUNTY

1. Contractor as an Independent Contractor: It is agreed and understood that the Contractor is, in all respects, an independent contractor and is in no respect an agent or employee of the County. While the County and the Contractor will sign an agreement outlining the work to be done and at what rates, the methods used to accomplish the work will be the responsibility of the Contractor, unless otherwise provided in the agreement.
2. Assignment: No assignment of the contract or any right occurring under this contract shall be made in whole or in part by the Contractor without the express written consent of the County; in the event of any assignment, the assignee shall assume the liability of the Contractor.
3. Supervision of Contract Performance: The Contractor will supervise his/her own performance, with the understanding that failure to provide the service required by the County and agreed to by both parties may subject the Contractor to possible termination of the agreement and forfeiture of the performance bond.
4. Inspection of Work:
 - a. The Contractor will furnish the Environmental Services Director with reasonable opportunity for ascertaining whether or not the work is being performed in accordance with the requirements of the agreement.
 - b. The Contractor will designate, in writing, the person or persons who will serve as liaison between his organization and the County.
5. County Not Liable for Delays: It is agreed that in no event will the County be liable or responsible to the Contractor or to any other persons due to any stoppage or delay in the collection services by injunction or other legal proceedings brought against the Contractor, or from or due to any delay from any cause over which the County has no control.
6. Right to Require Performance: The failure of the County at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
7. Breach of Contract: It will be the responsibility of the Environmental Services Director and his designated employees to observe the collection services provided by the Contractor. If, in the opinion of the Environmental Services Director, there has been a breach of the agreement, then the Environmental Services Director will so notify the Contractor in writing, specifying the manner in which there has been a breach of contract. If within a period of seven (7) working days the Contractor has not eliminated the conditions considered to be a breach of contract, then the Environmental Services Director will so notify the Board of County Commissioners and a hearing will be set for a date within fifteen (15) days of such notice. At the hearing, the Board of County

Commissioners will hear the Contractor and the County representative, and will make a determination as to whether or not there has been a breach of the agreement, and will direct what further action should be taken by the County.

8. Damages for Breach:

- a. The failure to make pickups from each pickup unit shall constitute a separate violation and will authorize a separate such deduction. Such deduction may be imposed by a majority vote of the Board of County Commissioners provided, however, notice to the Contractor and an opportunity to present evidence must be given as provided in the paragraph below.
- b. If the Contractor fails to perform its obligations under Collection Service Requirements hereof, the County shall be entitled to liquidated damages in the amount of Ten Dollars (\$10.00) per such breach. Each breach at a separate pick-up unit shall constitute a separate violation and will authorize a separate levy of damages. Such damages may be assessed by a majority vote of the Board of County Commissioners.
- c. The assessment of liquidated damages as herein provided, shall not constitute a waiver of the County to sue the Contractor for such damages or to terminate this contract.
- d. A written notice mailed by certified mail to the address of the Contractor, as shown herein, shall constitute sufficient notice under this contract.

9. Default: The failure on the part of the Contractor to comply in any substantial respect with any of the provisions of this contract shall be grounds for a forfeiture of this contract, but no such forfeiture shall take effect until the County has served upon the Contractor written notice of default which notice shall set forth the nature and extent thereof. The Contractor shall have seven (7) days following the notice of default to correct the same. If the Contractor protests the reasonableness of propriety of the County's declaration, said protest shall be served upon the County in writing within ten (10) days following receipt by the Contractor of the County's notice.

10. Cancellation of Contract: If the Contractor fails to begin work at the time specified, fails to perform the work in any manner so that proper collection of the refuse does not occur; or discontinues the work or any portion thereof, or for any other cause whatsoever, excepting Acts of God, does not carry on the work as agreed; or if the Contractor becomes insolvent, or allows any final judgment for the payment of money to stand against him unsatisfied. And if the County gives notice of such default to perform the contract as agreed, and if the Contractor or his surety fails to correct such default within seven (7) working days after the giving of such notice by the County, then the Board may cancel the contract. The County shall exercise its right to retain the Performance Bond.

11. Bankruptcy or Insolvency: If the Contractor becomes insolvent and in event if the Contractor files a petition of voluntary or involuntary bankruptcy, then this contract shall terminate in no event later than the date of filing of the bankruptcy petition.

ARTICLE VI. COMPLIANCE WITH LAWS AND REGULATIONS

1. **Adoption of New Ordinances:** The right is hereby reserved for the County to adopt, in addition to the provisions herein contained in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations by ordinance or otherwise shall be reasonable and not in material conflict with the intended purpose of this contract. The Contractor shall conduct operations under this contract in compliance with all applicable laws and its failure to comply shall constitute a default hereunder.
2. **Legal Compliance:** The Contractor will agree to abide by all applicable Federal, State and County laws and regulations. The Contractor and his surety will agree to indemnify and save harmless the County, all of its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations by the Contractor, his agents or employees.
3. **Choice of Law:** This agreement is made in the State of Florida and shall be governed by Florida law.
4. **Venue:** Taylor County, Florida, shall be proper venue for litigation involving this Contract.

ARTICLE VII. REPORTS OF OPERATIONS

1. **Record Keeping:** The Contractor shall keep records of wastes collected and charges therefore for a period of five (5) years. The County shall have the right to review those records which in any way pertain to the payments due (as well as the billing of all customers by the Contractor).

All information so obtained shall be confidential and shall not be released by the County unless expressly authorized in writing by the Contractor. (The Contractor will be responsible for the monthly billing of the customer and the County will be provided with a quarterly report indicating gross revenue).

2. **Record Reporting:** Semiannually, the Contractor will agree to submit to the County a written report showing:
 - a. Number of complaints received, type or types of complaints, and actions taken by the Contractor to resolve them.
 - b. Any other operational reports which the County may request including but not limited to: Number and Name of customers, size of containers and number of frequency of pick-up.

ARTICLE VIII. INSURANCE

1. General: The Contractor shall not commence work for the County until all insurance required by this Section has been obtained. Said insurance coverages shall be maintained during the term of this agreement. Liability and property damage insurance will protect the Contractor in the performance of the work covered by this Contract as against any claims for damages for personal injury, property damage, wrongful or accidental death, or otherwise, which may arise from operations under this Contract, whether such incidents result from acts of the Contractor, its employees, agents, subcontractors, or otherwise, and said insurance policy shall name Taylor County as an insured. Copies of all policies shall be furnished by the Contractor to the County.

2. Worker's Compensation: The Contractor will provide and maintain during the life of the contract, and at his own expense, Worker's Compensation and Employers' Liability Insurance with the following limits of liability:

| | |
|------------------------|-------------------------|
| Worker's Compensation: | Statutory |
| Employer's Liability: | \$500,000 each accident |

3. Comprehensive General Liability: The Contractor will agree to provide and maintain during the life of the contract, and at his own expense, Comprehensive General Liability Insurance including protection for liability arising out of premises, operation, independent contractors, products/completed operations and contractual obligations. The policy will be extended to provide for personal injury liability and broad form property damage liability. The contractual coverage must specify that it covers the hold harmless agreement which is part of the contract. The limits of liability will be as follows:

| | |
|--------------------------|--|
| Bodily Injury Liability: | \$1,000,000 each occurrence \$2,000,000 aggregate |
|--------------------------|--|

| | |
|----------------------------|--|
| Property Damage Liability: | \$1,000,000 each occurrence \$2,000,000 aggregate |
|----------------------------|--|

4. Comprehensive Automobile Liability: The Contractor will provide and maintain during the life of the contract, and at his own expense, Comprehensive Automobile Liability Insurance including protection for liability arising out of owned, non-owned and hired vehicles. The policy will be extended to provide contractual coverage for the hold harmless agreement which is party of the contract with the County. The limits of liability will be:

| | |
|--------------------------|--|
| Bodily Injury Liability: | \$300,000 each person \$1,000,000 each occurrence |
|--------------------------|--|

| | |
|---------------------------|-----------------------------|
| Property Damage Liability | \$1,000,000 each occurrence |
|---------------------------|-----------------------------|

5. Hold Harmless Agreement: The Contractor and his surety will bind themselves to indemnify and save the County harmless, and defend the County from all suits or actions brought against the County for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of the Contractor

or his agents, including subcontractors, in doing the sanitation service contracted for in the agreement. Said insurance shall save harmless and exempt from the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damage costs, expenses and attorneys' fees incidental to any work done in the performance of this agreement.

6. **Certificate of Insurance:** The Contractor will furnish to the County Administrator, prior to the start of the agreement, satisfactory proof of the insurance required, with the Board of Taylor County Commissioners named as additional insured, with a company satisfactory to the County. The best rating of the insurance company must also be provided to the County. To be acceptable to the County each insurance certificate should contain a clause similar to the one that follows:

“Should any of the above described policies be cancelled or undergo material change before the expiration date, the issuing insurance company will mail thirty (30) days before the date of expiration or change, a notice to the County Administrator”.

ARTICLE IX. PERMITS AND LICENSES

The Contractor shall obtain, at his own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

ARTICLE X. MISCELLANEOUS

- a. Neither COUNTY nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the CONTRACT DOCUMENTS and, specifically, CONTRACTOR shall not assign any monies due without prior written consent of the County.
- b. COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the CONTRACT DOCUMENTS.
- c. The CONTRACT DOCUMENTS constitute the entire agreement between the COUNTY and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2010.

COUNTY: Taylor County

CONTRACTOR: _____

BY: _____

BY: _____

Rudolph Parker, Chairperson

ATTEST:

NOTARY PUBLIC:

BY: _____
Annie Mae Murphy, Clerk of the Court

AFFIX COUNTY SEAL:

My Commission Expires on: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called CONTRACTOR,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

hereinafter called OWNER, in the total aggregate penal sum of

ONE HUNDRED THOUSAND Dollars (\$100,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Contractor entered into a certain contract with the Owner, dated the _____ day of _____, 2004, a copy of which is hereto attached and made a part hereof for the Commercial Services for Refuse Collection, throughout the unincorporated area of Taylor County.

NOW, THEREFORE, if the CONTRACTOR shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and if the CONTRACTOR shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to WORK to be performed thereunder of the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration of addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than 20 percent, so as to bind the CONTRACTOR and the Contract Price more than 20 percent, so as to bind the CONTRACTOR and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract of the Load Documents, shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 2004.

ATTEST:

(Contractor) Secretary

(SEAL)

(Witness as to Contractor)

(Address)

ATTEST:

Witness to Surety

Address

CONTRACTOR

BY _____ (s)

(Address)

SURETY

BY _____
Attorney-in-Fact

Address

NOTE: Date of BOND must not be prior to date of CONTRACT.

If CONTRACTOR is a partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: *Commercial Collection Services for Unincorporated Taylor County, Florida*

The OWNER has considered the PROPOSAL submitted by you for the above described WORK in response to its Request for Proposals dated _____, 2009, and Information for Proposers.

You are hereby notified that your PROPOSAL has been accepted.

You are required by the Information for Proposers to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND and certificates of insurance within 60 calendar days from the date of this Notice to you.

If you fail to execute said Agreement and Furnish said BONDS within 60 days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned and as a forfeiture of your PROPOSAL BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ___ day of _____, 2009.

OWNER

BY: _____

TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

NOTICE TO PROCEED

PROJECT: *Commercial Collection Services For Unincorporated Taylor County, Florida*

TO: _____

DATE: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2009, on or before February 1, 2010, and for the initial term you are to complete the WORK within 1,825 consecutive calendar days thereafter. The date of completion of all WORK is therefore January 31, 2010.

OWNER

BY: _____

TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

PUBLIC ENTITY CRIMES STATEMENT

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____
_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is _____,

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. My name is _____ and my relationship to the entity
name above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract

and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day

of _____, _____.

NOTARY PUBLIC

My commission expires: _____

FORM PUR 7068 (Rev. 11/89)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Request for approval for Chairperson signature on contract for Courthouse Chiller Maintenance with Engineered Cooling Services Inc.

MEETING DATE REQUESTED:

October 5, 2009

Statement of Issue: Request for Board to approve Chairperson signature on three year contract with Engineered Cooling Services Inc. for preventative maintenance on the Courthouse Air Conditioning System.

Recommended Action: Approve contract.

Fiscal Impact: \$2,700 per year for three years

Budgeted Expense: Yes

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Previously, the Board contracted with Johnson Controls Inc. for maintenance of the Courthouse Air Conditioning Chiller System. Subsequent to the expiration of the contract with Johnson Controls, staff decided to request quotes in an effort to ensure the lowest maintenance cost. Staff received quotes from Engineered Cooling Services, Johnson Controls and Kellar Mechanical. The quote amounts are as follows:

| COMPANY | AMOUNT PER YEAR |
|----------------------------------|------------------------|
| Engineered Cooling Services Inc: | \$2,700.00 |
| Johnson Controls Inc: | \$3,990.00 |
| Kellar Mechanical In: | \$4,250.00 |

Staff chose Engineered Cooling Services as the lowest and best bidder on the project and respectfully requests Board approval for the Chairperson to sign the contract for a three year period.

- Options:**
1. Approve the contract.
 2. Choose not to approve the contract.

Attachments: Copy of contract

9. Inspect starter, relays and controls.
10. Check previous diagnostics on microprocessor if applicable.
11. Verify operation of machine safeties (high pressure, low pressure, oil differential, flow switch and freeze protection).

Annual Shut-Down Inspection Scope of Service:

1. Leak check refrigerant circuit electronically.
2. Meg compressor.
3. Disassemble starter and clean starter contacts.
4. Take oil sample and send off to an independent laboratory for analysis.
5. Check pressure drop across the filter drier.
6. Tighten all electrical connections.
7. Vacuum clean starter and control panel enclosures.
8. Run Performance Log at 3 15-minute intervals including:
 - a. Chill water entering and leaving temperatures and pressures.
 - b. Condenser air entering and leaving temperatures.
 - c. Evaporator approach temperature.
 - d. Refrigerant temperature and pressures.
 - e. Oil temperatures and pressures.
 - f. Chiller run hours.
 - g. Chiller start count.
9. Measure and record system superheat and sub-cooling.
10. Calibrate all controls and safeties.
11. Verify operation of machine safeties (high pressure, low pressure, oil differential, flow switch and freeze protection).
12. Clean Condenser Coils with coil cleaner (non-acid).
13. Test the chilled water loop and treat if needed.
14. Advise customer of findings and provide written report of deficiencies or recommendations noted.

Excluded Items:

1. Oil.
2. Refrigerant.
3. Parts.

Staff: the Contractor shall employ sufficient staff to complete the aforementioned tasks and such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a photo identification badge with a signature of a corporate principle.)

If the contract is terminated for cause before performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted at the contract unit price.

6. DEFAULT OF CONTRACT. If the Contractor fails to begin the work under the Contract within the time specified in the "Notice to Proceed", or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or discontinues the prosecution of work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

7. PRESERVATION OF PROPERTY. The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

11. **PERMITS, RULES & REGULATIONS.** It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations.

12. **ACCESS TO RECORDS.** The Contractor agrees to provide access to those records, books and documents that pertain to this project during the project period and for a three (3) year period thereafter.

13. **COMPONENT PARTS OF THIS CONTRACT.** This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

(a) The Contractors proposal

(b) This Instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component list enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

14. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: Taylor County Facilities Maintenance Department, 201 East Green Street, Perry, Florida 32347, telephone number (850) 838-3500, Ext. 1.

15. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs. In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day



Engineered Cooling Services
a service logic company

Service Proposal

| | | | |
|---|---|---|---|
| Pensacola Office: 2442 Executive Plaza Pensacola, FL 32504 Phone (850) 432-7656 Fax (850) 432-7657 | Mobile Office: 6161 Rangeline Rd. Ste G Theodore, AL 36582 Phone (251) 443-1150 Fax (251) 443-1151 | Tallahassee Office: 1213 Tharpe Street Tallahassee, FL 32303 Phone (850) 224-5551 Fax (850) 224-5557 | Orlando Office: 6431 Milner Blvd. Ste. 3 Orlando, FL 32809 Phone (407) 852-9342 Fax (407) 852-9343 |
|---|---|---|---|

TO: **Taylor Co. Building Dept.**
201 E. Green Street
Perry, FL 32347

PROJECT: **York Chiller Preventative Maintenance**

ATTN: **Danny Griner**

LOCATION: **Court House**

PHONE: **850-838-3500**

PROPOSAL NO.: **09-CT011**

DATE: **01-23-09**

EMAIL: **building.director@taylorcountygov.com** JOB NO:

THANK YOU FOR THE OPPORTUNITY OF PROVIDING YOU WITH THIS PROPOSAL

Engineered Cooling Services is pleased to propose the following: **Necessary labor and materials to perform (3) Quarterly Running Inspections and (1) Annual Shut-Down Inspection.**
York Chiller- Model# YCAL0094EC46XCA Serial# RLMM006801

Running Inspection Scope of Service:

- Visually inspect chiller condition.
- Measure and record system superheat and sub-cooling.
- Run Performance Log at 15-minute intervals including:
 - a. Chilled water entering and leaving temperatures and pressures.
 - b. Evaporator approach temperature.
 - c. Refrigerant temperature and pressures.
 - d. Oil temperature and pressures.
 - e. Chiller run hours.
 - f. Chiller start count.
- Check refrigerant and oil levels.
- Measure and record pressure drop across oil filter.
- Inspect condenser fan motors and blades
- Inspect condenser fan and motors for proper operation.
- Verify proper operation of compressors.
- Inspect starter, relays and controls
- Check previous diagnostics on microprocessor if applicable.
- Verify operation of machine safeties (high pressure, low pressure, oil differential, flow switch and freeze protection).

September 11, 2009

VIA E-MAIL AND REGULAR MAIL

Ms. Lawanda Pemberton
% Mr. Jack Brown
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Courthouse HVAC Contract

Dear Lawanda:

I have reviewed the Contract for Engineered Cooling Systems, Inc and Taylor County.

I would suggest that a paragraph be put in the Contract for a term. Is it for one (1) year, or what?

If you need language for the above, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy
Mr. Jack Brown

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



2009 – 2010 Library Annual Plan

MEETING DATE REQUESTED:

October 5, 2009

Statement of Issue: An updated Annual Plan of Action for the Taylor County Public Library is required in order to receive funding.

Recommended Action: Sign attached Annual Action Plan 2009-2010

Fiscal Impact: Estimated \$88,000 from State Aid funding

Budgeted Expense: Y/N N/A

Submitted By: Pamela Grigg

Contact: Pamela Grigg, Library Director
850-838-3544; library.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The annual plan describes goals to be attained during each budget year. The State of Florida, Bureau of Library Development requires this document.

Options:

Attachments: Taylor County Public Library Annual Plan 2009 - 2010

Taylor County Public Library
403 N. Washington Street
Perry, Florida 32347

Annual Action Plan 2009-2010

**Department of Library and Information Services
(Taylor County Public Library)
www.teplreads.com**

- I. Expand Program Services**
 1. Provide formal literacy training/programs.
 2. Increase high quality programming for children and adults.
 3. Provide senior oriented programming within the community.
 4. Provide outreach services and programming for all ages via bookmobile and van.
 5. Partner with county departments, Taylor County schools, home schooling families, churches, museums, area agencies, University of Florida, Florida State University, Taylor Technical School, Florida A & M University, Tallahassee Community College and University of North Florida.
 6. Create Library Café Newsletter.
 7. Expand Career Center resources and training.

- II. Technology**
 1. Create a vibrant, interactive, award winning virtual library via library website/technology blog.
 2. Update Library technology plan – apply for E-Rate Grant funding
 3. Provide access to new technologies including Kindle, Sony Reader, Netbook, etc.

- III. Capital Improvement Projects**
 1. Create Genealogy Research Center
 2. Expand Florida Collection
 3. Repair Bookmobile air conditioning and side step

- IV. Staff Training**
 1. Training for 100% of staff in library related skills.
 2. Provide training for ST200 Microfilm reader/scanner
 3. Provide training for youth programming.

- V. Friends of the Library**
 1. Work with Friends group to revitalize the organization

- VI. Establish Taylor County Public Library Foundation**

- VII. Volunteers**
 1. Establish formal volunteer program with volunteer coordinator.
 2. Establish Teen Library Advisory Group

Approved by the Taylor County Board of County Commissioners

Board Chairman _____

Date _____

Updated: 9/25/2009
Pamela S. Grigg
County Librarian /Director

TAYLOR COUNTY BOARD OF COMMISSIONERS
County Board Meeting on Agenda Item

SUBJECT/TITLE:

THE BOARD TO APPROVE THE PROPOSED MEMORANDUM OF AGREEMENT WITH FDOT FOR MAINTAINING THE FORT STEINHATCHEE PEDESTRIAN WALKWAY.



MEETING DATE REQUESTED:

OCTOBER 5, 2009

Statement of Issue:

The Board to approve the proposed Memorandum of Agreement with FDOT for maintaining the Fort Steinhatchee Pedestrian Walkway.

Recommended Action:

Staff recommends that the Board approve the proposed Memorandum of Agreement and adopt a Resolution authorizing the Chairman to enter into the agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2009/10 - \$0.00

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Taylor County Board of County Commissioners is currently constructing improvements to the Steinhatchee Community Center. The improvements, known as Fort Steinhatchee, include replacing the remaining portion of the original river bridge with a new fishing pier and pavilion. This pavilion is accessible to pedestrians via a newly constructed concrete flagstone walkway stretching from the pier entrance to the edge of Riverside Drive (SR 51). Given that a portion of this pedestrian walkway lies within FDOT right-of-way, FDOT is requiring that the County execute the attached Memorandum of Agreement such that FDOT will not be liable or financially responsible for maintaining or replacing the walkway due to damages under any future circumstances. Absent entering this agreement, the walkway would not be permitted to be constructed within FDOT right-of-way leaving a gap along the access route. Therefore, Staff recommends that the Board approve the proposed Memorandum of Agreement and adopt a Resolution authorizing the Chairman to enter into the agreement on behalf of the Commission.

Options:

- 1) Approve the proposed Memorandum of Agreement.
- 2) Reject the proposed Memorandum of Agreement and state reasons for such denial.

Attachments:

FDOT Memorandum of Agreement
Resolution

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the Taylor County Board of County Commissioners ("County").

WHEREAS, the Department has the authority to enter into this Agreement under Sections 344.044, Florida Statutes and 335.055, Florida Statutes and the County has the authority to enter into this Agreement and to undertake the maintenance and operation of the Improvement (defined below); and

WHEREAS, the term "Property" shall refer to certain real property located in Steinhatchee, Florida, owned by the Department and described as State Road 51 (Riverside Drive) from milepost 1.210 to milepost 1.210; and

WHEREAS, the term "Improvement" means and shall refer to proposed fort Steinhatchee Pier and pedestrian walkway on the east side of SR 51 at the old Steinhatchee Bridge, see attached Exhibit "A"; and

WHEREAS, the County shall obtain funding from the Florida Department of Environmental Protection, and the County shall construct, maintain, operate and repair the Improvement; and

WHEREAS, the County by Resolution _____ dated _____ authorizes its representative to enter into this Agreement, see attached Exhibit "B".

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

RECITALS AND EXHIBITS

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

EFFECTIVE DATE

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

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 a minimum of sixty (60) days prior to the expiration of any term.

APPROVALS & PERMITS

The County shall maintain, operate, repair, remove and restore 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 and all existing and future applicable federal, state, local, administrative, regulatory and environmental laws, rules, regulations, policies, procedures, guidelines, standards and permits, 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 entity(s) ("Governmental Law").

CONSTRUCTION

A. County shall furnish the Department's Perry Maintenance Engineer ("PME") with four (4) signed and sealed copies of the construction plans and specifications for the Improvement ("Plans & Specifications") prepared by a Florida registered professional engineer or landscape architect providing professional services pursuant to Chapter 481, Fla. Stat., together with such other documentation as the Department may require.

B. County shall not commence construction of the Improvement until such time as: (1) the PME issues final approval of the Plans & Specifications via a Department issued permit # 09-K-293-0006 ("Department Permit");

y (2) County obtains all permits and approvals required by applicable Governmental Law. It shall be the sole responsibility of County to determine what approvals and permits are required and to provide the Department with copies of the same when obtained.

C. County shall not make any change to the approved Plans & Specifications without the prior written approval of the PME. Changes to the approved Plans & Specifications absent the prior written approval of the PME shall be deemed a material breach of this Agreement and shall entitle the Department to immediately terminate this Agreement without prior notice.

D. County shall provide the Department a minimum of seventy-two (72) hours prior written notice of its intent to commence construction of the Improvement.

E. County shall construct the Improvement at its sole cost and expense in accordance with the terms and provisions of this Agreement, including, without limitation, the Plans & Specifications, the Department Permit and applicable Governmental Law.

F. County shall provide the Department with written notice of completion of construction (Notice of Completion) of the Improvement. The Department, or its designee, shall perform a final inspection and, if it is determined that the construction was completed in compliance with the terms and provisions of this Agreement, the Department shall issue its final acceptance ("Final Acceptance"). If the Department determines that the construction is deficient or non-compliant, the Department shall deliver written notification of such to County. Thereafter, County shall have forty-five (45) days from the date of the Department's written notice, or such other time as the Department and County mutually agree in writing, to correct the deficiency(s) and provide the Department with written notice of the same ("Notice of Correction - Construction"). If the deficiency(s) is timely and properly corrected, the Department shall issue its Final Acceptance.

G. The Department shall provide County with written notification if it is determined that the construction remains deficient or non-compliant after receipt of County' Notice of Correction - Construction. Thereafter, the Department, within its discretion, may: (1) provide County with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency(s); (2) proceed in accordance with the "Removal" section of this Agreement; or (3) correct the deficiency(s) at County' sole cost and expense. Should the Department elect to correct the deficiency(s), the Department shall provide County with an invoice for the costs incurred by the Department and County shall pay the invoice in accordance with the "Payment" section of this Agreement.

MAINTENANCE & REPAIR

A. From the date of the issuance of the Department Permit, the County shall maintain, repair, remove and restore 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, without limitation, applicable Governmental Law.

B. If the Department determines that the County is not maintaining and repairing the Improvement in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the County. The County shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the County mutually agree in writing, to correct the deficiency(s) and provide the Department with written notice of the same ("Notice of Correction - Maintenance").

C. If it is determined that the deficiency(s) remains after receipt of the County's Notice of Correction - Maintenance, the Department, within its discretion, may: (1) provide the County with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(s); (2) require the County to remove the Improvement and restore the Property pursuant to the "Removal" section of this Agreement; or (3) correct the deficiency(s) at the County's sole cost and expense. Should the Department elect to correct the deficiency(s), the Department shall provide the County with an invoice for the costs incurred by the Department and County shall pay the invoice in accordance with the "Payment" section of this Agreement.

D. The Department's right to correct deficiencies and complete required maintenance and repairs shall not relieve the County from its duty to maintain and repair the Improvement in accordance with the terms and provisions of this Agreement.

E. If at any time in the sole determination of the Department, the integrity or safety of the Improvement requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance and repairs it deems appropriate under the circumstances without prior notice to the County. As soon as practical thereafter, the Department shall provide the County with written notice of the maintenance and repairs performed by the Department and an invoice for the same. The County shall pay the invoice in accordance with the "Payment" section of this Agreement.

IMPROVEMENTS

The Department may make any improvements and modifications to the Improvement the Department deems appropriate. Improvements and modifications made to the Improvement shall be maintained and repaired by the County in accordance with "Maintenance & Repair" section of this Agreement.

REMOVAL

A. The Department may terminate this Agreement and remove the Improvement at its cost and expense without liability to the County if the Department determines that removal is required pursuant to applicable Governmental Law, or that removal of the Improvement would be beneficial to the Department in the conduct its business.

B. The Department may require the County to remove the Improvement and restore the Property in accordance with the provisions of this paragraph in conjunction with termination of this Agreement, pursuant to paragraph "G" of the "Construction" section of this Agreement, or pursuant to paragraph "C" of the "Maintenance & Repair" section of this Agreement. The County shall have sixty (60) days from the date of the Department's written notice requiring removal of the Improvement and restoration of the Property, or such other time as the Department and the County mutually agree in writing, to: (1) remove the Improvement and restore the Property to the condition that existed immediately prior to the Effective Date of this Agreement; and (2) notify the Department in writing that the removal and restoration work is complete ("Notice of Removal & Restoration"). The County shall bear the cost of the removal and restoration work, including, without limitation, the cost of all permits required to complete the work. The removal and restoration work shall be performed by the County in accordance with applicable Governmental Law.

C. Should the County fail to complete the removal and restoration work as required herein, the Department may: (1) provide the County with written authorization granting such additional time as the Department deems appropriate to complete the removal and restoration; or (2) complete the removal and restoration at the County's sole cost and expense. Should the Department elect to complete the removal and restoration, the Department shall provide the County with an invoice for the costs incurred by the Department and the County shall pay the invoice in accordance with the "Payment" section of this Agreement.

PAYMENT

All Department invoices submitted to the County 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, Fla. Stat., until paid in full.

INDEMNIFICATION

The County shall defend, indemnify and hold the Department, including its agents, employees and assigns, harmless from any and all demands, claims, liabilities, damages, costs, fines, penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever that arise out of or are in any way related to the performance or breach of this Agreement ("Liabilities"). The County's duty to defend and indemnify the Department is subject to the provisions of §768.28, Fla. Stat. (2009), and specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract. The County shall notify the Department in writing immediately upon becoming aware of any such Liabilities. The County'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 County. The County's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

SOVERIGN IMMUNITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Fla. Stat. (2009). The limits of

the Department's liability for breach of this Agreement shall be identical to the limitations of liability for tort actions set forth in §768.28 (5), Fla. Stat. (2009).

DUE DILIGENCE, WARRANTY OR FITNESS FOR PARTICULAR PURPOSE

The County agrees that nothing in this Agreement, or the performance thereof, constitutes or complies with any due diligence requirements of the Department and that all due diligence requirements are the responsibility of the County. The County agrees that nothing in this Agreement constitutes or establishes representations or warranties of any kind, express or implied, by the Department, including its employees and agents, concerning the Property, including, without limitation, any physical condition, zoning, compliance with applicable laws, merchantability or fitness for any particular purpose.

EMINENT DOMAIN

Under no circumstances shall the performance, breach, expiration or termination of this Agreement, or the condemnation of any portion of the Property encompassing the Improvement, create any interest or right entitling the County to full and just compensation from the Department either through inverse condemnation, 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 and/or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from: (1) the performance, breach, expiration or termination of this Agreement; or (2) condemnation of any portion of the Property encompassing the Improvement. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking / sale or has been terminated prior thereto.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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 this Agreement.

VENUE AND JURISDICTION

Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this 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 selected by the Department, including, without limitation, Leon County. In the event that legal action is initiated by the County, the County shall consent to the transfer of venue to a county identified by the Department in an appropriately filed motion requesting the same. Applicant consents to personal jurisdiction in the State of Florida and forever waives and relinquishes all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

JURY TRIAL

The parties hereby waive right to trial by jury of any dispute concerning the validity, interpretation, performance or breach of this Agreement.

NOTICE

All notices, communications and determinations between the parties hereto and those required to be given under this Agreement, including, without limitation, any change to the notification address set forth below, shall be in writing and shall be sufficient if mailed by registered or certified mail to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Perry Maintenance Engineer
657 Plantation Road
Mail Station 2601
Perry FL 32348

- and -

Florida Department of Transportation
Attention: Chief Counsel District 2

1109 South Marion Avenue, Mail Station 2009
Lake City FL 32025

County: Taylor County Board of County Commissioners
Attention: County Engineer
201 E. Green Street
Perry FL 32347

County agrees that if it fails to notify Department by certified mail of any changes to its notification address, County shall have waived any defense based on Department's failure to notify County.

ASSIGNMENT

County 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. The Department has the sole discretion to approve or disapprove proposed assignments, with or without cause.

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.

VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (1) that each understands all of the rights and obligations set forth in this Agreement and the Agreement accurately reflects the desires of the parties; (2) each provision of this Agreement has been negotiated fairly at arm's length; (3) each fully understands the advantages and disadvantages of this Agreement and executes this Agreement freely and voluntarily of their own accord and not as a result of any duress, coercion, or undue influence; and (4) each has had, or had the opportunity to have, independent legal advice by counsel of its own choosing in the negotiation and execution of this Agreement.

ENTIRE AGREEMENT

This instrument contains the entire Agreement of the parties. No representations or promises have been made except those that are set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.

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 this Agreement and shall do all other acts to effectuate this Agreement, time being of the essence.

SUFFICIENCY OF CONSIDERATION

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

WAIVER

The failure of either party to insist on one or more occasions the strict performance or compliance with a term, provision or otherwise of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party to be charged.

INTERPRETATION

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

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 this Agreement or any provision.

SEVERANCE

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

COMPUTATION OF TIME

In computing any period of time prescribed in this Agreement, the day of the act, event or deficiency or material breach from which the designated period of time begins to run, shall not be included. The last day of the period so computed 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 neither a Saturday, Sunday or legal holiday.

MODIFICATION OF AGREEMENT

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

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereby execute this Agreement, consisting of six (6) pages.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION ("Department")

By: _____
James F. Hannigan, Jr., P.E.
District Maintenance Engineer

STATE OF FLORIDA COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by James F. Hannigan, Jr., P.E. District Maintenance Engineer, who is personally known to me.

Printed/typed name: _____
Notary Public-State of _____
Commission Number: _____
Commission expires: _____

LEGAL REVIEW BY: _____

APPLICANT
By: _____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, who is personally known to me, or who produced _____ as identification.

Printed/typed name: _____
Notary Public-State of _____
Commission Number: _____
Commission expires: _____

RESOLUTION NO.

WHEREAS, the Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the Florida Department of Transportation's MEMORANDUM of AGREEMENT to maintain the Fort Steinhatchee Pedestrian Walkway.

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

1. The Chairperson of the Board is authorized to enter into the MEMORANDUM of AGREEMENT to maintain the Fort Steinhatchee Pedestrian Walkway on the east side of Riverside Drive (SR 51) at the old Steinhatchee Bridge in Taylor County, Florida.

PASSED in regular session this ____ day of _____, 2009.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____

Rudolph Parker, Chairman

ATTEST:

ANNIE MAE MURPHY, Clerk

(2)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO APPROVE PROPOSED BID SPECIFICATIONS FOR GEOTECHNICAL INVESTIGATION SERVICES FOR THE FOLEY ROAD RESURFACING PROJECT.

MEETING DATE REQUESTED:

OCTOBER 5, 2009

Statement of Issue:

The Board to approve bid specifications for Geotechnical Investigation of the Foley Road resurfacing project.

Recommended Action:

Staff recommends that the Board approve advertising the proposed bid specifications.

Fiscal Impact: FISCAL YR 2009~10 - \$5,000

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Taylor County Board of County Commissioners recently awarded a Task Order to Causseaux, Hewett, & Walpole, Inc. (CHW) to provide design drawings, specifications and construction inspection services for the Foley Road resurfacing project. This project is being funded under the Florida Department of Transportation Small County Road Assistance Program and will have \$523,908.00 available funding for both design and construction. This funding will be used to resurface and improve the 2.6 miles of road from the intersection with US 19 to US 27 as funding allows.

The attached Bid Specification package issues a request for proposals from professional geotechnical firms to perform site investigation, laboratory analysis and provide written recommendations and conclusions as more specifically discussed within the specification package. Once complete the findings of the investigation will be used to finalize the roadway design. Therefore, Staff recommends that the Board approve advertising the proposed bid specifications.

Options:

- 1) Approve advertisement of the proposed bid specifications.
- 2) Reject the proposed bid specifications and state reasons for such denial.

Attachments:

Bid Specifications for Foley Road Geotechnical Investigation

BID DOCUMENTS

Geotechnical Investigation of Foley Road Taylor County, Florida 2008-002-ENG-A

October 2009

Prepared for:

**Taylor County Board of County Commissioners
108 N. Jefferson St.
Perry, Florida 32347**

Prepared by:

**Taylor County Engineering Division
201 East Green St.
Perry, Florida 32347
(850) 838-3500**

MALCOLM PAGE
District 1MARK WIGGINS
District 2LONNIE HOUCK
District 3RUDOLPH PARKER
District 4PATRICIA PATTERSON
District 5

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

JACK R. BROWN, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

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

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for the **Geotechnical Investigation of Foley Road**.

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Proposal for Geotechnical Investigation of Foley Road**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32348, to arrive no later than 4:00 P.M., local time, on October 20, 2009. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:15 P.M. local time, or as soon thereafter as practical, on October 20, 2009, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information can be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32348, (850) 838-3506, or downloaded from www.taylorcountygov.com/Bids/Index.htm.

The County reserves the right, in its sole and absolute discretion, to reject any or all Proposals, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the proposal price pursuant to Taylor County ordinance No. 2003-12. **No faxed Proposals will be accepted.**

Additional information may be obtained from:

Taylor County Engineering Division
201 East Green Street
Perry, FL 32347
(850) 838-3500

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions; *EJCDC C-700 Standard General Conditions of the Construction Contract*, and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- B. *Bidder*-- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.
- C. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

[A. Valid Business/Licensing/Registration Information]

[B. _____]

If a bidder's qualification form is to be completed and submitted by bidders, it should be included with the Project Manual. Governmental bodies frequently have prescribed qualification forms. EJCDC recommends AGC's "Construction Contractor's Qualification Statement for Engineered Construction," AGC Document No. 220.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

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

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

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has

been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

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

E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

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

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will not be held for this project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising during the advertisement period. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager or Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

8.01 This portion of the project will not require bid security.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Bid Form or Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner, Bidder shall include such list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

12.04 Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 6.06.

12.05 Any proposed Subcontractors shall provide proof of current licensure in the related trade category for the work they will be performing. Further, all proposed Subcontractors shall be required to meet the same insurance requirements as that required for the Bidder either through an employee relationship or separate coverage. Failure to provide proof of current licensure and/or insurance will be considered a violation of contract terms and conditions and result in termination of award.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer or the Issuing Office.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount

[added to] *[or]* [deleted from] the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

14.03 Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

ARTICLE 15 - SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one copy of the Bid Form, and, if required, the Bid Bond Form. The Bid Form is to be completed and submitted with the Bid security and the following data:

- [A. Certificates of Liability Insurance or Agency Statement]
- [B. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State]
- [C. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)]
- [D. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a)]

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "*Sealed proposal for Geotechnical Investigation of Foley Road.*" A mailed Bid shall be addressed to Clerk of Court, 1st Floor Courthouse, Suite 102, 108 North Jefferson Street, or P.O. Box 620, Perry, Florida 32348. Bids submitted by Overnight delivery shall be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, Suite 102, 108 North Jefferson Street, Perry, Florida 32348.

15.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**

15.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

19.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the bid price pursuant to Taylor County Ordinance No. 2003-12.

19.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 This portion of the project will not require performance and payment bonds. This project will, however, require general and professional liability in the stated amounts.

20.02 All Proposals submitted require \$1,000,000 General Liability and Professional Liability (Errors & Omissions) along with Workmen's Compensation Insurance (Statutory limit). Proposals must include a Certificate of Insurance showing the coverage(s) required, listing Taylor County as an additional insured, or include a sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within ten (10) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent, who does not furnish the required insurance documents within ten (10) days after the bid award, is hereby advised that the bid will be given to the next lowest respondent who meets all proposal specifications. Workers' Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 10 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

22.01 22.01 Owner is exempt from Florida state sales and use taxes on all Direct Purchased materials and equipment to be incorporated in the Work. Said taxes for such items shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

22.02 Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner. Contractor purchases are not eligible for this exemption and such costs shall be accounted for within the Bid.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 23 - RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

24.01 Owner as “buyer” will execute a contract with the successful Bidder as “seller” for the procurement of goods and special services for Geotechnical Investigation of Foley Road. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the “seller”, who will become a Subcontractor to Contractor.

24.02 Bidders may examine the contract documents for the procurement of goods and special services for Project at the Issuing Office.

BID FORM

Geotechnical Investigation of Foley Road

2008-002-ENG-A

TABLE OF ARTICLES

| <u>Article</u> | <u>Article No.</u> |
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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*Taylor County Board of County Commissioners
 Clerk of Court
 1st Floor Courthouse, Suite 102
 108 North Jefferson St.
 Perry, Florida 32348*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

| <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|
| _____ | _____ |
| _____ | _____ |

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| No. | Item | Quantity | Unit cost | Total Cost |
|-----|---|----------|-----------|------------|
| 1 | Core Boring Samples and Characterization | 12 | | |
| 2 | Mobilization (unless included in above costs) | 1 | | |
| 3 | Traffic Control (unless included in above costs) | 1 | | |
| 4 | Report preparation (unless included in above costs) | 1 | | |
| | | | Total | |

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment within 21 Days from the date of the Notice to Proceed.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bidder Qualification Statement with Supporting Data (Include: Valid Business License, Contractors License, proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.
- B. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed work, Value of work, % of total)
- C. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- D. List of Project References
- E. Affidavit of Non-Collusion

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions; *EJCDC C-700 Standard General Conditions of the Construction Contract*, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in FLORIDA is ____ / ____ / ____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, _____.

State Contractor License No. _____ (If applicable)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____
_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. My name is _____ and my relationship to the entity
name above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a. A predecessor or successor of a person convicted of a public entity crime: or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day

of _____, _____.

NOTARY PUBLIC

My commission expires: _____

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____, and after having obtained a State of Florida Workers' Compensation Certificate, a copy of which is attached hereto and marked Exhibit "A" and in Consideration of Taylor County having accepted the said Worker's Compensation exemption and Taylor County having agreed for me to proceed with the following project, to-wit:

*Geotechnical Investigation of Foley Road
Taylor County, Florida*

The intent of this contract is to secure all labor and equipment required for the Geotechnical Investigation of Foley Road as more fully detailed in the project plans and specifications.

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. I also hereby indemnify, hold harmless and release Taylor County, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. I hereby release Taylor County from liability of whatever kind of nature as a result of any injury on the above project.

4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this

agreement and I have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, _____,

WITNESS:

STATE OF FLORIDA
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this _____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires: _____

Accepted by Taylor County, Florida this _____ day of _____, _____, by _____

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____ of
(Owner, Partner, Officer, Representative or Agent)
_____, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ (Name(s) of _____ individual(s) who appeared before notary) and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or type as commissioned)

____ Personally known to me, or _____ Did take an oath, or
 ____ Personal identification: _____ Did Not take an oath.

Type of Identification Produced

TECHNICAL SPECIFICATIONS

GENERAL:

The Taylor County Board of County Commissioners is in the process of planning to resurface Foley Road (CR 30). This project consists of resurfacing the existing 2.62 mile 20 ft-wide road. As part of gathering preliminary design information, the Board requires the services of a geotechnical firm to conduct a geotechnical investigation along the route.

SCOPE:

Minimum proposed requirements:

1. Mobilize to site and perform necessary maintenance of traffic including signs and flagging crew.
2. Conduct three core borings (centerline and in both traffic lanes) and characterize subgrade, base, and pavement sections on a one-half (½) mile spacing (diagonal pattern with 50 to 100-foot spacing). Boring holes shall be backfilled, compacted with reasonable effort and the asphalt patched immediately upon completion of the work.
3. Provide written geotechnical engineering report, according to the FDOT format (Form No. 675-030-09), specifically addressing the following items:
 - a. Existing site conditions (cracking, rut depths, cross slope...);
 - b. Exploration, testing and sampling methods;
 - c. Existing roadway component thicknesses;
 - d. Soil design parameters for pavement design;
 - e. Unusual conditions; and,
 - f. Site preparation recommendations.

ESTIMATED QUANTITIES:

| No. | Item | Quantity |
|-----|---|----------|
| 1 | Core Boring Samples and Characterization | 12 |
| 2 | Mobilization (unless included in above costs) | 1 |
| 3 | Traffic Control (unless included in above costs) | 1 |
| 4 | Report preparation (unless included in above costs) | 1 |

Taylor County reserves the right to add or delete work under this project, as conditions warrant, using proposed unit costs identified on the bid form.

TRAFFIC INFORMATION:

Classification: Major Collector

Current ADT: 1,000 (estimated)

FHWA Scheme F Truck Factor = 20%

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

13

SUBJECT/TITLE:



THE BOARD TO APPROVE PROPOSED BID SPECIFICATIONS FOR GEOTECHNICAL INVESTIGATION SERVICES FOR THE WIDENING AND RESURFACING WOODS CREEK ROAD PROJECT.

MEETING DATE REQUESTED:

OCTOBER 5, 2009

Statement of Issue:

The Board to approve bid specifications for Geotechnical Investigation of the Woods Creek Road widening and resurfacing project.

Recommended Action:

Staff recommends that the Board approve advertising the proposed bid specifications.

Fiscal Impact: FISCAL YR 2009~10 - \$10,000

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Taylor County Board of County Commissioners recently awarded a Task Order to Causseaux, Hewett, & Walpole, Inc. (CHW) to provide design drawings, specifications and construction inspection services for the Woods Creek Road widening and resurfacing project. This project is being funded under the Florida Department of Transportation Small County Outreach Program and will have \$2,469,372.00 available funding for both design and construction. This funding will be used to widen, resurface and improve the 5.8 miles of road beginning just past the City of Perry Limits and extending to the north intersection with US 19 as funding allows.

The attached Bid Specification package issues a request for proposals from professional geotechnical firms to perform site investigation, laboratory analysis and provide written recommendations and conclusions as more specifically discussed within the specification package. Once complete the findings of the investigation will be used to finalize the roadway design. Therefore, Staff recommends that the Board approve advertising the proposed bid specifications.

Options:

- 1) Approve advertisement of the proposed bid specifications.
- 2) Reject the proposed bid specifications and state reasons for such denial.

Attachments:

Bid Specifications for Woods Creek Road Geotechnical Investigation



BID DOCUMENTS

Geotechnical Investigation of Woods Creek Road Taylor County, Florida 2008-001-ENG-A

October 2009

Prepared for:

**Taylor County Board of County Commissioners
108 N. Jefferson St.
Perry, Florida 32347**

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INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for the **Geotechnical Investigation of Woods Creek Road.**

Qualified firms or individuals desiring to provide the required products or services must submit **five (5)** packages in a sealed envelope or similar package marked "**Sealed Proposal for Geotechnical Investigation of Woods Creek Road**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32348, to arrive no later than **4:00 P.M.**, local time, on **October 20, 2009**. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at **6:10 P.M.** local time, or as soon thereafter as practical, on **October 20, 2009**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information can be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32348, (850) 838-3506, or downloaded from www.taylorcountygov.com/Bids/Index.htm.

The County reserves the right, in its sole and absolute discretion, to reject any or all Proposals, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the proposal price pursuant to Taylor County ordinance No. 2003-12. **No faxed Proposals will be accepted.**

Additional information may be obtained from:

Taylor County Engineering Division
201 East Green Street
Perry, FL 32347
(850) 838-3500

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions; *EJCDC C-700 Standard General Conditions of the Construction Contract*, and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- B. *Bidder*-- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.
- C. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

[A. Valid Business/Licensing/Registration Information]

[B. _____]

If a bidder's qualification form is to be completed and submitted by bidders, it should be included with the Project Manual. Governmental bodies frequently have prescribed qualification forms. EJCDC recommends AGC's "Construction Contractor's Qualification Statement for Engineered Construction," AGC Document No. 220.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

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

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

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has

been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

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

E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

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

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will not be held for this project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising during the advertisement period. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager or Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

8.01 This portion of the project will not require bid security.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Bid Form or Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner, Bidder shall include such list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

12.04 Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 6.06.

12.05 Any proposed Subcontractors shall provide proof of current licensure in the related trade category for the work they will be performing. Further, all proposed Subcontractors shall be required to meet the same insurance requirements as that required for the Bidder either through an employee relationship or separate coverage. Failure to provide proof of current licensure and/or insurance will be considered a violation of contract terms and conditions and result in termination of award.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer or the Issuing Office.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount

[added to] *[or]* [deleted from] the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

14.03 Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

ARTICLE 15 - SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one copy of the Bid Form, and, if required, the Bid Bond Form. The Bid Form is to be completed and submitted with the Bid security and the following data:

- [A. Certificates of Liability Insurance or Agency Statement]
- [B. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State]
- [C. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)]
- [D. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a)]

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "Sealed proposal for Geotechnical Investigation of Woods Creek Road." A mailed Bid shall be addressed to Clerk of Court, 1st Floor Courthouse, Suite 102, 108 North Jefferson Street, or P.O. Box 620, Perry, Florida 32348. Bids submitted by Overnight delivery shall be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, Suite 102, 108 North Jefferson Street, Perry, Florida 32348.

15.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**

15.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

19.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the bid price pursuant to Taylor County Ordinance No. 2003-12.

19.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 This portion of the project will not require performance and payment bonds. This project will, however, require general and professional liability in the stated amounts.

20.02 All Proposals submitted require \$1,000,000 General Liability and Professional Liability (Errors & Omissions) along with Workmen's Compensation Insurance (Statutory limit). Proposals must include a Certificate of Insurance showing the coverage(s) required, listing Taylor County as an additional insured, or include a sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within ten (10) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent, who does not furnish the required insurance documents within ten (10) days after the bid award, is hereby advised that the bid will be given to the next lowest respondent who meets all proposal specifications. Workers' Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 10 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

22.01 22.01 Owner is exempt from Florida state sales and use taxes on all Direct Purchased materials and equipment to be incorporated in the Work. Said taxes for such items shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

22.02 Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner. Contractor purchases are not eligible for this exemption and such costs shall be accounted for within the Bid.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 23 - RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

24.01 Owner as “buyer” will execute a contract with the successful Bidder as “seller” for the procurement of goods and special services for *Geotechnical Investigation of Woods Creek Road*. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the “seller”, who will become a Subcontractor to Contractor.

24.02 Bidders may examine the contract documents for the procurement of goods and special services for Project at the Issuing Office.

BID FORM

Geotechnical Investigation of Woods Creek Road

2008-001-ENG-A

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*Taylor County Board of County Commissioners
 Clerk of Court
 1st Floor Courthouse, Suite 102
 108 North Jefferson St.
 Perry, Florida 32348*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

| <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|
| _____ | _____ |
| _____ | _____ |

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| No. | Item | Quantity | Unit cost | Total Cost |
|-----|---|----------|-----------|------------|
| 1 | Auger Borings, 5-foot with classifications | 24 | | |
| 2 | Core Boring Samples and Characterization | 36 | | |
| 3 | Sieve Analysis | 12 | | |
| 4 | LBRs | 12 | | |
| 5 | Mobilization (unless included in above costs) | 1 | | |
| 6 | Traffic Control (unless included in above costs) | 1 | | |
| 7 | Report preparation (unless included in above costs) | 1 | | |
| | | | Total | |

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment within 28 Days from the date of the Notice to Proceed.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bidder Qualification Statement with Supporting Data (Include: Valid Business License, Contractors License, proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.
- B. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed work, Value of work, % of total)
- C. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- D. List of Project References
- E. Affidavit of Non-Collusion

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions; *EJCDC C-700 Standard General Conditions of the Construction Contract*, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in *FLORIDA* is ____ / ____ / ____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____ . (If applicable)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____
_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. My name is _____ and my relationship to the entity
name above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a. A predecessor or successor of a person convicted of a public entity crime: or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day

of _____, _____.

NOTARY PUBLIC

My commission expires: _____

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____, and after having obtained a State of Florida Workers' Compensation Certificate, a copy of which is attached hereto and marked Exhibit "A" and in Consideration of Taylor County having accepted the said Worker's Compensation exemption and Taylor County having agreed for me to proceed with the following project, to-wit:

*Geotechnical Investigation of Woods Creek Road
Taylor County, Florida*

The intent of this contract is to secure all labor and equipment required for the Geotechnical Investigation of Woods Creek Road as more fully detailed in the project plans and specifications.

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. I also hereby indemnify, hold harmless and release Taylor County, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. I hereby release Taylor County from liability of whatever kind of nature as a result of any injury on the above project.

4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this ____ day of _____, _____

WITNESS:

STATE OF FLORIDA
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this ____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires: _____

Accepted by Taylor County, Florida this ____ day of _____, _____ by

_____.

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____ of
(Owner, Partner, Officer, Representative or Agent)
_____, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ (Name(s)) of _____ individual(s) who appeared before notary) _____ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or type as commissioned)

____ Personally known to me, or

____ Did take an oath, or

____ Personal identification:

____ Did Not take an oath.

Type of Identification Produced

TECHNICAL SPECIFICATIONS

GENERAL:

The Taylor County Board of County Commissioners is in the process of planning to resurface and widen Woods Creek Road (CR361B). This project consists of resurfacing the existing 5.83 mile 20 ft-wide road. As part of gathering preliminary design information, the Board requires the services of a geotechnical firm to conduct a geotechnical investigation along the route.

SCOPE:

Minimum proposed requirements:

1. Mobilize to site and perform necessary maintenance of traffic including advance warning signs and flagging crew.
2. Conduct 5-foot auger borings, with visual classification and representative laboratory analysis (Unified and AASHTO Classification, Sieve Analysis, and Limerock Bearing Ratio) of differing materials encountered, approximately two (2) feet outside of the existing edge of pavement at one-half (1/2) mile spacing on both sides of the road. Laboratory analysis will be conducted on alternating auger borings unless unusual soil conditions are present. Auger holes shall be backfilled and compacted with reasonable effort upon completion of the work.
3. Conduct three core borings (centerline and in both traffic lanes) and characterize subgrade, base, and pavement sections on a one-half (1/2) mile spacing (diagonal pattern with 50 to 100-foot spacing). Boring holes shall be backfilled, compacted with reasonable effort and the asphalt patched immediately upon completion of the work.
4. Provide written geotechnical engineering report, according to the FDOT format (Form No. 675-030-09), specifically addressing the following items:
 - a. Existing site conditions (cracking, rut depths, cross slope...);
 - b. Exploration, testing and sampling methods;
 - c. Existing roadway component thicknesses;
 - d. Soil design parameters for pavement design;
 - e. Unusual conditions; and,
 - f. Site preparation recommendations.

ESTIMATED QUANTITIES:

| No. | Item | Quantity |
|-----|---|----------|
| 1 | Auger Borings, 5-foot with classifications | 24 |
| 2 | Core Boring Samples and Characterization | 36 |
| 3 | Sieve Analysis | 12 |
| 4 | LBRs | 12 |
| 5 | Mobilization (unless included in above costs) | 1 |
| 6 | Traffic Control (unless included in above costs) | 1 |
| 7 | Report preparation (unless included in above costs) | 1 |

Taylor County reserves the right to add or delete work under this project, as conditions warrant, using proposed unit costs identified on the bid form.

TRAFFIC INFORMATION:

Classification: Major Collector

Current ADT: 1,000 (estimated)

FHWA Scheme F Truck Factor = 20%

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

14

SUBJECT/TITLE:



THE BOARD TO APPROVE PROPOSED BID SPECIFICATIONS FOR GEOTECHNICAL INVESTIGATION SERVICES FOR THE ROBERTS AMAN ROAD WIDENING AND RESURFACING PROJECT.

MEETING DATE REQUESTED:

OCTOBER 5, 2009

Statement of Issue:

The Board to approve bid specifications for Geotechnical Investigation of the Roberts Aman Road widening and resurfacing project.

Recommended Action:

Staff recommends that the Board approve advertising the proposed bid specifications.

Fiscal Impact: FISCAL YR 2009~10 - \$3,500

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Taylor County Board of County Commissioners recently awarded a Task Order to Causseaux, Hewett, & Walpole, Inc. (CHW) to provide design drawings, specifications and construction inspection services for the Roberts Aman Road widening and resurfacing project. This project is being funded under the Florida Department of Transportation Small County Outreach Program and will have \$686,136.00 available funding for both design and construction. This funding will be used to widen, resurface and improve the 1.9 miles of road from the intersection with US 221 to Johnson Stripling Road as funding allows.

The attached Bid Specification package issues a request for proposals from professional geotechnical firms to perform site investigation, laboratory analysis and provide written recommendations and conclusions as more specifically discussed within the specification package. Once complete the findings of the investigation will be used to finalize the roadway design. Therefore, Staff recommends that the Board approve advertising the proposed bid specifications.

Options:

- 1) Approve advertisement of the proposed bid specifications.
- 2) Reject the proposed bid specifications and state reasons for such denial.

Attachments:

Bid Specifications for Roberts Aman Road Geotechnical Investigation

BID DOCUMENTS

Geotechnical Investigation of Roberts Aman Road Taylor County, Florida 2008-003-ENG-A

October 2009

Prepared for:

**Taylor County Board of County Commissioners
108 N. Jefferson St.
Perry, Florida 32347**

Prepared by:

**Taylor County Engineering Division
201 East Green St.
Perry, Florida 32347
(850) 838-3500**



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

JACK R. BROWN, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

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

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for the **Geotechnical Investigation of Roberts Aman Road.**

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Proposal for Geotechnical Investigation of Roberts Aman Road**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32348, to arrive no later than 4:00 P.M., local time, on October 20, 2009. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:20 P.M. local time, or as soon thereafter as practical, on October 20, 2009, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information can be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32348, (850) 838-3506, or downloaded from www.taylorcountygov.com/Bids/Index.htm.

The County reserves the right, in its sole and absolute discretion, to reject any or all Proposals, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the proposal price pursuant to Taylor County ordinance No. 2003-12. **No faxed Proposals will be accepted.**

Additional information may be obtained from:

Taylor County Engineering Division
201 East Green Street
Perry, FL 32347
(850) 838-3500

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions; *EJCDC C-700 Standard General Conditions of the Construction Contract*, and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- B. *Bidder*-- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.
- C. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

[A. Valid Business/Licensing/Registration Information]

[B. _____]

If a bidder's qualification form is to be completed and submitted by bidders, it should be included with the Project Manual. Governmental bodies frequently have prescribed qualification forms. EJCDC recommends AGC's "Construction Contractor's Qualification Statement for Engineered Construction," AGC Document No. 220.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

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

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

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has

been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

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

E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

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

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will not be held for this project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising during the advertisement period. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager or Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

8.01 This portion of the project will not require bid security.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Bid Form or Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner, Bidder shall include such list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

12.04 Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 6.06.

12.05 Any proposed Subcontractors shall provide proof of current licensure in the related trade category for the work they will be performing. Further, all proposed Subcontractors shall be required to meet the same insurance requirements as that required for the Bidder either through an employee relationship or separate coverage. Failure to provide proof of current licensure and/or insurance will be considered a violation of contract terms and conditions and result in termination of award.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer or the Issuing Office.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount

[added to] [or] [deleted from] the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

14.03 Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

ARTICLE 15 - SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one copy of the Bid Form, and, if required, the Bid Bond Form. The Bid Form is to be completed and submitted with the Bid security and the following data:

- [A. Certificates of Liability Insurance or Agency Statement]
- [B. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State]
- [C. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)]
- [D. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a)]

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "Sealed proposal for Geotechnical Investigation of Roberts Aman Road." A mailed Bid shall be addressed to Clerk of Court, 1st Floor Courthouse, Suite 102, 108 North Jefferson Street, or P.O. Box 620, Perry, Florida 32348. Bids submitted by Overnight delivery shall be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, Suite 102, 108 North Jefferson Street, Perry, Florida 32348.

15.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**

15.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

19.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the bid price pursuant to Taylor County Ordinance No. 2003-12.

19.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 This portion of the project will not require performance and payment bonds. This project will, however, require general and professional liability in the stated amounts.

20.02 All Proposals submitted require \$1,000,000 General Liability and Professional Liability (Errors & Omissions) along with Workmen's Compensation Insurance (Statutory limit). Proposals must include a Certificate of Insurance showing the coverage(s) required, listing Taylor County as an additional insured, or include a sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within ten (10) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent, who does not furnish the required insurance documents within ten (10) days after the bid award, is hereby advised that the bid will be given to the next lowest respondent who meets all proposal specifications. Workers' Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 10 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

22.01 22.01 Owner is exempt from Florida state sales and use taxes on all Direct Purchased materials and equipment to be incorporated in the Work. Said taxes for such items shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

22.02 Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner. Contractor purchases are not eligible for this exemption and such costs shall be accounted for within the Bid.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 23 - RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

24.01 Owner as “buyer” will execute a contract with the successful Bidder as “seller” for the procurement of goods and special services for ***Geotechnical Investigation of Roberts Aman Road***. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the “seller”, who will become a Subcontractor to Contractor.

24.02 Bidders may examine the contract documents for the procurement of goods and special services for Project at the Issuing Office.

BID FORM

Geotechnical Investigation of Roberts Aman Road

2008-003-ENG-A

TABLE OF ARTICLES

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*Taylor County Board of County Commissioners
 Clerk of Court
 1st Floor Courthouse, Suite 102
 108 North Jefferson St.
 Perry, Florida 32348*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

| <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|
| _____ | _____ |
| _____ | _____ |

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| No. | Item | Quantity | Unit cost | Total Cost |
|-----|---|----------|-----------|------------|
| 1 | Auger Borings, 5-foot with classifications | 8 | | |
| 2 | Core Boring Samples and Characterization | 12 | | |
| 3 | Sieve Analysis | 4 | | |
| 4 | LBRs | 4 | | |
| 5 | Mobilization (unless included in above costs) | 1 | | |
| 6 | Traffic Control (unless included in above costs) | 1 | | |
| 7 | Report preparation (unless included in above costs) | 1 | | |
| | | | Total | |

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment within 21 Days from the date of the Notice to Proceed.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bidder Qualification Statement with Supporting Data (Include: Valid Business License, Contractors License, proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.
- B. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed work, Value of work, % of total)
- C. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- D. List of Project References
- E. Affidavit of Non-Collusion

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions; *EJCDC C-700 Standard General Conditions of the Construction Contract*, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in *FLORIDA* is ____ / ____ / ____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20_____.

State Contractor License No. _____ (If applicable)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____
_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. My name is _____ and my relationship to the entity
name above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a. A predecessor or successor of a person convicted of a public entity crime: or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day

of _____, _____.

NOTARY PUBLIC

My commission expires: _____

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____, and after having obtained a State of Florida Workers' Compensation Certificate, a copy of which is attached hereto and marked Exhibit "A" and in Consideration of Taylor County having accepted the said Worker's Compensation exemption and Taylor County having agreed for me to proceed with the following project, to-wit:

*Geotechnical Investigation of Roberts Aman Road
Taylor County, Florida*

The intent of this contract is to secure all labor and equipment required for the Geotechnical Investigation of Roberts Aman Road as more fully detailed in the project plans and specifications.

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. I also hereby indemnify, hold harmless and release Taylor County, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. I hereby release Taylor County from liability of whatever kind of nature as a result of any injury on the above project.

4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this ____ day of _____, _____

WITNESS:

STATE OF FLORIDA
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this ____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires: _____

Accepted by Taylor County, Florida this ____ day of _____, _____ by

_____.

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____ of
(Owner, Partner, Officer, Representative or Agent)
_____, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s)) of individual(s) who appeared before notary _____ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or type as commissioned)

____ Personally known to me, or

____ Did take an oath, or

____ Personal identification:

____ Did Not take an oath.

Type of Identification Produced

TECHNICAL SPECIFICATIONS

GENERAL:

The Taylor County Board of County Commissioners is in the process of planning to resurface and widen Robert Aman Road (CR361B). This project consists of resurfacing the existing 1.85 mile 20 ft-wide road. As part of gathering preliminary design information, the Board requires the services of a geotechnical firm to conduct a geotechnical investigation along the route.

SCOPE:

Minimum proposed requirements:

1. Mobilize to site and perform necessary maintenance of traffic including signs and flagging crew.
2. Conduct 5-foot auger borings, with visual classification and representative laboratory analysis (Unified and AASHTO Classification, Sieve Analysis, and Limerock Bearing Ratio) of differing materials encountered, approximately two (2) feet outside of the existing edge of pavement at one-half (1/2) mile spacing on both sides of the road. Laboratory analysis will be conducted on alternating auger borings unless unusual soil conditions are present. Auger holes shall be backfilled and compacted with reasonable effort upon completion of the work.
3. Conduct three core borings (centerline and in both traffic lanes) and characterize subgrade, base, and pavement sections on a one-half (1/2) mile spacing (diagonal pattern with 50 to 100-foot spacing). Boring holes shall be backfilled, compacted with reasonable effort and the asphalt patched immediately upon completion of the work.
4. Provide written geotechnical engineering report, according to the FDOT format (Form No. 675-030-09), specifically addressing the following items:
 - a. Existing site conditions (cracking, rut depths, cross slope...);
 - b. Exploration, testing and sampling methods;
 - c. Existing roadway component thicknesses;
 - d. Soil design parameters for pavement design;
 - e. Unusual conditions; and,
 - f. Site preparation recommendations.

ESTIMATED QUANTITIES:

| No. | Item | Quantity |
|-----|---|----------|
| 1 | Auger Borings, 5-foot with classifications | 8 |
| 2 | Core Boring Samples and Characterization | 12 |
| 3 | Sieve Analysis | 4 |
| 4 | LBRs | 4 |
| 5 | Mobilization (unless included in above costs) | 1 |
| 6 | Traffic Control (unless included in above costs) | 1 |
| 7 | Report preparation (unless included in above costs) | 1 |

Taylor County reserves the right to add or delete work under this project, as conditions warrant, using proposed unit costs identified on the bid form.

TRAFFIC INFORMATION:

Classification: Major Collector

Current ADT: 1,000 (estimated)

FHWA Scheme F Truck Factor = 20%

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Change Order No. 2 for the Perry Foley Airport t-hangar construction project.

MEETING DATE REQUESTED:

October 5, 2009

Statement of Issue: Board to approve Change Order No. 2 which reflects a decrease in the total project cost by \$7,352.79.

Recommended Action: Not Applicable

Fiscal Impact: Not Applicable

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Change Order No. 2 reflects a decrease in the total cost of the Airport t-hangar construction project by \$7,352.79 for a total project cost of \$796,581.12. An overview of the cost reduction is included in the attached Final Reconciliation of Quantities. The t-hangar construction project has been funded by FDOT Aviation and FAA grants.

Attachments: Change Order No. 2 and Final Reconciliation of Quantities,

DECREASE THE CONTRACT AMOUNT AND TIME TO COMPLETE BY THE AMOUNT SHOWN BELOW. THE GENERAL, SUPPLEMENTARY AND OTHER CONDITIONS OF THE CONTRACT SHALL APPLY TO THIS CHANGE ORDER UNLESS EXPRESSLY MODIFIED BY THIS CHANGE ORDER

DESCRIPTION OF CHANGES:

ADJUSTED CALENDAR DAYS-CONTRACT TIME

- 1. Final reconciliation to project quantities. Per Attachment B, delete \$7,352.79 from the contract amount.

ORIGINAL: 385 Days from NTP (12/10/2008)
 TO DATE: 0 Days
 THIS C.O.: 0 Days

 TOTAL: 385 Days

 ORIG. COMPL. DATE December 30, 2009

 REVISED DATE/COMPL. December 30, 2009

SOURCE OF FUNDS: FEDERAL AVIATION ADMINISTRATION, FLORIDA DEPARTMENT OF TRANSPORTATION, TAYLOR COUNTY

| | | | | | |
|---|-----|---------------|----------|----|-------------------|
| AMOUNT OF THIS CHANGE ORDER | ADD | <u>DELETE</u> | <u>X</u> | \$ | 7,352.79 |
| ORIGINAL TOTAL CONTRACT PRICE | | | | \$ | 796,581.12 |
| APPROVED ADDITIONS TO CONTRACT TO DATE | | | | \$ | 11,955.88 |
| APPROVED DELETIONS TO CONTRACT TO DATE | | | | \$ | 0.00 |
| REVISED TOTAL CONTRACT PRICE | | | | \$ | 801,184.21 |
| PERCENTAGE CHANGE FROM ORIG. CONTRACT PRICE | | | | | + 0.58% |

CONTRACTOR ACKNOWLEDGES, BY ITS EXECUTION AND ACCEPTANCE OF THIS CHANGE ORDER, THAT THE ADJUSTMENTS IN CONTRACT PRICE AND TIME SHOWN HEREON CONSTITUTE FULL AND COMPLETE COMPENSATION AND SATISFACTION FOR ALL COSTS AND MODIFICATIONS OF PERFORMANCE TIME INCURRED BY THE CONTRACTOR AS A RESULT OF THIS CHANGE ORDER. NO OTHER CLAIM FOR INCREASED COSTS OF PERFORMANCE OR MODIFICATIONS OF TIME WILL BE GRANTED BY THE OWNER FOR THE WORK COVERED BY THIS CHANGE ORDER. THE CONTRACTOR HEREBY WAIVES AND RELEASES ANY FURTHER CLAIMS FOR COST OR TIME AGAINST THE OWNER ARISING FROM OR RELATING TO THE MATTERS OR WORK SET FORTH OR CONTEMPLATED BY THIS CHANGE ORDER. CONTRACTOR ALSO ACKNOWLEDGES THAT THERE HAS BEEN NO CHANGE IN ITS OPERATIONS WHICH WOULD REQUIRE A MODIFICATION OF ITS SWORN STATEMENT ON PUBLIC ENTITY CRIMES SUBMITTED WITH ITS BID.

CONTRACTOR'S ACCEPTANCE:

For: **Music Construction, Inc.**

Mary C. Redding
 SIGNATURE

9-3-09
 DATE

Dennis Music Mary C. Redding
 NAME

President Secretary/Treasurer
 TITLE

RECOMMENDED FOR APPROVAL:

John Collins
 PROJECT ENGINEER: AVCON, INC.—John Collins

9/21/09
 DATE

Virgil C. Lewis
 PROJECT MANAGER: AVCON, INC.—Virgil C. Lewis, P.E.

9/21/09
 DATE

OWNER: TAYLOR COUNTY—Jack Brown

DATE

William E. Farris
 FEDERAL: FEDERAL AVIATION ADMINISTRATION—Bill Farris

9/11/09
 DATE

Roland C. Luster
 STATE OF FLORIDA: DEPT. OF TRANS, DISTRICT 2—Roland Luster

9/16/09
 DATE

Final Reconciliation of Quantities September 1, 2009

This change order serves to reconcile the final constructed quantities for the North T-Hangar Development – Phase I project. The reconciled quantities include the following:

1. In an effort to reduce the cost of the project, select areas of sodding were replaced with seeding. The revised seeding and sodding quantities are as follows and are included in the Summary of Final Quantities spreadsheet on the following page:

| Item | Original Quantity | Final Quantity | Change in Quantity | Original Cost | Final Cost | Change in Cost |
|---------------|-------------------|----------------|--------------------|---------------|-------------|----------------|
| T-901 Seeding | 3,100 sy | 5,803 sy | +2,703 sy | \$1,550.00 | \$2,901.50 | \$1,351.50 |
| T-904 Sodding | 11,250 sy | 7,365 sy | -3,885 sy | \$22,500.00 | \$14,730.00 | -\$7,770.00 |

2. The constructed quantity of FDOT Section 334 Superpave Asphaltic Concrete (449.47 tons) was greater than the estimated amount (410 tons). The revised quantity is included in the Summary of Final Quantities spreadsheet on the following page.
3. The original contract included Bid Item SP-4-17, Jack and Bore. This item was included to construct an 8" waterline under Industrial Park Drive. After award of the contract, this Jack and Bore (\$10,185.62) was replaced with a directional drill (\$7,200.62). The revised cost for this pay item is included in the Summary of Final Quantities on the following page.
4. A \$5,000.00 allowance was included in the contract for Progress Energy to demolish an existing power line on the T-Hangar site. The actual cost for this item was \$2,551.13. This revised item cost is included in the Summary of Final Quantities on the following page.

Summary of Final Quantities - Change Order No. 2
North T-Hangar Development - Phase I
Perry Foley Airport, Perry, FL

| Item Number | Bid Item | Description of Work | Original Quantity | Unit | Original Unit Price | Original Extended Total | Change Order No. 1 | | Change Order No. 2 | | Schedule of Completion | |
|-------------|----------|---------------------|-------------------|------|---------------------|-------------------------|--------------------|---------------|--------------------|---------------|------------------------|--------------|
| | | | | | | | Change Quantity | Change Amount | Change Quantity | Change Amount | Final Quantity | Final Amount |

BASE BID

| | | | | | | | | | | | | |
|----|--------------|--|--------|-----|-------------|----------------------------------|--|--|---------|---------------|-------------------------|--------------|
| 1 | M-101-1 | MOBILIZATION | 1 | LS | \$60,000.00 | \$ 60,000.00 | | | | | 1 | \$ 60,000.00 |
| 2 | P-120-1 | CONCRETE PAVEMENT REMOVAL | 4,210 | SY | \$2.50 | \$ 10,525.00 | | | | | 4,210 | \$ 10,525.00 |
| 3 | P-120-2 | ASPHALT PAVEMENT REMOVAL | 1,190 | SY | \$1.75 | \$ 2,082.50 | | | | | 1,190 | \$ 2,082.50 |
| 4 | P-120-3 | MISCELLANEOUS DEMOLITION | 1 | LS | \$3,200.00 | \$ 3,200.00 | | | | | 1 | \$ 3,200.00 |
| 5 | P-152-1 | EXCAVATION AND EMBANKMENT | 1 | LS | \$18,500.00 | \$ 18,500.00 | | | | | 1 | \$ 18,500.00 |
| 6 | P-152-2 | SUBGRADE PREPARATION | 4,120 | SY | \$2.00 | \$ 8,240.00 | | | | | 4,120 | \$ 8,240.00 |
| 7 | P-156 | EROSION AND POLLUTION CONTROL | 1 | LS | \$2,250.00 | \$ 2,250.00 | | | | | 1 | \$ 2,250.00 |
| 8 | P-209/P-211 | CRUSHED AGGREGATE/LIME ROCK BASE COURSE (6") | 3,915 | SY | \$10.00 | \$ 39,150.00 | | | | | 3,915 | \$ 39,150.00 |
| 9 | P-620-1 | TAXILANE/APRON PAINT WITH REFLECTIVE MEDIA (YELLOW) | 650 | SF | \$1.00 | \$ 650.00 | | | | | 650 | \$ 650.00 |
| 10 | P-620-2 | TAXILANE/APRON PAINT WITHOUT REFLECTIVE MEDIA (BLACK) | 1,300 | SF | \$0.75 | \$ 975.00 | | | | | 1,300 | \$ 975.00 |
| 11 | F-162-1 | 7' HIGH CHAIN-LINK FENCE WITH 1' BARBED ATTACHMENT | 1,068 | LF | \$22.00 | \$ 23,496.00 | | | | | 1,068 | \$ 23,496.00 |
| 12 | F-162-2 | 28' LONG, 7' HIGH CHAIN-LINK DOUBLE SWING VEHICULAR GATE | 1 | EA | \$2,000.00 | \$ 2,000.00 | | | | | 1 | \$ 2,000.00 |
| 13 | D-701-1 | 14"x23" ERCP | 476 | LF | \$60.00 | \$ 28,560.00 | | | | | 476 | \$ 28,560.00 |
| 14 | D-701-2 | 19"x30" ERCP | 90 | LF | \$77.00 | \$ 6,930.00 | | | | | 90 | \$ 6,930.00 |
| 15 | D-751-1 | TYPE F DITCH BOTTOM INLET (FDOT INDEX 233) | 2 | EA | \$1,800.00 | \$ 3,600.00 | | | | | 2 | \$ 3,600.00 |
| 16 | D-751-2 | 23" MES | 1 | EA | \$750.00 | \$ 750.00 | | | | | 1 | \$ 750.00 |
| 17 | D-751-3 | 30" MES | 2 | EA | \$750.00 | \$ 1,500.00 | | | | | 2 | \$ 1,500.00 |
| 18 | D-751-4 | 4' DIAMETER STORMWATER MANHOLE | 1 | EA | \$1,350.00 | \$ 1,350.00 | | | | | 1 | \$ 1,350.00 |
| 19 | D-751-5 | MULTIPLE PIPE ELLIPTICAL MES (FDOT INDEX 272) | 2 | EA | \$1,250.00 | \$ 2,500.00 | | | | | 2 | \$ 2,500.00 |
| 20 | T-901 | SEEDING | 3,100 | SY | \$0.50 | \$ 1,550.00 | | | 2,703 | \$ 1,351.50 | 5,803 | \$ 2,901.50 |
| 21 | T-904 | SODDING | 11,250 | SY | \$2.00 | \$ 22,500.00 | | | (3,885) | \$ (7,770.00) | 7,365 | \$ 14,730.00 |
| 22 | FDOT SEC 334 | SUPERPAVE ASPHALTIC CONCRETE (2") | 410 | TON | \$114.00 | \$ 46,740.00 | | | 39.47 | \$ 4,499.58 | 449.47 | \$ 51,239.58 |
| 23 | SP-4-1 | 3/4" GATE VALVE AND BOX | 1 | EA | \$108.00 | \$ 108.00 | | | | | 1 | \$ 108.00 |
| 24 | SP-4-2 | 3/4" WATER SERVICE AND HOSE BIBS | 2 | EA | \$850.00 | \$ 1,700.00 | | | | | 2 | \$ 1,700.00 |
| 25 | SP-4-3 | 6"x8"x6" WET TAP | 1 | EA | \$1,800.00 | \$ 1,800.00 | | | | | 1 | \$ 1,800.00 |
| 26 | SP-4-4 | 6" GATE VALVE AND BOX | 2 | EA | \$550.00 | \$ 1,100.00 | | | | | 2 | \$ 1,100.00 |
| 27 | SP-4-5 | 6"x8" REDUCER | 1 | EA | \$200.00 | \$ 200.00 | | | | | 1 | \$ 200.00 |
| 28 | SP-4-6 | 6" C900 WATER LINE | 46 | LF | \$18.00 | \$ 828.00 | | | | | 46 | \$ 828.00 |
| 29 | SP-4-7 | 6" FIRE HYDRANT ASSEMBLY | 1 | EA | \$2,600.00 | \$ 2,600.00 | | | | | 1 | \$ 2,600.00 |
| 30 | SP-4-8 | 8" C900 WATER LINE | 355 | LF | \$22.00 | \$ 7,810.00 | | | | | 355 | \$ 7,810.00 |
| 31 | SP-4-9 | 8" DUCTILE IRON PIPE (DIP) | 50 | LF | \$0.00 | \$ - | | | | | | |
| 32 | SP-4-10 | 8"x8"x6" TEE | 1 | EA | \$300.00 | \$ 300.00 | | | | | 1 | \$ 300.00 |
| 33 | SP-4-11 | 8" TAPPING SADDLE WITH 3/4" CORP STOP | 1 | EA | \$150.00 | \$ 150.00 | | | | | 1 | \$ 150.00 |
| 34 | SP-4-12 | 8" 45° BEND | 4 | EA | \$220.00 | \$ 880.00 | | | | | 4 | \$ 880.00 |
| 35 | SP-4-13 | 8" CAP | 1 | EA | \$110.00 | \$ 110.00 | | | | | 1 | \$ 110.00 |
| 36 | SP-4-14 | 8" GATE VALVE AND BOX | 1 | EA | \$800.00 | \$ 800.00 | | | | | 1 | \$ 800.00 |
| 37 | SP-4-15 | WATER METER | 1 | EA | \$105.00 | \$ 105.00 | | | | | 1 | \$ 105.00 |
| 38 | SP-4-16 | REDUCED PRESSURE BACKFLOW PREVENTER (RPZ) | 1 | EA | \$1,300.00 | \$ 1,300.00 | | | | | 1 | \$ 1,300.00 |
| 39 | SP-4-17 | JACK AND BORE | 1 | EA | \$10,185.62 | \$ 10,185.62 | | | | | 1 | \$ 7,200.62 |
| 40 | SP-9 | PROGRESS ENERGY ALLOWANCE | 1 | AL | \$5,000.00 | \$ 5,000.00 | | | | | 1 | \$ 2,551.13 |
| 41 | SP-10-1 | CONCRETE EMERGENCY SPILLWAY | 1 | LS | \$850.00 | \$ 850.00 | | | | | 1 | \$ 850.00 |
| 42 | SP-10-2 | RIP RAP (FDOT SPECIFICATION 530; 18" MIN) | 33 | SY | \$82.00 | \$ 2,706.00 | | | | | 33 | \$ 2,706.00 |
| | | | | | | Subtotal Base Bid: \$ 325,581.12 | Subtotal Change Order No. 2: \$ (7,352.79) | | | | Subtotal: \$ 318,228.33 | |

ADDITIVE ALTERNATE NO. 1

| | | | | | | | | | | | | |
|----|---------|-------------------------------------|---|----|--------------|--|--|--|--|--|-------------------------|---------------|
| 43 | H-100 | HANGAR UNIT #1 THROUGH #8, COMPLETE | 1 | LS | \$432,000.00 | \$ 432,000.00 | | | | | 1 | \$ 432,000.00 |
| 44 | M-101-2 | MOBILIZATION | 1 | LS | \$39,000.00 | \$ 39,000.00 | | | | | 1 | \$ 39,000.00 |
| | | | | | | Subtotal Additive Alternate No. 1: \$ 471,000.00 | | | | | Subtotal: \$ 471,000.00 | |

CHANGE ORDER NO. 1

| | | | | | | | | | | | | |
|---------|----------------------------|--|--|--|--|---|---|--------------|--|--|------------------------|--------------|
| C.O. #1 | REMOVE UNSUITABLE MATERIAL | | | | | | 1 | \$ 11,955.88 | | | 1 | \$ 11,955.88 |
| | | | | | | Subtotal Change Order No. 1: \$ 11,955.88 | | | | | Subtotal: \$ 11,955.88 | |

Original Total: \$ 796,581.12

Final Total: \$ 801,184.21

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve SHIP Annual Report for FY 2006/2007 and Certifications.

MEETING DATE REQUESTED:

October 5, 2009

Statement of Issue: SHIP grants are to be expended within three years of the funding being received by the County. At the end of a three year period, the County is required to submit Certifications verifying the the funds were expended as required by the SHIP Program.

Recommended Action: Approve SHIP Annual Report for FY 2006/2007 and Certifications

Fiscal Impact: Required to receive SHIP Program funding

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: SHIP funds for FY 2006/2007 assisted 19 households in Taylor County. Nine were provided First Time Home Buyers Down Payment Assistance, five received rehabilitation assistance, and three homes were demolitions/new construction. The average rehabilitation had a cost of \$19,752.20 and the average demolition and reconstruction was \$64,342.93.

Attachments: SHIP Annual Report FY 2006/2007 and Certifications (2)

SHIP Annual Report

Taylor County FY 2006/2007

Report Status: Submitted

Form 1

SHIP Distribution Summary

Homeownership

| Code | Strategy | Expended Amount | Units | Encumbered Amount | Units | Unencumbered Amount | Units |
|------------------------------|-----------------------|---------------------|-----------|-------------------|-------|---------------------|-------|
| 1 | Homebuyers Assistance | \$68,936.66 | 9 | | | | |
| 3 | Rehabilitation | \$98,761.00 | 5 | | | | |
| 4 | Demo/New Construction | \$193,028.79 | 3 | | | | |
| Homeownership Totals: | | \$360,726.45 | 17 | | | | |

Rentals

| Code | Strategy | Expended Amount | Units | Encumbered Amount | Units | Unencumbered Amount | Units |
|-----------------------|----------|---------------------|-----------|-------------------|-------|---------------------|-------|
| Rental Totals: | | | | | | | |
| Subtotals: | | \$360,726.45 | 17 | | | | |

Additional Use of Funds

| Use | Expended | Encumbered | Unencumbered |
|---------------------------|-------------|------------|--------------|
| Administrative | \$31,000.00 | | |
| Homeownership Counseling | \$3,900.00 | | |
| Admin From Program Income | \$1,474.00 | | |
| Admin From Disaster Funds | | | |

| | | | | |
|----------------|---------------------|-----------|---------------|---------------|
| Totals: | \$367,100.45 | 17 | \$0.00 | \$0.00 |
|----------------|---------------------|-----------|---------------|---------------|

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

| Source of Funds | Amount |
|------------------------------------|-------------|
| State Annual Distribution | |
| Program Income (Interest) | \$2.54 |
| Program Income (Payments) | \$20,704.01 |
| Recaptured Funds | |
| Disaster Funds | |
| Other Funds | |
| Carryover funds from previous year | |

Total: \$20,706.55 * Carry Forward to Next Year: -\$376,393.90

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Error: Subreport could not be shown.

Form 3

Number of Households/Units Produced

| Description | List Unincorporated and Each Municipality | ELI | VLI | Low | Mod | Total |
|------------------------|---|-----|----------|----------|----------|-----------|
| Homebuyer Assistance | Taylor | | 1 | 3 | 5 | 9 |
| Rehabilitation | Taylor | | 3 | 2 | 0 | 5 |
| Demo/ New Construction | Taylor | | 1 | 2 | 0 | 3 |
| Totals: | | | 5 | 7 | 5 | 17 |

Characteristics/Age (Head of Household)

| Description | List Unincorporated and Each Municipality | 0 - 25 | 26 - 40 | 41 - 61 | 62+ | Total |
|------------------------|---|----------|----------|----------|----------|-----------|
| Homebuyer Assistance | Taylor | 3 | 1 | 5 | 0 | 9 |
| Rehabilitation | Taylor | 0 | 1 | 2 | 2 | 5 |
| Demo/ New Construction | Taylor | 0 | 0 | 2 | 1 | 3 |
| Totals: | | 3 | 2 | 9 | 3 | 17 |

Family Size

| Description | List Unincorporated and Each Municipality | 1 Person | 2-4 People | 5+ People | Total |
|------------------------|---|----------|------------|-----------|-----------|
| Homebuyer Assistance | Taylor | 4 | 5 | 0 | 9 |
| Rehabilitation | Taylor | 3 | 2 | 0 | 5 |
| Demo/ New Construction | Taylor | 1 | 2 | 0 | 3 |
| Totals: | | 8 | 9 | 0 | 17 |

Race (Head of Household)

| Description | List Unincorporated and Each Municipality | White | Black | Hispanic | Asian | Amer-Indian | Other | Total |
|------------------------|---|----------|-----------|----------|----------|-------------|----------|-----------|
| Homebuyer Assistance | Taylor | 5 | 4 | 0 | 0 | 0 | 0 | 9 |
| Rehabilitation | Taylor | 0 | 5 | 0 | 0 | 0 | 0 | 5 |
| Demo/ New Construction | Taylor | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| Totals: | | 7 | 10 | 0 | 0 | 0 | 0 | 17 |

Special Needs (Any Member of Household)

| Description | List Unincorporated and Each Municipality | Farm Worker | Devel. Disabled | Homeless | Elderly | Special Needs | Special Needs | Total |
|------------------------|---|-------------|-----------------|----------|----------|---------------|---------------|----------|
| Homebuyer Assistance | Taylor | | | | | | | 0 |
| Rehabilitation | Taylor | | 1 | | 1 | | | 2 |
| Demo/ New Construction | Taylor | | 1 | | 1 | | | 2 |
| Totals: | | | 2 | | 2 | | | 4 |

Form 4

Status of Incentive Strategies

Incentive Strategy:

Expedited Permitting strategy and Ongoing Review Strategy

Adopting Ordinance or Resolution Number or identify local policy:

Resolution dated April 6, 2009.

Implementation Schedule (Date):

April 6, 2009

Has the plan or strategy been implemented? If no, describe the steps that will be taken to implement the plan:

Yes.

Status of Strategy - (is the strategy functioning as intended, i.e. are the time frames being met, etc.):

The strategy is functioning as intended and time frames are being met.

Support Services

Homeownership Counseling - an 8 hour workshop, offered to those who are applying for Homebuyer Assistance. The workshop covers budgeting, home maintenance, credit reporting, the importance of using a home inspector when purchasing an existing home, using a realtor, finding a lender, the application process and closing.

Other Accomplishments

N/A

Availability for Public Inspection and Comments

Legal Ad ran in the local newspaper to inform the public that Taylor County's SHIP Annual Report is available for review by request from the Grants Office.

Default and Foreclosure

Mortgage Foreclosures

- A. Very low income households in foreclosure: 0
- B. Low income households in foreclosure: 0
- C. Moderate households in foreclosure: 0

Mortgage Defaults

- A. Very low income households in default:
- B. Low income households in default:
- C. Moderate households in default:

Welfare to Work Programs

N/A

Strategies and Production Costs

| Strategy | Average Cost |
|------------------------|--------------|
| Homebuyers Assistance | \$7,659.63 |
| Rehabilitation | \$19,752.20 |
| Demo/ New Construction | \$64,342.93 |

Expended Funds

Total Unit Count: 17 Total Expended Amount: \$360,726.00

| Strategy | Full Name | Address | City | Zip Code | Expended Funds | Unit Counted |
|-----------------------|-------------------|-------------------------|-------|----------|----------------|--------------------------|
| Homebuyers Assistance | Joseph Widdon | 310 Puckett Road | Perry | 32347 | \$6,926.36 | <input type="checkbox"/> |
| Homebuyers Assistance | Randolph Copeland | 203 Ivy Avenue | Perry | 32347 | \$6,901.80 | <input type="checkbox"/> |
| Homebuyers Assistance | Sanja Sweet | 110 JoAnn Street | Perry | 32347 | \$9,800.00 | <input type="checkbox"/> |
| Homebuyers Assistance | Dana Hockday | Lot 8 Shady Oaks | Perry | 32347 | \$9,912.30 | <input type="checkbox"/> |
| Homebuyers Assistance | Joseph LaValle | LaValle Lane | Perry | 32347 | \$6,901.80 | <input type="checkbox"/> |
| Homebuyers Assistance | Peggy Devane | 173 Shady Oaks | Perry | 32347 | \$6,800.00 | <input type="checkbox"/> |
| Homebuyers Assistance | Johnny Lawery | 1518 S Campbell St | Perry | 32347 | \$6,986.50 | <input type="checkbox"/> |
| Homebuyers Assistance | Karl Sheffer | 1404 N Calhoun St | Perry | 32347 | \$7,807.90 | <input type="checkbox"/> |
| Homebuyers Assistance | Derrick Nesbitt | 215 West Leon St | Perry | 32347 | \$6,900.00 | <input type="checkbox"/> |
| Rehabilitation | Devam McMiller | 1009 East Bay St | Perry | 32347 | \$22,400.00 | <input type="checkbox"/> |
| Rehabilitation | Annie Keys | 905 East Drew Str | Perry | 32347 | \$25,000.00 | <input type="checkbox"/> |
| Rehabilitation | Earleen Upshaw | 106 1/2 Beverly St | Perry | 32347 | \$13,724.00 | <input type="checkbox"/> |
| Rehabilitation | Glenda Smith | 106 El Rancho Dr | Perry | 32347 | \$12,637.00 | <input type="checkbox"/> |
| Rehabilitation | Marcilla Bailey | 129 West Walnut St | Perry | 32347 | \$25,000.00 | <input type="checkbox"/> |
| Demo/New Construction | Terry White | 809 Malloy Ave | Perry | 32347 | \$64,728.79 | <input type="checkbox"/> |
| Demo/New Construction | Joni Abercrombie | 219 West Buckhalter Way | Perry | 32347 | \$64,500.00 | <input type="checkbox"/> |

| | | | | | | |
|-----------------------|------------|----------------------|-------|-------|-------------|--------------------------|
| Demo/New Construction | Carl Smith | 609 East Grainger Dr | Perry | 32347 | \$63,800.00 | <input type="checkbox"/> |
|-----------------------|------------|----------------------|-------|-------|-------------|--------------------------|

Administrative Expenditures

| |
|--|
| |
|--|

Sub Recipients and Consultants

| Name | Business Type | Strategy Covered | Responsibility |
|---|---------------|------------------|------------------------|
| Meridian Community Services Group, Inc. | Consultant | All | Program Administration |

Program Income

| Program Income Funds | |
|----------------------|--------------------|
| Loan Repayment: | \$20,706.55 |
| Refinance: | |
| Foreclosure: | |
| Sale of Property: | |
| Interest Earned: | |
| Other (): | |
| Total: | \$20,706.55 |

Taylor County 2006 Closeout

**CERTIFICATION
For Implementation of
Regulatory Reform Activities
Required by S.H.I.P.**

On behalf of **TAYLOR COUNTY** , I hereby certify that the following information
(NAME OF LOCAL GOVERNMENT)
is true and accurate as of the date of submission:

- 1) Permits as defined in s.163.3164(7) and (8)* for affordable housing projects are expedited to a greater degree than other projects; and
- 2) There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
- 3) The cumulative cost per newly constructed housing per housing unit, from these actions for ****FY06-07** is estimated to be \$64,342.93.
- 4) The cumulative cost per rehabilitated housing per housing unit, from these actions for ****FY06-07** is estimated to be \$19,752.20.

| | |
|------------------|------------------------|
| _____ Date _____ | _____ Date _____ |
| Witness | Chief Elected Official |

_____ Rudolph Parker, Chairman _____
(Type) Name and Title

| | |
|------------------|--|
| _____ Date _____ | _____ Date _____ |
| Witness | County/City Administrator (whichever applies) |

_____ (Type) Name and Title _____

Or

_____ Date _____
Attest (Seal)

Note: This form will be utilized beginning with ****FY 2003/2004**

* 163.3164(7) of the Florida Statutes: "Development order" means any order granting, denying, or granting with conditions an application for a development permit. 163.3164(8) of the Florida Statutes: "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local

CERTIFICATION

On behalf of Taylor County I hereby certify that the information presented herein is true and accurate as of the date of submission.

Date _____
Witness _____ Chief Elected Official or Designee _____
Date _____

Date _____
Witness _____ Rudolph Parker, Chairman _____
Date _____
Witness _____ (Type) Name and Title

Or

Date _____
Attest (Seal)

GENERAL INFORMATION

Name of Person to call regarding the **Annual Report** Form:
Sonora Walker, Project Coordinator
Meridian Community Services Group, Inc.

Telephone Number: (850) 877-1908

SHIP AR/07

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Local Mitigation Strategy Annual Progress Report

17

MEETING DATE REQUESTED:

October 5, 2009

Statement of Issue: Review of Local Mitigation Strategy Annual Progress Report

Recommended Action: Review for information

Fiscal Impact: N/A

Budgeted Expense:

Submitted By: Jami Boothby

Contact: building.tech@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In March 2005, Taylor County and City of Perry developed the Taylor County Local Mitigation Strategy which includes Floodplain Management Planning. As a participant in the National Flood Insurance Program (NFIP) Community Rating System (CRS), Taylor County is required to submit an annual progress report on the floodplain management plan and annual updates on any progress made on mitigation strategies for the properties that have been repetitively damaged by flooding.

Options: N/A

Attachments: Local Mitigation Strategy Annual Progress Report

LOCAL MITIGATION STRATEGY ANNUAL PROGRESS REPORT

1. Background:

Resolution No. 2005-05, dated March 22, 2005. Taylor County and the City of Perry worked together to develop a multi-jurisdictional strategy titled as Taylor County Local Mitigation Strategy (LMS). This memo is a progress report for the Floodplain Management Planning.

Currently Taylor County has 23 locations identified at this time along the gulf coast that have been damaged repetitively by flooding. The LMS Working Group continues to work in mitigation strategies that address this repetitive loss and data collection as an on-going effort.

2. Mitigation Update:

The following are identified projects which are at this time on-going in Taylor County and the City of Perry:

Flood 1 – Countywide storm water management study is ongoing. The need exists to further define the basins and analyze impact to the county transportation and road system.

Flood 2 – The City of Perry Project is to do an analysis and improvements to the existing storm drain system in order to lessen and eliminate certain flooding issues.

Flood 3 – The City of Perry and Taylor County had a joint meeting on November 8, 2007 with FEMA Region IV, SRWMD and their consultant to go over the preliminary countywide Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) for Taylor County. These maps incorporate new data, consolidate nomenclature and provide a GIS format for planning and development purposes. These maps were adopted on May 4, 2009.

Flood 4/5 – New bridge and culvert at Julia Street and Main Street in City of Perry. This project proposes the construction of new bridges and culverts at said locations and to improve drainage and prevent flooding during heavy rains. Discussion of project is ongoing.

Flood 6 – Repetitive damage locations data collections. This project is ongoing and proposes to continue collecting data about the locations in the county that are repetitively damaged due to flooding. This data collection is being incorporated into the county's GIS system for identification and display of these locations.

Flood 7 – Analysis and evaluation of the repetitive loss locations. This project will research the 23 repetitive loss locations throughout the county and study the various options to mitigate this flooding damage. The project will consider property buy-out, building elevations and other means to avoid this repetitive loss.

Flood 8 – Study and development of a sewer system in the growing coastal areas. Currently 100's of septic tanks are used and these often flood and contaminate drinking water and canals and fill with dirt during hurricanes and storms. Taylor County presently has two water and sewer districts in the area that are in use and have an ongoing plan to expand to accommodate future growth in the coastal areas.

Hurricane 9 – Additional sirens. Taylor County currently has four warning sirens along the coast. This project proposes to add additional sirens to improve the warning capabilities. Suggested sites are as follows:

1. Taylor County Courthouse
2. Jerald Walker Park Located on Warner Street
3. Leisure Retreats Subdivision

Flood 10 – Maintain a debris removal contract. Taylor County is maintaining a debris removal contract with DRC Inc. This contract has no cost until actual work is completed. We are also presently contracted with BECK Disaster for the monitoring of DRC during their work. Taylor County has entered into an agreement with Foley Land and Timber, our largest landowner, for the use of short-term sites for the storage of vegetative storm debris.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Request for Public Hearing for Perry Mud Bog Special Event Application

MEETING DATE REQUESTED:

October 5, 2009

Statement of Issue: Request for Board approval to hold a public hearing to consider a Mud Bog Special Event application for Perry Mud Bog LLC to hold events on January 30, April 17, and October 24, 2010

Recommended Action: Approve holding Public Hearing

Fiscal Impact: Increase in tourism

Budgeted Expense:

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Planning Department received an application on September 28, 2009 from Perry Mud Bog LLC to hold Mud Bog special events on January 30, April 17 and October 24, 2010. The application reflects that there is an expectation that attendance will exceed 1,000. Section 10-65 of the Taylor County Code of Ordinances requires that applications with attendance in excess of 1,000 be considered at a public hearing.

Planning Staff respectfully request Board approval to hold a public hearing on November 2, 2009 to consider the Special Event application.

- Options:**
1. Approve holding the public hearing
 2. Deny holding the public hearing

Attachments: N/A

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Request for Public Hearing for Perry Mud Bog Special Event Application

MEETING DATE REQUESTED:

October 5, 2009

Statement of Issue: Request for Board approval to hold a public hearing to consider a Mud Bog Special Event application for Perry Mud Bog LLC to hold events on January 30, April 17, and October 24, 2010

Recommended Action: Approve holding Public Hearing

Fiscal Impact: Increase in tourism

Budgeted Expense:

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Planning Department received an application on September 28, 2009 from Perry Mud Bog LLC to hold Mud Bog special events on January 30, April 17 and October 24, 2010. The application reflects that there is an expectation that attendance will exceed 1,000. Section 10-65 of the Taylor County Code of Ordinances requires that applications with attendance in excess of 1,000 be considered at a public hearing.

Planning Staff respectfully request Board approval to hold a public hearing on November 2, 2009 to consider the Special Event application.

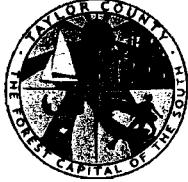
- Options:**
1. Approve holding the public hearing
 2. Deny holding the public hearing

Attachments: N/A

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold a public hearing to consider application for abandonment of a portion of the Ezell Beach Drive right-of-way.

MEETING DATE REQUESTED:

October 5, 2009

Statement of Issue: Hold a public hearing to consider abandonment of 15.5 ft of right-of-way on each side of a portion of Ezell Beach Drive, leaving a 35 foot one way street.

Recommended Action: Hold public hearing.

Fiscal Impact: Unknown

Budgeted Expense: N/A

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

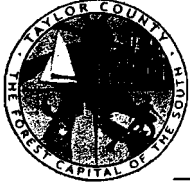
SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Mr. Doyle Padgett submitted a right-of-way abandonment petition to Planning Department staff on August 24, 2009. The application requests the abandonment of 15.5 feet of right-of-way on each side on Ezell Beach Drive for a distance of 500 feet and conversion of that portion of Ezell Beach Drive to a one-way street. The abandonment of 15.5 feet on each side of the right-of-way would leave 35 feet of right-of-way. A 35 foot width has been determined by the Technical Review Committee (TRC) to be the minimum area necessary for improvement of a one way street. The request directly impacts 18 lots and signatures of the lot owners were submitted with the application. Notice of the public hearing was advertised in the local newspaper, mailed to all persons within 500 feet of the petition site and posted at the request area.

Staff respectfully requests the Board hold the public hearing to consider the petition.

- Options:**
1. Approve the petition for abandonment.
 2. Deny the abandonment request.

- Attachments:**
1. Copy of the application.
 2. Copy of lot owners signatures.
 3. Copy of survey.
 4. Location map.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

RIGHT OF WAY ABANDONMENT PETITION

FEE: \$250.00 DATE: 8-24-09 RECEIPT #: 549

ROAD NAME: Ezell Beach Drive

PHYSICAL LOCATION: The N.E. Quarter of the N.W. Quarter of Section
35, Twp. 7, South, R. 7 East, in Taylor County

APPLICANT: Doyle Pudgett

ADDRESS: 1840 Johnson Strippling Rd. Perry, Ala. 32347

PHONE #: 850-584-4030

ADJOINING PROPERTY OWNER(S)

NAME: See Attached Signatures SIGNATURE: _____

ADDRESS: _____ PHONE: _____

NAME: _____ SIGNATURE: _____

ADDRESS: _____ PHONE: _____

NAME: _____ SIGNATURE: _____

ADDRESS: _____ PHONE: _____

NAME: _____ SIGNATURE: _____

ADDRESS: _____ PHONE: _____

PETITION TYPE

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

Public interest in private right-of-way: _____

see ATTACHMENTS

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

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

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

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

STATEMENT

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

SIGNATURE: Doyle Padgett

NOTE

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

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

SUBMITTED BY: DOYLE PADGETT
Print Name

SIGNATURE: Doyle Padgett

ROAD CLOSING PROCESS

My Name is Doyle Padgett and I am one of 18 Lot owners facing the Ezell Beach Grade at Ezell Beach. We are asking the County for a strip of land 15'6" wide by 500' long, on the North and South side of said Ezell Beach drive. The Road Right-of-way owned by the County is 66' wide, leaving room for a one way Street of 35' having room to Park (5) Pickup trucks side by side.

The reason we're asking for the strip is because the Right-of-way lines on both sides of the Road are in the marsh Grass and Water, and there's no room for a Service Pole or Water line or Sewer grinder Pump & tank. There are two Grinder Pumps & two Service Poles on this strip of land and both will have to be removed. Because they are on the County Right-a-way. Anywhere you Park you are on County Property. I don't know how much money was invested in the Coastal water & Sewer Project probably a million dollars or more, but as it stands of now, Ezell Beach is off limits, we can not get any kind of Service down there. That's why we are humbly asking you for help. and if we don't get it, Ezell Beach will forever remain as it is today, worthless, who wants to own a Piece of land that you can't Park your car.

Thank you for reading this, and Please give this request some serious consideration

Thanks

Doyle Padgett

I own Lot 41 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of any road right of way, which adjoins my lot, that is abandoned by Taylor County.

This ____ day of October, 2008.

MARY JEANNE WILLIAMS
PRINT NAME

Mary Jeanne Williams
SIGNATURE

531 N. Houston Ave
Sevi Oak, FL 32064
MAILING ADDRESS

I own lot 7 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of Ezell Beach Drive right of way which adjoins my Lot, that is abandoned by Taylor County. This will be a separate deed, and will not be a conflict to my lot. It will only increase the size of my lot.

This 31 day of December 2008

J. B. DAVIS Jr.
PRINT NAME

JBDavis Jr
SIGNATURE

151- SE Lake Shore Dr - Madison, Fla - 32340
MAILING ADDRESS

Phone- 850-464-1600
MAILING ADDRESS

I own lot 1 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of Ezell Beach Drive right of way which adjoins my Lot, that is abandoned by Taylor County. This will be a separate deed, and will not be a conflict to my lot. It will only increase the size of my lot.

This 31 day of Dec, 2008

J. H. Greene Jr
PRINT NAME

J. H. Greene Jr
SIGNATURE

P.O. Box 421

MAILING ADDRESS

Madison, Fla 32341
MAILING ADDRESS

I own Lot 86 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of any road right of way, which adjoins my lot, that is abandoned by Taylor County.

This 15 day of ^{July, 2009}~~October, 2008~~.

Cauley C. Copeland, Jr
PRINT NAME

Cauley C. Copeland ^{DOA} for Myrtice R. Copeland
SIGNATURE

Cauley Copeland Jr
6005 NW 54th Way
Gainesville FL 32653-3269

MAILING ADDRESS

I own lot 14 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of Ezell Beach Drive right of way which adjoins my Lot, that is abandoned by Taylor County. This will be a separate deed, and will not be a conflict to my lot. It will only increase the size of my lot.

This 28 day of 5-09

MURTYLE FAULKNER
PRINT NAME

Murtyle Faulkner
SIGNATURE

1309 S.W. 42 ST.
MAILING ADDRESS

OKLAHOMA CITY, OK 73119
MAILING ADDRESS

I own Lot 56 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of any road right of way, which adjoins my lot, that is abandoned by Taylor County.

5-28-09

This ___ day of October, 2008.

Kenneth D. Borklund

PRINT NAME



SIGNATURE

2829 Parkwood Dr Brunswick, GA 31520

MAILING ADDRESS

I own Lot 56 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of any road right of way, which adjoins my lot, that is abandoned by Taylor County.

5-28-09

This ____ day of October, 2008.

Colleen Boklund
PRINT NAME

Colleen Boklund
SIGNATURE

3199-168th

Wellborn, FL 32094
MAILING ADDRESS

I own Lot 56 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of any road right of way, which adjoins my lot, that is abandoned by Taylor County.

1-28-09

This ____ day of October, 2008.

Richard Earl Borklund
PRINT NAME

Richard E Borklund
SIGNATURE

249 North East 525 Ave, Old Town Fla, 32680
MAILING ADDRESS

I own Lot 56 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of any road right of way, which adjoins my lot, that is abandoned by Taylor County.

This 19TH day of ~~October, 2008~~ ^{MAY 2009} *ERB*

EDWARD R BORKLUND JR
PRINT NAME

Edward R. Borklund Jr
SIGNATURE

P.O. BOX 764 PERRY, FL 32348
MAILING ADDRESS

I own Lot 59 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion or any road right of way, which adjoins my lot, that is abandoned by Taylor County.

This 28 day of October, 2008.

SAMUEL POPPELL
PRINT NAME

Samuel Poppell
SIGNATURE

559 Sam Poppell R Perry Fla 32347
MAILING ADDRESS

I own Lot 58 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of any road right of way, which adjoins my lot, that is abandoned by Taylor County.

This 27 day of October, 2008.

DOYLE PADGETT
PRINT NAME

Doyle Padgett
SIGNATURE

1840 JOHNSON STRIPLING RD. PERRY, FLORIDA 32347
MAILING ADDRESS

I own Lot 36 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of any road right of way, which adjoins my lot, that is abandoned by Taylor County.

This 28 day of October, 2008.

Johnnie L Diggins
PRINT NAME

Johnnie L Diggins
SIGNATURE

7915 Luther Wilson rd. Greenville Fla. 32731
MAILING ADDRESS

I own Lot 47a at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of any road right of way, which adjoins my lot, that is abandoned by Taylor County.

This 28 day of October, 2008.

Johnnie L. Driggers
PRINT NAME

Johnnie L. Driggers
SIGNATURE

7915 Luther Wilson Rd. Greenville Fla. 32331
MAILING ADDRESS

Parcel # 06741-000

I own Lot 5 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of any road right of way, which adjoins my lot, that is abandoned by Taylor County.

This 27th day of October, 2008.

Bynum Standridge
PRINT NAME

Bynum Standridge
SIGNATURE
13477 Bowers Mill Rd.
Ambrose, Ga. 31512
MAILING ADDRESS

I own Lot 69 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of any road right of way, which adjoins my lot, that is abandoned by Taylor County.

This 24th day of October, 2008.

PATRICIA HENSHAW

PRINT NAME

Patricia Henshaw

SIGNATURE

4191 Arrow Lane, SARASOTA, FL 34232

MAILING ADDRESS

I own Lot 21 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of any road right of way, which adjoins my lot, that is abandoned by Taylor County.

This 19 day of October, 2008.

Evelyn D. Ballinger
PRINT NAME

Evelyn D. Ballinger
SIGNATURE

P.O. Box 1423 Pearson, Georgia 31642
MAILING ADDRESS

I own Lot 40 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of any road right of way, which adjoins my lot, that is abandoned by Taylor County.

This 27 day of October, 2008.

DOYLE PADGETT
PRINT NAME

Doyle Padgett
SIGNATURE

1840 JOHNSON STRIPLING RD. PERRY, FLORIDA 32347
MAILING ADDRESS

I own Lot 15 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of any road right of way, which adjoins my lot, that is abandoned by Taylor County.

This 19th day of October, 2008.

Jimmy B. Metts
PRINT NAME

Jimmy B. Metts
SIGNATURE

705 - MARY BATTEN Rd. - Pearson, GA. 31642
MAILING ADDRESS

I own Lot 32 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of any road right of way, which adjoins my lot, that is abandoned by Taylor County.

This 31 day of October, 2008.

MARIE M. GOODSON
PRINT NAME

Marie M Goodson
SIGNATURE

851 NE Cherry Lake Circle
Madison, Fla. 32340
MAILING ADDRESS

I own Lot 50 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of any road right of way, which adjoins my lot, that is abandoned by Taylor County.

This 19 day of October, 2008.

("Bo")

Foster J Fender
PRINT NAME


Foster Fender
SIGNATURE

Box 637 - 31642 - Pearson - Ga.
MAILING ADDRESS

I own Lot 17 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of any road right of way, which adjoins my lot, that is abandoned by Taylor County.

This 20 day of ^{Dec. J. B.}~~October~~, 2008.

Justin H. Bradley
PRINT NAME


SIGNATURE

1930 Fulford Rd, Monticello Fl. 32344.
MAILING ADDRESS

I own Lot 19 at Ezell Beach, Florida. I agree to accept a deed from Taylor County, Florida for that portion of any road right of way, which adjoins my lot, which is abandoned by Taylor County.

December 10, 2008.



Berrien L. Sutton

BERRIEN SUTTON

P.O. Box 496

172 West Home Avenue

Homerille, Ga. 31634

RESOLUTION

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

1. That, pursuant to the Notice of Proceedings for Closing of a Street duly published according to law, proof of publication of which is attached hereto and made a part hereof, a hearing was duly held at 6:10 p.m. on the 5th day of October, A.D. 2009, to consider and determine whether or not the County would vacate, abandon, discontinue, and close that certain road in Taylor County, Florida, more particularly described in the proof of publication attached hereto. At the time and place set for said hearing, all persons interested were given the opportunity to be heard. The Board of County Commissioners of Taylor County, Florida, determined that the proposed action of vacating, abandoning, discontinuing, and closing that certain road herein more particularly described will not deprive any person of a reasonable means of ingress and egress to his premises and will not materially interfere with the County's road system.

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

NEW DESCRIPTION: TRACT #1

Part of that property being previously described in Official Records Book 61 Pages 529, being more particularly described as follows:

Commence at the Southwest corner of the Northeast one-quarter of the Northwest one-quarter of Section 35, Township 7 South, Range 7 East, Taylor County, Florida, thence run North 89 degrees 31 minutes 36 seconds East along the forty line, a distance of 50.00 feet, thence run North 00 degrees 07 minutes 57 seconds West, a distance of 100.00 feet, thence run North 89 degrees 31 minutes 36 seconds East along the Southerly Right of Way of Ezell Beach Road, a distance of 50.00 feet to the Northwesterly corner of Lot 5 of Ezell Beach Unrecorded Subdivision and the Point of Beginning of the hereon described Tract. Thence from said Point of Beginning continue North 89 degrees 31 minutes 36 seconds East along said Right of Way, a distance of 500.00 feet to the Northeasterly corner of Lot 50 of said Ezell Beach Unrecorded Subdivision, thence run North 00 degrees 07 minutes 57 seconds West, a distance of 15.50 feet, thence run South 89 degrees 31 minutes 36 seconds West, a distance of 500.00 feet, thence run South 00 degrees 07 minutes 57 seconds West, a distance of 15.50 feet to the Point of Beginning.

NEW DESCRIPTION: TRACT #2

Part of that property being previously described in Official Records Book 61 Pages 529, being more particularly described as follows:

Commence at the Southwest corner of the Northeast one-quarter of the Northwest one-quarter of Section 35, Township 7 South, Range 7 East, Taylor County, Florida, thence run North 89 degrees 31 minutes 36 seconds East along the forty line, a distance of 50.00 feet, thence run North 00 degrees 07 minutes 57 seconds West, a distance of 166.00 feet, thence run North 89 degrees 31 minutes 36 seconds East, a distance of 50.00 feet to the Southwesterly corner of Lot 7 of Ezell Beach Unrecorded Subdivision and the Point of Beginning of the hereon described Tract. Thence continue North 89 degrees 31 minutes 36 seconds East along the Northerly Right of Way of Ezell Beach Road, a distance of 500.00 feet to the Southeasterly corner of Lot 41 of said Ezell Beach Unrecorded Subdivison, thence run South 00 degrees 07 minutes 57 seconds East, a distance of 15.50 feet, thence run South 89 degrees 31 minutes 36 seconds West, a distance of 500.00 feet, thence run North 00 degrees 07 minutes 57 seconds West, a distance of 15.50 feet to the Point of Beginning.

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

DULY ADOPTED in regular session, this 5th day of October, A.D., 2009.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

(Seal)

By: _____
Rudolph Parker, Chairman

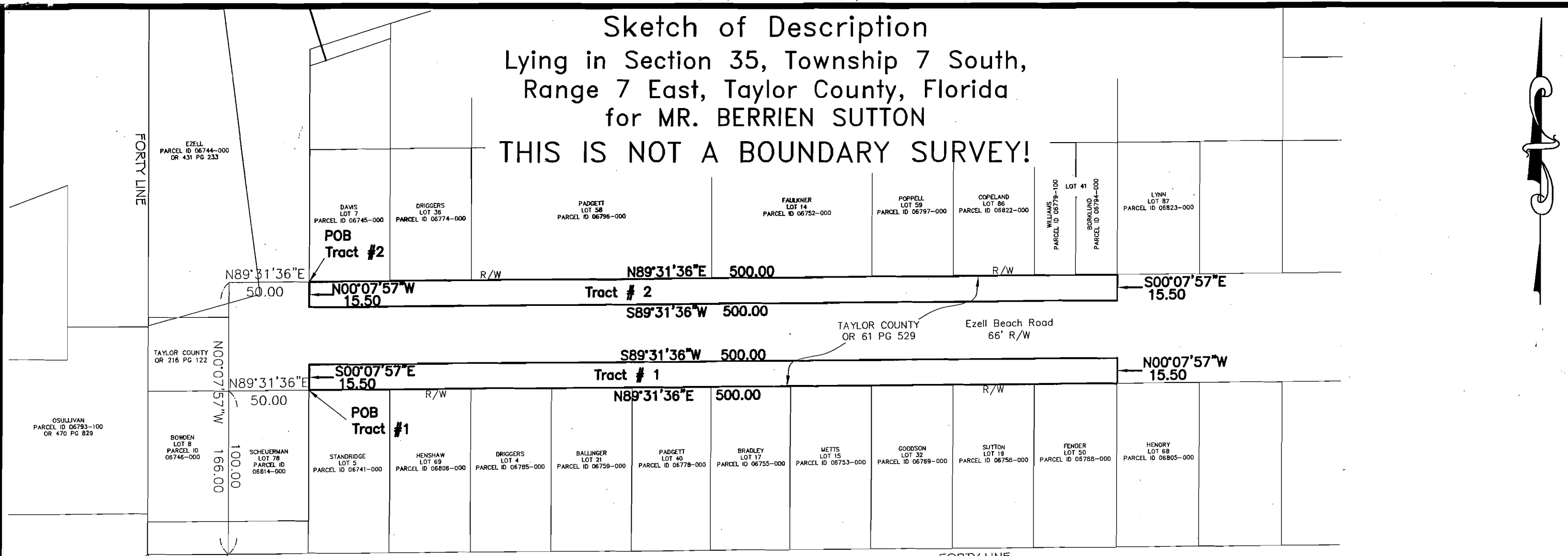
ATTEST:

Annie Mae Murphy, Clerk

APPROVED AS TO FORM

Conrad Bishop, County Attorney

Sketch of Description
 Lying in Section 35, Township 7 South,
 Range 7 East, Taylor County, Florida
 for MR. BERRIEN SUTTON
THIS IS NOT A BOUNDARY SURVEY!


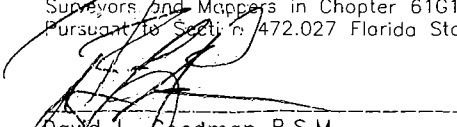


Point of Commencement
 SW corner of the NE1/4 of the
 NW1/4 of Sec. 35, T7S, R7E

- SURVEYORS NOTES:**
1. There may be other restrictions of record not shown on this plat that may be found in the Public Records of Taylor County, Florida.
 2. The hereon signed surveyor has not been provided a current title opinion or abstract of matter affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could effect the boundaries.
 3. Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper this map/report is for informational purposes only and is not valid.
 4. No fieldwork was performed to complete this sketch.
 5. **THIS IS NOT A BOUNDARY SURVEY!**
 6. This sketch of description reflects those descriptions and directions as provided by the client.

NEW DESCRIPTION: TRACT #1
 Part of that property being previously described in Official Records Book 61 Pages 529, being more particularly described as follows:
 Commence at the Southwest corner of the Northeast one-quarter of the Northwest one-quarter of Section 35, Township 7 South, Range 7 East, Taylor County, Florida, thence run North 89 degrees 31 minutes 36 seconds East along the forty line, a distance of 50.00 feet, thence run North 00 degrees 07 minutes 57 seconds West, a distance of 100.00 feet, thence run North 89 degrees 31 minutes 36 seconds East along the Southerly Right of Way of Ezell Beach Road, a distance of 50.00 feet to the Northwesterly corner of Lot 5 of Ezell Beach Unrecorded Subdivision and the Point of Beginning of the hereon described Tract. Thence from said Point of Beginning continue North 89 degrees 31 minutes 36 seconds East along said Right of Way, a distance of 500.00 feet to the Northeasterly corner of Lot 50 of said Ezell Beach Unrecorded Subdivision, thence run North 00 degrees 07 minutes 57 seconds West, a distance of 15.50 feet, thence run South 89 degrees 31 minutes 36 seconds West, a distance of 500.00 feet, thence run South 00 degrees 07 minutes 57 seconds West, a distance of 15.50 feet to the Point of Beginning.

NEW DESCRIPTION: TRACT #2
 Part of that property being previously described in Official Records Book 61 Pages 529, being more particularly described as follows:
 Commence at the Southwest corner of the Northeast one-quarter of the Northwest one-quarter of Section 35, Township 7 South, Range 7 East, Taylor County, Florida, thence run North 89 degrees 31 minutes 36 seconds East along the forty line, a distance of 50.00 feet, thence run North 00 degrees 07 minutes 57 seconds West, a distance of 166.00 feet, thence run North 89 degrees 31 minutes 36 seconds East, a distance of 50.00 feet to the Southwesterly corner of Lot 7 of Ezell Beach Unrecorded Subdivision and the Point of Beginning of the hereon described Tract. Thence continue North 89 degrees 31 minutes 36 seconds East along the Northerly Right of Way of Ezell Beach Road, a distance of 500.00 feet to the Southeasterly corner of Lot 41 of said Ezell Beach Unrecorded Subdivision, thence run South 00 degrees 07 minutes 57 seconds East, a distance of 15.50 feet, thence run South 89 degrees 31 minutes 36 seconds West, a distance of 500.00 feet, thence run North 00 degrees 07 minutes 57 seconds West, a distance of 15.50 feet to the Point of Beginning.

| | | | |
|--|--|---|---|
| CERTIFICATE OF AUTHORIZATION NUMBER LB 7739  DELTA PROFESSIONAL LAND SERVICES, LLC. 114 WEST GREEN STREET PERRY, FLORIDA 32347 PHONE (850)584-2849 FAX (850)584-7609 | CERTIFICATION: I hereby certify that in my opinion this is a true representation of the sketch shown hereon. I further certify that this survey meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6 Florida Administrative Code, Pursuant to Section 472.027 Florida Statutes.  David L. Goodman P.S.M. Professional Surveyor and Mapper F.R.C. #5106 - L.B. #7739 Not valid without signature and the original raised seal of a Florida licensed surveyor and mapper | CERTIFICATIONS: MR. BERRIEN SUTTON | SCALE: 1" = 60' JOB No: 09-216-42 DWG. No: SKETCH 08-18-2009 DRAWN BY: DT CHECKED BY: DLG SURVEY DATE: n/a FIELD BOOK: n/a PAGE: n/a |
|--|--|---|---|

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The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III
ERNIE PAGE, IV

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

(850) 584-6113
FAX (850) 584-2433

August 17, 2009

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Mr. Jack Brown
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Dear Annie Mae and Jack:

Please find enclosed:

1. A proposed Ordinance
2. A Notice

This is at the request of Hon. Bruce Ratliff.

It would be my suggestion that this be put on the agenda for the Board to decide if they want to advertise.

Thank you and I hope you are doing fine.

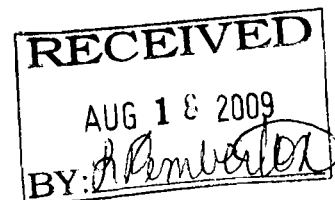
Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

enclosures



The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III
ERNIE PAGE, IV

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

(850) 584-6113
FAX (850) 584-2433

August 17, 2009

VIA E-MAIL AND REGULAR MAIL

Mr. Bruce Ratliff
Taylor County Property Appraiser
Post Office Box 936
Perry, Florida 32348

Dear Bruce:

You will find a proposed Ordinance and Notice. I changed my mind and decided that the better way to do this would be by Ordinance.

You will see I have sent a copy of same to Hon. Annie Mae Murphy and Mr. Jack Brown.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosures

Cc: Hon. Annie Mae Murphy
Mr. Jack Brown

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA WAIVING THE ANNUAL APPLICATION REQUIREMENTS OF SECTION 196.011 AND 193.461 FLORIDA STATUTES (2008) WHICH REQUIRE AN ANNUAL APPLICATION FOR AD VALOREM TAX EXEMPTIONS AND AGRICULTURAL CLASSIFICATIONS OF PROPERTY LOCATED IN TAYLOR COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 196.011(9)(a), Florida Statutes 2008 provides that the Board of County Commissioners of Taylor County, may at the request of the County Property Appraiser and by majority vote of the Board of County Commissioners waive the requirement that an annual application be made for an exemption of property located within the County after an initial application is made and the exemption granted, and such a request has been made.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to Section 196.011(9)(a) Florida Statutes 2008 and Section 193.461(3)(a) the requirement for an annual application for an exemption of property located within the County after an initial application and exemption granted is hereby waived.

Section 2. This waiver applies to all exemptions under Chapter 196, Florida Statutes 2008 except for the economic development ad valorem tax exemption provided and set forth in Section 196.1995 Florida Statutes (2008).

Section 3. Pursuant to Section 193.461(3)(a) Florida Statutes (2008) the requirement that an annual application be made for an agricultural classification of property located within the County, after an initial application has been made and the classification granted by the Property Appraiser is waived.

Section 4. Severability. Should any section or provision of this ordinance, or any portion hereof, any paragraph, sentence, or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 5. Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____ day of _____, 2009.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
RUDOLPH PARKER, Chairperson

ATTEST: _____
ANNIE MAE MURPHY
Clerk

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The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
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ERNIE PAGE, IV

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

(850) 584-6113
FAX (850) 584-2433

August 26, 2009

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Mr. Jack Brown
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Amended Steinhatchee Golf Cart Ordinance

Dear Annie Mae and Jack:

Pursuant to the Board's instructions, please find enclosed an Amended Ordinance which amends the Steinhatchee Golf Cart Ordinance; also please find enclosed a Notice.

Annie Mae, please review this.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosures

NOTICE (PURSUANT TO FLORIDA
STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance amending Ordinance No. 2009-10 which allows golf carts on certain roads in the Steinhatchee area of Taylor County, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on _____, 2009, at _____. The title of the proposed ordinance is:

AN ORDINANCE AMENDING ORDINANCE NO. 2009-10, TAYLOR COUNTY, FLORIDA WHICH ALLOWS GOLF CARTS ON CERTAIN ROADS IN THE STEINHATCHEE AREA OF THE UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA PURSUANT TO CHAPTER 316.212 FLORIDA STATUTES, PLACING REQUIREMENTS WITH MINIMUM AGE REQUIREMENTS FOR OPERATING GOLF CARTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing 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.

DATED this ___ day of _____, 2009, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2009-10, TAYLOR COUNTY, FLORIDA WHICH ALLOWS GOLF CARTS ON CERTAIN ROADS IN THE STEINHATCHEE AREA OF THE UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA PURSUANT TO CHAPTER 316.212 FLORIDA STATUTES, PLACING REQUIREMENTS WITH MINIMUM AGE REQUIREMENTS FOR OPERATING GOLF CARTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. It is in the interest of the citizens of the Steinhatchee area of Taylor County, Florida to allow golf carts on certain streets and roads pursuant to Section 316.212 Florida Statutes.

Section 2. The Board of County Commissioners of Taylor County hereby finds that golf carts, if operated properly, may travel over the streets and roads designated in the Steinhatchee area of Taylor County, Florida.

Section 3. A golf cart may be operated on the following streets and or roads located in the Steinhatchee area of unincorporated Taylor County, Florida, the areas of operation are further described as follows:

A. The description of the area is as follows:

Commence at the intersection of the North boundary line of Section 17, Township 9 South, Range 10 East and the Steinhatchee River for a Point of Beginning: thence run West along the North boundary line of Sections 17 and 18, T9S, R10E to the point of intersection with State Road 51, thence run Southerly along the West boundary line of State Road 51 to a Point of Intersection with the North Boundary line of McCain Tower Road, continue West along said North boundary line of McCain Tower Road through Section 18, T9S, R10E and Sections 13, 14, and 15, T9S, R9E to the intersection with County Road 361 (Beach Road), continue West across County Road 361 through Sections 15 and 16, T9S, R9E to the half section line of Section 16, T9S, R10E, thence run South through Sections 16 and 21, T9S, R9E to the

Gulf of Mexico, thence run Southerly, Easterly and Northerly along the shore line of the Gulf of Mexico and the Northwesterly boundary of the Steinhatchee River back to the point of beginning.

B. The roads are as follows:

McCain Tower Rd from Beach Road West to the river East
Hidden Road from McCain Tower road West to the river East

Sugar Hill road from the Beach road to the river East

Roy's road from Gulf of Mexico to Beach road

Bird Pond road for it's entirety

Wild wood for it's entirety

Pine Hill Drive for it's entirety

Cedar St for it's entirety

King St for it's entirety

6th Ave North for it's entirety

5th Ave North for it's entirety

4th Ave North for it's entirety

3rd Ave North for it's entirety

2nd Ave North for it's entirety

1st Ave North for it's entirety

1st Ave South from Beach road to the river of the East

2nd Ave South from SR 51 to the river on the East

6th St West for it's entirety

5th St West for it's entirety

Stephens St for it's entirety

3rd St West for it's entirety

1st St West for it's entirety

1st St East for it's entirety

Park Ave

5th St East for it's entirety

6th St East for it's entirety

7th St East for it's entirety

8th St East for it's entirety

9th St East for it's entirety

10th St East from river for it's entirety

11th St East for it's entirety

12th St East for it's entirety

13th St East for its entirety

14th St East for it's entirety

15th St East for it's entirety

Granger Drive for it's entirety

Robin Lane for it's entirety

Duncan Lane for it's entirety

White Lane for it's entirety

All crossings at existing intersections.

The following crossing will be at State Highway 51:

1. 1st Ave. S.E.

Section 4. Golf carts may only be operated during the hours between sunrise and sunset.

Section 5. Golf carts must be equipped with efficient brakes, reliable steering, safe tires, a rearview mirror, and red reflector warning devices in both front and rear.

Section 6. Golf carts must yield to regular motor vehicles when it is apparent that the traffic congestion is occurring and shall in every event, yield to police and emergency vehicles.

Section 7. No golf cart shall be operated by anyone under the age of 16 years in the above mentioned areas.

Section 8. No golf cart shall be operated in the aforementioned areas unless there is an in-force insurance policy covering the golf cart. It shall be the responsibility of the owner of the golf cart to obtain and maintain insurance covering the golf cart and carry proof of same at all times during which the covered golf cart is operated on the above described areas. The minimum amount of required insurance coverage shall be \$50,000.00 per person/bodily injury, \$100,000.00 per incident/property and umbrella.

Section 9. Golf cart use is intended for residents and visitors to the Steinhatchee area described above. Commercial leasing of golf carts for use on the streets and roads of Taylor County remains prohibited.

Section 10. A violation of this Ordinance is a non-criminal traffic infraction, punishable pursuant to Chapter 318 Florida Statutes as either a moving violation for infractions of subsection (1), subsection (2), subsection (3), or subsection (4), or as a non-moving violation for infractions of subsection (5) and (6).

Section 11. If any section, portion or phrase of this Ordinance is ruled invalid or unconstitutional by any court of competent jurisdiction the remainder of this Ordinance shall remain in full force and effect.

Section 12. Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of

the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____ day of _____, 2009.

**BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA**

RUDOLPH PARKER, Chairman

ATTEST

**ANNIE MAE MURPHY,
Clerk of Court**

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold a continued public hearing to consider an application by Kenneth Hutchins for a small-scale Future Land Use Map amendment.

MEETING DATE REQUESTED:

October 5, 2009

Statement of Issue: Request to hold a public hearing continued to October 5, 2009, to consider an application by Kenneth Hutchins for a small-scale Future Land Use Map (FLUM) amendment for 18.72 acres.

Recommended Action: Hold public hearing.

Fiscal Impact: Potential increase in property value.

Budgeted Expense: N/A

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The property in question is located at 22645 Fish Creek Highway, South of Dark Island. Kenneth Hutchins had previously submitted an application for a small-scale FLUM amendment for 10-acres of his property, but amended the request during a County Commission meeting to ask for a finding of map error during the initial adoption of the FLUM for the entire parcel size. At that time, the County Commission did not determine that a map error was made. Subsequent to that hearing, Kenneth Hutchins approached the County Commission requesting a finding of map error for 14 acres of his property. The County Commission determined that such an error was made during the initial FLUM adoption and voted accordingly. It was later determined that such an error finding must be processed as a FLUM amendment. The processing of the amendment has been completed and is now in the hands of the Florida Department of Community Affairs (DCA) for review. While the DCA review was underway, Kenneth Hutchins submitted a second small-scale FLUM amendment application that may ultimately be held in abeyance, if the map error based amendment is successful. The FLUM amendment application now before the Board consists of 18.72-acres of the total parcel. Normally, small-scale amendments are limited to 10-acres in size; however, the status of Taylor County as a Rural Area of Critical Economic Concern (RACEC) provides the ability to double the 10-acre limitation. Small-scale amendments are also limited to a maximum residential density of 10-units per acre. The request before the Board is for an amendment to the Mixed Use Urban Development (MUDD) land use category, which allows a maximum of 12-units per acre, when both public water and sewer are provided. The applicant's desire is to overcome this provision by having the amendment for this

parcel limited to 10-units per acre by action of the County Commission during the adoption hearing.

The public hearing was originally scheduled for July 6, 2009. Prior to the holding of the hearing, Kenneth Hutchins requested the hearing be continued, due to ongoing negotiations with the Department of Community Affairs. At the public hearing continued for September 1, 2009, the Board voted to continue the hearing until the September 15, 2009 meeting and continued the hearing once again to October 5th..

Staff respectfully requests the Board hold the public hearing.

- Options:**
1. Hold public hearing.
 2. Choose not to hear the amendment request.

- Attachments:**
1. Copy of application.
 2. Copy of submittal letter.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

JACK R. BROWN, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

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

October 5, 2009

Mr. D. Ray Eubanks, Community Program Administrator
Florida Department of Community Affairs
Division of Community Planning
Bureau of Local Planning
2555 Shumard Oak Boulevard

MAILED VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
NO. 7007 0710 0003 3708 1897

Application No. CPA 09-1 (Hutchins)

Submission of Adopted Amendment to the
Future Land Use Plan Map of the Comprehensive Plan

Dear Mr. Eubanks:

Please find enclosed the above referenced adopted amendment to the Future Land Use Plan Map of the Comprehensive Plan adopted in accordance with Section 163.3187(1)(c)2., Florida Statutes, as amended, to ensure the copy of the Department of the adopted Comprehensive Plan remains complete. As reported on the enclosed RPM-BSP Exempt Review – Amendments Exempt From State and Regional Review Form, the cumulative total acreage of small scale development amendments approved by the County for calendar year 2009 inclusive of this amendment is 18.72 acres.

Please find enclosed, in accordance with Chapter 163, Florida Statutes, as amended, and Chapters 9J-5 and 9J-11.015, Florida Administrative Code, a copy of the Future Land Use Plan Map, as amended, showing the newly adopted land use designation and the boundaries and location of the subject property in relation to the surrounding streets and thoroughfare network.

The Local Planning Agency held a public hearing concerning the amendment on May 7, 2009 after public notice as required. A copy of the notice for the public hearing is enclosed as required by Section 163.3187(1)(c)2., Florida Statutes, as amended. The Board of County Commissioners held the adoption public hearing concerning the amendment on October 5, 2009 after public notice as required. A copy of the notice for the public hearing is also enclosed as required by Section 163.3187(1)(c)2., Florida Statutes, as amended. A copy of the ordinance adopting the amendment is also enclosed.

Please find enclosed, in accordance with Section 163.3187(1)(c)4., Florida Statutes, a copy of the letter sent to the Florida Office of Tourism, Trade and Economic Development stating that the plan amendment furthers the economic objectives set forth in the executive order designating the County as a Rural Area of Critical Economic Concern issued under Section 288.0656(7), Florida Statutes, as amended, and the property subject to the plan amendment shall undergo public review to ensure that all concurrency requirements and federal, state and local environmental permit requirements are met.

In accordance with Section 163.3187(1)(c)2., Florida Statutes, as amended, and Chapter 9J-11.015(2), Florida Administrative Code, the County hereby certifies that a copy of the amendment and a copy of the public notices for the public hearings have been sent to the Regional Planning Council via copy of this letter, to ensure that the copy of the Regional Planning Council of the adopted Comprehensive Plan remains complete. In addition, the County hereby certifies that a copy of the amendment and copies of the public notices for the public hearings have also been sent to the state agencies listed in 9J-11.009(6), Florida Administrative Code, via copy of this letter, to ensure that the state agencies copy of the adopted Comprehensive Plan remain complete.

CPA 09-1, is a application by Oscar M. Howard III, as agent for Kenneth B. Hutchins, at amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification from AGRICULTURAL/RURAL RESIDENTIAL to MIXED USE-URBAN DEVELOPMENT to further the economic development objectives of the Executive Order of the Governor concerning Rural Area of Critical Economic Concern designation for 18.72 acres.

County staff did not make a recommendation concerning this amendment. The Local Planning Agency recommended approval of the amendment.

The amendment does not involve the same property that was granted another change within the prior 12 months pursuant to Chapter 9J-11.015(1), Florida Administrative Code.

The amendment does not involve the same owner's property within 200 feet that was granted a change within the prior 12 months pursuant to Chapter 9J-11.015(1), Florida Administrative Code.

The amendment does not involve a text change pursuant to Chapter 9J-11.015(1), Florida Administrative Code.

The amendment is not subject to areas of critical state concern. The amendment is not directly related to a proposed Development of Regional Impact pursuant to Chapter 380, Florida Statutes, as amended. The amendment is not directly related to an intergovernmental coordination element pursuant to Section 163.3177(6)(h)1.a., b. and c., Florida Statutes, as amended.

The amendment has not been adopted under a joint planning agreement pursuant to Section 163.3171, Florida Statutes, as amended.

The County found the amendment to be compatible with the land use element objectives and policies, and those of other affected elements of the Comprehensive Plan.

Mr. D. Ray Eubanks

October 5, 2009

Page 3

Danny Griner, County Building Official, is the person who is familiar with the amendment and can be contacted in writing at 201 East Green Street, Perry, Florida 32347, by telephone at (850) 838-3500 or by facsimile at (850) 838-3501.

Sincerely,

Rudolph Parker

Chairman

Enclosures

xc: North Central Florida Regional Planning Council, Transmitted Via
Certified Mail, Return Receipt Requested No. 7007 0710 0003 3708 1903

Suwannee River Water Management District, Transmitted Via
Certified Mail, Return Receipt Requested No. 7007 0710 0003 3708 1910

Florida Department of Transportation, Transmitted Via
Certified Mail, Return Receipt Requested No. 7007 0710 0003 3708 1927

Florida Department of Environmental Protection, Transmitted Via
Certified Mail, Return Receipt Requested No. 7007 0710 0003 3708 1934

Florida Department of State, Transmitted Via
Certified Mail, Return Receipt Requested No. 7007 0710 0003 3708 1941

Florida Fish and Wildlife Conservation Commission, Transmitted Via
Certified Mail, Return Receipt Requested No. 7007 0710 0003 3708 1958

Florida Department of Agriculture and Consumer Services, Transmitted Via
Certified Mail, Return Receipt Requested No. 7007 0710 0003 3708 1965

ORDINANCE NO. _____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF MORE THAN TEN ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 09-1, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3215, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM AGRICULTURE/RURAL TO MIXED USE-URBAN DEVELOPMENT OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA; FINDING THAT SAID AMENDMENT FURTHERS THE ECONOMIC DEVELOPMENT OBJECTIVES OF THE EXECUTIVE ORDER OF THE GOVERNOR DESIGNATING THE COUNTY AS A RURAL AREA OF CRITICAL ECONOMIC CONCERN, PURSUANT TO SECTION 163.3187(1)(c)4., FLORIDA STATUTES, AS AMENDED; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a comprehensive plan;

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning Board of Taylor County, Florida, hereinafter referred to as the Planning Board, has been designated as the Local Planning Agency of Taylor County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Code, hereinafter referred to as the Land Development Code, the Planning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners held the required public hearing, with public notice having been provided, pursuant to the procedures established in Sections 163.3161 through 163.3215, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during the public hearing, including the recommendation of the Planning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan;

WHEREAS, the Board of County Commissioners has determined and found that said application furthers the economic development objectives of the Executive Order of the Governor designating the County as a rural area of critical economic concern, pursuant to Section 163.3187(1)(c)4., Florida Statutes, as amended; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, CPA 09-1, by Oscar M. Howard III, as agent for Kenneth B. Hutchins, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from AGRICULTURE/RURAL to MIXED USE-URBAN DEVELOPMENT on the property described, as follows:

A parcel of land lying in Section 12, Township 8 South, Range 7 East, Taylor County, Florida. Being more particularly described, as follows: Commence at the Northwest corner of Government Lot Number 4 of Section 12, Township 8 South, Range 7 East, Taylor County, Florida; thence South 690.00 feet to a point; thence East 1,020.78 feet to the Mean High Water Line and the Point of Beginning; thence continue, along the Mean High Water Line South 64°13'36" West 31.00 feet; thence South 62°30'33" West 70.95 feet; thence North 80°09'43" West 78.92 feet; thence South 87°44'39" West 71.72 feet, thence South 56°05'29" West 46.24 feet; thence South 37°46'56" West 86.26 feet; thence South 19°35'30" West 62.39 feet; thence South 25°14'09" West 31.66 feet; thence South 45°36'29" West 37.77 feet; thence South 65°11'20" West 37.07 feet; thence South 73°10'38" West 51.29 feet; thence North 66°03'05" West 46.27 feet; thence North 33°07'50" West 37.57 feet; thence North 16°24'50" West 48.85 feet; thence North 55°22'49" West 36.72 feet; thence South 83°44'25" West 17.86 feet; thence South 47°33'08" West 22.86 feet; thence South 41°48'15" West 10.58 feet; thence South 11°40'40" East 86.89 feet; thence South 22°30'56" East 66.43 feet; thence South 27°39'05" East 110.43 feet; thence South 26°09'21" East 103.56 feet; thence South 22°24'13" East 80.85 feet; thence South 49°10'35" East 37.50 feet; thence South 61°54'44" East 28.83 feet; thence South 29°59'00" East 54.71 feet; thence South 37°51'54" East 73.19 feet; thence South 26°55'27" East 25.56 feet; thence South 36°56'05" East 35.24 feet; thence leaving said Mean High Water Line North 89°59'05" East 1,035.56 feet to the right-of-way line of Fish Creek Highway; thence, along the right-of-way line of said Fish Creek Highway North 16°15'23" West 140.90 feet to the point of curvature of a 5,679.65 foot radius curve to the left; thence, along the arc of the right-of-way line of said Fish Creek Highway curve through a chord bearing and distance of North 17°41'22" West 293.87 feet; thence continue, along the right-of-way line of said Fish Creek Highway North 19°14'52" West 357.17 feet to the point of curvature of a 1,096.28 foot radius curve to the left; thence, along the arc of the right-of-way line of said Fish Creek Highway curve, through a chord bearing and distance of North 20°09'59" West 36.71 feet; thence leaving said right-of-way line of said Fish Creek Highway West 453.46 feet; thence North 89°45'34" West 29.22 feet to the Point of Beginning.

Containing 18.72 acres, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, a certified copy of this Ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This Ordinance shall become effective upon filing of the Ordinance with the Department of State.

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3215, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Community Affairs or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3215, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in regular session, with a quorum present and voting, by the Board of County Commissioners this _____ day of _____ 2009.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
TAYLOR COUNTY, FLORIDA

Annie Mae Murphy, County Clerk

Rudolph Parker, Chairman

**PROPOSED TAYLOR
COUNTY
COMPREHENSIVE PLAN
AMENDMENT**

(PARCEL NO: 7193-000)

**22645 FISHCREEK HIGHWAY
PERRY, FLORIDA 32348**

Submitted by Kenneth B. Hutchins

Dr. Kenneth B. Hutchins, DC
22645 Fish Creek Hwy
Perry, Fla. 32348

(850) 578-2500

February 26, 2009

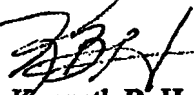
Danny Griner
Taylor County Building/Planning Dept.
201 East Green Street
Perry, Fla. 32347

Re: Letter of Designation

Mr. Griner,

This letter is to advise I am submitting a proposed small scale amendment for review and that Oscar M. Howard III, Esquire is hereby designated as my representative agent on matters involving said amendment proposal effective this date.

Best regards,



Kenneth B. Hutchins

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For amendments involving areas designated Agricultural/Rural Residential, Mixed Use Rural Residential, and Mixed Use - Urban Development on the Future Land Use Map, provide inventory of all wetlands and other environmentally sensitive lands, and documentation that the proposed use will not negatively impact environmentally sensitive lands.

Future Land Use - Present: AGRICULTURAL/RURAL (BOCC APPROVED 9.95 ACRE SMALL SCALE AMENDMENT MIX USE URBAN DEVELOPMENT, Ref BOCC Minutes May 1, 2006, CPA 05-3)

Plan Map

Category: - Requested: 18.72 ACRE SMALL SCALE MIXED USE URBAN DEVELOPMENT PURSUANT TO CHAPTER 163.3187
(1)(c) FLORIDA STATUTES

PART II

Please provide on separate pages to be attached and made a part herewith the following:

1. The Text of the Proposed Amendment.
2. Statement Describing any Changed Conditions That Would Justify an Amendment.
3. Statement Describing Why There is a Need for the Proposed Amendment.
4. Statement Describing Whether and How the Proposed Amendment is Consistent With the Taylor County Comprehensive Plan.
5. Statement Outlining the Extent to Which the Proposed Amendment:
 - a. Is Compatible With Existing Land Uses;
 - b. Affects The Capacities of Public Facilities and Services;
 - c. Affects the Natural Environment;
 - d. Will Result in an Orderly and Logical Development Pattern.

I hereby certify that all of the above statements and statements contained in any papers or plans submitted herewith are true and accurate to the best of my knowledge and belief.

If title holder(s) are represented by an agent, a letter of designation from the title holder(s) addressed to the County Planning Director must be attached.

Kenneth B. Hutchins
Applicant Name (Type or Print)


Applicant Signature

Date: FEB 21, 2009

STANDARDS FOR REVIEW

- 1. Is the proposed amendment in conflict with any applicable provisions of this chapter;
- 2. Is the proposed amendment consistent with all elements of the county comprehensive plan;
- 3. Is the proposed amendment consistent with existing and proposed land uses;
- 4. Have there been any changed conditions that require an amendment;
- 5. To what extent does the proposed amendment result in demand on public facilities, and whether or the extent to which the proposed amendment would exceed the capacity of such public facilities, including, but not limited to roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities;
- 6. To what extent does the proposed amendment result in significant adverse impacts on the natural environment;
- 7. To what extent does the proposed amendment adversely affect the property values in the area;
- 8. Does the proposed amendment result in an orderly and logical development pattern, specifically identify any negative effects on such pattern;
- 9. Is the proposed amendment in conflict with the public interest, and in harmony with the purpose and interest of this chapter;
- 10. Any other matters deemed appropriate by the Board.

FOR OFFICE USE ONLY

Date Filed: _____

Application No: _____

Fee Amount: _____ Receipt No. _____

Date of Planning Board Public Hearing: _____

Date Notice Published: _____

Newspaper: _____

Date(s) Board of County Commission Hearings: _____

Date(s) Notice Published: _____

Board of County Commissioners Decision: _____

The proposed amendment is _____ is not _____ a small scale development amendment pursuant to Chapter 163.3187(1)(c) 1., Florida Statutes.

If the proposed amendment is a small scale amendment pursuant to Chapter 163.3187(1)(c) 1., Florida Statutes it was _____ was not _____ processed with only one public hearing before the Board of County Commission.

Date proposed amendment submitted to the Florida Department of Community Affairs for Objections, Recommendations and Comments: _____

Date adopted amendment submitted to the Florida Department of Community Affairs for compliance finding: _____

Date Notice of Intent issued by the Florida Department of Community Affairs did find _____ did not find _____ the amendment to the Comprehensive Plan in compliance: _____

Surrounding Existing Land Uses: Land Use

- (a) North _____
- (b) East _____
- (c) South _____
- (d) West _____

The property considered by this proposed amendment is _____ is not _____ in an area of critical state concern.

The property considered by this proposed amendment is _____ is not _____ directly related to a development of regional impact.

PART II

Please provide on separate pages to be attached and made a part herewith the following:

1. The Text of the Proposed Amendment:

Provided is supplemental data and analysis necessary to support an application to amend the Taylor County Comprehensive Plan Future Land Use Map pursuant to Chapter 163.3187 (1)(c) Florida Statutes.

On May 1, 2006 the Taylor County Board of Commissioners approved a change in land use classification on the subject property from Agricultural/Rural Residential to Small Scale Mixed Use Urban Development on 9.95 acres which represented a portion of a 25 acre parcel owned by applicant. The amendment has been held in abeyance and has not been forwarded to the Department of Community Affairs pending ongoing litigation between Taylor County and the Department of Community Affairs concerning density per acre within the Coastal High Hazard Area of Taylor County.

On June 11, 2008 Florida Governor Charlie Crist signed an Executive Order designating Taylor County as a Rural Area of Critical Economic Concern. Subsequently on December 16, 2008 the Taylor County Commission approved a Memorandum of Agreement with the Office of Tourism Trade and Economic Development thereby implementing the Rural Area of Critical Economic Concern designation. Pursuant to Chapter 163.3187 (1)(c)4. in Counties so designated as an Area of Critical Economic Concern the 10 acre limit in sub-paragraph 1. may be increased by 100 percent to 20 acres.

The proposed amendment requests changing the current Future Land Use Map designation on 18.72 acres of land (with a dwelling unit maximum of 10 units or less per acre) to Mixed Use Urban Development. The 18.72 acres represents a portion of a 25 acre parcel owned by the applicant and is comprised of 4.72 acres of jurisdictional wetlands and 14 acres of uplands. The amendment as proposed would permit transfer of allowable dwelling unit density from 4.72 acres of jurisdictional wetlands to the 14 acres of uplands thereby avoiding wetland encroachment. Though developmental plans are conceptual it is anticipated that 80% of the residential units will be seasonal in nature with 20% permanent (year round) residential units.

Current conceptual plans do not anticipate a maximum build out of 187 dwelling units but rather unit density considerably less than that allowable pursuant to Chapter 163.3187 (1)(c)1.f. Florida Statutes. For the purpose of this proposed amendment all calculations will be based on a maximum of 187 allowable dwelling unit density (18.72 x 10 = 187) pursuant to the aforesaid statute. Actual overall impact to public facilities based upon anticipated 80% seasonal occupancy will therefore be considerably less than the computations provided herein.

The subject property is located in unincorporated Taylor County and lies between properties to the north and south which are presently designated on the Future Land Use Map as Mixed Use Urban Development. Property easterly consists of forested timberlands and westerly lays the Gulf of Mexico. The subject property site is located approximately 3 miles south of Keaton Beach more specifically in Section 12, Township 8 South, Range 7 East.

The requested amendment as proposed is consistent with all significant subject areas of the Taylor County Comprehensive Plan and is compatible with the existing and future land uses in the surrounding area. The amendment as proposed will represent a logical and orderly pattern of growth while not jeopardizing the adopted level of service standards established for public facilities within the Taylor County Comprehensive Plan. As the proposed 14 acre upland development site involves property outside of jurisdictional wetlands no adverse impact to significant natural resources will occur. The proposed amendment will further enhance and help implement the Goal of the Future Land Use Element by directing development into an area which has existing agreements to provide land and water resources, fiscal abilities and service capacity to accommodate growth in an environmentally acceptable manner.

Conceptual plans for development presently include but are not limited to permanent and seasonal residential dwelling units clustered on upland areas of the site thereby providing maximum areas of open space. Recreational activities presently planned include but are not limited to fishing piers, canoeing, pool and sun bathing activities, putting greens and a tennis court. The development site is well served by the existing roadway network and will discourage urban sprawl. Developmental plans will also ensure that all development will be done in an environmentally sensitive manner that is compatible with the rural coastal character of Taylor County.

Taylor County is presently designated as a Rural Area of Critical Economic Concern (RACEC). The proposed amendment will further the State Rural Economic Development Initiative by helping to maintain, support and enhance not only tourism, ecotourism and job creating activities but it will generate revenues for education and other critical governmental services such as infrastructure, transportation and safety county wide. The amendment as proposed will also facilitate the retention and expansion of existing businesses in the area as well as the recruitment of new businesses county wide. Quality of life standards will improve as will also the overall economy of Taylor County. (see Exhibit "B")

2. Statement Describing any Changed Conditions That Would Justify an Amendment

The Bureau of Economic and Business Research (BEER) has estimated that the projected population increase for Taylor County by the year 2020 will increase to 26,300, an increase of 6,080 from 2007. It is projected that this increase will occur mainly in the un-incorporated regions and as with other coastal counties throughout the state that change will occur predominantly in or near the coastline. Unfortunately eighty seven percent of coastal property located in Taylor County has been acquired by the State of Florida for conservation thereby leaving only a few coastal properties still in the private sector available for development. The availability of public infrastructure coupled with the demand for housing units to accommodate anticipated growth will continue to change the current conditions in the coastal region. Clustering of dwelling units will not only leave a smaller footprint, it will minimize urban

sprawl and maximize economic benefits county wide. The availability of a potable centralized water system with central sewer service planned inevitably for the entire coastal region serves as a catalyst for future growth and development. As the proposed amendment will ultimately provide not only an amenity to the surrounding communities, it will not infringe on the natural features and resources in the coastal region.

Statement Describing Why There is a need for the Proposed Development

As stated above BEBR population projections show an increase of over 6,000 new residents calling Taylor County home by the year 2020. Based upon the BEBR projections for the year 2020 a 30% population growth will necessitate a considerable increase in available housing. As the population continues to increase in our State each year the existing established urban areas of the state are now perceived as overbuilt, congested and expensive. New residents and existing Florida residents considering relocation or change in lifestyle will look to other parts of the state for a new Florida experience. The experience they seek will be one that is associated with increased access to open space, amenities and recreational activities, less congestion, smaller schools, affordable housing and an opportunity for civic engagement with a greater voice in shaping the environment of their community. Because of the existing natural resources and features, proximately to the coastline and the abundance of large tracts of lands near the coastline these opportunities exist today in Taylor County. The proposed amendment is part and parcel of a needed development pattern that is sustainable into the future.

4. Statement Describing Whether and How the Proposed Amendment is Consistent With the Taylor County Comprehensive Plan

The proposed amendment is consistent with the Future Land Use Element and other specific elements of the Taylor County Comprehensive Plan to wit:

Policy 1.1.1: The county's land development regulations shall limit the location of higher density residential and high intensity commercial and industrial uses to areas adjacent to arterial or collector roads where public or private facilities are available or are an integral part of a development proposal to support such higher density or intensity.

Response: The subject site fronts County Road 361 at the juncture of 361A. No other developments or residences exit onto 361 at this location. Highway 361 is the main arterial route extending from the county seat of Perry southwesterly along the coastal region southward to Steinhatchee and beyond. Public and private facilities are available to the north at Keaton Beach and to the south at Steinhatchee. Planned on-site facilities will lessen impact and/or negate public facilities serving the development site.

Policy 1.1.2: The County's land development regulations shall be based on and be consistent with the following standards for residential densities:

- A. No public water or sewer system is required. - Residential low density of less than or equal to 2.0 dwelling units per acre.**
- B. Either a public water or sewer system is required - Residential medium density of greater than 2.0 dwelling units per acre, but less than or equal to 4.0 dwelling units per acre.**

C. Both public water and sewer systems are required. Residential medium-high density of greater than 4.0 dwelling units per acre, but less than or equal to 8.0 dwelling units per acre; and

D. Both public water and sewer systems are required. Residential high density of greater than 8.0 dwelling units per acre, but less than or equal to 20.0 dwelling units per acre.

Response: Subject to Chapter 163.3187 (1)(c) Florida Statutes density shall be equal to or less than 10.0 units per acre. The subject site presently is served by centralized potable water provided by Taylor County Coastal Utilities. Irrigation is by an existing well on site thereby negating impact on the community potable water system. There is one residential home on site which is served by an approved septic system. The site is not located within a centralized sanitary sewer system at present though Taylor Coastal Water & Sewer District's future plans are to extend centralized sewer service to the subject site southward to Fishcreek. Consequently, development as proposed in the amendment will require an on-site HRS approved waste water treatment system pending future extension of the aforesaid centralized sewer system.

Policy 1.1.5: The County's land development regulations shall contain standards for the coordination and siting of proposed urban development near agricultural or forested areas, or environmentally sensitive areas (including but not limited to wetlands and floodplain areas) to avoid adverse impact upon existing land uses.

Response: The proposed amendment will further enhance this policy by clustering development only on the upland portion of the applicant's 25 acre parcel thereby avoiding any adverse impact to the surrounding wetlands and coastal marsh.

Policy 1.1.6: The County's land development regulations shall govern future urban development within designated urban development areas in conformance with the land topography and soil conditions, and within areas which are or will be served by public facilities and services to established Level of Service Standards.

Response: The subject site topography consists of gentle sloping uplands and level terrain and is currently served by central potable water with centralized sewer system anticipated in the near future.

Policy 1.3.1: The County's land development regulations shall contain specific and detailed provisions to manage future growth and development to implement the Comprehensive Plan which shall contain at a minimum the following provisions to:

- (a) Regulate the subdivision of land.
- (b) Regulate the use of land and water consistent with this Element and ensure the compatibility of adjacent land uses and provide for open space.
- (c) Protect environmentally sensitive lands identified within the Conservation Element.
- (d) Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management.

- (e) Protect potable water wellfields and aquifer recharge areas.
- (f) Regulate signage.
- (g) Ensure safe and convenient onsite traffic flow and vehicle parking space.
- (h) Provide that development orders and permits shall not be issued which result in a reduction of the level of service standards adopted in this Comprehensive Plan.

Response: The proposed amendment will utilize developmental clustering so as to minimize impacts to the natural resources thereby conserving and protecting adjoining wetlands and natural areas. Future development will comply with all applicable setback requirements related to wetlands and shorelines. In addition future development will comply with all regulatory agencies and permitting program requirements related to the preservation of wetlands, drainage and storm water management. The proposed amendment will be compatible with adjacent land uses and will adhere to local land development codes as such relates to signage, onsite traffic flow and vehicular parking.

Policy 1.4.1: The County's land development regulations shall restrict development within unsuitable areas due to flooding, improper drainage, steep slopes, rock formations and adverse earth formations, unless acceptable methods are formulated by the developer and approved by the County to solve the problems created by the unsuitable land conditions.

Response: The proposed amendment which consists of 14 acres of uplands does not contain areas unsuitable for development due to improper drainage, steep slopes, rock formations or any adverse earth formations.

Policy 1.5.1: The County's land development regulations shall establish procedures for the review of proposed development to determine its impact on level of service standards for public facilities and shall require that level of service standards be met concurrently with the impact of development.

Response: The amendment as proposed will not result in an adverse impact to the adopted level of service standard for any public facilities from development of this site.

Policy 1.6.2: The County's land development regulations shall include provisions for adequate drainage, stormwater management, open space and convenient on site traffic flow for all development.

Response: Any future development will be in conformance with all applicable requirements concerning drainage, stormwater management, open space and traffic flow.

Policy 1.6.3: The County's land development regulations shall limit the intensity of development by requiring that the length of lots does not exceed three times the width of lots which are less than ten acres within all land use categories which permit dwelling units.

Response: Proposed clustering of dwelling units will preclude platting of individual lots.

Policy 1.6.4: The County shall participate in the National Flood Insurance Program and regulate development and the installation of utilities in flood hazard areas in conformance with the program's requirements.

Response: Development on the 14 acre upland portion of said parcel, including placement of utilities, will be in compliance with all regulatory agency and permitting guidelines concerning new development within areas designated as floodplains.

Policy 1.6.5: The County's land development regulations shall require that new development, or other newly permitted land uses, shall be compatible with previously existing land uses or shall provide appropriate buffers to protect existing land uses from adverse impacts of the new development.

Response: The designation of Mixed Used Urban Development as requested is consistent and compatible with existing land uses to the north and south of subject property. Salt Marsh owned by the State of Florida bordering the site on the north and south creates an everlasting natural buffer with adjacent developments.

Policy 1.9.1: The County shall maintain a listing of all known prehistoric and historic sites having particular significance to the history of the County, state or nation, whose locations have been documented and can be physically located on the land. This list shall be updated as new documented information regarding the prehistoric or history significance of a site is identified and provided to the County.

Response: The subject site does not contain any known coastal historic sites relating to the history of Taylor County.

Policy 1.10.1: The County's land development regulations shall include provisions for the protection of community potable water supply wells by limiting approval of conflicting land uses within the area designated by the land development regulations as a wellfield protection area.

Response: The subject site is not located in an area designated as a wellfield protection area.

Policy 1.10.3: As part of the County's development review process, environmentally sensitive land shall be identified for protection. These environmentally sensitive lands shall include, but not be limited to, wetlands, floodprone areas, areas designated as prime groundwater aquifer recharge areas.

Response: The 18.72 acre site represents a portion of a 25 acre parcel owned by the applicant. The 14 acres of developable uplands do not contain jurisdictional wetlands. The remaining 11 acres which contain jurisdictional wetlands and marsh areas will remain in their natural state void of development.

Policy II.1.1: Establish "C" Service Standard at peak hour as defined within the Florida Department of Transportation "Daily Service Volumes Level of Service, A-E, 1987" for each road within the unincorporated areas of the County.

Response: The proposed amendment will not degrade the adopted level of service standard for roadways within the unincorporated area of the county.

Policy II.1.3: The County's land development regulations shall require the provision of safe and convenient on-site traffic flow, which includes the provision for vehicle parking consistent with proposed use.

Response: Proposed development will provide safe and convenient on-site traffic flow including vehicular parking consistent with the County land development regulations.

Policy II.4.1: The County's land development regulations shall, by October 1, 1990, include provisions which require all new construction along new or realigned collector or arterial roadways to provide setbacks for the future need of additional right-of-way along roads designated for construction or realignment in the current FDOT 5-Year Plan.

Response: The proposed amendment will comply with all requirements necessary for compliance as set forth by the current FDOT 5-Year Plan. No adverse encroachment to County roadways are anticipated.

Policy III.2.1: The County shall include minimum housing standards within the adopted land development regulations, which address the quality of housing and stabilization of neighborhoods.

Response: Development on subject site will meet or exceed minimum housing standards and provide an enhancement to quality and stabilization of the coastal region of Taylor County.

Policy III.6.1: The County shall include within the land development regulations provisions which protect voluntarily designated significant historic housing through maintenance requirements and where appropriate adaptive reuse.

Response: The 18.72 acre site contains no historical structures.

Policy IV.2.1: The County hereby establishes the following level of service standards for sanitary sewer facilities which shall be used for determining the availability of service capacity:

| <u>FACILITY TYPE</u> | <u>LEVEL OF SERVICE STANDARD</u> |
|-------------------------------|---|
| Private on-site disposal | shall meet or exceed all the requirements Set by the Florida Department of HRS, Chapter 10D-6, F.A.C. |
| New Central Facilities | |
| Residential uses | 100 gals/capita/day |
| Nonresidential uses | Minimum service shall be consistent with Table II, Chapter 10D-6, F.A.C. |

Response: The development site is not presently served by a community sanitary sewer system consequently any future development will be serviced by a HRS approved on-site waste water treatment system pending planned extension to the site of centralized sewer service by Taylor Coastal Water & Sewer District.

Policy IV.2.4: The County's land development regulations shall allow the use of package wastewater facilities within urban development areas until a centralized

sanitary sewer service is available, subject to current regulatory jurisdiction and operating standards.

Response: Any future waste water treatment system will be designed to meet or exceed all environmental standards pending connection to planned extension to the development site of a community sewer system by Taylor Coastal Water & Sewer District.

Policy IV.2.6: The County hereby establishes the following level of service standards for solid waste disposal facilities:

| <u>FACILITY TYPE</u> | <u>LEVEL OF SERVICE STANDARD</u> |
|----------------------|----------------------------------|
| Solid Waste landfill | 0.78 tons per capita per year |

Response: Based upon annual projections of the Aucilla Area Solid Waste Facility future development of the subject site will not significantly impact the adopted level of service standards for solid waste disposal.

Policy IV.2.9: The County's land development regulations shall include provisions which prohibit the construction of structures or landscape alterations which would significantly impact or interrupt natural drainage flows, including sheet flow and flow to isolated wetland systems, without mitigation.....:

Response: Future development of the site will not significantly impact or interrupt the natural drainage of the site and will comply with or exceed all regulatory requirements as such relates to storm water management.

Policy IV.2.10: The County's land development regulations shall include a provision which requires that all construction activity undertaken shall incorporate erosion and sediment controls during construction:

Response: Future development will include erosion and sediment control measures prior to and during any construction on the subject site.

Policy IV.3.1: The County's land development regulations shall permit residential densities in excess of two (2) dwelling units per acre only where community potable water systems are available and accessible.

Response: Presently potable water is furnished to the subject site by Taylor Coastal Water & Sewer District.

Policy IV.4.2: The County shall require that all new construction and all remodeling activities utilize fixtures conforming to the Water Conservation Act of 1982, thereby conserving potable water resources.

Response: To minimize water usage future development will utilize fixtures which conform to the 1982 Water Conversation Act.

Policy IV.5.3: The County shall allow the re-use of treated effluent and storawater for irrigation, and shall encourage such re-use during the site plan review process.

Response: Effective use of storm water and treated effluent will be utilized for irrigation purposes on the development site.

Conservation Element V.2.4: The County's land development regulations shall require that, unless impacts are mitigated pursuant to DER or other appropriate state agency requirements, a 35 foot natural buffer shall be maintained around all wetlands and prohibit the location of residential, commercial and industrial land uses within the buffer area.....:

Response: No jurisdictional wetlands exist on the upland portion of the 14 acre development site. A natural buffer will be maintained between adjacent wetlands and residential structures consistent with the County Land Development Regulations.

Conservation Element V.2.6: The County's land development regulations shall require all new development to maintain the natural functions of environmentally sensitive areas, including but not limited to wetlands and 100 year floodplains so that the long term environmental integrity and economic and recreational value of these areas is maintained. This will be accomplished through compliance with applicable statutes, rules and regulations of State and Federal Agencies have jurisdiction.

Response: Any development activity occurring on the site will comply with all regulatory agency and permitting guidelines relative to wetland areas and designated floodplains.

Conservation Element V.4.1: In the land development regulations adopted by the statutory deadline, the County shall require as assessment of the potential adverse effects on rare and endangered species for the following:

1. All development within the 35-foot regulated natural buffer adjacent to all perennial rivers, streams and creeks, and those which are intermittent in nature, but which have a distinct, identifiable stream bed or creek run.
2. All development with the 75-foot regulated natural buffer adjacent to all perennial rivers, streams and creeks located within the significant natural areas identified in the Taylor County Comprehensive Plan.
3. All development within 35 feet of a wetland or water body other than as described in 1. and 2. above.
4. Plan amendments which increase density or intensity of development in the Agricultural 1, Agricultural 2, Agricultural/Rural Residential, and Mixed Use: Rural Residential districts.

Response: No perennial rivers, streams or creeks are located on or adjacent to the 14 acre upland development site. Natural buffers will be maintained consistent with the County Land Development Regulations. No known endangered or threatened wildlife or habitat exists on the site.

Conservation Element V.4.7: Prior to approving a plan amendment, in those areas designated Agricultural/Rural Residential, Mixed Use Rural Residential, and Mixed Use Urban Development on the Future Land Use Map, the County shall require the applicant to provide an inventory of all wetlands and other environmentally sensitive lands, as well as documentation that the proposed use will not negatively impact environmentally sensitive lands.

Response: The 14 acre upland development site contains no jurisdictional wetlands or environmentally sensitive lands. The remaining 11 adjacent acres

owned by applicant will remain in their natural state to insure natural functions and aesthetic value of said lands.

Coastal Management Element IX.2.2: The County as part of the development review process shall require new development and redevelopment which may cause disruption or degradations to wetlands or the aquatic preserve to include mitigating measures. Effective October 1, 1990.

Response: The proposed upland development site will not degrade or impact the adjacent jurisdiction wetlands.

Coastal Management Element IX.6.4: The County's land development regulations shall limit residential development and resident populations within coastal high hazard areas to locations and numbers which can be safely evacuated during hurricane hazard periods. Effective October 1, 1990.

Response: The County's adopted hurricane evacuation times will not be adversely affected by the proposed amendment.

Coastal Management Element IX.6.5. as amended: The County shall limit dwelling unit density to four units per acre in designated urban development areas which are served by community or public water and up to 12 units per acre when served by community or public water and sanitary sewer systems within the Coastal High Hazard Area.

Response: Pursuant to Chapter 163.3187 (1)(c) Florida Statutes (Small Scale Developments) the proposed amendment will limit dwelling unit density per acre to a maximum of ten (10) units per acre or less dependant upon project/development design.

Coastal Management Element IX.12.10: To ensure protection of the Big Bend Seagrass Aquatic Preserve from future land use activities, the County shall coordinate with DER in development and implementation of programs to maintain and improve water quality of the Big Bend Seagrasses Aquatic Preserve and any degraded rivers and contaminated aquifers.

Response: The proposed development site will not have an adverse effect on the Big Bend Seagrass Aquatic Preserve.

5. Statement Outlining the Extent to Which the Proposed Amendment:

Is compatible With Existing Land Uses:

The proposed amendment is consistent and compatible with the existing and future land uses surrounding the subject site. Areas north and south of the subject site are designated Mix Use Urban Development (MUUD) with areas designated as Conservation interspersed in between consisting of wetlands, marsh areas and natural canals which provide natural buffers. Future development will minimize urban sprawl and consist of clustered residential units on the upland portion of the subject site with the natural areas remaining in their natural state.

Affects The Capacities of Public Facilities and Services:

Potable Water - The subject site is located within the Taylor Coastal Water & Sewer District which presently provides community potable water to the proposed amendment site. The community portable water system is currently meeting or exceeding the adopted level of service standard for potable water established within the Comprehensive Plan. The proposed amendment though conceptual could theoretically have a maximum permanent and seasonal residential density of 187 clustered residential units therefore based upon an average of potable water usage per person x 2.50 persons per dwelling unit = 250 gallons of potable water per day the total potable water usage would be $187 \times 250 = 46,750$ gallons. During calendar year 2007 the average daily potable water usage of the community potable water system was 56,725 gallons with a permitted daily capacity of 345,000 gallons. Residual available capacity $345,000 - 56,725 = 288,275$ gallons per day of potable water. Residual capacity after this proposed amendment $288,275 - 46,750 = 241,525$ gallons available community potable water. Based upon the above, the community potable water facility is anticipated to meet or exceed the adopted level of service standard for potable water facilities as set forth in the Comprehensive Plan.

Sanitary Sewer - The subject site presently is not located within a centralized sanitary sewer system therefore an HRS approved onsite waste water treatment system will service the development site. Effluent treatment will meet or exceed the following capacity standards: Based upon 70 gallons of sanitary sewer effluent per person per day x 2.50 persons per dwelling unit = 175 gallons of sanitary sewer effluent is anticipated to be generated per dwelling unit per day. Total sanitary sewer effluent anticipated to be generated per day $175 \times 187 = 32,725$ gallons. Effective use of treated effluent will be utilized for irrigation purposes in an environmentally sensitive manner consistent with all environmental and regulatory standards so as not to degrade or impact adjacent wetlands or air quality.

Solid Waste - Solid waste disposal is provided at the Aucilla Area Solid Waste Facility which presently processes an average of 150 to 300 tons per day with a maximum FDEP permitted capacity of 500 tons per day. Based upon an average of 12 pounds of solid waste per single family dwelling unit per day 187×12 pounds = 2,244 pounds of anticipated solid waste will be generated by the proposed development per day. Solid waste generated by the proposed development will not have a significant impact on the Aucilla Area Solid Waste Facility.

Stormwater - Required drainage for the management of stormwater utilizing retention measures will be constructed on site which will meet or exceed adopted level of service standards established within the Comprehensive Plan. Clustering of dwelling units will also minimize the amount of impervious surfaces thereby maximizing natural soil absorption.

Transportation - The proposed development site fronts County Road 361A at the intersection with County Road 361 (see Exhibit "C"). Based upon an average of .62 trips per P.M. peak hour the proposed development per residential unit $187 \times .62 = 116$ trips per P.M. peak hour. Factoring in the projected number of theoretical trips associated with the proposed amendment and based upon current data and the adopted level of service standard of "C" with a capacity of 9,500 trips per day the road network serving the site is anticipated to continue to meet the level of service standard for traffic circulation as set forth in the Comprehensive Plan.

Affordable Housing - The proposed amendment is not anticipated to have an effect on affordable housing.

Recreation - The proposed amendment proposes on site recreational activities which include but are not limited to fishing piers, canoeing, pool and sun bathing activities, putting greens and a tennis court. Based upon 2.50 persons per 187 (dwelling units) = 468 persons peak seasonal, 80% seasonal/20% permanent, the additional population associated with the proposed amendment is not anticipated to impact the current adopted level of service standard therefore recreational facilities are anticipated to continue to meet or exceed the level of service standards as established in the Comprehensive Plan.

Hurricane Evacuation - The proposed amendment site is located in the Coastal High Hazard Area and in as such a category one hurricane evacuation would require evacuation in any subsequent increase in category storm level. Highway 361 has been designated as the evacuation route for the subject site northward to US Highway 19 to the city of Perry. The proposed amendment anticipates that the development will consist of 20% permanent residential units and 80% seasonal residential units. Based upon 1.81 vehicles per permanent residential unit (20% = $37.40 \times 1.81 = 68$ vehicles) and 1.10 vehicles per seasonal residential unit (80% = $149.60 \times 1.10 = 165$) total high seasonal impact is 233 vehicles with a low seasonal impact of 68 vehicles. Presently County Road 361 has a current LOS hourly directional maximum service volume of 1410 vehicles per hour. With a current maximum 9 hour evacuation window for a category one hurricane, a high seasonal occupancy scenario of 233 vehicles (23.3 units per hour) for the proposed amendment would not adversely affect the evacuation clearance times as set forth in the current adopted level of service standard.

Public Shelters - Presently Taylor County has five shelters with shelter space availability to accommodate 2,510 evacuees. During a hurricane evacuation advisory most permanent residents within the proposed development will utilize inland hotels and motels with the majority of seasonal residents remaining at their permanent residential locations. In calculating shelter demand it is anticipated that 25% of permanent residents (12 evacuees) and 10% of seasonal residents (4 evacuees) will be utilized local public shelters. The proposed development will have minimal impact on public sheltering in Taylor County.

Schools - It is estimated that 80% of the residential units or 150 units will be seasonally occupied and 20% or 37 units occupied by permanent residents. Based upon the number of units occupied by permanent residents (37 units) it is estimated that the proposed amendment will generate an additional 8 school age students. Using the Florida Department of Education forecasts (Florida Inventory of School Houses, "FISH" capacities 2007) the proposed amendment will have minimal impact on enrollment within the Taylor County School District.

Affects the Natural Environment:

The proposed amendment will not result in adverse impacts to environmentally sensitive lands whereas future development will be confined to the upland 14 acre portion of the 18.72 acre proposed amendment site. Natural and required buffers and effective management of storm water drainage will ensure negative impact to the surrounding wetlands and natural vegetation.

Will Result in an Orderly and Logical Development Pattern:

The proposed amendment will represent a logical developmental growth pattern which will provide Taylor County with additional residential units to meet the future anticipated need associated with the projected population increase through 2020. Clustering of the residential units will minimize urban sprawl and will enhance open space along the coastal region while at the same time

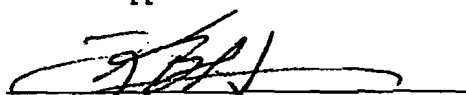
protecting the natural features enjoyed by many. The proposed development will maintain, support and enhance not only tourism, ecotourism and job creating activities but it will generate revenues for education and other critical governmental services such as infrastructure, transportation and safety county wide. The amendment as proposed will also facilitate the retention and expansion of existing businesses in the area as well as the recruitment of new businesses county wide. Quality of life standards will improve as will also the overall economy of Taylor County.

I hereby certify that all of the above statements and statements contained in any papers or plans submitted herewith are true and accurate to the best of my knowledge and belief.

If title holder(s) are represented by an agent, a letter of designation from the title holder(s) addressed to the County Planning Director must be attached.

Kenneth B. Hutchins

Applicant Name



Applicant Signature

FEB 26, 2009

Date

EXHIBIT "A"

New Description (product of survey)

A portion of those lands described at Official Record Book 317, Page 705. Being more particularly described as follows:

Commence at the Northwest corner of Government Lot Number 4 of Section 12, Township 8 South, Range 7 seconds East, Taylor County, Florida and run South 690 feet to a point; thence run East 1020.78 feet to the Mean High Water Line and POINT OF BEGINNING; thence from said Point of Beginning run South 64 degrees 13 minutes 36 seconds West, for a distance of 31.00 feet; thence run South 62 degrees 30 minutes 33 seconds West, for a distance of 70.95 feet; thence run North 80 degrees 09 minutes 43 seconds West, for a distance of 78.92 feet; thence run South 87 degrees 44 minutes 39 seconds West, for a distance of 71.72 feet; thence run South 56 degrees 05 minutes 29 seconds West, for a distance of 46.24 feet; thence run South 37 degrees 46 minutes 56 seconds West, for a distance of 86.26 feet; thence run South 19 degrees 35 minutes 30 seconds West, for a distance of 62.39 feet; thence run South 25 degrees 14 minutes 09 seconds West, for a distance of 31.66 feet; thence run South 45 degrees 36 minutes 29 seconds West, for a distance of 37.77 feet; thence run South 65 degrees 11 minutes 20 seconds West, for a distance of 37.07 feet; thence run South 73 degrees 10 minutes 38 seconds West, for a distance of 51.29 feet; thence run North 66 degrees 03 minutes 05 seconds West, for a distance of 46.27 feet; thence run North 33 degrees 07 minutes 50 seconds West, for a distance of 37.57 feet; thence run North 16 degrees 24 minutes 50 seconds West, for a distance of 48.85 feet; thence run North 55 degrees 22 minutes 49 seconds West, for a distance 36.72 feet; thence run South 83 degrees 44 minutes 25 seconds West, for a distance of 17.86 feet; thence run South 47 degrees 33 minutes 08 seconds West, for a distance of 22.86 feet; thence run South 41 degrees 48 minutes 15 seconds West, for a distance of 10.58 feet; thence run South 11 degrees 40 minutes 40 seconds East, for a distance of 86.89 feet; thence run South 22 degrees 30 minutes 56 seconds East, for a distance of 66.43 feet; thence run South 27 degrees 39 minutes 05 seconds East, for a distance of 110.43 feet; thence run South 26 degrees 09 minutes 21 seconds East, for a distance of 103.56 feet; thence run South 22 degrees 24 minutes 13 seconds East, for a distance of 80.85 feet; thence run South 49 degrees 10 minutes 35 seconds East, for a distance of 37.50 feet; thence run South 61 degrees 54 minutes 44 seconds East, for a distance of 28.83 feet; thence run South 29 degrees 59 minutes 00 seconds East, for a distance of 54.71 feet; thence run South 37 degrees 51 minutes 54 seconds East, for a distance of 73.19 feet; thence run South 26 degrees 55 minutes 27 seconds East, for a distance of 25.56 feet; thence run South 36 degrees 56 minutes 05 seconds East, for a distance of 35.24 feet; thence leaving said Mean High Water Line run North 89 degrees 59 minutes 05 seconds East, for a distance of 1035.56 feet to a point on the right-of-way line of Fish Creek Highway; thence run along said right-of-way line North 16 degrees 15 minutes 23 seconds West, for a distance of 140.90 feet to the Point of Curvature of a 5679.65' radius curve to the left; thence run along the arc of said right-of-way curve through a chord bearing and distance of North 17 degrees 41 minutes 22 seconds West, 293.87 feet; thence continue along said right-of-way line North 19 degrees 14 minutes 52 seconds West, for a distance of 357.17 feet; to the Point of Curvature of a 1096.28' radius curve to the left; thence run along the arc of said right-of-way curve through a chord bearing and distance of North 20 degrees 09 minutes 59 seconds West,

36.71 feet; thence leaving said right-of-way run West, for a distance of 453.46 feet; thence run North 89 degrees 45 minutes 34 seconds West, for a distance of 29.22 feet to the Point of Beginning.

Said parcel of land contains 18.72 acres more or less.

EXHIBIT "B"

ECONOMIC BENEFITS

Taylor County has been designated by Governor Crist as one of fourteen counties in the north central region of the state as a Rural Area of Critical Economic Concern (RACEC). Unfortunately this designation characterizes counties that are economically distressed, limited in growth potential and fail to experience the same robust economic growth as other counties in the state. The RACEC designation represents a microcosm of economic and social problems which face many rural areas across America especially those which rely predominately on agricultural resources.

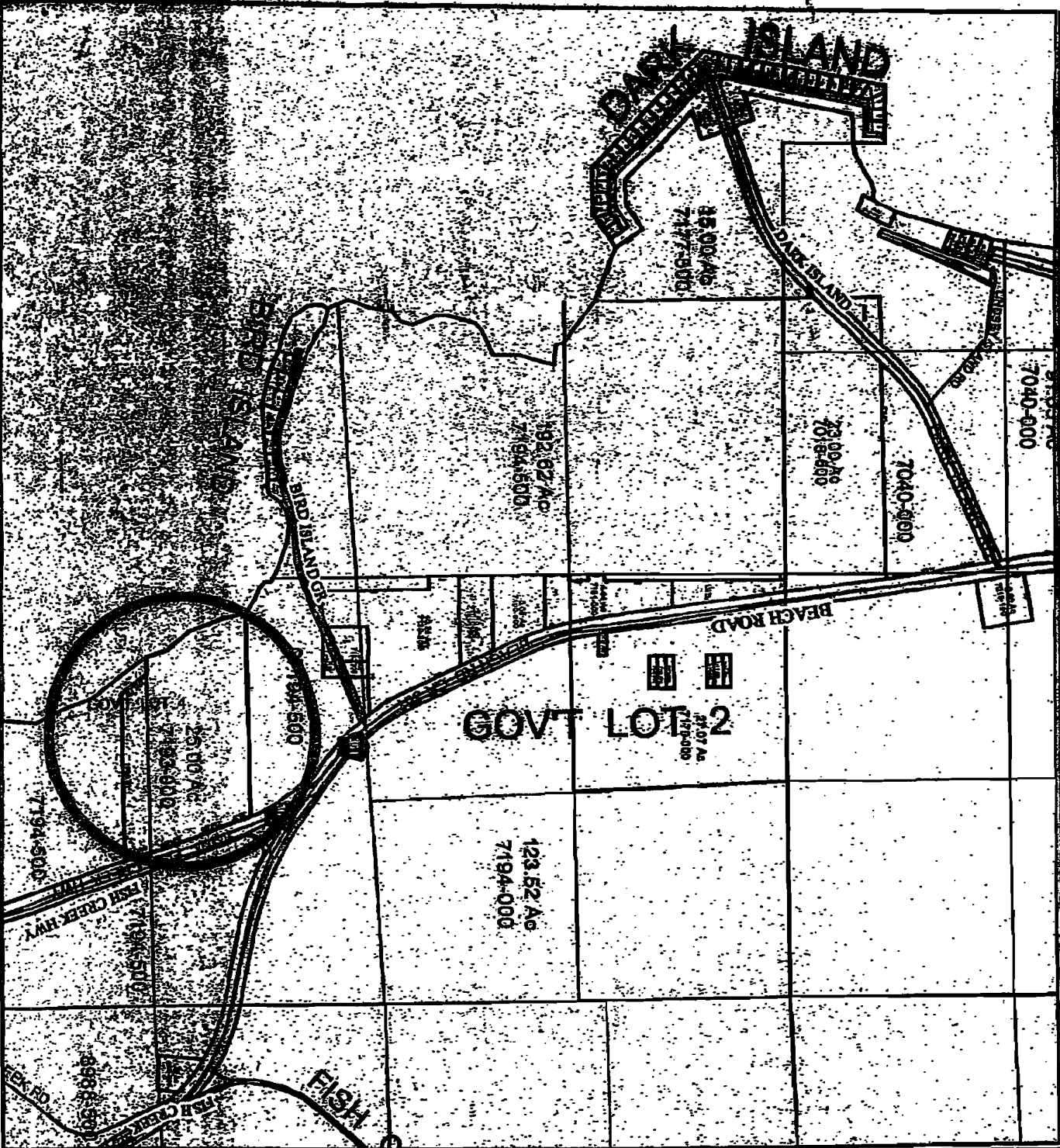
It is well established that the primary economy of Taylor County is that of agricultural timber harvesting and associated paper and pulp manufacturing. Though this industry has sustained the financial needs locally for many years it fails to represent a catalyst for economic growth sustainable into the future. The future fiscal and economic viability of rural Taylor County is affected by low per capita income, low housing values, a high population percentage of public assistance, a lack of year round stable employment, and a lower than normal tax base. In recent years local government working with community based organizations and private enterprises have strived to find ways to balance environmental and growth issues with local needs to improve not only the overall tax base necessary for infrastructure but also economic incentives and quality of life standards.

As the State has purchased approximately 87 percent of Taylor County's coastal property the proposed amendment is uniquely positioned to enhance ecotourism in the remaining coastal region. The proposed development involves both permanent and seasonal residential units and a variety of recreational activities thereby affording a unique and attractive incentive for new residents to call Taylor County home while at the same time serving as a focal point for recreational access to gulf waters. Taxable land values along the coastal region of Taylor County continue to generate a sizable portion of overall tax revenue for infrastructure county wide and with the majority of proposed residential units anticipated to be seasonal the benefit from taxable revenues is nothing short of positive.

Development of the proposed amendment site will help provide that sought after catalyst consistent with the State Rural Economic Development Initiative by helping to maintain, support and enhance not only tourism, ecotourism and job creating activities but it will generate much needed tax revenues for education and other critical governmental services such as infrastructure, transportation and safety county wide. The amendment as proposed will also facilitate the retention and expansion of existing businesses in the area as well as the recruitment of new businesses county wide. Quality of life standards will improve as will also the overall economy of Taylor County.

Taylor County has for to long endured the pain of watching it's youth leave after completing their educational goals seeking opportunities elsewhere as a direct result of a weak economic foundation locally. The overall effect of the proposed amendment on the local economy will help fill the void necessary for youth retention by enhancing economic growth and opportunity county wide. The technology era confronts many of our youth today and the rural counties within the state must pursue all facets of economic opportunity for a sustainable future.

Taylor County Growth Management Division



Legend

- Future Land Use Map
- Municipal Limits
- Conservation (100/100 acres)
- Agriculture - 1 (100/100 acres)
- Agriculture - 2 (100/100 acres)
- Agriculture - Rural (100/100 acres)
- Medium Density Residential (100/100 acres)
- Single-Family Residential Development
- Multi-Family Residential Development
- Community/Regional Commercial
- Retail/Office/Commercial
- Industrial
- Airport
- Park/Recreation
- State/County/Local Government
- Major Road
- Other Road
- Water

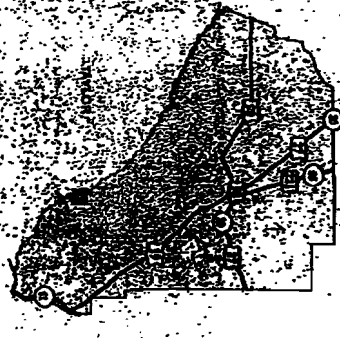


EXHIBIT "C"

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| 2 | Balance Sheet - Liabilities |
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| 4 | Accounts Payable |
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| 6 | Statement of Revenues and Expenses For the Years Ended May 31, 2007, 2008, 2009 |
| 7 | Income Statement for the First Quarter Ending August 31, 2009 |

DOCTORS' MEMORIAL HOSPITAL, INC.
BALANCE SHEET

ASSETS

| | May 31, 2008 | May 31, 2009 | Increase (Decrease) |
|---|---------------------|---------------------|------------------------|
| Current Assets: | | | |
| Cash and cash equivalents | \$ 365,817 | \$ 839,533 | \$ 473,716 |
| Third-party payor settlements | - | 181,605 | 181,605 |
| Receivables: | | | |
| Patient accounts receivable, net of allowance for doubtful accounts and contractual adjustments | 4,602,017 | 2,084,230 | (2,517,787) ✓ |
| Other receivables | 177,885 | 210,675 | 32,790 |
| Supplies | 815,847 | 702,365 | (113,482) |
| Prepaid expenses and other current assets | 68,533 | 209,832 | 141,299 |
| Total current assets | 6,030,119 | 4,228,240 | (1,801,879) |
| Restricted Assets: | | | |
| Restricted by grantor for capital acquisition | 237,447 | 111,976 | (125,471) |
| Internally restricted by Board | 12,923 | 10,546 | (2,377) |
| Total restricted assets | 250,370 | 122,522 | (127,848) |
| Capital assets, net | 2,772,403 | 2,200,338 | (572,065) |
| Total Assets | \$ 9,052,892 | \$ 6,551,100 | \$ (2,501,792) |

DOCTORS' MEMORIAL HOSPITAL, INC.
BALANCE SHEET

LIABILITIES AND NET ASSETS

| | May 31, 2008 | May 31, 2009 | Increase (Decrease) |
|---|---------------------|---------------------|------------------------|
| Current liabilities: | | | |
| Current installments of long-term debt | \$ 190,089 | \$ 94,239 | \$ (95,850) |
| Accounts payable and accrued expenses | 4,255,831 | 3,384,824 | (971,007) ✓ |
| Estimated third-party payor settlements | 321,007 | 107,702 | (213,305) ✓ |
| Total current liabilities | 4,866,927 | 3,586,765 | (1,280,162) |
| Long-term debt, excluding current installments | 1,251,673 | 686,635 | (565,038) |
| Total liabilities | 6,118,600 | 4,273,400 | (1,845,200) |
| Net assets: | | | |
| Invested in capital assets, net of related debt | 1,992,872 | 2,013,131 | 20,259 |
| Restricted expendable net assets | 174,936 | 122,522 | (52,414) |
| Unrestricted | 766,484 | 142,047 | (624,437) |
| Total net assets | 2,934,292 | 2,277,700 | (656,592) |
| Total liabilities and net assets | \$ 9,052,892 | \$ 6,551,100 | \$ (2,501,792) |

VSDA BCC paid

Accounts Receivable

| | 05-31-08 | 05-31-09 |
|--------------------|------------------|------------------|
| Medicare | 3,533,484 | 1,898,304 |
| Medicaid | 629,611 | 612,160 |
| Blue Cross | 1,557,881 | 943,246 |
| Commercial | 667,136 | 520,941 |
| Private Pay | 1,976,229 | 1,532,816 |
| | <hr/> | <hr/> |
| Total | 8,364,341 | 5,507,467 |
| | <hr/> <hr/> | <hr/> <hr/> |

Accounts Payable

| | Current | Over 30 Days | Over 60 Days | Over 90 Days | Over 120 Days | Total |
|-----------------|----------------|---------------------|---------------------|---------------------|----------------------|------------------|
| 05-31-08 | 834,797 | 313,142 | 208,991 | 109,449 | 720,727 | 2,187,106 |
| 05-31-09 | 827,680 | 217,418 | 90,339 | 68,189 | 693,267 | 1,896,893 |

DOCTORS' MEMORIAL HOSPITAL, INC.

STATEMENT OF REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2009

Revenues:

| | |
|--|--------------------------|
| Net patient service revenues (net of provision for bad debts of \$2,849,633) | \$ 19,269,848 |
| Other revenues | <u>1,776,004</u> |
| Total operating revenues | <u>21,045,852</u> |

Expenses:

| | | |
|--------------------------------------|----------------|----|
| Salaries and benefits | 12,563,572 | SS |
| Contract labor and professional fees | 1,947,309 | |
| Supplies | 2,613,149 | |
| Purchases services | 1,372,675 | |
| Utilities and telephone | 967,409 | |
| Facility and equipment rental | 1,632,196 | |
| Depreciation and amortization | 742,519 | |
| Insurance | 606,169 | |
| Other | <u>371,455</u> | |

Total operating expenses (1770601) 22,816,453

Gain (loss) from operations (102121) (1,770,601)

Non-operating revenues (expenses):

| | | |
|---|-----------------------|--|
| Interest | (102,121) | |
| Investment income | 7,726 | |
| Gain on disposal of equipment and leasehold improvements | - | |
| Contributions 200,000 + 400,000 BCC | <u>600,000</u> | |
| Total non-operating expenses | <u>505,605</u> | |

Excess of revenues (expenses) before capital contributions 7726 (1,264,996)

Capital contributions state grant 100,000 608,404

Increase (decrease) in net assets BCC 500,000 \$ (656,592)

DOCTORS' MEMORIAL HOSPITAL, INC.
STATEMENT OF REVENUES AND EXPENSES
FOR THE YEARS ENDED MAY 31, 2007, 2008, AND 2009

| | 2007 | 2008 | 2009 | 2008 VS. 2009 \$ VARIANCE | 2008 VS. 2009 % VARIANCE |
|--------------------------------|--------------------|--------------------|--------------------|------------------------------|-----------------------------|
| REVENUES | | | | | |
| Inpatient | 14,903,207 | 13,143,344 | 10,662,290 | (2,481,054) | -18.9% |
| Outpatient | 21,962,511 | 25,586,166 | 31,784,783 | 6,198,617 | 24.2% |
| Home Health | 647,950 | 747,053 | 717,736 | (29,316) | -3.9% |
| Clinics | 5,493,095 | 6,511,006 | 5,789,167 | (721,839) | -11.1% |
| EMS Revenue | 1,721,121 | 1,478,819 | 1,339,810 | (139,008) | -9.4% |
| GROSS REVENUE | 44,727,883 | 47,466,388 | 50,293,788 | 2,827,400 | 6.0% |
| REVENUE DEDUCTIONS | | | | | |
| Medicare | 8,169,893 | 9,905,481 | 11,436,005 | 1,530,525 | 15.5% |
| Medicaid | 2,412,626 | 3,012,758 | 5,154,174 | 2,141,416 | 71.1% |
| Blue Cross | 3,537,761 | 3,655,822 | 3,888,700 | 232,878 | 6.4% |
| Other | 1,197,478 | 1,177,594 | 4,311,163 | 3,133,570 | 266.1% |
| CONTRACTUAL ADJUSTMENTS | 15,317,758 | 17,751,655 | 24,790,043 | 7,038,388 | 39.6% |
| Charity | 3,798,936 | 3,478,571 | 1,376,402 | (2,102,169) | -60.4% |
| Bad Debt | 3,661,018 | 3,606,732 | 5,539,838 | 1,933,106 | 53.6% |
| TOTAL REV DEDUCT | 22,777,712 | 24,836,958 | 31,706,283 | 6,869,325 | 27.7% |
| NET OPER REV | 21,950,171 | 22,629,430 | 18,587,505 | (4,041,925) | -17.9% |
| OTHER REVENUE | 1,110,975 | 733,090 | 275,249 | (457,842) | -62.5% |
| NET REVENUE | 23,061,146 | 23,362,520 | 18,862,753 | (4,499,767) | -19.3% |
| OPERATING EXPENSES | | | | | |
| Salaries | 13,019,622 | 12,527,762 | 10,412,056 | (2,115,706) | -16.9% |
| Benefits | 2,617,192 | 2,461,730 | 2,151,516 | (310,214) | -12.6% |
| Contract Labor | 984,670 | 1,251,937 | 1,947,309 | 695,372 | 55.5% |
| Physician Fees | 83,178 | 31,694 | 25,759 | (5,935) | -18.7% |
| Supplies | 2,651,996 | 2,833,220 | 2,613,149 | (220,071) | -7.8% |
| Services | 1,473,110 | 1,356,804 | 1,079,761 | (277,042) | -20.4% |
| Repairs & Maintenance | 428,221 | 381,655 | 267,155 | (114,500) | -30.0% |
| Utilities & Phone | 948,473 | 971,431 | 967,409 | (4,022) | -0.4% |
| Insurance | 1,024,514 | 743,126 | 606,169 | (136,957) | -18.4% |
| Equip & Building* | 397,482 | 464,085 | 432,196 | (31,889) | -6.9% |
| Other Expense | 201,833 | 227,745 | 155,107 | (72,639) | -31.9% |
| TOTAL OPER EXP. | 25,030,291 | 25,551,189 | 21,857,586 | (3,693,603) | -14.5% |
| OPER (Gain/Loss) | (1,969,145) | (2,188,669) | (2,994,833) | (806,164) | 36.8% |
| NON OPERATING ITEMS | | | | | |
| Indigent Care Tax | (189,234) | (187,944) | (216,348) | (28,404) | 15.1% |
| Depreciation | (817,499) | (779,901) | (742,519) | 37,381 | -4.8% |
| Disposal of Assets | - | 14,416 | - | (14,416) | -100.0% |
| Interest | (177,140) | (133,957) | (102,121) | 31,837 | -23.8% |
| Rural Assistance | 729,499 | 800,293 | 682,343 | (117,950) | -14.7% |
| TOTAL NON-OPER | (454,374) | (287,093) | (378,645) | (91,552) | 31.9% |
| County Support | 245,158 | 414,000 | 300,000 | (114,000) | -27.5% |
| Contributions* | 24,224 | 23,059 | 608,482 | 585,423 | 2538.8% |
| NET GAIN / LOSS | (954,137) | 261,298 | (1,264,996) | (1,526,293) | -584.1% |

*\$1,200,000 Lease Expense/Contribution is omitted.

600000 BCC

6

DOCTORS MEMORIAL HOSPITAL
CONSOLIDATED OPERATING/INCOME STATEMENT
FOR THE 3 MONTHS ENDING 08/31/09

| | ----- SINGLE MONTH ----- | | | | ----- YEAR TO DATE ----- | | | |
|--------------------------------|--------------------------|---------------------|---------------------|-----------------|--------------------------|----------------------|---------------------|-----------------|
| | ACTUAL | BUDGET | \$ VARIANCE | % VAR | ACTUAL | BUDGET | \$ VARIANCE | % VAR |
| REVENUES | | | | | | | | |
| Inpatient | 657,861.37 | 907,082.00 | (249,220.63) | (27.47) | 2,034,914.90 | 2,712,961.00 | (678,046.10) | (24.99) |
| Outpatient | 2,873,395.92 | 2,441,386.00 | 432,009.92 | 17.69 | 8,728,569.78 | 7,552,288.00 | 1,176,281.78 | 15.57 |
| Home Health | 73,130.05 | 63,245.00 | 9,885.05 | 15.62 | 213,088.73 | 189,735.00 | 23,353.73 | 12.30 |
| Clinics | 298,243.00 | 304,234.00 | (5,991.00) | (1.96) | 1,020,840.00 | 1,064,602.00 | (43,762.00) | (4.11) |
| EMS Revenue | 77,442.00 | 111,646.00 | (34,204.00) | (30.63) | 237,853.00 | 334,938.00 | (97,085.00) | (28.98) |
| TOTAL REVENUE..... | 3,980,072.34 | 3,827,593.00 | 152,479.34 | 3.98 | 12,235,266.41 | 11,854,524.00 | 380,742.41 | 3.21 |
| REVENUE DEDUCTIONS | | | | | | | | |
| Medicare | 973,312.91 | 865,589.67 | (107,723.24) | (12.44) | 2,583,621.66 | 2,728,386.01 | (144,764.35) | (5.30) |
| Medicaid | 564,563.99 | 402,241.00 | (162,322.99) | (40.35) | 1,598,672.32 | 1,231,097.00 | (367,575.32) | (29.85) |
| Blue Cross | 285,195.54 | 297,531.00 | 12,335.46 | 4.14 | 994,978.98 | 910,161.00 | (84,817.98) | (9.31) |
| Other | 337,750.31 | 78,694.00 | (259,056.31) | (329.19) | 977,709.07 | 239,620.00 | (738,089.07) | (308.02) |
| Charity | 89,706.66 | 301,362.00 | 211,655.34 | 70.23 | 213,510.06 | 923,872.00 | 710,361.94 | 76.88 |
| Bad Debt | 442,562.43 | 333,035.33 | (109,527.10) | (32.88) | 1,381,120.81 | 1,031,801.99 | (349,318.82) | (33.85) |
| TOTAL REVENUE DEDUCTION | 2,693,091.84 | 2,278,453.00 | (414,638.84) | (18.19) | 7,749,612.90 | 7,064,938.00 | (684,674.90) | (9.69) |
| NET OPERATING REVENUE | 1,286,980.50 | 1,549,140.00 | (262,159.50) | (16.92) | 4,485,653.51 | 4,789,586.00 | (303,932.49) | (6.34) |
| Other Operating Revenue | 21,287.40 | 21,557.00 | (269.60) | (1.25) | 66,268.39 | 64,671.00 | 1,597.39 | (2.47) |
| NET REVENUE | 1,308,267.90 | 1,570,697.00 | (262,429.10) | (16.70) | 4,551,921.90 | 4,854,257.00 | (302,335.10) | (6.22) |
| OPERATING EXPENSES | | | | | | | | |
| Salaries | 749,814.85 | 772,525.00 | 22,710.15 | 2.93 | 2,361,120.46 | 2,354,410.00 | (6,710.46) | (.28) |
| Benefits | 166,640.28 | 147,375.00 | (19,265.28) | (13.07) | 555,528.36 | 443,405.00 | (112,123.36) | (25.28) |
| Contract Labor | 191,135.51 | 165,794.00 | (25,341.51) | (15.28) | 482,611.75 | 497,382.00 | 14,770.25 | (2.96) |
| Physician Fees | 1,788.00 | 1,825.00 | 37.00 | 2.02 | 5,364.00 | 5,475.00 | 111.00 | 2.02 |
| Supplies | 195,421.49 | 210,367.00 | 14,945.51 | 7.10 | 550,642.19 | 639,056.00 | 88,413.81 | 13.83 |
| Services | 73,815.63 | 90,543.00 | 16,727.37 | 18.47 | 259,931.68 | 277,200.00 | 17,268.32 | 6.22 |
| Repairs & Maint | 27,831.71 | 16,855.00 | (10,976.71) | (65.12) | 79,341.79 | 50,565.00 | (28,776.79) | (56.91) |
| Utilities & Telephone | 84,039.34 | 83,164.00 | (875.34) | (1.05) | 256,883.94 | 250,452.00 | (6,431.94) | (2.56) |
| Insurance | 55,717.29 | 47,007.00 | (8,710.29) | (18.52) | 167,298.25 | 142,276.00 | (25,022.25) | (17.58) |
| Equipment/Building Lease | 136,538.52 | 137,164.00 | 625.48 | .45 | 422,801.65 | 415,387.00 | (7,414.65) | (1.78) |
| Other | 8,915.38 | 13,570.00 | 4,654.62 | 34.30 | 26,784.12 | 40,810.00 | 14,025.88 | 34.36 |
| TOTAL OPERATING EXPENSE | 1,691,658.00 | 1,686,189.00 | (5,469.00) | (.32) | 5,168,308.19 | 5,116,418.00 | (51,890.19) | (1.01) |
| OPERATING GAIN (LOSS).. | (383,390.10) | (115,492.00) | (267,898.10) | (231.96) | (616,386.29) | (262,161.00) | (354,225.29) | (135.11) |
| Indigent Care | (15,072.00) | (16,773.00) | 1,701.00 | 10.14 | (45,216.00) | (50,319.00) | 5,103.00 | 10.14 |
| Depreciation | (61,005.34) | (56,916.00) | (4,089.34) | (7.18) | (182,973.73) | (170,748.00) | (12,225.73) | (7.16) |
| Disposal of Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| Interest | (5,473.08) | (7,700.00) | 2,226.92 | 28.92 | (16,054.74) | (23,100.00) | 7,045.26 | 30.49 |
| Grant/Rural Assistance | .00 | 50,000.00 | (50,000.00) | (100.00) | 109,411.00 | 150,000.00 | (40,589.00) | (27.05) |
| TOTAL NONOPERATING INCO | (81,550.42) | (31,389.00) | (50,161.42) | (159.80) | (134,833.47) | (94,167.00) | (40,666.47) | (43.18) |
| County Support | 25,000.00 | 25,000.00 | .00 | .00 | 75,000.00 | 75,000.00 | .00 | .00 |
| Contributions | 100,000.00 | 100,000.00 | .00 | .00 | 302,500.00 | 300,000.00 | 2,500.00 | .83 |
| NET GAIN (LOSS)..... | (339,940.52) | (21,881.00) | (318,059.52) | (453.58) | (373,719.76) | 18,672.00 | (392,391.76) | (101.49) |

7



24

INVOICE

Board of County Commissioners
Attn: Jack Brown
201 East Green Street
Perry, FL 32347

Invoice Number: 0092
Invoice Date: September 15, 2009

Invoice for Emergency Medical Services for Taylor County for September 2009.

Please remit \$25,000.00

Please send payment to:

Doctors' Memorial Hospital, Inc.
P.O. Box 1847
Perry, FL 32348
Attention: General Accounting

Thank You!

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

APPROVE LANES 2009-2010 QTI
PAYMENT OF \$11,824.80



MEETING DATE REQUESTED:

10-5-09

Statement of Issue: LANES 2009-2010 QTI PAYMENT

Recommended Action: APPROVE

Fiscal Impact: \$11,824.80

Budgeted Expense: Y N

Submitted By: RICK BREER, TCDA

Contact: RICK BREER ~~584-5627~~ 584-5627

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

Date: September 30, 2009

To: Taylor County Board of County Commissioners

LANCE MFG., LLC's 2009-2010 QTI TAX REFUND PAYMENT

PROJECT ID: 06-00219

Lance Mfg., LLC was approved and became eligible to participate in the Qualified Target Industry (QTI) program, with a Brownfield Bonus, per a QTI Agreement that was fully executed on June 16, 2006. Under that agreement, Lance is eligible to receive a tax refund and Brownfield Bonus totaling \$110,500.00 for the 2009-2010 state fiscal year (QTI: \$78,000.00; Brownfield Bonus: \$32,500.00), if the requirements of the QTI statute and the QTI agreement are met.

One of the eligibility requirements is that Taylor County provides the 20 percent local financial support of the total tax refund approved per fiscal year (passed under Resolution adopted 2-21-2006. As Taylor County exercised its option to waive its local match for the Brownfield Bonus portion of the project, Taylor County is not required to submit local financial support for the Brownfield Bonus.

The local financial support required for QTI Project ID: 06-00219 for FY 2009-2010 is \$11,824.00 rather than the \$15,600. This is due to Lance only having 80.77% of the required jobs. The present Taylor County Board of County Commissioners (BOCC) budget includes \$200,000.00 dedicated to economic development, which covers this incentive.

Thanks for your consideration and support.

Rick Breer, Director

Taylor County Development Authority

Attachments: Letter dated June 28, 2006, including QTI Project Recap Sheet
Letter dated November 25, 2008, 2009-2010 QTI including Local Financial Support Transmittal Forms
Copy of email showing breakdown of local match of QTI
Copy of Taylor County BOCC resolution authorizing Lance QTI



SHARPTON, BRUNSON & COMPANY, P.A.

Certified Public Accountants & Business Consultants

One Southeast Third Avenue
Suite 2100
Miami, Florida 33131
Telephone: (305) 374-1574
Facsimile: (305) 372-8161

110 East Broward Boulevard
Suite 1850
Fort Lauderdale, Florida 33301
Telephone: (954) 467-5400
Facsimile: (954) 467-6184

215 South Monroe Street
Suite 600
Tallahassee, Florida 32301
Telephone: (850) 224-2004
Facsimile: (850) 224-0000

Website: www.sbccpa.com

November 25, 2008

Mr. Jack R. Brown
Taylor County
201 East Green Street
Perry, Florida 32348

Dear Mr. Brown:

RE: Lance Mfg., LLC's 2009-2010 QTI Tax Refund Payment (Project ID: 06-00219)

As you know, Lance Mfg., LLC was approved and became eligible to participate in the QTI program, with a Brownfield Bonus, per a QTI Agreement that was fully executed on June 16, 2006. Under that agreement, Lance is eligible to receive a tax refund and Brownfield Bonus totaling \$110,500.00 for the 2009-2010 state fiscal year (QTI: \$78,000; Brownfield Bonus: \$32,500, if the requirements of the QTI statute and the QTI Agreement are met. As a reminder, under the QTI statute, OTTED cannot pay the approved and eligible tax refund until all of the local financial support for the project has been received. **NOTE: If the County cannot submit its support until after the start of its fiscal year, please sign in the box below and return this letter to OTTED.**

One of the eligibility requirements is that Taylor County provides the 20 percent local financial support for the QTI portion of the tax refund approved per fiscal year (passed under Resolution Adopted 02-21-2006). Enclosed is the Local Financial Support Form that must accompany Taylor County's required support. The listing below shows basic information related to this particular QTI project:

| Company Name <u>Project Title</u> | Total QTI Refund Due <u>(FY2009-2010)</u> | Local Financial Support Required <u>(FY2009-2010)</u> | Tax Refund Claim After <u>December 31</u> |
|--------------------------------------|---|---|---|
| Lance Mfg., LLC | | | |
| QTI Refund | \$78,000.00 | \$15,600.00 | |
| Brownfield Bonus | \$32,500.00 | \$ 0.00 | |

Thank you in advance for your assistance in this matter.

Sincerely,

Margo Thomas, Project Manager
Sharpton, Brunson & Company

cc: Mr. Ronald Fisher, Lance, Inc.

Enclosures

The County plans to support this project and submit the required support after the start of its applicable fiscal year:

Signature

FLORIDA EXECUTIVE OFFICE OF THE GOVERNOR
OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT
QTI TAX REFUND PROGRAM

Local Financial Support Transmittal Form

This is a two-sided form. The front page consists primarily of instructions and general information. The back side, Project Information, requests information on the annual local financial support payment for a QTI project previously approved by the Board of Commissioners.

INSTRUCTIONS:

1. Please legibly print (ink) or type all responses.
2. This form, in its entirety and accompanied by the applicable check or warrant, should be received by the Office of Tourism, Trade, and Economic Development (OTTED) at least 60 days PRIOR to the scheduled tax refund payment to each project within the county.
3. Make check(s)/warrant(s) payable to: EOG/OTTED - QTI Program. Include the Contract Number on the check/warrant and return with this completed form to:

Florida Executive Office of the Governor
Office of Tourism, Trade and Economic Development
QTI Tax Refund Program
The Capital, Suite 2001
Tallahassee, FL 32399-0001

County Information:

Taylor County FEID#: 59-6000879 County Contact: Mr. Jack R. Brown

Address: 201 East Green Street / Perry, Florida 32348

Phone: 850-838-3500 x17 FAX: 850-838-3501

Local Financial Support Submitted For:

Business: Lance Mfg. LLC 2009-2010
Contract #: OT06-149 Resolution #: Adopted 02-21-2006

I hereby declare that to the best of my knowledge, all of the information on this form is true and correct. Also, in accordance with QTI statute, NONE of the Local Financial Support reported on this form originates, directly or indirectly, from state funds appropriated from the General Revenue Fund or any state trust fund (excluding tax revenues shared with local governments). In addition, the Local Financial Support submitted by a QTI applicant for its project does not exceed five percent of the Local Financial Support for this fiscal year.

Signature:

Date:

FOR OTTED USE ONLY

Date Rec'd: _____

Rec'd By: _____

Transmitted to Budget Coord.: Date _____

Amount: \$ _____

Project Information:

Business: Lance Mfg., LLC

Address (physical location of business): 700 West Tom's Drive

Perry, FL 32348-4758

Business Contact: Mr. Ronald Fisher Phone: _____

Project: Food Manufacturing Facility Project #: 06-00219

Local Financial Support

A. The fiscal year(s) for which Local Financial Support is being provided. (The state's fiscal year is July 1 through June 30.)

A. 2009-2010

B1. QTI Local Financial Support due per Resolution:

B1. \$ 15,600.00

B2. Bonus Local Financial Support due per Resolution:

B2. \$ 0.00

B. Total Local Financial Support Due:

B. \$ 15,600.00

C. Local Financial Support Project Balance:
(In Economic Development Incentive Account)

C. \$ _____

D. Local Financial Support Remitted for this Project:
(Warrant or Check number: _____)

D. \$ _____

E. Ad Valorem Tax Abatement Allotted this Project:
(Attach copy of ordinance granting the tax abatement to the business.)

E. \$ _____

TOTAL LOCAL FINANCIAL SUPPORT PROVIDED TO THIS PROJECT (C plus D plus E):

\$ _____

List the sources of Local Financial Support, excluding ad valorem tax abatement. (Sources are defined as name of city or other local government, name and address of organization or business enterprise, etc.) *Note: The applicant company may not provide more than five percent of the total Local Financial Support.*

Sources of Local Financial Support: _____

Signature: _____ Date: _____

Rick Breer

From: Margo Thomas [mt@sbccpa.com]
Sent: Friday, September 25, 2009 9:14 AM
To: Rick Breer
Subject: RE: Lance Mfg

Thanks. Please send the payment to OTTED and they'll notify us when they receive it.

Thanks again!

Margo G. Thomas
Project Manager
Sharpton, Brunson & Company, P.A.
215 South Monroe Street, Suite 600A
Tallahassee, Florida 32301
Phone: 850.224.2994
Fax: 850.222.1241
Web: www.sbccpa.com
Email: mt@sbccpa.com
Miami | Ft. Lauderdale | Tallahassee

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From: Rick Breer [mailto:tcda@gtcom.net]
Sent: Fri 9/25/2009 9:13 AM
To: Margo Thomas
Subject: RE: Lance Mfg

Thanks, Margo. I'll get on next BOCC meeting.

Rick Breer
Director of Economic Development
Taylor County Development Authority
103 E. Ellis Street
P.O. Box 449
Perry, FL 32348
o:850-584-5627
f:850-223-0161
tcda@gtcom.net

From: Margo Thomas [mailto:mt@sbccpa.com]
Sent: Friday, September 25, 2009 9:07 AM
To: Rick Breer
Subject: RE: Lance Mfg

Rick,

Here is the breakdown:

9/30/2009

QTI: \$59,124.00 - State's portion = \$47,299.20 / County's portion = \$11,824.80
BFB: \$24,635.00 - State's portion = \$19,708.00 / County's portion = \$0.00

Hope this helps.

Margo G. Thomas
Project Manager
Sharpton, Brunson & Company, P.A.
215 South Monroe Street, Suite 600A
Tallahassee, Florida 32301
Phone: 850.224.2994
Fax: 850.222.1241
Web: www.sbccpa.com
Email: mt@sbccpa.com
Miami | Ft. Lauderdale | Tallahassee

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From: Rick Breer [<mailto:tcda@gtcom.net>]
Sent: Fri 9/25/2009 8:59 AM
To: Margo Thomas
Subject: RE: Lance Mfg

Margo, our normal LFS is \$15,600. Should I submit 80.77% of that? Thanks.

Rick Breer
Director of Economic Development
Taylor County Development Authority
103 E. Ellis Street
P.O. Box 449
Perry, FL 32348
o:850-584-5627
f:850-223-0161
tcda@gtcom.net

From: Margo Thomas [<mailto:mt@sbccpa.com>]
Sent: Thursday, September 24, 2009 12:25 PM
To: tcda@gtcom.net
Subject: QTI: Lance Mfg

Good afternoon,

This is a reminder that the local match for the above project is due to be submitted for FY2009/2010. We are recommending a reduced-refund in the amount of \$78,832 (based on 80.77% of the jobs). Kindly submit your LFS to OTTED when it becomes available.

Thanks!

9/30/2009

ORDINANCE NO. 2006-2

AN ORDINANCE GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO LANCE MFG; SPECIFYING THE ITEMS EXEMPTED; PROVIDING AN EXPIRATION DATE FOR THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF F.S. 196.012; PROVIDING FOR PROOF OF ELIGIBILITY FOR EXEMPTION; PROVIDING A REQUIREMENT FOR AN ANNUAL REPORT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, economic development and the creation of jobs are priorities of the Taylor County Board of County Commissioners; and

WHEREAS, the citizens of Taylor County voted to provide economic incentives to new and/or expanding businesses in the November 1996 general election; and

WHEREAS, Lance Mfg, Inc. has requested that the Taylor County Board of County Commissioners exempt ad valorem taxes for its new equipment to be located at 700 Tom's Drive, in Perry; and

WHEREAS, Lance Mfg, Inc. anticipates a minimum of \$7.75M in capital investment at their Perry facility during the next two years, and

WHEREAS, Lance Mfg, Inc. anticipates a minimum of 52 new quality jobs to be created at their Perry facility during the next two years, and

WHEREAS, the Property Appraiser has provided the Taylor County Board of County Commissioners with its report as required by Chapter 196.1995(9) F.S.; and

WHEREAS, it has been determined that Lance Mfg, Inc. meets the requirements of Chapter 196.016 F.S., expansion of an existing business in Taylor County.

THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, as follows:

SECTION 1. The Ordinance shall create Ad Valorem Tax Exemption for Lance Mfg, Inc.

SECTION 2. An Economic Development Ad Valorem Tax Exemption is hereby granted to Lance Mfg, Inc., expanding in Taylor County, on the increase in tangible personal property purchased as manufacturing equipment.

(a) The total amount of revenue available to Taylor County from ad valorem tax sources for the current fiscal year is \$10,183,002.00. \$0 is lost to Taylor County for the current fiscal year by virtue of exemptions currently in effect from previous years.

(b) The tax exemption hereby granted shall be for a term of ten years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting ten years thereafter, for 50% annually of the increase in tangible personal property ad valorem taxes, up to \$36,000 annually.

(c) In accordance with the findings of the Board of County Commissioners and the Property Appraiser, the property hereby exempted from ad valorem tax exemption meets the definition of an expansion of an existing business, as defined by Chapter 196.012, Florida Statutes.

(d) Lance Foods, Inc. shall submit to the County an annual report providing evidence of continued compliance with the definition of a new business or an expansion of an existing business for each of the ten years during which Lance Foods, Inc. is eligible to receive ad valorem tax exemption. The annual report shall be submitted to the County Administrator by January 31 of each year. If the annual report is not received, or if the annual report indicates that Lance Foods, Inc. no longer meets the criteria of Chapter F.S. 196.012, the County Administrator shall make a report to the Board of County Commissioners for consideration of revocation of this ordinance granting the tax exemption.

SECTION 3. Severability. If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. Effective Date. This ordinance shall become effective immediately upon receipt of official acknowledgement from the office of the Secretary of State of Florida that this ordinance has been filed in said office.

PASSED AND ADOPTED in regular session this 3rd day of April, 2006.



**BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA**

BY:

DARYL GUNTER, CHAIRPERSON

A TRUE COPY

**ATTEST: Annie Mae Murphy
Clerk Circuit Court
Taylor County, Florida**

**ATTEST: Annie Mae Murphy
ANNIE MAE MURPHY**

CLERK

By [Signature]
Deputy Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Block 84 Steinhatchee right of way
Clarification

MEETING DATE REQUESTED:

as soon as possible

Statement of Issue: use of right of way between 2nd st and 3rd st
Block 84 Steinhatchee effecting lots 2-11

Recommended Action: closed to thru traffic by golf carts, all terrain
vehicles, bicycles - leave open for any county needs

Fiscal Impact: none

Budgeted Expense: Y/N

Submitted By: Gary Keen

Contact: Gary Keen 352 318 7554
PO Box 6 352 234 0493
Kochloosa Fl. 32062 352 481 2348

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Since 1997 Area cleaned out and maintained by adjacent homeowners
Owners currently experiencing for 1st time items missing,
golf carts, all terrains, bicycles day and night. Homeowners threatened. Rats in area.

Options: declared closed to general public, leave as utility easement for use
at any time for county access and adjacent owners

Attachments: included



previous condition
included old chicken coops
broken glass
assorted debris

NOTES

| 2005 | | | | | | |
|------------------|----|----|----|----|----|----|
| July | | | | | | |
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| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |
| August | | | | | | |
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |
| September | | | | | | |
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| October | | | | | | |
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| December | | | | | | |
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| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

Sherry Kennedy
 3605 Royal Ct. N.
 Lakeland, FL 33812

Dan & Gary Keen
 P.O. Box 6
 Lochloosa, FL 32662

William & Renda Doherty
 Box 199

Guy Hammock, Jr.
 32639

Janet & Willard R. (Dug) Benton
 5244 Waterwood Run
 Bartow, FL 33830



1310 1st AVE. SOUTH
 STEINHATCHEE

E-Mail
 steinace@gatorworks.com

STEINHATCHEE ACE HARDWARE & BUILDING SUPPLY INC.

P.O. BOX 101 • STEINHATCHEE, FL 32359
 (352) 498-7269 • FAX (352) 498-0082

Sept. 5, 2009

To whom it may concern

On August 22, 2009, my daughter Joe wanted out so I put on ~~the~~ my robe, walked down stairs, put on her leash, opened the back door, walked down the steps out into the yard 5 or 6 steps. All of a sudden the dog went nuts, I was frightened as a silent golf-cart came by. It was 1:45 in the morning.

Not only golf-carts are coming and going all hours of the day & night, we have people on bikes, all terrain vehicles, & wheelbarrows using this route. There are

there are now ruts from where they pass and we have been mowing, watering and cutting the grass along that ~~side~~ ^{& easement} for ~~10~~ 10 years now.

We are feeling unsafe there, we have no privacy as people are over →

To Whom it may Concern:

I am writing you all this letter today in hopes that you all can help with a problem we are having, with the land (easement) behind our property. Our address is: 203 Ave S.E. (Block 84, Lot 9) My family has owned this land since 1937. I am a third generation land owner. The land behind us is behind lots 3-10 & along lot 11+2.

Our problem is the general public has started using this land. I'm not trying to be able to say who can use this easement, because the land belongs to the County, but the use of it to the general public is causing problems. The easement has never been used by anyone, except for adjacent land owners & utilities & County vehicles & we have never had a problem.

Now day & night people are coming thru on foot & driving golf carts over →

vehicle in back of our house.
None of other land owners
were there at this time,
so I just left my car
there, + this man was very
irate at me for doing so.
We also had a guy on a
golf cart hook to my neighbors
boat trailer (without letting down
jack) drag trailer out to road +
left it there (SE 2nd) Anyone
could have hooked to it + took
it. We have never had problems
with anyone stealing, but now
things have been disappearing.
Air compressors, boat paddles, etc.
Don't know who is doing this,
but with the public access
to back yards it is very
convenient for anyone that
wanted to break in or take
what they want + no one
would see them. We are not
always here + neither are our
neighbors. please help us take
action for no general public access

Sept. 5, 2009

TO WHOM IT MAY CONCERN:

We would like to ask the Taylor County Board of Commissioners to close the easement (alley) behind lots 3-10 and 11 & 2 to public traffic. We have become victims of vandals, threats, and traffic day and night by golf carts, all terrain vehicles, bicycles etc.

We appreciate your time and consideration of this problem.

Welf and Shunda
Doherty

Sept. 8, 2009

To whom it may concern:

We are writing to ask the commission to close the easement behind our home and our neighbors to access by the general public. This area was never maintained by the county and over the years it had accumulated various debris, overgrowth, etc. We as neighbors cleared and cleaned up the entire strip including the part of Dr. Gustin's house that is built in the above mentioned area. We did this in 1997. In 1998 we asked that this be closed. The planning board recommended closing, however, the commissioners wanted it left open for future utilities (sewer lines). They believed future lines could not be run along Hwy. 51. Since then, the county was provided with the necessary paperwork to get a permit for running the lines along a state highway.

Currently we are having a severe problem with the general public using the area with golf carts, 4 wheelers, bicycles etc. They run thru day and night. One night my neighbor was scared to death at 1 am when she took the dog out and all of a sudden there was a golf cart with a driver with an attitude. It was pitch black. Our boat trailer was dragged to 2nd street, causing a rut. My next door neighbor was threatened. One cart came ^{at 8:15 (9:45)} Three Sunday evening Mr. Keen has addressed the board regarding this problem last Tuesday. You have on file a letter from Dr. Gustin and the Gambles from our previous request.

ROAD CLOSING PROCESS

- ★ 1. SUBMIT COMPLETED APPLICATION WITH ALL ATTACHMENTS ^{does not} AND \$250.00 APPLICATION FEE (NON-REFUNDABLE). ^{apply} Please refer to County Board minutes May 4, 1998 #17 Turned down without prejudice to allow for no additional payment to reapply
- ★ 2. APPLICATION REVIEWED BY PLANNING STAFF. ^{Please note previous recommendation for closing in attachments}
3. IF FOUND INCOMPLETE, APPLICATION WILL BE RETURNED TO APPLICANT FOR REVISION.
4. ONCE FOUND COMPLETE, ITEM PLACED ON NEXT AVAILABLE COUNTY COMMISSION MEETING FOR APPROVAL TO HOLD PUBLIC HEARING.
5. PUBLIC NOTICE RAN IN LOCAL NEWSPAPER FOR 2 CONSECUTIVE WEEKS.
6. PUBLIC HEARING HELD BEFORE COUNTY COMMISSION.

MALCOLM PAGE
District 1

DARYLL GUNTER
District 2

CLAY BETHEA
District 3

JACK BROWN
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

RIGHT OF WAY ABANDONMENT PETITION

FEE: \$250.00 ^{* see attached} DATE: Sept. 10, 2009 RECEIPT #: _____

ROAD NAME: none

PHYSICAL LOCATION: Bl. 84 Steinhatchee

Right of way between 2nd st and 3rd st.

APPLICANT: Gary Keen

ADDRESS: P.O. Box 6 Loch Loosa FL 32662

PHONE #: 352 318 7554
352 234 0493
352 481 2348

ADJOINING PROPERTY OWNER(S)

NAME: William & Paula Doherty SIGNATURE: William & Paula Doherty

ADDRESS: Lot 10 Block 84 Steinhatchee PHONE: 352 284 1439

NAME: Gary & Pamela Keen SIGNATURE: Pamela J. Keen

ADDRESS: Lot 9 Block 84 (203 1st Ave SE Steinhatchee FL 32662) PHONE: 352 318-7554

NAME: Aston & Sherry Kennedy SIGNATURE: Sherry Kennedy

ADDRESS: 3605 Royal Court N Lake Park FL 33802 PHONE: 352 498 5566
863 646 6318

NAME: Willard R and Janet Benton SIGNATURE: Janet Benton

ADDRESS: 207 1st Ave SE (Riverside Dr) Steinhatchee PHONE: 352-498-6073
5244 Wakewood Run Bartow FL 33870 PHONE: 863-644-6932

PETITION TYPE

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

Public interest in private right-of-way: _____

ATTACH COMPLETE LEGAL DESCRIPTION OF PORTION OF ROAD TO BE CLOSED. *none*

ATTACH LEGAL DESCRIPTION OF EACH PORTION OF ROAD THAT WILL GO TO EACH ADJOINING PROPERTY OWNER. *does not apply*

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

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

STATEMENT

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

X SIGNATURE: *Gary M Keen*

NOTE

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

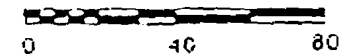
1. Right-of-way does not benefit the public and/or there is no adequate parking to facilitate the use of the right-of-way and it is not a burden upon the county; or
2. Petitioner offers to trade or give to the County comparable land for a right-of-way, road, street or public accessway to give access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

SUBMITTED BY: *Gary Keen* Print Name

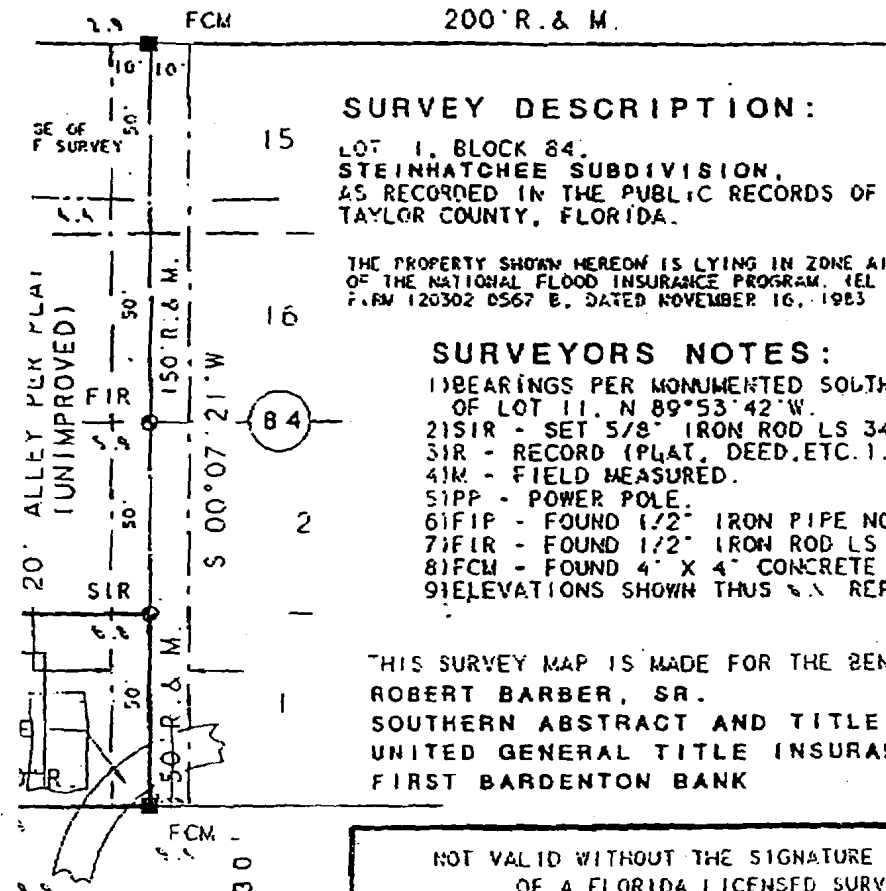
X SIGNATURE: *Gary M Keen*

ARY SURVEY

SCALE - 1 INCH = 40 FEET



GRASSY POND



SURVEY DESCRIPTION:

LOT 1, BLOCK 84,
STEINHATCHEE SUBDIVISION,
AS RECORDED IN THE PUBLIC RECORDS OF
TAYLOR COUNTY, FLORIDA.

THE PROPERTY SHOWN HEREON IS LYING IN ZONE A13
OF THE NATIONAL FLOOD INSURANCE PROGRAM, (EL 13)
F.P.M. 120302 0567 E, DATED NOVEMBER 16, 1983

SURVEYORS NOTES:

- 1) BEARINGS PER MONUMENTED SOUTH LINE OF LOT 11, N 89°53'42"W.
- 2) SIR - SET 5/8" IRON ROD LS 3432.
- 3) IR - RECORD (PLAT, DEED, ETC.).
- 4) M - FIELD MEASURED.
- 5) PP - POWER POLE.
- 6) FIP - FOUND 1/2" IRON PIPE NO ID.
- 7) FIR - FOUND 1/2" IRON ROD LS 1095.
- 8) FCM - FOUND 4" X 4" CONCRETE MONUMENT (RAKER).
- 9) ELEVATIONS SHOWN THUS S.S. REFER TO NGVD 1929.

THIS SURVEY MAP IS MADE FOR THE BENEFIT OF:
ROBERT BARBER, SR.
SOUTHERN ABSTRACT AND TITLE
UNITED GENERAL TITLE INSURANCE COMPANY
FIRST BARDENTON BANK

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Lands shown hereon were not abstracted and are subject to all Dedications,
Limitations, Reservations, Restrictions and Easements of Record.

DATED: SEPTEMBER 7, 1998

NOVEMBER 14, 1998 STAKE
BLDG., SET BENCH MARK

DWG BARBER2

HARRY J. COUNCE FSA 3432

HARRY J. COUNCE

LAND SURVEYOR

PHONE/FAX 493-7966
1-800-235-1247

ON LOCATION 12/2/98

H. Kaylor
Crown City, Ark.

January of 30 Alley, Book 84 7/29/97
\$342.50 = \$68.50 ea.

6/30 97 6597

Kummer + Patrice Hamble
The District, Land Benton, Ark.
250

g. Road clearing

| ACCOUNT | | HOW PAID | |
|---------|---------|----------|-------|
| AMOUNT | ACCOUNT | CASH | CHECK |
| | | | |
| BALANCE | | | |
| DUE | | | |

A. Kaylor

Pat Hamble (4)

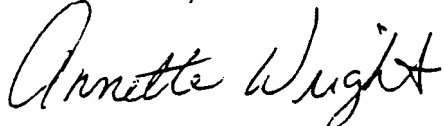
**TAYLOR COUNTY
BUILDING & PLANNING BOARD
POST OFFICE BOX 620
PERRY, FLORIDA 32347
FEBRUARY 26, 1998**

TO WHOM IT MAY CONCERN:

THE TAYLOR COUNTY COMPREHENSIVE PLANNING BOARD, RESPECTFULLY RECOMMEND TO THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS THAT THE FOLLOWING LAND OWNERS (HERMAN & PATRICIA GAMBLE, JANET AND DOUG BENTON, GARY MITCHELL KEEN, WILLIAM AND RENDA DOUHERTY, ERNEST & HARRIET HESSE) BE ALLOWED TO CLOSE THE ALLEY BEHIND AND IN BETWEEN THEIR PROPERTIES IN SECTION 26, OF TOWNSHIP 9S AND RANGE 9E, BLOCK 84 BEING LOCATED IN STEINHATCHEE, FLORIDA. MRS. COUNCIL OWNER OF LOTS 10, 9, 8, & 7 HAS RELINQUISHED ANY INTEREST IN THE ALLEY.

THIS RECOMMENDATION WAS APPROVED BY THE PLANNING BOARD ON JULY 10, 1997 TO GO BEFORE THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS FOR A REQUEST FOR A PUBLIC HEARING AND POSSIBLY AN APPROVAL FOR THIS CLOSURE.

SINCERELY,



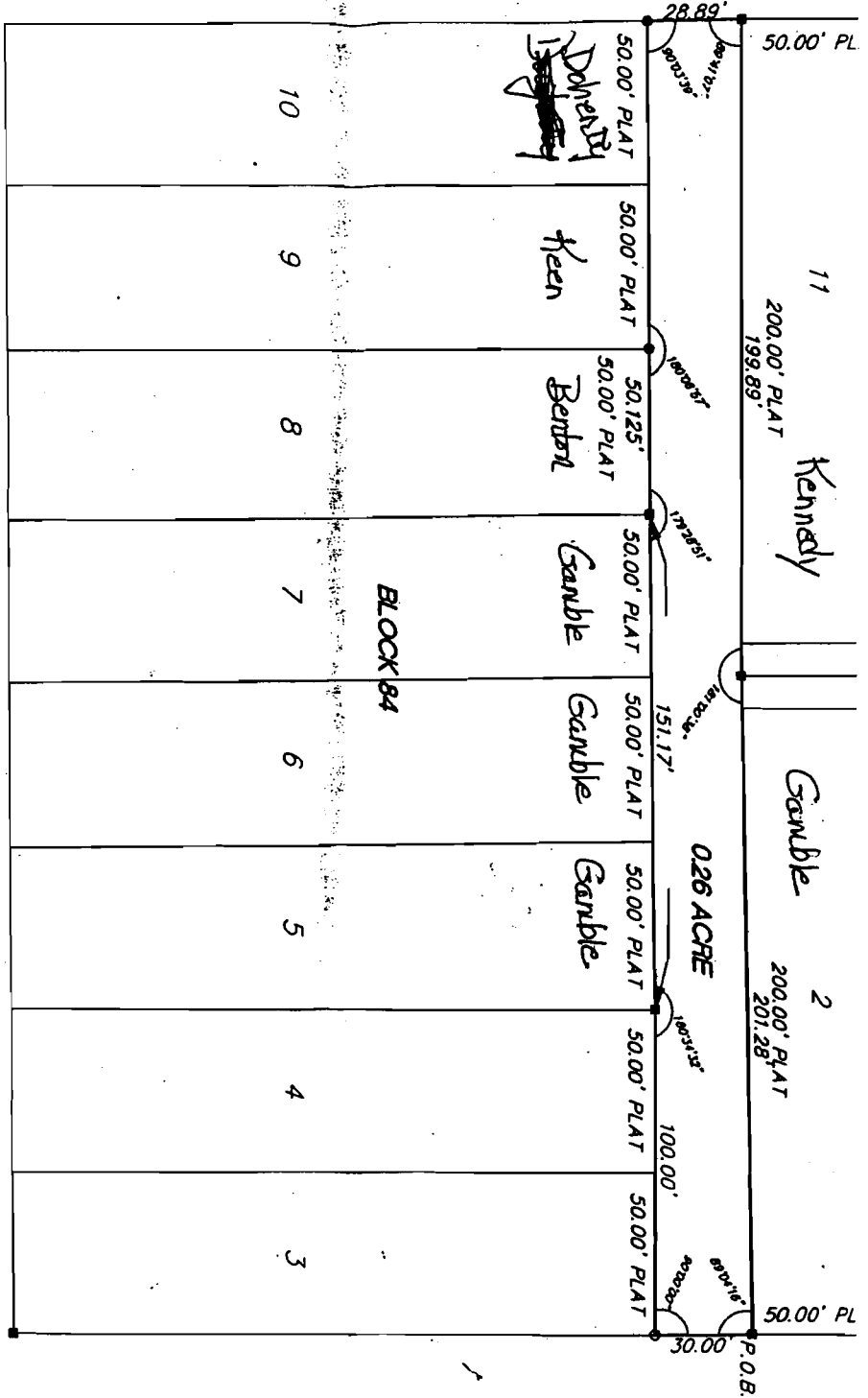
ANNETTE WRIGHT
BUILDING & PLANNING TECHNICIAN

At last Board Meeting, the only ~~of~~ concern was that ^{the} State would not issue permit for sewers along Hwy 51. Mr. Hankerson has verification from Dale Cook in Tallahassee that they ~~would~~ will issue such a permit.

*NO OTHER CONCERNS FROM THE PUBLIC
Willingness to leave a right of way*

SECOND STREET EAST 100'

FIRST AVENUE SOUTH 100' R/W



THIRD STREET EAST 100'

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III
ERNIE PAGE, IV

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

(850) 584-6113
FAX (850) 584-2433

August 26, 2009

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Mr. Jack Brown
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Amended Steinhatchee Golf Cart Ordinance

Dear Annie Mae and Jack:

Pursuant to the Board's instructions, please find enclosed an Amended Ordinance which amends the Steinhatchee Golf Cart Ordinance; also please find enclosed a Notice.

Annie Mae, please review this.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosures

**NOTICE (PURSUANT TO FLORIDA
STATUTE 125.66)**

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance amending Ordinance No. 2009-10 which allows golf carts on certain roads in the Steinhatchee area of Taylor County, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on _____, 2009, at _____. The title of the proposed ordinance is:

AN ORDINANCE AMENDING ORDINANCE NO. 2009-10, TAYLOR COUNTY, FLORIDA WHICH ALLOWS GOLF CARTS ON CERTAIN ROADS IN THE STEINHATCHEE AREA OF THE UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA PURSUANT TO CHAPTER 316.212 FLORIDA STATUTES, PLACING REQUIREMENTS WITH MINIMUM AGE REQUIREMENTS FOR OPERATING GOLF CARTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing 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.

DATED this ___ day of _____, 2009, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2009-10, TAYLOR COUNTY, FLORIDA WHICH ALLOWS GOLF CARTS ON CERTAIN ROADS IN THE STEINHATCHEE AREA OF THE UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA PURSUANT TO CHAPTER 316.212 FLORIDA STATUTES, PLACING REQUIREMENTS WITH MINIMUM AGE REQUIREMENTS FOR OPERATING GOLF CARTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. It is in the interest of the citizens of the Steinhatchee area of Taylor County, Florida to allow golf carts on certain streets and roads pursuant to Section 316.212 Florida Statutes.

Section 2. The Board of County Commissioners of Taylor County hereby finds that golf carts, if operated properly, may travel over the streets and roads designated in the Steinhatchee area of Taylor County, Florida.

Section 3. A golf cart may be operated on the following streets and or roads located in the Steinhatchee area of unincorporated Taylor County, Florida, the areas of operation are further described as follows:

A. The description of the area is as follows:

Commence at the intersection of the North boundary line of Section 17, Township 9 South, Range 10 East and the Steinhatchee River for a Point of Beginning: thence run West along the North boundary line of Sections 17 and 18, T9S, R10E to the point of intersection with State Road 51, thence run Southerly along the West boundary line of State Road 51 to a Point of Intersection with the North Boundary line of McCain Tower Road, continue West along said North boundary line of McCain Tower Road through Section 18, T9S, R10E and Sections 13, 14, and 15, T9S, R9E to the intersection with County Road 361 (Beach Road), continue West across County Road 361 through Sections 15 and 16, T9S, R9E to the half section line of Section 16, T9S, R10E, thence run South through Sections 16 and 21, T9S, R9E to the

Gulf of Mexico, thence run Southerly, Easterly and Northerly along the shore line of the Gulf of Mexico and the Northwesterly boundary of the Steinhatchee River back to the point of beginning.

B. The roads are as follows:

McCain Tower Rd from Beach Road West to the river East
Hidden Road from McCain Tower road West to the river East

Sugar Hill road from the Beach road to the river East

Roy's road from Gulf of Mexico to Beach road

Bird Pond road for it's entirety

Wild wood for it's entirety

Pine Hill Drive for it's entirety

Cedar St for it's entirety

King St for it's entirety

6th Ave North for it's entirety

5th Ave North for it's entirety

4th Ave North for it's entirety

3rd Ave North for it's entirety

2nd Ave North for it's entirety

1st Ave North for it's entirety

1st Ave South from Beach road to the river of the East

2nd Ave South from SR 51 to the river on the East

6th St West for it's entirety

5th St West for it's entirety

Stephens St for it's entirety

3rd St West for it's entirety

1st St West for it's entirety

1st St East for it's entirety

Park Ave

5th St East for it's entirety

6th St East for it's entirety

7th St East for it's entirety

8th St East for it's entirety

9th St East for it's entirety

10th St East from river for it's entirety

11th St East for it's entirety

12th St East for it's entirety

13th St East for its entirety

14th St East for it's entirety

15th St East for it's entirety

Granger Drive for it's entirety

Robin Lane for it's entirety

Duncan Lane for it's entirety

White Lane for it's entirety

All crossings at existing intersections.

The following crossing will be at State Highway 51:

1. 1st Ave. S.E.

Section 4. Golf carts may only be operated during the hours between sunrise and sunset.

Section 5. Golf carts must be equipped with efficient brakes, reliable steering, safe tires, a rearview mirror, and red reflector warning devices in both front and rear.

Section 6. Golf carts must yield to regular motor vehicles when it is apparent that the traffic congestion is occurring and shall in every event, yield to police and emergency vehicles.

Section 7. No golf cart shall be operated by anyone under the age of 16 years in the above mentioned areas.

Section 8. No golf cart shall be operated in the aforementioned areas unless there is an in-force insurance policy covering the golf cart. It shall be the responsibility of the owner of the golf cart to obtain and maintain insurance covering the golf cart and carry proof of same at all times during which the covered golf cart is operated on the above described areas. The minimum amount of required insurance coverage shall be \$50,000.00 per person/bodily injury, \$100,000.00 per incident/property and umbrella.

Section 9. Golf cart use is intended for residents and visitors to the Steinhatchee area described above. Commercial leasing of golf carts for use on the streets and roads of Taylor County remains prohibited.

Section 10. A violation of this Ordinance is a non-criminal traffic infraction, punishable pursuant to Chapter 318 Florida Statutes as either a moving violation for infractions of subsection (1), subsection (2), subsection (3), or subsection (4), or as a non-moving violation for infractions of subsection (5) and (6).

Section 11. If any section, portion or phrase of this Ordinance is ruled invalid or unconstitutional by any court of competent jurisdiction the remainder of this Ordinance shall remain in full force and effect.

Section 12. Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of

the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____ day of _____, 2009.

**BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA**

RUDOLPH PARKER, Chairman

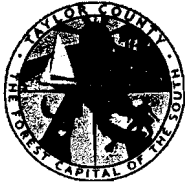
ATTEST

**ANNIE MAE MURPHY,
Clerk of Court**

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Approval of annual contract renewal with North Central Florida Regional Planning Council (NCFRPC) for Planning Services

MEETING DATE REQUESTED:

October 5, 2009

Statement of Issue: Request for Board approval of contract for Planning Services with the North Central Florida Regional Planning Council (NCFRPC) for fiscal year 2009/2010.

Recommended Action: Approve contract.

Fiscal Impact: \$23,500

Budgeted Expense: Yes

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The NCFRPC has provided planning services for the County through a contractual agreement for numerous years. The services provided include, but are not limited to, Future Land Use Map amendment processing, statutorily required comprehensive plan amendment processing, land development code amendment processing, public notice preparation for legal and display advertisements, state agency notification of amendments, data and analysis calculations for required amendments, concurrency calculation review for amendments, negotiation with the Department of Community Affairs and consultation with county staff. The contract price for fiscal year 2008/2009 was \$23,500 and will remain the same for the 2009/2010 fiscal year.

Planning staff deems a contractual agreement with the Planning Council to be a necessity for operation of the planning responsibilities of the County. The actions performed by the Council for previous issues, such as; proportionate fair share, capital improvement amendment, public school facilities element and associated interlocal agreement has allowed the county to move forward without acting in a reactionary manner and not being subject to the repercussions of missed deadlines that are common with such mandated amendments.

Planning staff respectfully requests the County Commission approve the attached contract in the amount of \$23,500 for fiscal year 2009/2010.

- Options:**
1. Approve contract.
 2. Choose not to approve contract.

Attachments: Copy of contract.

FISCAL YEAR 2010

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

AGREEMENT

BETWEEN THE

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this _____ day of _____ 2009,
by and between the Board of County Commissioners of Taylor County, Florida, hereinafter
referred to as the "Purchaser" and the North Central Florida Regional Planning Council,
hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE
FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain
technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services
required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO
MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the
terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is
incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Twenty-three
Thousand Five Hundred Dollars and No Cents (\$23,500.00) for services provided in completing
the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2009 and shall end on September 30, 2010. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Administrator of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Taylor County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Taylor County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY

Attest:

Seal


Annie Mae Murphy
County Clerk

Rudolph Parker
Chairman

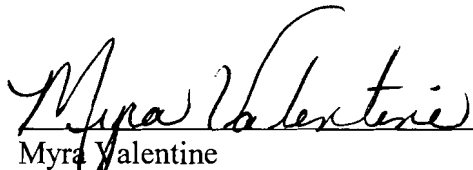
NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

Attest:

Seal



Scott R. Koons
Executive Director



Myra Valentine
Chair

APPENDIX A
SCOPE OF SERVICES
FOR THE
FISCAL YEAR 2010
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

- I. General Technical Assistance - conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. Amendment Assistance - preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Addendum To Grant Contract with Florida Communities Trust for the possible acquisition of the Steinhatchee Fish Market

MEETING DATE REQUESTED:

October 5, 2009

Statement of Issue: The original grant contract with Florida Communities Trust for the possible acquisition of the Steinhatchee Fish Market expired September 3, 2009. Florida Communities Trust has agreed to do a third appraisal on the property which is currently underway. This appraisal will not be completed until mid to late October. After the third appraisal is complete, Florida Communities Trust will make a final offer to purchase to the owners of the site. Florida Communities Trust has extended the contract until January 4, 2010.

Recommended Action: Approval of contract extension.

Fiscal Impact: The Board was awarded a grant up to \$5.9M to purchase the Steinhatchee Fish Market. There will be no match required from the County. The owners of the property will be required to provide a 10% cash match.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Florida Communities Trust has two appraisals completed on acquisition projects that have a proposed purchase price of more than \$1M. Two appraisals had been completed on the Steinhatchee Fish Market and offers had been made to the owners which were rejected. After meeting with the owners representatives, reviewing additional real estate comparable information, and taking into consideration the project was a state priority, a third

appraisal has been ordered and is underway. Upon completion of the the third appraisal, the owners of the Fish Market will be made a final offer to purchase by Florida Communities Trust on behalf of Taylor County. There are no other changes to the grant contract.

Attachments: Addendum to Grant Contract

FCT Contract Number _____
FLORIDA COMMUNITIES TRUST
FF8 Award Number 08-072-FF8
STEINHATCHEE FISH MARKET

ADDENDUM I TO GRANT CONTRACT

THIS ADDENDUM I is entered into by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and TAYLOR COUNTY, a political subdivision of the State of Florida (Recipient), this _____ day of _____, 2009.

NOW THEREFORE, FCT and the Recipient mutually agree as follows:

WHEREAS, the parties hereto entered into a Grant Contract which sets forth the conditions of conceptual approval that must be satisfied by Recipient prior to the receipt of the FCT Award and the restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Award;

WHEREAS, the initial term of the Grant Contract expires September 3, 2009;

WHEREAS, the Recipient, in accordance with Article I, paragraph 2. Of the Grant Contract and in compliance with Rule 9K-7.009(5), F.A.C., has timely submitted to FCT a written request for extension of the September 3, 2009 deadline;

WHEREAS, Article II, paragraph 1. of the Grant Contract states that either party may request modification of the provisions of the Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by both the Recipient and FCT;

WHEREAS, the parties hereto desire to extend the term of the Grant Contract as provided by Rule 9K-7.009(5), F.A.C.;

NOW THEREFORE, FCT and the RECIPIENT mutually agree as follows:

1. Notwithstanding the language of Article I, paragraph 1., the parties hereby agree to revive the Grant Contract nunc pro tunc as though it had not lapsed in accordance with paragraph 2, herein.
2. In every respect, this amendment is to be construed and applied as though the parties had both signed it before September 3, 2009.

08-072-FF8
Sept. 16, 2009
GCAMD.1

3. The Grant Contract by and between FCT and the Recipient is hereby extended until January 4, 2010.

This Addendum I and the Grant Contract embody the entire agreement between the parties. All other terms and conditions not specifically referenced in this agreement remain the same and unchanged.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum I.

TAYLOR COUNTY

FLORIDA COMMUNITIES TRUST

By: _____

By: _____

Print Name: _____

Ken Reecy

Title: _____

Community Program Manager

Date: _____

Date: _____

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____

By: _____

Print Name: _____

Kristen L. Coons, Trust Counsel

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and possibly approve Request for Proposals for Procurement of Services for a firm to prepare and administer Community Development Block Grants (CDBG) and/or other federal housing or infrastructure related grants on behalf of the Board of Commissioners.

MEETING DATE REQUESTED:

October 5, 2009

Statement of Issue: The County has discussed submitting application for CDBG grants for housing or possibly other infrastructure projects. The County previously had a contract with North Central Florida Planning Council to administer past CDBG grants. The next funding cycle for CDBG is anticipated to be January 2010. The application process should be underway by December 2009.

Recommended Action: Approval of Request for Proposals (RFP), approval to immediately advertise for services outlined in the RFP, and set date to open RFP's in a public meeting.

Fiscal Impact: Administrative fees would be covered in the grant award. Other than advertising of the RFP, and grants staff time there would be no costs incurred by the Board.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County has not submitted application for a Community Development Block Grant (CDBG) in several years. The County had incurred penalties for the past two grant awards and the penalty has expired. During the penalty phase the County would have lost fifty (50) points on grant application which would have made it very unlikely the County would have been awarded a grant. The County had received penalties on a CDBG grant in which funding had been obtained for road improvements to Hampton Springs Road to the correctional facility. The County did not

provide as many new job positions at the facility as indicated there would be in the grant application and contract. This was beyond the County's control but penalties were still incurred after negotiations were made between the County and the State on this issue. This occurred in 2000-2001. The second penalty incurred was on a CDBG housing grant where the funds were not fully expended within the contract and extension period. This occurred in 2004-2005. North Central Florida Regional Planning Council administered both grants on behalf of the County.

Attachments: Request for Proposal and Advertisement



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

JACK R. BROWN, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-8113 Phone
(850) 584-2433 Fax

Taylor County Request for Proposals (RFP) Program Administration Services FFY 2009 Community Development Block Grant(s) and Related Programs

Taylor County requests proposals from individuals or firms to provide administrative services for grant/loan funded projects for community and economic development. The County anticipates applying for a \$750,000 Florida Small Cities Community Development Block Grant (CDBG) Regular Category grant (Neighborhood, Housing or Commercial) and other categories such as Economic Development or Disaster Recovery as may be appropriate to the County's needs. Proposers may submit for all or one or more categories separately. Similarly, additional services may be included in separate contract(s) for services on an ongoing basis (up to three years) to be covered by other grant, loan or traditional funding sources at the discretion of the County BOCC. Such sources of funding shall be sought, developed, and managed by the selected consultant(s), as applicable and available. Such sources of funding may include, but not limited to: SHIP, FEMA, FDEM, USDOC Economic Development Administration Grants, USDA Rural Development Grants and Low-Interest Loans, Department of Environmental Protection Grants and Low-Interest Loans, Special Appropriations and other applicable grant and low-interest loan funds through the Federal, State, or public sources, which may be applicable to the County's needs.

The project(s) for which services are requested, and for which CDBG and other public program funds shall be utilized, maybe generally described as follows: housing rehabilitation actives and/or public works and development facilities that provide community and economic development within the County and primarily benefit low-to-moderate income citizens of the County. Specific needs may include, but not be limited to, housing rehabilitation, drinking water, sanitary sewer, storm-water, streets and access, and other public services facilities and/or capital facility improvements needed for community and economic development within the County.

Program Administration Services shall include, but not be limited to: Identifying needs, researching options for funding, formulating appropriate funding solutions, developing grant-loan leverage strategies, reviewing and developing necessary policies and procedures, grant writing, program planning, budget and schedule development, application development, conducting environmental review(s), coordinating with funding agencies, developing and administering agency contract(s), requesting, tracking and

Forest Capital of The South

managing program funds in compliance with program guidelines, developing required public record systems, housing rehabilitation work write-ups, housing inspections, participating in construction pre-bid and pre-construction meetings, general inspection for infrastructure construction, Davis-Bacon record-keeping requirements, URA compliance, advising and managing any required technical services.

Procurement and contracting of all services shall conform to CDBG guidelines and state and federal regulations including 24 CFR, Part 85. The selection process shall be open to the public and records maintained in accordance with CDBG or other applicable grant or funding requirements.

Although proposers may submit separately for each category, contingent upon successful ranking of proposals and negotiation of contracts, nothing shall preclude the County from selecting a single, qualified firm to provide all services for all categories. All services selected will be contracted separately.

Proposals for the requested service (Program Administration) shall be evaluated using the following criteria:

- 10 points Profile: Scoring will emphasize management, organization, history, and variety & level of local government services.
- 25 points Staff: Scoring will emphasize expertise, specific project Examples including CDBG, and variety of professional backgrounds, certifications, and skills.
- 25 points Experience: Scoring will emphasize direct program experience and success with a variety of programs including CDBG.
- 20 points Approach and Leveraging Strategy: Scoring will emphasize project approach and proven leveraging strategies implemented and/or managed by the team for local government clients including CDBG.
- 10 Points References: Scoring will emphasize quality of references.
- 5 Points Fees: Scoring will emphasize proposed fee, rates, and level of service in relation to proposed fees.
- 5 Points MBE/WBE/DBE Scoring will award points for Certified MBE/WBE businesses. Documentation regarding Certification must be submitted with the proposal.

The previous criteria are shown in the required format. For a proposal to be eligible, the format must be strictly followed. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Taylor

County is an Equal Opportunity Employer MBE/WBE/DBE businesses are encouraged to participate. In compliance with the Florida Sunshine Amendment and Code of Ethics. Taylor County enforces open and fair competition in its RFP's. In accordance with Section 287.133, FS, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity. A public entity crimes statement is required. During the RFP process, questions or request for additional information concerning this RFP shall be directed to Melody Cox, (850)838-3553, Taylor County Grants Department, 401 Industrial Drive, Perry, Florida 32348.

The County reserves the right to request clarification of any information submitted by proposers. The Commission, with suitable basis provided for by law, reserves the right to reject any and all proposals, and to waive any informalities or irregularities in the proposal process. CDBG and other program contracts, either single or separate as required by each program, are subject to grant awards and release of funds by respective funding agencies.

Consultants shall submit one (1) original and six (6) copies of their proposal in sealed packages and marked clearly: "SEALED PROPOSAL FOR GRANT SERVICES", no later than 4:00p.m. on _____, _____, 2009 to Taylor County Clerk of Courts, 108 N. Jefferson Street, P.O. Box 620 Perry, Florida 32348. The company name and address of the firm submitting proposals must be clearly marked on the outside of the sealed proposal envelope. Proposals will be opened at _____ on _____, _____, 2009 at the Board of County Commissioners meeting in the Commission Board Room. located at 201 E. Green Street, Perry, Florida 32347.

To facilitate effective evaluation by the County, proposal shall be limited to a total of 50 pages. MBE/WBE/DBE certification(s), statement on Public Entity Crimes, other appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Proposals that exceed this length will be considered non-responsive and will not be evaluated. Late proposals will be returned unopened. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. At the discretion of the County, proposers may be asked to give a short presentation/interview as part of the selection process. Taylor County supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Access.

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

LONNIE HOUCK
District 3

RUDOLPH PARKER
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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Forest Capital of The South

businesses are encouraged to participate. Taylor County supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Access.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Update Board on the Steinhatchee Waterfronts Florida Program.

MEETING DATE REQUESTED:

October 5, 2009

Statement of Issue: The Steinhatchee Waterfronts Florida Partnership is now considered a "graduate" community. Several projects have recently been completed which include an eco-tourism study, an historical overview of the community, and a disaster recovery guide. A Business and Tourism Directory is near completion.

Recommended Action: Not Applicable

Fiscal Impact: Not Applicable

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Steinhatchee recently became a "graduate" Waterfronts Florida Community. Steinhatchee has been a Waterfronts Florida Community for two years. Steinhatchee will continue to be a Waterfronts Community as long as program guidelines are met which include semi-annual reporting and at a minimum quarterly meetings.

Attachments: Eco-Tourism Study, Historical Overview, Disaster Recovery Guide, excerpts of Business and Tourism Directory*.

*When completed the Board will be given a copy of the completed Business and Tourism Directory.

IN AN EMERGENCY CALL 911.

FOR MORE INFORMATION:

Taylor County

Emergency Management 850-838-3575
<http://www.taylorcountygov.com>

Sheriffs Office 850-584-4225

Fire/Rescue Head Quarters 850-838-3522
Fire/Rescue Steinhatchee 352-498-5553

Emergency Medical Services 850-584-2227

American Red Cross 850-584-6663

Dixie County Emergency Services 352-498-1240

Florida Division of Emergency Management
<http://www.floridadisaster.org>
Florida Emergency Information Line: 1-800-342-3557

Federal Emergency Management Agency (FEMA)
<http://fema.gov>
<http://fema.gov/kids>

Florida Department of Agriculture, Division of Animal Husbandry
Tips for preparing your animals for an emergency
<http://doacs.state.fl.us/ai>

American Red Cross
<http://redcross.org>

Florida Alliance for Safe Homes
1-877-221-7233 (toll free)
<http://flash.org>

This brochure funded in part by the Florida Department of Environmental Protection, Florida Coastal Management Program, pursuant to National Oceanic and Atmospheric Administration Award Number 09-DR-BG-03-72-01-003. The views expressed herein are those of the author and do not necessarily reflect the views of the State of Florida, NOAA, or any of its sub agencies. April 2009



STEINHATCHEE DISASTER

RECOVERY GUIDE



Taylor County, Florida



Steinhatchee is located in the southern most point of Taylor County on the Steinhatchee River and the Gulf of Mexico. Disaster preparedness is critical to the community as it is a rural community located more than thirty miles from a city or emergency services facilities. Disaster's such as hurricanes, storm surges, and other weather events related to the coastline are not uncommon in the area. A large portion of the county is comprised of timberlands, with Steinhatchee having timberlands to the north and east of the community making wildfires a possible threat at any time. Being prepared is critical for the safety and well-being of the citizens of Steinhatchee.

On occasion, Taylor County Emergency Management may find it necessary to order an evacuation. These decisions are not made without consulting with experts and examining all information available. If an evacuation, is issued it is because lives might be placed in jeopardy. There are instances where a storm moved away and the evacuations were not needed. However, it is better to be safe than sorry. A little inconvenience is better than the loss of life.

This booklet has been prepared by the Steinhatchee Waterfronts Florida Partnership Program and the Taylor County Board of Commissioners. This booklet has been funded in part through the Florida Department of Environmental Protection, Florida Coastal Management Program, pursuant to National Oceanic and Atmospheric Administration Award Number 09-DR-BG-03-72-01-003. Assistance has been provided through Florida Department Of Community Affairs Waterfronts Florida Partnership Program and The Florida Division of Emergency Management and Taylor County Emergency Management.

STEINHATCHEE COMMUNITY

EMERGENCY INFORMATION POINTS



Wild Fire Safety Basics

A wildfire is an unwanted, non-beneficial fire that spreads rapidly on businesses, live stock, and wildlife. Wildfires are a threat to homes, particularly those located in wild-land settings near forests, and in rural areas. It's important to know what to do before, during, and after a wildfire:



To Create a safe environment before a fire:

1. Fire safety should begin in the home. Families should have working smoke alarms and an escape plan.
2. Have an evacuation plan. Plan several evacuation routes away from the area, including routes by car and by foot. Select a place far from the house where family members can meet. Practice the evacuation plan twice a year. Evacuation plans should include family pets and livestock.
3. Establish an out-of-area contact (such as a relative or family friend) who can coordinate family members' locations and information should you become separated. Make sure children learn the phone numbers and addresses, and know the emergency plans.

Prepare a **family disaster supplies kit**. Families with children should have each child create their own disaster kit.

During...

1. Listen to news updates for information on evacuation and evacuation routes.
2. Have disaster kits readily available to take during evacuation.
3. Prepare pets for evacuation by having carriers and leashes within easy reach.
4. If home has gas shut it off. Close windows and doors.
5. Move flammable furniture to the center of the home, away from windows and doors.
6. Remove combustible materials from the home and wet the grass and shrubs within 15 feet of the home.

If you must evacuate, lock your home and tell relatives and friends outside the wildfire area when you are leaving and where you are going. When you get to a safe place, call the fire department.

After...

Continue to listen to news updates for information about when it's safe to return home. Watch for downed power lines and burned trees and poles that may fall. Look for the following things when entering your home after a wildfire:

1. Check the roof and each floor of the home (including the attic) for smoke, sparks, and embers.
2. Inspect floors, ceilings, and the roof for structural damage.
3. Have heating, propane, and water systems tested.
4. Throw away items that have been contaminated by fire or smoke (such as medicines and food).

HAVE A PLAN, BE PREPARED.

Hazardous Material Spills

In the event of a hazardous material spill, call Taylor County Fire and Rescue at 850-838-3522 or Taylor County Emergency Management at 850-838-3575. **IN AN EMERGENCY** always call 911. Hazardous materials include gasoline and fuel spills from an automobile or boating accident.

Do not attempt to clean up a spill on your own. Evacuate the area until the spill can be cleaned up by proper authorities and do not return until the clean up is completed.

Common spills may include: Motor Oil, Starter Fluids, Automotive Batteries, Transmission and brake fluid, and Antifreeze.

Chemicals are found everywhere. You and your community are at risk if a chemical is used unsafely or released in harmful amounts into the environment where you leave, work or play.

Hazardous materials in various forms can cause death, serious injury, long-lasting health effects, and damage to buildings, homes and the habitat. Many products containing hazardous chemicals are used and stored in homes routinely. These products are also shipped daily on the nation's highways, roads, railroads, waterways, and pipelines.

Pet and Animal Evacuation and Emergency Plans.

Have an emergency plan ready for pets and livestock. For local information call:

Taylor County Animal Control-850-838-3525

Taylor County Emergency Management -850-838-3575

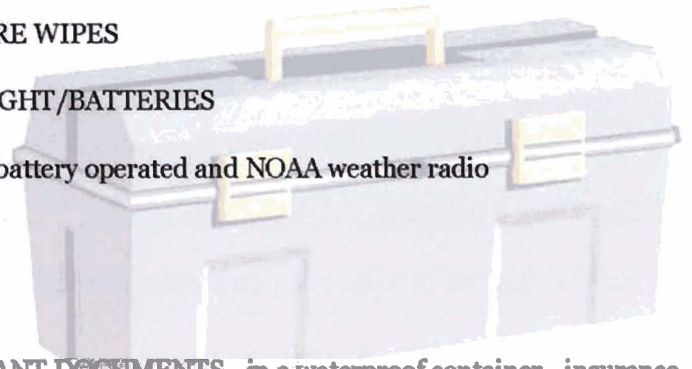
FEMA Pets-<http://fema.gov/plan/prepare/animals.shtm>

Human Society-http://www.hsus.org/hsus_field/hsus_disaster_center/



DISASTER SUPPLY KIT

- ◆ WATER—at least 1 gallon daily per person for 3 days
- ◆ FOOD—at least enough for 3 days
- ◆ CLOTHING—seasonal/ rain gear/ sturdy shoes
- ◆ BLANKETS/PILLOWS
- ◆ FIRST AID KIT/MEDICINES—prescription & non-prescription, glasses, dentures, hearing aids, etc.
- ◆ SPECIAL ITEMS—items for babies and elderly
- ◆ TOILETRIES—hygiene items
- ◆ MOISTURE WIPES
- ◆ FLASHLIGHT/BATTERIES
- ◆ RADIO—battery operated and NOAA weather radio
- ◆ CASH
- ◆ KEYS
- ◆ IMPORTANT DOCUMENTS—in a waterproof container—insurance, medical records, bank account numbers, Social Security cards, valuables, etc.
- ◆ TOYS/BOOKS/ENTERTAINMENT
- ◆ TOOLS—keep a set with you during the storm
- ◆ VEHICLES FUEL TANKS FILLED
- ◆ PET CARE ITEMS—proper ID and immunization records, food/water, carrier or cage, medications, muzzle and/or leash



“Remember that whether you are by yourself or in a big family, a family plan is at the heart of your disaster preparedness.”

Family Preparedness Tips

For Staying at home During a Hurricane

- ⇒ Develop a family disaster plan
- ⇒ Stay alert to storm advisories—watch/warning—know the difference.
- ⇒ Keep a Disaster Supply Kit ready
- ⇒ Have enough food and water for at least three days
- ⇒ Protect valuable documents
- ⇒ Make your home more disaster resistant
- ⇒ Add storm shutters or at a minimum board windows
- ⇒ Get cash
- ⇒ Fill your car with gasoline
- ⇒ Have a pet plan
- ⇒ Do not use candles or open flames as a light source
- ⇒ Work with your neighbors
- ⇒ As the storm hits, gather your family in a safe room
- ⇒ Following the storm, watch out for downed power lines
- ⇒ Listen to your local officials



1993
Storm of the
Century



Enhanced F Scale for Tornado Damage

An update to the **original F-scale** by a team of meteorologists and wind engineers, to be implemented in the U.S. on 1 February 2007.

| FUJITA SCALE | | | DERIVED EF | | OPERATIONAL | |
|--------------|------------------------|---------------------|------------|---------------------|-------------|---------------|
| F Number | Fastest 1/4-mile (mph) | 3 Second Gust (mph) | EF Number | 3 Second Gust (mph) | EF Number | 3 Second Gust |
| 0 | 40-72 | 45-78 | 0 | 65-85 | 0 | 65-85 |
| 1 | 73-112 | 79-117 | 1 | 86-109 | 1 | 86-110 |
| 2 | 113-157 | 118-161 | 2 | 110-137 | 2 | 111-135 |
| 3 | 158-207 | 162-209 | 3 | 138-167 | 3 | 136-165 |
| 4 | 208-260 | 210-261 | 4 | 168-199 | 4 | 166- |
| 5 | 261-318 | 262-317 | 5 | 200-234 | 5 | Over 200 |

***** IMPORTANT NOTE ABOUT ENHANCED F-SCALE WINDS:** *The Enhanced F-scale still is a set of wind estimates (not measurements) based on damage.* Its uses three-second gusts estimated at the point of damage based on a judgment of 8 levels of damage to the 28 indicators listed below. These estimates vary with height and exposure. **Important:** The 3 second gust is not the same wind as in standard surface observations. Standard measurements are taken by weather stations in open exposures, using a directly measured, "one minute mile" speed.



Tornado Basics

What is a tornado?

A tornado is a narrow, violently rotating column of air that extends from the base of a thunderstorm to the ground. Because wind is invisible, you can't always see a tornado. A visible sign of the tornado, a condensation funnel made up of water droplets, sometimes forms and may or may not touch the ground during the tornado lifecycle. Dust and debris in the rotating column also make a tornado visible and confirm its presence.

What is known?

Tornadoes are the most violent of all atmospheric storms.

A **Tornado Watch** is issued to alert people to the possibility of tornado development in your area. A **Tornado Warning** is issued when a tornado has actually been sighted or is indicated by radar.

The 30/30 Rule

Go inside if you hear thunder within 30 seconds of a lighting flash.

Wait at least 30 minutes after you hear thunder before going back outside.



Family Preparedness Tips

For Evacuating During a Hurricane

- ⇒ Stay alert to storm advisories
- ⇒ Enact your family disaster plan
- ⇒ Map out your route
- ⇒ Fill your car with gasoline
- ⇒ Evacuate if told to do so
- ⇒ Enact your pet plan
- ⇒ Bring your disaster supply kit
- ⇒ Secure your home before leaving
- ⇒ Get cash
- ⇒ Notify family and friends of your plans



- ⇒ **When evacuating:** Follow County and State signed Evacuation Routes. When possible evacuate to the home of friends or family in a non-vulnerable area within your county. Next, try a hotel or motel and as a last resort go to a shelter. Remember shelters are not designed for comfort and do not usually accept pets.

- ⇒ **People who require special assistance in evacuating should register with their local emergency management office. Taylor County Emergency Management is 850-838-3575.**

Watch and Warning...Know the Difference

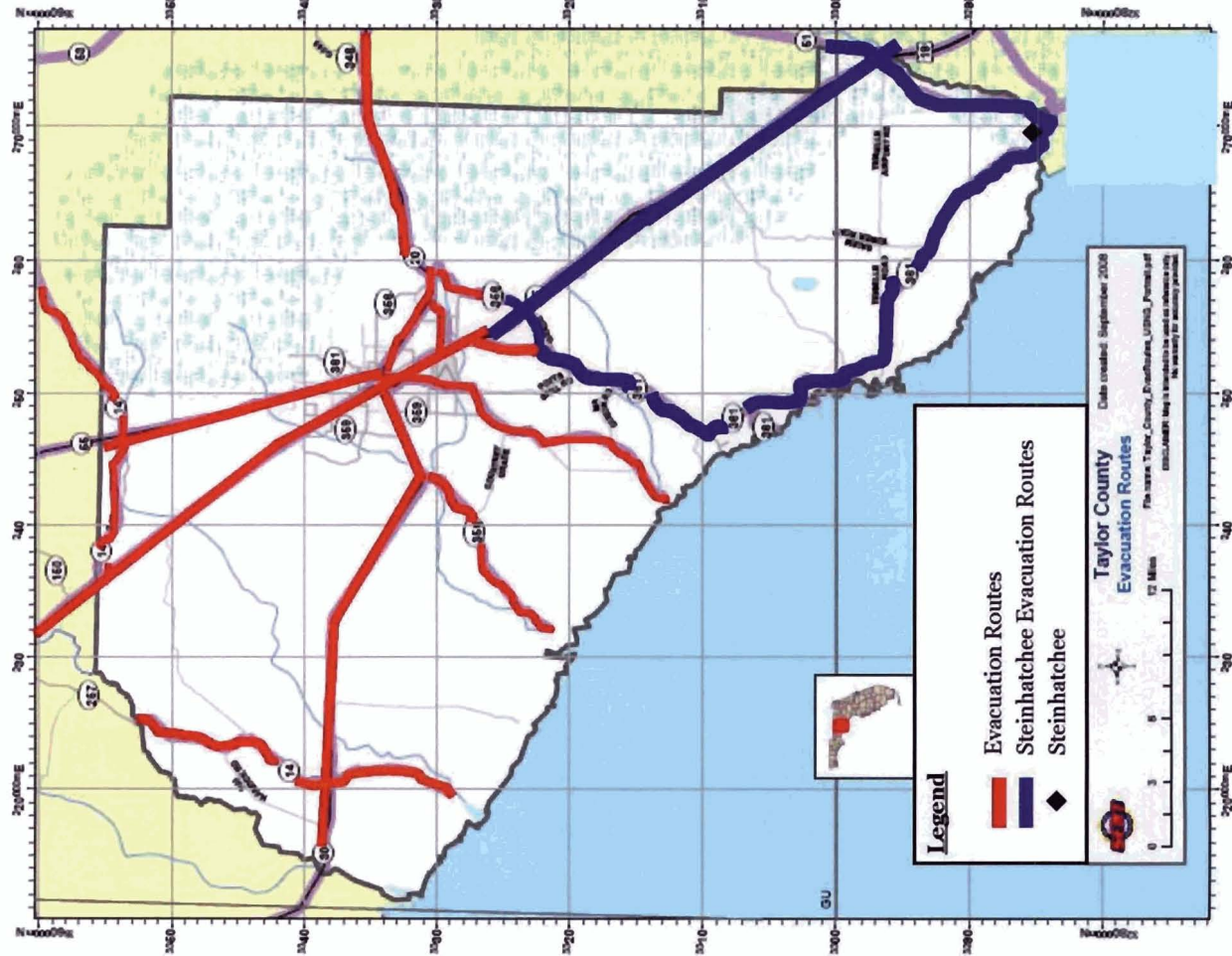
Hurricane Watch-When this is issued for your part of the coast it indicates the possibility that you could experience hurricane conditions within 36 hours. This watch should trigger your family's disaster plan, and protective measures should be initiated- especially those actions that require extra time such as securing a boat, leaving a barrier island, etc.

Hurricane Warning-When this is issued for your part of the coast it indicates that sustained winds of at least 74 mph are expected within 24 hours. Once issued, your family should be in the process of completing protective actions and deciding the safest locations to be during the storm.



TAYLOR COUNTY

EVACUATION ROUTE MAP

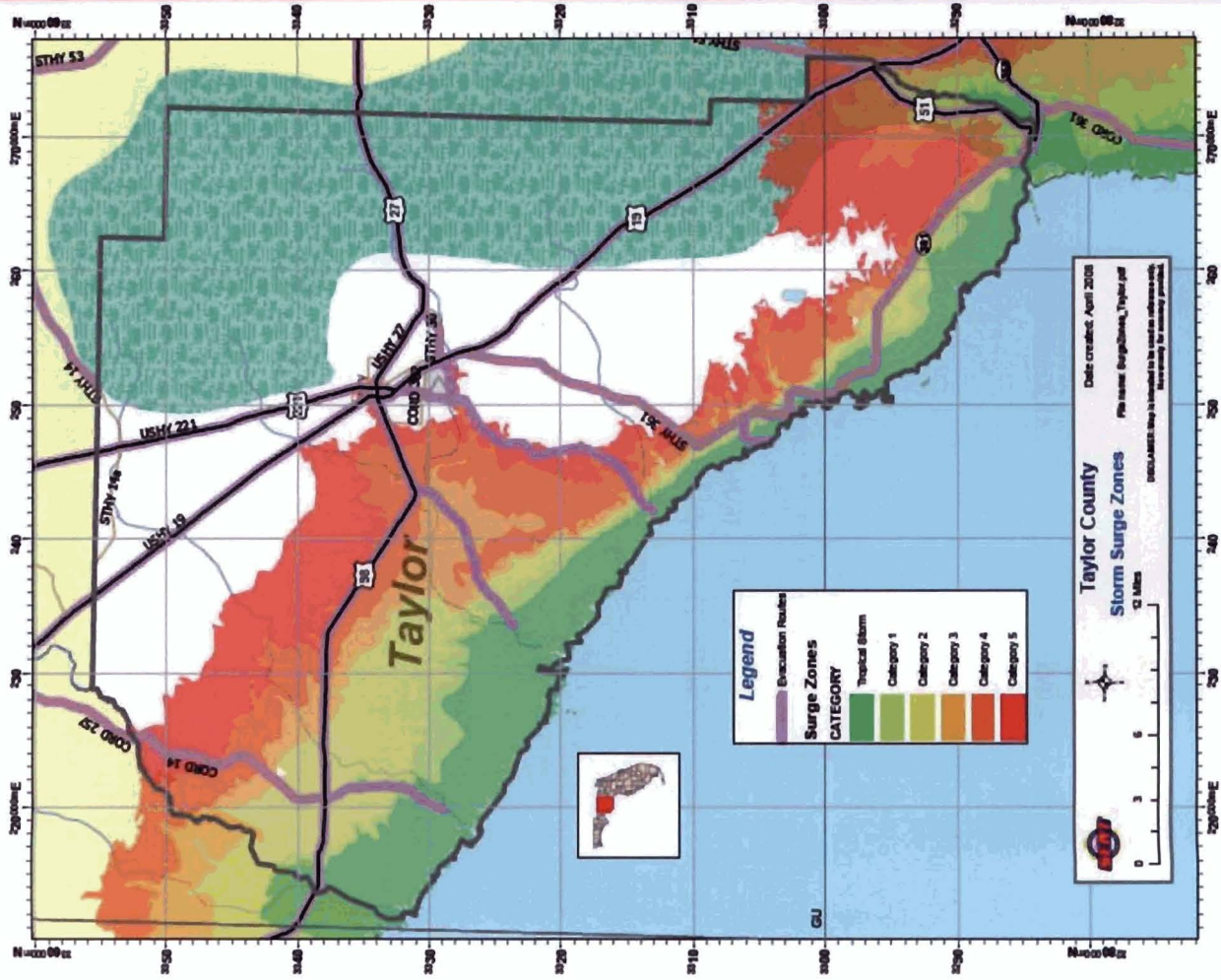


Always follow Evacuation Route signs.
Steinhatchee residents should evacuate on signed main roads which are SR Road 51 to US 19 or County Road 361 to US 19. Travel best direction to travel safely from disaster.



TAYLOR COUNTY

SURGE ZONE MAP



**STEINHATCHEE, FLORIDA
A BRIEF HISTORICAL OVERVIEW**

**Prepared for
Taylor County Board of
County Commissioners,
Steinhatchee Waterfronts
Florida Partnership Program**

**Prepared by
Morrell and Associates L.L.C.
Tallahassee, Florida
July 2009**

Steinhatchee Florida

A Brief Historical Overview

Human activity in the Steinhatchee area dates to at least 12,500 years ago. Artifacts recovered from rivers starting with the Suwannee northwestward to the St. marks have all contained remains of these early inhabitants. As a result of the world's water being trapped as ice during the late Pleistocene, these rivers were emptying into the Gulf of Mexico as much as 100 miles southwest of their current mouths and embayment. It is estimated that around 8,500 years ago sea level and climate became much as it is today. In the Steinhatchee area there would have been a gradual change from food gathering in an upland-riverine environment to that of riverine and coastal estuaries setting. The archaeological evidence indicates that prehistoric peoples inhabited or visited seasonally most of this and adjacent areas of coastal Taylor County. The last of the remaining native populations were immigrants from other areas of the southeast and became well established in areas, now eastern Taylor, western Dixie and southern Lafayette Counties. This consolidated Indian occupation and the impenetrable nature of the landscape was a strong deterrent to Anglo settlement and homesteading through the first half of the 19th century. One of the established Indian groups was a mixture of Creeks and Mickasukies that were lead by Chiefs Halpatter-Tustenuggee (Alligator Chief) and Cotzar-Fixico-Chop-Co (Mad Tiger). This group was one of the most troublesome and the last band captured in Middle Florida.

Brevet General Zachary Taylor had built 35 forts throughout Middle Florida to assist in the "pacification of the territory" by removal of its Indian occupants. One of these forts, Fort Frank Brooke was built on the lower Steinhatchee River. An 1837 map by John Lee Williams labels the river as "Achenahattchee". Other early maps use "Esteen-hatchee", and "Esteen-E-Hatachre". General Taylor, who made Fort Frank Brooke a temporary headquarters for the Army of the South, spelled it Istenhachee in December 1838. Maps printed in the 1840s and 1850s used the spelling "Stinhatchee" though one 1857 map used Steinhatchee. As early as the 1700s, maps labeled the river mouth and bay as "Dead Man Bay" later maps beginning in the 1820's label the area as Deadman Bay.

Fort Frank Brooke was located on the west bank of the river adjacent to a military road from Fanning Springs that crossed the Steinhatchee River at the ford (Fig 1) just above the falls. The road continued from Ft Brooke to Ft. Hulbert where the road crossed Blue Creek and on to Ft. Anderson on the Fenhalloway River. Fort Brooke was described (Schuh 1995) by its Assistant Surgeon, Dr. Richard McSherry in a letter to sisters in Virginia: "Conceive of a dismal looking set of pine houses with tarpaulin covers, winding river black as midnight, swamp on the right & bayou on the left with sand knee high intervening." He further noted that the fort itself was a picket work approximately one hundred yards square and nearly fifteen feet in height with a blockhouse at three of the corners. A rough row of sheds protected the men and horses. The sketch in figure 2 is fairly accurate to Dr. McSherry's description of the facility. The Fort was constructed in 1838 and abandoned in June 1840. The wine bottle in Figure 3 was collected from the Steinhatchee River and dates from the period of Fort Frank Brooke's occupation. The fort began with a complement of 52 men and officers and reached a peak staffing of 179.



Figure 1. Steinhatchee River Ford, above The falls.

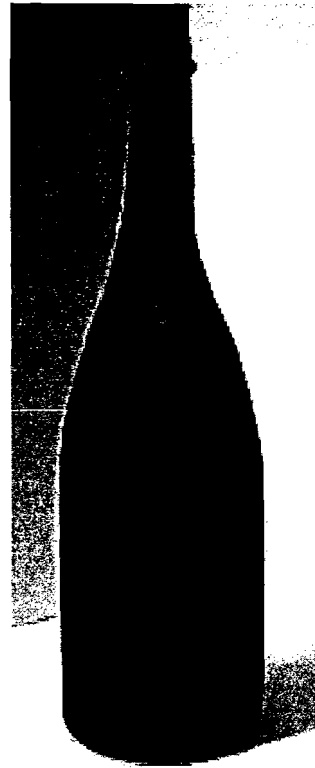
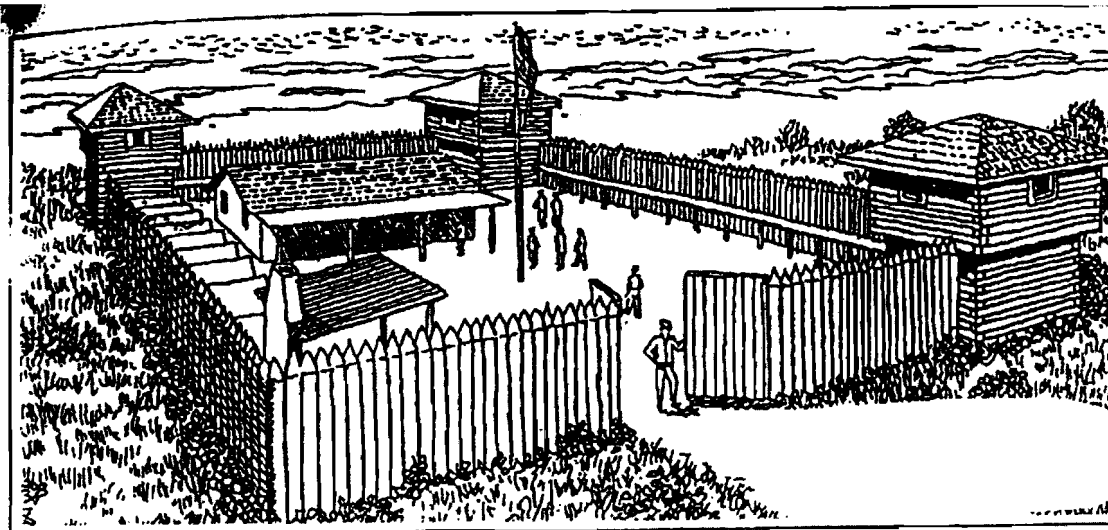


Figure 2. Wine bottle
Collected from Steinhatchee
River bottom. Craig B. Willis
Collection.



Sketch of a typical Seminole War fort. Bob Lamme, Fort Lauderdale Historical Society.

Figure 3. From Gulf Coast Historical Review, Fall 1995, by Niles Schuh.

The military presence pressured the Indian groups into southern Florida's everglades region. With this threat removed from the area, homesteading gradually began. On March 3, 1845, Florida became the 27th state of the Union. In 1856, the southern two thirds of Madison County became Lafayette and Taylor Counties. The following year the first Commission meeting was held, land was purchased and a log courthouse built in Rose Head (changed to Perry around 1875). The first County census in 1860 totaled 1,387 residents. Steinhatchee and Taylor County's most significant contribution to the Confederacy's Civil War efforts was the procurement of salt from seawater. The remains of these "salt works" are still evident along the mud flats and salt marches. A description of one operation had the capacity of 1,500 bushels of salt production a day at a price of \$ 12.50 a bushel. Union forces would raid and destroy the facilities only to be rebuilt and operational within a few days.

One of the first settlers to the Deadman Bay area was James Howard Stephens (1825-1906). He had been a private in the Florida 9th Infantry, CSA, and had been farming in Hamilton County. Stevens' new objective was to establish a timber procurement operation to feed the sawmills in Cedar Key and their steamboat transport of logs and lumber to ports in the northeastern states. The cypress and cedar logs were configured into large rafts for transport down the coast to Cedar Key. Stephens bought his first property along the River in December of 1872, a time of very little prosperity throughout the southern United States. Aside from fishing and small plot farming there had been very little means with which to support area settlers. Most trade for all of Taylor County was through New Port on the St. Marks River. The Stevens' timber business grew and prospered. A closely related industry, the collection, processing and marketing of marine stores began to thrive. A rail system was developed for the transport of logs, pine resin and turpentine. Small communities developed around turpentine camps and stills. Large tracts of land had been set aside ("reserved") during the early surveys (1820s and 30s) of the Florida Territory. These lands were "reserved" for the US Navy to have a ready supply of timber, especially live oak, for shipbuilding and repair. It seems that much of the timber harvested in the area was often government owned, first by the US Navy and, after Statehood, the State of Florida.

It was rumored that James Howard Stephens in 1879 so disliked the name Deadman Bay that he offered land for a US Post Office if the community would be renamed Stephenville. The community renamed Stephenville in 1931 to Steinhatchee. The Stephens Cemetery is located on the west side of Beach Road (CR 361). The oldest marked grave is of a four-year-old son, Willie, who died in 1876 (Fig. 5.). The oldest surviving structures in Steinhatchee appear to be the log house and crib (later expanded into a home) on the SW and SE corners of 2nd Ave. N. and 3rd St. West. These structures were once owned and most likely built in the late 1870's or 1880's by Stephens and are the original family homes of the McCall and White families. The nearby July Spring (Fig. 6.) would have been a reliable source for early settlers freshwater needs.

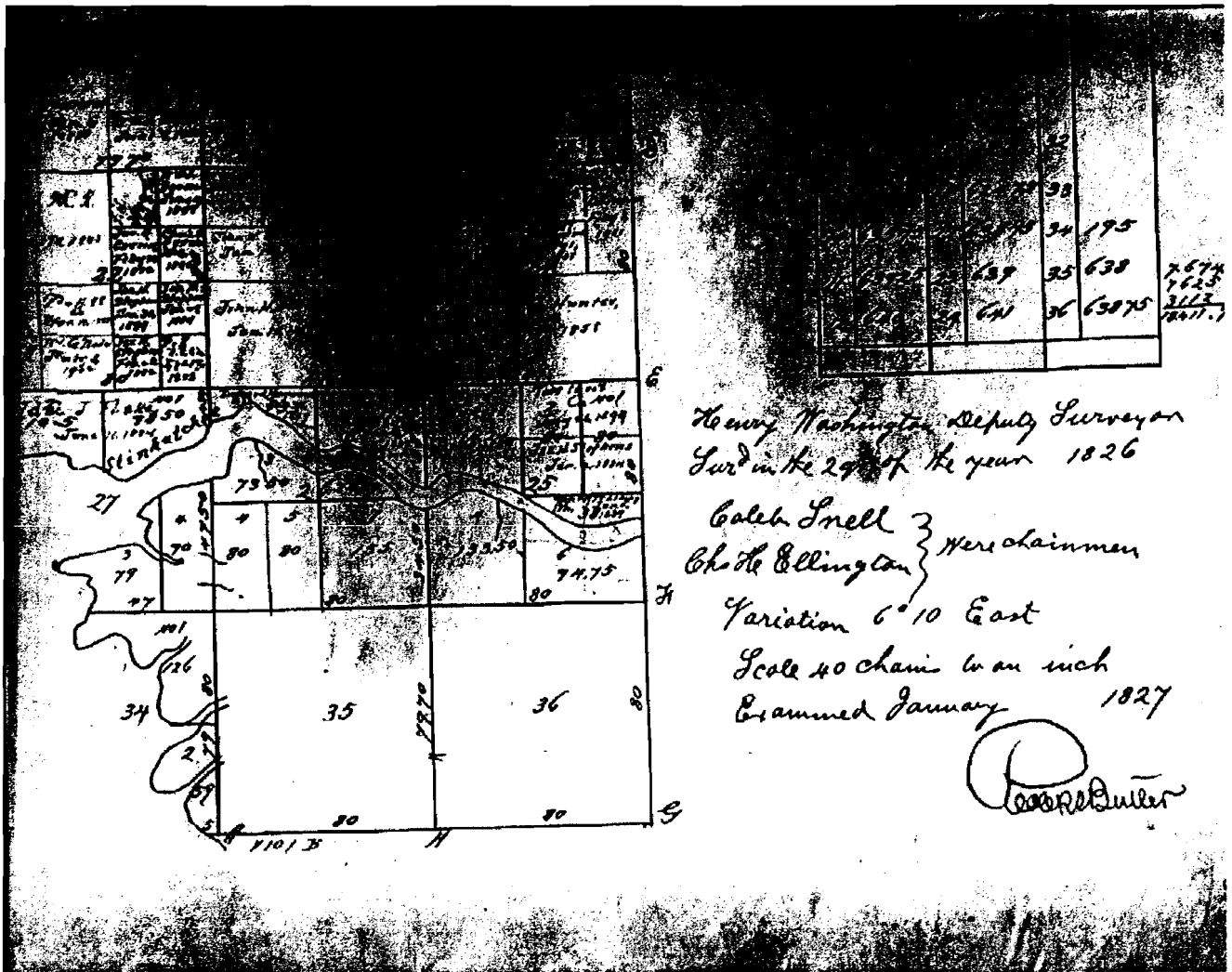


Figure 4. 1826-1827 Original survey of the lower Steinhatchee River area. The notes on lots and parcels resulted from resurveys as homesteading and purchases were made. Courtesy of Taylor County Property Appraisers office.

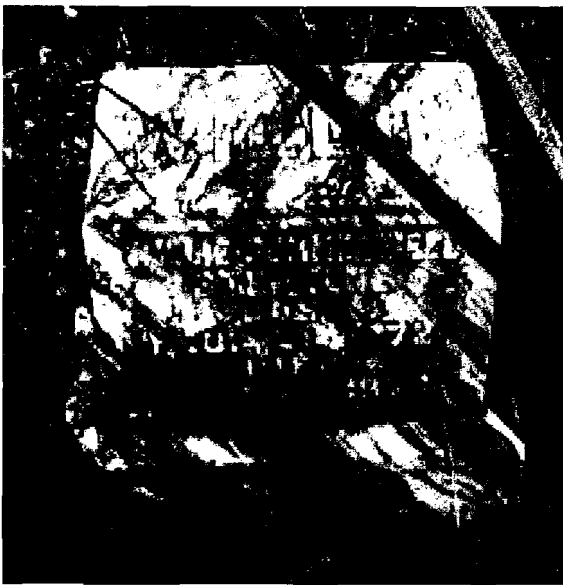


Figure 5. Willie S. Stephens grave marker.



Figure 6. July Spring, view to west.



Figure 7. Stephens-McCall House. View to the northeast.



Figure 8. Stephens-McCall House. Log structure detail at the northeast corner.



Figure 9. Stephens-White House (former Stephens crib building). View to the north.

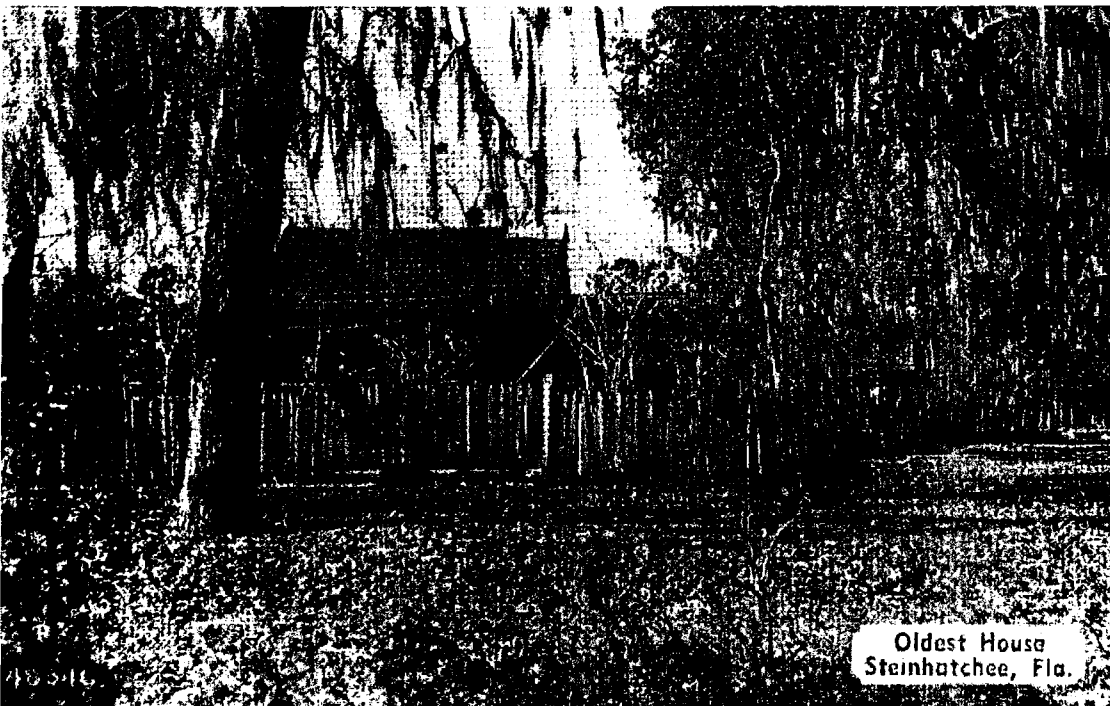


Figure 10. The “oldest house in Steinhatchee” as shown on a 1955 post card. The home of Charley and Agnes King. The area is now the site of Steinhatchee Landing Resort. Post Card courtesy of Mark Southerland.

The business activities driven by timber and marine stores were generally continuous from the 1870's through the 1950's. Commercial and subsistence fishing gradually increased. It is unclear when the first sponge fishermen came to the area but further south at Cedar Key and Tarpon Springs the industry was thriving by the 1870's and 1880's. By the 1930's sponge fisherman were well established in Steinhatchee. The father of local resident Mike Smyrnios was a Greek immigrant to the area and developed one of the most successful sponge operations in town. In an interview, Mike recalled that his father had colored lights on the front of his riverfront business and had been instructed by officials during WWII, to turn them off at dark so as not to be seen by German U-Boats. There were two sponging methods utilized by local fisherman. The hook spongers were the first to come to the area and worked in a rich wool sponge fishery around Rock Island. The hook method utilized a glass bottom bucket with a fabric hood that covered the head, blocking reflection, while looking for sponges on the bottom and collected by hooking. This method was used in shallow waters and hard-hat divers fished deeper water further off shore. Hard-hat fisherman were forbidden to enter waters that were designated a hook fishery. Local residents during that period say it was common to see anywhere from 50 to 100 sponge boats moored in the river (Fig. 10). The industry declined and ended in the late 1950's as a result of a disease along the gulf coast that killed the most sought after, sea wool sponges.



Figure 11. Sponge boats moored in Steinhatchee River. Florida State Archives.

The ford above the Steinhatchee river falls, was for many years, the only means of crossing the river with vehicles. Boats were used for day to day crossing of residents who needed to move back and forth between Taylor and Dixie Counties. A cable ferry or "flat" was operated near the sponge docks beginning in the early 1900's. It was a pull ferry that was moved to the location of today's river bridge as a result of dredging of the lower river in 1938 and 1939 (Stewart 2009). It was later equipped with a Model T or A Model Ford engine, making the crossing much less arduous (Fig 12).

According to Nevin Smith, the infamous Labor Day Hurricane of 1935 "flattened" the larger trees for miles around and since there was so little development in Steinhatchee, damage was negligible. The storm was, however, a boon for the local timber harvester and mills.

In 1948 the first Steinhatchee River bridge (Fig. 13) was installed slightly up-river from the current bridge (a section remains today as a fishing pier Fig. 14). The need to install rather than build a bridge resulted from the transport of the bridge by barge in sections. The bridge was a military surplus "Bailey" bridge that was barged from Scott's Ferry, a crossing of the Chipola River of SR 71 in Calhoun County. The swing span in all likelihood was not part of the Chipola River bridge and was fabricated on site in Steinhatchee. The swing span was necessary for the passage of large boats up river and was operated by a bridge tender. Commercial fishermen often opened and closed the hand cranked swing section themselves. The old single lane bridge was replaced with the current bridge structure in 1982.

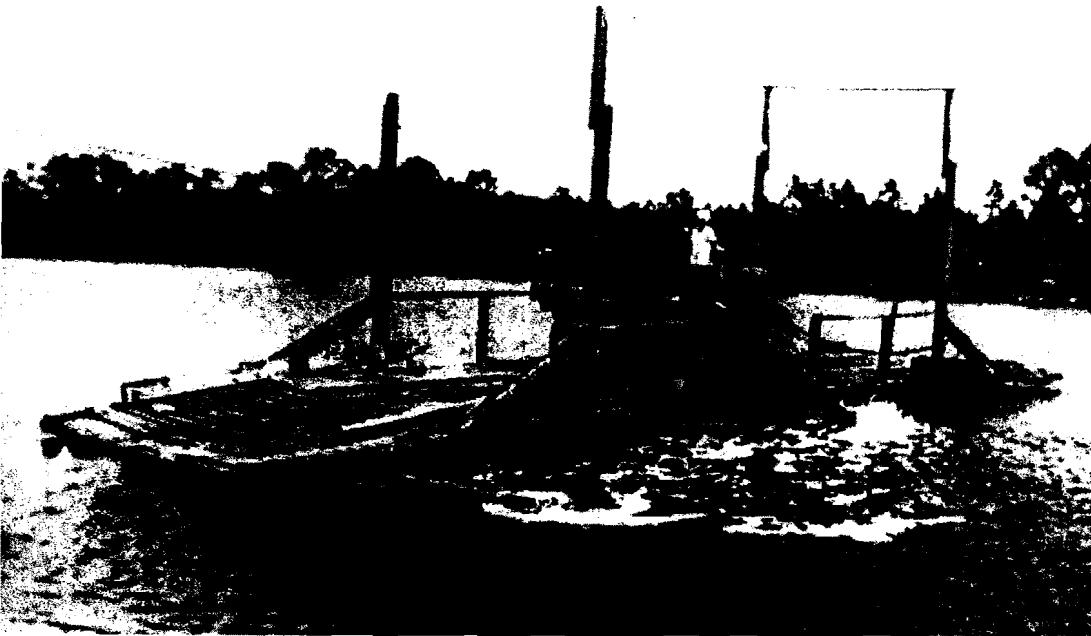


Figure 12. Steinhatchee River ferry after the installation of an automobile engine. Photo furnished by Jonnie White



Figure 13. Old Steinhatchee River Bridge. Photo Florida State Archives.



Figure 14. Old bridge section now maintained as a fishing pier.



Figure 15. Built in 1933 this store was also the third Post Office for the area. The tower visible behind the building was a wind powered electric generator. Photo from the 1940's and furnished by the McKinney Family.

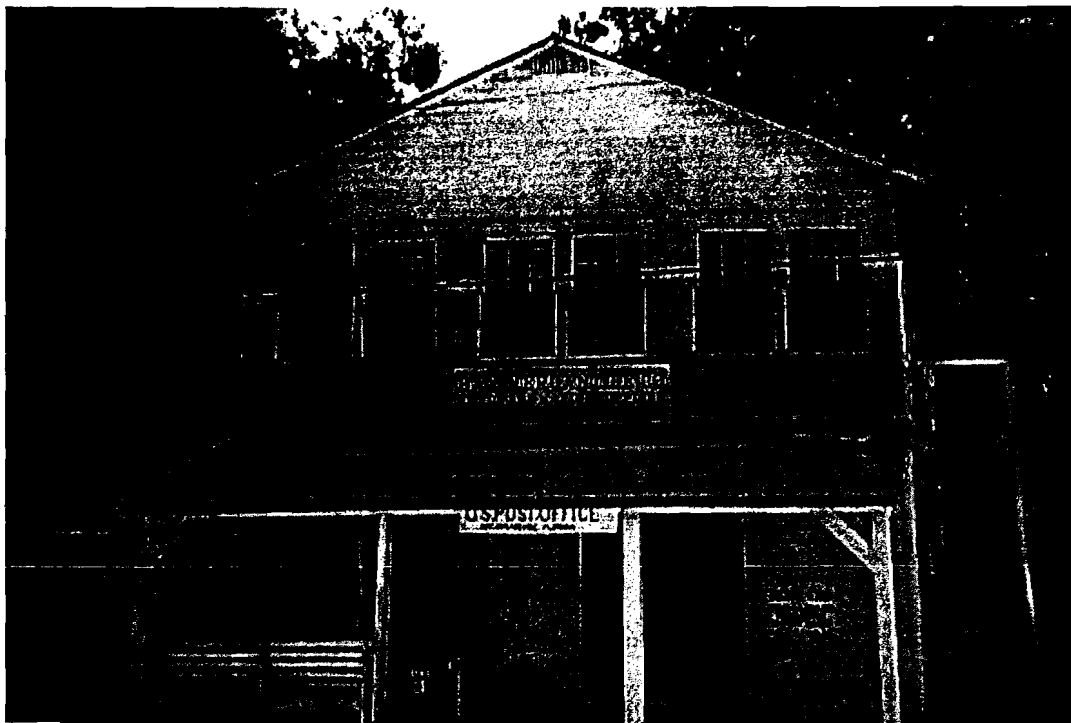


Figure 16. Store and Post Office in the mid 1980's. Photo furnished by the McKinney Family.



Figure 17. Steinhatchee Baptist Purity Church built in 1934. Prior to 1934 the Church. was a frame structure covered with cabbage fans. Photo by Sue Smyrnios

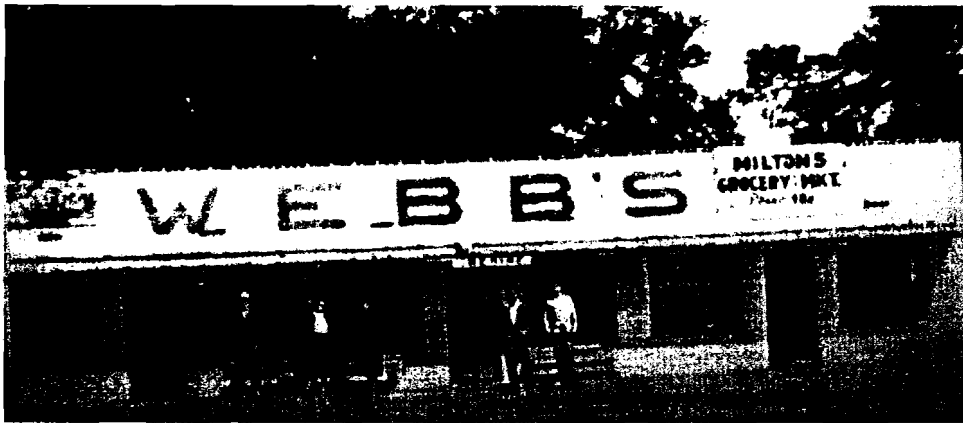


Figure 18. Built in early 1950's by Ezra Webb and housed a restaurant, movie theater and meat market. From left to right: Ezra Webb, Ruth Webb, Mary Land, John R. Lundy and Ronald Roebuck. Photo furnished by Sue Smyrnios.

Following WW II, Steinhatchee, like most of the country adjusted to a more mobile society, with expendable income for leisure activities. With money in their pockets for gas and lodging, families traveled for fun. The time of Tourist Courts, Cabins, Lodges and, in Steinhatchee, Fish Camps began (Fig. 22). One of the most upscale and well known on the Steinhatchee River was the Shangri La Lodge. The lodge was known for its superior facilities, staff and fine dining. One reference described a corporate meeting of regional railroad company executives being held at the lodge.

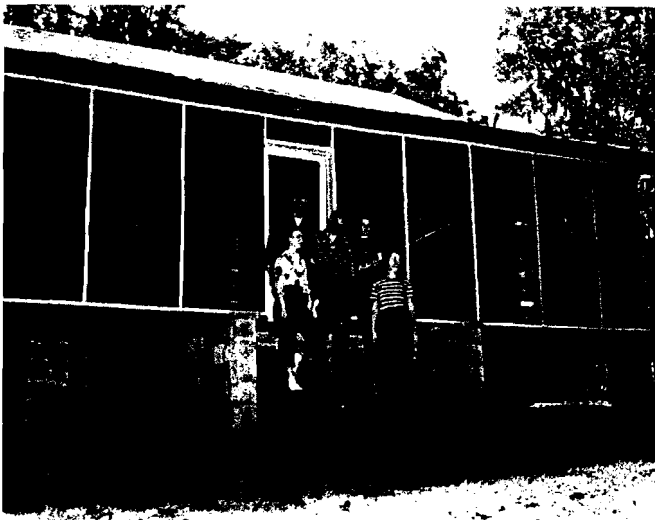


Figure 19. Guest at Shangri La Lodge in 1955.



Figure 20. Dining at the Shangri La Lodge. 1955.

Photos above Courtesy Florida State Archives



Figure 21. Shangri La Lodge restored as a private Residence. 2009



Figure 22. Hoke Mauldin's Fish Camp 1955 advertisement. Courtesy Mark Southerland collection

From Steinhatchee's beginnings, the core industry and subsistence activity was related to fishing. Survival in this coastal area was heavily dependant on salt mullet. Salt mullet was to these costal residents what salt and smoked cured pork and cane syrup was to the inland small farmers a staple for survival.

Commercial Fishing was the mainstay for most residents. All forms of finfish (most particularly mullet and trout), blue and stone crab, scallops and sponges were harvested for markets around the country. In the 1940's thru the 1960's mullet and their roe were salted and sold throughout the southeast. Sue Smyrnios described visitors coming to town with cane syrup and sweet potatoes to trade for salt mullet. Motors were uncommon for most resident's boats until the 1960's. The late 1970's and early 1980's was a time of temporary prosperity, then economic collapse as some ventured into the transport, via coastal waters, of illegal drugs and suffered the associated punishment by the courts.

A gradual boom developed into what had been an area of unknown sales potential, the marketing of mullet roe in the mid 1990's. The Asian markets, especially Korea, were eager to tap into the mullet roe resource of the Gulf of Mexico. The Steinhatchee commercial fishermen not only meet this demand locally, but also expanded by buying and selling from the Alabama, Mississippi, Georgia and South Carolina fisheries.

By late 1995 regulation of the commercial fishing industry by the State of Florida heavily impacted the economy of Steinhatchee and most coastal communities supported by commercial fishing. The effected fishermen and their families are convinced that the primary motivation of State Officials was to put an end to commercial fishing in Florida.

The hospitality industry, beginning in post war Steinhatchee, continues to grow and expand. The fish camps, motor courts, motels, tourist homes and lodges are being replaced by rental apartments, condominiums, assorted rental units and throughout the area, seasonal and fulltime residences. Service industries such as boat rentals and storage, restaurants, guided sport fishing and many other sport and recreation activities are partially replacing the economic security commercial fishing had afforded.

REFERENCES

- Almy, Marion and Elizabeth A. Horvath
2006 *Cultural Resource Assessment Survey, Copeland Sink Railroad Grade, Leon County, Florida*. Archaeological Consultants Inc., Sarasota.
- Brown, Robin
1994 *Florida's First People*. Pineapple Press, Sarasota.
- Bullen, Ripley P.
1975 *A Guide to the Identification of Florida Projectile Points. Revised Edition*. Kendall Books, Gainesville.
- Brueckheimer, William R.
1988 *Leon County Hunting Plantations, an Historical and Architectural Survey. Volume I: Final Report: Geographical-Historical Overview*. Historic Tallahassee Preservation Board. Florida Department of State, Tallahassee.
- Cockrell, Wilburn
1980 "Drowned Sites in North America," in *Archeology under Water*. Keith Muckelroy, ed., 137-145, McGraw-Hill, New York.
- Cockrell, W.A., and Larry Murphy
1978 "Pleistocene Man in Florida." *Archaeology of Eastern North America*, Vol.6. pp.1-13.
- Covington, James W.
1993 *The Seminoles of Florida*. University Presses of Florida. Gainesville.
- Daley, Robert C., L. Ross Morrell, and W.A.Cockrell
1972 *The St. Marks Military Cemetery (8WA108)*, Bureau of Historic Sites and Properties, Bulletin No. 2, pp 1-24. Florida Department of State, Division of Archives History and Records Management, Tallahassee.
- Dunbar, James S.
2006 Pleistocene Archaeology of the Page-Ladson Site the Paleoindian Components, Chapter 14. *First Floridians and Last Mastodons the Page-Ladson Site on the Aucilla River*, editor S. D. Webb, pp. 403-438. Springer Press, Dordrecht , The Netherlands

- Jahoda, Gloria.
1967 *The Other Florida*. Scribners, New York.
- Knetsch, Joe
1999 *Timber Agents In the Big Bend: E. J. Berry, James Stephens and the Conflict over Timber Rights*. Division of State Lands, Florida Department of Environmental Protection, for the Dixie County Historical Society, Cross City.

2003 *Florida's Seminole Wars 1817-1858*. Arcadia, Charlestown, S.C.
- Mahon, John K.
1985 (revised edition) *History of the Second Seminole War 1835-1842*. University Presses of Florida. Gainesville.
- Milanich, Jerald T.
1994 *Archaeology of Precolumbian Florida*. University of Florida Press, Gainesville.
- Milanich, Jerald T.
1998 *Florida's Indians from Ancient Times to the Present*. University Press of Florida. Gainesville.
- Milanich Jerald T., et al.
1997 *Archaeology of Northern Florida A.D. 200-900*. University Presses of Florida. Gainesville.
- Milanich, Jerald T. and Charles H. Fairbanks
1980 *Florida Archaeology*. Academic Press. New York.
- Milanich, Jerald T. and Samuel Proctor (editors)
1978 *Tacachale: Essays on the Indians of Florida and Southeastern Georgia during the Historic Period*. University Presses of Florida. Gainesville.
- Morrell, L. Ross and Robin T. Bauer
2005 *Jones Tenant Farm 8LE3536 Archaeological and Historical Investigations*. Morrell and Associates, Tallahassee.
- Morrell, L. Ross and B. Calvin Jones
1970 *San Juan de Aspalaga (A Preliminary Architectural Study)*. Bureau of Historic Sites and Properties, Bulletin No. 1, pp 25-43. Florida Department of State Division of Archives History and Records Management, Tallahassee.
- Morrell, L. Ross and Wilburn A. Cockrell
1995 *Cultural Resource Assessment of a Proposed Colonial Pipeline Company Corridor in Northwestern Jefferson County, Florida*. Prepared for Colonial Pipeline Company, June 1995. Survey No. 4022, FMSF, DHR.

- Murphy, Larry E.
1990 "8SL 17: Natural Site-Formation Processes of a Multiple-Component Underwater Site in Florida". Submerged Cultural Resources Special Report. Santa Fe.
- Olsen, Stanley J.
1964 *Mammal Remains from Archaeology, Part I: Southeastern and Southwestern United States*. Peabody Museum. Cambridge.

1968 *Fish, Amphibian and Reptile Remains from Archaeological Sites, Part I: Southeastern and Southwestern United States*. Peabody Museum, Cambridge.
- Pettengill, George W., Jr.
1998 *The Story of the Florida Railroads 1834-1903*. The Railway and Locomotive Historical Society, Inc. (Reprint of 1952 Bulletin No.86 and partial Bulletin No. 88). Southeast Chapter, R&LHS, Jacksonville.
- Poor's Railroad Manual Company
1910 *Poor's Manual of the Railroads of the United States (1910)*. (Poor's published railroad "Annuals"; this FCRR citation is from the 1910 Annual). New York.
- Rabby, Glenda Alice
1999 *The Pain and the Promise*. University of Georgia Press. Athens.
- Randazzo, Anthony F., and Douglas S. Jones
1997 *The Geology of Florida*. University Press of Florida. Gainesville.
- Rivers, Larry E.
2000 *Slavery in Florida: territorial days to emancipation*. University Press of Florida. Gainesville.
- Schuh, Niles
1995 *Fort Frank Brooke and Doctor Richard McSherry in the Second Seminole War*, Gulf Coast Historical Review, History Department, University of South Alabama, Fall 1995.
- Storey, Steve
Georgia's Railroad History & Heritage: Florida Central Railroad. Accessed 0081908. <<http://railga.com/flacen.html>>.
- Turner, Gregg
2003 *A Short History of Florida Railroads*. Arcadia, Charleston.
- University of Florida, P.K. Yonge Map and Imagery Library, 2007-8, accessed online.<www.uflib.ufl.edu/maps/aerials/MAPNEWAERIAL.HTML>

- Watts, W.A.
1971 "Postglacial and Interglacial Vegetation History of Southern Georgia and Central Florida." *Ecology*, Vol.52, No.4.
- Webb, S. D.
2006 *First Floridians and Last Mastodons the Page-Ladson Site on the Aucilla River*, editor S. D. Webb, 588 pages, Springer Press, Dordrecht , The Netherlands.
- West, Patsy
1998 *The Enduring Seminole*. University Press of Florida, Gainesville.
- Whitfield, Mary Lou
1972 *Taylor County, An Overview*, United Daughters of the Confederacy, Perry.
- Willey, Gordon R. and Philip Phillips
1958 *Method and Theory in American Archaeology*. University of Chicago Press, Chicago.
- Wright, J. Leitch Jr.
1986 *Creeks and Seminoles*. University of Nebraska Press. Lincoln.

PERSONAL COMMUNICATIONS

- Smyrnios, Mike and Sue (Steinhatchee)
March 2008 and June and July 2009
- McKinney, Hayward and Toby (Steinhatchee)
July 2009
- Stewart, Nevin (Stewart)
March 2008 and July 2009
- McCall, Lucille (Steinhatchee)
July 2009
- Fowler, Dean (Steinhatchee)
July 2009
- Hunt, Jim (Steinhatchee)
July 2009
- Dunbar, James (Tallahassee)
June and July 2009
- Willis, Craig (Tallahassee)
June and July 2009

Southerland, Mark (Perry)
July 2009

Cash, Wanda (Perry)
July 2009

Corbin, Willard (Steinhatchee)
March 2008

White, Johnnie (Steinhatchee)
June and July 2009

Ratliff, Bruce A. (Perry)
July 2009

FREE



**Steinhatchee Waterfronts Florida Partnership
Taylor County Board of County Commissioners**

Where is Steinhatchee?

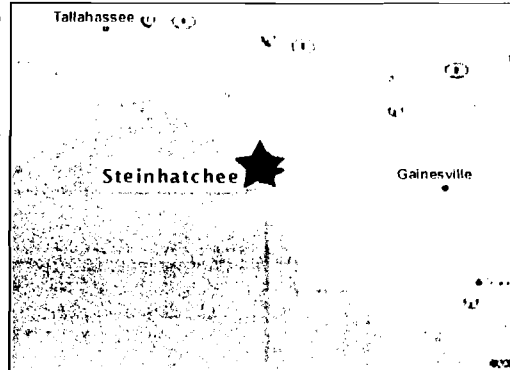
Steinhatchee is located at the mouth of the Steinhatchee River where it meets the Gulf of Mexico. This small, vibrant community lies along Florida's "Forgotten Coast" at the southernmost point of Taylor County.

From Tampa/St. Petersburg: Take Sun Coast Parkway, Toll Road 589, to U.S. Hwy. 98. Follow U.S. Hwy. 98 to Tennille. Turn left onto FL Hwy. 51. Steinhatchee is approximately 8 miles from Tennille.

From Gainesville: Take FL Hwy. 26 west to Fanning Springs. Take U.S. Hwy. 98 to Tennille. Turn left onto Florida Hwy. 51. Steinhatchee is approximately 8 miles from Tennille.

From Georgia and North I-75: From I-75 take Exit 451 toward Live Oak onto US Hwy. 129. Go South for approx. 12 miles, making a right turn in downtown Live Oak onto FL Hwy. 51. Go South for approximately 54 miles. You will pass through Mayo and Tennille before reaching Steinhatchee.

From Tallahassee: Head south on Apalachee Parkway. Continue to follow U.S. Hwy. 19 to Tennille. Take a right onto FL Hwy. 51. Steinhatchee is approximately 10 miles from Tennille.



What's the history of 'Steen-hat-chee'?

Steinhatchee ("Steen-hat-chee") is located at the southernmost point of Taylor County at the mouth of the Steinhatchee River and the Gulf of Mexico. Originally known as Deadman Bay, the area of what is now Steinhatchee was on Spanish maps by the early 1500s. Spanish Conquistador Panfilo de Narvaez came through the area in 1529 followed by Hernando de Soto ten years later. De Soto crossed the Steinhatchee River at the "Falls." In 1818 General Andrew Jackson (1767-1845) also crossed at the Falls on his way to dispatch the Seminoles who were raiding "white" settlements. In 1838 General Zachary Taylor (1784-1850) was sent to put down the Seminoles during the Second Seminole War. Fort Frank Brook was established up the Steinhatchee River in the same year and abandoned in 1840. In 1879 James Howard Stephens (1825-1906), a local pioneer, offered land for a post office changing the name from Deadman Bay to Stephensville. In 1931 the community was renamed Steinhatchee after the river. The name Steinhatchee derived from the Native American "esteem hatchee" meaning river (hatchee) of man (esteem). Steinhatchee's long history of human habitation includes prehistoric man dating from 12,000 BC, pirates from 15th through 18th centuries, loggers in the 1800s, sponge divers in the 1940s and 50s, and commercial fisherman, shrimpers and crabbers today. (History from the Florida Historical Marker at Steinhatchee Park)



A view of Steinhatchee sponge boats, 1955. *Florida Memory Project*



A fisherman heads back from fishing, 1961. *Florida Memory Project*



The Old Steinhatchee Bridge, 1981. *Florida Memory Project*



Steinhatchee fishermen display their catch, 1961. *Florida Memory Project*



A view of the Steinhatchee River, 1955. *Florida Memory Project*



Fishermen near the sponge boat docks, 1961. *Florida Memory Project*

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Taylor County Board of County Commssioners

201 East Green St., Perry, Florida 32347

www.taylorcountygov.com

Malcolm Page (District 1) Mark Wiggins (District 2), Lonnie Houck (District 3), Rudolph Parker (District 4), Pat Patterson (District 5)

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Waterfronts Florida

Local Businesses

Building Supplies & Contractors

DNR Construction

First Ave. Steinhatchee, FL 32359
(352) 498-2888

Delta Land Surveyors

114 W. Green Street, Steinhatchee, FL 32359
(850) 584-2849

De Young & Dickey Construction Co., Inc.

5407 SW 358, Steinhatchee, FL 32359
(352) 498-5549

Hatch Mott MacDonald

3800 Eplanade Way Suite 150, Tallahassee, FL 32399
(850) 222-0334

Horizon Electric

5894 SW 358, Steinhatchee, FL 32359
(352) 498-7895



Steinhatchee ACE Hardware

1310 1 ST. Ave S, Steinhatchee, FL 32359
(352) 498-7269; www.steinhatcheeacehardware.com

Light Master, Inc.

332 SW 846 Street, Steinhatchee, FL 32359
(352) 498-6600

Campgrounds

Nature's Coast RV Resort

4802 SW 358, Steinhatchee, FL 32359
(352) 498-7344; www.naturescoastrvresort.com

A very pretty, quiet, clean and comfortable RV Resort with many amenities-Large Pool, Fitness Room, Picnic Pavilion w/Gas Grill, Pond, Laundry and Shower.

Nature Coast Storage & RV

909 2nd St SW, Steinhatchee, FL 32359
(352) 356-1713; www.naturecoaststorage-rv.com

Locally owned and operated for 10yrs - Monitored 24/7. Bathhouse and Laundry on-site. Property is located outside Flood Zone. Public Grilling and Eating Area.

Redfish RV Park

1113 1st Ave NE, Steinhatchee, FL 32359
(352) 498-1188

Charter & Guide Services

Big Bend Charters

1610 SE 1st Ave., P.O. Box 513, Steinhatchee, Florida 32359
(352) 498-4081; www.bigbendcharters.com

Captain Brian Smith is an offshore specialist, but versatile enough to work from the flats to the deep waters of the Gulf of Mexico. Fishing the Gulf for over 20 years. Scallop trips avail. July 1-Sept. 10. Featured on Nuts & Bolts DVD and TV series, several fishing & travel magazines, contributing writer for Woods N Water and author.

Global One Charters

P.O. Box 201, Steinhatchee, FL 32359
Phone: (352) 498-0543; Cell: (352) 274-2582

Grubbslingers Charters, LLC

405 Magnolia Drive, P.O. Box 435, Steinhatchee, FL 32359
Phone: (352) 498-0362; Cell: (352) 275-1829

Legal Limit Charters, LLC

1012 2nd Ave. S, P.O. Box 64, Steinhatchee, FL 32358
(352) 498-0299; Cell: (704) 881-1194
Web Site: [Legal Limit Charters](http://LegalLimitCharters.com)

Capt. Larry Barrett Fishing Guide Service

1084 SW 320 Ave, Steinhatchee, FL 32358
(404) 401-1547
www.captainlarrybarrett.com

On The Mark Guide Service

314 SW Wildwood Drive, Steinhatchee, FL 32359
(386) 294-2648; www.captainmark.com

Captain Mark is a full time professional inshore guide with over 20 years of experience. A 24ft privateer boat provides plenty of room for your party. All tackle and license provided.



With a fishing guide you don't need a license, bait, equipment, or even know where you're going. All you have to do is get in the boat and fish!

Pepperfish Key Charters

(352) 498-9963; www.pepperfishkey.com

Capt. Steve, USCG licensed, specializes in flats fishing trips for Speckled Trout, Redfish and other seasonal fish, also scallop trips in July and August. Operates out of the River haven Marina.

Roundman Charters; (423) 330-0101; www.saltwaterfishn.com

Something's Fishy Charters

122 5th Ave N, Steinhatchee, FL 32359
(352) 356-2554; www.somethingsfishycharters.com

Come, spend an enjoyable day on the Gulf of Mexico with Captain Bob Erdman, fishing, scalloping or both. See the beauty of this estuary first hand. Multi boat charter welcomed.

Steinhatchee holds firsthand knowledge of outdoor recreation and tourism. Visitors flock to the community-by-the-Gulf of Mexico in pursuit of scallops, saltwater fish, and outdoor experiences. Local organizations – the Project Board, the Chamber of Commerce, and now the Waterfronts Florida Partnership Committee – maintain an active calendar of tournaments and festivals to attract tourists and celebrate the natural resources.

The settlement of 1,300 is located at the southern-most tip of Taylor County in Florida's Big Bend along the state's "Nature Coast." The community depends on recreational and commercial fishing, related water-based businesses, and in recent years, construction. Adjacent waters carry designations such as "Outstanding Florida Waters" and "Big Bend Seagrass Aquatic Preserve." Eco-assets include the Big Bend Saltwater Paddling and the Florida Circumnavigational Trail; the Steinhatchee River, the Steinhatchee Falls, and the Suwannee River Water Wildlife Management Area.

The Steinhatchee Waterfronts Florida Partnership Committee identified ecotourism as a priority in 2008 with the intent to:

...seek grant funding opportunities to develop a market feasibility study to determine what economic development opportunities may exist for the community. The committee will also seek technical assistance from various state agencies and organizations to develop eco-tourism opportunities for the Steinhatchee area.

The idea was to add a new tool to Steinhatchee's economic development kit; to refine the local outdoor recreation brand to include natural and historical assets in hope that visitors would fill local resorts and motels and restaurants year round.

The Waterfronts Committee took the first steps to learn about ecotourism in 2009, hoping to draw on the experience of other communities as Steinhatchee develops its own version of ecotourism. Mini-case studies were prepared to consider Florida's approach to ecotourism and local experience from counties in Florida, Maine, and Vermont. The results are presented here.



What is "ecotourism"?

The International Ecotourism Society (TIES) defines ecotourism as "... responsible travel to natural areas that conserves the environment and improves the well-being of local people" (TIES, 1990).

The State of Florida Ecotourism/Heritage Tourism Advisory Committee in 1997 expanded the TIES definition to include the environment, the host community, and the responsibility and experience of the visitor.

...Responsible travel to natural areas which conserves the environment and sustains the well-being of local people while providing a quality experience that connects the visitor to nature.

More recently The Nature Conservancy (TNC) partnered with the World Conservation Union (IUCN) to provide a more specific ecotourism:

Environmentally responsible travel to natural areas, in order to enjoy and appreciate nature (and accompanying cultural features, both past and present) that promote conservation, have a low visitor impact and provide for beneficially active socio-economic involvement of local peoples.

Ecotourism focuses on the nature-based assets within a geographic location such rivers, waterfalls, grass beds, or an ecological area and is often paired with what may called "heritage" or cultural-historical tourism. Both eco- and historical tourism are linked to specific places and are based on the tourists experience with the natural and built environment within a community or region.

Sources and Additional Readings

Florida Guide to Nature Travel, Ecotourism and Outdoors Adventures. Provides links to Ecotourism Sites, Activities, and Providers. <http://www.ecofloridamag.com/florida-ecotourism.htm> (accessed July 27, 2009).

George Washington University in the Washington DC area partners with the TIES group to offer "Building Capacity in Ecotourism" in a distance learning environment to help individuals and communities define and develop ecotourism projects. http://www.conservation.org/Documents/CI_ecotourism_learning_program_description.pdf (accessed July 27, 2009).

Natural North Florida. Provides links to Ecotourism Sites, Activities, and Providers. <http://www.naturalnorthflorida.com/index.cfm?> (accessed July 27, 2009).

Potts, Thomas D., Ph.D. and Allan P.C. Marsinko, Ph.D. 2002. Developing Naturally: An Exploratory Process for Nature-Based Community Tourism. Clemson SC: Strom Thurmond Institute of Government and Public Affairs, Clemson University. Provides a workbook for communities interested in ecotourism. <http://www.strom.clemson.edu/publications/Potts/DevNatbook.pdf> (accessed July 29, 2009).

Society for Ethical Ecotourism – Southwest Florida. Provides certification for ecotourism providers / vendors that is linked to sustainability, management, and ecotourism experiences. Established a Code of Ethics. <http://www.seeswfla.org/index.htm> (accessed July 27, 2009).

Provides access to public-private partnership resources for Florida tourism, includes grants. <http://www.visitflorida.org> (accessed July 27, 2009).

Wyman, Miriam S. and Taylor V. Stein. 2007. Introducing Ecotourism to Florida's Counties and Landowners: an Ecotourism/Nature Based Tourism Fact Sheet. FOR 110, Series of the School of Forest Resources and Conservation, Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida. <http://edis.ifas.ufl.edu/FR163> (accessed July 27, 2009).

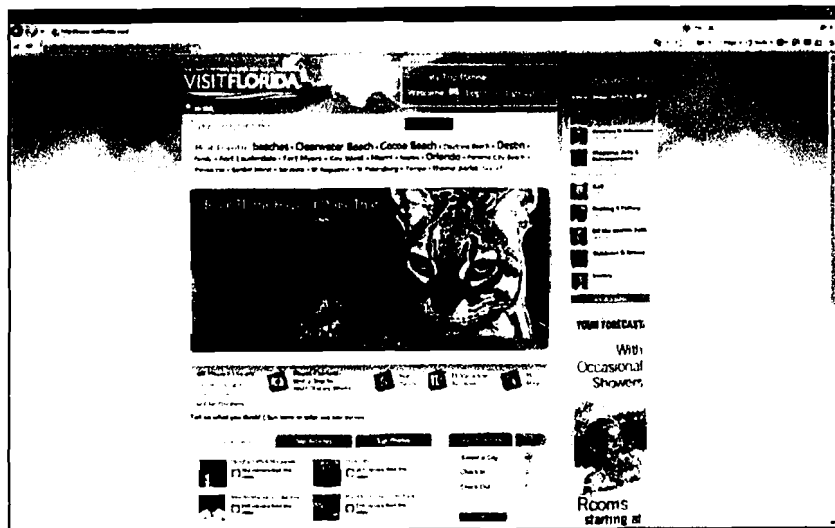
Florida Ecotourism/Heritage Tourism Advisory Committee

Florida by definition is a gateway to sandy beaches, warm winter weather, and nature-based tourism. The state began its work to preserve and manage its natural areas in 1963 with the creation of the Land Acquisition Trust Fund (LATF) to pay for outdoor recreation and conservation programs which continue today as Florida Forever, Greenways and Trails, and Florida Communities Trust.

Ecotourism gained statewide attention in 1997. The Ecotourism/Heritage Tourism Advisory Committee set its goal to "protect and promote the natural, coastal, historical, cultural, and commercial assets of Florida" as part of its mission to foster economic development in rural areas, reporting that:

...Ecotourism and heritage tourism offer great potential to provide new and continuing economic benefits to Florida. These economic benefits can be enjoyed by Florida's current and future residents as well as visitors only if people experience these non-renewable resources in ways which protect and maintain their integrity while providing enjoyment (1997:C-4).¹

The Committee created a "how to" framework that called for a system of Regional Committees and a State Advisory Committee that included private sector participation; development of an inventory; protection of resources; education, and marketing. Visit Florida, a public-private partnership, now includes ecotourism in present-day offerings. Wakulla County and Tallahassee Community College (TCC) developed a "green guide program" that offers training and certification for individuals who want to start a business or work in ecotourism. Extension agents and others linked with the University of Florida Institute of Food and Agricultural Sciences (IFAS) provide services and educational opportunities to communities.



¹ Florida Commission on Tourism. Ecotourism/Heritage Tourism Advisory Committee. 1997. Recommendations on the Statewide Plan to Protect and Promote the Natural, Coastal, Historical, Cultural and Commercial Assets of Florida. Tallahassee: Florida Commission on Tourism.

Case Study: Hamilton County, Florida

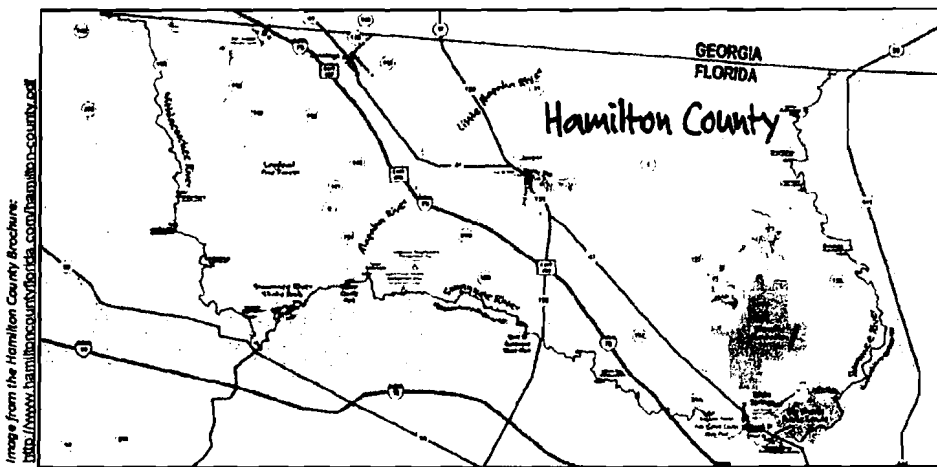


Hamilton County is situated at Florida's main intersection -- the interchange of Interstate 75 and Interstate 10 that routes travelers down the peninsula or east and west across the panhandle. The economy is based on government service, utilities and transportation, hospitality, leisure (tourism), agriculture, and mining (phosphate). Jasper is the county seat; Jennings and White Springs are also incorporated. The population is 14,800.

County voters approved a bed-tax in 1996 to foster local interest in ecotourism, levying a three percent tax on overnight stays to fund cultural heritage and nature-based projects. The Tourist Development Council (TDC) receives proposals for events and for renovations.

The Hamilton County brand focuses on historic and natural resources. White Springs has long been the focal point of heritage and nature-based tourism because of its primary attractions – the Suwannee River, the annual Stephen Foster Folk Festival, and the Stephen Foster Folk Culture Center State Park. Yet the county as a whole is rich with historical resources that include 50 cemeteries; multiple churches, commercial buildings, and hotels as well as a German Prisoner of War Camp site.² Two buildings are listed on the North Florida Black Heritage Trail which passes through Hamilton County. Natural assets include three rivers, Florida's only white-water rapids, trails for hiking and mountain biking and kayaking.

An inventory and conceptual plan for Hamilton County historic and natural resources was completed in early 2009 by a researcher from the University of Florida. The plan recommends that the county pursue economic development based on ecotourism, minimal environmental impact, low carbon footprint, and construction of an eco-lodge to accommodate overnight visits. The future of the plan is uncertain. The TDC currently has some \$80,000 worth of proposals awaiting action by the Board of County Commissioners.



Want More Information?

Best, Mechelle N. and Taylor V. Stein. 2007. Ecotourism in Florida: Letting Nature Work for You. Publication # CIR 1517. Gainesville: University of Florida, School of Forest Resources and Conservation, Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences. Contains case studies of individuals who own/operate ecotourism sites or businesses; includes lessons learned from the perspective of individuals. <http://edis.ifas.ufl.edu/pdf/edis/edis17800.pdf> (accessed July 27, 2009).

DP Nature Tours. Provides guided tours in the Suwannee River and Okefenokee water sheds. Site includes "what to expect" which sets out a code of ethics. <http://www.dpnaturetours.com/index.htm> (accessed July 27, 2009).

Guettler, Tyler Salvatore. 2009. Ecotourism and the Natural Environment. Hamilton County, Florida. Gainesville: University of Florida, Department of Landscape Architecture, College of Design, Construction, & Planning. <http://snre.ufl.edu/pubsevents/hamilton.html> (accessed July 28, 2009).

University of Florida News. 2002. UF Expert: Nature Based Tourism Requires Marketing Know-How. <http://news.ufl.edu/2002/06/12/ecotourism/> (accessed July 27, 2009). News-like article discusses the development of ecotourism in Hamilton County, Florida. Organizations identified include Visit Florida, Hamilton County Extension, University of Florida, Institute of Food and Agricultural Sciences.



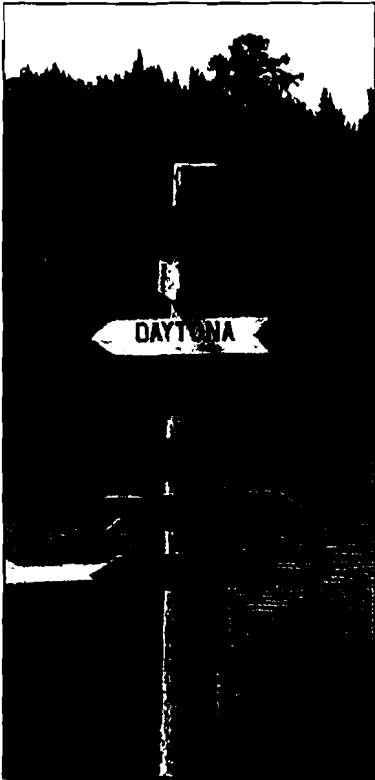
² This information was drawn from Guettler (2009). Please see sidebar.

Case Study: Wakulla County, Florida

Want More Information?

Tallahassee Community College. Ecotourism Program. Offers certifications under Green Guide Program and courses in ecotourism. Provided through TCC's Wakulla Center and Ecotourism Institute in Wakulla County. http://www.tcc.fl.edu/about_tcc/workforce_development/green_job_training/ecotourism_program (accessed July 27, 2009).

Wakulla Center. <http://www.wakullacountychamber.com/Green-Guide-Program-Living.aspx> (accessed July 27, 2009).



Wakulla County is located in Florida's Big Bend south of Tallahassee, the state's capital. Crawfordville is the seat of county government. St. Marks and Panacea, both located at the coast, are Waterfronts Florida Partnership communities. Sopchoppy is located inland at the Sopchoppy River.

The county has long been known as a Sportsman's Paradise; recreational and sportfishing enthusiasts and commercial fishermen dock St. Marks, Spring Creek, and Panacea. The ecotourism brand – "Wakulla County: the Natural Place to Be" – has evolved since it was established some 10 years ago. The county's focus on ecotourism was considered a way to add to its attractions, a way to improve the local economy, and to protect the natural and cultural-historical resources.

Eco-assets include four rivers – the St. Marks, Wakulla, Sopchoppy, and Ochlocknee; a coastal area outlined by the Gulf of Mexico; St. Marks National Wildlife Refuge, and parts of the Apalachicola National Forest. St. Marks is located at the southern end of the St. Marks Historic Railroad State Trail and San Marcos de Apalachee Historic State Park is located nearby at the confluence of the Wakulla and St. Marks Rivers.

Ecotourism got a jumpstart with the creation of a Tourist Development Council (TDC) and authorization of a three percent bed tax to fund the work of attracting tourists. The TDC was initially guided by a contract director, who worked to get grants and other kinds of funding mechanisms in place. The tax got its biggest boost c. 2006-2009 after construction of two motels along U.S. Highway 98. The county was able to hire a part-time TDC Director in 2008.

The TDC partnered with Tallahassee Community College (TCC) in 2006 to establish the Wakulla Ecotourism Institute. The Institute offers a "green guide" certification at the Wakulla Center in Crawfordville. So far, more than 50 persons have completed the course, learning about local resources, how to run a business, and how to conduct nature-based tours. TCC offers a separate "Ambassadors Program" that trains local workers in customer service, which includes how advice on how to respond to questions such as "what's there to do around here?"

The TDC partnered with the Chamber of Commerce, Workforce Plus, and Visit Florida to put Wakulla County on the ecotourism map and to build local capacity to work with Ecotourists. Wakulla County's recent inclusion in "Scenic Byway" program sponsored by the Florida Department of Transportation is listed among the area's recent accomplishments.

The biggest challenge to ecotourism in Wakulla County came in the early days: people did not recognize ecotourism as more than protection for natural resources; that ecotourism is also economic development.

Case Study: Maine

Maine's ecotourism initiative began in the early 1990s with a focus on nature-based activities. The intent was to foster operations that are environmentally friendly, protective of nature and cultural heritage, and supportive to the local economy. The principles have led to what Maine considers to be sustainable tourism over the last ten years.

Dover-Foxcroft, the county seat of Piscataquis County, serves as an example. The community is known as a place where tourists come to enjoy fishing, bird watching, boating, and camping at the Piscataquis River and Sebec Lake. Hiking is available at nearby Mount Katahdin, the northern terminus of the Appalachian Trail, and Borestone Mountain, which serves as an Audubon sanctuary.

Even with such an array of destinations and activities, the town faced economic problems in 2005. The Piscataquis County Economic Development Council (PCEDC) commissioned studies to gain information on developing and promoting attractions. That same year, the Piscataquis Tourism Task Force (PTTF) was created to conduct a year-long study which recommended work in four main categories:

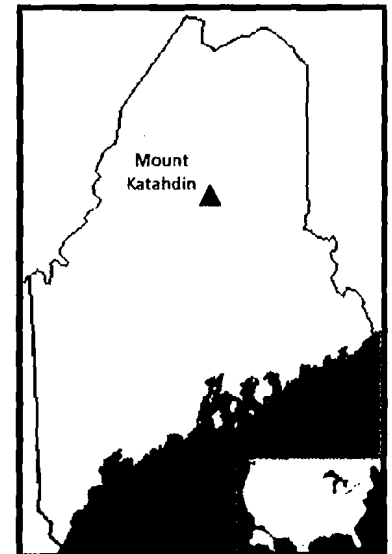
- Capacity Building – focus on an oversight committee and how to get funding
- Business Assistance – work in cooperation with the University of Maine Cooperative Extension to identify, evaluate, and address issues facing local tourism-based businesses
- Product Development – work in cooperation with local Chambers of Commerce, the Maine Office of Tourism and Maine Highlands Corp. to finalize tourism itineraries, and
- Marketing Linkages – focus on publication of marketing tools such as a guide-map for Piscataquis County-Maine Highlands area and a regional map/guide providing an inventory of destinations in the county.

Ecotourism remains a part of the Dover-Foxcroft effort to diversify its economic base, although CHet – the Cultural Heritage & Eco-tourism Committee created as part of the PTTF – appears to focus its economic strategies largely on heritage projects.

Want More Information?

USDA Rural Development in Maine. 2008. The Maine Community Exchange. Volume 5 Winter 2008. http://www.rurdev.usda.gov/me/index_files/The%20Maine%20Comm%20Exchange-%20Winter%20vol%205.pdf (accessed July 28, 2009). The Exchange is a newsletter like publication that shares information on the different ecotourism and nature-based tourism operations in Maine's communities.

Town of Dover-Foxcroft website <http://www.dover-foxcroft.org/> (accessed July 28, 2009).



Case Study: Moosalamoo, Vermont

Want More Information?

Moosalamoo National Recreation Area
Website: <http://www.moosalamoo.org>
(accessed on July 28, 2009).

The Moosalamoo National Recreation Area (NRA) was created December 1, 2006, with the signing of the New England Wilderness Act. The NRA consists of 20,000 acres within the Green Mountain National Forest which is located in the southern part of Vermont. This designation brought national attention to the area and recognized Moosalamoo as a premier destination for recreational activities. The official standing also provided new funding opportunities.

The Moosalamoo NRA offers 70-plus miles of area for hiking, skiing, snowshoeing, snowmobiling as well as horseback riding and biking trails. The nature-based assets include a scenic waterfall and lake and mountain views. Visitors shop, stay, and eat at surrounding villages – Brandon, Middlebury and Rochester – and participate in other recreational activities

The Moosalamoo Region and the Moosalamoo Association were recognized in 2004 by the National Geographic Society with the World Legacy Award in its Destination Stewardship category for "excellence in environmental, social and cultural travel." The Moosalamoo Association is a public-private partnership that predates the Moosalamoo National Recreation area. Formed in 1989, the association originally focused on education and interpretation. The association now combines tourism and draws on conservation experts to conserve natural resources and improve recreational and educational services for visitors.

The Moosalamoo Association depends on a variety of funding sources. Every year they receive a Recreational Trails Grant from the Federal Highway Administration to hire crews for trail maintenance. The National Forest Foundation provides funding through its Matching Awards Program. This grant can be more of a challenge to obtain because it requires a non-federal source match. Local groups such as the Vermont Community Foundation provide grants for the Moosalamoo Association. Membership dues and donations provide the remaining support for the association.

The Moosalamoo Association has found that having volunteers helps secure grants and can provide needed program support. Volunteers come from different user groups, such as mountain bike organizations, local youth community service groups, and Girl and Boy Scout troops. Other advice includes: work closely with and garner the support of your Congressional Delegation.

The Moosalamoo Association staff and volunteers continue work to achieve improvement goals. While the main emphasis is on trail maintenance, other goals include:

- Infrastructure Improvements
- Interpretive Signage
- Wildlife Habitat Improvement
- Restoration of Wild Blueberry Areas
- Limited Promotion of the Area and Town.

Lessons Learned

"What is ecotourism" is sometimes wrapped in the flags of "responsibility" and "sustainability." Yet communities may be as interested in economic development as in conservation. Ecotourism offers economic hope – existing businesses get new customers, new businesses and concessions may open, and the ranks of the employed may grow. Natural areas may be considered an asset – and thereby be protected – if attached to economic benefits.

The case studies presented here show some common themes that, in the end, are probably not linked to "tourism" of any kind as much as they are to community development – tourism is a kind of business, communities need work. The recommendations of Florida's Ecotourism/Heritage Tourism Advisory Committee in 1997 are similar to Piscataquis (Maine) Tourism Task Force (PTTF) in 2005:

- Create partnerships or "linkages"
- Define the "products"
- Develop local capacity to operate businesses and work with tourists
- Find the money to get started and to sustain the work

The Florida counties each had access to the bed tax / Tourist Development Council to generate funding at a local level. Wakulla County and the New England communities appear to diversify economic strategies, reaching beyond the local, state, and federal tax supported grants and local businesses to partnerships with the regional community college and private foundations.



~ 7 ~

The greatest challenge underlying ecotourism is: avoid overuse of a resource. What if too many people visit? What if "big business" moves in and exploits the local community. Consequently, communities with an interest in ecotourism need to be actively involved in decisions, beginning with the following types of questions:

- How does the community define "ecotourism" – will ecotourism be paired with historical / heritage tourism" or stand alone?
- What does the community expect to get if ecotourism is added to local "brands" such as "recreational fishing"? What might it lose?
- Inventory and map local assets
 - Cultural, historical, and ecological,
 - Lodging and food,
 - Green establishments,
 - Ecotourism guides, and
 - Road access.
- Consider the impacts of ecotourism on local resources and local culture
- Develop partnerships within the community and its organizations
- Create access to the state, regional, and topical ecotourism networks for marketing, technical support, and funding
- Establish and sustain conservation goals, and
- Consider ecotourism for addition to local comprehensive plans and overlays.

The Steinhatchee Waterfronts Florida Partnership Committee will find additional resources in the sidebars of this paper.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Appointment of new Taylor County Public Library Advisory Board members.

MEETING DATE REQUESTED:

October 5, 2009

Statement of Issue: Request appointment of two members to the Taylor County Public Library Advisory Board.

Recommended Action: Appoint two applicants to serve as members of the Taylor County Public Library Advisory Board. Candidates: Elizabeth McDonald; Patricia Gross

Fiscal Impact: None

Budgeted Expense: Y/N NA

Submitted By: Pamela Grigg

Contact: Pamela Grigg, Library Director
850.838.3544; library.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Two applications were received to fill three vacancies on the TCPL Advisory Board. Board members are required to serve a two year term. The positions were advertised via the TACO Times and Taylor County/Library websites; running from 7/3/2009 through 8/5/2009.

Options: Positions will be re-advertised to fill remaining one position.

Attachments: Applications; advertisement as it appeared in county newspapers and web sites.

**TAYLOR COUNTY
PUBLIC LIBRARY
ADVISORY BOARD APPLICATION**

Questions? Please call 850.838.3512.

NAME: Liz McDonald

MAILING: 2660 Woods Creek Rd Perry, FL 32347

ADDRESS: 2660 Woods Creek Rd

CITY: Perry STATE: FL

ZIP: 32347

HOME: 850-584-8008

PHONE: cell 850-843-0990

WORK: 850-584-5087 ext 135

EMAIL: lizmcdonald11@yahoo.com/elizabeth_mcdonald@doh.state.fl.us

EMPLOYER: Taylor County Health Department

JOB TITLE: Tobacco Prevention Specialist

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 4

REGISTERED VOTER IN TAYLOR COUNTY: YES

TAYLOR COUNTY PUBLIC LIBRARY CARD HOLDER: YES: NO:

PREVIOUS LIBRARY BOARD EXPERIENCE: YES NO

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

I strongly support the public library because of its wide range of services and how it can impact children and adults. Since elementary school, I have held a library card. At our local library where I grew up, my sister and I were very active in the summer program and every Wednesday after school we would spend hours at the library. One of my fondest memories of my grandmother is attending activities at her library while she served on the Library board. I know first hand how summer programs and a strong library system can positively influence children and their education.

I would like the children of Taylor County to have a similar experience as I did when I was a child. Reading is the cornerstone of learning and as a parent the library will play a very important role in my children's lives.

In addition to having interest in serving, I feel my education has prepared me to serve on the board. After graduating from high school, I earned a Bachelor of Science in Business Administration from the University of Nebraska. I feel I could bring ideas and my creative spirit to the board. It would truly be an honor for me to serve on the library board. My grandmother would be very proud.

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, and carry out the duties of the Board member, and abide by all Board rules should I be appointed.

**DATE: August 27, 2009
SIGNATURE: Liz McDonald**

**TAYLOR COUNTY
PUBLIC LIBRARY
ADVISORY BOARD APPLICATION**

NAME: Patricia A. Gross
MAILING: 109 Dupont St
ADDRESS: 109 Dupont St
CITY: Perry STATE: FL ZIP 32349
HOME PHONE: 850-223-2613
WORK PHONE: 850-838-3512
EMAIL: Patricia_gross2003@yahoo.com
EMPLOYER: Taylor County Board of Commissioners
JOB TITLE: Custodian
NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 10
REGISTERED VOTER IN TAYLOR COUNTY: YES: NO:
TAYLOR COUNTY PUBLIC LIBRARY CARD HOLDER: YES: NO:
PREVIOUS LIBRARY BOARD EXPERIENCE: YES NO

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

Always have been very interested in libraries,
during middle school and high school participated
in working in school library, always utilize
library of educational needs as well as personal
am a devout reader, always try to participate
in various activities the library has and
communicate events to others to bring more
community involvement.

I understand the duties and responsibilities of this Board and pledge that I will
regularly attend the meetings, and carry out the responsibilities of the Board. I will
abide by all Board rules should I be appointed.

9/23/09

DATE

Patricia A. Gross

SIGNATURE

white or wheat
 1/4 lb. deli-sliced turkey breast
 1 tbsp. Caramelized Onion and Roasted Garlic Dip
 3 strips cooked bacon
 2 slices American or Swiss cheese
 Sliced tomato, red onion
 Iceberg lettuce
 Spread two slices of bread

each slice, top with turkey and cheese. Stack one slice of prepared bread on top of the other, and use the final slice of bread to top the sandwich, creating a triple-decker club. Cut in half to serve.

Dill-icious Salmon Sandwich
 1 sandwich-size bakery roll

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Taylor County Public Library

The Taylor County Library Advisory Board is seeking three creative, visionary people to join the seven member advisory board. The Library Advisory Board meets quarterly, with members serving two year terms. The Library Advisory Board members are responsible for providing direction and support to the library director in order to insure that exemplary library services and materials are provided for all residents of Taylor County. This is your opportunity to impact the future of your community library and cultural center!

If you are interested in serving on this important board please complete the volunteer application form. The form is available via the TCPL website (tcpreads.com) or at the Library. Questions? Please call 850.838.3512.

The Taylor County Board of County Commissioners will make the final appointment after reviewing all applications received.

Please submit applications by Wednesday, August 12, 2009

8/5/09

Send to: Pamela Grigg, MSLS
 County Librarian/Director
 Taylor County Public Library
 403 N. Washington Street
 Perry, FL 32347
 Library.director@taylorcountygov.com



Happy 3rd Birthday LEAH HARRIS

We hold your hand, you hold our heart!

Love, Mommy & Daddy

