



Highway 79 Corridor Authority
Board of Directors Meeting

Washington County Commission Board Room

1331 South Boulevard

Chipley, Florida

Monday, November 18, 2019, 10:00 a.m.

Highway 79 Corridor Authority

Board of Directors Meeting Agenda

Monday, November 18, 2019 – 10:00 a.m.
Washington County Commission Board Room
1331 South Boulevard
Chipley, FL 32428

- I - Call to Order**
- II - Invocation**
- III - Pledge of Allegiance**
- IV - Public Comment**
- V - Minutes**
 - M 1** Approval of the October 21, 2019 Board Meeting Minutes
- VI - Consent Agenda**
 - CA 1** List of Invoices to be Paid
 - CA 2** Other Items
- VII - Finance and Administration**
 - FA 1** Finance Report: YTD Budget vs. Actuals through October 31, 2019
 - FA 2** Preparation of Competitive Solicitation for Construction
- VIII - Operations**
 - OP 1** Engineering Progress Report
 - OP 2** Other Items
- IX - System Manager**
 - SM 1** Board Direction for System Operations and Maintenance
 - SM 2** Board Direction for Negotiation of Bulk Water/Wastewater Rates
 - SM 3** Cancellation of December 2019 Board Meeting
 - SM 4** 2020 Board Meeting Calendar
 - SM 5** Other Items
- X - General Counsel**
 - GC 1** Other Items
- XI - Board Items**
 - BD 1** Other Items

Highway 79 Corridor Authority

Board Agenda Item

November 18, 2019

Item

M 1 Approval of the October 21, 2019 Board Meeting Minutes

Minutes were prepared by the Washington County Board Clerk; the minutes are attached.

- I. Call to Order – Director Hawkins
- II. Invocation – Director Hawkins
- III. Pledge of Allegiance – Director Hawkins

Authority Chairman Hawkins (Washington County); Director Erickson (Holmes County); Director Brooks (City of Bonifay) – All members were present.

Risha Brantley was present to take minutes.

- IV. Public Comment – None
- V. Minutes –
 - M1 Approval of the September 9, 2019 Board Meeting Minutes – Director Erickson, Director Brooks (Motion Carried)
- VI. Consent Agenda
 - CA 1 List of Invoices to be paid – Director Erickson, Director Brooks (Motion Carried)

Krystal Strickland advised the board that the invoices will be e-mailed to the members prior to the following meetings.

CA 2 Other Items -None

- VII. Finance and Administration
 - FA 1 Bank Resolution – Krystal Strickland informed the board that a fund transfer will be requested from Clerk Bell once the account is opened. Once the checks are processed they will be brought before the board for signature.

Director Erickson offered a motion, seconded by Director Brooks and carried to approve the bank resolution.

FA 2 Finance Report: YTD Budget vs. Actuals through September 30, 2019 – Krystal Strickland informed the board that the expenses at the end of the year were lower than anticipated, which allowed the budget year to be closed out with \$71,000.00 on accrual basis, not cash basis.

FA 3 Other Items – None

VIII. Operations

OP 1 Engineering Progress Report – This item was discussed further in the meeting.

IX. System Manager

SM 1 Update with Bonifay – Krystal Strickland updated the board. GSG held a conference call with the City of Bonifay in order to discuss protocols.

Director Erickson questioned if there was adequate water flow into the system.

Director Brooks commented that it was his understanding through discussion with Amir that the flow that is being sought is not there.

Cliff Knauer, Engineer provided an update. A meeting has been requested with Amir on 10/24/19 at 1:00 p.m. in Panama, however it has not been confirmed.

The fire flow testing has been done in order to test pressure.

The information that hasn't been acquired is the tank elevation, and information on demand for the rest of the system in order to model it to ensure that everything is going to work properly.

The main question is what will the demand be at build out through the Corridor.

Many industrial manufacturing type buildings will have a tremendous water demand based on their fire flow.

Beverly Gilley informed the board that flow test caused the hospital to be without water.

Director Erickson advised that he has received concerns that the flow will not be adequate unless there is a well and a tank there.

Jim Town informed the board the only demand that was done in the financial modeling was for the seven business' that were used to project the first few years of development.

Director Hawkins commented that the test was done four months ago and the board is just now finding out the hospital didn't have water during the flow test. There needs to be open dialogue with the board.

Director Hawkins suggested that it is important for the engineering firms to have dialogue and Amir should represent the City of Bonifay at the Corridor meetings.

Cliff Knauer advised that it would be easy to do the model if Amir has a model of the city.

Director Hawkins advised that it needs to be known if the flow of water is there to start the business' off.

Director Brooks informed the board that Bonifay has three elevated tanks that are looped. If an additional well and elevated tank is a requirement all of that is going to have to be considered in the water flow.

Cliff Knauer informed the board that the 10" force main is a loose end at this time. The 10" is set up to terminate at Thomas Drive. The 6" that is being installed will go to the gravity sewer that goes to the existing pump station by the jail/prison. The existing 6" will be capable of carrying significantly more than the 25,000 gallons per day.

It needs to be verified that if there is a pump upgrade to that lift station if the flow would be able to be maxed out from the 6". Also when the 10" is extended north into town, what master pump station will it be extended to or is it being extended all the way to the plant.

These items are currently unknown.

Jim Town informed the board, if the Corridor is producing the revenue, not only impact fees but the tax increment financing and other things the Corridor authority will have funding to be able to handle debt.

Director Brooks informed the board that the City of Bonifay is currently having a rate study by Rural Water.

Krystal Strickland informed the board that once the construction project schedule has been set the hard deadlines can be inserted, which include impact fees, and the rate agreement with Bonifay.

It needs to be decided within the next two months who will be maintaining the water and waste water lines because this affects how the bulk water rates are negotiated.

Director Brooks commented that it needs to be specified if the additional lift stations will cause an additional work load for the current plan operators.

Director Hawkins requested that the wholesale rates be brought before the board by the end of January.

Cliff Knauer informed the board that he has received comments from DOT and will respond to them once he has met with Amir.

DOT included a comment about the permit being in the utility owner's name.

Attorney Rosenthal advised that the Corridor has to own the utilities for a certain period, which is identified in the agreement.

Beverly Gilley commented that the conference call with GSG was beneficial to the City of Bonifay.

- X. Board Items
BD 1 - None

Director Erickson offered a motion to adjourn.

Date Minutes Approved

Highway 79 Corridor Authority

Board Agenda Item

November 18, 2019

Item

CA 1 List of Invoices to be Paid

An Authority bank account was opened on November 8, 2019. The transfer of initial revenue sharing funds was also received on November 8, 2019.

Attached is a list of invoices to be paid when we are reimbursed by FDOT for payments approved at the October 21, 2019 Board Meeting.

Recommendation

Staff respectfully recommend permission to issue payments for the invoices in the attached list.

Board Action

Moved by:

Seconded by:

Action Taken:



11/18/2019 INVOICES FOR PAYMENT APPROVAL

Operating Invoices

Invoice Date	Vendor Name	Invoice #	Invoice Amount	DESCRIPTION	PO Number	Invoice Rece
10/31/2019	NGN	42201	\$4,173.44	General Counsel October 2019		11/12/2019
10/31/2019	GSG	1902820192	\$ 3,165.00	GSG General Management October 2019	20190003	11/13/2019
10/31/2019	GSG	1902920192	\$ 594.00	GSG WA 19-02 Finance, Accounting, Grants Mgmt	20190005	11/13/2019
\$7,932.44 TOTAL OPERATING EXPENDITURES						

Reimbursable Invoices

Invoice Date	Vendor Name	Invoice #	Invoice Amount	DESCRIPTION	PO Number	Invoice Rece
9/25/2019	Dewberry Engineering	1734250	\$26,820.00	Dewberry WA 19-01 Engineering Design August 2019	20190002	9/26/2019
\$26,820.00 TOTAL CAPITAL (REIMBURSABLE) EXPENDITURES						

\$34,752.44 GRAND TOTAL



PAYMENT APPROVAL VOUCHER

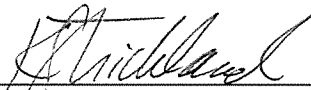
Vendor Name GSG Check# _____
 Vendor # _____ Check Date _____
 Invoice # 1902820192
 Invoice Date 10/31/2019 Invoice Rec'd Date 11/13/2019
 Work Performed 10/1/2019-10/31/2019
 PO# 20190003
 Amount \$ 3,165.00

Invoice Short Description:

GSG General Management Basic Services for October 2019. Includes general management and board clerk work related to publication of monthly agenda packets and notices.

N/A
 Construction Administrator Approval _____ Date _____
 (Deliverable Received is Satisfactory)

Board Member Approval _____ Date _____


 Finance Manager Approval _____ Date 11/13/19
 (Budget Available and Account Coding Correct)

Effective Date 10/31/2019
 Fiscal Year 2020
 Period 1

HWY 79 CORRIDOR AUTHORITY GL CODING

Org 401000110
 Object 536310 Management
 Project 1
 \$Amount \$ 3,165.00

HWY 79 CORRIDOR AUTHORITY GL CODING

Org _____
 Object _____
 Project _____
 \$Amount _____

TOTAL \$ 3,165.00



Invoice

Sold To:

Hwy 79 Corridor Authority
1500 Mahan Drive, # 250
Tallahassee, FL 32308

Invoice Number:

19028-2019-2

Invoice Date:

10/31/19

Page:

1

-----BY:



Customer ID: 530

Customer PO	Payment Terms	Sales Rep ID	Due Date
20190003	Net Due	STRKRY	10/31/19

Description	Amount
MANAGEMENT SERVICES	
R. SHEETS - AUTHORITY MGR. - 1.5 HRS @ \$210	315.00
K. STRICKLAND - ASST. AUTHORITY MGR. - 10.5 HRS @ \$190	1,995.00
J. DEVITO - AUTHORITY CLERK - 9.5 HRS @ \$90	855.00

Subtotal 3,165.00

Total Invoice Amount 3,165.00

Check No **Payment Received** 0.00

TOTAL 3,165.00

**Hwy 79 System Management: Project Detail By Employee By Date
10-1-2019 to 10-31-2019**

Project #528-19023

Name	Date	Hours	Rate	Total	Notes
Jessica DeVito	10/1/2019	1	\$90	\$ 90.00	Preparing Updated Notice of Regular Meeting Schedule to be published on the Washington County website and in the Washington County News and the Holmes County Times-Advertiser
Jessica DeVito	10/2/2019	0.5	\$90	\$ 45.00	Updating Working Group Agenda
Robert Sheets	10/2/2019	1.5	\$210	\$ 315.00	Lead conference call with Bonifay to introduce GSG staff as HWY 79 Managers.
Krystal Strickland	10/2/2019	2	\$190	\$ 380.00	1.5 hours: Conference call with Bonifay: Beverly Gilley, City Clerk; Jack Marell, City Superintendant; Amir Zafar, County Engineer, Mott MacDonald; Bob Mearns, Florida Rural Water Association RE: contact protocols and open questions. 0.5 hour: Bullet-point draft meeting minutes.
Krystal Strickland	10/8/2019	1	\$190	\$ 190.00	Compile and confirm Bonifay-System Manager meeting notes. Distribute notes to attendees for review. Create abstract cover page for 10/21/19 agenda.
Jessica DeVito	10/9/2019	4	\$90	\$ 360.00	Creating Payment Approval Vouchers for invoices; filling in Corporate Authorization Resolution; drafting Agenda Item FA 1 Cover Page
Jessica DeVito	10/14/2019	1.3	\$90	\$ 117.00	Prepare Agenda and Agenda Items (CA 1 and FA 1). E-mail and call website administrator to update Hwy 79 site with agendas and other documents.
Krystal Strickland	10/14/2019	2	\$190	\$ 380.00	Agenda and agenda packet final reviews and questions to legal
Jessica DeVito	10/15/2019	0.5	\$90	\$ 45.00	Putting together Agenda Packet
Jessica DeVito	10/16/2019	0.5	\$90	\$ 45.00	Finalizing Agenda Packet and sending it out to Board Members
Jessica DeVito	10/17/2019	0.5	\$90	\$ 45.00	Preparing documents to be placed on the Highway 79 website
Krystal Strickland	10/17/2019	0.5	\$190	\$ 95.00	Project Coordination meeting for latest updates to prepare for 10/21/19 meeting.
Jessica DeVito	10/21/2019	0.7	\$90	\$ 63.00	Adding invoices to agenda packets for 10/21/19 Board Meeting
Krystal Strickland	10/21/2019	4	\$190	\$ 760.00	Drive 3 hours RT Tallahassee-Chiopley. Attend 1 hour Board Meeting. Present and discuss System Manager items at the meeting.
Krystal Strickland	10/22/2019	1	\$190	\$ 190.00	Project coordination between Bonifay staff, Dewberry, capital project manager and system manger. Set up conference calls, meetings, prioritize tasks/open questions.
Jessica DeVito	10/23/2019	0.5	\$90	\$ 45.00	Write cover letter and gather package of documents to send signed Bank Resolution to Lora Bell with instructions for next steps.
			<u>\$ 3,165.00</u>		



79 CORRIDOR
PROJECT AUTHORITY

PAYMENT APPROVAL VOUCHER

Vendor Name	<u>GSG</u>	Check#	_____
Vendor #	_____	Check Date	_____
Invoice #	<u>1902920192</u>	Invoice	
Invoice Date	<u>10/31/2019</u>	Rec'd Date	<u>11/13/2019</u>
Work Performed	<u>10/1/2019-10/31/2019</u>		
PO#	<u>20190005</u>		
Amount	<u>\$ 594.00</u>		


Invoice Short Description:

Accounting, Financial Reporting and Grants Management Services for October 2019.

N/A

_____	_____
Construction Administrator Approval	Date
(Deliverable Received is Satisfactory)	

_____	_____
Board Member Approval	Date

	<u>11/13/19</u>
_____	_____
Finance Manager Approval	Date
(Budget Available and Account Coding Correct)	

Effective Date 10/31/2019
 Fiscal Year 2020
 Period 1

HWY 79 CORRIDOR AUTHORITY GL CODING

Org 401000110
 Object 536320 Finance, Accounting, Compliance
 Project 1
 \$Amount \$ 594.00

HWY 79 CORRIDOR AUTHORITY GL CODING

Org _____
 Object _____
 Project _____
 \$Amount _____

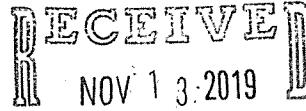
TOTAL \$ 594.00



Invoice

Sold To:

Hwy 79 Corridor Authority
1500 Mahan Drive, # 250
Tallahassee, FL 32308



Invoice Number:

19029-2019-2

Invoice Date:

10/31/19

Page:

1

BY: _____

Customer ID: 530

Customer PO	Payment Terms	Sales Rep ID	Due Date
20190005	Net Due	STRKRY	10/31/19

Description	Amount
ACCOUNTING, FINANCIAL REPORTING AND GRANTS MANAGEMENT	
K. STRICKLAND - 4.3 HR @ \$120	516.00
J. DEVITO- 1.3 HR @ \$60	78.00

Subtotal 594.00

Total Invoice Amount 594.00

Check No **Payment Received** 0.00

TOTAL 594.00

Hwy 79 Accounting and Financial Management: Project Detail By Employee By Date**10-1-2019 to 10-31-2019****Project #9182019**

Name	Date	Hours	Rate	Total	Notes
Krystal Strickland	10/8/2019	1	\$120	\$ 120.00	Request invoices from vendors for July - Sept 2019 for financial report for period ending 09/30/2019. Follow-up with First Federal Bank.
Jessica DeVito	10/14/2019	1	\$60	\$ 60.00	Entering Journal Entries and bills into QuickBooks
Krystal Strickland	10/14/2019	2	\$120	\$ 240.00	Create report template and pull accounting numbers for first YTD Budget vs Actuals report to board. Create report template and download list of invoices to be paid from QuickBooks.
Jessica DeVito	10/15/2019	0.3	\$60	\$ 18.00	Scanning signed invoices into server and attaching invoices to QuickBooks entries for audit trail.
Krystal Strickland	10/25/2019	1	\$120	\$ 120.00	Phone call with Lora Bell regarding First Federal Bank account opening. Phone call follow-up with Ryan Hodge of Bonifay, then Megan Bagett, and then Kasey Holly of Chipley branch to open bank account.
Krystal Strickland	10/28/2019	0.3	\$120	\$ 36.00	Follow-up with First Federal Bank re: signature cards and opening bank account.
				<u>\$ 594.00</u>	



PAYMENT APPROVAL VOUCHER

Vendor Name NGN Check# _____
 Vendor # _____ Check Date _____
 Invoice # 42201
 Invoice Date 11/4/2019 Invoice Rec'd Date 11/12/2019
 Work Performed 10/1/2019
 PO# _____
 Amount \$ 4,173.44

Invoice Short Description:
General Counsel for October 2019

N/A
Construction Administrator Approval
(Deliverable Received is Satisfactory)

_____ Date


System Manager Approval

11/13/19
Date


Finance Manager Approval
(Budget Available and Account Coding Correct)

11/13/19
Date

Effective Date 10/31/2019
Fiscal Year 2020
Period 1

HWY 79 CORRIDOR AUTHORITY GL CODING
Org 40100300
Object 536310 Legal
Project 1
\$Amount \$ 4,173.44

HWY 79 CORRIDOR AUTHORITY GL CODING
Org
Object
Project
\$Amount

TOTAL \$ 4,173.44

TALLAHASSEE
1500 Mahan Drive
Suite 200
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

Nabors
Giblin &
Nickerson P.A.
ATTORNEYS AT LAW

TAMPA
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax
FORT LAUDERDALE
110 East Broward Boulevard
Suite 1700
Fort Lauderdale, Florida 33301
(954) 315-3852 Tel

November 12, 2019

Tray Hawkins
Highway 79 Corridor Authority Chairman
1331 South Blvd., Suite 400
Chipley, FL 32428

Re: 79 Corridor Authority
Our File No. 1009-17106

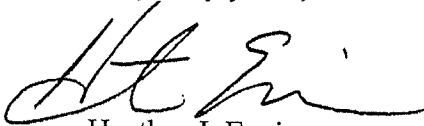
RECEIVED
NOV 12 2019
BY: *J. DeVito*

Dear Mr. Hawkins:

Enclosed please find this firm's invoices for legal fees rendered and expenses incurred through October 31, 2019 for the above matter. Your prompt attention to this invoice will be gratefully appreciated.

Thank you for the opportunity to work with you.

Very truly yours,


Heather J. Encinosa

HJE:ccl
Enclosure
cc: Krystal Strickland, GSG

Nabors
Giblin &
Nickerson P.A.
ATTORNEYS AT LAW

Post Office Box 11008
Tallahassee, Florida 32302
Telephone: (850) 224-4070

November 4, 2019
Bill through 10/31/2019
Invoice# 1009 17106 42201 HJE

Tray Hawkins
Highway 79 Corridor Authority Chairman
1331 South Blvd., Suite 400
Chipley, FL 32428

Re: 79 Corridor Authority

<u>PROFESSIONAL SERVICES</u>			<u>Hours</u>	<u>Amount</u>
10/01/2019	EJR	Reviewed email correspondence from Dewberry re: authorization required for submittal of FDOT permit application. Revised and edited draft power of attorney document for Authority Chairman's signature, email correspondence re: same.	0.60	\$135.00
10/02/2019	HJE	Attend to correspondence; Conference with Robert Sheets on meeting with Bonifay; Review information on easements	0.75	\$187.50
10/03/2019	EJR	Reviewed correspondence from DEO re: special district registration, annual fee. Email correspondence with GSG re: same.	0.20	\$45.00
10/04/2019	HJE	Conference on easements and correspondence on same	0.30	\$75.00
10/04/2019	KAP	Researched and prepared title searches (x2)	0.40	\$90.00
10/09/2019	EJR	Reviewed proposed supplemental agreement proposed by FDOT related to ownership/maintenance obligations of utility facilities in ROW. Provided suggested edits, comments, and revisions to same. Email correspondence re: same. Reviewed invoices from manager and email correspondence re: same.	1.50	\$337.50
10/10/2019	HJE	Review invoices; Conference with Krystal Strickland on additional information; Draft agenda item on TIF ordinance	1.30	\$325.00

1009	79 Corridor Authority	Invoice# 42201	Page 2
10/10/2019	EJR	Reviewed Authority general manager invoices, in house conference re: same.	0.25 \$56.25
10/10/2019	KAP	Review of title search documents for Washington County parcel; Communications with Heather Encinosa	0.50 \$112.50
10/14/2019	HJE	Attend to correspondence	0.30 \$75.00
10/14/2019	EJR	Drafted easement language for water/wastewater facility easements. Research re: corporate status of Grantor LLC, email correspondence re: same, in house conference re: same. Reviewed banking resolution, provided edits/comments re: same. Reviewed Agenda Item CA-1 and email correspondence re: same.	1.50 \$337.50
10/14/2019	KAP	Conducted legal research on LLC matter;	0.60 \$135.00
10/15/2019	KAP	Review of Holmes County title search and documents; Communications with Heather Encinosa and Evan Rosenthal	0.50 \$112.50
10/16/2019	EJR	Reviewed title report for Holmes County parcel on which proposed easement for utility facilities is located. In house conferences re: same. Email correspondence with Cliff Knauer re: same. Reviewed agenda materials for October 21 Board of Directors meeting.	1.75 \$393.75
10/16/2019	KAP	Communications on title with Heather Encinosa	0.20 \$45.00
10/17/2019	HJE	Call with GSG on project schedule	0.25 \$62.50
10/17/2019	EJR	Conference call with Heather Encinosa, GSG re: project schedule issues.	0.25 \$56.25
10/21/2019	EJR	Prepared for and attended October Authority Board meeting. Conference with Cliff Knauer, Krystal Strickland, Jim Town following meeting. Travel to and from Chipley.	4.00 \$900.00
10/22/2019	HJE	Conference with Evan Rosenthal	0.25 \$62.50
10/29/2019	EJR	Reviewed email correspondence from FDOT re: requested amendment to FDOT grant. Email correspondence with legal counsel for FDOT re: same.	0.40 \$90.00
Total Fees			\$3,633.75

DISBURSEMENTS

09/27/2019	Conference Call	24.99
10/10/2019	Attorneys' Title Fund Services, LLC: residential title search report	150.00

1009	79 Corridor Authority	Invoice# 42201	Page 3
10/15/2019	Attorneys' Title Fund Services, LLC: residential title search		275.00
10/21/2019	Evan Rosenthal: Travel Expense 10/21/19 160 miles @ .445/mile		71.20
10/31/2019	Copying Charges		18.50
Total Disbursements			\$539.69

BILLING SUMMARY

Encinosa, Heather J.	3.15	hrs	250.00	/hr	787.50
Parsons, Kerry A	2.20	hrs	225.00	/hr	495.00
Rosenthal, Evan J	10.45	hrs	225.00	/hr	2,351.25

TOTAL FEES	\$3,633.75
TOTAL DISBURSEMENTS	\$539.69
Total due this invoice	\$4,173.44

invoice PAGE 3

INVOICE NUMBER 28545253
 INVOICE DATE 10/19/2019
 ACCOUNT NO. 8783688
 DUE DATE 11/18/2019
 TAX ID
 AMOUNT DUE USD\$36.55

Conference Detail

MODERATOR 1179820 - Sarah Blalock				LOCATION TALLAHASSEE, FL											
BILLING REF# 1				BILLING REF# 2				BILLING REF# 3				BILLING REF# 4			
CONF. NO	COST CENTER	CONF. DATE	CONF. TITLE / NAME / ANI	TIME	SERVICE	ACCESS TYPE	PERSONS	UNITS	RATE	CHARGE	TAX	CALL TOTAL			
1274940	1009-17106	09/27/2019		1:55PM - 3:03PM	GLOBALMEET@ AUDIO	TOLL FREE	1	68	0.045/MIN	3.06	0.95				
		09/27/2019	14075808481	1:56PM - 3:03PM	GLOBALMEET@ AUDIO	TOLL FREE	1	67	0.045/MIN	3.02	0.94				
		09/27/2019	18502940749	1:56PM - 3:02PM	GLOBALMEET@ AUDIO	TOLL FREE	1	66	0.045/MIN	2.97	0.93				
		09/27/2019	18502244070	1:59PM - 3:03PM	GLOBALMEET@ AUDIO	TOLL FREE	1	64	0.045/MIN	2.88	0.90				
		09/27/2019	18502244070	2:01PM - 3:03PM	GLOBALMEET@ AUDIO	TOLL FREE	1	62	0.045/MIN	2.79	0.87				
		09/27/2019	12173041353	2:01PM - 2:31PM	GLOBALMEET@ AUDIO	TOLL FREE	1	30	0.045/MIN	1.35	0.42				
		09/27/2019	18509748815	2:02PM - 3:03PM	GLOBALMEET@ AUDIO	TOLL FREE	1	61	0.045/MIN	2.75	0.86				
		09/27/2019	12173041353	2:30PM - 2:35PM	GLOBALMEET@ AUDIO	TOLL FREE	1	5	0.045/MIN	0.23	0.07	24.99			
1274940	253-19085	10/10/2019	SARAH'S MEETING 18036229910	1:56PM - 2:19PM	GLOBALMEET@ AUDIO	TOLL FREE	1	23	0.0484/MIN	1.11	0.34				
		10/10/2019	18502244070	1:57PM - 2:19PM	GLOBALMEET@ AUDIO	TOLL FREE	1	22	0.0484/MIN	1.06	0.33				
		10/10/2019	12087558401	1:57PM - 2:19PM	GLOBALMEET@ AUDIO	TOLL FREE	1	22	0.0484/MIN	1.06	0.33				
		10/10/2019	14073839642	1:59PM - 2:19PM	GLOBALMEET@ AUDIO	TOLL FREE	1	20	0.0484/MIN	0.97	0.30	5.50			
TOTAL PRE-TAX 23.25		TOTAL USF/OTHER 7.24		TOTAL STATE TAX/OTHER 0.00		TOTAL MODERATOR CHARGES USD\$30.49									

MODERATOR 6922537 - Angela Matherne				LOCATION TALLAHASSEE, FL											
BILLING REF# 1				BILLING REF# 2				BILLING REF# 3				BILLING REF# 4			
CONF. NO	COST CENTER	CONF. DATE	CONF. TITLE / NAME / ANI	TIME	SERVICE	ACCESS TYPE	PERSONS	UNITS	RATE	CHARGE	TAX	CALL TOTAL			
4296502	020-00001	09/23/2019	ANGELA'S MEETING 19543153852	8:43AM - 8:52AM	GLOBALMEET@ AUDIO	TOLL FREE	1	9	0.045/MIN	0.41	0.13				
		09/23/2019	18502244070	8:44AM - 8:52AM	GLOBALMEET@ AUDIO	TOLL FREE	1	8	0.045/MIN	0.36	0.11	1.01			
4296502	020-00001	10/14/2019	ANGELA'S MEETING 18502244070	8:41AM - 9:03AM	GLOBALMEET@ AUDIO	TOLL FREE	1	22	0.0484/MIN	1.06	0.33				
		10/14/2019	19048857946	8:42AM - 9:03AM	GLOBALMEET@ AUDIO	TOLL FREE	1	21	0.0484/MIN	1.02	0.32	2.73			
TOTAL PRE-TAX 2.85		TOTAL USF/OTHER 0.89		TOTAL STATE TAX/OTHER 0.00		TOTAL MODERATOR CHARGES USD\$3.74									

MODERATOR 8783688 - Carol Lamb LOCATION TALLAHASSEE, FL

Attorneys' Title Fund Services, LLC
P.O. Box 628601
Orlando, FL 32862-8601



Invoice

Date: 10/10/2019
Number: 770675113

Nabors Giblin & Nickerson, P.A.
1500 Mahan Drive
Suite 200
Tallahassee, FL 32308

Customer Number: 1704501

For Product Questions: (800)327-7696
Processing Branch: 109

Order Date: October 7, 2019
Ordered By: KERRY PARSONS

File Number	Transactee	Client's File #	Class/Description	Amount
793523	2M Land Development LLC, a Florida limited liability company	1009-17106-A	Residential Title Search Report, Policy Intent: No (R07N)	\$150.00
Total				\$150.00

Total Due \$150.00

Address Searched: Douglas Ferry Road, Bonifay, FL 32425

Legal Searched: Northwest 1/4, North 1/2 of Southwest 1/4, and the portion of the Southwest 1/4 of Southwest 1/4, lying North of Highway 280, all in Section 19, Township 4 North, Range 14 West, Washington County, Florida. LESS AND EXCEPT Right of Way for State Road 79.

Invoice is due and payable upon receipt. To ensure proper credit, please accompany payments with the invoice to the above address. A charge of \$20.00 or 5% of the check, whichever is greater, will be applied to all returned checks.

Thank you for your business! Visit our website at www.thefund.com

Nabors, Giblin & Nickerson, P.A.
Expense Report

Client Number: 1009
Matter Number: 17106
As of: 10/31/19

Photocopies: 356 @ .20 - Total: \$71.20

Postage: Total \$0.00 See attached for postage details

Facsimile: 0 pages @ \$1.00/pg - Total \$0.00 See attached for fax details

Highway 79 Corridor Authority

Board Agenda Item

November 18, 2019

Item

CA 2

Other Items

Highway 79 Corridor Authority

Board Agenda Item

November 18, 2019

Item

FA 1 Monthly Financial Report

Attached is the financial report for the period ending 10/31/2019.

Staff will be contacting Washington County and Holmes County in December to request the second tranche of revenue sharing funds in accordance with the interlocal agreements signed in May and June 2019.

**HIGHWAY 79 CORRIDOR AUTHORITY
OPERATIONS
As of October 31, 2019**

	FY2020 Budget	FY2020 YTD Actuals	FY2020 Projection
OPERATING REVENUES			
Charges for Water Services	-	-	-
Charges for Wastewater Services	-	-	-
Special Assessment Revenue	-	-	-
Other, net	-	-	-
TOTAL OPERATING REVENUES	<u>-</u>	<u>-</u>	<u>-</u>
OPERATING EXPENSES			
Operating and management services	69,200	3,759	69,200
Other operating expenses	29,500	-	29,500
Professional Services	65,065	4,173	60,892
TOTAL OPERATING EXPENSES	<u>163,765</u>	<u>7,932</u>	<u>159,592</u>
NET OPERATING REVENUE (EXPENSE)	<u>(163,765)</u>	<u>(7,932)</u>	<u>(159,592)</u>
NON-OPERATING REVENUE (EXPENSE)			
Operating Grants and Contributions	100,000	-	100,000
Interest income	-	-	-
Miscellaneous Non-Operating, net	-	-	-
TOTAL NON-OPERATING REVENUE (EXPENSE)	<u>100,000</u>	<u>-</u>	<u>100,000</u>
CAPITAL CONTRIBUTIONS			
Impact Fees, net	-	-	-
Capital Grants	2,632,996	-	2,632,996
Capital Contributions	-	-	-
TOTAL CAPITAL CONTRIBUTIONS	<u>2,632,996</u>	<u>-</u>	<u>2,632,996</u>
OTHER TRANSFERS IN (OUT)			
Impact Fees (restricted)	-	-	-
Capital Grant/Contributions transfers out (restricted)	(2,632,996)	-	(2,632,996)
Renewal and Replacement Fund	-	-	-
TOTAL TRANSFERS IN (OUT)	<u>(2,632,996)</u>	<u>-</u>	<u>(2,632,996)</u>
Increase (decrease) in net position	<u>(63,765)</u>	<u>(7,932)</u>	<u>(59,592)</u>
Unrestricted Fund Balance - beginning of year	71,812	71,812	71,812
Unrestricted Fund Balance - end of year	8,048	63,880	12,220

	FY2019 Budget	FY2019 YTD Actuals	FY19 Projection
RESTRICTED FUNDS			
Sources			
DOT Capital Grant	811,535	-	811,535
DEO Capital Grant	1,821,461	-	1,821,461
Impact Fees	-	-	-
Renewal and Replacement	-	-	-
Total CIP Restricted Sources	<u>2,632,996</u>	<u>-</u>	<u>2,632,996</u>
Uses			
CP001: 2.3 Miles Water/Sewer Infrastructure	2,632,996	-	2,632,996
TBD line extensions (use impact fees)	-	-	-
TBD Renewal and Replacement Projects	-	-	-
Total CIP Restricted Uses	<u>2,632,996</u>	<u>-</u>	<u>2,632,996</u>
CIP Restricted Fund Balance, Beginning	-	-	-
CIP Restricted Fund Balance, Ending	-	-	-

**INTERLOCAL AGREEMENT BETWEEN THE HIGHWAY 79 CORRIDOR
AUTHORITY AND WASHINGTON COUNTY**

This Interlocal Agreement ("Agreement") is made and entered into this 15th day of May, 2019, between the Highway 79 Corridor Authority, an independent special district created pursuant to section 163.01(7)(g), Florida Statutes, hereinafter referred to as "Authority," and Washington County, Florida, a political subdivision of the State of Florida hereinafter referred to as "County," which parties may collectively be referred to as the "Parties."

WHEREAS, the Authority is an independent special district created by interlocal agreement between Washington County, Holmes County, and the City of Bonifay (collectively the "Member Governments") to foster and assist economic development and to facilitate the design, construction, installation, management, and operation of water and wastewater infrastructure improvements within a geographic area comprising portions of each of the three Member Governments (the "Project"), which Project will provide an economic development benefit to all such Member Governments, including the County, upon completion; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes permits "public agencies" as defined in Section 163.01(3)(b), Florida Statutes, to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 125.045, Florida Statutes, permits the governing body of a county to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure; and

WHEREAS, the primary purpose of the Authority is to design, construct, install, and operate the Project, which constitutes a local infrastructure improvement as contemplated within Section 125.045, Florida Statutes; and

WHEREAS, the planning documents prepared by the Highway 79 Corridor Planning Committee in preparation of the formation of the Authority and the Highway 79 Corridor Authority Activation Playbook called for the Member Governments to share certain revenues with the Authority in order to provide for the financial viability of the Authority and further the water and wastewater infrastructure project to be undertaken by the Authority; and

WHEREAS, the grant funds currently available to the Authority may not be utilized to fund most administrative expenses of the Authority, leaving the Authority without a funding source to cover such costs; and

WHEREAS, subsequent to its formation, the Authority has conducted an initial analysis of its projected administrative expenses and determined the initial minimum levels of revenue sharing necessary to fund the administrative functions of the Authority and has pursued an equitable method of funding such expenses through revenue sharing contributions from the Member Governments, as originally contemplated by the Highway 79 Corridor Planning Committee and the Highway 79 Corridor Authority Activation Playbook; and

WHEREAS, the Authority has a need for certain grant oversight and management services in connection with a grant between the Authority and the Florida Department of Transportation (“FDOT”) and the County has the capacity to provide such services to the Authority; and

WHEREAS, the County previously entered into Florida Job Growth Infrastructure Grant Agreement No. G0006 (the “DEO Grant”) with the Department of Economic Opportunity (“DEO”) to provide funding for the Project and the Parties desire to establish certain terms and conditions related to such grant; and

WHEREAS, the Authority previously entered into an interlocal agreement with the Washington County Clerk of Court (“Clerk”), pursuant to which the Clerk will provide certain financial management and other administrative services to the Authority, and in order to further assist the Authority with funding of non-grant eligible administrative expenses, the Parties wish to provide for the County to reimburse the Clerk for its actual costs incurred in providing such services to the Authority; and

WHEREAS, the Parties wish to enter into this Agreement concerning revenue sharing, grant management services, reimbursement of the Clerk, and the DEO Grant.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

Section 1. Recitals.

The Parties agree that the foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Revenue Sharing.

A. The Parties recognize and acknowledge that until the Project is completed and begins generating revenue for the Authority, the Authority is without means by which to generate funds to pay for its administrative expenses. The Parties further recognize and agree that the Highway 79 Corridor Planning Committee and the Highway 79 Corridor Authority Activation Playbook call for the Member Governments to contribute revenues to the Authority in order to provide for the Authority’s financial viability.

B. Initial Contribution. To fund the general administration of the Authority, the County shall pay the Authority Fifty Thousand Dollars (\$50,000.00) for fiscal year 2018-2019,

which funds shall be utilized by the Authority to fund its general administrative expenses. Within 30 days of the Effective Date of this Agreement, such funds shall be paid by the County to the Washington County Clerk of Court on the Authority's behalf, which provides financial services to the Authority.

C. Contribution for FY 2019-2020. No later than December 31, 2019, the County shall pay the Authority Fifty Thousand Dollars (\$50,000.00) for fiscal year 2019-2020, which funds shall be utilized by the Authority to fund its general administrative expenses. Such funds shall be paid by the County to the Washington County Clerk of Court on the Authority's behalf.

D. Subsequent Years. While nothing in this Agreement shall obligate the County to contribute additional funds to the Authority in future fiscal years beyond 2019-2020, the Parties agree to in good faith work together in future fiscal years to provide for the adequate funding of the Authority to facilitate the purposes for which the Authority was formed.

E. Reporting. In accordance with Section 125.045(4), Florida Statutes, the Authority shall annually submit a report to the County detailing how the funds subject to this Agreement were spent and detailing the status and results of the Authority's economic development efforts, including but not limited to the status of the Project. Upon receipt, the County shall annually file a copy of the report with the Office of Economic and Demographic Research and post a copy of such report to the County's website.

F. Reimbursement of Clerk. The Authority and the Clerk previously entered into an interlocal agreement dated April 8, 2019, attached hereto as Exhibit "A" (the "Clerk's Interlocal"), pursuant to which the Clerk agreed to perform certain services for the Authority including financial management, keeping minutes of Authority Board meetings, budget tracking, and other services as described in such agreement, and the Authority agreed to reimburse the Clerk for its actual costs incurred in providing such services. In addition to the County's payment of the funds to the County for general administrative expenses as provided in paragraphs B and C of this Section, the County shall reimburse the Clerk for its actual costs incurred in providing services to the Authority under the Clerk's Interlocal. Upon receipt of any invoices for services performed by the Clerk, the Authority shall promptly forward same to the County for payment. Any funds paid by the County to the Clerk on behalf of the Authority shall be included in the report prepared by the Authority pursuant to paragraph E of this Section.

Section 3. Grant Management; Reimbursement of Washington County Clerk.

A. The County shall provide comprehensive grant management, oversight, accounting, reporting, tracking, and related grant services on behalf of the Authority relating to that certain State Funded Grant Agreement between the Authority and FDOT for \$900,000.00, FPN No. 441500-2-54-01, attached hereto as Exhibit "B" (the "FDOT Grant"). In the event an audit of the FDOT Grant is required pursuant to the terms of such grant or state law, the Authority shall be responsible for procuring an auditor in accordance with state law and the County shall cooperate with the auditor selected by the Authority in its conduct of such audit.

Section 4. Administration of DEO Grant Agreement.

A. The Parties recognize and agree that in February 2018, the County entered into Florida Job Growth Infrastructure Grant Agreement No. G0006 with the Department of Economic Opportunity for up to \$1,821,461.00, attached hereto as Exhibit "C" (the "DEO Grant"), in order to facilitate the construction of the Project, which Project will primarily be implemented, overseen, and managed by the Authority. The purpose of this Section is to establish the procedures pursuant to which grant-eligible services shall be procured, performed, and reimbursed and the respective responsibilities of the Parties related to the DEO Grant.

B. Responsibilities of Authority. The Authority shall perform the following in relation to the DEO Grant:

1. Procure grant-eligible goods and services in accordance with Florida law, the terms of the DEO Grant, and the Authority's purchasing policy.
2. Manage and oversee the design, construction, and implementation of the Project, including but not limited to the management of all engineering, construction management, construction services, and all other consultant services provided in connection with same.
3. Ensure actual payment of all contractors providing grant-eligible services in accordance with the terms of the DEO Grant prior to seeking grant reimbursement, unless otherwise permitted by DEO.
4. Transmit reimbursement requests to the County as grant-eligible costs are incurred for eventual transmittal to DEO.
5. Ensure sufficient supporting documentation is submitted in accordance with each request for grant reimbursement (invoices, cancelled checks, photographs etc.) as may be required pursuant to the DEO Grant.
6. Cooperate with and assist the County as necessary with respect to any grant-related audits and other grant-related accounting and reporting requirements.
7. At the request of the County, provide the County with written and/or verbal reports on the status of the Project.
8. At the request of the County or DEO, provide access to the Project site if requested.
9. Communicate with DEO as required over the life of the DEO Grant.

C. Responsibilities of the County. The County shall perform the following in relation to the DEO Grant:

1. Upon receipt of reimbursement requests from the Authority, the County shall track and account for such reimbursement requests in relation to the reimbursement schedule established in the DEO Grant. Thereafter, upon reaching any required threshold for reimbursement provided in the schedule set forth in the DEO Grant, and in accordance with all invoicing requirements contained therein, the County shall submit an invoice for reimbursement to DEO in such format as DEO may require for processing and payment.

2. Upon actual receipt of grant funds from DEO, timely remit same to the Authority via the Washington County Clerk of Court or such other person or entity as designated in writing for the receipt of grant funds by the Authority.
3. Provide comprehensive grant management, oversight, accounting, reporting, tracking, and related grant services related to the DEO Grant.
4. Provide for any audits required pursuant to the DEO Grant and/or Florida law (including procurement of audit services pursuant to Florida law).
5. At the request of the Authority, provide the Authority with written and/or verbal reports on the status of the DEO Grant.
6. Communicate with DEO as required over the life of the DEO Grant.

C. Grant Administrators.

1. The County hereby appoints [TO COME] as its Grant Administrator, who shall have primary responsibility for the County's performance of its responsibilities under this Agreement and shall serve as the primary point of contact. The Grant Administrator shall also serve as the individual to whom which all reimbursement requests shall be directed.

2. The Authority hereby appoints the Authority General Manager as its Grant Administrator, who shall have primary responsibility for the Authority's performance of its responsibilities under this Agreement and shall serve as the primary point of contact.

D. Timing. The Parties recognize and agree that because of the reimbursement nature of the DEO Grant and to ensure compliance with Florida law including the provisions of Chapter 218, Part IV, the "Local Government Prompt Payment Act," time is of the essence with respect to the submission of reimbursement requests and the transmittal of funds received from DEO pursuant to same.

Section 5. Modifications

This Agreement may not be amended or modified without the prior written consent of the Parties. Such amendments or modifications shall be in the form of a written amendment executed by both Parties.

Section 6. Relationship of the Parties

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

Section 7. No Third Party Beneficiaries

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their agents and affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

Section 8. Notices

All notices to be provided hereunder shall be in writing and given by personal service, electronic mail, or mailing the same by United States mail and postage prepaid or a nationally recognized overnight carrier, addressed as follows:

If to Authority to:

[INSERT GRANT ADMINISTRATOR CONTACT INFO]

If to County to:

[INSERT GRANT ADMINISTRATOR CONTACT INFO]

All notices shall be deemed delivered two days following the date on which they are deposited in the mail or 24 hours after being sent via electronic mail. Nothing herein shall be construed as to prohibit communication by the Parties as to routine matters by other means.

Section 9. Indemnification

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

Section 10. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

Section 11. No Assignment

This Agreement shall not be assignable by either Party.

Section 12. Effective Date, Term, Termination

The term of this Agreement shall commence on the date it is executed by the last party to sign the Agreement (the "Effective Date") and shall continue for four (4) years from such date, or until construction of the Project is completed and all funds have been expended under the

DEO Grant, whichever is earlier. This Agreement may be terminated with or without cause by either party to the Agreement by providing at least ninety (90) days prior written notice to the other party.

Section 13. Dispute Resolution

As a condition precedent to a Party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of nonbinding alternative dispute resolution with a qualified third party acceptable to both Parties. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement. This remedy is supplemental to any other remedies available at law.

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising with respect to this Agreement is subject to the laws of Florida, venue in Washington County, Florida.

Section 14. Entire Agreement

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 15. Filing

A copy of this Agreement shall be filed with the Clerk of the Circuit Court of Washington County, Florida, in accordance with the requirements of section 163.01(11), Florida Statutes.

Section 16. Multiple Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by the Chairman of the Washington County Board of County Commissioners on behalf of the County, and on behalf of the Authority by the Chairman of the Authority Board of Directors.

WASHINGTON COUNTY

HIGHWAY 79 CORRIDOR AUTHORITY

By: 
Tray Hawkins, Chairman


By: 
Tray Hawkins, Chairman

Date: 5/15/19

Date: 5/15/19

ATTEST:

ATTEST

By: 

By: 

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____

By: 
Heather J. Encinosa, Esq.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by the Washington County Clerk of Court, and on behalf of the Authority by the Chairman of the Board of Directors.



HIGHWAY 79 CORRIDOR AUTHORITY

By: [Signature]
Tray Hawkins, Chairman

Date: 9/18/19

ATTEST:

ATTEST

By: [Signature]

By: [Signature]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]

By: [Signature]
Heather J. Encinosa, Esq.

By: _____

**INTERLOCAL AGREEMENT BETWEEN THE HIGHWAY 79 CORRIDOR
AUTHORITY AND HOLMES COUNTY**

This Interlocal Agreement ("Agreement") is made and entered into this 11th day of June, 2019, between the Highway 79 Corridor Authority, an independent special district created pursuant to section 163.01(7)(g), Florida Statutes, hereinafter referred to as "Authority," and Holmes County, Florida, a political subdivision of the State of Florida hereinafter referred to as "County," which parties may collectively be referred to as the "Parties."

WHEREAS, the Authority is an independent special district created by interlocal agreement between Washington County, Holmes County, and the City of Bonifay (collectively the "Member Governments") to foster and assist economic development and to facilitate the design, construction, installation, management, and operation of water and wastewater infrastructure improvements within a geographic area comprising portions of each of the three Member Governments (the "Project"), which Project will provide an economic development benefit to all such Member Governments, including the County, upon completion; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163, Florida Statutes permits "public agencies" as defined in Section 163.01(3)(b), Florida Statutes, to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 125.045, Florida Statutes, permits the governing body of a county to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure; and

WHEREAS, the primary purpose of the Authority is to design, construct, install, and operate the Project, which constitutes a local infrastructure improvement as contemplated within Section 125.045, Florida Statutes; and

WHEREAS, the planning documents prepared by the Highway 79 Corridor Planning Committee in preparation of the formation of the Authority and the Highway 79 Corridor Authority Activation Playbook called for the Member Governments to share certain revenues with the Authority in order to provide for the financial viability of the Authority and further the water and wastewater infrastructure project to be undertaken by the Authority; and

WHEREAS, the grant funds currently available to the Authority may not be utilized to fund most administrative expenses of the Authority, leaving the Authority without a funding source to cover such costs; and

WHEREAS, subsequent to its formation, the Authority has conducted an initial analysis of its projected administrative expenses and determined the initial minimum levels of revenue sharing necessary to fund the administrative functions of the Authority and has pursued an equitable method of funding such expenses through revenue sharing contributions from the Member Governments, as originally contemplated by the Highway 79 Corridor Planning Committee and the Highway 79 Corridor Authority Activation Playbook; and

WHEREAS, the Parties wish to enter into this Agreement concerning revenue sharing.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

Section 1. Recitals.

The Parties agree that the foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Revenue Sharing.

A. The Parties recognize and acknowledge that until the Project is completed and begins generating revenue for the Authority, the Authority is without means by which to generate funds to pay for its administrative expenses. The Parties further recognize and agree that the Highway 79 Corridor Planning Committee and the Highway 79 Corridor Authority Activation Playbook call for the Member Governments to contribute revenues to the Authority in order to provide for the Authority's financial viability.

B. Initial Contribution. To fund the general administration of the Authority, the County shall pay the Authority Fifty Thousand Dollars (\$50,000.00) for fiscal year 2018-2019, which funds shall be utilized by the Authority to fund its general administrative expenses. Within 30 days of the Effective Date of this Agreement, such funds shall be paid by the County to the Washington County Clerk of Court on the Authority's behalf, which provides financial services to the Authority.

C. Contribution for FY 2019-2020. No later than December 31, 2019, the County shall pay the Authority Fifty Thousand Dollars (\$50,000.00) for fiscal year 2019-2020, which funds shall be utilized by the Authority to fund its general administrative expenses. Such funds shall be paid by the County to the Washington County Clerk of Court on the Authority's behalf.

D. Subsequent Years. While nothing in this Agreement shall obligate the County to contribute additional funds to the Authority in future fiscal years beyond 2019-2020, the Parties agree to in good faith work together in future fiscal years to provide for the adequate funding of the Authority to facilitate the purposes for which the Authority was formed.

E. Reporting. In accordance with Section 125.045(4), Florida Statutes, the Authority shall annually submit a report to the County detailing how the funds subject to this Agreement were spent and detailing the status and results of the Authority's economic

development efforts, including but not limited to the status of the Project. Upon receipt, the County shall annually file a copy of the report with the Office of Economic and Demographic Research and post a copy of such report to the County's website.

Section 3. Modifications

This Agreement may not be amended or modified without the prior written consent of the Parties. Such amendments or modifications shall be in the form of a written amendment executed by both Parties.

Section 4. Relationship of the Parties

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

Section 5. No Third Party Beneficiaries

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their agents and affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

Section 6. Notices

All notices to be provided hereunder shall be in writing and given by personal service, electronic mail, or mailing the same by United States mail and postage prepaid or a nationally recognized overnight carrier, addressed as follows:

If to Authority to:

Evan Rosenthal
1500 Mahan Dr Ste 200
Tallahassee, FL 32308
erosenthal@ngnlaw.com

If to County to:

[TO COME]

All notices shall be deemed delivered two days following the date on which they are deposited in the mail or 24 hours after being sent via electronic mail. Nothing herein shall be construed as to prohibit communication by the Parties as to routine matters by other means.

Section 7. Indemnification

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, F.S.

Section 8. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

Section 9. No Assignment

This Agreement shall not be assignable by either Party.

Section 10. Effective Date, Term, Termination

The term of this Agreement shall commence on the date it is executed by the last party to sign the Agreement (the "Effective Date") and shall continue for four (4) years from such date, or until construction of the Project is completed and all funds have been expended under the DEO Grant, whichever is earlier. This Agreement may be terminated with or without cause by either party to the Agreement by providing at least ninety (90) days prior written notice to the other party.

Section 11. Dispute Resolution

As a condition precedent to a Party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of nonbinding alternative dispute resolution with a qualified third party acceptable to both Parties. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement. This remedy is supplemental to any other remedies available at law.

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising with respect to this Agreement is subject to the laws of Florida, venue in Washington County, Florida.

Section 12. Entire Agreement

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 13. Filing

A copy of this Agreement shall be filed with the Clerk of the Circuit Court of Washington County, Florida, in accordance with the requirements of section 163.01(11), Florida Statutes.

Section 14. Multiple Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by the Chairman of the Holmes County Board of County Commissioners on behalf of the County, and on behalf of the Authority by the Chairman of the Authority Board of Directors.

HOLMES COUNTY

HIGHWAY 79 CORRIDOR AUTHORITY

By: _____

[Handwritten Signature]
Chairman

By: _____

[Handwritten Signature]
Tray Hawkins, Chairman

Date: 06/11/2019

Date: 5/13/19

ATTEST:

ATTEST

By: _____

[Handwritten Signature]
Cecilia Vickers

By: _____

[Handwritten Signature]
Lona C. Hall

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

[Handwritten Signature]

By: _____

[Handwritten Signature]
Heather J. Encinosa, Esq.

Highway 79 Corridor Authority

Board Agenda Item

November 18, 2019

Item

FA 2 Preparation of Competitive Solicitation for Construction

Competitive Procurement Policy

According to the Authority's procurement policy, any purchases over \$20,000 must be competitively procured with Board approval.

The construction and installation of the water and wastewater infrastructure will be solicited as an Invitation to Bid (ITB).

Board Role in Bid Review – Board Direction Requested

Staff is seeking Board direction regarding the solicitation and ranking process. Several options related to the structuring of the solicitation/ranking process are presented below.

Option 1: General Manager can rank and make a recommendation, bringing the three top reasonable responses to the Board for review and direction. The General Manager would include assistance from the Engineer, legal and our capital project management personnel.

Option 2: All Board Members can review all responses, rank them individually, and present their findings at a public board meeting.

Option 3: The Board can create a selection committee who will review the responses individually, and then who will hold a special meeting to discuss and rank the responses and then bring their recommendation to the Board for a vote.

Option 4: Any other preferences or recommendations.

Invitation to Bid Draft – Board Direction Requested

Staff recommends the Board direct general counsel to work with the engineer and manager to bring a draft Invitation to Bid (ITB) to the January 2020 Board Meeting, contingent upon successful finalization of design plans.

Highway 79 Corridor Authority

Board Agenda Item

November 18, 2019

Item

OP 1 Engineering Progress Report

This will be provided as a verbal update.

Highway 79 Corridor Authority

Board Agenda Item

November 18, 2019

Item

OP 2

Other Items

Highway 79 Corridor Authority

Board Agenda Item

November 18, 2019

Item

SM 1 Board Direction for System Operations and Maintenance

When the water lines and wastewater collection system are installed, the Highway 79 Corridor Authority will need the water and wastewater systems to be maintained and operated. Meters must be installed for billing, pressures need to be monitored, parts periodically need replacing. Operations and maintenance are part of the core basis for setting rates to the Authority's customers.

The system manager requests formal direction from the Board regarding operations and maintenance of the wastewater collection system.

The Authority has previously discussed the potential for the City of Bonifay to operate and maintain some or all of the components of the Authority's system. Alternatively, the Authority could solicit proposals from outside firms or pursue other options as the Board may direct.

Recommendation

Staff respectfully recommend permission to begin negotiating an operating and maintenance agreement with the Board's preferred provider.

Board Action

Moved by:

Seconded by:

Action Taken:

Highway 79 Corridor Authority

Board Agenda Item

November 18, 2019

Item

SM 2 Board Direction for Negotiation of Bulk Water/Wastewater Rates

After the water and wastewater infrastructure is constructed and installed, treated water will need to be purchased from the City of Bonifay for distribution to customers. Likewise, wastewater will need to be treated at the City of Bonifay's wastewater treatment plant.

The system manager requests formal direction and permission from the Board to begin the dialogue with the City of Bonifay regarding bulk water and wastewater rates.

While we do not currently have enough information to formally negotiate long-term rate agreements, we do feel it is critical to open such discussions now.

The goals of the initial discussions are to understand the City's needs and expectations regarding our future rate agreements.

The rates the Authority pays to purchase water and wastewater treatment are also part of the core basis for setting rates to Authority customers.

At such point when adequate details are attained, it may become advisable for the Authority to engage its own rate consultant to make a recommendation regarding the bulk rates to be paid by the Authority. In such event, the System Manager will bring an item before the Board for its consideration at a future meeting.

Recommendation

Staff respectfully request authorization to begin negotiating bulk water and wastewater purchasing agreements with the City of Bonifay.

Board Action

Moved by:

Seconded by:

Action Taken:

Highway 79 Corridor Authority

Board Agenda Item

November 18, 2019

Item

SM 3 Cancellation of December 2019 Board Meeting

Currently, a Board of Directors meeting is scheduled for December 9, 2019. Due to the proximity of the meeting date to the holiday season and in an effort to reduce costs, staff proposes cancellation of the December meeting.

Staff does not anticipate any critical items requiring Board action in December. Further, if any items arise requiring Board action between now and January, a special meeting can be called.

Recommendation

Staff recommends cancelling the December 9, 2019 Board Meeting.

Budget Impact

N/A

Board Action

Moved by:

Seconded by:

Action Taken:

Highway 79 Corridor Authority

Board Agenda Item

November 18, 2019

Item

SM 4 2020 Board Meeting Calendar

Attached is the proposed Public Meeting Schedule for the Highway 79 Corridor Authority Board of Directors for the calendar year 2020.

Once the attached meeting schedule is approved, the System Manager will publish the proposed meeting dates in accordance with Florida Statute.

The dates on this schedule were confirmed to exclude any major holidays.

Recommendation

Staff recommend adoption of the attached Highway 79 Corridor Authority Board of Directors 2020 Public Meeting Schedule.

Budget Impact

N/A

Board Action

Moved by:

Seconded by:

Action Taken:

**HIGHWAY 79 CORRIDOR AUTHORITY
BOARD OF DIRECTORS
2020 PUBLIC MEETING SCHEDULE**

The Highway 79 Corridor Authority (the "Authority") announces twelve (12) public meetings to which all interested persons are invited. The Authority is a legal entity and public body created pursuant to the provisions of Section 163.01, Florida Statutes, and an Interlocal Agreement among the City of Bonifay, Florida; Holmes County, Florida; and Washington County, Florida. The meetings will be held at the following dates, times and locations:

Meeting Date and Time	Meeting Location
Monday, January 13, 2020 10:00 a.m., CST	Washington County Annex, 1331 South Boulevard, Chipley, Florida
Monday, February 10, 2020 10:00 a.m., CST	Washington County Annex, 1331 South Boulevard, Chipley, Florida
Monday, March 9, 2020 10:00 a.m., CST	Washington County Annex, 1331 South Boulevard, Chipley, Florida
Monday, April 13, 2020 10:00 a.m., CST	Washington County Annex, 1331 South Boulevard, Chipley, Florida
Monday, May 11, 2020 10:00 a.m., CST	Washington County Annex, 1331 South Boulevard, Chipley, Florida
Monday, June 8, 2020 10:00 a.m., CST	Washington County Annex, 1331 South Boulevard, Chipley, Florida
Monday, July 13, 2020 10:00 a.m., CST	Washington County Annex, 1331 South Boulevard, Chipley, Florida
Monday, August 10, 2020 10:00 a.m., CST	Washington County Annex, 1331 South Boulevard, Chipley, Florida
Monday, September 14, 2020 10:00 a.m., CST	Washington County Annex, 1331 South Boulevard, Chipley, Florida
Monday, October 19, 2020 10:00 a.m., CST	Washington County Annex, 1331 South Boulevard, Chipley, Florida
Monday, November 9, 2020 10:00 a.m., CST	Washington County Annex, 1331 South Boulevard, Chipley, Florida
Monday, December 14, 2020 10:00 a.m., CST	Washington County Annex, 1331 South Boulevard, Chipley, Florida

If a person decides to appeal any decision made by the Authority with respect to any matter considered at the meetings, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in these meetings should contact the Washington County BoCC Administrative Office at (850) 638-6200, at least three (3) business days prior to the date of the meeting. If you have any questions, please contact Jeff Massey, the Washington County Administrator at (850) 638-6200.

Highway 79 Corridor Authority

Board Agenda Item

November 18, 2019

Item

SM 5

Other Items

Proposed next steps by Month:

November - December 2019 – Complete Easements. Finalize design plans and construction schedule with final easements and rights of way.

December 2019 – Finalize master project schedule. Submit permit applications (with easements) to DEP.

January 2020 – Present master project schedule to the Board. Review a draft Invitation to Bid. Attain DEP permits by end of January.

February 2020* – Release the Invitation to Bid to the public.

March/April 2020* – Bid response reviews and selection.

Grant agreement states we must release construction procurement documents to the public by October 2020.

*Release of procurement documents and subsequent vendor selection are contingent upon 1) finalization of design plans and attainment of necessary easements; 2) attainment of DEP permits; and 3) Board approval of the master project schedule which will include milestones for construction, operating and maintenance contracts, rate agreements, and other legal and financial milestones.

Highway 79 Corridor Authority

Board Agenda Item

November 18, 2019

Item

GC 1

Other Items

Highway 79 Corridor Authority

Board Agenda Item

November 18, 2019

Item

BD 1

Other Items
