



Highway 79 Corridor Authority
Board of Directors Meeting

Bonifay City Hall

301 N. Etheridge St.

Bonifay, Florida

Monday, February 10, 2020, 11:30 a.m.

Highway 79 Corridor Authority Board of Directors Meeting Agenda

Monday, February 10, 2020 – 11:30 a.m.

Bonifay City Hall

301 N. Etheridge Street

Bonifay, FL 32425

- I - Call to Order**
- II - Invocation**
- III - Pledge of Allegiance**
- IV - Public Comment**
- V - Minutes**
 - M 1** Approval of the January 13, 2020 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 January 31, 2020
 - FA 2** Other Items
- VIII - Operations**
 - OP 1** Engineering Progress Report
 - OP 2** Other Items
- IX - System Manager**
 - SM 1** Rate Consultant Procurement
 - SM 2** Other Items
- X - General Counsel**
 - GC 1** Acceptance of Easements
 - GC 2** Other Items
- XI - Board Items**
 - BD 1** Other Items

Highway 79 Corridor Authority

Board Agenda Item

February 10, 2020

Item

M 1 **Approval of the January 13, 2020 Board Meeting Minutes**

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

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

Authority Chairman Hawkins (Washington County); Director Erickson (Holmes County); Director Brooks (City of Bonifay) – All members were present. Also in attendance were Robert Sheets, GSG, Krystal Strickland, GSG, Rob Dixon, GSG, Lora C. Bell, Clerk, Risha Brantley, Deputy Clerk and Attorney Rosenthal, Nabors Giblin & Nickerson P.A.

- IV. Public Comment – None

- V. Minutes – M1 Approval of the November 18, 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)

Chairman Hawkins confirmed that the invoices were for general counsel and management.

The invoices are listed below:

- Nabors Giblin & Nickerson P.A. - \$3,505.35
- Nabors Giblin & Nickerson P.A. - \$1,530.00
- Government Services Group - \$3,067.00
- Government Services Group - \$ 840.00
- Government Services Group - \$2,594.00
- Government Services Group - \$ 688.00

- VII. Finance and Administration

- FA 1 Finance Report: YTD Budget vs. Actuals through December 31, 2019

Krystal Strickland informed the board the YTD expenditures are in line with the budget. There is an unrestricted fund balance of \$14,000.00.

A budget amendment will be provided at the next meeting to cover the expense for a rate consultant.

- VIII. Operations

OP 1 Master Timeline – Rob Dixon, GSG updated the board on the projected timeline of the project. Once the permits are received, the next step is to advertise for bids, which is estimated around May. The bids should be opened around June, with a recommendation being brought before the board around July. Dewberry has estimated a 9-month construction timeframe, which would mean a completion date around June/July 2021.

Director Erickson suggested that a ground breaking should be scheduled.

Chairman Hawkins suggested that the ground breaking should be scheduled in the range of March through the beginning of April.

Krystal Strickland informed the board that prior to the first customer being established, agreements should be in place defining who is in charge of operations and management. The bulk water purchasing agreement and the bulk waste water purchasing agreement should be finalized.

It would be beneficial for the three entities to meet in a planning workshop in order to discuss basic goals, confirm responsibilities of the Authority and the City of Bonifay, as well as have discussion with the rate consultant.

The rate consultant would review all fees.

The initial meeting should be with the Authority and the City of Bonifay in order to establish the ground rules.

It was suggested that this meeting be held at the City of Bonifay.

The second meeting would include the rate consultant as well as each board.

PAEC or the Vocational School should be contacted for the use of their conference room for the second meeting.

Cliff Knauer, Dewberry provided two sets of plans at 60% to GSG. A redesign has been done from the Holmes County line north, due to the land owner refusing to agree to give 20' of right-of-way. He did however agree to give a 50 x 50 easement for the pump station.

A meeting was held last week with Mr. Howell, owner of property that is located south of the Holmes County line. He has agreed to the 20' easement and 40 x 40 for the pump station. Mr. Howell is prepared to sign the legal once it has been prepared.

Mr. Howell requested that a stub be put out on a couple of the man holes.

It is currently in the plans for a 6' force main to go in front of the prison. There is a 12' water line that goes to CR 280, which would provide 1,500 gallons per minute of fire flow at the last fire hydrant, which is what is required for commercial development. The 6' and 10' force main would be buried at the same time and the 10' force main is included to be stubbed out at Thomas Drive for future connections.

Amir Zafar, on behalf of the City of Bonifay suggested that a 6' is too large and suggested to use a 4'. This needs to be resolved with the city engineer.

It is Dewberry's recommendation to proceed with the 6'.

The access roads are permitted by DOT, who is waiting for the submission of the plans in order to issue the full permit in the DOT right-of-way.

After GSG reviews the plans they will be submitted to DOT.

Amir Zafar has suggested that the flow at the pump station in front of the prison should be 25 gallons per minutes.

The discharge isn't directly to the pump station, but 2,000' of gravity sewer, which has a tremendous amount of capacity.

A meeting will be set up with Amir Zafar, Director Brooks and Cliff Knauer to address any concerns.

IX. System Manager – Robert Sheets addressed the board.

SM 1 Retain Raftelis as a rate consultant – Three quotes will be requested.

Director Brooks offered a motion, seconded by Director Erickson to issue authority to the general manager to initiate the procurement process for a rate consultant.

SM 2 Status Update: Operating, Maintenance and Customer Service & Billing Agreement(s) – Robert Sheets informed the board that the City of Bonifay has been provided a draft of a customer service agreement. A meeting will be held today regarding the agreement.

SM 3 Status Update: Bulk Water Agreement

SM 4 Status Update: Bulk Wastewater Agreement

Robert Sheets informed the board that the City of Bonifay has been provided drafts of both agreements.

General Counsel

GC 1 - Status Update: Easement Update – Attorney Rosenthal informed the board that an agreement is in place with Providence, LLC, however they are awaiting the signed documents.

Once the documents are signed they will be brought before the board.

GC 2 - Amendment to FDOT Grant Agreement – Attorney Rosenthal informed the board that the amendment will clarify that the Authority will own the facilities upon completion.

Director Erickson offered a motion, seconded by Director Brooks and carried to approve the amendment of the FDOT Grant agreement as well as resolution 20-21 giving authorization to sign.

Krystal Strickland requested approval to pay the DEP application fee for \$250.00 and \$650.00. Director Erickson, Director Brooks (Motion Carried)

Director Erickson offered a motion to adjourn.

Date Minutes Approved

Highway 79 Corridor Authority

Board Agenda Item

February 10, 2020

Item

CA 1 **List of Invoices to be Paid**

Attached is a list of invoices to be approved for payment.

Recommendation

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

Board Action

Moved by:

Seconded by:

Action Taken:



02/10/2020 INVOICES FOR PAYMENT APPROVAL

Operating Invoices

Invoice Date	Vendor Name	Invoice #	Invoice Amount	DESCRIPTION	PO Number	Invoice Rece
1/4/2020	NGN	42460	\$ 686.25	General Counsel December 2019 Grant		1/9/2020
1/4/2020	NGN	42459	\$ 292.35	General Counsel December 2019		1/9/2020
\$978.60 TOTAL OPERATING EXPENDITURES						

Reimbursable Invoices

Invoice Date	Vendor Name	Invoice #	Invoice Amount	DESCRIPTION	PO Number	Invoice Rece
10/24/2019	Dewberry Engineering	1754057	\$ 46,785.00	Dewberry WA 19-01 Engineering Design September 2019	20190002	10/25/2019
11/22/2019	Dewberry Engineering	1758556	\$ 27,125.00	Dewberry WA 19-01 Engineering Design October 2019	20190002	11/22/2019
12/18/2019	Dewberry Engineering	1770112	\$ 2,250.00	Dewberry WA 19-01 Engineering Design November 2019	20190002	12/24/2019
\$76,160.00 TOTAL CAPITAL (REIMBURSABLE) EXPENDITURES						

\$77,138.60 GRAND TOTAL

\$124,433.73 Bank Balance




PAYMENT APPROVAL VOUCHER

Vendor Name NGN Check# _____
 Vendor # _____ Check Date _____
 Invoice # 19138 42460 JD Invoice Rec'd
 Invoice Date 1/4/2020 Date 1/9/2020
 Work Performed 12/1/2019-12/31/2019
 PO# _____
 Amount \$ 686.25

Invoice Short Description:
79 Corridor Authority - Grant Eligible

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

_____ Date _____


System Manager Approval

1/9/2020
Date


Finance Manager Approval
(Budget Available and Account Coding Correct)

Jan 09, 2020
Date

Effective Date 12/31/2019
Fiscal Year 2020
Period 3

HWY 79 CORRIDOR AUTHORITY GL CODING
Org 40160600 FDOT Grant
Object 536653 Legal & Permitting
Project 1
\$Amount \$ 686.25

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

TOTAL \$ 686.25

**Nabors
Giblin &
Nickerson** P.A.
ATTORNEYS AT LAW
Post Office Box 11008
Tallahassee, Florida 32302
Telephone: (850) 224-4070

RECEIVED
JAN 09 2020
BY: *J. DeVito*

January 4, 2020
Bill through 12/31/2019
Invoice# 1009 19138 42460 HJE

Government Services Group
Attn: Krystal Strickland
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308

Re: 79 Corridor Authority - Grant Eligible

PROFESSIONAL SERVICES

			<u>Hours</u>	<u>Amount</u>
12/02/2019	HJE	Review correspondence on easements; Conference with Evan Rosenthal	0.40	\$100.00
12/04/2019	HJE	Conference with Evan Rosenthal on easement negotiations for project	0.50	\$125.00
12/04/2019	EJR	Multiple calls with Cliff Knauer re: acquisition of easements for project. Multiple email correspondence with property owner re: same. In house conference re: same. Multiple email correspondence with property owner re: same.	1.00	\$225.00
12/06/2019	EJR	Call with Jim Town re: status of easement acquisitions. Call with Krystal Strickland re: same.	0.30	\$67.50
12/13/2019	EJR	Telephone call with Mike Howell re: easement for lines/lift station, email correspondence with Jim Town re: same. Call with Jim Town re: same. Call with Cliff Knauer re: same.	0.75	\$168.75

Total Fees

\$686.25

BILLING SUMMARY

Encinosa, Heather J.	0.90	hrs	250.00	/hr	225.00
Rosenthal, Evan J	2.05	hrs	225.00	/hr	461.25

TOTAL FEES

\$686.25

Total due this invoice

\$686.25



PAYMENT APPROVAL VOUCHER

Vendor Name NGN

Check#

Vendor #

Check Date

Invoice # ~~17106~~ 4245950

Invoice Rec'd

Invoice Date 1/4/2020

Date 1/9/2020

Work Performed 12/1/2019-12/31/2019

PO#

Amount \$ 292.35

Invoice Short Description:

General Counsel for December 2019

N/A

Construction Administrator Approval
(Deliverable Received is Satisfactory)

Date


System Manager Approval

1/9/2020
Date


Finance Manager Approval
(Budget Available and Account Coding Correct)

Jan 9, 2020
Date

Effective Date 12/31/2019
Fiscal Year 2020
Period 3

HWY 79 CORRIDOR AUTHORITY GL CODING
Org 40100300 *Operating*
Object 536310 Legal
Project 1
\$Amount \$ 292.35

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

TOTAL \$ 292.35

**Nabors
Giblin &
Nickerson** P.A.
ATTORNEYS AT LAW
Post Office Box 11008
Tallahassee, Florida 32302
Telephone: (850) 224-4070

RECEIVED
JAN 09 2020
BY: *J. DeVeto*

January 4, 2020
Bill through 12/31/2019
Invoice# 1009 17106 42459 HJE

Government Services Group
Attn: Krystal Strickland
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308

Re: 79 Corridor Authority - General

PROFESSIONAL SERVICES

			<u>Hours</u>	<u>Amount</u>
12/18/2019	EJR	Call with Krystal Strickland re: Bonifay bulk agreement, other matters.	0.25	\$56.25
12/19/2019	EJR	Working Group conference call re: various Authority matters.	1.00	\$225.00
Total Fees				\$281.25

DISBURSEMENTS

12/31/2019	Copying Charges	7.50
12/31/2019	Postage	3.60
Total Disbursements		\$11.10

BILLING SUMMARY

Rosenthal, Evan J	1.25	hrs	225.00	/hr	281.25
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TOTAL FEES	\$281.25
TOTAL DISBURSEMENTS	\$11.10
Total due this invoice	\$292.35

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

Client Number: 1009
Matter Number: 17106
As of: 12/31/19

Photocopies: 30 @ .25 - Total: \$7.50

Postage: Total \$3.60 See attached for details

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

Nabors, Giblin & Nickerson P.A. Phones_Postage Detail

Date Range
From: 2019-12-01 00:00
To: 2019-12-31 23:59

1009-17106 79 Corridor Authority / Re: 79 Corridor Authority - General:

Disbursement Transaction(s)

Beneficiary	Date	Time	Unit ID	Description	Disbursement Name	Gross Charges	Net Charges	Status
Sarah Blalock	12/17/2019	16:37	TALCOP02		Postage	1.80	1.80	Billed
Sarah Blalock	12/17/2019	16:38	TALCOP02		Postage	1.80	1.80	Billed
Transtotals for Disbursement:						3.60	3.60	
Totals For 1009-17106 79 Corridor Authority / Re: 79 Corridor Authority - General:						3.60	3.60	

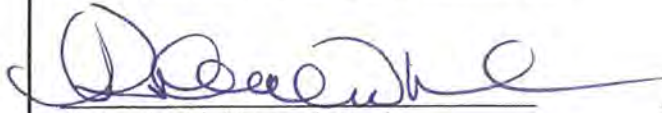
Included transaction type(s): Fax, Disb, Phone



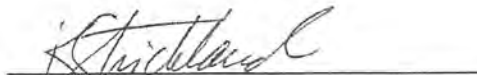
PAYMENT APPROVAL VOUCHER

Vendor Name Dewberry Check# _____
 Vendor # _____ Check Date _____
 Invoice # 1754057
 Invoice Date 10/24/2019 Invoice Rec'd Date 1/15/2020
 Work Performed 9/1/2019-9/27/2019
 PO# 20190002
 Amount \$ 46,785.00

Invoice Short Description:
 Dewberry WA 19-01 Engineering Design September 2019


 Construction Administrator Approval Date 1-20-20
 (Deliverable Received is Satisfactory)


 System Manager Approval Date 1/21/2020


 Finance Manager Approval Date 15 Jan 2020
 (Budget Available and Account Coding Correct)

Effective Date 10/24/2019
 Fiscal Year 2020
 Period 1

HWY 79 CORRIDOR AUTHORITY GL CODING
 Org 40160600
 Object 536654 Engineering
 Project CP001
 \$Amount \$ 46,785.00

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

TOTAL \$ 46,785.00

INVOICE

RECEIVED
JAN 15 2020



Please remit to: DEWBERRY ENGINEERING INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510

BY *J. DeBate*

Bill To: HIGHWAY 79 CORRIDOR AUTHORITY
C/O WASHINGTON COUNTY CLERK
PO BOX 647
CHIPLEY FL 32428-0647

Invoice #: 1754057
Invoice Date: 10/24/2019
Due Date: 11/23/2019
Client #: 915723
Contract #: 50113689
Batch #: 2900740

Dewberry Project: 50113688 Hwy 79 Corridor Authority
Professional Consulting Serv

Work Performed Thru Period Ending 9/27/2019

Job: 50113689 Hwy 79 Utility Improvements
from I-10 to Douglas Ferry Rd
No. DEW 19-01

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	Surveying Services	46,500.00	74.89	34,825.00	34,825.00	.00
L002	Permitting/Engineering Serv	154,500.00	65.00	100,425.00	53,640.00	46,785.00
L003	Bidding & Contract Doc Prep	4,500.00	.00	.00	.00	.00
SUBTOTAL		205,500.00	65.82	135,250.00	88,465.00	\$ 46,785.00

TOTAL FOR JOB: 50113689 \$ 46,785.00

TOTAL INVOICE AMOUNT DUE \$ 46,785.00
BY 11/23/2019

Please Reference Invoice Number with Payment

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
CLIFFORD LAWRENCE KNAUER

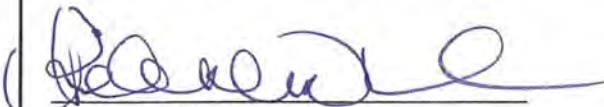
Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.




PAYMENT APPROVAL VOUCHER

Vendor Name Dewberry Check# _____
 Vendor # _____ Check Date _____
 Invoice # 1758556
 Invoice Date 11/22/2019 Invoice Rec'd Date 1/15/2020
 Work Performed 10/01/2019-10/25/2019
 PO# 20190002
 Amount \$ 27,125.00

Invoice Short Description:
 Dewberry WA 19-01 Engineering Design October 2019


 Construction Administrator Approval Date 1-20-20
 (Deliverable Received is Satisfactory)


 System Manager Approval Date 1/20/2020


 Finance Manager Approval Date 15 Jan 2020
 (Budget Available and Account Coding Correct)

Effective Date 11/22/2019
 Fiscal Year 2020
 Period 2

HWY 79 CORRIDOR AUTHORITY GL CODING
 Org 40160600
 Object 536654 Engineering
 Project CP001
 \$Amount \$ 27,125.00

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

TOTAL \$ 27,125.00

INVOICE

RECEIVED
JAN 15 2020

BY *J. DeBate*



Please remit to: DEWBERRY ENGINEERS INC
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510

Bill To: HIGHWAY 79 CORRIDOR AUTHORITY
C/O WASHINGTON COUNTY CLERK
PO BOX 647
CHIPLEY FL 32428-0647

Invoice #: 1758556
Invoice Date: 11/22/2019
Due Date: 12/22/2019
Client #: 915723
Contract #: 50113689
Batch #: 2907198

Dewberry Project: 50113688 Hwy 79 Corridor Authority
Professional Consulting Servic

Work Performed Thru Period Ending 10/25/2019

Job: 50113689 Hwy 79 Utility Improvements
from I-10 to Douglas Ferry Rd
No. DEW 19-01

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	Surveying Services	46,500.00	100.00	46,500.00	34,825.00	11,675.00
L002	Permitting/Engineering Serv	154,500.00	75.00	115,875.00	100,425.00	15,450.00
L003	Bidding & Contract Doc Prep	4,500.00	.00	.00	.00	.00
SUBTOTAL		205,500.00	79.01	162,375.00	135,250.00	\$ 27,125.00

TOTAL FOR JOB: 50113689 \$ 27,125.00

TOTAL INVOICE AMOUNT DUE \$ 27,125.00
BY 12/22/2019

Please Reference Invoice Number with Payment

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
CLIFFORD LAWRENCE KNAUER

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.



PAYMENT APPROVAL VOUCHER

Vendor Name Dewberry
Vendor # _____

Check# _____
Check Date _____

Invoice # 1770112

Invoice Rec'd Date 1/15/2020

Invoice Date 12/18/2019

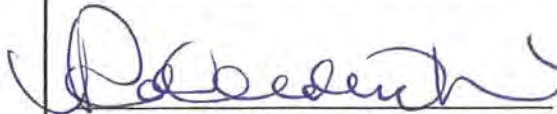
Work Performed 11/01/2019-11/30/2019

PO# 20190002


Amount \$ 2,250.00

Invoice Short Description:

Dewberry WA 19-01 Engineering Design November 2019


Construction Administrator Approval
(Deliverable Received is Satisfactory) 1-20-20
Date


System Manager Approval 1/21/2020
Date


Finance Manager Approval
(Budget Available and Account Coding Correct) 15 Jan 2020
Date

Effective Date 11/22/2019
Fiscal Year 2020
Period 3

HWY 79 CORRIDOR AUTHORITY GL CODING
Org 40160600
Object 536654 Engineering
Project CP001
\$Amount \$ 2,250.00

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

TOTAL \$ 2,250.00

INVOICE

RECEIVED
JAN 1 2020

BY: *J. DeWets*



Please remit to: DEWBERRY ENGINEERS INC
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510

Bill To: HIGHWAY 79 CORRIDOR AUTHORITY
C/O WASHINGTON COUNTY CLERK
PO BOX 647
CHIPLEY FL 32428-0647

Invoice #: 1770112
Invoice Date: 12/18/2019
Due Date: 1/17/2020
Client #: 915723
Contract #: 50113689
Batch #: 2914734

Dewberry Project: 50113688 Hwy 79 Corridor Authority
Professional Consulting Servic

Work Performed Thru Period Ending 11/30/2019

Job: 50113689 Hwy 79 Utility Improvements
from I-10 to Douglas Ferry Rd
No. DEW 19-01

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	Surveying Services	46,500.00	100.00	46,500.00	46,500.00	.00
L002	Permitting/Engineering Serv	154,500.00	75.00	115,875.00	115,875.00	.00
L003	Bidding & Contract Doc Prep	4,500.00	50.00	2,250.00	.00	2,250.00
SUBTOTAL		205,500.00	80.11	164,625.00	162,375.00	\$ 2,250.00

TOTAL FOR JOB: 50113689 \$ 2,250.00

TOTAL INVOICE AMOUNT DUE \$ 2,250.00
BY 1/17/2020

Please Reference Invoice Number with Payment

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
CLIFFORD LAWRENCE KNAUER

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

Highway 79 Corridor Authority

Board Agenda Item

February 10, 2020

Item

CA 2

Other Items

Highway 79 Corridor Authority

Board Agenda Item

February 10, 2020

Item

FA 1 Monthly Financial Report

Attached are the financial reports for the period ending 1/31/2020.

**HIGHWAY 79 CORRIDOR AUTHORITY
OPERATIONS
As of January 31, 2020**

	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	10,668	63,228
Other operating expenses	29,500	681	29,009
Professional Services	65,065	7,971	65,065
TOTAL OPERATING EXPENSES	<u>163,765</u>	<u>19,321</u>	<u>157,302</u>
NET OPERATING REVENUE (EXPENSE)	<u>(163,765)</u>	<u>(19,321)</u>	<u>(157,302)</u>
NON-OPERATING REVENUE (EXPENSE)			
Operating Grants and Contributions	100,000	100,000	100,000
Interest income	-	-	-
Miscellaneous Non-Operating, net	-	-	-
TOTAL NON-OPERATING REVENUE (EXPENSE)	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>
CAPITAL CONTRIBUTIONS			
Impact Fees, net	-	-	-
Capital Grants	2,632,996	61,645	2,632,996
Capital Contributions	-	-	-
TOTAL CAPITAL CONTRIBUTIONS	<u>2,632,996</u>	<u>61,645</u>	<u>2,632,996</u>
OTHER TRANSFERS IN (OUT)			
Impact Fees (restricted)	-	-	-
Capital Grant/Contributions transfers out (restricted)	(2,632,996)	(61,645)	(2,632,996)
Renewal and Replacement Fund	-	-	-
TOTAL TRANSFERS IN (OUT)	<u>(2,632,996)</u>	<u>(61,645)</u>	<u>(2,632,996)</u>
Increase (decrease) in net position	<u>(63,765)</u>	<u>80,679</u>	<u>(57,302)</u>
Unrestricted Fund Balance - beginning of year	71,812	71,812	71,812
Unrestricted Fund Balance - end of year	8,048	152,491	14,510

	FY2020 Budget	FY2020 YTD Actuals	FY2020 Projection
RESTRICTED FUNDS			
Sources			
DOT Capital Grant	811,535	78,376	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>78,376</u>	<u>2,632,996</u>
Uses			
CP001: 2.3 Miles Water/Sewer Infrastructure	2,632,996	78,376	2,632,996
TBD line extensions (use impact fees)	-	-	-
TBD Renewal and Replacement Projects	-	-	-
Total CIP Restricted Uses	<u>2,632,996</u>	<u>78,376</u>	<u>2,632,996</u>
CIP Restricted Fund Balance, Beginning	-	-	-
CIP Restricted Fund Balance, Ending	-	-	-

Highway 79 Corridor Authority

Board Agenda Item

February 10, 2020

Item

FA 2

Other Items

Highway 79 Corridor Authority

Board Agenda Item

February 10, 2020

Item

OP 1 **Engineering Progress Report**

This will be provided as a verbal update.

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OP 2

Other Items

Highway 79 Corridor Authority

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SM 1 **Rate Consultant Procurement**

The Authority published a Rate Consultant Solicitation to three consulting firms on January 17, 2020. On January 28, 2020, two of the three consulting firms returned their proposals. They are currently under review and the Authority will announce their decision at the March 9, 2020 Board Meeting.

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Item

GC 1 Approval of Agreement with Providential Group LLC and Acceptance of Utility Easement

Executive Summary:

This item requests Board approval of an Easement Agreement with Providential Group LLC (“Providential”) regarding Providential’s granting of a utility easement for a wastewater lift station that will facilitate the Highway 79 Corridor Authority’s water and wastewater construction project (“Project”), and acceptance of said utility easement.

Background

The current design of the Project requires easements across two separate properties: one located on a parcel of property in Holmes County owned by Providential LLC (“Holmes County Easement”) and the second located on a parcel of property in Washington County owned by 2M LLC (“Washington County Easement”).

1. Holmes County Easement

The attached Easement Agreement provides for Providential to grant the Authority a Utility Easement for a 50x50 to be used for a wastewater lift station. In exchange, Providential will have the option to select the location for one water/wastewater stubout to be constructed in the right of way.

2. Washington County Easement

An update regarding the Washington County Easement will be provided verbally at the meeting.

Options

1. Approve the Easement Agreement with Providential and accept the Wastewater Utility Easement attached as Exhibit A to same.
2. Do not approve the Easement Agreement with Providential and do not accept the Wastewater Utility Easement attached as Exhibit A to same.
3. Board Direction.

Attachments

1. Easement Agreement between Providential Group LLC and the Authority and attached Wastewater Utility Easement.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”), is made and entered into this 3 day of JANUARY, 2020, by and between **THE HIGHWAY 79 CORRIDOR AUTHORITY**, a special district created pursuant by interlocal agreement pursuant to section 163.01(7)(g), Florida Statutes (hereinafter the “Authority”), and **PROVIDENTIAL GROUP LLC**, a Florida limited liability company, whose address is 11930 Panama City Beach Parkway, Panama City Beach, Florida 32407 (hereinafter “Grantor”), which parties may be hereinafter collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property situated east of State Road 79 in Holmes County, Florida, having Parcel ID # 0618.00-000-000-001.00 (the “Property”); and

WHEREAS, the Authority is pursuing the construction and installation of water and sewer infrastructure within the Highway 79 Corridor area in portions of Holmes County, Washington County, and the City of Bonifay (hereinafter the “Project”), which Project is intended to make water and sewer service available to properties within the Corridor area upon completion, including the Property; and

WHEREAS, to facilitate construction and installation of the Project, the Authority wishes to obtain an easement over a portion of the Property for the purpose of constructing, installing, operating, and maintaining certain utility facilities and improvements, as further described in the Wastewater Utility Easement attached hereto as Exhibit “A;” and

WHEREAS, in consideration of Grantor granting the Easement to the Authority, the Authority shall construct and install one (1) six (6) inch stub out in a location to be provided by Grantor, as further described herein.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Authority and Grantor agree as follows:

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.

Section 2. Approval and Effective Date. This Agreement shall first be approved and executed by the Grantor. Thereafter, the Agreement shall be subject to approval of the Highway

79 Corridor Authority Board of Directors (the “Board”), and shall become effective on the date upon which it is executed by the Chairman of the Board (the “Effective Date”).

Section 3. Conveyance of Easement; Conditions.

A. Grantor agrees to convey to County a perpetual, non-exclusive Wastewater Utility Easement (hereinafter the “Easement”) over a portion of the Property more particularly described in Exhibit A attached hereto (hereinafter the “Easement Area”). Grantor certifies and affirmatively represents to the Authority that it is the fee simple owner of the Property and is vested with the legal authority to convey the Easement to the Authority.

B. As consideration for Grantor’s conveyance of the Easement to the Authority, the Authority agrees to construct and install, at no cost to Grantor, one (1) six (6) inch stub out connection to the water and wastewater main lines to be constructed and installed by the Authority at a location to be selected by Grantor within the FDOT Right of Way fronting the Property. Grantor shall provide the Authority with the location of the stub out on or before March 1, 2020. The Parties acknowledge and agree that the Authority shall not be responsible for the construction of service lines (“laterals”) or other utility facilities and/or improvements required to provide water or wastewater service to the Property.

C. In the event that the water and wastewater main lines comprising the Project are not located on the eastern side of State Road 79, the Authority shall record appropriate documents in the Holmes County Official Records releasing and cancelling the Easement, which thereafter shall be void and of no further force and effect.

Section 4. Covenants Running with the Land. All the provisions, agreements, rights, powers, covenants, conditions, and obligations contained in this Agreement shall be binding upon each party, its successors (by merger, consolidation or otherwise) and assigns, lessees and all other persons acquiring any interest in the Property, or a portion thereof, or succeeding the Authority in its interest herein.

Section 5. Recording of Agreement; Costs. The Easement shall be recorded in the Official Records of Holmes County. The Authority shall pay all recording fees and documentary stamp taxes (if any) associated with recording. Each party shall bear its own costs and expenses related to negotiation and review of the Agreement and Easement, including any attorney’s fees.

Section 6. Authority. The individuals signing this Agreement personally warrant that they have the right, power, and legal capacity to enter into this Agreement on behalf of the

Authority and the Grantor, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.

Section 7. Amendment. This Agreement may be amended, in writing, by the mutual consent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

(SIGNATURES ON FOLLOWING PAGE)

HIGHWAY 79 CORRIDOR
AUTHORITY

Trey Hawkins, Chairman

ATTEST:

Lora Bell, Clerk

PROVIDENTIAL GROUP, LLC

BY: CLOVER ASSETS, LLC,
MANAGER

BY:

Kara J Smith

Signature

KARA J SMITH

Print Name

MANAGING MEMBER

Title

Date: 1/3/20

STATE OF FLORIDA PA

COUNTY OF YORK

The foregoing instrument was acknowledged before me by

KARA J. SMITH, (name) of

CLOVER ASSETS LLC (company), a Florida Limited

Liability Company, on behalf of the company, who is known to me or who produced

PA DRIVER'S LICENSE as identification on this 3 day of

JANUARY, 2020.

Diane Y Gross

NOTARY PUBLIC

State of Florida PA

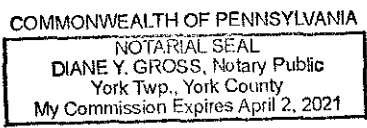


EXHIBIT A
WASTEWATER UTILITY EASEMENT

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
Evan Rosenthal, Esq.
Nabors, Giblin & Nickerson P.A.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308
(850) 224-4070

EXHIBIT A
WASTEWATER UTILITY EASEMENT

THIS WASTEWATER UTILITY EASEMENT is granted this 3 day of JANUARY, 2020, by Providential Group LLC, a Florida limited liability company, whose address is 11930 Panama City Beach Parkway, Panama City Beach, Florida 32307 ("Grantor"), to the Highway 79 Corridor Authority, a special district created pursuant by interlocal agreement pursuant to section 163.01(7)(g), Florida Statutes ("Grantee"). Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, successors, and assigns.

WITNESSETH: That Grantor, for and in consideration of the sum of ten and 00/100 dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, bargain, sell, and convey unto Grantee, its successors and assigns, a permanent, perpetual easement with full rights to construct, operate, maintain, reconstruct, improve, and remove wastewater utility facilities, improvements, and equipment including but not limited to transmission lines, service lines, collection lines, lift stations, pumping stations, and appurtenant facilities and equipment, with the right of ingress and egress, in, over, under, through and across certain real property in Washington County, Florida, as further described in Exhibit "1" attached hereto (the "Easement Area"). The easement rights specifically include all other rights and privileges reasonably necessary or convenient for the purposes described herein.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, forever. Grantor hereby warrants that it is lawfully seized in fee simple and in possession of the real property upon which the above-described easement is situated, that it has good and lawful right and authority to convey said easement, and that Grantor will warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Wastewater Utility Easement as of the day and year first written above.

Signed, sealed and delivered in our presence as witnesses:

[Signature Page Follows]

PROVIDENTIAL GROUP LLC,

BY: CLOVER ASSETS, LLC,
MANAGER

BY:

Kara J Smith
Signature

KARA J SMITH
Print Name

MANAGING MEMBER
Title

Date: 1 / 3 / 20

Witnesses:

Kay Wade

Print Name: Kay Wade

Carol Stowell

Print Name: Carol Stowell

STATE OF ~~FLORIDA~~ PA
COUNTY OF YORK

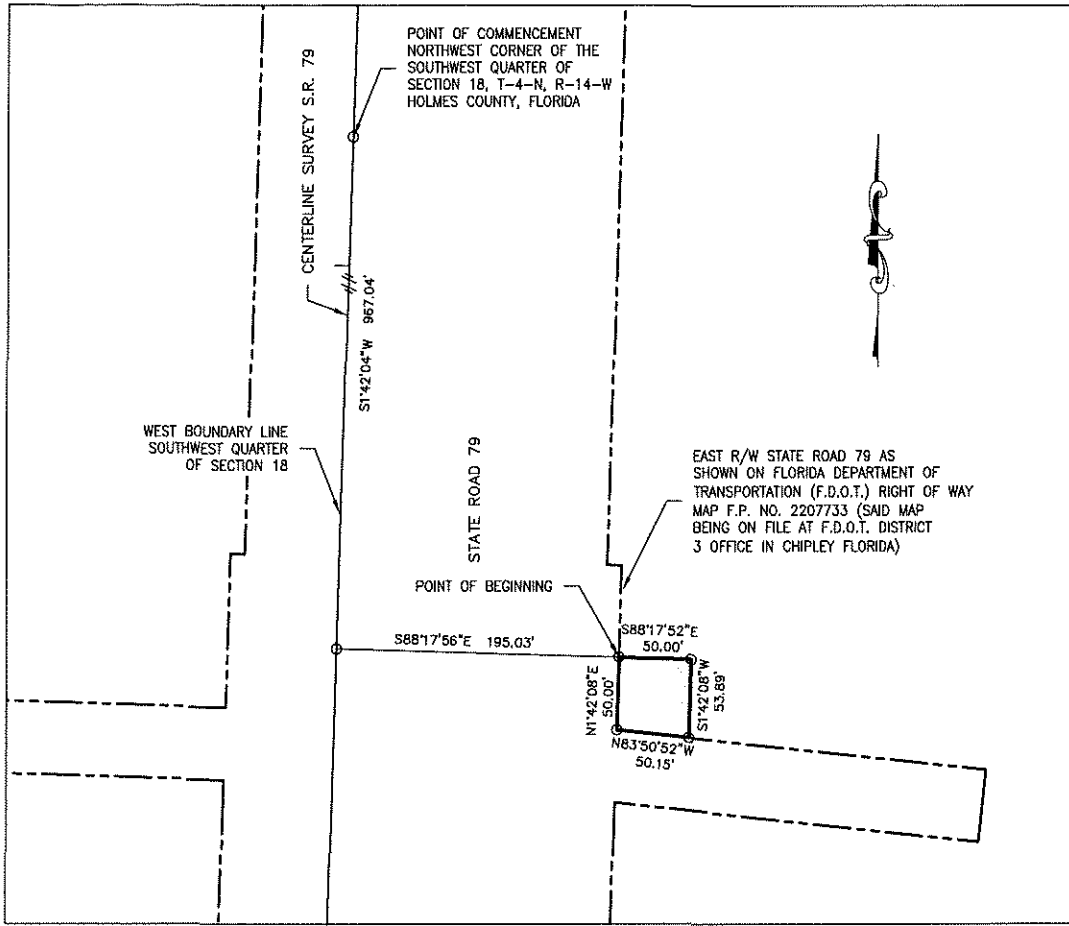
The foregoing instrument was acknowledged before me by
KARA J. SMITH, (name) of Clover Assets, LLC, a
Florida Limited Liability Company, on behalf of the company, who is known to me or who
produced PA DRIVER'S LICENSE as identification on this 3 day
of JANUARY, 2020.

Diane Y Gross
NOTARY PUBLIC
State of ~~Florida~~ PA

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DIANE Y. GROSS, Notary Public
York Twp., York County
My Commission Expires April 2, 2021

EXHIBIT 1
EASEMENT AREA

EXHIBIT "1"

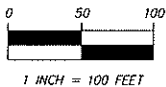


DESCRIPTION: UTILITY EASEMENT 4

A PARCEL OF LAND LYING AND BEING IN SECTION 18, TOWNSHIP 4 NORTH, RANGE 14, WEST, HOLMES COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 14 WEST, HOLMES COUNTY, FLORIDA AND PROCEED SOUTH 01 DEGREE 42 MINUTES 4 SECONDS WEST, ALONG THE WEST BOUNDARY OF SAID SOUTHWEST QUARTER, FOR A DISTANCE OF 967.04 FEET; THENCE LEAVING SAID WEST BOUNDARY LINE PROCEED SOUTH 88 DEGREES 17 MINUTES 56 SECONDS EAST, FOR A DISTANCE OF 195.03 FEET TO THE EAST RIGHT OF WAY OF STATE ROAD 79 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) RIGHT OF WAY MAP F.P. NO. 2207733 (SAID MAP BEING ON FILE AT F.D.O.T. DISTRICT 3 OFFICE IN CHIPLEY FLORIDA) FOR THE POINT OF BEGINNING; THENCE LEAVING SAID EAST RIGHT OF WAY LINE PROCEED SOUTH 88 DEGREES 17 MINUTES 52 SECONDS EAST, FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 01 DEGREE 42 MINUTES 8 SECONDS WEST, FOR A DISTANCE OF 53.89 FEET TO THE AFORESAID EAST RIGHT OF WAY LINE; THENCE PROCEED ALONG SAID EAST RIGHT OF WAY LINE AS FOLLOWS: NORTH 83 DEGREES 50 MINUTES 52 SECONDS WEST, FOR A DISTANCE OF 50.15 FEET; THENCE NORTH 01 DEGREE 42 MINUTES 8 SECONDS EAST, FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,597.28 SQUARE FEET OR 0.060 ACRES, MORE OR LESS.

END OF DESCRIPTION.



David Jon Bartlett
2019.11.18
10:02:36
-06'00'

DAVID JON BARTLETT, P.S.M. DATE SIGNED
PROFESSIONAL SURVEYOR & MAPPER No. LS4018

Dewberry
DEWBERRY ENGINEERS INC.
203 ABERDEEN PARKWAY
PANAMA CITY, FLORIDA 32405
PHONE: 850.522.0844 FAX: 850.522.1011
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

SKETCH OF DESCRIPTION		DRAWING DATE:	PROJECT NO.
UTILITY EASEMENTS NO. 4		10/01/2019	50113689
STATE ROAD NO. 79		BY:	
HOLMES COUNTY, FLORIDA		DJB	
FB/PG: N.A.	FLD DATE: N.A.	APPROVED BY:	S5
	SCALE: 1"=100'	JG	

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BD 1

Other Items
