#### SUGGESTED AGENDA

## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS PERRY, FLORIDA

TUESDAY, FEBRUARY 19, 2019 9:00 A.M.

# 201 E. GREEN STREET TAYLOR COUNTY ADMINISTRATIVE COMPLEX OLD POST OFFICE

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT. A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED ITEM.

1. Prayer

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- 2. Pledge of Allegiance
- 3. Approval of Agenda

### BIDS/PUBLIC HEARINGS:

- 4. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO HEAR A PETITION TO CLOSE AND ABANDON A PORTION OF DOYLE STREET, LOCATED IN SCALLOP BAY SUBDIVISION, AS SUBMITTED BY STEPHEN E. ATWILL AND JO ANN ATWILL, HIS WIFE.
- 5. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:05 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO HEAR AN APPLICATION FOR A SPECIAL EVENT PERMIT (MUDBOG), AS REQUESTED BY IRON HORSE MUD RANCH.

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6. THE BOARD TO CONSIDER ADOPTION OF PROCLAMATION
RECOGNIZING VISITING WOUNDED WARRIORS AND GUESTS IN
TAYLOR COUNTY AND THANKING THOSE WHO ARE HOSTING THEM,
AS AGENDAED BY COMMISSIONER MALCOLM PAGE

### CONSENT ITEMS:

- 7. THE APPROVAL OF MINUTES OF FEBRUARY 4, 2019.
- 8. THE APPROVAL OF INVOICES.
- 9. THE BOARD TO CONSIDER AWARD OF THE WIDENING AND RESURFACING OF SAN PEDRO ROAD, TO ANDERSON COLUMBIA CO. AND THE ASSOCIATED CONSTRUCTION ENGINEERING INSPECTION PROPOSAL FROM CHW, INC., AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
- 10. THE BOARD TO CONSIDER APPROVAL OF THE EATON UPS SERVICE CONTRACT FOR THE 911 SYSTEM, AS AGENDAED BY SARAH WEIRICK, 911 COORDINATOR.

### COUNTY STAFF ITEMS:

- 11. THE BOARD TO CONSIDER APPROVAL OF A CHANGE ORDER, IN THE AMOUNT OF \$7,100, TO THE CONTRACT FOR DEMOLITION/CONSTRUCTION WORK THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, ON THE HOME OF RICHARD MCDONALD, AS AGENDAED BY JAMI BOOTHBY, GRANTS COORDINATOR.
- 12. THE BOARD TO DISCUSS PROPOSED INCREASE IN ROLL-OFF SITE HOURS, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

### **GENERAL BUSINESS:**

13. THE BOARD TO CONSIDER APPOINTMENT OF ONE (1) MEMBER TO THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB), AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

### COUNTY ADMINISTRATOR ITEMS:

- 14. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO EXTEND SUNSET DATE OF COUNTY POLICIES FOR ONE (1) YEAR, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 15. THE COUNTY ADMINISRATOR TO DISCUSS INFORMATIONAL ITEMS.
- 16. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
- 17. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

### FOR YOUR INFORMATION:

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

#### www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.



### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold a public hearing to consider adoption of a resolution to abandon a portion Doyle Street NE, West of HW 51, in Steinhatchee, Florida.

MEETING DATE REQUESTED:

February 19, 2019

Statement of Issue:

Board to consider a right-of-way abandonment application submitted by

Stephen and Jo Ann Atwill.

Recommendation:

Hold public hearing

**Fiscal Impact:** 

N/A

**Budgeted Expense:** 

Yes

No 🗌

N/A x

Submitted By:

Danny Griner

Contact:

building.director@taylorcountygov.com

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The Planning Department received a right-of-way abandonment application from Stephen and Jo Ann Atwill to abandon a portion of Doyle Street NE in Steinhatchee. The application was received on January 23nd.

Legal notice of the public hearing was run in the local paper on Friday, February 1, 2019 and individual notice was sent to all property owners within 500-feet of the request site.

Planning Department staff respectfully requests that the Board hold the public hearing.

Options:

- Approve the abandonment request.
- 2. Deny the abandonment request.

Attachments:

- 1. Copy of the application.
- Location map.
- 3. Copy of adoption resolution.
- 4. Copy of legal notice.

#### RESOLUTION

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA:

- 1. That, pursuant to the Notice of Proceedings for Closing of Streets duly published according to law, proof of publication of which is attached hereto and made a part hereof, a hearing was duly held at 9:00 o'clock a.m. on the 19<sup>th</sup> day of February, A.D. 2019, to consider and determine whether or not the County would vacate, abandon, discontinue, and close certain roads in Taylor County, Florida, more particularly described in the proof of publication attached hereto. At the time and place set for said hearing, all persons interested were given the opportunity to be heard. The Board of County Commissioners of Taylor County, Florida, determined that the proposed action of vacating, abandoning, discontinuing, and closing certain roads herein more particularly described will not deprive any person of a reasonable means of ingress and egress to his premises and will not materially interfere with the County's road system.
- 2. That, the certain roads herein described be, and the same is hereby, vacated, abandoned, and discontinued and the Board of County Commissioners hereby renounces and disclaims any right of the County and public in and to any land or interest therein contained in the certain roads in Taylor County, Florida, more particularly described as:

### **DESCRIPTION:**

COMMENCE AT THE NW CORNER OF GOVERNMENT LOT 5, SECTION 19, T98, R10E AND RUN S 00' 24' 39" E. 386.75 FEET TO THE NORTH R/W OF DOYLE STREET FOR THE P10INT OF BEGINNING; THENCE FROM SAID POB CONTINUE S 00' 24' 39" E, 15.68 FEET TO THE CENTERLINE OF DOYLE STREET R/W; THENCE RUN N 89' 42' 28" E, ALONG SAID CENTERLINE, 165.15 FEET; THENCE RUN S 00' 27' 00" E, 14.79 FEET TO THE NORTH BOUNDARY OF SCALLOP BAY SUBDIVISION; THENCE RUN N 89' 27' 06" E, ALONG SAID NORTH BOUNDARY, 418.08 FEET TO THE WESTERLY R/W OF STATE ROAD

#51; THENCE RUN N 38' 26' 53" E, ALONG SAID R/W, 33.52 FEET TO THE SOUTH BOUNDARY OF RIVERSIDE SUBDIVISION; THENCE RUN S 89' 57' 19" W. ALONG SAID SOUTH BOUNDARY. 604.28 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.33 ACRE AND IS LOCATED IN THE NE1/4 OF SW1/4, SECTION 19, T9S, R10E, TAYLOR COUNTY, FLORIDA.

And

COMMENCE AT THE NW CORNER OF GOVERNMENT LOT 5, SECTION 19, T9S, R10E AND RUN S 00' 24' 39" E, 402.43 FEET TO THE CENTERLINE OF DOYLE STREET R/W FOR THE POINT OF BEGINNING; THENCE FROM SAID POB CONTINUE S 00' 24' 39" E, 15.68 FEET TO THE NORTH BOUNDARY OF SCALLOP BAY SUBDIVISION; THENCE RUN N 89' 27' 06" E, ALONG SAID NORTH BOUNDARY, 165.17 FEET TO THE NW CORNER OF LOT 7, BLOCK "A", SCALLOP BAY SUBDIVISION; THENCE RUN N 00' 27' 00" W, PARALLEL TO THE WEST BOUNDARY OF SAID LOT 7, 14.79 FEET TO THE CENTERLINE OF DOYLE STREET R/W; THENCE RUN S 89' 42' 28" W, ALONG SAID CENTERLINE, 165.15 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.06 ACRE AND IS LOCATED IN THE NE1/4 OF SW1/4 SECTION 19, T9S, R10E, TAYLOR COUNTY, FLORIDA.

DULY ADOPTED in regular session, this 19th day of February, A.D., 2019.

BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA

(Seal)	By:	
		Pam Feagle, Chairperson
ATTEST:		
Annie Mae Murnhy Clerk		

### PETITION TO CLOSE AND

### ABANDON ROAD

COMES NOW, Stephen E. Atwill and Jo Ann Atwill, whose address is 2031 State Hwy NN, Kennett, MO 63857, and files this petition to Close and Abandon the following road to them, lying and being in Taylor County, Florida, being described as follows, to-wit:

COMMENCE AT THE NW CORNER OF GOVERNMENT LOT 5, SECTION 19, T98, R10E AND RUN S 00' 24' 39" E. 386.75 FEET TO THE NORTH R/W OF DOYLE STREET FOR THE POINT OF BEGINNING; THENCE FROM SAID POB CONTINUE S 00' 24' 39" E, 15.68 FEET TO THE CENTERLINE OF DOYLE STREET R/W; THENCE RUN N 89' 42' 28" E, ALONG SAID CENTERLINE, 165.15 FEET; THENCE RUN S 00' 27' 00" E, 14.79 FEET TO THE NORTH BOUNDARY OF SCALLOP BAY SUBDIVISION; THENCE RUN N 89' 27' 06" E, ALONG SAID NORTH BOUNDARY, 418.08 FEET TO THE WESTERLY R/W OF STATE ROAD #51; THENCE RUN N 38' 26' 53" E, ALONG SAID R/W, 33.52 FEET TO THE SOUTH BOUNDARY OF RIVERSIDE SUBDIVISION; THENCE RUN S 89' 57' 19" W. ALONG SAID SOUTH BOUNDARY. 604.28 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.33 ACRE AND IS LOCATED IN THE NE1/4 OF SW1/4, SECTION 19, T9S, R10E, TAYLOR COUNTY, FLORIDA.

And to Close and Abandon the following road to Frances E. Collins, lying and being in Taylor County, Florida, being described as follows, to-wit:

COMMENCE AT THE NW CORNER OF GOVERNMENT LOT 5, SECTION 19, T9S, R10E AND RUN S 00' 24' 39" E, 402.43 FEET TO THE CENTERLINE OF DOYLE STREET R/W FOR THE POINT OF BEGINNING; THENCE FROM SAID POB CONTINUE S 00' 24' 39" E, 15.68 FEET TO THE NORTH BOUNDARY OF SCALLOP BAY SUBDIVISION; THENCE RUN N 89' 27' 06" E, ALONG SAID NORTH BOUNDARY, 165.17 FEET TO THE NW CORNER OF LOT 7, BLOCK "A", SCALLOP BAY SUBDIVISION; THENCE RUN N 00' 27' 00" W, PARALLEL TO THE WEST BOUNDARY OF SAID LOT 7, 14.79 FEET TO THE CENTERLINE OF DOYLE STREET R/W; THENCE RUN S 89' 42' 28" W, ALONG SAID CENTERLINE, 165.15 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.06 ACRE AND IS LOCATED IN THE NE1/4 OF SW1/4 SECTION 19, T9S, R10E, TAYLOR COUNTY, FLORIDA.

1. This Petition is pursuant to Chapter 336.09 Florida Statutes and the petition is to vacate, abandon, discontinue and close the above-described road.

2. The Petition is also pursuant to Chapter 336.10 Florida Statutes and shall hold a public hearing and publish Notice in the newspaper one time at least two weeks prior to the date of the public hearing.

DATED: January 14th, 2019

Stephen E. Atwill

Jo Ann Atwill



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

### RIGHT OF WAY ABANDONMENT PETITION

FEE: \$250.00

DATE: 1.23 · 19

RECEIPT #: 1823

ROAD NAME:

Doyle Street

PHYSICAL LOCATION:

COMMENCE AT THE NW CORNER OF GOVERNMENT LOT 5. SECTION 19, T98, R10E AND RUN S 00' 24' 39" E. 386.75 FEET TO THE NORTH R/W OF DOYLE STREET FOR THE PIOINT OF BEGINNING; THENCE FROM SAID POB CONTINUE S 00' 24' 39" E, 15.68 FEET TO THE CENTERLINE OF DOYLE STREET R/W: THENCE RUN N 89' 42' 28" E, ALONG SAID CENTERLINE, 165.15 FEET; THENCE RUN S 00' 27' 00" E, 14.79 FEET TO THE NORTH BOUNDARY OF SCALLOP BAY SUBDIVISION; THENCE RUN N 89' 27' 06" E, ALONG SAID NORTH BOUNDARY, 418.08 FEET TO THE WESTERLY R/W OF STATE ROAD #51; THENCE RUN N 38' 26' 53" E, ALONG SAID R/W, 33.52 FEET TO THE SOUTH BOUNDARY OF RIVERSIDE SUBDIVISION; THENCE RUN S 89' 57' 19" W. ALONG SAID SOUTH BOUNDARY. 604.28 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.33 ACRE AND IS LOCATED IN THE NE1/4 OF SW1/4, SECTION 19, T9S, R10E, TAYLOR COUNTY, FLORIDA.

And

COMMENCE AT THE NW CORNER OF GOVERNMENT LOT 5, SECTION 19, T9S, R10E AND RUN S 00' 24' 39" E, 402.43 FEET TO THE CENTERLINE OF DOYLE STREET R/W FOR THE POINT OF BEGINNING; THENCE FROM SAID POB CONTINUE S 00' 24' 39" E, 15.68 FEET TO THE NORTH BOUNDARY OF SCALLOP BAY SUBDIVISION; THENCE RUN N 89' 27' 06" E, ALONG SAID NORTH BOUNDARY, 165.17 FEET TO THE NW CORNER OF LOT 7, BLOCK "A", SCALLOP BAY SUBDIVISION; THENCE RUN N 00' 27' 00" W, PARALLEL TO THE WEST BOUNDARY OF SAID LOT 7, 14.79 FEET TO THE CENTERLINE OF DOYLE STREET R/W; THENCE RUN S 89' 42' 28" W, ALONG SAID CENTERLINE, 165.15 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.06 ACRE AND IS LOCATED IN THE NE1/4 OF SW1/4 SECTION 19, T9S, R10E, TAYLOR COUNTY, FLORIDA.

APPLICANT:	Stephen E. Jo Ann Steverand Joanne Atwill				
ADDRESS:	2031 State Hwy NN, Kennette, MO 63857				
PHONE #:	573-717-6135				
	. ADJOINING I N. Callins E. Collins	PROPERTY OW	NER(S) France	an. Collins	·
	0 Lanier Dr, Cumming, G				
ADDRESS:			PHONE:		
NAME:		SIGNATURE:			
ADDRESS:			PHONE:		
	PE	TITION TYPE			
Plat: F	Portion of plat:	Right-of-way:		Public easement:	XXXX
Public interest in	private right-of-way:				

ATTACH COMPLETE LEGAL DESCRIPTION OF PORTION OF ROAD TO BE CLOSED.

ATTACH LEGAL DESCRIPTION OF EACH PORTION OF ROAD THAT WILL GO TO EACH ADJOINING PROPERTY OWNER.

ATTACH MINIMUM 8" X 11" OR 11" X 17" DRAWING CLEARLY SHOWING THE LOCATION OF THE PETITION SITE IN RELATION TO THE NEAREST PUBLIC RIGHT-OF-WAY AND AFFECTED PROPERTIES.

ATTACH A STATEMENT DETAILING THE RELEVANT REASONS IN SUPPORT OF THE REQUEST AND GRANTING OF THE PETITION.

### STATEMENT

To the best of the petitioner's knowledge, the granting of the petition would not affect the ownership or right of convenient access of persons owning other property in the area or subdivision:

SIGNATURE: 9 tplus 2, 7 two go a atwill

### **NOTE**

ACCESS TO WATER: no right-of-way, road, street or public accessway giving access to any publicly accessible waters in the County shall be closed, vacated or abandoned, except in those instances wherein the:

- 1. Right-of-way does not benefit the public and/or there is no adequate parking to facilitate the use of the right-of-way and it is not a burden upon the county; or
- Petitioner offers to trade or give to the County comparable land for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the direction of the Board of County Commissioners.

SUBMITTED BY: Ray Curtis, 103 N. Jefferson St, Perry, FL 32347

Print Name

SIGNATURE:

## ROAD CLOSING PROCESS

- 1. SUBMIT COMPLETED APPLICATION WITH ALL ATTACHMENTS AND \$250.00 APPLICATION FEE (NON-REFUNDABLE).
- 2. APPLICATION REVIEWED BY PLANNING STAFF.
- 3. IF FOUND INCOMPLETE, APPLICATION WILL BE RETURNED TO APPLICANT FOR REVISION.

- 4. ONCE FOUND COMPLETE, ITEM PLACED ON NEXT AVAILABLE COUNTY COMMISSION MEETING FOR APPROVAL TO HOLD PUBLIC HEARING.
- 5. PUBLIC NOTICE RAN IN LOCAL NEWSPAPER 14-DAYS PRIOR TO PUBLIC HEARING. (advertising cost must be paid by applicant)
- 6. PUBLIC HEARING HELD BEFORE COUNTY COMMISSION.
- 7. RESOLUTION ADOPTION ADVERTISED IN LOCAL NEWSPAPER WITHIN 30-DAYS OF HEARING (advertising cost must be paid by applicant).
- 8. RECORDING OF RESOLUTION AND PROOF OF NOTICE FOR HEARING AND RESOLUTION IN DEED RECORDS AT THE COUNTY CLERK'S OFFICE.
- 9. RECORDING OF DEEDS AT THE COUNTY CLERK'S OFFICE.

### **DEED INFORMATION**

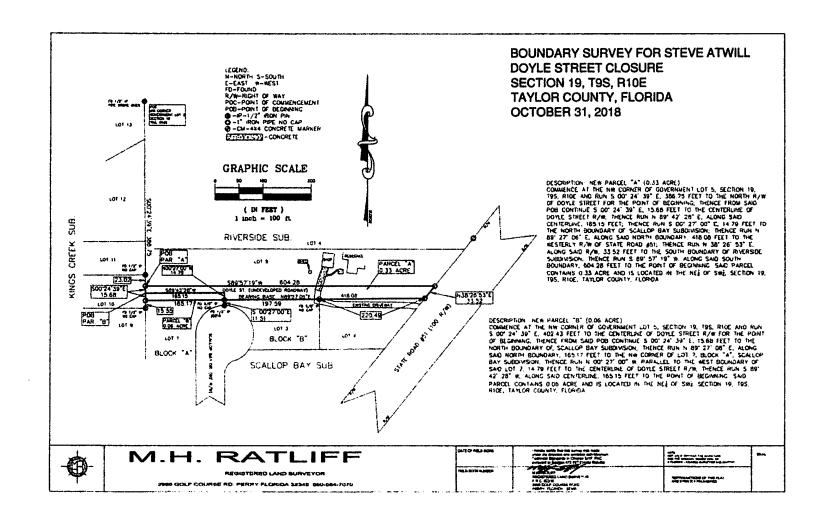
Please provide the name(s) and relationship (husband, wife, etc.) of the applicant and adjoining property owners as they should appear on the deeds transferring ownership from the County. The County shall not be responsible for verifying the information provided through title search or other means.

APPLICANT:	Stephen E. Atwill and Jo Ann Atwill	Relationship
	2031 State Hwy NN	Husband/Wife
	Kennett, MO 63857	

ADJOINING PROPERTY OWNER:	Frances E. Collins 8230 Lanier Dr.  Cumming, GA 30041	Relationship Single Woman
ADJOINING PROPERTY OWNER:		Relationship
ADJOINING PROPERTY OWNER:		Relationship

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NOTICE OF PROCEDURES FOR THE CLOSING OF STREETS, THOROUGHFARES AND ALLEYS TO WHOM IT MAY CONCERN:

You will take notice that the Board of County Commissioners of Taylor County, Florida, upon the petition of certain of the adjacent landowners to hereinafter described property, will at 9:00 a.m. on the 19th day of February, 2019, at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, 32347, consider and determine whether the County will vacate, abandon, close and will renounce and disclaim any and all right of the County and public in and to all street, thoroughfares and alleys which run over, upon or through the following described lots, blocks, pieces or parcels of land, lying and being in Taylor County, Florida, and described as follows: DESCRIPTION:

COMMENCE AT THE NW CORNER OF GOVERNMENT LOT 5, SECTION 19, T98, R10E AND RUN S 00' 24' 39" E. 386.75 FEET TO THE NORTH R/W OF DOYLE STREET FOR THE POINT OF BEGINNING; THENCE FROM SAID POB CONTINUE S 00' 24' 39" E, 15.68 FEET TO THE CENTERLINE OF DOYLE STREET R/W; THENCE RUN N 89' 42' 28" E, ALONG SAID CENTERLINE; 165.15 FEET; THENCE RUN S 00' 27' 00" E, 14.79 FEET TO

### **LEGALS**



THE NORTH BOUNDARY OF SCALLOF BAY SUBDIVISION: THENCE RUN N 89' 27' 06" E, ALONG SAID NORTH BOUNDARY, 418.08 FEET TO THE WESTERLY R/W OF STATE ROAD #51; THENCE RUN N 38' 26' 53" E, ALONG SAID R/W, 33.52 FEET TO THE SOUTH BOUNDARY OF RIVERSIDE SUBDIVISION; THENCE RUN S 89' 57' 19" W. ALONG SAID SOUTH BOUNDARY, 604.28 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.33 ACRE AND IS LOCATED IN THE NEI/4 OF SW1/4, SECTION 19, 195, R10E, TAYLOR COUNTY, FLORIDA.

COMMENCE AT THE NW CORNER OF GOVERNMENT LOT 5, SECTION 19, T95, R10E AND RUN S 00' 24' 39' E, 402.43 FEET TO THE CENTERLINE ' OF DOYLE STREET R/W FOR THE POINT OF BEGINNING; THENCE FROM SAID POB CONTINUE S 00' 24' 39" E, 15.68 FEET TO THE NORTH BOUNDARY OF SCALLOP BAY SUBDIVISION; THENCE RUN N 89' 27' 06" E, ALONG SAID NORTH BOUNDARY, 165.17 FEET TO THE NW CORNER OF LOT 7, BLOCK "A", SCALLOP BAY SUBDIVISION; THENCE RUN N 00' 27' 00" W, PARALLEL TO THE WEST BOUNDARY OF SAID LOT 7, 14:79 FEET TO THE CENTERLINE OF DOYLE STREET R/W; THENCE RUN S 89' 42' 28" W, ALONG SAID CENTERLINE, 165.15 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.06 ACRE AND IS LOCATED IN THE NE1/4 OF SW1/4 SECTION 19, T95, R10E, TAYLOR COUNTY, FLORIDA.

A copy of the petition is available to the public at the Planning Department of Taylor County during regular business hours.

Notice is also given pursuant to Florida Statute 286.105, that any persons deciding to appeal any matter considered at this public hearing will need a record of the meeting and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

This hearing may be continued from time to time as may be necessary.

This Notice shall be malled to property owners within 500 feet of the property directly affected and whose address is known by reference to the latest approved ad valorem tax roll.

Dated this 30th day of January, 2019

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### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

#### SUBJECT/TITLE:



Statement of Issue:

Board to consider an application for a Mud Bog Special Event at the Iron Horse Mud Bog site for March 7<sup>th</sup>–10<sup>th</sup>, and May 2<sup>nd</sup> – 5<sup>th</sup> with attendance expected to be greater than 1,000.

MEETING DATE REQUESTED: February 19, 2019

Mud Bog Special Event for more than 1,000 attendees.

**Recommendation:** Consider for approval

Fiscal Impact: Potential increase in tourist related purchases

Budgeted Expense: Yes No N/A x

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: A Mud Bog Special Event application was submitted to the planning department on 1/22/19 to hold Mud Bog Special Events at the Iron Horse Mud Bog site located at 8999 S US 19. The application states that the expected attendance will be greater than 1,000, which, requires a public hearing pursuant to Section 10-65 of the Code of Ordinances. The checklist included was last updated on Monday, 2-13-19.

Options:

- 1. Approve the application.
- Deny the application.

Attachments:

- 1. Copy of application
- 2. Supporting documents
- Checklist

## WIND BOG CHECKTIST

EVENT NAME: IRON HORSE MUD BOG

	FIRE PROTECTION STATEMENT (signed by Fire	.02
X   .	SANITARY FACILITY PROVIDER STATEMENT	.6I
X	INSURANCE STATEMENT	.81
X	WASTE HAULER STATEMENT	.71
X	ADJOINING PROPERTY OWNER STATEMENT	.91
х	HOLD HARMLES STATEMENT	.21
Х	ENTRY CONSENT STATEMENT	.pI
х	LIST OF OWNERS WITHIN 660 FEET	13.
х	LOCATION OF PARKING	15.
х	PROPERTY WITHIN 660 FEET OF EVENT	11.
Х	WAP OF PROPERTY	.01
X	AMBULANCE STATEMENT (DMH-EMS with hospital CEO signature)	.6
х	SECURITY STATEMENT	.8
*X	MAXIMUM ATTENDANCE maximum not known	٦.
X	DATE & HOURS OF EVENT	.9
I at Y I	WAIVER FROM ADJOINING PROPERTY OWNE Pending one signature update. Will be provided at m	5.
X	LEGAL DESCRIPTION	4.
X	PHYSICAL LOCATION	3.
X	OMNEKS NYWE	2.
X	APPLICANTS NAME	ı.

MALCOLM PAGE	JIM MOODY	FRANK RUSSELL	PAM FEAGLE	THOMAS DEMPS
District 1	District 2	District 3	District 4	District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk P. O. Box 620, Perry, FL 32348 (850) 838-3506 Phone (850) 838-3549 Fax TED LAKEY, County Administrator 201 E. Green Street, Perry, FL 32347 (850) 838-3500, extension 6 Phone (850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney P.O. Box 167, Perry, FL 32348 (850) 584-6113 Phone (850) 584-2433 Fax

	APPL	ICATION	FOR SPECI	AL EVENT I	PERMIT	FEE: <b>\$250.00</b>
PERMIT TYPE:	MUD I	30G			DA	ГЕ:01/22/19
APPLICANT NAME	3 Por	nds, LLC	BA Iron Hors	e Mud Ranch	l	
MAILING ADDRESS	S: _P.O. ]	Box 22				
PROPERTY OWNER	: Big P	onds, LLC				
PROPERTY ADDRE	SS: _899	9 US 19 Sc	outh, Perry, FL	32348		
PHONE#:	813-90	9-3288		PA	ARCEL #:	8744-200 8743-000
	PROPER	TY OWNE	ERS WITHIN	660 FEET OF	F ACTIVIT	Y
1. Big Ponds, LLC			2.	Andyland, L	LC	1
3. Sandra Laura Lee			4.	Jack Fernand	dez	
5. Martin Ellison			6.	<b>&gt;</b>		
7			8.			
EVENT DATE(S):	03/07 - 03/10 AND 05/02- 05/05	START:	Wednes		END:	
HOURS OF OPERAT	ION:	START:	7:00 a	m.	END:	7:00 p.m.
EXPECTED ATTEND	DANCE:	1000-	+ M	IAXIMUM A	TTENDAN	NCE: No way to determine

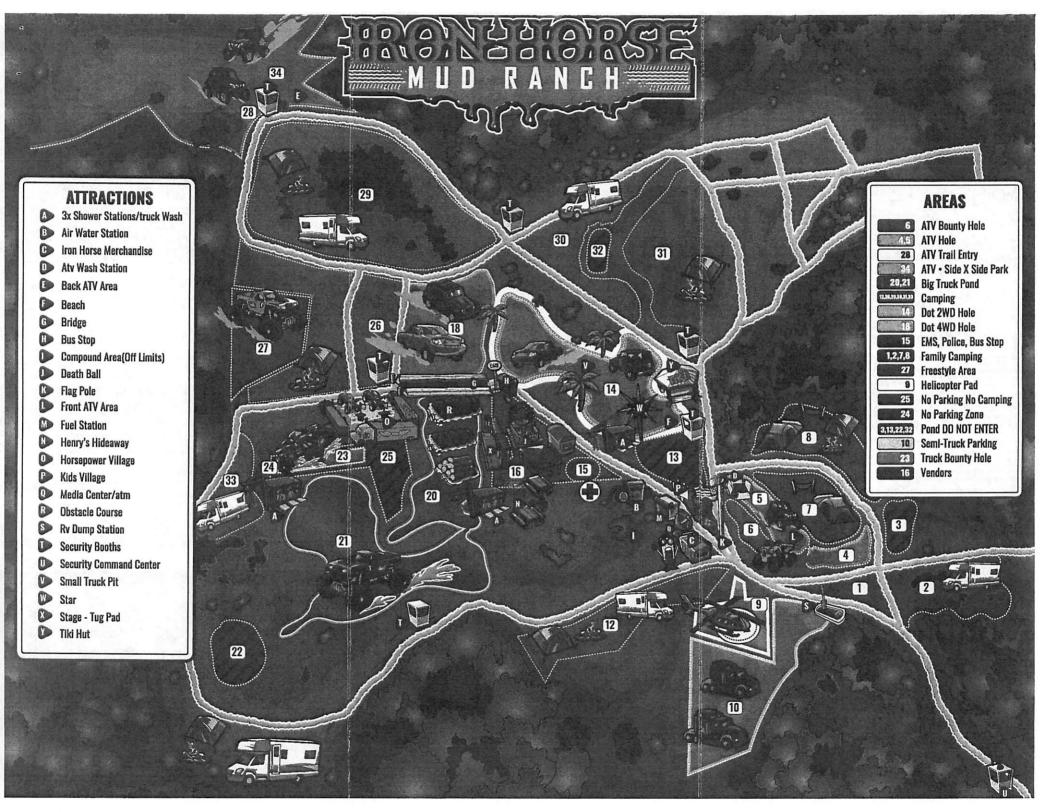
SANITARY FACILITIES PROVIDER:	Murray's Septic 850-672-0103
SOLID WASTE CONTRACTOR:	Waste Pro 352-463-6200

*4*,

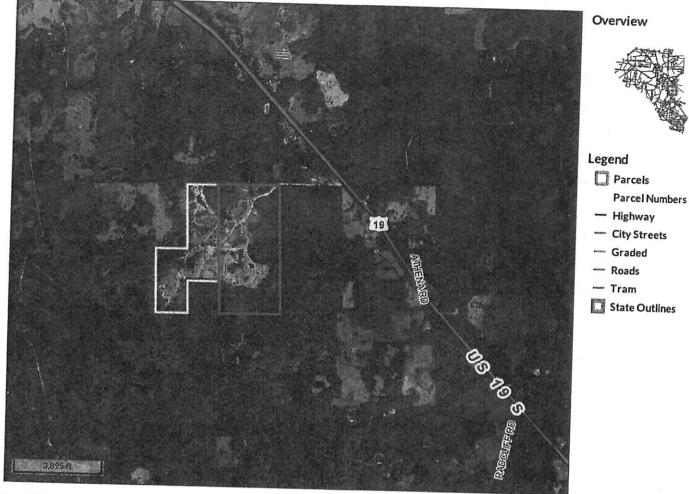
### ATTACH THE FOLLOWING

- 1. Exact location, legal description, area and shape of all lands used for parking or other incidental uses.
- 2. Exact location, legal description, area and shape of the land on which the event will take place.
- 3. Sworn statement from security provided, if other than Taylor County Sheriff's Department.
- 4. Statement as to what medical / ambulance services will be provided. (Agreement with DMH-EMS must contain signature of hospital CEO).
- 5. Copy of, or Statement of intent to issue, \$1,000,000.00 Insurance Policy.
- 6. Copy of Contract for Solid Waste Disposal.
- 7. Copy of Contract for Sanitary Waste Disposal.
- 8. Entry Consent, Adjoining Property Owner, and Hold Harmless agreements signed and notarized.
- 9. A map drawn to scale of at least 1" = 400', showing:
  - a. Property location;
  - b. Location of highways, roads, lots and lands within 660 feet activity;
  - c. Location of parking area and all incidental uses;
  - d. All interior access ways;
  - e. Access to the property;
  - f. Location of toilet, medical, and drinking facilities.
- 10. Proof of ownership of the property, or an agreement signed by the property owner permitting such use of the property.
- 11. Signed waiver from all property owners within 660 feet of the activity.
- 12. Signed statement from County Fire Chief that adequate fire protection provisions will be provided.

LEG 0320.00 ACRES - W1/2 OF SECTION OR 665-908-912-926 -SUBJ TO & TOGETHER WITH ESMTS IN - OR 233-683 & 665-880 & 665-897 -LEG 0200.00 ACRES N 1/2 OF SE 1/4 & SW 1/4 OF SE 1/4 - & E1/2 OF NE1/4 - OR 665-908-912 **SUBJ TO & TOGETHER** WITH ESMTS -



## County Proporty Approxime Taylor County, FL



Parcel ID Sec/Twp/Rng

08743-000 03-06-08

Property Address 9001 US 19 S

CO

District

**Brief Tax Description** 

Alternate ID n/a

Class

Improved

Acreage

320

Owner Address BIG PONDS LLC

1520 ROCK ISLAND RD

OELWEIN IA 50662

LEG 0320.00 ACRES - W1/2 OF SECTION - OR 665-908-912-926 - SUBJ TO & TOGETHER WITH ESMTS IN - OR 233-683 & 665-880 & 665-897 - OR 775-63 OR 778-155

(Note: Not to be used on legal documents)

Date created: 1/22/2019 Last Data Uploaded: 1/21/2019 9:28:45 PM

Developed by Schneider

## HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

### MUD BOG SPECIAL EVENT

- 1. I hereby agree to indemnify, hold harmless and defend the county and the sheriff, as well as the board of county commissioners, all county employees, agents, appointees, and designees from any and all manner of action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever which may result from or be in any way connected or related to the event.
- 2. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

KAPI LAPSON		
Print Name	Signature	

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, <a href="Larson">Larson</a>, personally known to me (V) produced identification ( ) to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness may hand and official seal this 11th day of May, 2018

NOTARY PUBL

My Commission

S. BECKY B. WEEKLY
S MY COMMISSION # GG 114859
EXPIRES: July 22, 2021
Bonded Thru Notary Public Underwriters

## **ADJOINING PROPERTY OWNER AGREEMENT**

1. I hereby agree to reimburse all owners and occupants of property adjoining the subject

MUD BOG SPECIAL EVENT

EXPIRES: July 22, 2021 Bonded Thru Notary Public Underwriters

premises for all damages of any kind to such owners or occupants or to their property caused by the applicant, owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event not been held
Print Name Signature
I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Kari Larson, personally known to me (v) produced identification ( ) to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.
Witness may hand and official seal this 11 day of May, 2018.
Beeley B. Weekly NOTARY PUBLIC
My Commission Expires:  BECKY B. WEEKLY

### **ENTRY CONSENT AGREEMENT**

MUD BOG SPECIAL EVENT

1. I hereby consent to the entry at any time in the course of his or her duties of any emergency personnel (EMS), peace officer, member or employee of the board of county commissioners, county manager, county engineer, county forester or county fire chief or state fire marshal, sheriff, county health officer and any other county officer or state officer in the performance of his or her duties.	
Print Name Signature	
I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, <u>hari arsin</u> , personally known to me (v) produced identification () to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.	
Witness may hand and official seal this 114 day of May, 2018.	
Beek B. Weekly NOTARY PUBLIC	
My Commission E BECKY B. WEEKLY MY COMMISSION # GG 114859 EXPIRES: July 22, 2021 Bonded Thru Notary Public Underwrite	

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DATE: _		
	I give my consent to have a Special Eve	nt (Mud Boggs) within 660 feet of my property.
	Print Name	Dand Klant
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	SPECIAL 1	EVENT WAIVER
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ATTENTION GARY Wells

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Print Name	The state of the s
	Signature

## **SPECIAL EVENT WAIVER**

DATE: Detaber 3, 20 8

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

The Jacinto J. Fernandez Grandchildren's Irrevocable Trust

By: Vincent Fernandez, Trustee

**Print Name** 

ignature

## PLACE BUSINESS CARD HERE



## Service Agreement

		IER SITE	INFORM	ATION		0					
Site Name: Iron Horse Ranch Mar. 2019				halli kiribi ke d	Customer Class:			Effective Date:		Account #:	
Serv	Service Address:						11,27,530				
8999 US Hwy S.							Service Area: Taylor		rea:	Salesperson: Joet Thomton	
City/State: Zip Co						Code:	Contact Name:				
Perry, FL						323	348	Henry Lee			
Karilarson24@gmail.com Telephone: 843-4246								Fax:		Mobile:	
<b>BESTRES</b>	CANADA MANAGEMENT	INFORM.			040-4240						
	g Name:	IIVI ORIVIZ	TION								
Todd's Specialized Rigging							P.O. # Required? Y / N				
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TERMS & CONDITIONS ON THE REVERSE

F.W. Murray's Septic P.O. Box 1328 Perry, Florida 32348

January 22, 2019

To Whom It May Concern:

We propose to provide any and all sanitation needs for the Iron Horse Mud Ranch located on South Highway 19 during the following dates: March 7, 2019 – March 10, 2019. If you have any questions feel free to contact me directly.

Sincerely, F.W. Murray Owner



The same state of the same of

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this cartificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Leslie Anderson Swann Insurance Agency Inc PHONE (AIC, No, Ext): 850-584-5800 105 1/2 N. Jefferson St ADDRESS: swanninsurance@fairpoint.net Perry, FL 32347 INSURER(S) AFFORDING COVERAGE NAIC# NSURER A : Mid Continent Excess & Surplus Ins Co INSURED INSURER B: 3 Ponds LLC-DBA Iron Horse Mud Ranch MEURER C : 8999 US Highway 19 South INSURER D: Perry, FL 32348 INSURER E : MSURER F COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP POLICY NUMBER COMMERCIAL GENERAL LIABILITY 10/31/2018 10/31/2019 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 09-SL-000014026 s 1,000,000 CLAIMS-MADE X OCCUR s 100,000 MED EXP (Any one person) s EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE \$ 2,000,000 POLICY PRO LOC PRODUCTS - COMPYOP AGG \$ 2,000,000 OTHER: AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (En accident) ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED AUTOS ONLY \$ BODILY INJURY (Per accident) PROPERTY DAMAGE AUTOS ONLY \$ -5 UMBRELLA LIAB OCCUR EXCESS LIAS EACH OCCURRENCE \$ CLAIMS-MADE DED RETENTIONS AGGREGATE \$ WORKERS COMPENSATION AND EMPLOYERS LIABILITY PER ANYPROPRIETOR/PARTHER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT If yes describe under DESCRIPTION OF OPERATIONS below E L. DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT | \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION **Taylor County Board of County Commissioners** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED 201 E. Green St. ACCORDANCE WITH THE POLICY PROVISIONS. Perry, FL 32347 AUTHORIZED REPRESENTATIVE



### WAYNE PADGETT - TAYLOR COUNTY

108 N. Jefferson Street, Suite 103 • Perry, Florida 32347 850-584-4225 • 1-800-800-4740 Dispatch 1-800-669-7123

February 12th, 2019

To Whom It May Concern:

The Taylor County Sheriff's Office will provide deputies for security on May 2nd thru the 5th, 2019 as requested by Trey Howard, for the Iron Horse Mud Ranch Mud Bog.

Any Additional security needed must be provided by private security.

Thank you,

Major Marty Tompkins

Taylor County Sheriff's Office



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Thank you,

Major Marty Tompkins

Taylor County Sheriff's Office



# Taylor County Fire Rescue



501 Industrial Park Dr. - Perry FL 32348

(850) 838-3522

Fax (850)838-3524

1/28/2019

To whom it may concern,

Taylor County Fire Rescue will provide fire coverage for the Iron Horse Mud Bog event beginning on May 2<sup>nd</sup>. A dedicated fire watch consisting of two fire fighters and a fire apparatus shall be onsite May 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup>. The fire watch will begin at 08:00 AM each morning and conclude at 10:00 PM, conclusion time may be extended should the situation dictate.

At all times open to the public there will be Iron Horse staff on site with mobile Class ABC fire extinguishers. On the closing day of May 5<sup>th</sup> fire coverage will be provided by the event staff utilizing an established emergency plan that will call 911 dispatch should a fire occur.

Dan Cassel Fire Chief



# Taylor County Fire Rescue



501 Industrial Park Dr. - Perry FL 32348

(850) 838-3522

Fax (850)838-3524

1/28/2019

To whom it may concern,

Taylor County Fire Rescue will provide fire coverage for the Iron Horse Mud Bog event beginning on March 7<sup>th</sup>. A dedicated fire watch consisting of two fire fighters and a fire apparatus shall be onsite March 7<sup>th</sup>, 8<sup>th</sup>, and 9<sup>th</sup>. The fire watch will begin at 08:00 AM each morning and conclude at 10:00 PM, conclusion time may be extended should the situation dictate.

At all times open to the public there will be Iron Horse staff on site with mobile Class ABC fire extinguishers. On the closing day of March 10<sup>th</sup> fire coverage will be provided by the event staff utilizing an established emergency plan that will call 911 dispatch should a fire occur.

>- <

Dan Cassel Fire Chief



### **IRON HORSE 2019**

EMS Coverage at \$156.00 per hour.

March 7, 2019 (Thursday) 24 hrs \$3744.00 March 8, 2019 (Friday) 24 hrs \$3744.00 March 9, 2019 (Saturday) 24 hrs \$3744.00 March 10, 2019 (Sunday) 8 hrs \$1248.00

Total

\$12,500.00

# **Dedicated Equipment**

ALS Staffed Ambulance Gator 6x6 Response Vehicle Mobile Command Center (Camper) ALS/BLS EMS Personnel Quick Response Vehicle NOTICE OF PUBLIC HEARING
PURSUANT TO SECTION 1065, TAYLOR COUNTY CODE OF
ORDINANCES
(ORDINANCE NO. 2001-12)
Notice is hereby given that the
Taylor County Board of County

# **LEGALS**



Commissioners will hold a public hearing on Tuesday, February 19, 2019, at 9:05 a.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 2011 East Green Street, Perry, Florda 32347, to hear an application for a SPECIAL EVENTS PERMIT (MUDBOG) to be held on March 7 – March 10, and May 2 – May 5, 2019, from 7:00 a.m. to 7:00 p.m. The event will be held at the Iron Horse Mud Ranch site located at 8999 S. US 19, Perry, Florida.

The application is available to the public and may be inspected at the Taylor County Planning Department, located at the Administrative Complex (Old Post Office), 201 E. Green Street, Perry, Florida 32347. Notice is further given, pursuant to Florida Statutes 286.0105, that any persons deciding to appeal any matter considered at this hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimeny and evidence upon which the appeal

# LEGALS



is to be based.
BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida.

1.300



# TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

WOUNDED WARRIORS DRAFT PROCLAMATION



MEETING DATE REQUESTED:

FEBRUARY 19, 2019

Statement of Issue:

THE BOARD TO CONSIDER APPROVAL OF A PROCLAMATION RECOGNIZING VISITING WOUNDED WARRIORS AND GUESTS IN TAYLOR COUNTY AND THANKING THOSE WHO ARE HOSTING THEM

Recommended Action: APPROVE THE PROCLAMATION

Fiscal Impact:

N/A

**Budgeted Expense:** 

Submitted By:

COMMISSIONER MALCOLM PAGE

Contact:

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE WOUNDED WARRIOR PROJECT IS A NON PROFIT ORGANIZATION WHOSE MISSION IS TO HONOR AND EMPOWER WOUNDED WARRIORS. THE WOUNDED WARRIOR PROJECT SEEKS TO ASSIST THOSE MEN AND WOMEN OF OUR ARMED FORCES WHO HAVE BEEN SEVERELY INJURED DURING THE CONFLICTS IN IRAQ, AFGHANISTAN, AND OTHER LOCATIONS AROUND THE WORLD.

Options:

Attachments:

DRAFT PROCLAMATION

### **PROCLAMATION**

# Recognizing Visiting Wounded Warriors and Guests in Taylor County And Thanking Those Who Are Hosting Them.

Whereas it has been brought to the attention of the Taylor County Board of County Commissioners that a group of wounded warriors has accepted an invitation to attend a funfilled eight day event in Taylor County between March 3 and March 10, 2019; and,

Whereas this event is being sponsored by a group of civil-minded citizens and community leaders of Taylor County to provide eight days of fishing and hunting for these deserving veterans and guests; and,

Whereas Taylor County, Florida, is widely known for its gracious hospitality and generosity; and,

Whereas Taylor County residents revere and respect all veterans, especially those who were wounded while serving our nation and protecting our freedom; and,

Whereas on behalf of all citizens of our great county, the Board of County Commissioners desires to thank all veterans for their service to our nation;

Now therefore be it resolved by the Board of County Commissioners in Taylor County, Florida, that its highest welcome is extended to these warriors and guests who have been invited to enjoy the splendid recreational opportunities planned for this occasion and thanks the civic-minded individuals who have made this possible.

Done and ordered this 19th day of February 2019, in Taylor County, Florida.

	Pam Feagle
	Chair, Board of County Commissioners
	Taylor County, Florida
ATTEST:	
ANNIE MAE MURPHY, CLERK	
Taylor County, Florida	

# TAYLOR COUNTY BOARD OF COMMISSIONERS

# County Commission Agenda Item

# SUBJECT/TITLE:



COMMISSIONERS TO CONSIDER AWARD OF THE SAN PEDRO ROAD WIDENING & RESURFACING PROJECT AND ASSOCIATED CEI SERVICES PROPOSAL FROM CHW. INC.

MEETING DATE REQUESTED:

February 19, 2019

### Statement of Issue:

The Board received proposals for the widening and resurfacing of San Pedro Road on January 18, 2019. The Board appointed LaWanda Pemberton, Hank Evans and Kenneth Dudley as the Bid Review Committee.

### Bids received for the Project are as follows:

Anderson Columbia Co., Inc. Pigott Asphalt and Sitework, LLC \$2,318,899.73 \$2,862,955.00

Capital Asphalt

\$4,965,000.00

### **Recommended Action:**

Staff recommends that the Board award the widening and resurfacing of San Pedro Road to Anderson Columbia Co., Inc. as the lowest responsive bidder. Additionally, Staff also recommends approving the associated Construction Engineering Inspection proposal from CHW, Inc.

**Fiscal Impact:** 

FISCAL YR 2018/19 - \$1,033,914.84 SCOP Funding Remaining

FISCAL YR 2018/19 - \$155,990.00 SCOP Funding

**Budgeted Expense:** 

PARTIAL FUNDING AVAILABLE

Submitted By:

ENGINEERING DIVISION

Contact:

COUNTY ENGINEER

# SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

### History, Facts & Issues:

The Board requested and received bids on January 18, 2019 for the widening and resurfacing of San Pedro Road from US HWY 27 to Just South of Faulkner Rd, approximately 3.1 miles. On January 22, 2019, the three bids received were opened and distributed to the Bid Committee for review. These bids were reviewed and the results of that review area as follows:

	Company Name						
Required Items	Anderson Columbia Co., Inc.	Pigott Asphalt and Sitework, LLC	Capital Asphalt				
Bid Bond	√, 5%	√, 5%	√, 5%				
Project Addenda	✓	✓	✓				
Insurance - Liability /Workers Compensation	✓, Expires 5/1/2019	✓, Expires 2/26/2019	✓, Expires 8/17/2019				
Workers' Compensation Hold Harmless	N/A	N/A	✓				
Public Entity Crimes Affidavit	<b>√</b>	<b>√</b>	✓				
Non-Collusion Affidavit	<b>√</b>	<b>√</b>	✓				
Valid Business Contractor License/ FDOT PreQualified	<b>√</b>	✓	✓				
E-Verify Registration	X	Statement of Unavailability	Statement of Unavailability				
Proposed Subcontractors & Suppliers	X	✓	Х				
Project References	X	✓	✓				
Proposal Amount	\$2,318,899.73	\$2,862,955.00	\$4,965,000.00				

Although Anderson Columbia's response omitted their Project Reference and Proposed Supplier and Subcontractor information, they have completed several similar projects in Taylor County and are typically found to self-perform a majority of the work and will be required to provide such information as a condition of the Award Notice for review and approval. Additionally, Contract execution will be delayed until Anderson is also able to submit proof of the E-Verify obligations. Staff will work with Anderson Columbia to resolve any concerns with such information. Notwithstanding these issues, the Bid Committee recommends Anderson Columbia as the lowest responsive bidder and recommends awarding the San Pedro Road Widening/Resurfacing project to Anderson.

Under the terms and conditions of their Continuing Construction Engineering and Inspection (CEI) Services Contract, CHW, Inc. was solicited to provide a proposal to perform CEI services for this project. This will be their first project providing CEI services for Taylor County. CHW has proposed a cost of \$155,990.00 for such services coincident with the proposed contractual term of the construction contract. Staff recommends approving CHW's CEI proposal.

It is important to note that subsequent contract execution for these proposals is contingent on securing sufficient funding. Staff is working with FDOT to acquire supplemental funds but in the event that proves unsuccessful, The Board will need to address the project with respect to allocating local funding, a reduction in project scope, delay or cancellation.

### **Options:**

- 1) Award the San Pedro Road bid to Anderson Columbia as the lowest repsonsive bidder and approve the CHW proposal for Construction Engineering Inspection services.
- Reject Anderson Columbia as the lowest repsonsive bidder and/or deny the CHW 2) proposal for Construction Engineering Inspection stating reasons for such denial.
- Consider an overall proposal that represents Taylor County's best interest as 3) determined by the Board of County Commissioners.

### **Attachments:**

Anderson Columbia, Co. Bid CHW CEI Proposal

# **Review Committee:**

Hank Evans, Public Works

Kenneth Dudley, County Engineer



### **BID FORM**

# San Pedro Road Widening/Resurfacing

### 2015-007-ENG

### TABLE OF ARTICLES

<u>Article</u>	Article No
ARTICLE 1 – BID RECPIENT	
ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS	•
ARTICLE 3 - BIDDER'S REPRESENTATIONS	•
ANTICLE 4 - FURTHER REPRESENTATIONS	•
AKTICLE 3 - BASIS OF BID	2
ARTICLE 6 - I IME OF COMPLETION	•
ARTICLE / - ATTACHMENTS TO THIS BID	2
ARTICLE 6 - DEFINED TERMS	
ARTICLE 9 – BID SUBMITTAL	Λ
	****** 7

### ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Taylor County Board of County Commissioners Clerk of Court 1<sup>st</sup> Floor Courthouse, Suite 102 108 North Jefferson St. Perry, Florida 32347

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

# ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

# ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.

Addendum Date

One (1)

01/14/2019

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder
  has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable
  to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

# **ARTICLE 4 – FURTHER REPRESENTATIONS**

- 4.01 Bidder further represents that:
  - A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
  - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
  - C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
  - D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

#### ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

San Pedro Road Widening/Resurfacing Project

TWO MILLION THREE HUNDRED EIGHTEEN THOUSAND EIGHT

Total Lump Sum Bid Price

HUNDRED NINTY NINE DOLLARS AND SEVENTY THREE CENT

(numerals)

\$2,318,899.73

180 Days

(words)

Any and all specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bidder also acknowledges that the award of this project or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the project in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions as more specifically detailed within these specifications.

# ARTICLE 6 - TIME OF COMPLETION

- Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment 6.01 in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete 6.02 the Work within the Contract Times.

# ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
  - A. Required Bid security in the form of
  - B. Certificate of Liability Insurance or Agency Statement
  - C. Declaration Page form Workers' Compensation Insurance or Exemption Issued by the State of Florida
  - D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)
  - E. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
  - F. Non-Collusion Affidavit
  - G. Valid Business/Contractor Licensing/Registration Information
  - H. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.

- Proof of Contractor and any subcontractors enrollment in and compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system or a statement that such compliance will be prior achieved prior to contract execution.
- J. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
- K. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- L. List of Project References (Include: Project Cost, Completion date, Owner Contact information, etc.)

# ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

, , , , , , , , , , , , , , , , , , ,	
ARTICLE 9 - BID SUBMITTAL	
9.01 This Bid submitted by:	
If Bidder is:	
An Individual	
Name (typed or printed):	
By:(Individual's signature)	
Doing business as:	_
A Partnership	
Partnership Name:	(SEAL)
Ву:	
By: (Signature of general partner attach evidence of authority to sign)	- Committee
Name (typed or printed):	5.8
A Corporation	20 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Corporation Name: Anderson Columbia Co., Inc	_(SEAL)
State of Incorporation: _Florida	MONA
Type (General Business, Professional, Service, Limited Liability): General	
By: (Signature attach evidence of authority to sign)	
Name (typed or printed): E. Tony Williams, Jr.	<u> </u>

EJCDC C-410 Suggested Bid Form for Construction Contracts
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00410 - 4

Title: Vice President (COR	PORATE SEAL)
Attest	
Date of Anthorization to do business in FLORIDA is 03 / 07 / 1988.	•
Joint Venture	
Name of Joint Venture:	
First Joint Venturer Name:	
Ву:	
By:(Signature of first joint venture partner — attach evidence of authority to sig	$\overline{n}$
Name (typed or printed):	
Title:	
Second Joint Venturer Name:	_(SEAL)
By: (Signature of second joint venture partner attach evidence of authority to	<del></del> ;. ,
Name (typed or printed):	
Title:	_
(Each joint venturer must sign. The manner of signing for each individual, corporation that is a party to the joint venture should be in the manner indicated a	partnership, and above.)
Bidder's Business Address	-
Phone NoFax No	-
SUBMITTED on	
State Contractor License No (If applicable)	

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

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

l.	This sworn statement is submitted with Bid, Proposal or Contract No. 2015-007-ENG
	for Taylor County Board of County Commissioners
2.	This sworn statement is submitted by Anderson Columbia Co., Inc  (Name of entity submitting sworn statement)
	Whose business address is P. O. Box 1829, Lake City, FL. 32056
	and
	(if applicable) its Federal Employer Identification Number (FEIN) is 59-2873935 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
	statement:
3.	My name is E. Tony Williams, Jr. and my relationship to the entity
	name above is Vice President
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes: means violation of any state or federal law by a person with respect to and directly related to the transaction of

- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statistics; means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime: or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8.	Based on information and belief, the statement, wh submitting this sworn statement. (Please indicate w	nich I have marked below, is true in relation to the entity thich statement applies)
<u> </u>	Neither the entity submitting this sworn statem shareholders, employees, members or agents who a entity has been charged with and convicted of a published	nent, nor any officers, directors, executives, partners, are active in management of the entity, nor affiliate of the olic entity crime subsequent to July 1, 1989.
	share holders, employees, members, or agents who	or more of the officers, directors, executives, partners, are active in management of the entity has been charged ent to July 1, 1989 <u>AND</u> (Please indicate which additional
j	Florida, Division of Administrative Hearin	the conviction before a hearing officer of the State of igs. The final order entered by the hearing officer did not ed vendor list. (Please attach a copy of the final order).
-	proceeding before a hearing office of the St final order entered by the hearing officer d	e convicted vendor list. There has been a subsequent tate of Florida, Division of Administrative Hearings. The etermined that it was in the public interest to remove the or list. (Please attach a copy of the final order.)
	The person or affiliate has not been placed taken by or pending with the Department o	on the convicted vendor list. (Please describe any action of General Services.)
Anderg	on Columbia Co., Inc	
	Yhwith_	January 18, 2019
E. Tony	(Signature) y Williams, Jr., Vice President	(Date)
2.5	OF Florida	•
COUNT	TY OF_Columbia	
PERSON	NALLY APPEARED BEFORE ME, the undersigned	authority E Tony Williams Ir
		(Name of individual signing)
who, afte	ter first being sworn by me, affixed his/her signature	in the space provided above on this 18th day
of <u>Janua</u>	ary , 2019 .	Land All
Му сот	amission expires: September 2, 2021	NOTABLY PUBLIC
		KARYL L HOWELL COMMISSION # GG136046 PUBLIC EXPIRES September 2, 2021 STATE OF FLORIDA RUI INSURANCE COMPANY

# **NON-COLLUSION AFFIDAVIT**

TZ)	ATE OF FLORIDA, CO	UNTY OF <del>TAYLOR)</del>	Columbia		
E	. Tony Williams, Jr.	·····	_being first di	ıly sworn, depos	es and says that:
(1)	He/She/They is/are the	Vice President			of
		(Owner, Partner, Off			
	Anderson Columbia Co	. Inc	, the Bido	ler that has subm	itted the attached Bid;
(2)	He/She/They is/are fully circumstances respecting		e preparation a	nd contents of the	e attached Bid and of all pertinen
(3)	Such Bid is genuine and	is not a collusive or sha	am Bid;		
(4)	interest, including this a with any other Bidder, fit the attached Bid has bee manner, directly or indi Bidder, firm, or person t any overhead, profit, or o	ffiant, have in any way irm, or person to submit on submitted; or to refra rectly, sought by agree to fix any overhead, pro- cost elements of the Bio y, connivance, or unlay	y colluded, con t a collusive or ain from Biddi ement or collu ofit, or cost ele d Price or the E	spired, connived sham Bid in connection in connection sion, or communents of the Bid Price of any control of the Bid Price of any control of the Bid Price of any control of the Bid Price of the	entatives, employees or parties in or agreed, directly or indirectly nection with the Work for which with such Work; or have in any nication, or conference with any or of any other Bidder, or to fix ther Bidder, or to secure through gainst (Recipient), or any person
(5)		agreement on the part o	f the BIDDER		ated by any collusion, conspiracy s agents, representatives, owners
Sia	odd, sofiled and delivered	of the presence of			
		is the presence or.			- 66
I X	NIHAPN) (V		By:	12/2	$\sim k V K_{\rm L}$
7	Witness		<i>D</i> <sub>3</sub>	Signature	
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	1/1/200	2//	_E. 7	Fony Williams, J	r., Vice President
	Witness			Print Name	and Title
	TE OF FLORIDA, (COL				
Un 1	inis the <u>18th                                    </u>		_, before me, in of indivi	c undersigned No dual(s) wi	tary Public of the State of Florida
•	ry) E. Tony Williams, Jr.				no appeared before ubscribed to the within Affidavit of
Non	-Collusion, and he/she/they:	acknowledge that he/she/t	hev executed it		abscribed to the within Amgayit of
1,01	Constituting and the one and the			1 11/2	
พเา	NESS my hand and offic	ial seal	V <sub>D</sub>		
****			Not	Public, State	of Florida
NO	TARY PUBLIC:			ily I doctory built (	
			,		KARYL L HOWELL
	AL OF OFFICE:			NOTARY PUBLIC STATE OF FLORIDA	COMMISSION # GG136046 EXPIRES September 2, 2021
(Na	me of Notary Public: Prin	t, Stamp or type as com	nmissioned)	4	RLI INSURANCE COMPANY
<u>x</u>	Personally known to me,	, or		Did take an oatl	ı, or
	Personal identification:		<del></del>	Did Not take an	oath.
Тур	e of Identification Produc	 ed			

### **BID BOND**

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address): Anderson Columbia Co., Inc. P. O.Box 1829 Lake City, FL. 32056 SURETY (Name and Address of Principal Place of Business): Travelers Casualty and Surety Company of America AND Liberty Mutual Insurance Company One Tower Sqaure 175 Berkeley Street Hartford, CT 06183 Boston, MA 02116 OWNER (Name and Address): TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS 108 NORTH JEFFERSON ST. PERRY FL, 32347 BID Bid Due Date: January 18, 2019 Project (Brief Description Including Location): San Pedro Road Widening/Resurfacing Contract: The intent of this contract is to secure all labor and equipment required for the San Pedro Road Widening/Resurfacing project in Taylor County, Florida, This project consists of widening and resurfacing an existing approximately 20 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing guardrail and stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications. BOND Bond Number: Bid Bond Date (Not later than Bid due date): January 18, 2019 Penal Sum: Five Percent of the Amount Bid (Words) (Figures) Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative. BIDDER SURETY Travelers Casualty and Surety Company of America AN Liberty Mutual Insurance Company Anderson Columbia Co., Inc (Seal) Bidder's Name and Corporate Seal Surety's Name and Corporate Sea By: By: Signature and Signature and Title Kevin Wojtowicz Attorn (Attach Power of Attorney) Attest: Attest: Signature Howell, Contract Administrator Signature and Title Jennifer Stephens

EJCDC NO. C-435 (2002 Edition)

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bove addresses are to be used for giving required notice.

. 0

- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2.In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
  - 3.1.Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2.All Bids are rejected by Owner, or
  - 3.3.Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kevin Wojtowicz of St. Petersburg, Florida, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February. 2017.







State of Connecticut

City of Hartford ss.

By: Robert I Raney Series Vice Provided

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

in Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June. 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Senior Vice President, any Vice President, any

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I. Kevin E. Hughes, the undersigned. Assistant Secretary of Travelers Casualty and Surety Company of America. Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

18#

day of January

2010







Kevin E. Hughes, Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No.8198058-964008

on any business day

### **POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Laura D. Mosholder, Brett Rosenhaus, Tracey Boone-Brown, Emily Golecki; John R. Neu, Daniel F. Oaks, Becky Stanton, Kevin Wojtowicz

all of the city of each individually if there be more than one named, its true and lawful attorney-in-fact to make, Saint Petersburg execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surely obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of November , 2018 .





Liberty Mutual Insurance Company The Ohio Casually Insurance Company West American Insurance Company

State of PENNSYLVANIA County of MONTGOMERY SS

On this 29th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance EST therein contained by signing on behalf of the corporations by himself as a duly authorized officer. this Power of Attorney of 9:00 am and 4:30 pm

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



#### COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public I Inner Menon Twn Monto My Commission Expires March 28, 2021 By: Teresa Pastella

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

s validity of the 40 between 9 Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety the va -8240 I any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such o confirm t -610-832-1 instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surely bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and

has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18<sup>+12</sup> day of January . 2019







Renee C. Llewellyn, Assistant Secretary

To: ALL RESPONDENTS

From: Kenneth Dudley, Taylor County Engineering Division

Date: January 14, 2019

Re: San Pedro Road Widening/Resurfacing Project

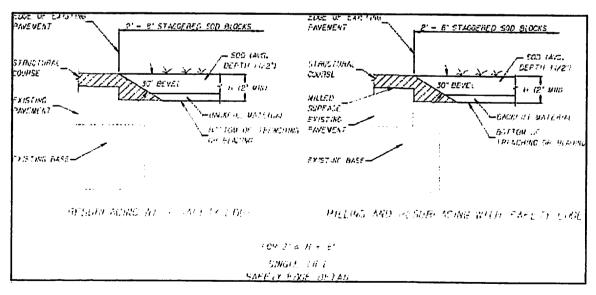
Addendum No. 1

This memorandum is to serve as an Addendum to the San Pedro Road Widening/Resurfacing Project solicitation package to be received in the Clerk's Office by 4:00 pm on Friday, January 18, 2019, and to be opened and read aloud by the Board of County Commissioners on January 22 2019.

These responses are to be considered as if originally incorporated into the Solicitation Documents:

- 1. Specifications Package Revisions.
  - A. Revise Article 5 Basis of Bid, Section 5.01 from the indicated "180 days" for completion to "200 days".
- 2. Updated Construction Plans. (Plans e-mailed to bidders of record)
  - A. Updated Construction Plans Sheet C3 dated June 21, 2018 in part to reflect:
    - i. Provide additional specifics for the Safety Edge Treatment
      - 1. See Figure 10-2 from FDOT Greenbook.

Figure 10 – 2
Safety Edge Detail (No Paved Shoulders)



ii. Typical Section: Reclaimed Width of Compacted Mixed Base is revised to be 25 feet wide. This total mixed width is inclusive of the +/- 20 feet wide Existing Roadway and the 2'-6" Limerock Widening on each side. The bottom lift of the widening will be installed and compacted with Density results obtained. The top lift of the widening will be installed but initially not tested as it will be mixed, compacted and tested as part of the overall mixed base.

I hereby ack	nowledge receipt of Addendum No. 1:
Name:	ECHULLE
	E. Tony Williams, Jr., Vice President
Company:	Anderson Columbia Co, Inc
Date:	1/18/2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	<del></del>	CONTACT				
1		CONYACT Catherine Galbraith				
Penta Risk Associates	of Georgia	PHONE (AC, No. Ext): (404) 809-2530 FAX	(404) 809-2531			
3715 Northside Pkwy		E-MAIL ADDRESS: cgalbraith@pentarisk.com				
Bldg 400 Suite 550		INSURER(S) AFFORDING COVERAGE	NAIC'S			
Atlanta	GA 30327	INSURERA: Zurich American Insurance Co	16535			
INSURED						
Andreas Delements	-	INSURER B :RSUI Indemnity Company	22314			
Anderson Columbia Co.	, inc.	INSURERCXL Insurance America, Inc.	24554			
P.O. Box 1829		INSURER D SAFETY NATIONAL CASUALTY	15105			
Lake City	TT 2005 C	INSURER E: Westchester Fire Ins Co	10030			
make City	FL 32056	INSURER F:				
COVERAGES	OFFITIOATE MINER TO TO TO					

CERTIFICATE NUMBER:18-19 Anderson FL w/ XS WC **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE.	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	's	
	X COMMERCIAL GENERAL LIABILITY					111111111111111111111111111111111111111	EACH OCCURRENCE	\$	2,000,000
A	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$	300,000
				GLO 0193980-02	5/1/2018	5/1/2019	MED EXP (Any one person)	\$	10,000
	CEAN ACCRECATE LIVE ADDUCE DEC						PERSONAL & ADV INJURY	s	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-						GENERAL AGGREGATE	\$	4,000,000
	POLICY A JECT X LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	\$	
- 1	X ANY AUTO						(Ea accident)	\$	2,000,000
A	ALL OWNED SCHEDULED	. ]					BODILY INJURY (Per person)	\$	
ŀ	NON-DWIED	l	- 1	BAP 0193981-02	5/1/2018	5/1/2019	BODILY INJURY (Per accident)	\$	
}	HIRED AUTOS AUTOS						PROPERTY DAMAGE (Per accident)	\$	
В	UMBRELLA LIAB X COCUR	$\dashv$						\$	
_	- SYSTEM LINE COUR		ı	NHA082801	5/1/2018	5/1/2019	EACH OCCURRENCE	\$	3,000,000
C	CCAIMS-MADE	- 1		SXS004977201		[	AGGREGATE	\$	3,000,000
	DED   RETENTION \$   WORKERS COMPENSATION		_		5/1/2018	5/1/2019		\$	
- 1	AND EMPLOYERS' LIABILITY				ľ		X PER OTH-		·
_	OFFICER/MEMBER EXCLUDED?	N/A	l i				E.L. EACH ACCIDENT	\$	1,000,000
D	(Mandatory in NH) If yes, describe under		ļ	SP 4058368	4/1/2018	4/1/2019	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
E	Excess Liability	ł		G27979117003	5/1/2018	5/1/2019	EACH OCCURRENCE		\$5,000,000
		- 1	- 1			ľ	AGGREGATE		\$5,000,000
	RIPTION OF OPERATIONS / LOCATIONS / VEHICL								42,000,000

CERTIFICATE HOLDER	CANCELLATION
EVIDENCE OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Brad Lastinger/CH

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# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

# CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

# WILLIAMS ERVIN TONY IR

ANDERSON COLUMBIA CO INC 871 NW GUERDON ST. LAKE CITY - FL 32055

LICENSE NUMBER: CGC060909

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



# Florida Department of Transportation

RICK SCOTT GOVERNOR

605 Suwannee Street Tallahassee, FL 32399-0450 MIKE DEW SECRETARY

April 18, 2018

ANDERSON COLUMBIA CO., INC. 871 NW GUERDON STREET LAKE CITY, FLORIDA 32055

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2019. However, the new application is due 4/30/2019.

In accordance with S.337.14 (1) F.S. your next application <u>must be</u> filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: <a href="https://fdotwpl.dot.state.fl.us/ContractorPrequalification/">https://fdotwpl.dot.state.fl.us/ContractorPrequalification/</a>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

#### FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, R&R MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, UTILITY WORK

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager

Contracts Administration Office

AA:c)



March 15, 2016 Revised March 14, 2017

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

RE: Project No. 2015-007-ENG

San Pedro Road Widening/Resurfacing - CEI Services

Taylor County, FL

#### Dear Kenneth:

On behalf of CHW, thank you for the opportunity to provide a proposal for Construction Engineering Inspection (CEI) Services for the San Pedro Road Widening & Resurfacing project. We have prepared a preliminary scope and fee for the proposed project CEI Services in consideration of your email request for proposal of January 8, 2016, the provision requirements of the active CEI Continuing Services contract, the general project scope for widening and resurfacing, experience on past projects in Taylor County, and our preliminary investigation of the project location and existing conditions. On the basis of the above considerations CHW will provide the following:

### PROJECT UNDERSTANDING:

The San Pedro Road Widening & Resurfacing is inclusive of the full extent of roadway, ranging from the intersection of East Green Street (CR 356) and Faulkner Road at the northern extent to US Highway 27 (immediately east of the former weight station) at the southern extent. The total length of the project along San Pedro is approximately 3.1 miles and appears to reside within an approximately 60-foot right-of-way. The roadway is a rural roadway with predominantly flat topography with wide, gradual shoulders. Shallow ditches currently provide stormwater attenuation and conveyance. The existing condition of asphalt along the roadway is in poor condition with exception to a few maintenance patches along the route. The majority of residential frontage (and direct access) to be impacted by the project lies west of the roadways which, along with pass-through traffic, are anticipated to be the most prevalent considerations related to MOT. Specific conditions that affect construction are the existing above ground utilities just south of Faulkner Road that may

TEL: (352) 414-4621

TEL: (352) 331-1976 132 NW 76th Drive, Galnesville, Florida 32607 101 NE 1st Avenue, Ocala, Florida 34470 WWW.CHW-INC.COM

potentially require relocation, and the existing guide rail and cross-drainage south of Olin Davis Road that may inhibit widening without amendment to these existing improvements. Care will need to be given during widening operations in order to preserve the integrity if the existing asphalt pavement in general unless complete milling of the existing surface is performed. In addition, if conveyance improvements are proposed for the roadway care will need to be given to the connectivity with offsite existing conditions and ensuring that side drains flow and do not retain water due to the flat topography.

On the basis of past roadway improvement projects in Taylor County, discussion with the design EOR for the proposed project, and our understanding of widening considerations within a fixed right-or way, the assumed scope of improvements for the project are: widening of the existing roadway to achieve 12-foot minimum lane width, resurfacing of the existing roadway concurrent with the widening operation, construction of 8-foot stabilized grass shoulders along the extents of the improved roadway, updating of relevant signage to current MUTCD standards, striping of the improved roadway, improvement of intersections adjoining the project, construction of new paved driveway turnouts, alleviation of the design clear zone of existing improvements and impediments in conformance with FDOT requirements, restoration of ditch conveyance, selective addition of side drains at driveway connections for conveyance improvements, and the potential for a minimum of one crossdrainage extension at the existing low south of Olan Davis Road.

In consideration of the anticipated scope of work above the estimated project duration is approximately 275 calendar days (equating to relatively 197 working days of construction) if the entirety of the 3.1-mile roadway is improved. On the basis of 197 working days of construction, including a maximum of 20 working days between Substantial and Final Completion of the project, the basis for compensation includes a not-to-exceed budget for equivalent "Inspecting Days" plus additional inspector support during paving operations for both project and plant support. A timeframe of 3-weeks is estimated for comprehensive paving operations. Note: If the project scope is reduced or the project is phased due to budgetary constraints the total duration will inherently be reduced, resulting in a reduction of Inspecting Days and cost for CEI services.

### SCOPE:

CHW shall be responsible for providing following scope of services:

### <u>General</u>

 CHW, as the acting CEI, will abide by the provisions of the Contract for Professional Engineering Services, dated 07/24/15, and as outlined in its Exhibit "A" outlining the Scope of Services for Construction Engineering Inspections. In accordance with the needs of the project as determined by Taylor County elements of the scope of work specifically included or excluded for this project are clarified in this proposal.

- It shall be the responsibility of CHW to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
- CHW shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, consult with the EOR for changes to be administered in the field, and direct the Contractor to correct such observed discrepancies. CHW is designated by the County to negotiate and approve Supplemental Agreements that do not effect time, cost, or design intent. CHW will report such activities in the weekly log. Any other Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval by CHW. For any Supplemental Agreement, which include time or cost, CHW shall prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. CHW shall consult with the County, as it deems necessary and shall direct all issues, which exceed its delegated authority to the County for action or direction. CHW shall advise the County of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. CEI services provided by CHW shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.
- CHW shall assist in coordinating the Construction Contract administrative activities of all parties involved in completing the construction project. This shall include facilitation of coordination and response with the owner's representative and design EOR providing construction administration services to the project. Services shall include maintaining the required level of review of the Contractor compliance activities to assure compliance with the specifications, and special provisions of the Construction Contract. CHW shall maintain complete, accurate records of all compliance activities and events relating to the project performance and properly document all deficiencies. Pursuant to the contract CHW shall not be liable for failure of other parties to follow written direction from CHW as the project CEI. CHW will escalate non-compliance issues to the Taylor County Engineer, as Owner's representative, in the event that the County's interests are at stake as a result of non-compliance by others as it relates to conformance with the Construction Contract and project plans and specifications.

### Length of Service

 CHW's services for this Construction Contract shall begin at the 90% CD design stage, upon written notification to proceed by the County. For the duration of the project, CHW shall coordinate closely with the County and Contractor to minimize rescheduling activities due to construction delays or changes in scheduling of Contractor activities. The combined anticipated letting, procurement, and construction duration for the project is 335 days total. CHW's proposal is based on the assumption that the contract work will generally take place Monday – Friday, 8:00 AM to 5:00 PM, with limited overtime and weekend work for paving operations only—this is for the basis of estimated time only. CHW will have a representative onsite whenever the contractor is performing work onsite. CHW reserves the right to revisit CEI fees based on actual contract time and contractor's schedule (i.e. overtime/weekend hours, contract time extensions given to contractor, etc.). Should the contractor overrun the allotted contract time resulting in liquidated damages to the contractor, thereby extending CEI service coverage and cost, CHW shall track all extended cost and submit an invoice to the County to be reimbursed via assessed liquidated damages from the contractor.

### Items Furnished by CEI

- Office Automation CHW will provide all supporting technology as required to fulfill
  the scope of CEI services for this project. This specifically includes Microsoft Office
  platforms for document preparation and correspondence, as well as Blue Beam
  Revu for formal report compilation with record photo arrays.
- File Repository CHW will provide an FTP site for the project whereby project files may be stored and exchanged with the owner and engineering consultant.
- Vehicles CHW CEI inspectors will be fully equipped with appropriate inspection and safety equipment as necessary to effectively carry out the requirements of this project. Vehicles shall have the CHW name and phone number visibly displayed on the vehicle.
- CHW shall supply engineering survey and inspection equipment, and will subcontract with a testing company to supply testing equipment essential in order to carry out the work for this project, as applicable. Such equipment includes those nonconsumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work prescribed for this project.

### **Onsite Inspection**

- CHW shall monitor the Contractor's on-site construction activities and inspect
  materials entering into the work in accordance with the plans, specifications, and
  special provisions for the Construction Contract to determine that the projects are
  constructed in reasonable conformity with such documents.
- CHW shall keep accurate records of the Contractor's daily operations and of significant events that affect the work.
- CHW shall be responsible for monitoring the contractor's inspection of Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the FDOT's procedures.

### Sampling & Testing

CHW shall provide daily surveillance and oversight of the Contractor's Quality
Control activities and determine the acceptability of all materials and completed work
items on the basis of either test results, verification of a certification, or applicable
quality assurance reviews.

- Plant Verification in accordance with Work Group 10.3 is included. Plant time is anticipated as 3-weeks (15-business days) for paving operations to include plant verification by a certified plant inspector (Asphalt Plant 1 & 2).
- For the purposes of this project CHW has included a budget for administration of field-based Verification Testing (to be performed by a sampling and testing subconsultant) for as-needed consideration by the County. Sampling and testing shall be administered in accordance with Section 9.5 of the active Professional Engineering Services contract Exhibit A. The proposed not-to-exceed allowance value for field VT Sampling and Testing is \$6,834.00. Field sampling and VT testing efforts will be tracked against this reimbursable allowance value.

### Specific Considerations & Inclusions

- 1. <u>Pre-Construction Conference:</u> Prepare for and conduct the project Pre-Construction Conferences. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and the County. Prepare and distribute detailed minutes of the meeting.
- 2. <u>Construction Phase Meetings:</u> Prepare the agenda, attend, and conduct as-needed meetings with County personnel, EOR, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting, and distribute written minutes to the appropriate parties.
- 3. Project Administration: Provide project administration and coordinate with the County and EOR during the construction phase. Prepare for and attend, when requested, any periodic or in-depth County inspections that may be conducted on the project related to project work, progress or records. Prepare for, cooperate with, and assist others that may be assigned to review project records, payments, reports, etc. Provide ample inspectors, testing laboratory personnel, and assistance to adequately oversee all work being done on the contract. Monitor CHW hours worked on the project and justify any need for overtime with prior approval. Manage and coordinate the activities of the testing company under sub-contract services to CHW. Prior to starting work, submit to County a final listing of personnel assigned to the project for review and approval.
- 4. <u>Construction Inspection:</u> Provide effective and qualified monitoring of all construction operations and QC being conducted by the contractor's personnel. All assigned inspectors will be certified in the applicable FDOT CTQP listed below:
  - Asphalt Paving Level 1 & 2 (full time during paving operations, Work Group 10.1)
  - Asphalt Plant Level 1 & 2 (full time plant operations, Work Group 10.3)
  - QC Manager (as needed)
  - Earthwork Construction Inspection (as needed)
  - SWPPP Certified (as needed)
  - MOT Certified
- 5. <u>Supplemental Agreements/Construction Change, VECP:</u> Notify the County of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to predefined project unit

- pricing. Coordinate acceptance of prices with the County. Submit Value Engineering Change Proposals to the County for analysis and distribution.
- 6. Reporting: It shall be the responsibility of CHW to ensure that any and all reporting required by the County are met. CHW shall ensure that all reporting required for 100% reimbursement to the County is properly completed and submitted according to FDOT guidelines and County requirements.
- 7. Quality Assurance and Testing for Acceptance: The intent is for CHW to monitor and oversee the testing provided by the contractor in the field as defined in the Contract, Plans or Specifications, to monitor and oversee documentation of testing by the contractor. Examples included in the responsibility of CHW for verification are asphalt spread rates, construction dimensions detailed in the plans, and densification of soils and base material to assure conformance to Plans and Specifications—the preceding are only examples and not all-inclusive. In case of notification of defective asphalt as defined in the Specifications, CHW will submit the initial information and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by CHW for conformity to the Project Specifications. The certification documents submitted to the County will also be reviewed for completeness and conformance to the contract document. A Final Materials and Tests Certification as provided by the contractor will be submitted to the County with the Final Records.
- 8. <a href="Progress Payments">Progress Payments</a>: CHW will review the contractor's Progress Payments to verify the quantities using actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission to the County to recommend payment. Test reports will be on file prior to payment. The County must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the County.
- 9. <u>Revisions to the Contract Plans:</u> Any revisions to the contract plans or cross sections are the responsibility of the EOR, as coordinated with Taylor County.
- 10. <u>Distribution of Correspondence</u>: Include the County on all correspondence (i.e. email, etc.) between the Engineer of Record, contractor, subcontractors, or others concerning matters related to the project.
- 11. <u>Quality Assurance Plan:</u> A QA Plan will be developed specifically for this project with key project considerations, critical aspects of the project design, EOR project priorities for quality assurance, non-standard specification requirements, internal standards and performance expectations, and the Owner's focal points for care to the project and preferences for CEI service specifics. The QA Plan will be reviewed for effectiveness 2-months into the project.
- 12. <u>Documentation of Existing Conditions:</u> Provide a pre-construction report with supporting photos of the pre-construction conditions of the site. Record report and photos will be uploaded to the project FTP site.
- 13. <u>Review Contractor's Schedule:</u> Conduct a pre-construction review of the contractor's proposed CPM schedule and offer insights regarding feasibility, prospective

- improvement, or concerns. Schedule shall be reviewed prior to Pre-Construction Conference.
- 14. Monitoring of Contractor's Schedule: Maintain a tracking log of calendar days, working days, verified and documented weather days, and documented and verified time extensions. Report to the County (copying the EOR) the status of contract time on a monthly basis, but advance notice of impending overruns in contract time in order to make the County aware as well as the contractor in an effort to assist in the avoidance in delays to the completion of the project.
- 15. <u>Inspection of Work:</u> Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe and verify the contractor's measurements and records of quantities for payment. Record field measurements in project records for review by the County or auditors. The records will be compiled and submitted to the County. Verify contractor's inspection of traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or observed problems immediately. Verify any and all pay quantities in the case of questions by the contractor or County. Prepare an accurate daily diary, signed by the inspector, consisting of:
  - Record of the contractors on the project
  - Their personnel (number and classification)
  - Equipment (number and type or size)
  - Location and work performed by each contractor or subcontractor
  - Directives given the contractor and relevant discussion
  - Events of note on the project
  - Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
  - Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
  - Days charged, with explanation if not charged
  - Equipment arriving or leaving the project, idle equipment
  - Any other details that may be important later in the project life
- 16. <u>Daily Reports:</u> There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic and paper) will be provided to the County during construction, on a weekly basis or as needed. Any questions regarding the requirements can be forwarded to the County for clarification at any time. A copy of the report template will be provided to the County for reference and input prior to the start of construction.
- 17. <u>Monthly Status Reports:</u> Provide monthly project status reports to the owner and EOR at the time of invoicing.
- 18. <u>Final Records:</u> Submit a compilation of project records in the FDOT's standard format to the County (Final Records) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time, if required. Submit all final forms (FHWA-47, CC3, etc.) with the

- final records, if required. Coordinate consultant hours after the project completion with the County for approval.
- 19. <u>Project Claims:</u> Prepare documentation and assist in the defense of the County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.
- 20. <u>Utility Relocation Coordination:</u> Coordination of utility relocations are a responsibility of the Contractor. Utility relocation shall be by the utility company. CHW will assist in coordinating with the County as needed to facilitate action by the Contractor or Utility Company as it relates to relocation of conflict utilities.
- 21. <u>Insurances</u>: Note that insurances have been included in attachment to this proposal for reference and record, with updates provided upon any change in coverage or renewal.

### SUMMARY OF PROJECT APPROACH:

As the project CEI, CHW will initiate project coordination by building a professional relationship with the project EOR. CHW will coordinate a meeting with the EOR to discuss proposed design and project approach in order to define priorities and facilitate consensus on construction phase collaboration required to ensure the success of the project as ultimately determined by Taylor County and the objectives set forth by each respective firm. CHW will maintain communication with the EOR in preparation for the Pre-Construction Conference to ensure expectations are clearly and jointly communicated to the Contractor by the EOR/CEI team. CHW will conduct its own pre-construction project assessment of the site for in-depth investigation into site specific challenges related to completion of the project scope, MOT, schedule, and potential unforeseen and advise the County of its findings. The CEI lead will conduct a comprehensive project coordination meeting with the CEI team (PM, inspectors, support, etc.) to review the contents of this proposal, the provisions of the active Continuing Services contract, project plans and specifications, and aspects of inspection focus requested from the EOR related to specific project challenges and critical elements of the work. CHW will provide a committed assignment of its two (2) most qualified inspectors to the project. Inspectors will maintain current certifications for applicable work to be inspected as outlined in the "Assigned Personnel" section of this proposal. Inspectors will be pre-initiated with performance expectations defined by 1) CHW standards, 2) client expectations, 3) EOR priorities, 4) plans and specifications, and 5) over-arching FDOT and other relevant governing specifications. The CEI team will maintain open dialogue and coordination with the Taylor County Engineer and EOR. Inspectors maintain diligent reporting of construction operations, forwarding draft reports daily for advance notification of critical items if need be, and support staff will formalize and submit complete digital reports on a weekly basis. The CEI PM will track all relevant progress, cost, and correspondence and serve as the primary facilitator of project related communication by all parties. The CEI PM will act in the interests of Taylor County to administrate the Construction Contract. The CEI inspectors will provide primary oversight of construction operations as it relates to approvability and conformance with the project requirements. The CEI inspectors will proactively communicate daily with the contractor for planning of inspections for the contractor's work and notify project stakeholders of relevant milestones. The CEI inspector

will direct action by the contractor in the field when necessary to correct or remediate deficient or non-conforming work and, when necessary, shall utilize his/her authority to stop the work as required for administration of the Contraction Contract. The CEI team shall advise other stakeholders when the work is Substantially Complete in order to facilitate scheduled reviews by all parties. As the project progresses the CEI team will store project files and record documentation for streamlining of closeout documents at project completion. In the event that the EOR in its efforts to provide Construction Administration services, or the Contractor in its diligence to fulfill the provisions of the Construction Contract, should fail to act as required in the interests of the project CHW shall escalate such issues to the Taylor County Engineer for support in soliciting such required action.

### **SUMMARY OF DELIVERABLES:**

The following deliverables will be provided by the CEI team:

- Quality Assurance Plan
- Documentation of Existing Conditions
- Contractor's Schedule Review
- Daily CEI Reporting
- Monthly Status Reporting
- Pay App Review & Certification
- Change Order Qualification
- Substantial Completion Inspection
- Punchlist Preparation
- Final Completion Inspection
- Permit Closeouts
- As-Built Review

### **ASSIGNED PERSONNEL:**

CEI Role	Team Member	Relevant Credentials	
CEI PM	Gina Goodyear	r CTQP: Final Estimates – Level 1, LAPS	
		Certification Certificate of Completion, LAPS	
		Professional Services	
CEI Inspector (Primary)	Gary Westberg	CTQP: Asphalt Plant 1 & 2, Asphalt Paving 1 &	
		2, Advanced MOT Certified	
CEI Inspector	Don Lee	Advanced MOT Certified, CTQP Drilled Shaft,	
(Secondary)		CTQP Final Estimates, CTQP Pile Driving, FDEP	
		Stormwater, Erosion & Sedimentation Control	
		CTQP Asphalt Paving 1 & 2, CTQP Asphalt	
		Testing, CTQP Earthwork 1 & 2,	
		CTQP Concrete Field Technician	
CEI Admin	Kelly Bishop		
MOT Support	Vince Smith	Advanced MOT Certified, Erosion &	
		Sedimentation Control	

### ITEMIZED FEES (BASE SCOPE):

Classification	Scope Description	Time (HR) x Rate	Fees
CEI Director	Pre-Con Coordination	16 hr x \$155.00/hr	\$2,480.00
CEI PM	Contract Administration	80 hr x \$110.00/hr	\$8,800.00
CEI Inspector (Primary)	Daily Site Inspection	1576 hr x \$80.00/hr	\$126,080.00
CEI Plant Inspector	Plant Ops Inspection	150 hr x \$80.00/hr	\$12,000.00
CEI Admin	Document Control	106 hr x \$50.00/hr	\$5,300.00
CEI Inspector (Primary)	Substantial & Final Inspections	16 hr x \$80.00/hr	\$1,280.00
		TOTAL =	\$4EE 000 00
l .		IOIAL =	\$155,990.00

### 11 MONTH WARRANTY FOLLOW UP (SEPARATE P.O.):

CEI PM	Contract Administration	4 hr x \$110.00/hr	\$440.00
CEI Inspector	Warranty Inspection	8 hr x \$80.00/hr	\$640.00
		TOTAL =	\$1,080.00

The above fee for the base scope of Construction Engineering Inspections Services is proposed as a **not-to-exceed** cost = \$155,990.00. This fee becomes a not-to-exceed fee and all work will be based on a time and materials basis per our contract fee structure. The scope and cost included in this preliminary proposal may be revised or refined to better tailor them to the final acute scope of the project and/or budgetary constraints.

### **Fee Assumptions**

- Assumes a project duration of 275 calendar days (approximately <u>197</u> working days) based upon the anticipated scope and associated project delivery of a similar past project in Taylor County (Roberts Aman Road, on the basis of "Working Days") applied to the entirety of the 3.1-mile San Pedro Road project area. Additionally, the EOR was consulted for anticipated scope considerations.
- CEI Director time included on the basis of preliminary site visitation, project planning, and Pre-Construction Meeting attendance.
- CEI PM time calculated on the basis of 2-hours per week of management effort over the course of an estimated 35-week active construction project.
- CEI Primary Inspector time based upon "Inspecting Days" (approx. 197).
- CEP Plant Inspector time based upon paving operation days (estimated 3-weeks, or 15-days). Anticipated 10-hour plant days.
- CEI Admin time based on 0.5-hour of formal report preparation, filing, and distribution for a maximum of 212 reports (field + plant inspections).
- Note: Daily rate for Inspection (8-hours) + Reporting (0.5-hours) = \$665.00/day.

### **DELIVERABLES:**

Inspections shall be performed to coincide with contractor working days on site and in the plant. CHW will provide inspections to mirror the contractors operations. Non-working days

(no construction or inspection activities) will not be tracked or billed against the CEI contract not-to-exceed value. Inspection reporting will be formalized and submitted on a weekly basis, unless the CEI team, Owner, or EOR necessitate otherwise for any particular days' activities or milestone.

We hope that the proposed scope of services is satisfactory and meets with your approval. If you have any questions regarding this proposal or the proposed scope of services please do not hesitate to contact me (Mobile: 352-538-4739, or email: josh@chw-inc.com). We appreciate the opportunity to provide you with this proposal and look forward to serving Taylor County on this project.

Sincerely, CHW, Inc.

Josh Highlander, PE, CGC

Vice President of Engineering + Construction Services

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### TAYLOR COUNTY BOARD OF COMMISSIONERS County Commission Agenda Item SUBJECT/TITLE: Eaton UPS Service Renewal Contract for 911 System **Meeting Date:** February 19, 2019 **Statement of Issue:** Continuation of maintenance service for UPS (Uninterrupted Power Supply) for 911 System Recommendation: Approve and sign renewal contract Fiscal Impact: \$ 4,672.00 Budgeted Expense: Yes | x | No | N/A Submitted By: Sarah Weirick 911 Coordinator Contact: Sarah.weirick@taylorsheriff.org/ 850-672-1976 SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS **History, Facts & Issues:** This service agreement covers maintenance to the UPS system Which keeps the 911 system and dispatch center up and running during a power outage or Generator testing. It is imperative to have to keep uninterrupted services to the citizens of Taylor County. The cost of maintenance is covered in the 911 Rural Grant 1. Sign contract Options:

Contract

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

Scope of Work

Attachments:



Eaton UPS Service Contract Renewal 41172

Quote Date: 1/9/2019 (Effective until 11/02/2019) Doug McAllister, Eaton Authorized Representative Florida Critical Power, LLC 3016 Third Street, Suite 202 Jacksonville Beach, FL 32250 813-968-7013

Email: DougMcAllister@FloridaCriticalPower.com

Quantity

Subtotal:

Prepared For:

Billing Contact: Sarah Weirick, Taylor County 911 Coordinator
Billing Company: Taylor County - BOCC
PO Box 620
Perry, FL 32348
850-838-1104 office 850-672-1976 cell
Email: sarah.weirick@taylorsheriff.org

For Covered Equipment at Site:
Site Contact: Sarah Weirick, Taylor County 911 Coordinator
Site Company: Taylor Co. Sheriff's Office - Emergency Mgt.
591 E Highway 27
Perry, FL 32347
850-838-1104 office 850-672-1976 cell
Email: sarah.weirick@taylorsheriff.org

We are pleased to provide the following services proposal for your power quality equipment. Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. Eaton Corporation terms and conditions (Eaton Corp. Service Agreement T-0 attachment) govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation.

### Quantity 1, Eaton 9390-IT (40), UPS Service Contract Renewal

Coverage Start Date: 3/15/2019 Coverage End Date: 3/14/2020 Term: 1 Year

Flex: 8 Hr Rsp, 7x24 Cvg Only

After Hours (7x24) w/ Parts&Labor

8 HR Response Time

1x per term: UPS Preventive Maintenance, After Hours (7x24)

• 1x per term: Sealed Battery Preventive Maintenance, Any Time

9390-IT (40)

Model

EOSL Status Active

Taylor County 911 Center

Site Location

Supporting Documents: T-0, X-1, R-2, R-5, R-30, R-10

Grand Total Price:	\$4,672.00

Serial Number

EF342CAB03

- Contract Payment Terms: Net 30 days, Billing Cycle: Payment Upfront
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase (renew) your service contract, please sign and date below. If including a PO, please make to EATON CORPORATION
- Please return to <a href="mailto:DOUGMCALLISTER@FLORIDACRITICALPOWER.COM">DOUGMCALLISTER@FLORIDACRITICALPOWER.COM</a> for processing.

Accepted By: Print Name:	Name	Title	Date	Purchase Order Number

**Did you know?** Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices



# Eaton UPS Flex Onsite Service Parts and Labor Coverage Scope of Work Attachment R-30

This scope of work is shared by the power quality equipment types listed in the below table. Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required. All checks or processes may not be applicable to all equipment types or models.

Equipment Type	Electronics Corrective Maintenance Coverage	Battery Corrective Maintenance Coverage	Tech Support
Eaton 3 Phase UPS	Yes	No	Yes
Eaton 1 Phase UPS	Yes	Yes	Yes
Eaton DC	Yes	No	Yes
Eaton PDU/PDR/RPP/STS	Yes	No	Yes
Flywheel	Yes	No	Yes
Non Eaton equipment (MVS)	Yes	No	Yes

If optionally purchased by Customer within the first three (3) years of a Eaton® 3 Phase UPS installation date (first startup) OR,

If optionally purchased by Customer in conjunction with one or more annual on-site UPS Power Module Preventive Maintenance SOW R-2 of the same duration, Contractor will provide:

Electronics Corrective Maintenance Coverage: Inspection and repair of the electronic portion of the UPS (or other equipment type), or "Power Module" shall be performed as needed during the contracted period of maintenance at no extra charge to Purchaser. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance to the Power Module, travel expenses, all necessary parts replacement, adjustments and repairs. If the Purchaser maintains Eaton spare parts at the maintenance site, Contractor may, at its option, use those spare parts in the performance of Corrective Maintenance and shall replace the spare parts, which it so uses, at no cost to the Purchaser. Exclusions: certain wear parts are excluded from electronics corrective coverage including batteries and full capacitor and full fan replacements. All Corrective Maintenance to Battery System, if any, will be in accordance with battery manufacturers' warranty or separate agreement, if any. For Flywheel coverage: any failure due to lack of recommended bearing replacement, vacuum pump replacement (or "major maintenance" per manufacturer recommendation) will not be included under corrective maintenance coverage and will be billable at current time and material rates. Eaton 9390 and 9395 UPS models have a special policy on capacitor replacements: DC link electrolytic capacitors are eligible for inspection and repair at no extra charge (excludes AC input/output oil filled and DC oil filled battery capacitors). In the 9390 and 9395 models, only the AC input/output oil filled and DC oil filled battery capacitors will be recommended for replacement cycles (expected useful life of (7) years).



- 1. Battery Corrective Maintenance Coverage (Limited to 1 Phase UPS Models and BladeUPS): Inspection and repair of the internal battery portion of the UPS (or other equipment type), or "Internal Battery" shall be performed as needed during the contracted period of maintenance at no extra charge to Purchaser. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance to the Internal Battery, travel expenses, all necessary parts replacement, adjustments and repairs. External battery coverage, if applicable, must be purchased separately if external batteries or battery cabinets exist.
- 7x24 Technical Support: technical support via telephone or email to Contractor shall be available to answer product or support questions.

The Purchaser shall, from the commencement date of the Service Agreement, maintain the UPS Power Module in accordance with the published operating specifications for the Power Module at the time of purchase. The Purchaser shall, unless otherwise specified in the Service Agreement, maintain the Battery System in strict accordance with the Battery System manufacturer's recommended maintenance guidelines.

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# Electronics (UPS Power Module, DC, PDU, Flywheel) Preventive Maintenance Scope of Work Attachment R-2

This scope of work is shared by the following power quality equipment types: **Eaton UPS, Eaton PDU/PDR/RPP/STS, Eaton DC, Vycon Flywheel and Non-Eaton equipment (MVS)**. Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required.

The following is an outline of general checks performed during an Eaton® Preventive Maintenance of the Eaton UPS Power Module normally performed by Eaton field service personnel. All checks are designed to be performed during off line operation, in the bypass mode. All checks or processes may not be applicable to all equipment types or models.

### 1. Visual Inspection

- a. Inspect all printed circuit board connections for cleanliness, swab contacts if necessary.
- b. Inspect all power connections for signs of overheating
- c. Inspect all subassemblies, bridges and legs for signs of component defects or stress
- d. Inspect all DC capacitors for signs of leakage
- e. Inspect all AC capacitors for signs of leakage
- f. Inspect and inventory all customer-owned spare parts
- g. Inspect for, and perform as required, any open engineering changes
- h. If work is completed under a PowerTrust™ Ultra contract, inspect battery monitoring system

### 2. Internal Operating Parameters

- a. DC Ground Detection Offset (if applicable)
- b. Inverter leg current average balance (if applicable)
- c. Output filter current average phase balance
- d. Rectifier bridge current average leg balance
- e. AC Protection settings are checked
- f. DC Protection settings are checked
- g. Input and Output Frequency and Voltage Bandwidth settings are checked
- h. Verify DC filter capacitance
- i. Verify AC tank and trap filter capacitance
- j. Power Supply voltages and waveforms
- **k.** Update firmware as necessary with customer approval (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
- Evaluate Field Service Bulletins (FSBs) for potential updates (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)

### 3. External Operating Parameters

- a. System Input Voltages (all phases)
- b. System Input Currents (all phases)
- c. DC Charging Voltages (float and equalize), record settings, adjust to nominal
- d. Rectifier phase on and walk up
- e. Inverter phase on and walk up



- f. Adjust all panel meters to measured values
- g. System Bypass Voltages (all phases)
- h. Manual and UV Transfer Testing, verify uninterrupted transfer waveform (if applicable)
- i. Outage simulation, and battery capability testing, and verify charger current limit
- j. Generator operation and interface verification (if applicable)

### 4. Environmental Parameters

- a. UPS area ambient temperature and condition of ventilating equipment
- b. General Cleanliness of UPS Power Module
- c. General Cleanliness of UPS area
- **d.** Replace air filters as applicable and necessary (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
- e. Clean outside of UPS including control panel/CRT screen
- f. Flywheel only: Drain oil and change oil and filters NOTE: One (1) oil and filter change per year.

#### 5. Battery Cabinet Checks

- a. General appearance of Battery System (all types)
- b. General cleanliness of Battery System area (all types)
- c. Inspect cells for physical abnormalities
- d. Inspect all DC connections for abnormalities
- e. Battery System area ambient temperature and condition of ventilating equipment
- f. For internal batteries only measure and record:
  - i. Overall battery float voltage
  - ii. Charger output current and voltage
  - iii. Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier
  - iv. Momentary load testing of cells < 100 watts (e.g. 9E, 9x55, not 9330)

### 6. Monitoring System Parameters

- a. Alarm archive review and printing
- b. Alarm lamp test-local and remote (if applicable)
- c. Replace all open monitor bulbs
- d. If work is completed under a PowerTrust Ultra contract, inspect battery monitoring system
- e. Review Battery Test in history (if applicable)

### 7. General

- a. Customer Consultation
- b. Verbal Recommendations
- c. General Observations

Following the Preventive Maintenance inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

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# Eaton Valve Regulated (Sealed) Battery System Preventive Maintenance Scope of Work Attachment R-5

Battery Maintenance of Battery Equipment includes, and is expressly limited to, those tasks set forth below based on IEEE 1188. <sup>1</sup>Due to the size and type of battery, testing and work procedures vary between battery jars above and below 100 watts per battery; work procedures may vary by UPS and battery type and may be limited by safety requirements. All additional work will be billable at the applicable rates per Attachment X-1.

Performed During Each Preventive Maintenance Visit <sup>1</sup> :	Below	400041-11
_	100W/Jar	100W+/Jar
A. Measure and Record the following:	Vaa	Vaa
Individual cell/battery float voltages and overall float voltage	Yes	Yes
Charger output current and voltage	Yes	Yes
AC ripple current and voltage imposed on the battery	Yes	Yes
<ol> <li>Internal ohmic values of each cell/battery or perform a continuity test of each cell/battery</li> </ol>	No	Yes
5. Connection Resistance of 100% of the inter cell/battery connection	No	Yes
Ambient temperature and ventilation status	Yes	Yes
7. Negative terminal temperature of all cells/batteries	No	Yes
B. Visually inspect conditions and appearance of the following:		
<ol> <li>Connection terminals inter cell/battery connectors, cables and associated hardware</li> </ol>	Yes	Yes
2. Cell/battery covers, containers, and post seals	Yes	Yes
Battery racks or cabinets and associated components and hardware for structural integrity	Yes	Yes
<ol> <li>Cell/battery jar or cover, noting any excessive distortion</li> <li>Inspect cleanliness / corrosion of batteries, cabinet, rack and area</li> <li>Battery monitoring equipment (if present)</li> </ol>	Yes	Yes
C. Perform cleaning of all accessible surfaces as required	Yes	Yes
Performed Once Per Calendar Year:		
The yearly maintenance procedure should include all of the above with the addition of the following:		
<ol> <li>Measure and record the connection resistance of 100% of the inter cell/battery connections.</li> </ol>	No	Yes
<ol> <li>Refurbish and re-torque any connection where the resistance is above 20% of the average.</li> </ol>	No	Yes
E. Reporting Each Preventive Maintenance Visit:		
<ol> <li>The technician(s) will issue the customer a verbal report summarizing the condition of the battery and identifying any critical issues before leaving the customer's site.</li> </ol>	Yes	Yes
<ol> <li>A detailed report containing all readings and observations will be sent to the customer within five business days.</li> </ol>	No	Yes
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### Time and Material Service Rate Schedule (2018) **Attachment X-1**

The following rate schedule applies to all services rendered on non-contracted and non-warranty equipment and to all services performed on contracted equipment where the service performed is outside the scope of the contracted coverage. Labor rates are based on the actual time of delivery. Specific contract customers may be eligible for discounts on time and material charges.

Mon. – Fri., Business Hours (8AM – 5PM):	\$275
Mon. – Fri., After Business Hours (5PM – 8AM):	\$355
Weekends and Holidays (Saturday 12:01AM – Sunday Midnight):	\$440
WA State Electrician Adder Per Hour for On-Site Work Done in State of Washington	\$150

### 3-Phase Products - Minimum Labor Billing (minimum value range equal to above rates x hourly min.)

Equipment below 200kVA, Five day or less response (4 hour min.): \$1,100 to \$1,760 Equipment 200kVA and above or Multi Module, Five day or less response (6 hour min.): \$1,650 to \$2,640 Equipment 200kVA and above or Multi Module, Two day or less response (8 hour min.): \$2,200 to \$3,520

### 1-Phase Products - Portal to Portal Labor per Hour (On-site and Travel Time)

Mon. - Fri., Business Hours (8AM - 5PM): \$220 Mon. - Fri., After Business Hours (5PM - 8AM), Weekends and Holidays: \$355 WA State Electrician Adder Per Hour for On-Site Work Done in State of Washington \$150

### 1-Phase Products - Minimum Labor Billing (minimum value range equal to above rates x hourly min.)

Five day or less response (4 hour min.): \$880 to \$1,420 \$1,760 to \$2,840 Two day or less response (8 hour min.):

### **Travel & Living Expenses**

Transportation: 3-Phase Products: Automobile mileage included in labor rates 1-Phase Products: Automobile mileage at \$0.75 per mile All others (air fare, car rental, tolls, etc.): Actual Lodging & Meals: Actual

### Calculation of Labor and Mileage Charges:

Portal to Portal (travel labor and mileage)

**Current List Price** Materials/Spare Parts: Minimum billing: \$150 Domestic, \$350 International

#### **Parts Expedite Fees**

Mon. - Fri., Business Hours (8AM - 5PM): \$150 \$330 Mon. - Fri., After Business Hours (5PM - 8AM): \$525 Weekends and Holidays:

#### **Freight Expense**

Freight - FOB Factory: \$100 Minimum Same Day Delivery: \$250 plus freight

### **Depot Repair Labor:**

\$150 per hour Minimum Billina: \$150 \$125 **Expediting Fee:** 

Note: For T&M Services, 3-Phase products include Eaton BladeUPS and Eaton 9155.

**Eaton Corporation** Revision: July 30, 2018



### EATON CORPORATION SERVICE AGREEMENT – TERMS AND CONDITIONS (T-0)

TERMS AND CONDITIONS: The terms and conditions set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of UPS services by Eaton Corporation, and supersede all prior quotations, purchase orders, correspondence or communications whether written or oral between Eaton Corporation and the customer. Notwithstanding any contrary language in the customer's purchase order, correspondence or other form of acknowledgment, customer shall be bound by these terms and conditions when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Eaton Corporation of the products or services. THE CONTRACT FOR SALE OF SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY CONTRACTOR. No contract shall exist except as herein provided.

- 1. <u>DEFINITIONS</u>: As used in this Service Agreement, the terms listed below shall have the following meanings:
- "Agreement" shall mean Eaton Corporation's Service Agreement Terms and Conditions, the quote, and the applicable Scope(s) of Work."
- "Battery" shall mean the electric storage portion of a UPS.
- "Contractor" shall mean Eaton Corporation.
- "Covered Equipment" shall mean the equipment as listed on the quote.
- "CPM" shall mean the Contracted Period of Maintenance or Hours of Service.
- "Customer" shall mean the purchaser of this Agreement.
- "Drop Ship Items" shall mean capacitors, fans, equipment upgrades (modifications), batteries, battery monitoring systems, battery containment, battery materials, racks and cabinets.
- "Emergency Service" shall mean all services provided on an as needed basis that is not scheduled in advance
- "PCS" shall mean Pre-Contract Survey.
- "On-Site" shall mean Service performed at Customer's physical location as listed on the quote.
- "Power Module" shall mean the electronic portion of a UPS or other power quality device.
- "Scope of Work" shall mean the services, procedures, methods, exclusions and coverage as purchased by the Customer
- "Service" shall mean installation, maintenance (including Preventive Maintenance as defined in Scope of Work Attachment R-2), repair, inspection, adjustment, and remote monitoring services (including the PredictPulse Service as defined in Scope of Work, Attachment R-32) performed on the Covered Equipment by Contractor or otherwise provided by Contractor in connection with the Covered Equipment.
- "UPS" shall mean Uninterruptible Power Supply which is comprised of the Power Module and Batteries.
- 2. <u>ELIGIBILITY</u>: All Covered Equipment that has experienced a lapse in Service coverage with the Contractor (or factory warranty coverage) or has had no service history with Contractor within the previous ninety (90) days, is subject to a PCS inspection by Contractor prior to eligibility for any Service under this Agreement. Customer is subject to charges for a PCS inspection at Contractor's then current Time and Material Service Rate Schedule (refer to Exhibit 1-PCS and Attachment X-1). If a PCS inspection is required for eligibility, a list of the equipment requiring a PCS inspection will be provided to Customer and will be incorporated into this Agreement.
- 3. <u>HOURS OF SERVICE</u>: Contractor will provide scheduled and emergency services portal-to-portal 8:00AM to 5:00 PM Monday-Friday (alternatively described as "5X8 Service") excluding all holidays observed by Contractor. The Customer may optionally purchase extended hours of scheduled and Emergency Service coverage (alternately described as "7x24 Service") which will include Emergency Service being provided on all holidays observed by Contractor. Notwithstanding anything herein or otherwise to the contrary, scheduled services are not available on Contractor's observed holidays. Contractor's observed holidays shall be the same as public holidays for Federal employees as established by U.S. Federal law (5 U.S.C. 6103).
- 4. ON-SITE RESPONSE TIME: Following Customer's request for Service, Contractor will arrive at the location of the Covered Equipment the next business day or if optionally purchased by Customer, Contractor will arrive at the location of the Covered Equipment within eight (8), four (4) or two (2) CPM hours, provided the Covered Equipment is located within one hundred (100) miles of a Contractor service location. Response time does not include battery replacement service.



- 5. <u>LABOR AND MATERIAL RATES</u>: For any additional Service outside the Scope(s) of Work purchased for Covered Equipment under this Agreement, Customer shall be billed at Contractor's then current Time and Material Rate Schedule (refer to Attachment X-1). This excludes any flat-rate quoted by Contractor representative.
- 6. <u>ENGINEERING CHANGES</u>: All engineering changes deemed necessary by Contractor will be installed during scheduled Service visits during the CPM. Any engineering changes deemed optional by Contractor will be offered to Customer on an as-available, per charge basis.

### 7. CUSTOMER'S RESPONSIBILITY:

- A. Communication and Scheduling Customer shall contact Contractor's Customer Reliability Center (1-800-843-9433) regarding all Service and Preventive Maintenance requests and all other matters arising out of or relating to this Agreement. With respect to Preventive Maintenance purchased by Customer, it shall be Customer's responsibility to contact Contractor to schedule the Preventive Maintenance. In the event that Customer fails to schedule and/or does not permit, for any reason, Preventive Maintenance to be completed within ninety (90) days of the scheduled service date. Contractor's obligation for that Preventive Maintenance shall be considered fulfilled.
- B. Movement If Covered Equipment is moved to another location within the United States, Service coverage will continue only upon the following conditions: (i) Customer shall notify Contractor in writing at least thirty (30) days in advance of power-down of Covered Equipment; (ii) Contractor reserves the right to supervise the power-down, disconnection, rigging, packing, movement, unpacking, reinstallation and re-start of the Covered Equipment for which Customer will be charged according to Contractor's then current Time and Material Service Rate Schedule; and (iii) resumption of Service coverage under this Agreement is subject to acceptance by Contractor of Covered Equipment at the new location.
- C. Safety Customer shall, at all times during the provision of Service hereunder, have a representative present at the Service site at no cost to, and solely for, the safety of Contractor.
- D. Access Customer shall grant ready access to the Covered Equipment, subject to reasonable security requirements, so that Contractor may perform Service under this Agreement. Costs associated with site access requirements, which are defined by the Customer, are not deemed acceptable nor are included in the Contractor's price unless otherwise agreed to in writing by the parties. Contractor reserves the right to review, accept and provide Customer with any costs associated with such site access requirements as needed during the term of this Agreement.
- 8. <u>TERM AND TERMINATION</u>: This Agreement and all that is stated herein shall automatically be renewed for successive twelve (12) month periods at the prices in effect at the time of each renewal. Customer will be provided written notice of renewal of the Agreement sixty (60) days prior to its expiration, stating the prices for the applicable renewal term. In the event Customer elects not to renew this Agreement, Customer shall provide thirty (30) days written notice prior to the expiration of this Agreement. Notwithstanding the foregoing, Customer or Contractor may terminate this Agreement at any time upon thirty (30) days written notice to the other, subject to Section 16 herein.

**DROP SHIP ITEMS, EQUIPMENT UPGRADES, BATTERY REPLACEMENT SERVICES AND TERMINATION:** Prices stated in a quote do not include installation, freight, and handling charges unless these items are specifically listed and priced in the quote. Prices stated in a quote are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Contractor to Customer shall pass to Customer upon delivery at the F.O.B. point.

Shipment estimates are after receipt of Customer's purchase order at the factory. If drawings are required for approval before Contractor is authorized to proceed with manufacture, then shipment estimates are after receipt of written approval to proceed. If the Customer cannot accept delivery of equipment, Customer will arrange for storage. Contractor shall not be liable or responsible for any damages or loss for delay or default in delivery due to any cause beyond Contractor's reasonable control, nor shall Customer cancel or have the right to cancel its purchase order because of delays or default in delivery due to such causes.

Customer may not cancel or terminate its purchase order without prior written notice to the Contractor and upon payment of cancellation charges which shall take into account, among other things, expenses already incurred and commitments made by the Contractor. Cancellation charges are as follows: for capacitors, fans, equipment



upgrades (modifications), batteries and Drop Ship Items, cancellation 31 days or more prior to shipment, 50% of the total invoice; between 0-30 days prior to shipment, 100% of the total invoice. Changes made to an order may be subject to increase or decrease in purchase order amount, change order charges, and changes in schedule date. Customer is responsible for return freight charges related to cancellation.

- 9. <u>END OF SERVICE LIFE ("EOSL")/BEST EFFORTS</u>: Contractor may designate a Power Module as "End of Service Life/Best Efforts" which shall mean that limited parts are available or Service will be provided on a best efforts basis. This designation will be indicated on the quote provided to Customer for Service renewal. In the event that Contractor cannot perform or complete a covered repair, Contractor may terminate coverage subject to Section 8 herein. Customer may request a pro-rated refund for the terminated portion of this Agreement, subject to Section 16 herein. Customer acknowledges EOSL/Best Efforts designation on the quote will serve as Contractor's notice of limited service support and its recommendation to replace or decommission the Power Module.
- 10. <u>INSURANCE</u>: During the term of this Agreement, Contractor, at its own cost and expense, shall maintain in full force and effect the following insurance with sound and reputable insurers: (1) worker's compensation insurance in accordance with the statutory requirements of the state where the Service is to be performed; (2) automobile liability insurance on all motor vehicles licensed for highway use, both owned and non-owned; and (3) commercial general liability insurance for bodily injury and property damage.
- 11. WARRANTY: Contractor shall perform all Service in a professional and workmanlike manner. Contractor warrants repairing or replacing defective parts or materials and correcting defective workmanship reported to Contractor and/or diagnosed by Contractor's personnel during the term of this Agreement. Contractor warrants its corrective maintenance and replacement parts to be free from defects in material and workmanship for the term of this Agreement or for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, whichever is longer. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this Warranty, Contractor, at its discretion, will repair or replace the warranted parts or materials at no cost to Customer. This Warranty shall not apply to any Power Module and/or Battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by Customer (or a third party) not authorized by Contractor in writing; or (iii) moved without thirty (30) days' notice to Contractor. Contractor reserves the right to supervise the move. THIS WARRANTY IS EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE CONTRACTOR'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR FAILURE OF CONTRACTOR TO MEET ITS WARRANTY OBLIGATIONS. WHETHER CLAIMS OF CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Parts or materials supplied, but not manufactured by Contractor, are warranted solely by the manufacturer. Contractor's obligation under this Warranty is conditioned upon receipt of all payments due from Customer.
- 12. <u>ASSIGNMENT</u>: Neither party shall assign this Agreement or any of its rights and interests herein without the prior written consent of the other party. Notwithstanding anything in this Agreement or otherwise to the contrary, upon written notice to the other party, either party may assign this Agreement or any of its rights and interests herein to: (i) any parent, subsidiary, affiliated or successor corporation; or the purchaser of any of these entities; (ii) any corporation to which the party has sold all or substantially all of its assets (including the purchaser of any of the party's subsidiaries); or (iii) any corporation or legal entity with which the party may merge or consolidate.
- 13. <u>SUBCONTRACTING</u>: Contractor reserves the right to subcontract any portion of Service provided for under this Agreement without the prior consent of Customer.
- 14. <u>INDEMNITY</u>: Subject to Section 15 herein, Contractor shall defend, indemnify and hold harmless Customer, its officers, employees and agents (Indemnified Parties), from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits brought against the Indemnified Parties, to the extent they result directly from or out of (1) bodily injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of Contractor, its agents or employees, and (2) any violation of federal or state law, regulation, order, rule or of any other governmental authority having jurisdiction by Contractor, its employees or agents, while Contractor is performing work on site.



- 15. <u>LIABILITY</u>: The remedies of the Customer set forth in this Agreement are exclusive and are its sole remedies for any failure of Contractor to comply with its obligations hereunder. Notwithstanding anything in this Agreement or otherwise to the contrary, in no event shall Contractor or Customer, or their respective officers, directors, employees or agents be liable to the other for damage to property or equipment, other than to equipment sold or serviced hereunder, or any incidental, indirect, special or consequential damages, such as, but not limited to, delay damages, lost profits or revenue, lost data, loss of use or lost opportunity damages, resulting from or in connection with any claim or cause of action, whether brought in contract or in tort, even if Contractor or Customer knew or should have known of the possibility of such damages. The total cumulative liability of Contractor arising from or related to this Agreement whether the claims are based in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the product or services on which such liability is based.
- 16. <u>PAYMENT</u>: All payments are due net thirty (30) days in full from date of invoice. Customer shall be invoiced for, and shall pay for, all Service not expressly provided for by the terms hereof, such as, but not limited to, site calls involving no-fault found inspections where no corrective maintenance was required. If any payment is not made when due, Contractor reserves the right to refuse to provide any further Service until such payment has been received. Customer shall be liable for expenses, including reasonable attorneys' fees, associated with collection proceedings for non-payment. In the event of early termination: i) Customer will be liable for any Service rendered to the reasonable satisfaction of Customer prior to the effective date of termination; and ii) Contractor, at its discretion, will provide a credit against any advance payments received as follows: a) a pro-rated amount based on the terminated portion of the fixed-price fee due Contractor; or b) an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of Service completed (including emergency repair calls) by Contractor prior to the effective date of early termination.
- 17. <u>TAX</u>: Contractor's price is exclusive of any applicable tax. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file with Contractor covering the state where Covered Equipment under this Agreement is located.
- **18.** <u>PARTS</u>: Unless otherwise agreed to by the parties in writing, all parts removed for replacement shall be Contractor's property. Parts used from Customer-owned spare parts kit shall be replaced by Contractor at no cost. Replacement parts shall be new or of the same quality as new.
- 19. <u>FORCE MAJEURE</u>: Contractor shall not be liable for any failure to perform, or delay in performing Service for Customer to the extent that such failure or delay results from causes beyond its reasonable control including, without any limitation, any act of God, war, revolution, riot, civil commotion, labor strike or any applicable governmental or judicial law or regulation, order or decree.
- 20. <u>INFORMATION</u>: All information of Customer shall be deemed non-confidential and Contractor will be under no duty of non-disclosure unless both parties execute a mutual non- disclosure agreement.
- 21. GENERAL: The terms and conditions of this Agreement cannot be modified or waived except by a writing signed by the parties hereto and waiver by Contractor or Customer of any provision hereof in any one instance shall not constitute a waiver as to any other instance. If a provision of this Agreement is invalidated for any reason, this Agreement remains binding except for such invalid provision. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. Customer and Contractor hereby agree that all disputes arising out of this Agreement shall be submitted solely to the jurisdiction of the state and federal courts located in Wake County, North Carolina.

Eaton is a trademark of Eaton Corporation.



### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJEC	T/TITLE:
ANTOR	
H	5
C. L.	25/2

Board to approve Change Order in the amount of \$7,100.00 for the Contract for Demolition/Construction Work through the CDBG Program on the home of Richard McDonald

Meeting	Data:
Meerina	Date.

February 19, 2019

Statement of Issue:

Requesting Board approval of the Change Order for Contract for Demolition/Construction Work on the home of Richard McDonald. The increase in cost is due to the need to install a new septic tank, drainfield, lift station, and pump.

Recommendation	on:	Approve Change O	rder in the amount of \$	7,100.	00		
Fiscal Impact:	\$	N/A. The Change Order will be 100% funded through the CDBG Program.	Budgeted Expense:	Yes		No _	N/A x
Submitted Dv		Ismi Poethby Crar	eta Caardinatar				

Submitted By:

Jami Boothby, Grants Coordinator

Contact:

Jami Boothby

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

During construction, the Health Department has determined that the existing septic tank system and drainfield at the home of Richard McDonald is unusable for the construction of the new home. Due to elevation differences it will also require a lift station and pump. During the bidding process, prices were obtained as bid alternates for the septic system so that we can monitor the prices and keep costs as low as possible. This is done up front to try to anticipate the most common items that routinely come up during the construction that could not be identified until after contract signing. This price includes the amount for the tank, drainfield, lift station and

pump.

Options:	1. Approve the Change Order	
	2. Deny the Change Order	
Attachments:	Change Order, Original Bid Prices	
	2. Health Department Determination	

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### MEMORANDUM

TO:

Taylor County Board of County Commissioners

FROM:

Jay Moseley, Senior Consultant - GSG, Inc.

SUBJECT:

CDBG Change Order

DATE:

January 30, 2019

During construction of the current group of houses, we have been informed by the Health Department that the McDonald Residence will require the installation of a new septic tank, drainfield and lift station for the septic system. You will note that during the bidding process, prices were obtained as bid alternates for the septic system so that we can monitor the prices and keep costs as low as possible. This is done up front to try to anticipate the most common items that routinely come up during construction that could not be identified until after contract signing. In this instance, the Health Department determined that the septic tank was unacceptable, and the drainfield must be replaced. Due to elevation differences it will also require a lift station and pump. We have included the amount for the tank, drainfield and lift station with the documentation.

Homeowner Contractor Amount
Richard McDonald Florida Homes, Inc. \$7,100

Recommended Action # 1: Motion to approve the necessary change order.

Attachments: Change Order, Original Bid Prices, Health Department Determination

### Taylor County Change Order CONTRACT FOR REHABILITATION WORK

Change Order#	1
Owner	Richard McDonald
Contractor	Fla. Homes, Inc R/C
Jobsite Address	3235 Johson Stripling Road, Perry FL 32347

The Contract for Rehabilitation Work entered into on <u>11/5/2018</u>, by and between the above Owner and Contractor and approved by the local government is hereby amended to include the following changes, additions and/or deletions to the work (attach additional sheets if needed):

		Original Contract Pt		\$95.879.00
Item #	System	Description of Work	Location	Price
Alt A	Septic	Provide and install standard 900 gallon septic tank with standard 250sq ft drainfield.		\$5,100.00
Alt C	Septic	Elevated drainfield, up to six (6) loads.		\$1,500.00
	Septic	Lift station and power to lift station.		\$500.00
			TOTAL	\$7,100.00

This Change Order hereby becomes an integral part of the Contract, pursuant to Section 10 of the Contract. Check One CD BG-Private The Contract amount is hereby amended by New Total this change order amount of: Funds Funds (including all previous change orders) \$7,100.00 102,979.00 The work completion deadline: (check all that apply) Is not extended Is extended to (date) Occupancy of the structure will be as originally contracted The structure will need to be vacant for an additional days Local Government Rep Date



STATE OF FLORIDA DEPARTMENT OF HEALTH ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM

PERMIT #: 62-SP-1907601
APPLICATION #: AP1386814
DATE DATE: 12/07
FEE PAID: 43055
RECEIPT 0:
DOCUMENT #: PR1195139
18-016Z-N
· <del>-</del>

18-0	016Z-N
CONSTRUCTION PERMIT FOR: OSTDS New	
APPLICANT: Richard McDonald	
PROPERTY ADDRESS: 3235 Johnson Stripling Rd Perry, FL 32347	
LOT: BLOCK: SUBDIVISION:	
PROPERTY ID 8: 07297-025 [SECTION, TOWNSHIP, RANGE, PAI	CEL HUHBER]
SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH SPECIFICATIONS AND STAND, 381.0055, F.S., AND CHAPTER 642-6, F.A.C. DEPARTMENT APPROVAL OF SYSTEM OC SATISFACTORY PERFORMANCE FOR ANY SPECIFIC PERIOD OF TIME. ANY CHANGE IN MHICH SERVED AS A BASIS FOR ISSUANCE OF THIS PERMIT, REQUIRE THE APPLICAN PERMIT APPLICATION. SUCH MODIFICATIONS MAY RESULT IN THIS PERMIT BEING MADE ISSUANCE OF THIS PERMIT BEING MADE ISSUANCE OF THIS PERMIT BEING WITH STATE, OR LOCAL PERMITTING REQUIRED FOR DEVELOPMENT OF THIS PROPERTY.	MATERIAL FACTS, T TO MCDIFY THE NULL AND VOID.
SYSTEM DESIGN AND SPECIFICATIONS	
T [ 900 ] GALLONS / GPD Sente CAPACITY	
A ( ) GALLONS / GPD N/A CAPACITY	
N [ ] GALLONS GREASE INTERCEPTOR CAPACITY [MAXIMUM CAPACITY SINGLE TANK:1250 GA	TTONS]
K [ ] GALLONS DOSING TANK CAPACITY [ ]GALLONS 8[ ]DOSES PER 24 ERS	\$ \$ Smarke [ ]
R [ ] SQUARE FEET N/A SYSTEM A TYPE SYSTEM: [ ] STANDARD [ ] FILLED (x) MOUND ( ] I CONFIGURATION: [x] TRENCE [ ] BED [ )  N F LOCATION OF BENCEWARK: NW comes of concrete pad I ELEVATION OF PROPOSED SYSTEM SITE [ 1.50 ] [ INCHES ] FT ] [ ABOVE   BELOW] BENCEWARK   E BOTTOM OF DRAINFIELD TO BE [ 8.50 ] [ INCHES ] FT ] [ ABOVE ] BENCEWARK	REFERENCE POINT
L	
The system is sized for 2 bedrooms with a maximum occupancy of 4 persons (2 per bedroom), for a total estima 200 gpd.  Performing Lift Dosing. The licensed contractor installing the system is responsible for installing the minimum category of tank in accord s. 64E-6.013(3)(f), FAC.	
3	
SPECIFICATIONS BY: Anthony Carter TITLE: Environmenal Specialist	1
APPROVED BY: AVINCY UNITY TITLE: Environmental Specialist I	Taylor CHD
DATE ISSUED: 12/18/2018 EXPIRATION DATE	6616 2020
DE 4016, 08/09 (Obsoletes all provious aditions which may not be used)	

Page 1 of 3



STAT V FLORIDA
DEPA ANY OF HEALTH
CHISTER SUBJECT TRIADMENT AND DISPOSAL SYSTEM
EXISTING SYSTEM AND SYSTEM REPAIR EVALUATION

TRMIT #

\_Richard Mc Donald

APPLICANT: PIChard Me Donald
CONTRACTOR / AGENT : HOWARD SEPTIC TANK SERVICE INC
LOT: <u>NA</u> BLOCK: <u>NA</u> SUBDIV: <u>NA</u> ID#: 07297-025
TO BE COMPLETED BY FLORIDA REGISTERED REGISTERE, DEPARTMENT EMPLOYEE, SEPTIC TANK CONTRACTOR OTHER CERTIFIED PERSON. SIGN AND SHAL ALL SUBMITTED DOCUMENTS. COMPLETE ALL APPLICABLE IN COMPLETE TANK CERTIFICATION RELOW OR NOTE IN REMARKS WHY THE TANKS CANNOT BE CERTIFIED.
EXISTING TANK INFORMATION  [
I CERTIST THAT THE LISTED TANKS WERE FUNDED ON A PARKS BY HOWARDSEPIC THE VOLUMES SPECIFIED AS DETERMINED BY [ DIMENSIONS/FILLING/LEGEND ], ARE WERE OF CHESEN DEPARTS, OR LEARS, AND HAVE A, I SOLIDS DEFLECTION DEVICE/OUTLET FILTER DEVICE   I INSTALLED. HOWARD SEPTIC TANK SERVICE INC   2 5 12  SIGNATURE OF LICEMBED CONTRACTOR BUSINESS NAME  DATE
EXISTING DRAISIFIELD DECOMATION  [ ] SQUARE FRET FRIMARY DRAINFIELD SYSTEM NO. OF TRUNCHES [ ] DIMENSIONS: X  TYPE OF SYSTEM: [ ] STANDARD [ ] FYILED [ ] MOUND [ ]  CONSTRUCTOR: [ ] TRUNCH [ ] DEED [ ]  DESIGN: [ ] HEADER [ ] D-SOX [ ] GRAVITY SYSTEM [ ] DOSED SYSTEM  ELEVATION OF BOTTOM OF DRAINFIELD IN RELATION TO EXISTING GRADE INCHES [ ABOVE/BEI
SYSTEM VALLURE AND HERAIR INFORMATION  [ ] SYSTEM INSTALLATION DATE
SITE [ ] DRAINAGE STRUCTURES [ ] FOOL [ ] FARTO / DECK [ ] FARRING CONDITIONS: [ ] SLOPING PROPERTY [ ]
HATURE OF [ ] HYDRAULIC OVERLOAD [ ] SOILS [ ] MAINTENIANCE [ ] SYSTEM DAMAGE FAILURE: [ ] DRAINAGE / ROW OFF [ ] ROOTS [ ] WATER TABLE [ ]
FAILURE [ ] SEWACE OF GROUED [ ] TANK [ ] D BOX/HEADER [ ] DRAINFIELD SEMPTOM: [ ] TANK [ ] DRAINFIELD
REMARKS/ADDITIONAL CRITERIA Existing task is not useable
SUBMITTED BY: TITLE/LICENSE DATE:
DEMITTED BY: TITLE/LICENSE DATE: DH 4015, 08/09 (Obsoletes previous editions which may not be used)

# Taylor County HOUSING REHABILITATION PROGRAM WORK WRITE-UP/BID FORM

Owner: Richard McDonald

Address: 3235 Johnson Stripling Road - Perry, FL

Mailing Address:

Same

Phone #: 850-843-7006

Parcel # 07297-025

Inspected By: Jay Moseley

Date: 08/31/2018

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	7,000
002	SITEWORK	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	All	7,000
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1200 sq. ft, 3 bedrooms, one bath, and kitchen – living room combination. Materials shall be concrete slab-on-grade, wood frame walls with HardiePlank© or equivalent siding, and 25-year shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor.	All	20,179
004	ELECTRICAL,	Minimum 200 amp service and wiring to meet NEC.	All	

Richard McDona

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

3235 Johnson Stripling Road - Perry, FL

Page 1 of 4

	APPLIANCES,	(Note: electric service shall be located on side or		
	AND HVAC	rear of house).  Provide new 4 burner electric stove, new electric Energy Star rated water heater, vented range hood, all electrical fixtures (Energy Star Rated), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free Energy Star rated refrigerator.  HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.		22,600
005	INTERIOR	Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R-30. Provide certificate of insulation for walls and ceilings as part of the close out documentation. Include all interior and exterior doors necessary. Energy Star Rated Exterior doors shall include single cylinder deadbolts, keyed alike.	All	20,700
006	PLUMBING	New plumbing fixtures shall include toilet, tile walk in shower with built in seat, bathroom sink/vanity, and kitchen sink. Install washer and dryer hookups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Connect to community water system if available, or existing well, after inspecting well for proper function. Provide pump out and inspection for existing septic system, or connect to city sewer system if available. If existing system cannot be re-used for new house, a change order will be necessary.	All	8,300
007	WINDOWS	Windows shall be Energy Star Rated vinyl or aluminum frame, single hung, double pane with screens. Number, size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.	All	4,600
008	CABINETS	Provide minimum 10' of base cabinets and countertops, and 8' of wall cabinets in kitchen.	Kitchen	4,300

Owners Signature

Co-Owners Signature

Contractor's Signature & grant

Taylor County Housing Program Bid form

3235 Johnson Stripling Road - Perry, FL

		Provide medicine cabinet and mirror in bathroom with light above mirror.		
009	MISC.	Provide minimum of 2 towel bars in bathroom, toilet paper holder, shower bar, and minimum 5' X 5' concrete pads at exterior entrances. Install 911 addressing as required. Exterior shall be painted with one main color and one trim color.	Various	1,200
		Provide photographic documentation of labels or other documentation for Energy Star appliances, light fixtures, windows and doors prior to final acceptance. Submit on disc or thumb drive in .jpg format.		

	TOTAL BID>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	. \$95,879
Write Like	Check: Ninety Five Thousand, Eight Hui	ndred Seventa Nine Dollar
	ALTERNATE BID ITEMS (Please provi	de unit prices)
(A)	Price for standard septic tank and standard drainfield	# 5,100
(B)	Price for excavation and discarding of unsuitable soil (per ft.)	500/truck
(C)	Price for fill or elevated drainfield per foot of fill	250/truck
(D)	Price for 4" well, tank and pump	6,300/100 max
(E)	Price for Drainfield only	2,500

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

Richard Mc Doneld		Wille Hiray agut
Owners Signature	Co-Owners Signature	Contractor's Signature

Taylor County Housing Program Bid form

3235 Johnson Stripling Road - Perry, FL

Page 3 of 4

All work to be performed in a workman-like manner, in accordance with the <u>Taylor County</u> Housing Program Specifications, local codes, and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Contractor's signature needed at the bottom of each page.

Work must be completed and approved within  $\underline{150}$  days of the issuance of the Notice to Proceed. This house is to be vacant for  $\underline{150}$  days.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Contractors please sign bottom of each page.

Company Name	Fla Homes, Inc P/C
Contractor's Name (Print Name)	Debbie Herring, agent
Contractor's Signature	Dublie Hurgy, agent
Contractor's Address	13919 NW 1454 Avenue Alachua 32615
Contractor's License #	CGC \$52 \$62
Contractor's Phone Number	(386)418-4663
Contractor's E-Mail Address	flahomes@windstream net

Richard McDonald

Co-Owners Signature

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Taylor County Housing Program Bid form

3235 Johnson Stripling Road – Perry, FL

Page 4 of 4



### TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO DISCUSS A POSSIBLE INCREASE OF ROLL-OFF SITE HOURS AND THE INCREASE IN BUDGET REQUIRED, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

2/19/19

Statement of Issue:

THE BOARD TO DISCUSS PROPOSED INCREASE OF

ROLL-OFF SITE HOURS AND THE INCREASE IN BUDGET

IT WILL ENTAIL.

Recommended Action: APPROVE

Fiscal Impact:

\$159,872.00

Budgeted Expense:

N/A

Submitted By:

GARY WAMBOLT, ES DIRECTOR

Contact:

838-3533

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: TO BETTER SERVE THE CITIZENS OF TAYLOR COUNTY,

THE COMMISSIONERS REQUESTED LONGER, MORE

UNIFORM HOURS AT ALL ROLL-OFF SITES

Options:

APPROVE/NOT APPROVE

Attachments:

ROLL-OFF SITE HOURS SUMMARY



### TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANDIE MAE MURPHY, Clark Post Office Box 620 Perry, Florids 32348 (850) 838-3506 Phone (850) 838-3549 Fax LeWanda Pemberton, County Administrator 201 East Groen Street Perry, Florida 32447 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 197 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

### SUMMARY

EXTENDED HOURS AT THE ALL ROLL-OFF SITES 7:00 A.M. TO 6:00 P.M.

HOURS BUDGET FOR THE YEAR 2019 AT THE ROLL-OFF SITES ARE 23,643 HOURS AT A COST OFF \$281,532.00

HOURS EXTENDED FOR ALL ROLL-OFF SITES 7 DAYS A WEEK 7:00 A.M. TO 6:00 P.M. INCREASE 13,953 HRS. PER YEAR AT A ADDITIONAL COST OF \$159,872.00

TOTAL HOURS WITH INCREASE 37,596
TOTAL COST WITH INCREASE \$441,404.00



### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

APPOINTMENT OF ONE MEMBER TO THE TAYLOR COUNTY RECREATION ADVISORY BOARD.



MEETING DATE REQUESTED: FEBRUARY 19, 2019

Statement of Issue: THE BOARD TO CONSIDER AN APPOINTMENT TO THE

TAYLOR COUNTY RECREATION ADVISORY COMMITTEE

(TCRAB), AS AGENDAED BY THE COUNTY

ADMINISTRATOR.

Recommended Action: APPOINT SHERRY BLANTON TO THE TCRAB

Fiscal Impact: NONE

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: AN ADVERTISEMENT WAS PLACED IN THE LOCAL

NEWSPAPER GIVING A DEADLINE FOR APPLICATIONS OF FEBRUARY 1, 2019 AT 5 P.M. AS OF THAT DATE, ONE

APPLICATION HAD BEEN RECEIVED FROM SHERRY

BLANTON.

Options:

Attachments: APPLICATION FROM SHERRY BLANTON

COPY OF ADVERTISEMENT

### Taylor County Board of County Commissioners is Accepting Applications for

### TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB) MEMBER

This is a demanding volunteer position that meets regularly to discuss operations of the Taylor County Sports Complex. TCRAB consists of 7 members, each of whom must be a registered voter of Taylor County, as well as being a current resident of the County. Appointees are representatives of all sports played at the County Sports Complex including, but not limited to, soccer, football, baseball, softball, basketball, tennis, and users of the trail.

For more information, or to request an application, please come by the Taylor County Administrative Complex located at 201 East Green Street or visit www.taylorcountygov.com.

Deadline for submission of applications is Friday, February 1, 2019 at 5 p.m. Applications may be delivered to the County Administrator's Office at 201 East Green Street. Applications, may also be faxed to 838-3501 or emailed to admin.assist@taylorcountygov.com.

JIM MODDY District 2 Sean MURPHY District 3

PAM FEAGLE District 4 Thomas DEAMPS District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 638-3506 Phone (850) 638-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax

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

Application for the Taylor County Recreation Advisory Board (TCRAB)

Slage Hands	
Name: Sherry Haye Blanton	
Address: 1720 Forther Dr.	
Perry FL 32347	
Phone: Home: <u>850. 838. 7889</u> Work: <u>850. 584. 0635</u> Fax: <u>850</u>	0.584.0661
Email: Jerez 1388@hotmail.com/sblanton@doctor	rsmemorial.com
Please answer the following questions (use additional pages if necessary)	
1. Are you 18 years old or older? Yes No	
2. Are you a resident of Taylor County? Yes No	
3. Are you a registered voter in Taylor County? Yes No	
4. Are you willing to spend up to eight (8) hours per	
month for meetings and workshops?	
5. Are you willing to attend all Board Meetings	
(emergencies excluded)?	
Education:	
Are you a High School Graduate? Yes No	
Name of School: North Marion High School	-
Address: 151 W. Hwy 329 Citra, FL 32113	
Post-Secondary Education: AA Degree	
Name of School: North Florida Community College	£
Address: 325 Turner Davis Dr. Madison, FL 3.	2340

Received 131/19 Differenter to

of the Sports Complex.

and orientation. Do you foresee a problem in attending these events?

12. Further comments:
n behalf of the Taylor County Board of County Commissioners, we thank you for taking the time to implete this application and for offering to volunteer your time, which serves as an investment into e future of recreation in our community.
Applicant Signature: Sherry Blanton  Print Name: Sherry Blanton
Print Name: Shery Blanton
Date: 1/25/19

Please return your completed application to the County Administrator's office at 201 E Green Street, Perry, FL 32347, no later than 5:00 PM on July 14<sup>th</sup>, 2015. Applications may also be faxed to 850-838-3501 or emailed to admin.assist@taylorcountygov.com.

### TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

POLICY SUNSET DATES



MEETING DATE REQUESTED:

2/19/19

Statement of Issue:

THE BOARD TO CONSIDER APPROVAL OF REQUEST TO EXTEND SUNSET DATES OF COUNTY POLICIES FOR ONE

YEAR.

Recommended Action: EXTEND SUNSET DATES OR REMOVE SUNSET DATES

AND CONSIDER ANNUAL POLICY REVIEW BY STAFF.

Fiscal Impact:

N/A

Budgeted Expense:

N/A

Submitted By:

LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact:

850-838-3500 EXT. 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: A NUMBER OF COUNTY POLICIES WILL SUNSET ON MARCH 1, 2019. THESE POLICIES HAVE BEEN IN FORCE FOR A NUMBER OF YEARS. STAFF HAS NOT REQUESTED ANY CHANGE TO THE ATTACHED POLICIES. SUNSET DATES WERE ADDED TO MANY COUNTY POLICIES WHEN ORIGINALLY APPROVED.

Options:

**EXTEND SUNSET DATES** 

**REMOVE SUNSET DATES** 

Attachments:

**POLICIES** 

# COUNTY POLICIES NEEDING APPROVAL TO EXTEND THE SUNSET DATE

### POLICY

COUNTY COMMISSION UTILIZATION OF RESOURCES AND COMMITMENT OF STAFF TIME

**GRANT APPLICATIONS FOR TAYLOR COUNTY** 

TEMPORARY SHORT TERM ADMINISTRATIVE ROAD CLOSING

PURCHASING LEVELS OF AUTHORITY

SICK LEAVE POLICY

SAFETY POLICY

**ADOPTION FEES** 

ADOPTION OF ANIMALS WITH A BITE HISTORY

**ADOPTION OF PUPPIES** 

**ANIMAL ADOPTIONS** 

**ANIMAL RESCUES** 

ANIMAL REDEMPTION FEES

ANIMAL RESCUES

ANIMAL TRAP LOANS

**FEE WAIVERS** 

**FOSTERING ANIMALS** 

**RABIES CITATIONS** 

RIDE ALONG PROGRAM

SAFEKEEPING OF EUTHANASIA KIT (DRUG KIT)

SHELTER VOLUNTEERS

SPAY/NEUTER NON-COMPLIANCE

VETERINARIAN EXPENSES

OWNER TURN-IN OF DOGS AND CATS

AGGRESSIVE DOGS/DANGEROUS DOGS

ANIMAL CONTROL HOURS OF OPERATION

RABIES QUARANTINE PROCEDURES AFTER ANIMAL BITE

CITATIONS

USE OF LAW ENFORCEMENT PERSONNEL

PUBLIC NUISANCE POLICY RELATING TO ANIMALS

CONFIDENTIALITY

# COUNTY POLICIES NEEDING APPROVAL TO EXTEND THE SUNSET DATE

### POLICY

ISSUANCE OF COURTESY NOTICES

FERAL CATS

CHURCH GROUNDS MAINTENANCE

CITY STREET MAINTENANCE

PUBLIC SCHOOL GROUNDS- COUNTY WORK ON

PUBLIC CEMETARY MAINTENANCE

THE POLICY FOR PUBLIC ACCESS IMPROVEMENTS - MADE BY AND

MAINTAINED BY THE PUBLIC- TO THE STEINHATCHEE RIVER PUBLIC STREET

RIGHT OF WAYS AND OTHER APPROPRIATE PUBLIC LANDS OF STEINHATCHEE

CELLULAR COMMUNICATION POLICY

**ANTI-VIRUS POLICY** 

ADMINISTRATIVE ACCESS POLICY

NETWORK ACCEPTABLE USE POLICY

HARDWARE PURCHASE POLICY

SOFTWARE PURCHASE POLICY

WIRELESS COMMUNICATION POLICY

CELLULAR AND RADIO COMMUNICATION POLICY

SOCIAL MEDIA AND COLLABORATION POLICY

MOSQUITO SPRAY PROCEDURE FOR PRIVATE PROPERTY



### **Taylor County** Board of County Commissioners' Policy Manual

Policy #:	Title:	Effective Date:
2008-17	County Commission Utilization of Resources an Commitment of Staff Time	
	PURPOSE	
Establish pol the County A	licy regarding the County Commissioners requesting production of the County III and the County regarding the Count	oject commitment o
	REFERENCE	
Florida Statut	te, Chapter 125; Taylor County Code of Ordinances, Cha	pter 2, Section 2-64
	POLICY	
resources an purpose for T	icy of the Board of County Commissioners that the und staff shall be authorized only for projects that serve raylor County and no new projects shall be assigned or rapproved and prioritized by at least three (3) votes of the	a paramount public requested of County

to do so.

All routine requests for information, requests, and maintenance are to be routed through the County Administrator or for legal matters, through the County Attorney. Any request that doesn't go through the County Administrator or the County Attorney will not be processed.

RESPONSIBLE DEPARTMENT	
Board of County Commissioners	

Sunset Date: 3/1/2019



Policy #:	Title:		Effective Date:
2009-01		Grant Applications for Taylor County	03/02/09

### **PURPOSE**

To establish guidelines for the Board of County Commissioners, the County Administrator, Staff, the Grants Coordinator and the public regarding the development, writing, coordination and submittal of all grant allocations on behalf of the Board of County Commissioners.

	REFERENCE	
N/A – New Policy		
	POLICY	

This policy applies to all grants when any one of the following applies. The grant:

- Is newly created, controversial, or unique in its scope and design;
- Requires either engineering, permitting, matching funds, in kind services, or any staff time other than that already authorized by the Board or County Administrator;
- Commits or promises that the County will fund, build, complete items, programs, staffing or continued maintenance after the grant funding ends or is outside of authorized funding
- Proposes a program that is not a part of the Taylor County Board of County Commissioners – Board Approved Capital Improvement Plan
- o Involves partnerships with organizations or individuals.

**Note:** Grants in this category must be identified to the Board through the Board's Capital Improvement Plan (CIP) process. Grant applicants are expected to submit ideas for possible grants to the County Administrator for consideration in the CIP. Applicants are responsible to ensure that grant gates are met.

**Note:** Adequate lead time is necessary to ensure that affected parties( public, engineering, building & planning, planning board, County Administrator, Grant Writer and the Board of County Commissioners) have sufficient time to properly analyze the impact of not only the grant but future impacts on this and other grants / projects

**Note:** In –Kind Service is not to be written into a grant or assumed without specific permission of the County Administrator and the Board of County Commissioners and then only after the Grant Technical Review Committee, the County Administrator, and the Board have all conducted a review of current plan projects, Board priorities and the Capital Improvement Plan.

### **GRANT REQUEST:**

Any and all applicants including staff or commissioner will forward all "Grant Request" to the Board's Designee - the County Administrator

- -The "Grant Request" as a minimum will include a completed "Taylor County Grant Request Form" includes statement of need, project summary, scope of work, budget, etc. (attached). The Budget must be specific and include a detailed cost breakdown and include the requirement for future grants or spending.
- -Once County Administrator reviews the "Grant Request" and determines it's complete the Administrator will convene a meeting of the Grant Technical Review Committee.
- The Grant Tech Review Committee will conduct an impact study and needs analysis and provide a report back to the grant applicant.
- The applicant then has the opportunity to refine the request or move ahead with scheduling a formal presentation of the grant concept to the Commission in a properly noticed public hearing to obtain authorization to expend additional staff effort on the grant and assigns a grant/project manager

### **APPROVALS NEEDED:**

- 1. County Administrator
- 2. Grant Technical Review Committee (Consists of Grants, Engineering, Building and Planning, Public Works, and the County Administrator
- 3. County Commissioners (Is the Grant Consistent with Board Priorities and the CIP?)

### 1<sup>st</sup> BOARD AGENDAL FORMAL CONCEPT BRIEFING / PUBLIC HEARING:

- Concept Briefing /Public Hearing The applicant or representative's briefing will include a statement of need, project summary, scope of work, budget, any anticipated or known issues, staffing, impact and timeline.
- The applicant must provide copies of all materials to be presented to the Board in the agenda package. (Coordinate through the County Administrator's Office
- After the presentation the Board will receive Public Input and ask questions, if any
  of the staff. Approve or disapprove the concept, then designate its place in the
  Board's CIP & prioritize.
- If approved assign Grant/ Project Manager

•••••

**Note:** The Grant Tech Review Committee will review completed grant prior to going before the board & provide comments / revised final as well if necessary

#### 2<sup>nd</sup> BOARD AGENDA COMPLETED GRANT BRIEFING / PUBLIC HEARING:

The Grant Writer, Grant Manager, and the Project Manager may be the same person or may be two or possible three individuals. The lead person designated as determined by the Board

- The Full Grant Brief / Public Hearing will include a full briefing on the complete grant including details not only on the concept of the grant but all commitments and/or amenities that are being written into the grant including any for the future.
- A completed site plan that address all amenities, permitting, etc.
- Discussion of controversial issues
- Impact on other projects and Staff responsibilities
- Brief Project Budget and Timeline
- Receive public input and discussion
- Board Approves or Disapproves
- Grant Writer / Project Manager revise grant if necessary IF NOT SIGN & SUBMIT GRANT

### 3<sup>Rd</sup> BOARD AGENDA REVIS ED COMPLETED GRANT BRIE FING / FINAL P UBLIC HEARING:

- If necessary to revise the completed grant based upon public input and changes directed by the Board the Grant
- The revised grant will again be briefed in a public hearing to the board. Included in the package will be a summary sheet identifying by page #, paragraph, etc. where such changes were made and can be reviewed by the board.
- All Grant materials must be submitted on time to be included in the Board's agenda package.
- Board Approves or disapproves. If approved grant is signed-submitted

#### RESPONSIBLE DEPARTMENT

Office of the County Administrator

Sunset Date: 3/01/2019

Last Updated: 09/05/08

COUNTY POLICIES	NEEDING APPROVAL	TO	EXTEND THE
	SUNSET DATE		

#### POLICY

ISSUANCE OF COURTESY NOTICES

FERAL CATS

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WIRELESS COMMUNICATION POLICY

CELLULAR AND RADIO COMMUNICATION POLICY

SOCIAL MEDIA AND COLLABORATION POLICY

MOSQUITO SPRAY PROCEDURE FOR PRIVATE PROPERTY



	Policy #:	Title:	Effective Date:
	2010-15	Temporary Short Term Administrative Road Closing	09/07/2010
		PURPOSE	
	The purpose organizations bridge for a sp	of this policy is to streamline the process by which local cocan receive permission from the County to temporarily cloecial activity.  REFERENCE	ommunities and see a road or a
	 N/A		
		POLICY	
	communities, parade, firewo County Commi	County Commissioners each year receives numerous requely clubs, organizations, etc. to temporarily close a road or rks, or other special events. It is the policy of the Taylor Conscioners that the County Administrator is authorized to approxit as this is an administrative temporary closing.	a bridge for a ounty Board of
		RESPONSIBLE DEPARTMENT	
(	Office of the Co	ounty Administrator	
		SUNSET DATE	
•	Sunset Date:	03/01/2010	

3.01.05.01



## **Taylor County**Board of County Commissioners' Policy Manual

Policy #:	Title:	Effective Date:
2010-07	Purchasing Levels of	Authority 04/05/10

#### **PURPOSE**

The purpose of this policy is to provide guidelines pursuant to Section 112.313, Florida Statutes, pertaining to standards of conduct for public officers, employees of agencies, and local government attorneys expressly apply to the Taylor County Purchasing Policy.

#### REFERENCE

Specific statutory provisions pertaining to purchasing and contracting include but are not limited to: Section 112.313 (standards of conduct), Section 180.24 (bids on construction contracts), Section 218.70, et. Seq. (the Florida Prompt Payment act), Section 225.20 (local bid law), Section 287.055 (consultants' competitive negotiation act), Section 336.44 (county roadwork).

#### **POLICY**

The policy amends the sections of the Purchasing Manual "Approval Process for All Purchase Orders" and "Bid Process" to read:

The Purchasing Department is the only department authorized to issue purchase orders. For purchases of single items less than \$500 no quotation is required. Department Heads or designees will sign requisitions for these purchases. Purchase orders with a per unit cost between \$500 and \$1,500 are issued upon authorization of the Department Head and require three quotations, which may come via telephone, fax or email. Purchase orders with a per unit cost between \$1,500 to \$25,000 will be authorized by the Department Head and the County Administrator. Three written quotes are required if available. If three quotes are not available the "No quotes" must still be documented in writing including a copy of the email or fax requesting the quote.

NOTE: Regardless of the number of individual items purchased or exemptions in the purchasing manual any purchase order cumulatively totaling \$15,000 or more must be personally approved by the County Administrator.

For purchases over \$25,000 the Competitive Formal Bidding Procedures apply (County Administrator and Board Approval needed). Certain purchases may be exempted from the bid process as defined in the Purchasing Manual (such as vehicles bought under state contract, etc.).

NOTE: The requesting Department shall pay particular attention to contract/services agreements which have the potential to exceed the \$50,000 limit over the life of the contract. The local vendor preference policy remains in effect.

#### RESPONSIBLE DEPARTMENT

Office of the County Administrator



	Policy #:	Title:	Effective Date:
	2010-15	Temporary Short Term Administrative Road Closing	09/07/2010
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#### RESPONSIBLE DEPARTMENT

Office of the County Administrator



#### **Taylor County** Board of County Commissioners' Policy Manual

Policy #:	Title:		Effective Date:
2009-21		Sick Leave Policy	05/04/09
		PURPOSE	

To provide guidance regarding sick leave for regular full time employees of the Board of County Commissioners

#### REFERENCE

IAFF and IBEW Union Contracts

#### POLICY

#### SICK LEAVE - Eligibility and Use

The Board grants sick leave to regular full time employee after they have completed the fourth month of their introductory period. Sick leave may be used for the employee or employee's immediate family member's personal illness, injury or exposure to a contagious disease, which would endanger others and the employee's personal appointments with a doctor, dentist, or other recognized practitioner. Sick leave will be charged in one half hour increments. Employees must notify their supervisor prior to the commencement of the work day of their absence. Employees must complete a leave request upon their return to work. Employees may use annual leave for illness if they have exhausted their sick leave. For serious medical conditions requiring long term absences, please refer to the Family and Medical Leave Act Policy.

#### Accrual

Forty (40) hour per week employees will, at the end of the fourth month of employment, have accumulated eight (8) hours of sick leave and will accrue eight (8) hours at the conclusion of each month thereafter. An employee not completing a month will not accrue sick leave for that month. A completed month is a month where all scheduled work days were either worked or paid leave. (i.e., approved annual leave, sick leave, or personal day) Any unpaid leave will result in forfeiture of that month's sick leave accrual. Fifty-six (56) hours per week employees will be granted 10.5. Effective May 1, 2009 accrual of unused sick leave is unlimited. Employees hired after January 1, 1999, shall not be paid for unused sick leave, upon separation.



#### **Taylor County** Board of County Commissioners' Policy Manual

Policy #:	Title:		Effective Date:
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#### **SECTION 2**

#### MANAGEMENT COMMITMENT

The purpose of the Safety Policies and Procedures is to provide a management system for the prevention of occupational injuries and illnesses and compliance with regulations concerning occupational safety and health. Safety Policies and Procedures assign safety responsibilities, promulgate countywide procedures, and set minimum safety program requirements for issues involving County departments. Additional department and/or division specific policies and procedures will be issued to implement safety programs.

This Safety Plan provides general direction for the administration of occupational safety and health management for the Taylor County Board of County Commissioners. It endeavors to meet the Occupational Safety and Health Administration (OSHA) regulations, as adopted by the State of Florida, governing workplace accident prevention programs.

Separate Safety Policies and Procedures will be issued as needed to address specific safety and health issues or to meet the regulatory requirements for written compliance programs.

The Taylor County Board of County Commissioners is committed to providing dependable, economical services to the public. The County recognizes its employees as the most important resource in meeting that commitment and is dedicated to providing a safe and healthful work environment.

The County recognizes that some accidents are caused by unsafe conditions or unsafe behavior and strives to systematically eliminate unsafe acts and conditions. In meeting that goal it is the policy of the Taylor County Board of County Commissioners to:

- Provide a safe workplace including facilities, equipment, tools and vehicles that meet safety and health standards and practices.
- Define and implement safe work practices to address hazards unique to specific job assignments.
- Train employees in the safe performance of assigned jobs.
- Monitor workplace conditions and employee behavior to ensure compliance with the Board's Safety Plan, as well as individual department and division safety and health requirements.
- Involve all employees in a systematic effort to recognize, report and correct hazardous conditions and practices.
- Investigate and analyze accidents to identify and eliminate the unsafe conditions and behaviors that caused the accidents.

The management staff will not tolerate actions that jeopardize the safety and health of employees or the general public or actions that risk non-compliance with established safety and health regulations. Employees who violate city, departmental, and/or divisional rules are subject to the disciplinary policies. Fulfillment of safety-related responsibilities will be considered a factor in performance reviews and promotions.

#### SECTION 3

#### RESPONSIBILITIES

All Taylor County Board of County Commissioners' employees share in the responsibility to establish and maintain a safe working environment. The following responsibilities are guidelines to establish accountability for the Safety Program. These responsibilities are not in any way intended to limit innovation or initiative on the part of any employee who is working toward the goal of achieving a safe workplace.

#### 3.1 Department Heads, Superintendents, Upper level management

- a. Ensure the design, maintenance of facilities, tools, equipment and vehicles meet or exceed established safety standards.
- b. Approve and ensure usage of policies, procedures and safe work practices for department occupations, tasks and locations.
- c. Approve and ensure usage of safety-training requirements for department employees based on their occupations, work locations and tasks. (See 3.2.b.)
- d. Review department Accident Investigation Reports, Incident Reports and department injury and illness trends. Resolve corrective action issues that are beyond the scope of the supervisor to accomplish.
- Review workplace inspections with Supervisors and direct appropriate corrective action to achieve a safe work environment.

#### 3.2 Supervisors

- Establish polices, procedures and safe work practices for department/division occupations, tasks and locations.
- b. Establish safety-training requirements for department/division employees based on their occupations, work locations and tasks.
- Monitor workplace conditions and employee work behaviors through regular, scheduled inspections and frequent observation of the work environment.
- d. Enforce County, departmental, or divisional tool, equipment and vehicle standards and rules governing the workplace behavior of employees.
- e. Ensure employee participation in county and department required safety training. Recommend additions, deletions and modifications of safety training requirements or training programs based on observed workplace conditions and employee work behavior.
- f. Investigate accidents involving employee injury or illness and/or damage to vehicles or other County property. Determine the facts and causes of the accident. Implement or recommend corrective actions for the purpose of preventing future, similar occurrences.
- g. Encourage employee involvement in safety hazard recognition and act on hazard elimination and hazard control suggestions from the safety committee and individuals.
- h. Identify unsafe work conditions and unsafe practices. Correct immediate hazards within ability or report them to immediate supervisor and/or upper management and report recurring conditions to management and/or safety committee.

#### 3.3. All Employees

- Abide by the County and department/division work practices established for specific job assignments and occupations.
- b. Report occupational injuries, illnesses and near misses immediately to their supervisor. Follow supervisor instructions for obtaining first aid and/or medical attention. Participate in accident investigations as requested by the supervisor.
- c. Participate fully in safety training. Suggest improvements in safety training requirements or programs to the supervisor or the safety committee.

d. Identify unsafe work conditions and unsafe practices. Correct hazards or report them to the supervisor or safety committee as appropriate.

#### 3.4. Safety Coordinator

- a. Develop and administer the Safety Program.
- b. Provide accident trend analysis to safety committee.
- c. Provide new employee general safety and health training.
- d. To assist supervisors in the investigation and reporting of all job related accidents and illnesses, maintaining proper records.
- e. Plan and coordinate inspections, committee meetings, and assist management in all areas of safety and health.
- f. Act as permanent Chairperson and provide support for the Safety Committee.

#### SECTION 4

#### SAFETY TRAINING

#### 4.1. All Employees

It is the policy of the Board of County Commissioners to provide all safety training prescribed by regulatory requirements and to ensure that all employees understand the hazards to which they may be exposed and how to prevent harm to themselves and others. No employee is expected to undertake a job until he or she has received instructions on how to do it properly and has been authorized by their supervisor to perform that job. Employees are expected to participate and cooperate fully in training programs and to accept and follow established safety and health precautions.

Each worksite presents a unique training challenge. Therefore, each department/division is expected to specify and provide safety training that is tailored to each employee's occupation, task and job location. To the extent possible, safety training should be integrated into general job training, rather than treated as a separate issue.

All safety-related training must be documented; the records are to be maintained in Human Resource Department files and department files. Documentation shall include a list of employees in attendance, date, and the name of the trainer and an outline of the topics discussed or category of safety training delivered.

#### 4.2. New Employee Safety Orientation

The purpose of new employee safety orientation is to provide the employee with information about:

- The general hazards and safety rules of the worksite.
- Specific hazards, safety rules and practices related to the employee's work assignments, and the employee's role in emergency situations

This training shall take place as soon as practical, preferably within 2 months of the employee beginning assigned duties.

#### 4.3. Safety Training

Periodic safety training shall be conducted and be of sufficient duration and content to assure continued safe operations. Employees will be periodically retrained (1) when a notable injury trend has been identified either by the Safety Chairman, Safety Committee or management, (2) After a work related injury requiring medical treatment, when traceable to a specific unsafe act, (3) When management observes employees displaying unsafe acts, behaviors, or attitudes.

#### 4.4. Job-Specific Safety Training

Job-specific safety training includes personal on-the-job instruction, safety meetings or formal classroom instruction intended to enhance the safety of specific tasks or occupations. Some job-specific training is prescribed in regulatory requirements. Departments and divisions will provide additional training as necessary to improve employee knowledge of safety rules, procedures and safe practices. The intent of this policy is that safety training will enhance the employee's understanding of workplace hazards and the prevention of occupational injuries and illnesses, rather than to prescribe the specific format of the safety training.

#### **SECTION 5**

#### SAFETY COMMITTEE

#### 5.1 Organization

The Board of County Commissioners encourages and expects employee participation in the Safety Program. The Safety Committee, at a minimum, will be composed of:

IBEW Bargaining Unit (maximum of 3 individuals)
IAFF Bargaining Unit (maximum of 3 individuals)
Fire (Chief (PSD) or Deputy Chief)
Public Works (Department Heat or Superintendent)
Special Projects Manager

Liaison: County Administrator & Human Resources Director

#### 5.2 Duties

The Safety Committee is an advisory body organized to bring employees and management together in a cooperative effort to foster a safety culture and reduce on the job injuries and illnesses in the workplace. The Committee may make recommendations about the following education and communications matters:

- Assessing and communicating hazards
- Communicating with employees regarding safety committee activities
- Educating employees on safety related topics
- Motivating employees to create a safety culture in the workplace

The Committee may also recommend specific actions concerning:

- Development of safety rules, policies and procedures
- Control of hazards
- Periodic evaluation of the safety program
- Inspection of the workplace
- Development of safety training and awareness topics
- Keeping job specific training current

The Safety Committee is encouraged to be innovative in its approach to achieving those goals within the following guidelines:

- 1. A safety committee meeting must have a quorum present to take any action. Items may be discussed and information exchanged though no action may be taken until a quorum is present.
- 2. The safety committee must document its meetings in minutes to include:
  - a. Date, time and location of meeting
  - b. A list of members present
  - c. The topics or issues discussed
  - d. The recommendations or suggestions made
- 3. Distribution of the minutes will include:
  - a. All safety committee members
  - b. All Department Heads
  - c. County Administrator
  - d. Posted for each Department
- 4. The safety committee will be provided appropriate support staff, meeting space and resources (such as photocopies).
- 5. Department/division committees are not required. Supervisors will be required to provide staff with necessary safety training, and ensure they attend any county wide training offered.
- 6. Attendance rosters for all training will be forwarded to the Human Resources office for placement in personnel files.

#### 5.3 Meetings/Terms of Members

- 1. Members must attend all meetings unless excused by department/division head. The department/division head will notify the Safety Chairman when there is an excused absence.
- 2. The committee will meet at least quarterly.

#### SECTION 6

#### SAFETY RULES & REGULATIONS

As a basis for employee responsibilities and participating in the Board's Safety Policy Program, the general safety rules listed below will apply to all employees. Your cooperation in voluntarily complying with these rules and all other safety responsibilities will be appreciated and expected.

#### 6.1 General Safety Rules

- 1. Seek medical attention, if necessary, for any accidents resulting in an injury. All accidents must be reported to the supervisor as soon as possible (prior to end of shift).
- 2. Report unsafe conditions, procedures and practices to your supervisor immediately.
- 3. The use or possession of alcohol, illegal drugs or other controlled substances on the job is prohibited.
- 4. Smoking is permitted in designated areas only.
- 5. Each employee is responsible for good housekeeping. Keep your work area in a clean, uncluttered state. Do not walk by a situation of poor housekeeping if it can be easily corrected or needs immediate attention such as spills on floors, ice on steps and so on.
- 6. Obey all warning tags and signs. They are there because hazards exist.
- 7. No employee should take chances on the job which could endanger their personal safety and health or the safety and health of co-workers or others.
- 8. Do not operate machinery or use tools you are not qualified to use.
- 9. Do not enter hazardous areas you are not authorized to enter.
- 10. Use all personal protective equipment and devices required and provided.
- 11. If an established job procedure must be deviated from, supervisory approval must be obtained and an alternative, temporary job procedure must be agreed upon. This alternative job procedure must not create any new or additional hazards or unnecessarily expose employees to hazards.
- 12. Become familiar with and conduct your work activities in accordance with these general safety rules and other specific safe operating procedures which are applicable.
- 13. Refrain from fighting, horseplay, or distracting fellow workers.
- 14. Follow proper lifting procedures at all times
- 15. Wearing of safety restraints is mandatory; if so equipped.
- 16. Know the location of fire/safety exits and evacuation procedures.
- 17. Participate in Safety Training.
- 18. When operating county vehicles or equipment, drivers must operate/drive safely and prudently.
- 19. When using cell phones in a county vehicle, pull over and stop on the side of the road or utilize hands free device.
- 20. Above all be ALERT and be RESPONSIBLE! Your safety and health depends on it.

#### 6.2 Lifting Procedures

Proper manual lifting techniques will protect your back by keeping it in its strongest position during stress. These techniques are not natural movements and must be learned and practiced. Keep the basic principles in mind every time you lift, no matter how small the load.

- 1. Assess the load before you lift. Know your limitations. Get help for heavy or bulky objects.
- 2. Spread feet shoulder width apart to give yourself a solid base of support.
- 3. Place your feet as close as possible to the base of the object you are lifting with one foot slightly in front of the other.
- 4. Bend with the knees and maintain the natural curve in the back during the entire lifting operation (weightlifter position).
- 5. Get a good grip on the object and primarily use the leg muscles, not the back, to lift the load.
- 6. Move your feet to change directions -- avoid twisting.
- 7. Don't overdo. Take frequent breaks for repetitive lifts. Your back is more susceptible to injury when tired.

#### 6.3 Office Safety

Office work is more dangerous than is commonly supposed and serious injury accidents can occur during normal office routine. Good housekeeping and proper storage are important factors in office safety and fire prevention. Proper lifting techniques will prevent most back injuries. Offices are typically inspected for safety compliance less often than other areas. It is important that you correct or report unsafe conditions to your supervisor.

- 1. Every employee is responsible for keeping his or her work area clean and orderly. Even a pencil or paper clip can cause a slip or fall.
- Open doors slowly. Be extra cautious when you come to a door that can be opened in your direction. Slow down when you come to a "blind" corner.
- 3. Do not read while walking.
- 4. Proceed with caution. Haste when walking between desks can result in bruises and falls.
- 5. Use a cord cover or tape the cord down when running electrical or other cords across aisles, between desks or across entrances or exits.
- 6. Keep file, desk and table drawers closed when not in use. Close them before you leave them.
- 7. Never open more than one file drawer at a time. The entire cabinet may tip over.
- 8. Be careful when opening drawers to full extension in case there is no locking device.
- 9. Load file cabinets and bookcases with the heaviest items in the bottom to prevent tipping.
- 10. Maintain office tables, desks and chairs in good condition and free from sharp corners, projecting edges, wobbly legs, etc.
- Use chairs sensibly. Do not tilt chair or slump back, which may cause the chair to slip or break.
- 12. Never use a chair, desk or other office furniture for a step stool or ladder.
- 13. Recognize the potential for puncture injuries with message spindles. Consider not using spindles, bending the point horizontal or covering the point.
- 14. Keep the blades of paper cutters closed when not in use.
- 15. Keep razor and "exacto" blades covered. Report even minor injuries and take precautions to avoid infection.
- 16. use a staple remover, not your fingers, for removing staples.
- 17. Be sure that cords and plugs on all electrical equipment are in good shape. If a machine causes a shock or starts smoking, unplug it immediately and report it to the supervisor. Do not overload outlets.
- 18. Do not attempt any electrical repairs.
- 19. Use handrails when ascending or descending stairs. Don't carry a load that restricts vision.
- 20. Walk, do not run. When walking in hallways, keep to the right, especially at corners.
- 21. Be careful in front of doors that open outward and open doors slowly.
- 22. Avoid spilling or splashing liquids on the floor. If you spill it, clean it up. Provide barricades or other warnings as necessary.

#### 6.4 Office Ergonomics

Ergonomic injuries include tendonitis, carpal tunnel syndrome, lower back pain and other disorders that involve pain and damage to muscles, tendons and nerves in the back, neck, shoulders, elbows, wrists and hands. These musculoskeletal problems are referred to as cumulative trauma disorders (CTD) or repetitive motion injuries and are generally caused by:

- making the same motion over and over
- · staying in the same position too long
- working in a position that puts stress on muscles and joints
- working with tools and equipment that doesn't fit your body
- using excessive physical force
- exposure to vibration over a long period of time

You can help prevent CTD's by avoiding awkward body positions:

- adjust your workstation before you begin working
- maintain the natural curve in your back while sitting, standing and lifting
- keep your wrist straight as much as possible while typing or doing other repetitive tasks
- take breaks from repetitive motion tasks by switching periodically to other tasks
- use the right tools for the job, especially when they are used often or for long periods of time

If you spend a lot of time at a computer workstation:

- Position the keyboard so that the wrists are kept straight use a wrist rest if necessary. Your elbows should be at about the same height as the keyboard.
- Sit with your back in a neutral posture, maintaining the natural curve, with feet on the floor and thighs parallel to the floor. [Adjust the chair height and use a foot rest if necessary]
- Position the screen just below eye level and about 18-24" away to prevent neck and shoulder strain [the screen should be lower if you use bifocals]
- Change positions, stretch and take "mini-breaks" periodically

Pay attention to early signs of cumulative trauma disorders and make adjustments in your workstation or the way you do your work. Report the symptoms to your supervisor and work together to correct the causes of the injuries. Early indicators of CTD, which usually occur in the hands, arms, shoulders, neck and back, include:

- stiffness or soreness
- aches and pains
- · numbness or tingling
- swelling
- burning sensation
- reduced strength

#### 6.5 Working in Extreme Weather Conditions

Dress for conditions – lightweight, light-colored loose clothing is best. Wear a hat with a wide brim if you're out in the sun.

#### **Hot Weather Guidelines**

- 1. Use sunscreen.
- 2. Reflected sun is even more potent than direct exposure. Be particularly careful of sun exposure on cloudy days and near water, concrete or sand.
- 3. Eat a well-balanced diet, but try to stay away from hot or heavy foods. Do not take salt tablets or other salt supplements without a doctor's recommendation.
- 4. Drink plenty of fluids. Don't wait until you're thirsty. The best fluid replacement is water. Avoid alcohol and caffeine.

#### **Cold Weather Guidelines**

- Dress for the conditions in layers of loose, dry clothing. Cotton or wool clothing with a waterproof layer over it is very effective.
- 2. Cover your head and face. You can lose up to 40 percent of your body heat if you don't wear a hat.
- 3. Wear shoes and gloves designed for cold weather. Don't handle anything with bare hands, especially if it is made of metal.
- 4. Keep moving when you're in the cold.
- 5. Return to a warm vehicle or take regular breaks in warm areas frequently.

#### 6.6 Confined Space Entry

A **confined space** is a space which has limited access or egress, is not normally used for employee occupancy, and where a hazardous atmosphere may naturally exist or be created by work procedures or processes. The atmosphere in a confined space may have insufficient oxygen to support life, or may be toxic, flammable or explosive. The lack of ventilation in confined spaces causes welding, painting, use of hazardous materials, or other activities that change the atmosphere to be especially dangerous. The limited opening for entry and exit makes rescue difficult and dangerous.

Most of the severe injuries and fatalities in confined spaces occur because an employee either went into a confined space without first testing its atmosphere or did not continuously monitor the space. These are general guidelines for all employees. Each Department/Division that encounters confined spaces in their assigned duties will develop, train, operate and monitor a specific confined space program for their area.

Some County employees may, during the course of their jobs, encounter confined spaces that have not been specifically evaluated. Examples include firefighters during emergency response and inspectors, meter readers or others during the normal course of their duties. More than half of the fatalities in confined spaces are would-be rescuers. All employees who enter confined spaces must receive sufficient training to evaluate any confined space and make responsible decisions. Prior to entry, assume that every confined space has an unknown hazardous atmosphere.

#### 6.7 Personal Protective Clothing And Equipment

Personal protective clothing and equipment (PPE) plays an important role in protecting workers from hazards on the job. PPE is required in particular locations and for certain tasks, based on safety regulations and good safety practice. Examples of PPE include, but are not limited to:

- safety shoes
- fall protection harnesses
- protective headgear
- safety glasses
- goggles
- face shields
- welding glasses
- protective clothing
- high-visibility clothing
- hearing protection
- Treating protection
- air purifying respirators
- self-contained breathing apparatus (SCBA)
- · welding clothing
- gloves
- rubber boots

The County provides Personal Protective Equipment if PPE is required for certain tasks or in certain locations. Check with your supervisor to learn what equipment is required and/or provided in your area. Departments will specify and issue all required safety equipment to employees except in some cases where the PPE must be fitted to the employee, such as safety shoes or prescription safety glasses.

All PPE must meet the appropriate American National Standards Institute (ANSI) specifications as directed by OSHA.

Even where specific PPE is not required, certain types of clothing may not be appropriate for some jobs or work locations. For example, sandals, high-heeled shoes and athletic-type shoes may not be suitable for some types of jobs. Some non-PPE clothing and equipment may be provided by the department, but generally it is the employee's responsibility to be dressed properly for work.

Employee responsibilities:

- 1. Always use PPE when and where it is required.
- 2. Inspect PPE prior to each use.
- 3. Never use defective or damaged PPE.
- 4. Keep PPE in a clean and sanitary condition.
- 5. Follow the correct methods of putting on, taking off and adjusting PPE.
- 6. Properly care for, maintain and dispose of PPE.

#### 6.8 Hearing Conservation/Protection

High noise levels damage your hearing and may also cause stress and fatigue. Hearing protection such as safety earmuffs and earplugs are designed to reduce your exposure to harmful noise, while they enable you to hear conversations and machine warnings. Never substitute audio headphones for hearing protection devices.

Always wear hearing protection in areas posted "HEARING PROTECTION REQUIRED" and follow department rules for use of hearing protection for designated operations or near particular equipment. In addition, follow the <a href="https://doi.org/10.25/10.25/20.25/

Insert foam earplugs properly – roll the plug between your thumb and forefinger until it is completely compressed. With the opposite hand pull the outer ear up and out and insert the plug into the ear, leaving a small portion of the plug exposed.

If you are using earmuffs, be sure you have a good seal between the muff and the skin around your ear. Be sure that your hair, jewelry, and glasses do not interfere with the seal. Earmuffs and earplugs may be worn together for added protection.

#### 6.9 Welding Eye Safety

Workers or other persons adjacent to the welding area must be protected from the rays by non-combustible or flameproof screens or shields or they must wear appropriate welding safety goggles.

- 1. Helmets or hand shields must be used during all welding or cutting operations.
- 2. Helpers or attendants must be provided with the proper eye protections.
- 3. All filter lenses and plates must meet ANSI Z87.1 standards for transmission of radiant energy.

#### 6.10 Fall Protection

In jobs involving potential fall hazards, safety belts, buoyant work vests, lifelines body harnesses, and/or lanyards must be used.

- 1. If there is a danger of falling into water while working, a coast guard approved life jacket or buoyant vest must be used.
- 2. Personal floatation devices must be maintained in a safe condition. Damaged devices must be removed from service.
- 3. Where working surfaces at river banks slope so steep that an employee could slip or fall into the water, the outer perimeter of the working surface must be protected by posting or other portable protection such as roping off. Employees must wear personal floatation device.
- 4. Flagmen and night workers who might be struck by moving vehicles, need suits or vests designed to reflect light.
- 5. Always inspect lifelines and safety belts carefully before each use. Check for signs of deterioration such as torn fibers. Inspect lifeline attachments carefully.
- 6. If lifelines are used where they may be cut or damaged accidentally, such as by contact with sharp edges, they must be padded or protected.
- 7. Body harnesses are recommended for fall arrest systems.
- 8. Read and follow the manufacturer's instruction label affixed to ladders.
- 9. do not use ladders that have loose rungs, cracked or split side rails, missing rubber foot pads, or are otherwise visibly damaged.
- 10. Keep ladder rungs clean and free of grease. Remove buildup of material such as dirt or mud.
- 11. Only one person on a ladder at a time.
- 12. Face the ladder when climbing up or down.
- 13. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder.
- 14. Do not try to "walk" a ladder by rocking it. Climb down and then remove it.
- 15. Do not use a ladder as a horizontal platform.

#### **SECTION 7**

#### DISCIPLINARY ACTION

It is every employee's responsibility to perform their duties in a safe manner. If an employee fails to utilize required and provided safety equipment or violates established safety procedures he/she may be subject to disciplinary action up to and including termination. If the violation invokes an injury with lost work time, the employee may also be subject to a loss of supplemental disability benefits and a reduction in workers' compensation benefits. Accidents will be investigated and determination of preventability of work related accidents and injuries as necessary.

#### SECTION 8

#### ACCIDENT/INCIDENT REPORTING

#### **WORKERS' COMPENSATION:**

1.50

Employee occupational injuries and illnesses are covered by Workers' Compensation Insurance provided by the Florida League of Cities, Inc.. Workers' Compensation covers medical and rehabilitation expenses, partial income replacement if the employee is out of work more than 7 days and benefits to the surviving family in case of death.

If you are injured on the job or have a work-related illness, report it to your supervisor right away and get proper medical treatment. You may be denied benefits if you wait too long to report an injury, because it may be difficult to establish the cause of the injury. Cooperate with the County, medical professional and insurance claims personnel in order to ensure that you receive your full Workers' Compensation benefits.

Workers' Compensation income replacement does not begin until the occupational illness or injury has caused the employee to miss work for 5 days and provides only a portion of your normal wage. Employees may elect to use vacation or sick leave to supplement the Workers' Compensation Payment up to 100% of their salary.

#### REPORTING REQUIREMENTS

Report on-the-job injuries to your supervisor/employer as soon as possible. You must report the accident before the end of your shift. You should report minor injuries whether or not you receive medical treatment.

The County's Workers' Compensation carrier and claims processor is the:

Florida League of Cities, Inc. Attn: W.C. Claims PO Box 538135 Orlando, Florida 32853-8135 407 245-0725

This is where physicians need to address their claims questions. When the claim is received, by the insurance carrier, a number will be assigned to the claim.

#### Other Accident/Incident

Report to your supervisor all vehicle accidents, county property damage and incidents involving citizen injury and/or property damage. You will need to provide information for the completion of the Incident Report. You may attach pictures, statements, sketches and other support data as appropriate. Report only factual information – do not speculate.

County employees and officials have a duty to protect the County from unjust accusations and lawsuits. Do not admit liability in any way. This is a matter for the police, attorney, insurance carrier and others to determine. Do be careful what you say. If you say something like "We'll take care of it," you may mean that you'll turn in a report, but the statement may be misconstrued to mean that the County is admitting fault. Do not admit guilt or speculate about the cause of the accident; refer questions from citizens to the supervisor. Refer any questions about the County's responsibilities or liabilities to your supervisor.

#### SECTION 9 EMERGENCY EVACUATION & RESPONSE PLANS

Each Department and/or Division within the County shall have posted in their work area a current Emergency Evacuation and Response Plan,

This plan shall include maps and/or drawings indicating the safe egress from work places and buildings and a procedure to be followed by employees in the event of specific emergency situations, such as fire or tornado. As part of each plan there should be a designated safe gathering area for employees following such an evacuation, which will allow for a proper accounting of employees.

#### SECTION 10 SAFETY & HEALTH COMMUNICATION

Communication is the heart of an effective and successful Safety and Health Program. The Human Resource Office shall be considered a key resource to aid Departments and Divisions in offering safety training and in advising all departments of training being offered. This training may be accomplished through periodic safety meetings or various other formats.

#### SECTION 11 ACKNOWLEDGEMENT

#### **Acknowledgement of Receipt and Understanding**

I hereby state that I have read, understand and will abide by the safety policy, rules and regulations set forth in the safety manual, employee hand book, as well as existing policies, procedures, employment practices.

I understand that there may be a need to clarify, amend and/or supplement information contained in the safety policy, employee handbook, as well as the policies, procedures and employment practices, and that I will be informed.

I agree that I will abide by the safety policy and work in a safe and responsible manner and understand that violations of safety rules/regulations will be grounds for disciplinary actions, up to and including termination. As well as any violation of the safety policy, resulting in an accident, may constitute a reduction in worker's compensation benefits by 25 percent.

Employee's Signature	
Date Signed	
Department:	



#### **Taylor County Accident Report**

For employee injuries, damage to county property, damage to citizen property, near misses, etc.

DEPARTMENT HEAD SECTION Employee Name: Immediate Supervisors Name: Dept: EXACT Location where accident occurred ACCIDENT DATE TIME Describe what the employee was doing at the time of the accident: If YES - Describe Here **County Property** Was there damage to property? Yes No Was there damage to a vehicle? Yes No Was there damage to Equipment? Yes No Public and Personal Property Yes If YES - attach Citizen Incident Report Was a citizen hurt? No Was there damage to property? Yes No If YES - attach Citizen Incident Report Yes No If YES - attach Citizen Incident Report or police report Was there damage to a vehicle? If YES - attach Citizen Incident Report Was there damage to Equipment? Yes No Was the employee acting in the line of duty? YES or NO AT THE TIME OF THE ACCIDENT (answer every single question!) Was the employee... No Yes Violating a safety rule? No Yes Showing carelessness? No Yes Adequately trained? No Yes Taking shortcuts? Wearing their PPE? No Yes Yes Disregarding safe procedures? No Ignoring instructions? No Yes Was the Equipment...

No

No

No

Yes

Yes

Yes

In good working condition?

Inspected before use?

Used for it's intended purpose?

WHAT IS THE EMPLOYEE'S WORK ST	TATUS? (P	lease c	heck all the applicable b	oxes, below)
Employee did not seek medic				
Employee treated with First A				
Employee DID seek medical a	~		•	
Employee may return to work			ons (employee can perfor	m normal duties)
Employee may return to work				,
Employee may NOT return to				
When should the employee se		-		
When did employee get a DRI		01 4 10		
	00 1201.			
Causes and Corrective Action				
Report each specific condition or act that	caused this	accide	nt AND report your corre	ective
action that is necessary to prevent future				
iction that is necessary to prevent ruture	occurrences	or un	accident.	
Describe the accident CAUSES			List the corrective	ACTION
(specific conditions or acts			needed to pre	
that contributed to the accident)			reoccurrenc	e l
	•			
	,			
	•			
Signature of Department Head		Date		
EMPLOYEE SECTION				
EMI LOTEE SECTION				
		<del></del>	NA COULT II I	. 1 1
ACCIDENT		h	EXACT Location where a	cident occurred
DATE TIME				
		L		
				-
Describe the accident and what you were	doing at th	e time	of the accident:	
-	_			
				<del></del>
Who witnessed this accident?				
Name	Phone	-	Name	Phone
	<del></del>			
Ware you injured during this insident?		YES	NO	
Were you injured during this incident?		1 E3	140	
			_	
Signature of Employee		Date		



### Taylor County Citizen Incident Report Please PRINT

Name		Age	Sex: M F
Address	City		State
Phone			
Parent or Guardian Contact Info	:		
Name		Age	Sex: M F
Address	City		State
Phone			
Details of the Incident:			
Date:	Time:		
Specific Location/Address:			
Describe the exact location at thouned parking lot OR front wire box):			
Written description of the incide	ent (in your own words):		
Florida Statute 837.06 - False office with the intent to mislead a public a misdemeanor of the second degree of th	ic servant in the performa	nce of his or her	official duty shall be guilty of
Signature		D	ate signed

#### **County Official Statement**

County Employee #1 (that was involved or witnessed this incident) statement of the event, description
of damage or injury, and your name and work phone number (use back if necessary)
County Employee #2 (that was involved or witnessed this incident) statement of the event, description of damage or injury, and your name and work phone number (use back if necessary)
Police or Emergency Medical Personnel Responded: Yes No
Responding Agency & Case number
Attach the following documents, if relevant and available
Quote/estimate/medical bills/repair receipt
Maintenance records/work orders for this location for this date
Signed waivers, proof of insurance, permission slips, etc.
Pictures of posted warning signs, if any
Photos of area (both zoomed in and from a distance)
Other information you may think is helpful. Please fill this out today while your memory of the ever is fresh! It's better to have an incident documented and never need it, then to need it and not have it.
Please email a copy to <u>human.resources@taylorcountygov.com</u> not later than the end of the business day
Please send the original, signed document to Human Resources at 201 E. Green St. Perry, FL 32347 withi
24 hours

Form – HR 20130409 Page 2 of 2



Policy #: Title:		Effective Date:
2009-03	Adoption Fees	03/17/09
	PURPOSE	
To establish fees for ad-	option of animals.	
	REFERENCE	
Cat fees adopted by BC0	C 090208	
	POLICY	
To adopt an animal the	following fees apply:	

An appointment will be made at the time of the adoption (within 2 days) and the animal will be held at the animal shelter until that time. The animal will be transported to the veterinarian by Animal Control at the scheduled time. The adopter must be present upon release of the animal to the veterinarian and the fees must be paid to the veterinarian at that time. If payment has been made prior to the appointment, the adopter is not required to be present. The attached form (2A) will be signed upon release of the animal, releasing Taylor County Animal Control and the Taylor County Board of County Commissioners from any further obligation for the said animal.

\$20.00 Cats (approved by BCC 090208)

\$35.00 Dogs

Adoption Fee

Any animal adopted from Taylor County Animal Control that is not of age to be altered will require a fifty dollar (\$50.00) refundable deposit that will be held by the Clerk of the Court until the animal is of age to be sterilized. A date will be given by Animal Control for spay/neuter. If the adopter is non-complaint by the date given the adopter will forfeit the deposit. Citations or impoundment of

the animal will follow.

Veterinarians will be on a rotating schedule (except if the scheduled vet is not available in a timely manner) unless otherwise requested by the adopter at the time of adoption.

#### **RESPONSIBLE DEPARTMENT**

Environmental Services Department – Animal Control

5.02



# **Taylor County**Board of County Commissioners' Policy Manual

Policy #:	Title:	Effective Date:
2009-04	Adoption of Animals With a Bite History	03/17/09
	PURPOSE	
To establish gui	idelines regarding adoption of animals with a prior bite history.	
	REFERENCE	
None		
	POLICY	
Animala with a	prior bits history as varified by the former arms on Animal Control	al Chaff aball as

Animals with a prior bite history as verified by the former owner or Animal Control Staff, shall not in most instances, be adopted from the Shelter. However, all cases will be reviewed on an individual basis and at the discretion of the Animal Control Coordinator, depending on the circumstances of the bite, permission may be granted for an adoption. This policy does not apply to puppies under the age of 12 weeks.

#### RESPONSIBLE DEPARTMENT

Environmental Services Department – Animal Control

5.03

Policy	#: Title:	Effective Date:
2009	-06 Adoption of Puppies	03/17/09
	PURPOSE	
To pro	vide guidelines for the adoption of puppies from the Shelter	
	REFERENCE	
None		
	POLICY	

- 1. Puppies that are turned in by an owner may be adopted. However, they may be euthanized after 24 hours or held up to five (5) days at the discretion of the Animal Control Coordinator.
- 2. No puppies will be fostered or adopted if they test positive for Parvo.
- 3. If one or more puppies in a litter contracts Parvo, all members of the litter will be euthanized immediately.
- 4. Puppies picked up as strays will be held five days only. Puppies born in the Shelter will be euthanized along with the mother on the scheduled due date. The reason for this is unweaned puppies are not adoptable and we cannot hold them for six weeks until they are weaned.

Note: At the discretion of Staff, puppies may be held past the due date if there is room in the Shelter and the puppies are, in our opinion, of adoptable quality.

### RESPONSIBLE DEPARTMENT

Environmental Services Department – Animal Control



Policy #:	Title:		Effective Date:
2009-06		Animal Adoptions	03/17/09
		PURPOSE	
To establish general guidelines for animal adoptions.			
		REFERENCE	
None			
		POLICY	

- No animal is to be adopted if any of the following criteria is met:
  - 1) If the animal has exhibited any sustained signs of aggression after at least a three day assessment period.
  - 2) An owner turn-in that has a history of aggressive behavior towards a human or another animal.
  - 3) If the dog has any **known** contagious disease.

When adopting animals an application must first be filled out. After completing the application the decision is made whether to approve or deny the adoption. Without consent from the Animal Control Coordinator, no adoption is to be approved if any of the following criteria is met:

- 1) Individuals with any past history of animal abuse.
- 2) Any individual who habitually surrenders their own animals.
- 3) Any individual who posses 5 or more animals of the same species being adopted.
- 4) Any individual that has previously adopted an animal and received a citation/warning and failed to comply.

#### RESPONSIBLE DEPARTMENT

Environmental Services Department– Animal Control

5.06

## **Taylor County**Board of County Commissioners' Policy Manual

Policy	#: Title:	Effective Date:
2009	-08 Animal Rescues	03/17/09
	PURPOSE	
To es	tablish procedure for animals being placed in a rescue facility.	
	REFERENCE	
None		
	POLICY	

Any animal that has not been adopted in the appropriate time may be transferred to a rescue facility if the following criteria are met:

- 1) Animals may be placed only with breed-specific rescue organizations.
- During the five (5) days that the animal(s) is available for adoption, a volunteer will be given the right to contact a breed specific rescue. If a rescue is located, on the final day of the animal's adoption period, a rescue may transfer the animal to their facility. The following paperwork must be on file before the animal will be released:
  - a. A W-9 form.
  - b. A copy of policy and procedures from the rescue organization outlining the adoption policy, spay/neuter policy, a mission statement, and no less than three (3) personal references.
  - c. A statement stating that the animal is in "as is" condition and has not been vetted. A release and waiver stating the Taylor County Board of County Commissioners are not held liable for any actions of said animal after leaving our facility.
- A certificate of spay/neuter compliance must be received in our office within 30 days (unless the animal is not of age, then a date will be given). A statement addressing this procedure will be signed by the rescue coordinator/director. If there is a non-compliance a grievance will be filed against the rescue organization. Any deviations from this procedure may result in a rescue organization being prohibited from rescue in the future.
- 4) A final disposition of the animal will be mailed to Animal Control to be placed in the file.
- 5) A list of all rescued animals will be kept in the appropriate file.

#### **RESPONSIBLE DEPARTMENT**

Environmental Services Department - Animal Control

## **Taylor County**Board of County Commissioners' Policy Manual

5.05

Policy #: Title:		Effective Date:	
2009-07	Animal Redemption Fees	3/17/09	
PURPOSE			
Setting and collection of Animal Redemption Fees			

#### REFERENCE

None

#### POLICY

- Impound Fee (1st Offense): A \$30.00 initial fee will be assessed on the first day with a \$5.00 fee beginning at midnight the day of impoundment being assessed thereafter up to 5 calendar days. A \$10.00 fee will be assessed beginning at midnight after the  $5_{th}$  day until the animal is redeemed.
- Impound Fee (2nd Offense): A \$60.00 initial fee and as stated above for days left at shelter.
- Impound Fee (3rd Offense): A \$90.00 initial fee and as stated above for days left at shelter.
  - \* Animals with proper identification (name on collar, rabies tag, microchip, etc) <u>may</u> be returned to the owner at no cost IF the owner can reclaim the animal by the end of the next business day. If the same animal is impounded at a later time a second offense fee will be charged.
- Animals can be redeemed during regular business hours, but no later than 4:00 PM..
- Rabies Quarantine Observation: \$100.00 (10 consecutive days). Proof of vaccination must be presented to Taylor County Animal Control or if the animal is not vaccinated, Animal Control staff shall transport the animal to a local veterinarian at the time of redemption. Fees incurred for shots will be paid directly to the veterinarian by the owner.

#### RESPONSIBLE DEPARTMENT

Environmental Services Department - Animal Control

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	<b>Board of County Commiss</b>
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r oney #.	. The.	Lifective Date.
2009-	-08 Animal Rescues	03/17/09
	PURPOSE	
To esta	tablish procedure for animals being placed in a rescue facility.	_
_	REFERENCE	
None		
	POLICY	

Any animal that has not been adopted in the appropriate time may be transferred to a rescue facility if the following criteria are met:

- 1) Animals may be placed only with breed-specific rescue organizations.
- 2) During the five (5) days that the animal(s) is available for adoption, a volunteer will be given the right to contact a breed specific rescue. If a rescue is located, on the final day of the animal's adoption period, a rescue may transfer the animal to their facility. The following paperwork must be on file before the animal will be released:
  - a. A W-9 form.
  - b. A copy of policy and procedures from the rescue organization outlining the adoption policy, spay/neuter policy, a mission statement, and no less than three (3) personal references.
  - c. A statement stating that the animal is in "as is" condition and has not been vetted. A release and waiver stating the Taylor County Board of County Commissioners are not held liable for any actions of said animal after leaving our facility.
- 3) A certificate of spay/neuter compliance must be received in our office within 30 days (unless the animal is not of age, then a date will be given). A statement addressing this procedure will be signed by the rescue coordinator/director. If there is a non-compliance a grievance will be filed against the rescue organization. Any deviations from this procedure may result in a rescue organization being prohibited from rescue in the future.
- 4) A final disposition of the animal will be mailed to Animal Control to be placed in
- 5) A list of all rescued animals will be kept in the appropriate file.

Employees Employed Prior to Januar y 1, 1999 - Upon proper separation from the County Employees employed prior to January 1, 1999 may be paid for their existing accrued sick leave (up to 720 hours) based upon their status as of December 31, 1998.

#### **Certification by Physician**

Employees out on sick leave for three or more consecutive work days shall be required to present a physician's certificate of fitness for duty in order to return to work. Employees may be required to submit a medical certification signed by a licensed physician to substantiate usage of personal family sick leave benefits. Such certification may be required if absence from duty for illness purposes occurs frequently or habitually, or in such a manner as to suggest a pattern of misuse.

#### Forfeiture of Sick Leave

Employees will forfeit all rights to sick leave benefits, regardless of length of service, if, prior to retirement, termination, or death, they are found guilty in a court of competent jurisdiction of committing, aiding or abetting any embezzlement, theft, or bribery in connection with County employment or have admitted to committing, aiding, or abetting any embezzlement, theft, or bribery in connection with County government.

#### RESPONSIBLE DEPARTMENT

**Human Resources** 

Sunset Date: 03/01/19

Last Updated: 11/03/08

# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

# SAFETY POLICY

Adopted July 6, 2009. This policy supersedes all previous safety policies.

# **SAFETY POLICY**

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# **Taylor County**Board of County Commissioners' Policy Manual

Policy #:	Title:	Effective Date:
2010-07	Purchasing Levels of	Authority 04/05/10

# **PURPOSE**

The purpose of this policy is to provide guidelines pursuant to Section 112.313, Florida Statutes, pertaining to standards of conduct for public officers, employees of agencies, and local government attorneys expressly apply to the Taylor County Purchasing Policy.

#### REFERENCE

Specific statutory provisions pertaining to purchasing and contracting include but are not limited to: Section 112.313 (standards of conduct), Section 180.24 (bids on construction contracts), Section 218.70, et. Seq. (the Florida Prompt Payment act), Section 225.20 (local bid law), Section 287.055 (consultants' competitive negotiation act), Section 336.44 (county roadwork).

#### **POLICY**

The policy amends the sections of the Purchasing Manual "Approval Process for All Purchase Orders" and "Bid Process" to read:

The Purchasing Department is the only department authorized to issue purchase orders. For purchases of single items less than \$500 no quotation is required. Department Heads or designees will sign requisitions for these purchases. Purchase orders with a per unit cost between \$500 and \$1,500 are issued upon authorization of the Department Head and require three quotations, which may come via telephone, fax or email. Purchase orders with a per unit cost between \$1,500 to \$25,000 will be authorized by the Department Head and the County Administrator. Three written quotes are required if available. If three quotes are not available the "No quotes" must still be documented in writing including a copy of the email or fax requesting the quote.

NOTE: Regardless of the number of individual items purchased or exemptions in the purchasing manual any purchase order cumulatively totaling \$15,000 or more must be personally approved by the County Administrator.

For purchases over \$25,000 the Competitive Formal Bidding Procedures apply (County Administrator and Board Approval needed). Certain purchases may be exempted from the bid process as defined in the Purchasing Manual (such as vehicles bought under state contract, etc.).

NOTE: The requesting Department shall pay particular attention to contract/services agreements which have the potential to exceed the \$50,000 limit over the life of the contract. The local vendor preference policy remains in effect.

# RESPONSIBLE DEPARTMENT

Office of the County Administrator



# **Taylor County** Board of County Commissioners' Policy Manual

Policy #:	Title:		Effective Date:
2009-21		Sick Leave Policy	05/04/09
		PURPOSE	

To provide guidance regarding sick leave for regular full time employees of the Board of County Commissioners

### REFERENCE

IAFF and IBEW Union Contracts

#### POLICY

# SICK LEAVE - Eligibility and Use

The Board grants sick leave to regular full time employee after they have completed the fourth month of their introductory period. Sick leave may be used for the employee or employee's immediate family member's personal illness, injury or exposure to a contagious disease, which would endanger others and the employee's personal appointments with a doctor, dentist, or other recognized practitioner. Sick leave will be charged in one half hour increments. Employees must notify their supervisor prior to the commencement of the work day of their absence. Employees must complete a leave request upon their return to work. Employees may use annual leave for illness if they have exhausted their sick leave. For serious medical conditions requiring long term absences, please refer to the Family and Medical Leave Act Policy.

## Accrual

Forty (40) hour per week employees will, at the end of the fourth month of employment, have accumulated eight (8) hours of sick leave and will accrue eight (8) hours at the conclusion of each month thereafter. An employee not completing a month will not accrue sick leave for that month. A completed month is a month where all scheduled work days were either worked or paid leave. (i.e., approved annual leave, sick leave, or personal day) Any unpaid leave will result in forfeiture of that month's sick leave accrual. Fifty-six (56) hours per week employees will be granted 10.5. Effective May 1, 2009 accrual of unused sick leave is unlimited. Employees hired after January 1, 1999, shall not be paid for unused sick leave, upon separation.

Employees Employed Prior to Januar y 1, 1999 - Upon proper separation from the County Employees employed prior to January 1, 1999 may be paid for their existing accrued sick leave (up to 720 hours) based upon their status as of December 31, 1998.

# **Certification by Physician**

Employees out on sick leave for three or more consecutive work days shall be required to present a physician's certificate of fitness for duty in order to return to work. Employees may be required to submit a medical certification signed by a licensed physician to substantiate usage of personal family sick leave benefits. Such certification may be required if absence from duty for illness purposes occurs frequently or habitually, or in such a manner as to suggest a pattern of misuse.

### Forfeiture of Sick Leave

Employees will forfeit all rights to sick leave benefits, regardless of length of service, if, prior to retirement, termination, or death, they are found guilty in a court of competent jurisdiction of committing, aiding or abetting any embezzlement, theft, or bribery in connection with County employment or have admitted to committing, aiding, or abetting any embezzlement, theft, or bribery in connection with County government.

### RESPONSIBLE DEPARTMENT

**Human Resources** 

Sunset Date: 03/01/19

Last Updated: 11/03/08

# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

# SAFETY POLICY

Adopted July 6, 2009. This policy supersedes all previous safety policies.

# **SAFETY POLICY**

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# **SECTION 1**

# INTRODUCTION

It is the policy of the Board of County Commissioners to provide and maintain safe and healthful working conditions, routine safety training and education, and to follow practices that will safeguard all employees and result in safe working conditions and efficient operation.

It is the County's policy to do all that is practical to prevent injury to persons and damage to property, and to protect the interest of its employees, the County, and the public from the results of accidents. All departments are to strive for a safe place to work and safe equipment to use as well as to establish and insist upon safe methods and practices at all times.

Safe practices, on the part of county employees, must be part of all operations. This responsibility is required of each official and employee who conducts the affairs of the County, no matter in what capacity they may serve. The idea of job production and safety must be inseparable.

Employee cooperation regarding safety matters will be considered a condition of employment. The supervisor is responsible for the safety and well being of their staff in the workplace. This responsibility can be met only by working continuously to promote safe working practices among all employees and to maintain property and equipment in safe operating condition.



	Policy #:	Title:	Effective Date:
	2010-15	Temporary Short Term Administrative Road Closing	09/07/2010
		PURPOSE	
	The purpose organizations bridge for a sp	of this policy is to streamline the process by which local cocan receive permission from the County to temporarily cloecial activity.  REFERENCE	ommunities and see a road or a
	 N/A		
		POLICY	
	communities, parade, firewo County Commi	County Commissioners each year receives numerous requely clubs, organizations, etc. to temporarily close a road or rks, or other special events. It is the policy of the Taylor Conscioners that the County Administrator is authorized to approxit as this is an administrative temporary closing.	a bridge for a ounty Board of
		RESPONSIBLE DEPARTMENT	
(	Office of the Co	ounty Administrator	
		SUNSET DATE	
•	Sunset Date:	03/01/2010	

3.01.05.01



# **Taylor County**Board of County Commissioners' Policy Manual

Policy #:	Title:	Effective Date:
2010-07	Purchasing Levels of	Authority 04/05/10

# **PURPOSE**

The purpose of this policy is to provide guidelines pursuant to Section 112.313, Florida Statutes, pertaining to standards of conduct for public officers, employees of agencies, and local government attorneys expressly apply to the Taylor County Purchasing Policy.

#### REFERENCE

Specific statutory provisions pertaining to purchasing and contracting include but are not limited to: Section 112.313 (standards of conduct), Section 180.24 (bids on construction contracts), Section 218.70, et. Seq. (the Florida Prompt Payment act), Section 225.20 (local bid law), Section 287.055 (consultants' competitive negotiation act), Section 336.44 (county roadwork).

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NOTE: The requesting Department shall pay particular attention to contract/services agreements which have the potential to exceed the \$50,000 limit over the life of the contract. The local vendor preference policy remains in effect.

# RESPONSIBLE DEPARTMENT

Office of the County Administrator



# **Taylor County** Board of County Commissioners' Policy Manual

Policy #:	Title:		Effective Date:
2009-21		Sick Leave Policy	05/04/09
		PURPOSE	

To provide guidance regarding sick leave for regular full time employees of the Board of County Commissioners

### REFERENCE

IAFF and IBEW Union Contracts

#### POLICY

# SICK LEAVE - Eligibility and Use

The Board grants sick leave to regular full time employee after they have completed the fourth month of their introductory period. Sick leave may be used for the employee or employee's immediate family member's personal illness, injury or exposure to a contagious disease, which would endanger others and the employee's personal appointments with a doctor, dentist, or other recognized practitioner. Sick leave will be charged in one half hour increments. Employees must notify their supervisor prior to the commencement of the work day of their absence. Employees must complete a leave request upon their return to work. Employees may use annual leave for illness if they have exhausted their sick leave. For serious medical conditions requiring long term absences, please refer to the Family and Medical Leave Act Policy.

## Accrual

Forty (40) hour per week employees will, at the end of the fourth month of employment, have accumulated eight (8) hours of sick leave and will accrue eight (8) hours at the conclusion of each month thereafter. An employee not completing a month will not accrue sick leave for that month. A completed month is a month where all scheduled work days were either worked or paid leave. (i.e., approved annual leave, sick leave, or personal day) Any unpaid leave will result in forfeiture of that month's sick leave accrual. Fifty-six (56) hours per week employees will be granted 10.5. Effective May 1, 2009 accrual of unused sick leave is unlimited. Employees hired after January 1, 1999, shall not be paid for unused sick leave, upon separation.

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### RESPONSIBLE DEPARTMENT

**Human Resources** 

Sunset Date: 03/01/19

Last Updated: 11/03/08

# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

# SAFETY POLICY

Adopted July 6, 2009. This policy supersedes all previous safety policies.

# **SAFETY POLICY**

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# SECTION 1

# INTRODUCTION

It is the policy of the Board of County Commissioners to provide and maintain safe and healthful working conditions, routine safety training and education, and to follow practices that will safeguard all employees and result in safe working conditions and efficient operation.

It is the County's policy to do all that is practical to prevent injury to persons and damage to property, and to protect the interest of its employees, the County, and the public from the results of accidents. All departments are to strive for a safe place to work and safe equipment to use as well as to establish and insist upon safe methods and practices at all times.

Safe practices, on the part of county employees, must be part of all operations. This responsibility is required of each official and employee who conducts the affairs of the County, no matter in what capacity they may serve. The idea of job production and safety must be inseparable.

Employee cooperation regarding safety matters will be considered a condition of employment. The supervisor is responsible for the safety and well being of their staff in the workplace. This responsibility can be met only by working continuously to promote safe working practices among all employees and to maintain property and equipment in safe operating condition.

# **RESPONSIBLE DEPARTMENT**

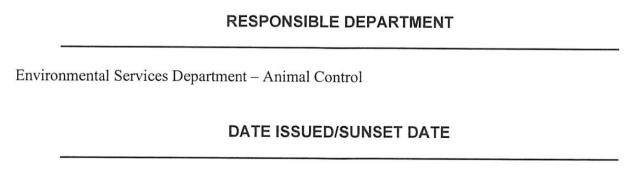
Environmental Services Department – Animal Control

5.07

Policy #:	Title:	Effective Date:
2009-09	Animal Trap Loans	03/17/09
	PURPOSE	
To provide guid	delines for citizens needing to trap stray or feral animals.	
	REFERENCE	
None		
	POLICY	
All citizens rea	nesting live trans for animals will be directed to nick up a tr	ron and sign the

All citizens requesting live traps for animals will be directed to pick up a trap and sign the appropriate paperwork (see attached) at the Animal Control Facility. Any citizen with extenuating circumstances will be handled on a case by case basis. Ex. Any citizen without transportation to and from the Animal Shelter will be advised that an Officer will bring a trap to the appropriate location as soon as possible depending on the day to day case load. Potentially aggressive animals will be handled in a timely manner. All others will be handled as soon as case load permits.

Any person requesting a live trap from Taylor County Animal Control must adhere to the trap agreement guidelines as stated in the attached form. All monies received for late fees or damage fees will be deposited in the appropriate account.





# **Taylor County**Board of County Commissioners' Policy Manual

5.08

Policy	#. Title:	Effective Date:	
2009	0-10 Fee Waivers	03/17/09	
	PURPOSE		
To esta	ablish guidelines regarding the waiver of fees due to special circumstances		
	REFERENCE		
None			
	POLICY		

On occasion Animal Control is confronted with some unique situations. Animal Control must deal with live animals that are people's personal property. The Animal Control Director needs some flexibility to deal with hardship situations to help prevent suffering or euthanasia of the family pet. Listed below are some examples of when a fee waiver might be appropriate.

- 1. If Animal Control impounds a road-hit animal that requires immediate medical attention, waiving fees would expedite the redemption process and reduce financial hardship associated with veterinary bills.
- 2. Fees may be waived in situations where the animals are impounded at the request of the Sheriff's Office (S.O.) rather than for violations of the Animal Control Ordinance, such as civil or criminal infractions.
- 3. Animal Control will sometimes impound the animals for their own protection in possible neglect or abandonment cases and sort the details of the case out after the fact. If the owners are able to provide proof that they did not abandon their animals, Animal Control may waive part or all of the fees.
- 4. Animal Control may waive fees if an animal was impounded in error.
- 5. Fees may be waived up to five (5) days if the animals were impounded because of a natural or manmade disaster such as fire, flood, hurricane or tornado, and the animal's owner was temporarily deprived of their ability to provide humane care.
- 6. On numerous occasions, Animal Control has impounded animals at the scene of an automobile accident, where the owner was injured and transported to the hospital. The animal was not impounded for a violation of the Animal Control Ordinance. Fees may be waived up to five (5) days.
- 7. It is impossible to include in these guidelines all the possibilities where a fee waiver might be appropriate. The Animal Control Director is authorized to waive fees in the above outlined cases as well as other situations that arise in which the health or safety of an animal is affected or where an adverse hardship is placed upon the animal's owner.

# RESPONSIBLE DEPARTMENT

Environmental Services Department – Animal Control

5.09



# **Taylor County**Board of County Commissioners' Policy Manual

Policy #:	Title:		Effective Date:
2009-11		Fostering of Animals	03/17/09

	PURPOSE
<b>T</b>	
To esta	ablish procedure for fostering animals.
	REFERENCE
None	
	POLICY

Taylor County Animal Control will allow fostering of animals that are considered adoptable by Animal Control staff but have yet to be adopted after the hold time has ended. Procedures for fostering animals are as follows:

- The person desiring to foster must fill out a foster application. If the individual is approved by the Animal Control Coordinator a file will be maintained. This file will also contain a Hold Harmless agreement which must be signed releasing the Board of County Commissioners from all responsibility while housing the said animal(s). The file will contain an agreement that if the foster parent (with prior approval from the Animal Control Coordinator) receives any veterinarian procedures for the fostered animal, the foster parent is responsible for any and all veterinarian bills. THE COUNTY WILL NOT REIMBURSE THE FOSTER PARENT FOR ANY VETERINARIAN BILLS. The file will also contain information for every animal fostered and the final disposition of said animal.
- 2) A copy of the fostering procedures will be provided to our local vets so that they are aware of the procedures and the financial responsibility of the foster parent.
- 3) The foster parent will be responsible for all costs including, but not limited to, housing, feeding and veterinary bills for the fostered animal.
- 4) The foster parent will abide by all state laws and Taylor County ordinances while fostering the animal(s). Any violations of this section will result in immediate confiscation of said animal.
- The foster parent may keep the animal(s) for 2 weeks while attempting to find this animal a suitable adopter. It shall be the discretion of the Animal Control Coordinator if an extension may be warranted. If an adopter is found the foster parent will turn the animal(s) over to Animal Control and the adopter will proceed with adoption procedures. At no point during the foster time period will the

- foster parent make any promises or decisions regarding the adoption of the animal(s).
- 6) If during the foster time period any changes of demeanor are noted or the animal becomes ill it is the foster parent's responsibility to contact Animal Control immediately and bring the animal into the shelter.
- 7) The foster parent will sign an agreement, understanding that if the animal has not been adopted during the foster process the animal will be euthanized when turned over to Taylor County Animal Control.
- 8) Any deviations from this procedure may result in the foster parent being prohibited from fostering in the future.

An adoption or fostering of an animal by a Taylor County employee may occur only after the animal is held for the full required statutory period. Processing of all paperwork for adoption for county staff will be done by the Animal Control Coordinator with final approval of the Environmental Services Director. Animal Control staff may foster or adopt an animal. The Environmental Services Director shall be notified by the Animal Control employee of their desire to foster/adopt. The Director will review the case file and may approve or deny the adoption/fostering. If permission is granted, the Animal Control Coordinator will process the paperwork to be signed off by the Director. All regular policies and procedures shall be in force when a County employee is involved.

# RESPONSIBLE DEPARTMENT

Environmental Services Department – Animal Control



Policy #:	Title:	Effective Date
2009-24	Rabies Citations	09/15/09
	PURPOSE	
	nce of citations when citizens are non-co	ompliant.
Section 14-131 of the Taylor Coun	ty Code	
	POLICY	

When an animal owner is non-compliant with State and County laws\* regarding rabies vaccination, a citation will be issued. In addition to the citation, the animal owner will have three (3) working days to comply with the rabies requirements. If the animal owner remains non-compliant, a second citation will be issued and again the owner will have three (3) working days to comply. If the owner remains non-compliant a third citation (with no fine) will be issued and by County Ordinance the owner will be required to appear in court.

\*The Taylor County BCC acknowledges the changes made by the Legislature in s. 828.30 F.S. and therefore recognizes the use of the 3-year rabies vaccine. This is incorporated as a matter of policy until such time as Section 14-131 of the Taylor County Code is amended.

#### RESPONSIBLE DEPARTMENT

Environmental Services Department – Animal Control

Sunset Date: 09/15/14

5.11

Policy #:	Title:	Effective Deter				
Policy #.	ride:	Effective Date:				
2009-11	Ride Along Program	03/17/09				
	PURPOSE					
the opportunit operations.  T	To establish general guidelines for ride along program. This program will allow citizens he opportunity to observe Animal Control Officers in the field performing day to day operations. This program will also allow citizens to better understand the responsibility of proper animal care and treatment.					
	REFERENCE					
None						
	POLICY					
If a citizen requests to join the Taylor County Animal Control Ride Along Program, a Volunteer Packet is to be completed per the Volunteer Policy. Once the application has been approved and the individual successfully passes the background investigation a schedule may then be set. An individual wishing to ride must give advance notice of 24 hours in order to guarantee a time in the following days schedule. At no time shall there are more than one individual participating as a ride along in an Animal Control Vehicle.						
ndividuals participating in the Ride Along Program must abide by all County Policies. At so time may the individual take on Animal Control responsibilities other than what is equested by the Animal Control Officer. Any violation of County Policy may result in the ermination of the individual's participation in the Ride Along Program.						

RESPONSIBLE DEPARTMENT

Environmental Services Department – Animal Control

5.12

# Taylor County Board of County Commissioners' Policy Manual

Policy #:	Title:		Effective Date:
2009-14		Safekeeping of Euthanasia Kit (Drug Kit)	03/17/09

# PURPOSE To establish guidelines for the safekeeping of the euthanasia kit. REFERENCE None POLICY

The euthanasia kit, hereafter referred to as the drug kit, shall be located in the drug safe at all times, unless in the direct possession and control of a certified euthanasia technician. At no time will the drug kit be left unattended or stored in any location other than the drug safe. The keys to the drug safe will be assigned to two Animal Control Officers. Opening of the drug safe will be witnessed by at least two staff members, except in the event of an emergency where a 2<sup>nd</sup> staff member cannot be reached (ex. Weekends, holidays, after hours, etc) When a 2<sup>nd</sup> staff member cannot be present, the employee opening the drug safe is required to record the time, date, and reason for the opening of the safe.

The Animal Control Coordinator will be responsible for inventory of the drugs on site. This individual will be responsible for assigning drugs to the drug kit, ordering drugs, receiving drugs, and monthly updates of inventory on hand. Verbal permission of the Animal Control Coordinator may be given to an Animal Control Officer, who has completed Euthanization training, to perform these duties in his/her absence.

At all times the drug kit will contain 1 bottle of Fatal-Plus and 1 bottle of Ketaject. Once the assigned bottle reaches a minimum amount of drugs (as set by the individual responsible for inventory) a new bottle will be assigned to the drug kit.

#### RESPONSIBLE DEPARTMENT

5.13

Effective Date:

Policy #:

Title:

2009-	15 Shelter Volunteers	03/17/09
	PURPOSE	
To pro	vide guidelines for citizens wishing to volunteer at the Animal Shelter.	
	REFERENCE	
None		
_	POLICY	

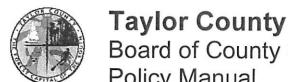
Upon inquiring about volunteering at the Taylor County Animal Shelter, the citizen will be given the attached information packet, including an application. Once the application has been submitted, the Animal Control Coordinator will make an initial decision as to the suitability of the potential volunteer. If the decision is made to proceed, the following shall occur:

- An interview will be scheduled. The interview committee shall include: The Environmental Services Director, The Animal Control Coordinator, and County Staff Member at-large. (NOTE: Staff member must be qualified to participate in interviews).
- If the applicant is approved, the application will be turned in to Human Resources for a background investigation. If the background investigation is acceptable, the volunteer will then be contacted in order to complete the volunteer packet. (See attached)
- Once the volunteer has completed the volunteer packet, an informal meeting with all Animal Control staff will be conducted in order to introduce the volunteer.
- Volunteers will receive orientation and then schedules will be set and jobs will then be assigned.

Any violations of the policies and procedures above or Taylor County Policy and Procedure will result in termination of the volunteer.

# RESPONSIBLE DEPARTMENT

Environmental Services Department- Animal Control



# Board of County Commissioners' Policy Manual

Policy #:	Title:		Effective Date:
2009-16		Spay/Neuter Non-compliance	03/17/09

# **PURPOSE**

To provide guidelines when an animal owner is non-compliant with State and/or Local spay/neuter laws for adopted animals.

# REFERENCE

Chapter 823.15 F.S.

# **POLICY**

Taylor County Animal Control will schedule and transport to a licensed veterinarian any animal of mature age for spaying or neutering. Citizens that wish to adopt an animal that is less than six (6) months of age will be required to provide a cash deposit of \$50.00. The owner will be given a date in which to comply with the spay/neuter law. If the adopter does not comply by the date given, the adopter will forfeit the fifty (50.00) dollar deposit. Citations or impoundment of the animal will follow.

If the animal is lost or stolen prior to spay/neuter, a Police report must be filed in order to avoid further action. If the animal dies, either verification of death from a veterinarian is required or the carcass shall be brought to Animal Control. A citizen in violation of this section may be prohibited from future adoptions of animals.

# RESPONSIBLE DEPARTMENT

Environmental Services Department – Animal Control



# **Taylor County**Board of County Commissioners' Policy Manual

Policy #:	Title:		Effective Date:
2009-17		Veterinarian Expenses	03/17/09

<u> </u>	
	PURPOSE
To est	ablish a consistent procedure for controlling and monitoring veterinary expenses.
	REFERENCE
None	
	POLICY

Depending on the specific circumstance, the following procedures shall be in effect:

- A) When any animal with confirmed ownership and in our custody that becomes sick or injured, Taylor County Animal Control will authorize treatment and payments to a licensed veterinarian. In some instances, the owner may be required to make restitution to the County when the animal is redeemed from the Shelter.
- B) Any time Animal Control is dispatched to an emergency service call:
  - 1. All veterinary expenses will be authorized by the owner if possible before treatment is administered. At that time, the owner will take responsibility and either transport the animal to the veterinarian or meet (when possible) the Animal Control officer at the veterinarians office. Animal Control will not be responsible for any fees associated with said animal.
  - 2. If animal ownership is unknown, Animal Control will take the animal into custody and may take the animal to a licensed veterinarian. If possible the animal will be stabilized for 24 hours while every effort is made to contact an owner.
  - 3. If after the initial 24 hours an owner has not been found, Animal Control will reclaim the animal from the veterinarian and provide for its disposition. In this case, Taylor County Animal Control will pay for the veterinarian expenses incurred, unless the owner comes forward.
- C) Veterinarian expenses incurred due to an animal owner's violation of State or County Laws or Ordinances Pertaining to Animal Laws:
  - 1. Animals that are taken into custody and that must be given veterinarian treatment due to possible abuse and/or neglect will initially be paid for by Taylor County Animal Control.

The owner will be ultimately responsible for all costs incurred throughout the investigation process until the final disposition of the case.

# **RESPONSIBLE DEPARTMENT**

Environmental Services Department - Animal Control

# **DATE ISSUED/SUNSET DATE**

5.16

Effective Date:

Title:

Policy #:

2009-18	Owner Turn-In of Dogs and Cats	03/17/09
	PURPOSE	
To establish guidelin	nes for the holding period of animals turned in by their owner.	
	REFERENCE	
None		
	POLICY	
3		

An owner wishing to turn their animal into animal control must fill out an intake form for each animal being tuned in. This form will require name, address, phone number and drivers license number. All other pertinent information (ex. Behavioral or aggression problems, medical conditions, housebroken, ect) needs to be documented so that it can be provided to the potential adopter.

An additional form (see attached) must be completed and signed stating that the owner understands that animals turned into Animal Control <u>may</u> be euthanized after 24hours. This decision will be determined by the Animal Control Coordinator depending on several factors, including, but not limited to, kennel space, adoptability, and temperament.

# RESPONSIBLE DEPARTMENT

Environmental Services Department - Animal Control



Policy #:	Title:	Effective Date:
2011-01	Aggressive Dogs/Dangerous Dogs	01/03/11

# **PURPOSE**

To establish general guidelines for declaration of an aggressive or dangerous dog.

# REFERENCE

Section 14-173 Taylor County Code

# **POLICY SUPERSEDED**

Policy No. 2009-022, Aggressive Dogs/Dangerous Dogs 03/17/09

It shall be the policy of the Board of County Commissioners, Taylor County, Florida, that:

Policy No. 2009-22, adopted 03/17/09, is hereby repealed and superseded and a new policy is hereby adopted in its place, to wit:

### **POLICY**

Any citizen wishing to file a Dangerous/Aggressive Dog Petition may do so if specific criteria are met.

# \*\*Dangerous Dog may mean any dog that has:

- Aggressively bitten, attacked or endangered, or has inflicted severe injury on a human being on public or private property;
- 2) More than once, severely injured or killed a domestic animal or livestock while off the owners' property;
- 3) Been used primarily or in part for the purpose of animal fighting, or is an animal trained for animal fighting.

# \*\*Aggressive Dog may mean any dog that has:

1) Severely injured or killed a domestic animal, fowl, or livestock while off the owner's property;

2) When unprovoked, bitten an animal or a human, has chased or approached a person upon the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the Animal Control officer.

If a dog has met any of the above criteria, anyone wishing to file a dangerous/aggressive dog petition against the animal shall have 24hrs to have the paperwork completed, notarized and turned into the Animal Control office. During this time frame, the dog in question shall be impounded and housed at the Animal Shelter. \*\*If after the 24hr time period, the appropriate paperwork has not been filed, the dog will be released (unless on quarantine) to the owner with no further stipulations. The owner will be required to have a current rabies vaccination administered, at the owner's expense, prior to release.

If after the 24hr time frame, the Dangerous/Aggressive dog petition is filed the animal must be kept in a suitable enclosure at the owner's residence until the investigation is complete. If no suitable enclosure is available the dog must be re-impounded and housed at the Taylor County Animal Shelter. Documentation and pictures of the enclosure must be maintained in the Dangerous Dog file.

\*Suitable enclosure shall mean a secure area that prevents the entry of young children and in which the animal cannot escape over, under or through. The enclosure shall be locked at all times and display "Bad dog" signs on all four sides. It shall also provide protection from the elements.

\*\*No dog that is the subject of a dangerous or aggressive dog investigation may be relocated or ownership transferred pending the outcome of an investigation or any hearings related to the determination of a dangerous or aggressive dog classification.

After the petition has been filed, the Animal Control Coordinator or designee shall investigate the complaint. This investigation shall be conducted in an expeditious manner, usually within 3-5 business days. During the investigation process, the dog will remain in the custody of Taylor County Animal Control, at the expense of the owner, unless other arrangements have been approved by the Animal Control Coordinator. Findings of the investigation shall be turned over to Environmental Services Director who shall make an initial determination as to the classification of the dog. In the event of the absence of the Director the Animal Control Coordinator shall make the initial determination.

The Animal Control department shall provide written notification of the finding, to the owner, by registered mail or hand delivery within 3 business days. The owner may file a written request for a hearing within 7 calendar days from the date of receipt of the notification of the initial determination and, if requested, the hearing shall be held as soon as possible, but not more than 21 calendar days and no sooner than 5 days after receipt of the request from the owner. If a hearing is requested, it will be heard by the County Administrator. An owner's failure to request a hearing within 7 calendar days from the date of receipt of the notification of the initial determination will result in the finding becoming the final determination, and the dog will be classified as dangerous or aggressive.

Once a dog is classified as a dangerous or aggressive dog, the Animal Control department shall provide written notification to the owner by registered mail or certified hand delivery, and the owner may file a written request for a hearing in the county court to appeal the classification within 10 calendar days after receipt of a written determination of dangerous or aggressive dog classification and must confine the dog in an enclosure suitable for a dangerous dog pending a resolution of the appeal.

Within 14 calendar days after a dog has been classified as dangerous or aggressive by the Animal Control Department, or a dangerous or aggressive dog classification is upheld by the County Court, all requirements must be met, fees paid, and the animal claimed by the owner. On the 15<sup>th</sup> calendar day, if the dog remains unclaimed or the requirements have not been met, the dog will be humanely euthanized.

Pursuant to Taylor County Code 14-171 the following requirements must be met (or followed) in order to reclaim a dog is classified as **dangerous**:

- 1) Proper confinement
- 2) Obtain liability insurance or a surety bond
- 3) Obtain a permit and tag
- 4) Spay or Neuter animal
- 5) Tattoo animal
- 6) Notify Animal Control if the dog is at large, keep current information on file, or notify Animal Control if there is to be a new owner.

#### In addition:

The dog must be vaccinated against rabies by a licensed veterinarian, according to the manufacturer's guidelines for the vaccine administered.

Two color photographs of the dog in two different poses showing the color and size of the dog must be provided to the Animal Control Department.

\*\*The department may provide notification to appropriate neighbors and the public advising them of the presence of a declared dangerous dog. Photographs of the dog may be used in providing the public with internet access to dangerous dog information.

The following requirements must be met (or followed) in order to reclaim a dog that is classified as **aggressive**:

- 1) The dog must be vaccinated against rabies by a licensed veterinarian, according to the manufacturer's guidelines for the vaccine administered.
- 2) The dog must be spayed or neutered.
- 3) Two color photos of the dog in two different poses showing the color and size of the dog.
- The dog must remain in a suitable enclosure approved by Animal Control Staff\_or inside of your residence. If the dog is not inside of the enclosure or inside of the residence, it must be restrained by a substantial leash and under the physical control of a competent person.
- 5) You shall display warning signs that state "Bad Dog" that are clearly visible from all points of entry to the property where the dog is housed.
- 6) You shall immediately contact animal control if you move to another address with the aggressive dog.
- 7) You shall immediately notify animal control when the dog:
  - a. Becomes loose or unconfined:
  - b. Attacks a human or another animal; or
  - c. Dies
- You shall immediately notify animal control if you plan to sell or give away the aggressive dog. Prior to the dog being sold or given away, you shall provide the name, address, and telephone number of the new owner. The new owner shall comply with all of the requirements of this order.
- 9) You shall immediately notify animal control if you believe that the dog has been stolen.
- 10) Obtain a yearly permit.

If the dog is deemed dangerous/aggressive all impound fees and boarding fees apply. If the dog is found **NOT** to be dangerous/aggressive, only daily boarding fees shall apply. **IF** an ordinance violation was noted by the responding Animal Control officer upon arrival to the scene, impound fees and boarding fees shall apply regardless of the outcome of the dangerous/aggressive petition.

An Officer may impound any dog found in violation of any of the above mentioned requirements. In the event that the dog owner is found to have violated the requirements, a citation requiring a mandatory court appearance may be issued.

An officer shall impound the dog which subsequent to its classification as an dangerous or aggressive dog, bites, wounds, attacks or kills, or assists in biting, wounding, attacking or killing any person or animal. The dog shall be placed in quarantine, if necessary, for the proper length of time, or impounded and held for ten business days, then destroyed in an expeditious and humane manner. The ten-day time period shall allow the owner to request a hearing in the County Court for any remedies that may be available. The owner will be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the dog during legal proceedings.

RESPONSIBLE DEPARTMENT	
Environmental Services Department – Animal Control	
SUNSET DATE	

**Sunset Date:01/03/16** 



١	Folicy #.	ritie:		Effective Date:
	2009-23	Animal Control Hours o	of Operation	09/15/09
		PURPOSE		
	The purpose of this poli and Shelter.	icy is to establish hours of 0	Operation for the Animal	Control Office
		REFERENC	E	
1	N/A			
		POLICY		
F	Γhe Taylor County Anim Friday 8:00a – 5:00p, Th	nal Control Office will be ope nursday hours are 8:00a – 1	en Monday, Tuesday, We :00p .	ednesday, and
	Гhursday 10:00a – 1:00լ	ay, Tuesday, Wednesday ar p. Citizens may walk throu o business will be conducted	igh the shelter from 4:00	and p – 5:00p
	Office/Shelter visits are a	also available by appointme	nt.	
		RESPONSIBLE DEPA	ARTMENT	

Sunset Date: 03/01/19

Environmental Services Department - Animal Control

Policy #:	Title:	Effective Date:
2011-02	Rabies Quarantine Procedures after Animal Bite	01/03/11

## **PURPOSE**

To establish general guidelines for rabies quarantine after an animal bite.

## REFERENCE

Section 14-173 Taylor County Code

## POLICY SUPERSEDED

Policy No. 2009-24, Rabies Quarantine Procedures after Animal Bite 09/15/09

It shall be the policy of the Board of County Commissioners, Taylor County, Florida, that:

Policy No. 2009-24, adopted 03/17/09, is hereby repealed and superseded and a new policy is hereby adopted in its place, to wit:

## POLICY

Any animal that has bitten, regardless of vaccination status, is required to be quarantined for a length of ten (10) days. The following guidelines outline the procedures for quarantine:

\*\*An animal which has had a current rabies vaccination, administered by a licensed veterinarian, may be granted the option of home quarantine IF the following restrictions can be met AND the responding Animal Control Officer feels it would be in the best interest of all parties:

- a) The animal must be provided an isolated area where it is kept away from all other animals and shall have minimum contact with people.
- b) The animal shall be leashed and under control of a person competent to restrain the animal when outside for exercise or relief, and shall not be allowed to leave the property except to receive emergency veterinary care. In such case the veterinarian will be advised of the quarantine.
- c) Further stipulations are outlined in "Home Quarantine Agreement" (Attached)

IF any of these stipulations cannot be met the animal will be impounded and quarantined at the Taylor County Animal Shelter or transported to the veterinarian of choice (If arrangements have been made and approved). Impound fees will apply.

- \*\*An animal, regardless of vaccination status, may be quarantined at a veterinary facility if all stipulations are agreed to by the veterinarian in charge. Stipulations outlined in "Veterinary Quarantine Agreement" (Attached)
- \*\*Any animal over 16 weeks that has not been vaccinated against rabies MUST be quarantined at the Taylor County Animal Shelter or a Taylor County Veterinary facility. Quarantine fees as established in Policy 2009-07 shall apply. Prior to release, Animal Control will transport the animal to a local veterinarian of choice and receive a current rabies vaccination. The animal owner shall be responsible for the veterinarian fees. (Shelter Quarantine Forms Attached)
- \* Out-of-county residents will be handled on a case-by-case basis.

RESPONSIBLE DEPARTMENT	
Environmental Services Department – Animal Control	
SUNSET DATE	

Sunset Date: 03/01/19



Policy #: Title: Effective Date: 2010-01 Citations 03/01/10

## **PURPOSE**

To provide guidelines for the issuance of citations when citizens are non-compliant with local animal control laws.

## REFERENCE

Section 14-131 of the Taylor County Code Section 4-22, 4-23 of the City of Perry Code

## POLICY

Pursuant to Chapter 14 (Taylor County Code) and Chapter 4 (City of Perry Code), an Animal Control Officer is authorized to issue a citation based upon reasonable and probable cause that a violation has occurred. The following procedures shall be adhered to by the Officer in the issuance of citations to citizens for animal control violations.

- 1. Citations are not to be issued to neighbors or friends (NOT living at the owners address) of the animal owner when the owner is at work or not immediately available, except in cases in which someone designated by the owner as having control, custody, and care of the animal while the owner is unavailable and is therefore responsible for the animal. In a case where a friend or family member is <u>living</u> at the residence in which the animal resides, citations may be issued to that individual.
- Once a citation has been signed by the defendant, no changes will be made to the
  citations, unless the defendants copy is changed in the presence of the defendant and
  both the officer and the defendant initial the change.
- 3. After a citation has been issued, a copy of the completed service request shall be attached to the citation and forwarded to the Clerk of Court. In the case of a third or subsequent citation requiring a mandatory court appearance, a copy of the completed service request as well as a brief summary report shall be attached to the citation and forwarded to the Clerk of Court.
- 4. If an animal is impounded for a violation of these chapters, a citation is not to be issued. However, the impoundment fee shall be borne by the animal owner. Citations may be issued in the field, in lieu of impoundment if an animal owner can be located. The intent is to refrain from charging both an impoundment fee and a citation.
- 5. The issuing officer will sign the citation at the time it is issued to the defendant. If another Animal Control Officer observed the violation that officer shall sign in the appropriate field on the citation.
- 6. Citizens who refuse to sign a citation will be advised of the legal consequences of such action prior to the Officer leaving the residence/business.
- 7. Citations are mandatory when an animal owner cannot provide proof of current rabies vaccinations. (See Rabies Policy #2009-12)

- 8. Animal Control Officers are not required to meet quotas for issuing a certain number of citations. The purpose of citations is to address owner irresponsibility. It is anticipated that officers will use the Citation System as a tool in the performance of their duties and that officers will view the issuance of citations as a progressive method of obtaining compliance by owners who are in violation.
- 9. Citation books shall be issued to Animal Control Officers as needed. Citations which are incorrect, voided (prior to issuance), or otherwise not issued, shall not be thrown away. These citations shall be left in the citation book and marked as to why they were not used. Used citation books shall be given to the Animal Control Coordinator to be filed.
- 10. An owner or person having control, custody and care of an animal receiving a citation shall contact the Taylor County Clerk of Court for any extension of time to pay or to contest citation.

## RESPONSIBLE DEPARTMENT

Environmental Services Department – Animal Control

Sunset Date: 03/01/2019



Policy #: Title:

2010-02 Use of Law Enforcement Personnel 03/01/10

## **PURPOSE**

To provide guidelines for requesting assistance of Law Enforcement Agencies.

## REFERENCE

## **POLICY**

There may be situations where an Animal Control Officer needs the assistance of Law Enforcement in their day to day operations. The following are guidelines for when Law Enforcement may be needed:

- 1. Known or suspected hostile intention\* from any of the parties involved.
- 2. Known criminal parties.
- 3. If a call may turn into a criminal investigation. (Animal Cruelty, Dog Fighting, Illegal activities, etc)
- 4. Intention of removing animals from their present location with or without the knowledge of the owner. When an owner is present, a LEO will only be called if the owner refuses to release the animal to the ACO.
- 5. After hours (those normally at night) call outs where the location and/or parties involved are unknown to ACO and/or the ACO may have reason to suspect potentially unsafe or dangerous conditions.
- \*Hostile intention may include, but is not limited to, aggressiveness or physical actions, severe verbal abuse, intimidation, etc.

## RESPONSIBLE DEPARTMENT

Environmental Services Department – Animal Control

## SUNSET DATE

Sunset Date: 03/01/19



Policy #:	Title:	Effective Date:	
2010-03	Public Nuisance P	olicy relating to Animals 03/01/10	

## **PURPOSE**

To establish a policy for public nuisance complaints

## REFERENCE

Section 14-5 Taylor County Code Section 4-2 City of Perry Code

## **POLICY**

- Animals found to be a public nuisance (as defined in Taylor County Code Section 14-5 County or 14-2 City Code) will be handled in accordance with this section.
- A citizen calling to report a nuisance animal should identify the location, owner, and type of animal causing the nuisance. Citizen should try and document the specific type of nuisance, i.e. dog running loose, continuous barking, etc.
- 3. Public nuisance complaints as defined under Taylor County Code Sections 14-5 and the City of Perry Code 14-2 will be handled in the following manner:
  - (a) The animal owner shall be notified of the complaint in writing and may be given up to seven calendar days to abate the situation.
  - (b) Subsequent violations, after warning, shall be based on the ACO's or law enforcement's personal knowledge of the nuisance.
  - (c) The subsequent violation may be based on at least two (2) affidavits of complaint from different parties residing in close proximity to the alleged nuisance. Close proximity shall mean residing within a radius of 200 feet from the resident or location of the offending animal.
  - (d) Testimony or evidence from persons living out side the 200 foot radius may be considered.
  - (e) One affidavit of complaint may be sufficient to warrant an investigation where there is only one party in close proximity to the alleged nuisance.
- Animal owners found in violation of the public nuisance section of the ordinance may be issued a citation for each violation. Citations result in a civil penalty along with an escalating fine structure for subsequent violations.

3.	County Sheriff's Office. These complaints will be handled by the TCSO or the City of Perry Police Dept. in accordance with their policy and procedures.
	RESPONSIBLE DEPARTMENT
Envir	onmental Services Department – Animal Control
	SUNSET DATE

Sunset Date: 03/01/19



Environmental Services Department – Animal Control

Sunset Date: 03/01/19

2010-04	Confidentiality	Effective Date: 03/01/10
2010 04	Confidentiality	03/01/10
	PURPOSE	
To married	la caridalina annu 1' C.1 C.1 C.1	1
10 provid	e guidelines regarding confidentiality.	
	REFERENCE	
	POLICY	
1.	As an employee in the Animal Control Department, s	taff will hear of and/or observe
	situations that are of a private matter. In no case is stated anyone other than authorized personnel.	to discuss those situations with
2.	While investigating a case, information concerning the	source of the complaint may be
	discussed over the telephone, but only with the parties	source of the complaint may be
	below)	s directly involved. (see also #3
3.	Information regarding the complainant will not be given	out in the field.
4.	Citizens viewing records in the department may only de	so with a department employee
	present. No originals are to be given to anyone!	
5.	Citizens wishing a copy of available department rec	ords may obtain a copy at the
	prevailing rate established by Chapter 119, F.S. Citizens	who wish copies of records and
	are unable to come to the Animal Control Office, may	receive the information via US
(	Mail.	
6.	If the complainant remained anonymous, office or field s	taff may advise the citizen of that
	fact when they request information about the Service R anonymous, advising the citizen of such will save the	Request. If the complainant was
	complainant's name.	en necessary travel to ascertain
	complained a finance.	
	RESPONSIBLE DEPARTMENT	•



Policy #:	Title:	Effective Date:
2010-05	Issuance of Courtesy Notices	03/01/10

## PURPOSE

To establish a policy for issuance of Courtesy Notices when responding to Requests for Service.

	REFERENCE
N/A	
	POLICY

- 1. A Courtesy Notice advises a citizen of any action taken in response to a service call. Courtesy Notices are to be left at a citizens' residence when Officers unsuccessfully attempt to make personal contact with citizens. The Courtesy Notice shall be completed thoroughly, including the name and address of the person the notice is addressed to, if known. If the person receiving the courtesy notice is not at home, the notice shall be left on the door or other conspicuous place.
- 2. Courtesy Notices are NOT to be placed inside mailboxes or newspaper boxes.
- 3. Courtesy Notices left for the animal's owner shall include marking the appropriate boxes to indicate any violation observed, steps to be taken to correct the problem(s), and any remarks necessary to explain the situation.
- 4. Courtesy Notices will also be given to owners whose animals were complained against, but which were not observed in violation at the time of the Officer's visit. In most other cases, if the Officer has probable cause to believe that a violation has occurred, the Officer may issue a warning/citation in lieu of posting or delivering a Courtesy Notice to the owner.
- 5. The yellow copy of the Courtesy Notice will be stapled to the service request and a copy will be placed in the "Courtesy Notice folder" for the appropriate month. The white copy should be given to the animal owner.
- 6. All owner contacts will be documented with a Courtesy Notice, Warning, or Citation, so that Officers conducting subsequent visits will have access to information concerning prior incidents.

## **RESPONSIBLE DEPARTMENT**

Environmental Services Department – Animal Control

Sunset Date: 03/01/19



Policy #	: Title:	Effective Date:
2010-	06 Feral cats	03/01/10
	DUDDOOF	
_	PURPOSE	
To esta	ablish guidelines for handling and housing of feral cats.	
_	REFERENCE	
N/A		
	POLICY	
-		400 1000

Due to their nature as being unsocialized and the minimal potential for adoption, stray cats brought to the Shelter by Staff or from the general public <u>may</u> be handled as follows:

- 1. Any trapped cat that is assessed by Animal Control staff and deemed feral may be euthanized after 72 hours.
- 2. In the event of the impoundment of a large colony of cats, the cats will be assessed by Staff and if deemed feral, may be euthanized after 24 hours due to space limitations.

## RESPONSIBLE DEPARTMENT

Environmental Services Department – Animal Control

Sunset Date: 03/01/19

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Policy #:	Title:		Effective Date:
2008-10		Church Grounds Maintenance	11/03/08

# PURPOSE Establish guidance for working on Church owned property REFERENCE

Laws of Florida, Chapter 67-2131, 1-3, Special Legislative Act; 1984 Taylor County Board of County Commissioners Road Department Policy

## **POLICY**

It is the policy of the Board of County Commissioners of Taylor County that the County will not use county equipment in the maintenance of church grounds within the County except for those Cemeteries that are open to all members of the public.

## RESPONSIBLE DEPARTMENT

Public Works

Sunset Date: 03/01/19

Last Updated: 11/03/08



Effective Date:	
11/03/08	

2008-11

Policy #:

Title:

City Street Maintenance

## PURPOSE

Establish guidance for request to perform maintenance on City Streets or right-of-ways

## REFERENCE

1984 Taylor County Board of County Commissioners Road Department Policy Regarding City Street Maintenance.

## **POLICY**

Public Works may perform minor maintenance work on city streets or right-of-way, provide the City Council makes a request in writing to the Board of County Commissioners. The County Administrator may approve oral requests for emergency assistance on minor requests for assistance.

All requests for major maintenance work must be approved by the Board of County Commissioners. This work will be performed at a time that is convenient to the Public Works Department Schedule.

The office of the County Administrator will maintain a record of the cost resulting from any such request

## RESPONSIBLE DEPARTMENT

**Public Works** 

Sunset Date: 03/01/19

Last Updated: 09/05/08



		Effective Date:
	Public School Grounds – County Work on	
2008-12	•	11/03/08

PURPOSE
Establish guidance for working on Public School Grounds.
REFERENCE
POLICY

The County may assist the Taylor County School Board in maintenance of school grounds.

Projects can be requested by the School Board and approved by the County Board of County Commissioners. This work will be performed if adequate resources are available and approved by the Board at a time that is convenient to the Road Department work schedule.

## RESPONSIBLE DEPARTMENT

Office of the County Administrator

Sunset Date: 03/01/19

Last Updated: 11/03/08

6.04



## **Taylor County**Board of County Commissioners' Policy Manual

Effective Date:

2008-13

Policy #:

Title:

**Public Cemetery Maintenance** 

11/03/08

## **PURPOSE**

Establish guidelines for maintenance of public cemeteries and church cemeteries open to the public.

## REFERENCE

Laws of the State of Florida, Chapter 67-2131, 1-3 Special Legislative Act

## **POLICY**

The County may perform minor maintenance on Church cemeteries open to the public. This maintenance is to be limited to periodic grass mowing. Routing mowing will only be accomplished by contractual services, inmate labor or County employees designated and budgeted to perform this service. The frequency of mowing will be based upon the level of service established by the Board of County Commissioners. Any request for work beyond routine mowing must be made to the Board of County Commissioners at a regularly scheduled Board meeting by a representative of the specific public cemetery governing board and approved by a majority vote of the Board of County Commissioners. The mowing will be done consistently with an established revolving cycle basis and this cycle will not be broken unless approved by the County Administrator.

Each cemetery maintained by the County must have a cemetery governing board and the board must enter into a written agreement under which it is understood that as a public cemetery it is open for use by the community at large (a private cemetery is used only by a small segment of the community and family). In order to have the County perform maintenance using public funds the cemetery governing board must certify that the cemetery is a public cemetery and that all members of the public upon request have the right to be interred at the cemetery regardless of race, creed or religious affiliation.

## RESPONSIBLE DEPARTMENT

Public Works

Sunset Date: 11/3/13

Last Updated: 11/03/08



Policy #: Title: Effective Date:

2009-02 The Policy for Public Access Improvements – Made 03/02/09

by and Maintained by the Public - to the Steinhatchee River Public Street Right of Ways and Other Appropriate Public Lands of Steinhatchee

## **PURPOSE**

The purpose of this policy is to establish a policy to establish a standard procedure for the Taylor County Board of County Commissioners to consider authorizing improvements by members of the public to the public right of ways that provide access to the Steinhatchee River and open green space owned by the County in Steinhatchee. The purpose of authorized improvements is to enhance the public enjoyment and use by the local residents and visitors.

Activities to be enjoyed might include; fishing, wildlife observation, bird watching, picnicking, launching of canoes, kayaks and small boats, or other passive activity such as enjoying the scenic view.

Whereas the establishing of a program to improve the public street right of ways that go to the Steinhatchee River and other county owned open green space will improve the public health, comfort, convenience, welfare, and economic prosperity of the residents of Steinhatchee, Florida, and whereas, the necessity, in the public interest, for the provisions and prohibitions hereinafter contained and enacted is declared to be a matter of legislative determination and public policy, and the provisions and prohibitions hereinafter contained and enacted are for the purpose of securing and promoting the public health, comfort, convenience, economic prosperity, and general welfare of the residents of Steinhatchee, Florida.

## REFERENCE

This policy known as The Policy for Public Access Improvements – Made By and Maintained By the Public - to the Steinhatchee River Public Street Right of Ways and Other Appropriate Public Lands of Steinhatchee applies only to the unincorporated area of Taylor County known as Steinhatchee and more particularly described as follows:

Commence at the Intersection of the North Boundary line of Section 17, Township 9 South, Range 10 East and the Steinhatchee River for a Point of Beginning; thence run West along the North boundary line of Sections 17 and 18, T9S, R10E, to the Point of Intersection with State Road 51, thence run Southerly along the West boundary line of State Road 51 to a Point of intersection with the North boundary line of McCain Tower Road, continue West along said North boundary line of McCain Tower Road through Section 18, T9S, R10E, and Sections 13, 14, and 15, T9S, R9E to the intersection with County Road 361 (Beach Road), continue West across County Road 361 through Sections 15 and 16, T9S, R9E, to the half section line of Section 16, T9S, R10E, thence run South through Sections 16 and 21, T9S, R9E, to the Gulf of Mexico thence run Southerly, Easterly, and Northerly along the shoreline of the Gulf of Mexico and the Northwesterly boundary of the Steinhatchee River back to the Point of Beginning.

This policy applies to all public street going to the Steinhatchee River, including, but not limited to, the following streets:

Oak Avenue NE **Doyle Street NE** Cypress Street NE First Avenue NE Central Avenue First Avenue South SE Second Avenue SE Riverside Park SE Fourteenth Street SE Thirteenth Street SE **Bridge** Second Street SE Main Street First Avenue NW Fourth Street NW Palm Street SE (Near Riverside Palm) Third Street NW

This policy also includes County owned public green space land including (but not limited to):

Riverside Park
Stephens Spring
Highland Springs
Ninth Street (County owned parcel of land)

## **POLICY**

This policy known as The Policy for Public Access Improvements – Made By and Maintained By the Public - to the Steinhatchee River Public Street Right of Ways and Other Appropriate Public Lands of Steinhatchee applies only to the unincorporated area of Taylor County known as Steinhatchee. The policy is as follows.

Application Process for Consideration to Improve Steinhatchee River Public Right of Way or Other Appropriate Public Land - Members of the public desiring to approach the Taylor County Board of County Commissioners with a proposal to make and maintain improvements to street right of way or other appropriate public lands in Steinhatchee shall fill out an application and provide a site plan and scope of work with the office of the County Administrator.

Notice to Adjoining Property Owners of Application Request to Improve Public Property - Once the application is received a notice will be mailed out to affected property owners. Mailing of such notices shall be made to specific real property owners within 500 feet of the property directly affected by the proposed action and whose address is known by reference to the latest approved ad valorem tax rolls.

The notice will provide an overview of the request being considered for approval by the Board and request the adjoining property owners provide input back to the office of the County Administrator within two weeks of the date of the notice as to whether they are for or against the proposed improvements. The notice will also provide a future date for a public hearing should the Board decide the project warrants further consideration.

<u>Consideration by the Board for the Need of a Public Hearing for the Application</u> - At the end of the two weeks the office of the County Administrator will place the item on the agenda (along with the input received from the adjoining land owners) for the next Board of County Commissioners Meeting for the Board to determine in their sole discretion if the specific Application to Improve Steinhatchee River Street Right of Way or Other Appropriate lands in Steinhatchee warrants further consideration.

If the Board determines not to schedule a public hearing then that is the application is denied.

If the Board elects to hold a public hearing, the public hearing will be scheduled for the date that was provided to the adjoining property owners in the notice discussed above.

<u>Public Hearing</u> – If the Board schedules a public hearing the applicant will provide a short presentation at the beginning of the public hearing. The presentation shall include: an overview of the proposed improvements including a site plan and the scope of work, type of improvements, cost of improvements, who will pay for improvements, who will do the work required of improvements, when will work be complete, any permits required, and who will maintain site.

Signage - At each street end by the river which has been approved for public access, a County sign (paid for and erected by the sponsor) shall be erected stating "Public Access to the Steinhatchee River". Each approved public park/green space area shall also be

signed with "Public Park and/or Green space" with the sites name if so applicable. (Example: Stephens Spring). Applicants will purchase their signs directly from the Taylor County Public Works.

All signs shall be uniform as so designated by the County and paid for and erected by site sponsor. The sponsor's name and contact information shall be included on the sign. Sign shall include standard rules and regulations as per County facility signing for example "No Alcohol Permitted".

<u>Clearing of Right of Ways – Under the direction of the County</u> – No Clearing is authorized until it is determined if an Environmental Resource Permit (ERP) is required for the clearing. If a permit is required, then no clearing is authorized until and ERP is approved. The street right of ways and public green-space park areas shall be cleared of all items that impede or will cause a safety hazard to public access such as; trash, debris, poles, ditches, vegetation, brush, garbage, etc. The vegetation shall be removed under the direction of county staff or their designee. The site shall be kept as "green" as possible.

<u>Levels of Improvements</u> – If the Board votes to allow improvements to a specific area it may or may not approve all requested improvements requested by the sponsor. All improvements will strive to be "green". As little concrete or asphalt as possible shall be incorporated into project site and only be in high use areas such as parking and launch areas. Grass, mulch, sand, rock, gravel, lime rock and other natural materials shall be used as much as possible. Examples of different levels of service considered include.

- 1. Remove brush and any items that restrict or impede walking access or are a safety hazard on the right of way or site.
- 2. The addition of a picnic table(s), gazebo, or other structures for fishing picnicking, relaxing or wildlife observation to example 1.
- 3. Canoe, kayak or small watercraft launching and applicable items in example 2. Example: Canoe/kayak launch with a picnic table.
- 4. All example 1, and installation of a floating dock (10 to 15 ft. long) example 2 and 3 items when so applicable example: Floating dock, small canoe/kayak launch and picnic table.
- 5. Examples 1 through 4 should include County approved trash receptacles the project sponsor shall be responsible for purchasing, maintaining and disposal of trash. Any new planting of vegetation shall be approved by the county and maintained be site sponsor. New plants and vegetations shall only be non-invasive native Florida plants or trees.

Cost - The cost of improving public right of ways or park sites shall be paid for by project sponsor, donations, local businesses, neighborhood group, or clubs. If the Board of Commissioners determines site assistance is warranted and resources are available the Board may in its sole discretion consider authorizing the County Administrator to use County workers, inmate labor, or grants may be used for site improvements as time and resources permit.

<u>Hold Harmless</u> - Project sponsors, volunteers, or other persons directly involved with the project shall sign a "County Hold Harmless" agreement prior to any site work.

<u>Project Approval</u> – All projects must be approved by a majority vote of the Board of County Commissioners. All projects shall be reviewed and approved by the Taylor County Tech Review Committee <u>prior</u> to any construction occurring.

<u>Playgrounds or Playground Equipment</u> - No playgrounds or playground equipment will be constructed on right of ways. The Board of Commissions must approve in advance any playground equipment on public green space areas. Projects must meet all National and State playground standards, and ADA handicap accessibility standards.

<u>Maintenance Agreement</u> – As part of the application the project sponsor shall agree in writing that they are willing to maintain site for public use for a minimum of five years.

<u>Public Use Agreement</u> – The resulting project approved under this policy must provide public access or public green space areas must developed to benefit the entire community <u>and</u> improvements will be made available for use by all members of the public.

<u>Sole Control of Right of Way Use</u> - If a group doesn't fulfill its requirements or if the County determines that the use of the right of right needs to be altered, modified or discontinued as determined in the sole discretion of the County, then County has the right to do so regardless of any existing agreement unilaterally without penalty.

## Office of the County Administrator DATE ISSUED/SUNSET DATE

Sunset Date: 03/01/19

Form Last Updated: 09/05/08

7.01



## **Taylor County**Board of County Commissioners' Policy Manual

Policy #:	Title:		Effective Date:
2009-20		Cellular Communication Policy	06/16/2009

## **PURPOSE**

This policy prohibits unauthorized use of cellular communication devices for regular county business. Only cellular devices that meet the criteria of this policy or have been granted an exclusive waiver by the D epartment of Technology and In formation Systems (DTIS) are approved for use by county employees.

## Internal Revenue Code of 1986, Sections 274(d)(4) and 280F(d)(4) POLICY

This policy covers all cellular and handheld wireless data communication devices (e.g., cellular phones, Blac kberry, PDAs and air cards etc.) issued to county employees. This includes any form of handheld wireless c ommunication device capable of transmitting packet data.

## Authorization and Issuance

Cellular and handheld wireless devices shall be issued by DT IS only. If any county employee requires the use of a cellular device they will contact DTIS, once approved by their supervisor, for approval and issuance. DTIS is considered the administrative authority for all communication devices.

## Approved Technology

All cellular and handheld dev ices must use DT IS-approved vendor products and security configurations.

## Cell Phone Usage

An employee who has been issued a county cell phone may use the issued phone for personal use for a monthly fee of \$5 and \$25 for data phones (for 2009) which will be deducted from his/her pay. Any excess usage (from personal use on any phone) above the rate limits will be charged to the employee on a \$.10 per minute basis. In the event a County employee's cell usage exceeds the monthly rate plan, the employee will be required to identify each personal phone call on that month's bill and sign a "Statement of Use" letter stating the accuracy of their review.

## No Personal Use

An employee who chooses to not use their County issued phone for personal use will be required to sign a "Statement of Use" at the end of the billing period when the bills are being processed. The phone bill will be reviewed by the Department Head responsible for the phone to verify all usage was for County business. The bill will then be forwarded to DTIS for review and processing for payment.

## **Lost/Damaged Phones**

Any employee who loses a County issued phone will be charged a fee equaling 50% of the cost of replacing the phone. If the second phone is lost within the same year, the fee will total 100% of the County's cost to replace the phone. If the employee damages a phone to the point the phone will no longer function the employee will be charged the same as for a lost phone above. The County employee responsible for the phone will be required to submit a letter explaining in detail the circumstances behind the damage or lost phone.

## **Monthly Bill Review**

The detail bill from the phone provider will be reviewed by DTIS every month to assure compliance with this policy.

## **Purchasing Phones and Accessories**

All cell phone or phone accessory purchases are to be coordinated through DTIS and will require approval by the DTIS Director.

## **Rate Calculation**

The per minute rate charged to County employees will be reviewed on an annual basis by DTIS and submitted to the County Administrator's office for approval. This calculation will be performed at the beginning of each fiscal year.

## **Prohibited Use**

All due diligence mus t be used by the em ployee to not exc eed the allocat ed number of minutes for cellular devices. All county is sued communication devices a re subject for inspection at any time by DTIS or an authorized representative.

## RESPONSIBLE DEPARTMENT

Department of Technology and Information Systems (DTIS)

Sunset Date: 03/01/2019

Revision Date: 10/01/2015



Policy #:	Title:	Effective Date:
2010-08	Anti-Virus Policy	07/06/10

## PURPOSE \_\_\_\_\_

This policy ensures protection for all TCBCC networks by establishing solid DTIS approved anti-virus software. Anyone wishing to use or connect to any BCC computer or network must first contact the DTIS department so that the computer can be properly assessed before integration into any county networks.

Not Applicable	
POLICY	

This policy covers all staff, computers, servers, or any other network device connected to any TCBCC network at anytime.

- a. To promote a secure and efficient operating environment for all TCBCC staff and to ensure continuance of service to the general public only DTIS approved anti-virus software will be purchased by TBCC employees.
- b. For all software installs or hardware installations county staff will use the proper DTIS approved channels for requesting any work to be done.
- c. The TCBCC staff shall use all means by which to prevent the spread of computer viruses, worms, and Trojan Horses amongst its networked systems. Users shall participate in this program and shall not circumvent it in any way.
- d. All user systems shall have anti-virus protection software installed before connecting the system to any TCBCC network. Users shall participate when necessary in keeping this software updated and shall not disable its facilities. If the anti-virus software is disabled for any reason, such as the installation of new software, the user shall perform a full-system scan before using the system again.

- e. Anti-virus software shall be installed and configured on each system by DTIS approved personnel in such a way to provide constant scanning for viruses and periodic updates as defined by the IS department.
- f. Users shall not knowingly create, execute, forward, or introduce any computer code designed to self replicate, damage, or otherwise impede the performance of any computer's memory, storage, operating system, or software. Users violating this policy may be disciplined or dismissed and will be reported to legal authorities.

RESPONSIBLE DEPARTMENT	
Technology and Information Systems	
SUNSET DATE	

Sunset Date: 03/01/2019

Revision Date: 10/01/2015

Policy #:	Title:	Effective Date:
2010-09	Administrative Access Policy	07/06/10

## **PURPOSE**

This policy ensures protection for all Taylor County Board of County Commissioners (TCBCC) networks by limiting privileged account access to only Department of Technology & Information Systems (DTIS) approved staff or contractors. Anyone wishing to receive elevated privileges must submit a written request using the Administrative Access Request Form.

## Not Applicable POLICY

To promote a secure and efficient operating environment for all TCBCC staff and to ensure continuance of service to the general public only DTIS approved staff will be issued Administrative privileges to computers, servers, or any other network devices. For all software installs or hardware installations county staff will use the proper DTIS approved channels for requesting any work to be done.

Any software being considered for purchase should be submitted to DTIS along with vendor contact information allowing sufficient enough time so DTIS can evaluate the software before purchase. This is to ensure that all software will integrate with the existing TCBCC security configuration.

## Enforcement

Any employee found to have violated this policy may be subject to disciplinary action.

## **RESPONSIBLE DEPARTMENT**

Department of Technology and Information Systems

## **SUNSET DATE**

Sunset Date: 03/01/2019

Revision Date: 10/01/2015



Title:	Effective Date:
Network Acceptable Use Policy	07/06/10
	15-6-5-65 90 3-500 10 93
	Network Acceptable Use Policy

## PURPOSE

The purpose of this policy is to outline the acceptable use of computer equipment and systems at Taylor County Board of County Commissioners (TCBCC). These rules are in place to protect the TCBCC and its employees. Inappropriate use exposes the TCBCC to risks including virus attacks, the compromise of network systems and services, and legal issues.

REFERENCE		
Not Applicable		
	POLICY	

## General Use and Ownership

- While the TCBCC network administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the computer systems remains the property of the TCBCC. Because of the need to protect TCBCC network and public records laws, management cannot guarantee the confidentiality of information stored on any network device belonging to TCBCC.
- 2. Employees are responsible for exercising good judgment regarding the reasonableness of personal use. If there are any questions please contact the Technology and Information Systems (TIS) department.
- 3. For security and network maintenance purposes, authorized individuals within the TCBCC may monitor equipment, systems and network traffic at any time.
- 4. The TCBCC reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

## **Security and Proprietary Information**

- 1. The user interface for information contained on Internet/Intranet/Extranet-related systems should be classified as either public record or confidential, as exempted by state constitution Section 119.07(6), F.S. Examples of confidential information include but are not limited to: Employee social security numbers, SHIP applicant information, emergency procedures, and public safety information. Employees should take all necessary steps to prevent unauthorized access to this information.
- Keep passwords secure. The sharing of user accounts and password are not permitted without the express permission of the Director of Technology and Information Systems (TIS). Authorized users are responsible for the security of their passwords and accounts. System level passwords should be changed quarterly; user level passwords should be changed every six months.
- 3. All PCs, laptops and workstations should be secured with a password-protected screensaver with the automatic activation feature set at 10 minutes or less (Windows 9x users), or by logging-off (control-alt-delete for Win2K, XP users) when the host will be unattended.
- 4. Because information contained on portable computers is especially vulnerable, special care should be exercised.
- 5. All hosts used by the employee that are connected to the TCBCC Internet/Intranet/Extranet, whether owned by the employee or TCBCC, shall be continually executing Department of Technology & Information Systems (DTIS) approved virus-scanning software with a current virus database.

## **Unacceptable Use**

Under no circumstances is an employee of the TCBCC authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing TCBCC-owned resources.

The lists below are by no means exhaustive, but attempt to provide examples of activities of unacceptable use.

## **System and Network Activities**

The following activities are strictly prohibited, with no exceptions:

- 1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by TCBCC.
- 2. Knowingly copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which TCBCC or the end user does not have an active license is strictly prohibited.
- 3. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
- 4. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- 5. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.

- 6. Using a TCBCC computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- 7. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
- 8. Port scanning or security scanning is expressly prohibited unless prior notification to DTIS is made.
- 9. Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- 10. Circumventing user authentication or security of any host, network or account.
- 11. Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- 12. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
- 13. Providing information about, or lists of, TCBCC employees to parties outside TCBCC unless done as part of an authorized public records request.

## **Email and Communications Activities**

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- 2. Any form of harassment via email, Voice over Internet Protocol (VoIP) telephone or paging, whether through language, frequency, or size of messages.
- 3. Unauthorized use, or forging, of email header information.
- 4. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- 5. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- 6. Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse code. If you receive an email in which you do not recognize the sender and suspect it may have a virus attached contact the (TIS) department for further instructions before opening the attachment or email..
- 7. All county email correspondence will be performed using a BOCC DTIS approved email application.

Preview panels in the email application shall be turned off to help prevent virus infections.

## **Enforcement**

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

## **RESPONSIBLE DEPARTMENT**

Technology and Information Systems

## **SUNSET DATE**

Sunset Date: 03/01/2019

Revision Date: 10/01/2015

Policy #:	Title:	Effective Date:
2010-11	Hardware Purchase Policy	07/06/2010

## PURPOSE

This policy ensures protection for all Taylor County Board of County Commissioners (TCBCC) networks by limiting computer related hardware purchasing approval to only Department of Technology & Information Systems (DTIS) approved staff or contractors. Anyone wishing to purchase any computer or networking related hardware must first contact the DTIS department before purchasing so that the hardware can be properly assessed before integration into any county networks.

REFERENCE		
Not Applicable		
	POLICY	

To promote a secure and efficient operating environment for all TCBCC staff and to ensure continuance of service to the general public only DTIS approved hardware will be purchased by TCBCC employees.

For all software installs or hardware installations county staff will use the proper DTIS approved channels for requesting any work to be done.

Any hardware being considered for purchase should be submitted to DTIS along with vendor contact information allowing sufficient enough time so DTIS can evaluate the hardware before purchase. This is to ensure that all hardware will integrate with the existing TCBCC security configuration and adequate pricing is achieved.

## **Enforcement**

Any employee found to have violated this policy may be subject to disciplinary action.

## **RESPONSIBLE DEPARTMENT**

Department of Technology and Information Systems

## **SUNSET DATE**

Sunset Date: 03/01/2019

Revision Date: 10/01/2015

Policy #:	Title:	Effective Date:
2010-12	Software Purchase Policy	07/06/10
	contware r dronase r oney	01700/10

## **PURPOSE**

This policy ensures protection for all Taylor County Board of County Commissioners (TCBCC) networks by limiting computer related software purchasing approval to only Department of Technology & Information Systems (DTIS) approved staff or contractors. Anyone wishing to purchase any computer or networking related software must first contact the DTIS department before purchasing so that the hardware can be properly assessed before integration into any county networks.

REFERENCE	
POLICY	

## Scope

This policy covers all staff, computers, servers, or any other network device connected to any TCBCC network at anytime

## **Policy**

To promote a secure and efficient operating environment for all TCBCC staff and to ensure continuance of service to the general public only DTIS approved software will be purchased by TCBCC employees.

For all software installs or hardware installations county staff will use the proper DTIS approved channels for requesting any work to be done.

Any software being considered for purchase should be submitted to DTIS along with vendor contact information allowing sufficient enough time so DTIS can evaluate the software before purchase. This is to ensure that all software will integrate with the existing TCBCC security configuration and adequate pricing has been achieved.

## **Enforcement**

Any employee found to have violated this policy may be subject to disciplinary action.

## **RESPONSIBLE DEPARTMENT**

Department of Technology and Information Systems

## **SUNSET DATE**

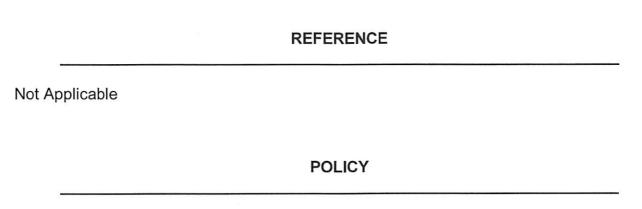
Sunset Date: 07/06/15

Revision Date: 10/01/2015

Policy #:	Title:	Effective Date:
2010-13	Wireless Communication Policy	07/06/10

# PURPOSE

This policy prohibits access to TCBCC networks via unsecured wireless communication devices. Only wireless systems that meet the criteria of this policy or have been granted an exclusive waiver by DTIS are approved for connectivity to TCBCC networks.



## Register Access Points and Cards

All wireless Access Points / Base Stations connected to any TCBCC network must be registered and approved by DTIS. These Access Points / Base Stations are subject to periodic penetration tests and audits. All wireless Network Interface Cards (i.e., PC cards) used in county laptop or desktop computers must be registered with IS

# **Approved Technology**

All wireless LAN access must use DTIS-approved vendor products and security configurations.

# **Encryption and Authentication**

All computers with wireless LAN devices must utilize a DTIS-approved wireless device to drop all unauthenticated and unencrypted traffic. To comply with this policy, wireless implementations must maintain point to point hardware encryption of at least 128 bits. All implementations must support a hardware address that can be registered and tracked, i.e., a MAC address.

# **Setting the SSID**

The SSID shall be configured so that it does not contain any identifying information about the organization, such as the county name, division title, employee name, or product identifier.

#### **Enforcement**

Any employee found to have violated this policy may be subject to disciplinary action.

### RESPONSIBLE DEPARTMENT

**Technology and Information Systems** 

## **SUNSET DATE**

Sunset Date: 03/01/2019

Revision Date: 10/01/2015



# **Taylor County**Board of County Commissioners' Policy Manual

Policy #:	Title:	Effective Date:
2010-14	Cellular and Radio Communication Policy	07/06/10

# **PURPOSE**

This policy prohibits unauthorized use of cellular or radio communication devices for regular county business. Only cellular and radio devices that meet the criteria of this policy or have been granted an exclusive waiver by Department of Technology & Information Systems (DTIS) are approved for use by county employees.

	REFERENCE	
Not Applicable		
	POLICY	

This policy covers all cellular, radio (RF) and handheld wireless data communication devices (e.g., cellular phones, Blackberry, PDAs, etc.) issued to county employees. This includes any form of handheld wireless communication device capable of transmitting voice or packet data.

#### Authorization and Issuance

Cellular and handheld wireless devices shall be issued by the DTIS department only. If any county employee requires the use of a cellular or radio device then they will contact IS, once approved by their supervisor, for approval and issuance. The DTIS department is considered the administrative authority for all communication devices.

## **Approved Technology**

All cellular and handheld devices must use DTIS-approved vendor products and security configurations.

#### **Prohibited Use**

County authorized and issued personal communication devices must be used for county business only, with exception of emergency purposes. All due diligence must be used by the employee to not exceed the allocated number of minutes for cellular devices. All county issued communication devices are subject for inspection at any time by the DTIS department or authorized representative.

# **RESPONSIBLE DEPARTMENT**

Department of Technology and Information Systems

# **SUNSET DATE**

Sunset Date: 03/01/2019

Revision Date: 10/01/2015

Policy #:	Title:		Effective Date:
7.09		Social Media and Collaboration Policy	09/02/14

# PURPOSE

As more and more citizens in our community make the shift towards, or include the use of, social media technologies to receive and share information and communicate their opinions, it is imperative that the Taylor County Board of County Commissioners (TCBCC) includes these technologies as part of its efforts to enhance customer service, outreach, and increase citizen involvement.

It is the policy of the TCBCC that a standard for interaction with Social Media tools and their associated technology is hereby established. This policy, and its provisions, apply to and serve as a guide to all County employees, departments and contracted entities that distribute information to the County while engaging in any Social Media activities implied or directed.

	REFERENCE	
Florida Statutes Chapter 119		
	POLICY	

It is the policy of the TCBCC to have adopted a methodology to guide all interaction with Social Media technology and its accompanying disciplines that provides a standard approach to the collaboration and sharing of information on and in various public domains to provide consistent communication across all media.

#### **DEFINITIONS**

<u>Social Media</u> are various forms of user-created content tools such as social networks, blogs, video sharing, pod casts, wikis, message boards and online forums. Technologies include, but are not limited to: picture and video sharing, wall postings, e-mail, instant messaging, and music sharing. Examples of social media applications include, but are not limited to: Google and Yahoo Groups (reference, social networking); Wikipedia (reference); Facebook and MySpace (social networking); YouTube (social networking and video sharing); Flickr (photo sharing); Twitter (social networking and microblogging); Skype (instant messaging and webcam chat);

LinkedIn (business networking); and news media comment sharing/blogging. This policy covers all Social Media tools, both current and future.

<u>Social Networking</u> is the practice of expanding one's business and/or social contacts by making connections using a range of Social Media tools including blogs, video, images, tagging, lists of friends, forums and messaging that use the Internet to promote such connections through Web-based groups established for that purpose.

<u>Social Media Account</u> shall mean any registration, login credential, tool, forum, website or network that is created or maintained by a Department for the purpose of establishing or perpetuating a Social Media presence.

<u>Authorized User</u> shall mean any employee, or any person acting on their behalf, which has been authorized by their Department Director and registered with and approved by the Department of Information Systems Services to establish, create, edit, or maintain any Social Media Account, and the posts it may contain, in the transaction of official business Of Taylor County.

<u>Post</u> shall mean any e-mail, message, picture, graphic, image, advertisement, notification, feed, stream, transmission, broadcast, podcast, video, instant message, text message, blog, microblog, status update, wall post, comment, and any and all other forms, means or attempts at collaboration or communication that is uploaded, posted to, or otherwise displayed on or transmitted by, any Social Media Account or Network.

<u>External Entity</u> shall mean any person or party not employed by, or an authorized representative of the TCBCC.

<u>External Information</u> shall mean any Social Media Post by any External Entity, and the information or substance it contains.

# **RESPONSIBILITIES**

Responsibility is equally shared by the participating departments that actively engage in Social Media. Management and specified Authorized Users will also be held accountable for all collaboration in the public domain.

# County Departments Before Establishing a Social Media Account

Contact the County Administrator and the DTIS to discuss objectives and desired outcomes for utilizing Social Media and to help determine its effectiveness in reaching the communication objectives.

Obtain formal approval, which shall specify all Authorized Users for the project, from the applicable Department Director prior to establishing any Social Media Account.

Obtain formal approval from the County Administrator to proceed with any proposed Social Media project.

Obtain a completed User Agreement Form for each Authorized User and store that agreement in the employee's personnel file.

Conspicuously post a Terms of Use Agreement approved by the DTIS and the County Attorney's Office. The Agreement, in addition to its other language, shall clearly indicate that any Post is subject to public records disclosure.

Enable features for public comments, if such capability exists, and comply with and enforce the posted Terms of Use Agreement.

Make available, to the DTIS, all content such as text, images, and video placed on Social Media Accounts for possible placement on the social media.

Maintain compliance with all applicable Federal, State and County requirements, policies and procedures relating to records retention and public records requests.

# **DEPARTMENT OF TECHNOLOGY AND INFORMATION SYSTEMS (DTIS)**

Provide Authorized Users information about their ability to access and utilize the Social Media tools authorized by their Department Director and the County Administrator.

Create a TaylorCountyGov.com email address to serve as the official e-mail account for all approved Social Media Accounts.

Review all login credentials to Social Media Accounts to ensure compliance with password strength requirements and compliance with established IS Security Policy and industry best practices relating to information systems security.

Respond to any requests for guidance or opinion regarding technology or information systems security.

Review proposals for new Social Media projects and provide formal approval or denial.

Provide counsel to the Department as to the appropriate use of the Social Media tool and guidance as to the types of information that should be released.

Monitor content on each Department Social Media Account to ensure adherence to the guidelines in this policy. Inappropriate use may result in the removal of the department page or account from these Social Media sites.

# **COUNTY ATTORNEY**

Review and approve any departmental changes or additions to the Terms of Use Agreement, or the general disclaimer, as requested.

Render opinions on matters regarding disclaimers, terms of use, and privacy concerns as they arise.

Provide opinions on matters of public records, in accordance with applicable Federal, State and County law.

#### **GENERAL PROCEDURES**

Each County Social Media Account must include an introductory statement that clearly specifies its purpose and topical scope. Where possible, Department social networking sites should link back to Taylorcountygov.com for forms, documents and other information.

All Social Media sites must clearly indicate that all Posts are subject to public records laws.

Sites should be monitored regularly and updated frequently to encourage continued interaction among participants and to keep posted material current. If a division is unable to devote the necessary resources to monitoring and maintenance, a social networking site should not be created or must be deactivated.

## **GENERAL GUIDELINES**

- 1. Review and understand the Ethical Code of Conduct and prohibited activities enforced by TCBCC policy. Acknowledge that violations of these policies may result in disciplinary actions by completing a User Agreement Form.
- 2. Do not edit posts. Any post that violates the Terms of Use Agreement or disclaimer should be documented for records retention and then deleted from public view. The comment maker should then be notified that he or she has violated the Terms of Agreement, specifying any and all Terms of Use that were violated.
- 3. Any published content is persistent in the public domain. The TCBCC is responsible for all content published by Authorized Users. When speaking on behalf of the County, it should be assumed that all communications are in the public domain and available for publishing and discussion in all forms of media.
- 4. All employees should understand the perception of your TCBCC association in online social networks. If you identify yourself as a TCBCC employee or have a public facing position for which your TCBCC association is known to the general public, ensure your profile and related content (even if it is personal and not an official nature) is consistent with how you wish to present yourself as a TCBCC professional, appropriate with the public trust associated with your position, and conforming to existing standards that already exist in TCBCC policies.

Have no expectation of privacy once you have introduced yourself publicly.

Employees should not conduct county business on their personal accounts, nor should they conduct personal business on county accounts.

5. Ensure all content posted by Authorized Users to County social networking accounts represents the County's point of view and not those of individual employees. If you are in doubt, please refer to the County Administrator and the County Attorney's Office.

- 6. Exercise caution while interacting with any External Entity, both known and unknown to the user, and the information that the Entity may provide or post. External Information shall not be utilized, commented on, or re-posted, unless the information has been verified or corroborated as true and accurate by independent and/or reputable resources.
- 7. Remain focused on customer service, the TCBCC mission and existing County commitments. Do not allow Social Media use to interfere with primary job duties, unless such use is a primary duty or an essential job function.
- 8. Respect copyright, fair use and financial disclosure laws. Always protect sensitive information and personally identifiable information. Do not publish or report on conversations that are meant to be pre-decisional or internal to the Board or Taylor County unless leadership or management has authorized the release of such information.
- 9. Ensure Social Media Account implementation and use complies with applicable mandates, including, but not limited to: TCBCC Policy 2.05 Sections 257.36(5)(b) and (6), 119.07, 119.011(11), and 119.021, Florida Statutes. Rules 1-2.0031, 1B-24, 1B-26.003, and 1B-26.0021, Florida Administrative Code and any other applicable Federal, State or County policy.

#### **SECURITY GUIDELINES**

In general, approved users should show caution when interacting with external entities, those both known and unknown to the user. If at all in doubt of the legitimacy of any information sent to you, please avoid said information.

The following guidelines should be adhered to:

Employ strong passwords, as defined in TCBCC Policy Section 7 Technology and Information Systems.

Periodically change passwords to Social Media accounts, and immediately communicate any changes to the DTIS.

Refrain from adding, installing, attaching or linking to any additional external services or applications that may potentially grant or enable access to the content, information or posts within the Social Media account.

Use caution when accessing links received from External Entities.

Exercise caution when utilizing shortened links (links that have been shortened for ease of relaying the original link), as these may lead to a malicious site. Avoid clicking on shortened links. Consider requesting the link be re-sent in another form.

Be watchful for spoofed emails and/or website (seemingly official-looking communications that lead the user to a malicious website or attempt to solicit the user's personal or financial information). Consult DTIS regarding any security related matter.

#### **TERMS OF USE STATEMENT**

It shall be the policy of the TCBCC that the following agreement must be continuously and conspicuously posted on each Social Media Account established and maintained by the County, if such capability exists. The agreement shall also be posted on Taylorcountygov.com for easy access:

While this is an open forum, please keep your comments clean and appropriate. Inappropriate comments are subject to deletion by the administrator of this account. If you don't comply with the posting guidelines, an administrator will contact you and your message will be removed. If you post inappropriate content a second time, an administrator will contact you and you will be blocked from posting any more information to the site.

This forum is not monitored at all times. Do NOT use this forum to report emergency situations or time-sensitive issues.

Please keep the following guidelines in mind when posting:

We do not allow graphic, obscene or explicit comments or submissions nor do we allow comments that are abusive, threatening, hateful or intended to defame anyone or any organization or comments that suggest or encourage illegal activity.

Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, gender identity or sexual orientation will not be tolerated.

Content posted by persons whose profile picture or avatar, username or e-mail address contains any of the aforementioned prohibited conduct will not be tolerated.

Content should be related to the subject matter of the social media site where it is posted.

We do not allow solicitations or advertisements. This includes promotion or endorsement of any financial, commercial or non-governmental agency. Similarly, we do not allow attempts to defame or defraud any person or financial, commercial or governmental agency.

We do not allow information intended to compromise the safety or security of the public or public systems.

You participate at your own risk, taking personal responsibility for your comments, your username and any information provided.

All comments are subject to public records law.

The appearance of external links on this site does not constitute official endorsement on behalf of the TCBCC.

# **ENFORCEMENT**

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

RESPONSIBLE DEPARTMENT	
	Technology and Information Systems (DTIS)

Revision Date(s): 00/00/00 (Use this format)

Policy #:	Title:	Effective Date:
2000 05	M	0/00/00/
2009-95	Mosquito Spray Procedure for Private Property	8/06/2012

# PURPOSE

To provide relief to residents whose homes lay outside the effective range of routine spraying by ground adulticide vehicle spray units.

# REFERENCE

Chapter 388.010 F.S.; Chapter 388.181.F.S.

# POLICY

Normal mosquito control spray operations (adulticiding) are performed from County roads. Because of the rural nature of our community many homes lay outside the effective range of the spray vehicle. The intent of this policy is to help control mosquito populations, upon request, by homeowners who are experience adult mosquito problems and are unaffected by routine spraying.

Taylor County will enter upon private property to perform adulticide operations under the following terms and conditions:

- 1. Residents requesting on-property spraying must obtain a Mosquito Spraying Hold Harmless Agreement, review and sign it, and return the document to the Environmental Services office.
- 2. Upon receipt of the signed agreement, county staff will visit the property to inspect the property to: a) Positively identify the correct property, 2) insure there is adequate area for the vehicle to turn around, 3) that the driveway/house location is clearly marked and displayed so that it is visible to the driver at night.

- 3. Property owners acknowledge that the county is held harmless from running over, toys, pets, vehicles, etc.
- 4. Spray operations during the summer may take place at anytime between the hours of 8:00 p.m. and 4 a.m. in the morning.

Taylor County Mosquito Control staff will monitor the number of request and shall review the effect of the number of requests on operations. Should operations become compromised, staff will report back to the County Administrator and Board for a review of this policy.

Note: This program is contingent upon availability of funds.

# RESPONSIBLE DEPARTMENT

**Environmental Services** 

# DATE ISSUED/SUNSET DATE

Issue Date: 8/06/2012

Sunset Date: 03/01/2019

Last Updated: 11/03/08