

AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

MONDAY, MARCH 6, 2017  
6:00 P.M.

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

REGULAR MEETING

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 (Guest Pastor)
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA

CONSENT ITEMS:

4. APPROVAL OF MINUTES - NONE
5. EXAMINATION AND APPROVAL OF INVOICES.

AWARDS AND RECOGNITION:

6. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION OF APPRECIATION TO HUNTER AND HOLLY BANKEY FOR THEIR DONATION TO TAYLOR COUNTY TO PURCHASE A FIFTEEN (15) PASSENGER VAN FOR USE BY THE COUNTY EXTENSION OFFICE.

BIDS/PUBLIC HEARINGS:

7. THE BOARD TO RECEIVE BIDS FOR CONSTRUCTION OF THE TAYLOR COASTAL NAVIGATIONAL AIDS-BIRD RACKS & RIVER ENTRANCE MARKERS, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
8. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE TO ADD AN ADDITIONAL NO-WAKE ZONE (SPRING WARRIOR) TO ORDINANCE NO. 2000-6 (SECTION 78-2) OF THE TAYLOR COUNTY CODE OF ORDINANCES.
9. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE AMENDING THE TAYLOR COUNTY CODE OF ORDINANCES, TO EXPAND THE LIMITS OF GOLF CART OPERATION AT KEATON BEACH.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENT UNITS:

10. THE BOARD TO CONSIDER A REQUEST OF SHERIFF WAYNE PADGETT, TO ACCEPT A 2005 RAPISCAN 515 X-RAY MACHINE FOR THE COURTHOUSE SECURITY CHECK POINT FROM COLUMBIA COUNTY SHERIFF'S OFFICE, AT NO COST TO THE COUNTY.
11. THE BOARD TO CONSIDER FILLING A VACANCY ON THE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA) BOARD, WITH APPLICANT DON EVERETT JR., AS AGENDAED BY SCOTT FREDERICK, TCDA DIRECTOR.

COUNTY STAFF ITEMS:

12. THE BOARD TO DISCUSS THE STEPHENS SPRINGS RESTORATION PROJECT, LOCATED IN STEINHATCHEE, AND CONSIDER RESCINDING PRIOR ACTION OF THE BOARD AND AWARDING THE BID TO THE NEXT BIDDER, UNDERWATER MECHANIX SERVICES, LLC, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
13. THE BOARD TO CONSIDER ACCEPTING THE BID RECEIVED FROM A-LERT CONSTRUCTION, FOR CONSTRUCTION OF A "FIRE TRAINING TOWER", AND TO ALLOCATE FUNDS TO FIRE DEPARTMENT BUDGET FOR CONSTRUCTION, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.

14. THE BOARD TO CONSIDER ACCEPTING THE BID RECEIVED FROM GOVERNMENT SERVICES GROUP (GSG), TO CONDUCT AND IMPLEMENT A FIRE ASSESSMENT FEE STUDY, AND TO RE-ALLOCATE FUNDS FROM MSTU RESERVE TO FIRE DEPARTMENT BUDGET FOR SERVICES, AS AGENDAED BY THE FIRE CHIEF.

GENERAL BUSINESS:

15. THE BOARD TO DISCUSS GARBAGE ROLL-OFF SITE HOURS OF OPERATION, AS AGENDAED BY COMMISSIONER RUSSELL.
16. THE BOARD TO CONSIDER PETITION TO ABANDON AN ALLEY LOCATED IN BLOCK 84 STEINHATCHEE SUBDIVISION, BETWEEN 2<sup>ND</sup>. STREET SE AND 3<sup>RD</sup>. STREET SE, AS AGENDAED BY TED LAKEY, COUNTY ADMINISTRATOR.

COUNTY ADMINISTRATOR ITEMS:

17. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE: [www.taylorcountygov.com](http://www.taylorcountygov.com)
- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT JAMI BOOTHBY, ASSISTANT TO THE COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

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

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA; THANKING HUNTER AND HOLLY BANKEY FOR THEIR GENEROUS DONATION TO FUND THE PURCHASE OF A FIFTEEN (15) PASSENGER VAN FOR THE TAYLOR COUNTY EXTENSION OFFICE TO SUPPORT 4-H/COUNTY EXTENSION PROGRAMMING EFFORTS.**

**WHEREAS**, the Board of County Commissioners wish to honor and thank Hunter and Holly Bankey for their most generous donation, and

**WHEREAS**, the Bankey's have donated the sum of \$34,915 to fund the purchase of a fifteen (15) passenger van for the Taylor County Extension Office to support 4-H/Counter Extension Programming Efforts, and

**WHEREAS**, the Board wishes to honor the Bankey's as great citizens of our County.

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

1. The Board thanks the Bankey's publicly for the most generous donation.
2. The Board honors the Bankey's for their wonderful contribution to our County.
3. This Resolution shall be put in the Board's records.

**PASSED AND ADOPTED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2017.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: \_\_\_\_\_  
PAM FEAGLE, Chairperson

ATTEST:

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY TO ADD ADDITIONAL NO WAKE ZONE TO ORDINANCE NO. 2000-6 (SECTION 78-2) OF THE TAYLOR COUNTY CODE TO PROVIDE FOR THE PROTECTION OF LIFE AND TO PREVENT DAMAGE OR INJURY TO LIFE, BY SETTING IDLE SPEED OR NO WAKE ZONE IN CERTAIN AREAS OF SPRING WARRIOR IN TAYLOR COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Taylor County, Florida, have determined that there should be an idle speed or No Wake Zone in the Spring Warrior area of Taylor County, Florida.

THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA THAT:

**Section 1. Purposes.**

It is the purpose of this Ordinance to add a No Wake Zone to Ordinance 2000-6 (Section 78-2) Taylor County Code, and to provide for the protection of life and to prevent damage or injury to life, by setting an idle speed or No Wake Zone in certain areas of Spring Warrior, in Taylor County, Florida.

**Section 2. Definitions.**

The *Waters of Spring Warrior* means the waters landward from the point 29°55'27" N and resume normal operation means waters seaward from the point 83°40'46" W.

*Vessel or motorboat* means a motor propelled or artificially propelled vehicle and every other description of boat, motorcraft, barge and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on water, to include jet skis and nondisplacement craft.

*Idle speed no-wake* indicates a restricted or controlled zone which has been established to protect the interests of the public. Idle speed no-wake means that a vessel cannot proceed at a speed greater than the speed which is necessary to maintain steerageway.

*Other terms* unless the context clearly requires a different meaning, or one is specifically set out herein, then the words and terms used herein are to be defined and applied as set forth in F.S. Ch. 327, and the amendments thereto as may be passed from time to time.

### **Section 3. Prohibited.**

It shall be unlawful to operate any vessel or motorboat in excess of idle speed or to cause a wake in Spring Warrior landward of the point 29°55'27" N.

### **Section 4. Areas of designation with regulatory markers.**

The areas designated as idle speed no wake shall be plainly marked with Florida Uniform Waterway markers, according to the rules of the department of environmental protection of the State of Florida, and in compliance with Florida Chapter 327 and 16N-23, Florida Administrative Code.

**Section 5. Penalties.**

Any person violating any provision of this Ordinance shall be guilty of a noncriminal infraction as provided in F. S. Ch. 327.

**Section 6. Severability.** If any section, portion or phrase of this Ordinance is ruled invalid or unconstitutional by any court of competent jurisdiction the remainder of this Ordinance shall remain in full force and effect.

**Section 7. Effective Date.** This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this \_\_\_\_ day of \_\_\_\_\_, 2017.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

\_\_\_\_\_  
PAM FEAGLE, Chairperson

ATTEST

\_\_\_\_\_  
ANNIE MAE MURPHY,  
Clerk of Court

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS WHICH AMENDS SECTION 74-4(3)(C) OF THE TAYLOR COUNTY CODE OF ORDINANCES WHICH EXPANDS THE LIMITS OF GOLF CART OPERATION AT KEATON BEACH FROM JODY MORGAN GRADE TO JL GIBSON ROAD; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners have received a request to expand the operation of golf carts in the Keaton Beach area and the Board having found it to be in the interest of the citizens of the beach area of Taylor County to expand the limit of golf cart operation at Keaton Beach from the Jody Morgan Grade to JL Gibson Road.

**THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA THAT:**

**Section 1.** Section 74-4(3)(c) is amended to read that a golf cart may be operated at Keaton Beach "from the Jody Morgan Grade to JL Gibson Road and all throughout the Keaton Beach area".

**Section 2.** Severability. If any section, portion or phrase of this Ordinance is ruled invalid or unconstitutional by any court of competent jurisdiction the remainder of this Ordinance shall remain in full force and effect.

**Section 3. Effective Date.** This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this \_\_\_\_ day of \_\_\_\_\_, 2017.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

\_\_\_\_\_  
PAM FEAGLE, Chairperson

ATTEST

\_\_\_\_\_  
ANNIE MAE MURPHY,  
Clerk of Court

# Sheriff



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WAYNE PADGETT – TAYLOR COUNTY

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

February 23, 2017

The Board of County Commissioners:

In reference to the x-ray machine at The Taylor County Court House security check point. I have been notified by Lt. Sweat at Columbia County Sheriff's Office, who is over the security at the courthouse in Columbia County. He advised me that they have purchased another x-ray machine for the check point and had the older one and was wondering if we would be interested in it. The machine in question is a Rapiscan 515, 2005. We would like to take advantage of the opportunity to get this machine. Our machine is a 1998 model, this will give us a newer model machine and update us so our security will be more advanced. The best part of this opportunity is that the machine is free and no cost to the county or The Sheriff's Department.

Thank you for your consideration on this opportunity.

A handwritten signature in black ink that reads "Wayne Padgett". The signature is stylized with a long horizontal line extending from the end.

Wayne Padgett, Sheriff  
Taylor County Sheriff's Office

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER AND VOTE ON FILLING A VACANCY ON THE TCDA BOARD WITH APPLICANT DON EVERETT JR., AS AGENDAED BY SCOTT FREDERICK, TCDA DIRECTOR.

**MEETING DATE REQUESTED:**

MARCH 6, 2017

**Statement of Issue:**

THE BOARD TO CONSIDER AND VOTE ON FILLING A VACANCY ON THE TCDA BOARD WITH APPLICANT DON EVERETT JR., AS AGENDAED BY SCOTT FREDERICK, TCDA DIRECTOR.

**Recommended Action:** APPOINTMENT

**Fiscal Impact:** N/A

**Budgeted Expense:**

**Submitted By:** SCOTT FREDERICK, TCDA DIRECTOR

**Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:** APPLICATION



# NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

## TAYLOR COUNTY DEVELOPMENT AUTHORITY

### BOARD OF DIRECTORS APPLICATION

The applicant must be 18 years old or older.

Name: DON EVERETT, JR.

Phone: 850-838-7068

Address: 200 BISHOP BLVD

email: DEVERETT@CWAFLA.COM

Applicant is:

Yes No

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | A resident of Taylor County                          |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to attend all board meetings                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to complete a two-year term                  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to support TCDA's main goal of job creation  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to attend annual strategic planning sessions |

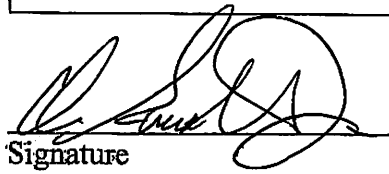
Please explain your interest in serving on the TCDA board:

Economic development advocate.

Experiences or qualifications:

Private sector experience in development of retail and commercial operations.

Other:

  
Signature

12/7/16  
Date

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Board to discuss the Stephens Springs Restoration Project located in Steinhatchee. Staff working with the project is requesting the contract and Notice to Proceed not to be issued to Deyoung Construction Company and to award the bid to next bidder as allowable and as per bid documents if the project costs can be negotiated with the bidder to be within budget.

**MEETING DATE REQUESTED:**

March 6, 2017

**Statement of Issue:** DeYoung Construction has not provided staff adequate Workmen's Compensation documentation and Mr. DeYoung has indicated to staff that the primary contractor will be Johnie White Sanitation who is not licensed with the State of Florida, Department of Business and Professional Regulation as required in the bid documents and the Suwannee River Water Management District ERP General Permit ERP-123-225824-1.

**Recommended Action:** Staff is requesting the bid awarded to Deyoung Construction Company be rescinded and authorize staff to work with Underwater Mechanix Services, LLC and Suwannee River Water Management District (SRWMD) on negotiating the project costs to meet funding constraints.

**Fiscal Impact:** The County has been awarded a RIVER grant in the amount of \$97,325.00 for the restoration of Stephens Springs. Ray Raker with Underwater Mechanix Services, LLC has indicated to staff they would be very willing to work with the County and SRWMD on the project costs to work within budget and available funding. The County will be providing an "in kind" match with staff administrative support and project management and engineering services provided by qualified volunteers in Steinhatchee. No cash is being provided by the County.

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

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Deyoung Construction Co. had thirty (30) days after execution of the Standard Form of Agreement to comply with the insurance requirements outlined in the bid documents and the Agreement which are as follows:

**Article 7**

**7.1** The Declaration Page from the insurance policy, showing Workmen's Compensation Insurance, must include all employees working on the project. Contractor must provide insurance documents within thirty days (30) days of execution of Agreement. The Contractor is hereby advised that the bid will be given to the next highest respondent who meets all proposal specification if the required insurance is not provided to the County within thirty (30) days of execution of the Agreement. There are no exceptions to the insurance requirements.

**7.2** Only employees of the Contractor who are listed on the Workmen's Compensation Declaration Page are permitted at the job site. Other than employees of the Contractor, no other individuals shall be onsite during working hours other than County staff, the Project Manager, Project Engineer, and Suwannee River Water Management District.

**Article 5**

**5.5** Contractor will be responsible for the safe operation of their equipment and storage of their equipment outside of operation at the project site. Bidder will be responsible for employees and activities involved in the Stephens Springs Restoration Project.

**5.6** Contractor certifies that contractor is licensed by the State of Florida, Department of Business and Professional Regulation, and is qualified and eligible to complete the project per the scope of work outlined in the bid documents and per Suwannee River Water Management District ERP General Permit: ERP-123-2258-24-1.

**The Memorandum of Agreement for the RIVER Cost Share Agreement SRWMD contract #16/17-050 executed November 17, 2016 between the County and SRWMD states the following in Exhibit C, Funding Conditions and Reimbursement Schedule:**

**4.** Upon completion of construction, provide to the District a letter certifying that the project improvements as described in Exhibit "A" have been installed in compliance with vendor specification and according to plans and per any required permits or approvals.

**Staff as well as the Project Manager has made every effort to work with Deyoung Construction Co. When submitting the bid, DeYoung did not provide a detailed description of how the project Scope of Work would be completed as required in Attachment C of the bid documents. As Deyoung was the low bidder and a local contractor , Mr. DeYoung was given an additional ten days to provide a description of how the work would be completed. It should be noted, Underwater Mechanix Services, LLC did provide a detailed description of how the project would be completed as per Attachment C of the bid documents and proof of Workmen's Compensation Insurance upon submission of their bid documents. The Board approved the Notice to Bidders and bid documents at the October 18, 2016 meeting and the Standard Form of Agreement at the January 17, 2017 meeting.**

**Attachments: Applicable pages from the Standard Form of Agreement, Bid Documents, Notice to Bidders, documents provided to County by DeYoung Construction in reference to Workmen's Compensation Insurance, and Notice To Proceed should the Board choose not to accept staff recommendation .**



**STANDARD FORM OF AGREEMENT**

THIS AGREEMENT is dated as of the 24th day of January in the year 2017 by and between the Taylor County Board of County Commissioners (hereinafter called Owner) and Deyoung Construction Company (hereinafter called Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. SCOPE OF WORK.**

Contractor shall complete the following work as specified or indicated in the Bid Documents. The Scope of Work is described as follows:

1.1 The project scope of work will include the removal of a minimum of 200 cubic feet of sediment, debris and rubble from the spring pool, run, and bank, stabilization of the bank, and the construction of a stormwater retention area, which includes ditch enlargement, drainage pipe installation, and weir improvements. The scope of work also includes construction of a sod parking area, the placing of large rocks around the perimeter of the parking area and planting of native vegetation in the natural areas disturbed by construction.

**Article 2. CONTRACT TIMES.**

2.1 The scope of work, as per the bid documents, shall be complete within 120 calendar days after the issuance of the Notice to Proceed. All terms of Attachment A **MUST** be met and abided by.

2.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 2.1 above. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring of such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount specified in paragraph 2.3 for each day that expires after the time specified in paragraph 2.1 until the work is complete.

2.3 Liquidated damages, based upon the original contract amount of \$ 85,200.00, will be Two-Hundred dollars (\$200.00) per calendar day.

2.4 A Contract Time extension will only be granted for extenuating circumstances and upon approval by the Project Manager, Owner, and Suwannee River Management District.

**Article 3. CONTRACT PRICE.**

3.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract and Bid Documents an amount of \$ 85,200.00 as per the attached Contractor bid. Change Orders **must** be approved by the Project Manager and an authorized representative of the Owner.

3.2 Change Orders will only be approved if the change has a direct impact on the long term protection and stability of the spring or is requested by Suwannee River Water Management District.

**Article 4. PAYMENT PROCEDURES.**

4.1 Work must be completed and approved within 120 days of the issuance of the Notice to Proceed. Contractor may make a request for partial payment when project is 50% complete. Contractor may make a pay request for balance due



upon 100% completion. A 10% retainage will be withheld until final approval of work completion by Owner and Suwannee River Water Management District, the funding agency for the project. Invoicing for project shall be by bid line items. Contractors invoice will be approved by Project Manager and appropriate County staff prior to being processed for payment.

4.2 Change Orders above the original contract amount shall only be approved for corrections or changes to the scope of work that have a direct impact on the long term protection and stability of the spring pool or if requested by Suwannee River Water Management District and/or other applicable regulatory agencies affiliated with the project.

4.3 Contractor must provide proof of payment to all vendors, sub-contractors, suppliers, Contractor employees and anyone associated with project who will be receiving payment for any aspects of the project Scope of Work with each pay request. Pay requests will not be processed for payment without this information and documentation.

#### Article 5. CONTRACTOR'S REPRESENTATIONS.

5.1 Contractor examined and carefully studied the Bidding Documents and Addenda (if applicable) prior to submitting bid.

5.2 Contractor has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and finishing of the work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and finishing of the work.

5.4 Contractor has correlated the information known to Bidder, information and observations from visits to the site, reports, permitting, and drawings identified in the Bid document.

5.5 Contractor will be responsible for the safe operation of their equipment and storage of their equipment outside of operation at the project site. Bidder shall be responsible for employees and activities involved in the Stephen's Spring Restoration Project.

5.6 Contractor certifies that Contractor is licensed by the State of Florida, Department of Business and Professional Regulation, and is qualified and eligible to complete the project per the scope of work outlined in the bid documents and per Suwannee River Water Management District ERP General Permit: ERP-123-225824-1.

#### Article 6. GENERAL CONDITIONS AND MISCELLANEOUS.

6.1 All Work must be completed in accordance with the Suwannee River Water Management District ERP General Permit Number ERP-123-225824-1. The ERP is an attachment to this document.

6.2 Drawings #1 thru 5 show minimum construction standards. Any changes to Drawing Specifications must be approved by the Project Manager and appropriate Taylor County Board of Commissioners staff. Drawings #1 thru 5 indicate the items in the Scope of Work of the project contract with the exception of the wooden privacy fence which is excluded in the contract. The Plan Drawings are an attachment to this document.

6.3 Construction activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed in accordance with the State of Florida Erosion and Sediment Control



Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), available at [www.dep.state.fl.us/water/wetlands/docs/erp/FLerosionSedimentManual607.pdf](http://www.dep.state.fl.us/water/wetlands/docs/erp/FLerosionSedimentManual607.pdf), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), available at [www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf](http://www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf).

6.4 Contractor shall be responsible for removal of all sand, silt, and debris removal from spring and immediate area and the disposal thereof.

6.5 Excavated dirt from site may be used to maintain final grade elevations if dirt is clean and free of debris and contaminants. If there is excess clean dirt remaining it should be placed and used in the proposed picnic area. Dirt with debris or any contaminants shall be removed from site by Contractor and disposed thereof.

6.6 All dirt in the construction areas will be regraded, per the finish elevations as specified in the site Plan Drawings Pages #1-5.

6.7 Contractor shall provide all equipment, materials, and labor in strict accordance with ERP General Permit Number ERP-123-225824-1, in Plan Drawings Pages #1 thru 5, and as specified in bid documents for the Stephens Spring Restoration Project.

6.8 Large rocks which have been obtained for the project site are to be placed around the perimeter of the sod parking area by the Contractor. Should there be remaining rocks they will be placed on the right of way on Third Avenue adjacent to the project site. The rocks shall be spaced with 36" clear between rocks. The Project Manager will provide the Contractor guidance as to where to place the extra rocks.

6.9 The new spring pond entry area will have an 8:1 slope starting at the bottom of the spring pond. The sand shall be beach quality clean masonry sand with a minimum depth of 3".

6.10 In the event there is excess sod remaining after the restoration work is complete, it shall be placed in the future proposed picnic area. The Project Manager will provide guidance to the Contractor where to place the excess sod.

6.11 All disturbed areas, including intertidal slopes, shall be stabilized and re-vegetated with appropriate non-invasive, annual ground cover vegetation within 72 hours after completion of construction. St. Augustine sod shall be used in the ground cover vegetation.

6.12 Riprap material shall be clean limestone, granite, other native rock, or clean rebar-free concrete rubble in accordance with the drawings.

6.13 Except as otherwise allowed in the ERP general permit, fill material used to backfill dredge holes or planting areas shall comply with the standard of not more than 10 percent of the material passing through a number 200 standard sieve and containing no more than 10 percent organic content, and be free of contaminants that cause violations of state water quality standards.

6.14 Turbidity shall be monitored at least twice daily during construction. Monitoring records shall be maintained and available for inspection by Suwannee River Water Management District.



6.15 Existing sand cement bags which have been used to stabilize walls of spring pond shall be used as specified on Page #5 of 5 of the Plan Drawings. Limestone rubble and concrete which will be used in the stabilization of the spring pond walls must meet the specifications of Page #5 of 5 of the Plan Drawings and the specifications of the ERP General Permit. If there are excess sand concrete bags they shall be removed from the project site by the Contractor and disposed of.

6.16 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.17 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.18 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.19 In the event any litigation arises, the venue of all such cases shall be in Taylor County, Florida and the prevailing party is entitled to reasonable attorney fees and costs.

#### **Article 7. INSURANCE REQUIREMENTS.**

**7.1** Contractor is required to have General Liability and Workmen's Compensation Insurance. The Contractor must provide a Certificate of Insurance showing \$1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured. The Certificate of Insurance must be provided within 30 days of execution of Agreement in the amount stated. The Declaration Page from the insurance policy, showing Workmen's Compensation Insurance, must include all employees working on the project. Contractor must provide the required insurance documents within thirty (30) days of the execution of Agreement. The Contractor is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications if the required insurance is not provided to the County within thirty (30) days of execution of the Agreement. There are no exceptions to the insurance requirements.

**7.2** Only employees of the Contractor who are listed on the Workmen's Compensation Declaration Page are permitted at the job site. Other than employees of the Contractor, no other individuals shall be onsite during working hours other than County staff, the Project Manager, Project Engineer, and Suwannee River Water Management District.

**7.3** The Notice to Proceed will not be issued and the Contractor will not begin work at the site or move equipment or material to the site until the County is provided the required insurance documents.



**Article 8. CONTRACT DOCUMENTS.**

- 8.1 This Agreement (pages 1 to 6, inclusive)
- 8.2 Required Bonds (if applicable) and Proof of Insurance(s) as per Bid Documents
- 8.3 Notice to Proceed
- 8.4 Contractors Bid Proposal
- 8.5 Suwannee River Water Management District ERP General Permit ERP-123-225824-1
- 8.6 Drawings consisting of Pages #1 through 5.
- 8.7 Addenda numbers 1 to 1, inclusive
- 8.8 The following which may be delivered or issued after the Effective Date of Agreement and are not attached hereto:  
  
All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to 3.1 and 4.2 of the Agreement.



TAYLOR COUNTY BOARD OF COMMISSIONERS  
STANDARD FORM OF AGREEMENT

STEPHENS SPRING RESTORATION PROJECT  
STEINHATCHEE, FLORIDA

IN WITNESS WHEREOF, Owner, and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Suwannee River Water Management District. The Contract Documents have been signed by Owner, and the Contractor.

This Agreement will be effective on January 24, 2017.

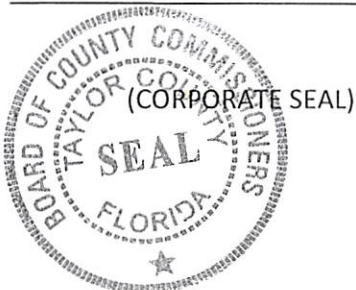
**OWNER:**

TAYLOR COUNTY BOARD OF  
COUNTY COMMISSIONERS

Signed: [Signature]

Printed Name: Pam Feagle

Title: Chairman



**ATTEST**

Signed: [Signature]

Printed Name: Annie Mae Murphy

Title: Clerk of Court

Address for giving notices:

Melody Cox, Grants Administrator

Taylor County

201 East Green Street

Perry, Florida 32347

**CONTRACTOR**

De Young Construction Co  
*If Contractor is a corporation, attach evidence of authority to sign.*

Signed: [Signature]

Printed Name: EDWARD DEYOUNG

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



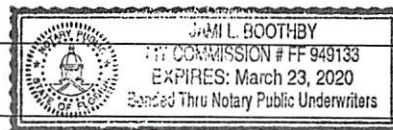
**ATTEST**

Signed: [Signature]

Printed Name: Jami L. Boothby

Title: Notary

Address for giving notices:





# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

## NOTICE OF REQUEST FOR BIDS

The Taylor County Board of County Commissioners is soliciting bids for **STEPHEN'S SPRING RESTORATION PROJECT, STEINHATCHEE, FLORIDA.**

The project scope of work will include the removal of a minimum of 200 cubic feet of sediment, debris and rubble from the spring pool, run, and bank, stabilization of the bank, and the construction of a stormwater retention area, which includes ditch enlargement, drainage pipe installation, and weir improvements. The scope of work also includes construction of a sod parking area, the placing of large rocks around the perimeter of the parking area and planting of native vegetation in the natural areas disturbed by construction.

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked "**Sealed bids for 'STEPHEN'S SPRING RESTORATION PROJECT, STEINHATCHEE, FLORIDA.'**" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than **4:00 PM**, local time, on **FRIDAY, NOVEMBER 18, 2016**. All bids **MUST** have name and mailing address clearly shown on the outside of the envelope or package when submitted. Bids will be opened and respondents announced at **6:00 PM November 21, 2016** local time, or as soon thereafter as practical, at Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

A **mandatory** pre-bid meeting will be held at Stephen's Spring on Wednesday, November 2, 2016 at 10:00A.M. For additional information on the pre-bid meeting, the Project Manager, Stan Ridgeway, can be contacted at 352-949-7517.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. **No faxed or emailed bids will be accepted. All bids must be submitted in triplicate (1 original and 2 copies).**

### **For additional information and to obtain a bid package contact:**

Melody Cox  
Grants Director  
401 Industrial Park Drive  
Perry, FL 32348  
(850)838-3553

[melody.cox@taylorcountygov.com](mailto:melody.cox@taylorcountygov.com)

or

Jami Boothby  
Grants Coordinator  
401 Industrial Park Drive  
Perry, FL 32348  
(850)838-3553

[grants.assist@taylorcountygov.com](mailto:grants.assist@taylorcountygov.com)

BID PACKAGES MAY ALSO BE OBTAINED FROM [www.taylorcountygov.com](http://www.taylorcountygov.com)

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



## STANDARD FORM OF AGREEMENT

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2017 by and between the **Taylor County Board of County Commissioners (hereinafter called Owner)** and \_\_\_\_\_ **Deyoung Construction Company** (hereinafter called Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### Article 1. SCOPE OF WORK.

Contractor shall complete the following work as specified or indicated in the Bid Documents. The Scope of Work is described as follows:

1.1 The project scope of work will include the removal of a minimum of 200 cubic feet of sediment, debris and rubble from the spring pool, run, and bank, stabilization of the bank, and the construction of a stormwater retention area, which includes ditch enlargement, drainage pipe installation, and weir improvements. The scope of work also includes construction of a sod parking area, the placing of large rocks around the perimeter of the parking area and planting of native vegetation in the natural areas disturbed by construction.

### Article 2. CONTRACT TIMES.

2.1 The scope of work, as per the bid documents, shall be complete within 120 calendar days after the issuance of the Notice to Proceed. All terms of Attachment A **MUST** be met and abided by.

2.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 2.1 above. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring of such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount specified in paragraph 2.3 for each day that expires after the time specified in paragraph 2.1 until the work is complete.

2.3 Liquidated damages, based upon the original contract amount of \$ 85,200.00, will be Two-Hundred dollars (\$200.00) per calendar day.

2.4 A Contract Time extension will only be granted for extenuating circumstances and upon approval by the Project Manager, Owner, and Suwannee River Management District.

### Article 3. CONTRACT PRICE.

3.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract and Bid Documents an amount of \$ 85,200.00 as per the attached Contractor bid. Change Orders **must** be approved by the Project Manager and an authorized representative of the Owner.

3.2 Change Orders will only be approved if the change has a direct impact on the long term protection and stability of the spring or is requested by Suwannee River Water Management District.

### Article 4. PAYMENT PROCEDURES.

4.1 Work must be completed and approved within 120 days of the issuance of the Notice to Proceed. Contractor may make a request for partial payment when project is 50% complete. Contractor may make a pay request for balance due



upon 100% completion. A 10% retainage will be withheld until final approval of work completion by Owner and Suwannee River Water Management District, the funding agency for the project. Invoicing for project shall be by bid line items. Contractors invoice will be approved by Project Manager and appropriate County staff prior to being processed for payment.

4.2 Change Orders above the original contract amount shall only be approved for corrections or changes to the scope of work that have a direct impact on the long term protection and stability of the spring pool or if requested by Suwannee River Water Management District and/or other applicable regulatory agencies affiliated with the project.

4.3 Contractor must provide proof of payment to all vendors, sub-contractors, suppliers, Contractor employees and anyone associated with project who will be receiving payment for any aspects of the project Scope of Work with each pay request. Pay requests will not be processed for payment without this information and documentation.

**Article 5. CONTRACTOR'S REPRESENTATIONS.**

5.1 Contractor examined and carefully studied the Bidding Documents and Addenda (if applicable) prior to submitting bid.

5.2 Contractor has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and finishing of the work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and finishing of the work.

5.4 Contractor has correlated the information known to Bidder, information and observations from visits to the site, reports, permitting, and drawings identified in the Bid document.

5.5 Contractor will be responsible for the safe operation of their equipment and storage of their equipment outside of operation at the project site. Bidder shall be responsible for employees and activities involved in the Stephen's Spring Restoration Project.

5.6 Contractor certifies that Contractor is licensed by the State of Florida, Department of Business and Professional Regulation, and is qualified and eligible to complete the project per the scope of work outlined in the bid documents and per Suwannee River Water Management District ERP General Permit: ERP-123-225824-1.

**Article 6. GENERAL CONDITIONS AND MISCELLANEOUS.**

6.1 All Work must be completed in accordance with the Suwannee River Water Management District ERP General Permit Number ERP-123-225824-1. The ERP is an attachment to this document.

6.2 Drawings #1 thru 5 show minimum construction standards. Any changes to Drawing Specifications must be approved by the Project Manager and appropriate Taylor County Board of Commissioners staff. Drawings #1 thru 5 indicate the items in the Scope of Work of the project contract with the exception of the wooden privacy fence which is excluded in the contract. The Plan Drawings are an attachment to this document.

6.3 Construction activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed in accordance with the State of Florida Erosion and Sediment Control



Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), available at [www.dep.state.fl.us/water/wetlands/docs/erp/FLerosionSedimentManual607.pdf](http://www.dep.state.fl.us/water/wetlands/docs/erp/FLerosionSedimentManual607.pdf), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), available at [www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf](http://www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf).

- 6.4 Contractor shall be responsible for removal of all sand, silt, and debris removal from spring and immediate area and the disposal thereof.
- 6.5 Excavated dirt from site may be used to maintain final grade elevations if dirt is clean and free of debris and contaminants. If there is excess clean dirt remaining it should be placed and used in the proposed picnic area. Dirt with debris or any contaminants shall be removed from site by Contractor and disposed thereof.
- 6.6 All dirt in the construction areas will be regraded, per the finish elevations as specified in the site Plan Drawings Pages #1-5.
- 6.7 Contractor shall provide all equipment, materials, and labor in strict accordance with ERP General Permit Number ERP-123-225824-1, in Plan Drawings Pages #1 thru 5, and as specified in bid documents for the Stephens Spring Restoration Project.
- 6.8 Large rocks which have been obtained for the project site are to be placed around the perimeter of the sod parking area by the Contractor. Should there be remaining rocks they will be placed on the right of way on Third Avenue adjacent to the project site. The rocks shall be spaced with 36" clear between rocks. The Project Manager will provide the Contractor guidance as to where to place the extra rocks.
- 6.9 The new spring pond entry area will have an 8:1 slope starting at the bottom of the spring pond. The sand shall be beach quality clean masonry sand with a minimum depth of 3".
- 6.10 In the event there is excess sod remaining after the restoration work is complete, it shall be placed in the future proposed picnic area. The Project Manager will provide guidance to the Contractor where to place the excess sod.
- 6.11 All disturbed areas, including intertidal slopes, shall be stabilized and re-vegetated with appropriate non-invasive, annual ground cover vegetation within 72 hours after completion of construction. St. Augustine sod shall be used in the ground cover vegetation.
- 6.12 Riprap material shall be clean limestone, granite, other native rock, or clean rebar-free concrete rubble in accordance with the drawings.
- 6.13 Except as otherwise allowed in the ERP general permit, fill material used to backfill dredge holes or planting areas shall comply with the standard of not more than 10 percent of the material passing through a number 200 standard sieve and containing no more than 10 percent organic content, and be free of contaminants that cause violations of state water quality standards.
- 6.14 Turbidity shall be monitored at least twice daily during construction. Monitoring records shall be maintained and available for inspection by Suwannee River Water Management District.



6.15 Existing sand cement bags which have been used to stabilize walls of spring pond shall be used as specified on Page #5 of 5 of the Plan Drawings. Limestone rubble and concrete which will be used in the stabilization of the spring pond walls must meet the specifications of Page #5 of 5 of the Plan Drawings and the specifications of the ERP General Permit. If there are excess sand concrete bags they shall be removed from the project site by the Contractor and disposed of.

6.16 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.17 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.18 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.19 In the event any litigation arises, the venue of all such cases shall be in Taylor County, Florida and the prevailing party is entitled to reasonable attorney fees and costs.

#### Article 7. INSURANCE REQUIREMENTS.

7.1 Contractor is required to have General Liability and Workmen's Compensation Insurance. The Contractor must provide a Certificate of Insurance showing \$1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured. The Certificate of Insurance must be provided within 30 days of execution of Agreement in the amount stated. The Declaration Page from the insurance policy, showing Workmen's Compensation Insurance, must include all employees working on the project. Contractor must provide the required insurance documents within thirty (30) days of the execution of Agreement. The Contractor is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications if the required insurance is not provided to the County within thirty (30) days of execution of the Agreement. There are no exceptions to the insurance requirements.

7.2 Only employees of the Contractor who are listed on the Workmen's Compensation Declaration Page are permitted at the job site. Other than employees of the Contractor, no other individuals shall be onsite during working hours other than County staff, the Project Manager, Project Engineer, and Suwannee River Water Management District.

7.3 The Notice to Proceed will not be issued and the Contractor will not begin work at the site or move equipment or material to the site until the County is provided the required insurance documents.

## GENERAL BID INFORMATION

1. Bid documents shall be obtained from Melody Cox, Grants Director or Jami Boothby, Grants Coordinator at Perry Foley Airport, 401 Industrial Park Drive, Perry, FL 32348 Telephone (850) 838-3553 or [melody.cox@taylorcountygov.com](mailto:melody.cox@taylorcountygov.com) or [grants.assist@taylorcountygov.com](mailto:grants.assist@taylorcountygov.com) Documents may also be obtained from [www.taylorcountygov.com](http://www.taylorcountygov.com).
2. Bids **MUST** be submitted to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than **4:00 PM, local time, FRIDAY, NOVEMBER 18, 2016.**
3. Bids **MUST** be in a sealed envelope plainly marked on the outside: **"SEALED BID FOR STEPHEN'S SPRING RESTORATION PROJECT, STEINHATCHEE, FLORIDA."**
4. All bids **MUST** have a name and mailing address shown on the outside of the envelope or package when submitted.
5. All bids **MUST** be submitted in triplicate (1 original, 2 copies).
6. No faxed or emailed bids will be accepted.
7. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**
8. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
9. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
10. Bids shall be opened and respondents announced on November 21, 2016 at 6:00 PM or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32347.
11. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.
12. It is the responsibility of the responders to fully understand and follow all contract expectations, and to have full understanding of the project site requirements and area limitations.
13. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing \$1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful

respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications. Workmen's Compensation exemptions will be accepted upon providing a current Florida Workman's Compensation Exemption Certificate, and a signed Taylor County Workmen's Compensation Hold Harmless and Indemnity Agreement. Every employee must be listed on the Exemption Certificate. Any responder, who does not furnish the required insurance documents, will not be considered and the bid will be disqualified.

14. Responders who elect to send sealed bids Overnight Express or Federal Express, must send the bid package to the physical address of: Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street Perry FL 32347.

15. For additional information, contact

**Melody Cox**  
**Grants Director**  
401 Industrial Park Drive  
Perry, FL 32348  
(850)838-3553  
[melody.cox@taylorcountygov.com](mailto:melody.cox@taylorcountygov.com)

or

**Jami Boothby**  
**Grants Coordinator**  
401 Industrial Park Drive  
Perry, FL 32348  
(850)838-3553  
[grants.assist@taylorcountygov.com](mailto:grants.assist@taylorcountygov.com)

16. For additional information pertaining to the technical element of the project and/or the requirements of the ERP permit, contact Stan Ridgeway at (352)949-7517.

# BIDDER INFORMATION FOR SCOPE OF WORK STEPHENS SPRING RESTORATION PROJECT

## SCOPE OF WORK

The project scope of work will include the removal of a minimum of 200 cubic feet of sediment, debris and rubble from the spring pool, run, and bank, stabilization of the bank, and the construction of a stormwater retention area, which includes ditch enlargement, drainage pipe installation, and weir improvements. The scope of work also includes construction of a sod parking area, the placing of large rocks around the perimeter of the parking area and planting of native vegetation in the natural areas disturbed by construction.

1. All Work must be completed in accordance with the Suwannee River Water Management District ERP General Permit Number ERP-123-225824-1. The ERP is an attachment to this document.
2. Drawings #1 thru 5 show minimum construction standards. Any changes to Drawing Specifications must be approved by the Project Manager and appropriate Taylor County Board of Commissioners staff. Drawings #1 thru 5 indicate the items in the Scope of Work of the project contract to be awarded with the exception of the wooden privacy fence which is excluded in the contract. The Plan Drawings are an attachment to this document.
3. Construction activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), available at [www.dep.state.fl.us/water/wetlands/docs/erp/FLERosionSedimentManual607.pdf](http://www.dep.state.fl.us/water/wetlands/docs/erp/FLERosionSedimentManual607.pdf), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), available at [www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf](http://www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf).
4. Contractor shall be responsible for removal of all sand, silt, and debris removal from spring and immediate area and the disposal thereof.
5. Excavated dirt from site may be used to maintain final grade elevations if dirt is clean and free of debris and contaminants. If there is excess clean dirt remaining it should be placed and used in the proposed picnic area. Dirt with debris or any contaminants shall be removed from site by Contractor and disposed thereof.
6. All dirt in the construction areas will be regraded, per the finish elevations as specified in the site Plan Drawings Pages #1-5.
7. Contractor shall provide all equipment, materials, and labor in strict accordance with ERP General Permit Number ERP-123-225824-1, in Plan Drawings Pages #1 thru 5, and as specified in bid documents for the Stephens Spring Restoration Project.
8. Large rocks which have been obtained for the project site are to be placed around the perimeter of the sod parking area by the Contractor. Should there be remaining rocks they will be placed on the

## ATTACHMENT A (CONTINUED)

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

Work must be completed and approved within 120 days of the issuance of the Notice to Proceed. Contractors may make a request for partial payment when project is 50% complete. Contractor may make a pay request for balance due upon 100% completion. A 10% retainage will be withheld until final approval of work completion by Taylor County Board of Commissioners and Suwannee River Water Management District, the funding agency for the project. Invoicing for project shall be by bid line items. Contractors invoice will be approved by Project Manager and appropriate County staff prior to being processed for payment. Bidder agrees that the work will be completed within the 120 days of the issuance of the Notice to Proceed and agrees to liquidated damages in the amount of \$200.00 per day in the event of failure to complete the work within the time specified. I agree that change orders above the original contract amount shall only be approved for corrections or changes to the scope of work that have a direct impact on the long term protection and stability of the spring pool or if requested by Suwannee River Water Management District and/or other applicable regulatory agencies affiliated with the project.

In submitting this bid, Bidder represents the following:

- A. Bidder has examined and carefully studied the Bidding Documents and Addenda (if applicable).**
- B. Bidder has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and finishing 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, performance and finishing of the work.**
- D. Bidder has correlated the information known to Bidder, information and observations from visits to the site, reports, permitting, and drawings identified in the Bid document.**
- E. Bidder will be responsible for the safe operation of their equipment and storage of their equipment outside of operation at the project site. Bidder shall be responsible for employees and activities involved in the Stephen's Spring Restoration Project.**

This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, associate, organization or corporation to refrain from bidding, and Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner (Taylor County Board of Commissioners and employees thereof). I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am qualified and eligible to complete the project per the scope of work outlined in the bid documents and per Suwannee River Water Management District ERP General Permit: ERP-123-225824-1.



# SUWANNEE RIVER WATER MANAGEMENT DISTRICT

November 17, 2016

DON QUINCEY  
Chairman  
Chiefland, Florida

ALPHONAS ALEXANDER  
Vice Chairman  
Madison, Florida

VIRGINIA H. JOHNS  
Secretary/Treasurer  
Alachua, Florida

KEVIN BROWN  
Alachua, Florida

GARY F. JONES  
Old Town, Florida

VIRGINIA M. SANCHEZ  
Old Town, Florida

RICHARD SCHWAB  
Perry, Florida

BRADLEY WILLIAMS  
Monticello, Florida

VACANT  
At Large

NOAH VALENSTEIN  
Executive Director

Melody Cox  
Director of Grants and Social Services  
201 E. Green Street  
Perry, Florida 32347

Subject: RIVER Cost Share Agreement

Dear Ms. Cox:

Enclosed for your files is the fully executed contract for Cost Share Assistance for the Taylor County Stephens Springs Restoration Project. This letter will also serve as your notice to proceed.

Please feel free to contact the project manager Patrick Webster at 386.647.3126 with any questions regarding this contract.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gwen Lord".

Gwendolyn A. Lord, CPPB  
Senior Procurement Specialist

/gal

cc: Patrick Webster  
Jamie S. Bell

Enclosures

EXHIBIT C  
FUNDING CONDITIONS AND REIMBURSEMENT SCHEDULE

Project Name: Stephens Springs Restoration Project

COST SHARE REIMBURSEMENT: Upon completion of the installation of equipment and materials as set out in Exhibit "A", the DISTRICT shall reimburse the COOPERATOR the maximum cost share reimbursement set out in Exhibit "B". Provided, that for the COOPERATOR to be entitled to such reimbursement, the COOPERATOR shall:

1. Comply with all requirements of this AGREEMENT, including, without limitation, the completion of the improvements within the time provided. Provided that the DISTRICT may, at its sole discretion, grant an extension of time for completion for good cause shown.
2. Invoice the DISTRICT for the amounts due under this AGREEMENT on a monthly basis or as agreed to by both parties, until project is complete or until DISTRICT's portion of funding has been allocated. Such invoice shall contain copies of all invoices and cancelled checks to vendors showing the amount paid for all materials which are being reimbursed by the DISTRICT and the date of installation of such items. Such invoice must also include the following certification, and the COOPERATOR hereby agrees to delegate authority to its Project Manager as identified in this contract, to affirm said certification:

"I hereby certify that costs requested for payment, as represented in this invoice, are for the improvements as specified in the project in accordance with the agreement between the Suwannee River Water Management District and the Taylor County Board of County Commissioners, No. 16/17-050, are allowable, allocable, properly documented, and are in accordance with the approved budget and scope of work."

3. All installations and/or retrofits to be completed within 180 days from the execution of this AGREEMENT.
4. Upon completion of construction, provide to the DISTRICT a letter certifying that the project improvements as described in Exhibit "A" have been installed in compliance with vendor specifications and according to plans and per any required permits or approvals.

At all times during this contract term, the DISTRICT, through its staff and agents shall have the right to, from time to time, enter the applicable real property and inspect the improvements in a reasonable manner and at reasonable times with prior notification to document compliance with this contract.

Upon receipt of an invoice from the COOPERATOR, DISTRICT staff shall have the right to visit the site to verify the purchase of materials and installation as described in Exhibits "A" and "B".

Reimbursement payments shall be processed and payable no later than 45 days after the receipt of the COOPERATOR's invoice and information as specified in this AGREEMENT.



February 14, 2017  
Melody Cox  
Taylor County

Dear Ms Cox,

Edward Deyoung has contracted with Convergence Employee Leasing to provide various payroll services and to provide workers' compensation coverage for the employees of Edward Deyoung.

Once a contract date has been established between Edward Deyoung and Convergence, you will receive proof of coverage via a certificate of insurance listing Taylor County Board of Commissioners as official certholder.

Please accept this communication as proof of intent to cover Edward Deyoung upon contract date. Please feel free to contact me if you have any questions

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Feezor".

Matthew Feezor  
Sales Representative  
904-910-2129  
mfeezor@convergencepeo.com



February 14, 2017  
Melody Cox  
Taylor County

Dear Ms Cox,

Johnnie White Sanitation, LLC has contracted with Convergence Employee Leasing to provide various payroll services and to provide workers' compensation coverage for the employees of Johnnie White Sanitation.

Once a contract date has been established between Johnnie White Sanitation and Convergence, you will receive proof of coverage via a certificate of insurance listing Taylor County Board of Commissioners as official certholder.

Please accept this communication as proof of intent to cover Johnnie White Sanitation, LLC upon contract date. Please feel free to contact me if you have any questions

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Feezor", with a long horizontal flourish extending to the right.

Matthew Feezor  
Sales Representative  
904-910-2129  
mfeezor@convergencepeo.com



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

## NOTICE TO PROCEED

TO: Deyoung Construction Company  
P.O. Box 431  
Steinhatchee, Florida 32359

Date: \_\_\_\_\_, 2017

PROJECT: STEPHENS SPRING RESTORATION PROJECT  
STEINHATCHEE, FLORIDA

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, on or before \_\_\_\_\_ (NTP) and you are to substantially complete the WORK within **110 calendar days** from NTP, on \_\_\_\_\_. Final completion of all WORK will be within **120 calendar days** of the issuance of the NTP. The date of completion of all WORK is therefore \_\_\_\_\_.

In case of failure on the part of the CONTRACTOR to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by the Taylor County Board of County Commissioners, the County will suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore the CONTRACTOR shall pay to the COUNTY, as liquidated damages, the sum of **\$200.00** for each calendar day of delay that actual completion extends beyond the time limit specified until reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the CONTRACTOR. **Contractor must abide by ALL terms of the Standard Form of Agreement and Bid Documents.**

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

Contractor **must** notify the County at least 24 hours prior to beginning work at 850-838-3553 or at [melody.cox@taylorcountygov.com](mailto:melody.cox@taylorcountygov.com).

Taylor County Board of County Commissioners  
**OWNER**

BY: \_\_\_\_\_  
Pam Feagle  
TITLE: **Chairman**

## ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

Deyoung Construction Company  
Company Name

This \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name

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

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Fire Training Tower Construction

**Meeting Date:**

3/6/2017

**Statement of Issue:** The Board to approve awarding the bid received from A-lert Construction  
to building a "Fire Training Tower" and to allocate funds to Fire Department Budget for construction.

**Recommendation:** \_\_\_\_\_

**Fiscal Impact:** \$ 27,779.35 **Budgeted Expense:** Yes ☐ No ☒ N/A ☐

**Submitted By:** Dan Cassel

**Contact:** \_\_\_\_\_

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Options for construction

Complete construction by contractor cost to county \$27,779.35

General Construction by contractor, foundation/ fence by special projects - \$17,658.95

Fire Department is unable to training new volunteer applicants without burn facility.

**Options:** 1. \_\_\_\_\_

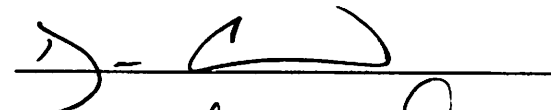
2. \_\_\_\_\_

**Attachments:** 1. \_\_\_\_\_

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

# Fire Tower Construction

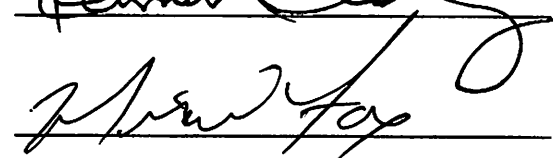
Required Items	Company Name	
	A-lert Construction Services, LLC	Fire Blast Global
Liability/ Insurance Statement	√	√
Workers Comp Insurance or Exemption	√	Not Included
Hold Harmless Release/ Insurance	√	√
Public Entity and Crimes	√	√
Business/ Contractor License/ Registration		
Project References	√	√
Location of Office Serving Taylor County Foundation	Valdosta, GA (Satellite Office Perry, FL)	Corona, CA
	\$11,295.60	\$26,267.50
Storage Container	\$5,649.60	\$2,465.00
General Construction	\$38,009.35	\$135,555.75
Fencing	\$8,824.80	\$22,610.00
Lump Price	\$63,779.35	\$186,898.25



Dan Cassel, TCFR Fire Chief



Kenneth Dudley, County Engineer



Michael Fox, TCFR Lieutenant

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Fire Assessment Fee Study

**Meeting Date:**

3/6/2017

**Statement of Issue:** The Board to approve awarding the bid received from GSG to conduct and implement a fire assessment fee study, and reallocate funds from MSTU Reserve to Fire Department budget for services.

**Recommendation:**

**Fiscal Impact:** \$ 38,500 **Budgeted Expense:** Yes ☐ No ☒ N/A ☐

**Submitted By:** Dan Cassel

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Project is to be completed in two phases with an additional cost for 1<sup>st</sup> class mail-outs for public notification.

Phase 1 - \$19,700 (conduct study and design fee system to be presented to the board)

Phase 2 - \$7,800 (implementation process)

Mail out - \$11,000 (estimated cost for 1<sup>st</sup> class mail notifications)

**Options:** 1. \_\_\_\_\_  
2. \_\_\_\_\_

**Attachments:** 1. \_\_\_\_\_  
2. \_\_\_\_\_

**2017 FIRE ASSESSMENT FEE STUDY SCORES**  
**Committee Totals**

	GSG	Stantec	Tindale Oliver
Dan Cassel	11	5	8
Steve Spradley	13	7	13
Michael Fox	12	6	7
TOTAL SCORE	36	18	28

FINAL RANKING	First GSG	Second Tindale Oliver	Third Stantec
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DATE: 2/26/17

SCORED BY: Dan Cassel 

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 2017 FIRE ASSESSMENT FEE STUDY SCORES

	GSG	Stantec	Tindale Oliver
BID QUOTE Phase 1 & 2 (EXCLUDES MAILOUTS)	\$27,500 3	\$60,346 1	\$48,269 2
FIRM QUALIFICATIONS AND REFERENCES	2	1	3
APPROACH AND METHODOLOGY	3	1	2
STAFF CAPABILITIES & EXPERIENCE	3	3	3
FIRM EXPERIENCE AND PAST RECORD	2	1	3
TOTAL SCORE	13	7	13

Each contractor will be ranked from 1 to 3 with 3 being the highest score. The contract will be awarded to the company with the highest cumulative score. In the event of a tie the lowest bid will be accepted.

FINAL RANKING			
---------------	--	--	--

DATE: 2-27-17

SCORED BY: Spina Spadley

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 2017 FIRE ASSESSMENT FEE STUDY SCORES

	GSG	Stantec	Tindale Oliver
BID QUOTE Phase 1 & 2 (EXCLUDES MAILOUTS)	\$27,500 3	\$60,346 1	\$48,269 2
FIRM QUALIFICATIONS AND REFERENCES	3	2	1
APPROACH AND METHODOLOGY			
STAFF CAPABILITIES & EXPERIENCE	3	2	2
FIRM EXPERIENCE AND PAST RECORD	3	1	2
TOTAL SCORE	12	6	7

Each contractor will be ranked from 1 to 3 with 3 being the highest score. The contract will be awarded to the company with the highest cumulative score. In the event of a tie the lowest bid will be accepted.

FINAL RANKING	1st	2nd	3rd
	GSG	Tindale	Stantec

DATE: 2/24/17

SCORED BY: Mia Fox

Notes: GSG Brings a local view that I believe  
will help immensely in this process. I feel confident  
with them assisting TFPB Leon County that they will be  
the best choice.

## 2017 FIRE ASSESSMENT FEE STUDY SCORES

	GSG	Stantec	Tindale Oliver
BID QUOTE Phase 1 & 2 (EXCLUDES MAILOUTS)	\$27,500 3	\$60,346 1	\$48,269 2
FIRM QUALIFICATIONS AND REFERENCES	3	2	1
APPROACH AND METHODOLOGY	—	—	—
STAFF CAPABILITIES & EXPERIENCE	2	1	3
FIRM EXPERIENCE AND PAST RECORD	3	1	2
TOTAL SCORE	11	5	8

Each contractor will be ranked from 1 to 3 with 3 being the highest score. The contract will be awarded to the company with the highest cumulative score. In the event of a tie the lowest bid will be accepted.

FINAL RANKING	1st	2nd	3rd
	GSG	TINDALE	STANTEC

DATE: 2/23/17

SCORED BY: DAN CASSEL

Notes: ALL FIRMS SHOWN EQUAL MEANS OF APPROACH + METHODOLOGY

- GSG HAD THE LOWEST COST FOR MAIL OUTS OF NOTICES.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

THE BOARD TO DISCUSS GARBAGE ROLL-OFF HOURS OF OPERATION AS AGENDAED BY COMMISSIONER RUSSELL.



**MEETING DATE REQUESTED:**

MARCH 6, 2017

**Statement of Issue:** THE BOARD TO DISCUSS GARBAGE ROLL-OFF HOURS OF OPERATION AS AGENDAED BY COMMISSIONER RUSSELL.

**Recommended Action:** APPOINTMENT

**Fiscal Impact:** N/A

**Budgeted Expense:**

**Submitted By:** COUNTY ADMINISTRATOR

**Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:** ENVIRONMENTAL ROLL-OFF STATISTICS

[illegible]

<b>Total</b>	<b>1573.34</b>
	<b>404</b>

Hours per Site/per Week:

**SUMMER** **OPEN HOURS** **MAN HOURS**

Shady Grove	32	378	415
Harrison Blue	46		
Bernard Johnson	44		
Hwy 14/98	40		
Carlton	80 (56 & 61)		
Salem	16		
Blue Springs	40		
Steinhatchee	56		
Eridu	24		

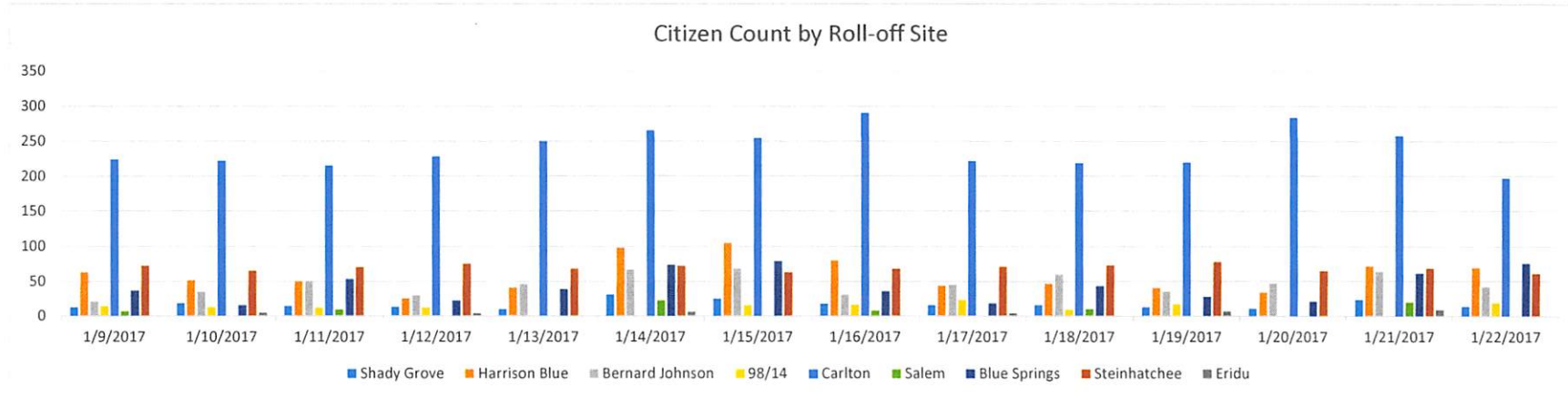
**WINTER**

Shady Grove	32	366	403
Harrison Blue	40		
Bernard Johnson	44		
Hwy 14/98	40		
Carlton	74 (56 & 55)		
Salem	16		
Blue Springs	40		
Steinhatchee	56		
Eridu	24		

**SCALLOP SEASON**

Shady Grove	32	394	431
Harrison Blue	46		
Bernard Johnson	44		
Hwy 14/98	40		
Carlton	80 (56 & 61)		
Salem	16		
Blue Springs	56		
Steinhatchee	56		
Eridu	24		

	<u>1/9/2017</u>	<u>1/10/2017</u>	<u>1/11/2017</u>	<u>1/12/2017</u>	<u>1/13/2017</u>	<u>1/14/2017</u>	<u>1/15/2017</u>	<u>1/16/2017</u>	<u>1/17/2017</u>	<u>1/18/2017</u>	<u>1/19/2017</u>	<u>1/20/2017</u>	<u>1/21/2017</u>	<u>1/22/2017</u>	<u>TOTALS</u>
Shady Grove	13	19	14	13	10	31	25	18	15	15	13	11	24	14	235
Harrison Blue	63	52	50	25	41	98	105	80	44	46	40	34	72	70	820
Bernard Johnson	21	35	50	30	46	67	68	30	45	60	35	47	64	42	640
98/14	14	13	12	12	closed	closed	15	16	23	9	17	closed	closed	19	150
Carlton	224	222	215	228	250	266	255	290	221	218	219	284	258	197	3347
Salem	7	closed	9	closed	closed	23	closed	8	closed	10	closed	closed	20	closed	77
Blue Springs	37	15	53	22	39	74	79	35	18	43	28	21	62	76	602
Steinhatchee	72	65	70	75	68	72	63	68	71	73	78	65	69	61	970
Eridu	closed	5	closed	4	closed	6	closed	closed	4	closed	7	closed	9	closed	35



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:** THE BOARD TO REVIEW A PETITION TO ABANDON AND CLOSE GAMBLE ALLEY, WHICH IS A 420-FOOT X 30-FOOT ALLEY IN BLOCK 84, STEINHATCHEE SUBDIVISION



**MEETING DATE REQUESTED:** MARCH 6, 2017

**Statement of Issue:** BOARD TO CONSIDER PETITION TO ABANDON AN ALLEY LOCATED IN BLOCK 84 STEINHATCHEE SUBDIVISION, BETWEEN 2<sup>ND</sup> STREET SE AND 3<sup>RD</sup> STREET SE.

**Recommended Action:** APPROVE PETITION

**Fiscal Impact:** NONE

**Budgeted Expense:** NONE

**Submitted By:** DANNY GRINER

**Contact:** SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** AT THE REQUEST OF PROPERTY OWNERS THAT OWN LAND ADJACENT TO GAMBLE ALLEY THE BOARD HAS THE OPTION TO PETITION TO CLOSE AND ABANDON THE ROAD OR ALLOW THE CITIZENS TO PETITION TO CLOSE THE ROAD. PURSUANT TO CHAPTER 336.09 FLORIDA STATUTES THE PETITION IS TO VACATE, ABANDON, DISCONTINUE AND CLOSE THE ALLEY. SUBSEQUENT TO THE PETITION PUBLIC HEARINGS WILL BE SCHEDULED AND ALL RESIDENTS WITHIN 500 FEET OF THE ALLEY WILL BE SENT A LETTER NOTIFYING THEM OF THE HEARINGS. A SURVEY WAS DONE IN 1997 AND THE ATTORNEY HAS REVIEWED SAME AND APPROVED THE LEGAL DISCRIPTION AS ON THE PETITION.

**Options:**

**Attachments:** PETITION, RESOLUTION DRAFT, MAP AND SURVEY SCREEN SHOT.

**PETITION TO CLOSE AND**

**ABANDON ROAD**

COMES NOW, The Board of County Commissioners of Taylor County, Florida and files this Petition to Close and Abandon the following road lying and being in Taylor County, Florida, being described as follows, to-wit:

A parcel of land in Section 26, Township 9 South, Range 9 East, Taylor County, Florida and being a 30 foot alley, lying and being in Block 84 of the STEINHATCHEE SUBDIVISION, as recorded in the Public Records of Taylor County, Florida in Plat Book 1, Pages 26 and 27 and being more particularly described as follows:

BEGIN AT THE SE CORNER OF LOT 2 BLOCK 84 STEINHATCHEE SUBDIVISION, TAYLOR COUNTY, FLORIDA FOR THE P.O.B.; THENCE RUN SOUTH ALONG THE EAST LINE OF BLOCK 84 AND THE WEST R/W LINE OF THIRD STREET SE TO THE NE CORNER OF LOT 3 BLOCK 84 STEINHATCHEE SUBDIVISION; THENCE RUN WEST ALONG THE NORTH LINE OF LOTS 3, 4, 5, 6, 7, 8, 9, AND 10, BLOCK 84, TO THE NW CORNER OF LOT 10 BLOCK 84 STEINHATCHEE SUBDIVISION AND THE EAST R/W LINE OF SECOND STREET SE; THENCE RUN NORTH ALONG THE WEST LINE OF BLOCK 84 AND THE EAST R/W LINE OF SECOND STREET SE TO THE SW CORNER OF LOT 11 BLOCK 84 STEINHATCHEE SUBDIVISION; THENCE RUN EAST ALONG THE SOUTH LINE OF LOT 11 AND LOT 2 BLOCK 84 STEINHATCHEE SUBDIVISION BACK TO THE P.O.B.; CONTAINING 0.26 ACRE MORE OR LESS. SUBJECT PROPERTY BEING A 30.00 FOOT ALLEY RUNNING EAST AND WEST ACROSS BLOCK 84, STEINHATCHEE SUBDIVISION.

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 this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

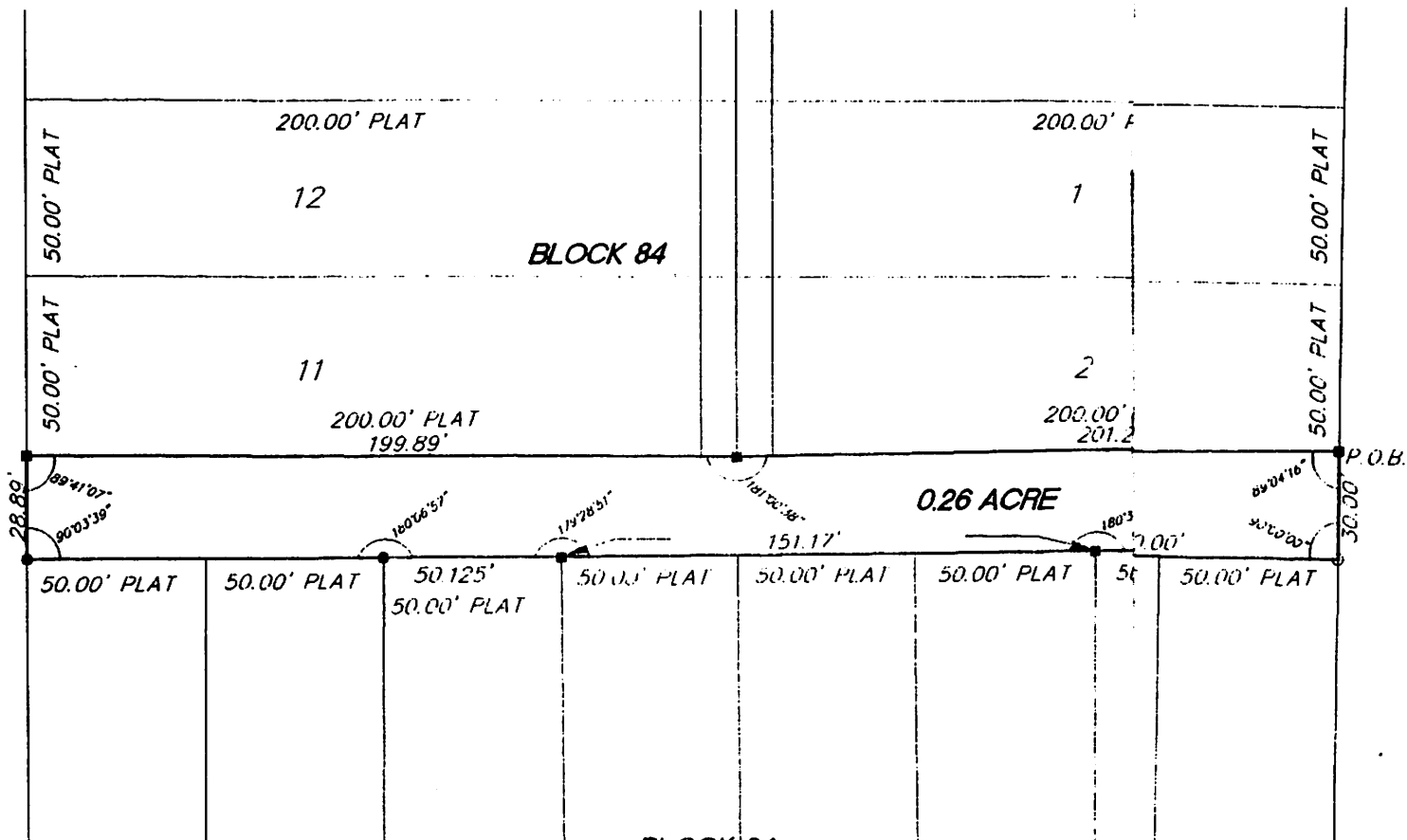
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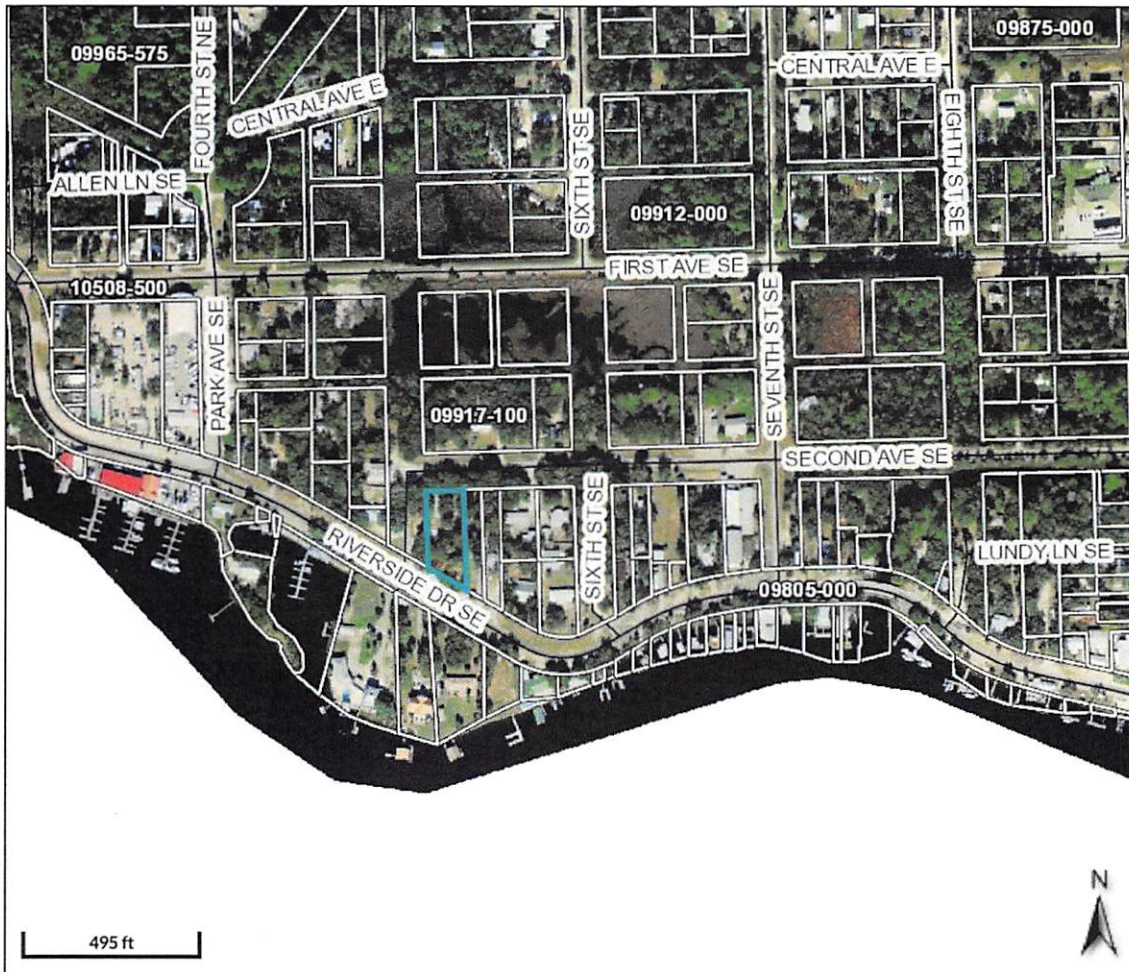
Pam Feagle, Chairperson

# OF THE EAST-WEST ALLEY, BLOCK 84 STEINHATCHEE SUBDIVISION

## DESCRIPTION:

BEGIN AT THE SE CORNER OF LOT 2 BLOCK 84 STEINHATCHEE SUBDIVISION, TAYLOR CORRIDOR FOR THE P.O.B.; THENCE RUN SOUTH ALONG THE EAST LINE OF BLOCK 84 AND THE WEST R/W LINE OF THIRD ST TO THE NE CORNER OF LOT 3 BLOCK 84 STEINHATCHEE SUBDIVISION; THENCE RUN WEST ALONG THE NORTH LOTS 3, 4, 5, 6, 7, 8, 9, AND 10 BLOCK 84 TO THE NW CORNER OF LOT 10 BLOCK 84 STEINHATCHEE SUBDIVISION AND THE R/W LINE OF SECOND STREET E; THENCE RUN NORTH ALONG THE WEST LINE OF BLOCK 84 AND THE EAST R/W LINE OF SECOND STREET EAST TO THE SW CORNER OF LOT 11 BLOCK 84 STEINHATCHEE SUBDIVISION; THENCE RUN EAST ALONG THE SOUTH LINE OF LOT 11 AND LOT 2 BLOCK 84 STEINHATCHEE SUBDIVISION BACK TO THE P.O.B.; CONTAINING 0.26 ACRE MOSS. SUBJECT PROPERTY BEING A 30.00 FOOT ALLEY RUNNING EAST AND WEST ACROSS BLOCK 84, STEINHATCHEE SUBDIVISION.





**Overview**



**Legend**

- Parcels
- Parcel Numbers
- Highway
- City Streets
- Graded
- Roads
- Tram
- State Outlines

Parcel ID	09922-000	Alternate ID	n/a	Owner Address	RUSSELL CAROL WINSTON
Sec/Twp/Rng	25-09-09	Class	Improved		223 E LAKESIDE DR
Property Address	501 RIVERSIDE DR SE	Acreage	n/a		HATTIESBURG, MS 39402
	CO				

District CO

Brief Tax Description LEG 0000.56 ACRES - STEINHATCHEE SUB - LOT 7 BLK 74 - OR 282-468  
(Note: Not to be used on legal documents)

Date created: 2/10/2017  
Last Data Uploaded: 2/9/2017 9:39:23 PM

DRAFT

## NOTICE

NOTICE is hereby given that the Board of County Commissioners, Taylor County, Florida, did at their regular meeting held on Tuesday, March 21, 2017, after due and proper Notice of Public Hearing, close and abandon the certain portions of or parts of the streets, alleys, or roads, located in Taylor County Florida, on behalf of the Taylor County Board of County Commissioners, whose address is 201 East Green Street, Perry, Florida 32347, as evidenced by the below Resolution in compliance with Chapter 336.10 Florida Statutes:

## 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 6:00 o'clock p.m. on the 21<sup>st</sup> day of March, A.D. 2017, 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**

A parcel of land in Section 26, Township 9 South, Range 9 East, Taylor County, Florida and being a 30 foot alley, lying and being in Block 84 of the STEINHATCHEE SUBDIVISION, as recorded in the Public Records of Taylor County, Florida in Plat Book 1, Pages 26 and 27 and being more particularly described as follows:

BEGIN AT THE SE CORNER OF LOT 2 BLOCK 84 STEINHATCHEE SUBDIVISION, TAYLOR COUNTY, FLORIDA FOR THE P.O.B.; THENCE RUN SOUTH ALONG THE EAST LINE OF BLOCK 84 AND THE WEST R/W LINE OF THIRD STREET SE TO THE NE CORNER OF LOT 3 BLOCK 84 STEINHATCHEE SUBDIVISION; THENCE RUN WEST ALONG THE NORTH LINE OF LOTS 3, 4, 5, 6, 7, 8, 9, AND 10, BLOCK 84, TO THE NW CORNER OF LOT 10 BLOCK 84 STEINHATCHEE SUBDIVISION AND THE EAST R/W LINE OF SECOND STREET SE; THENCE RUN NORTH ALONG THE WEST LINE OF BLOCK 84 AND THE EAST R/W LINE OF SECOND STREET SE TO THE SW CORNER OF LOT 11 BLOCK 84 STEINHATCHEE SUBDIVISION; THENCE RUN EAST ALONG THE SOUTH LINE OF LOT 11 AND LOT 2 BLOCK 84 STEINHATCHEE SUBDIVISION BACK TO THE P.O.B.; CONTAINING 0.26 ACRE MORE OR LESS. SUBJECT PROPERTY BEING A 30.00 FOOT ALLEY RUNNING EAST AND WEST ACROSS BLOCK 84, STEINHATCHEE SUBDIVISION.

3. This resolution shall take effect when the original hereof, together with a copy of the proof of publication of the adopted Resolution, has been filed with the Clerk of the Circuit Court for recording in the Public Records of Taylor County, Florida.

DULY ADOPTED in regular session, this 21<sup>st</sup> day of March, A.D., 2017.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

## **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 6:00 o'clock p.m. on the 21<sup>st</sup> day of March, A.D. 2017, 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**

A parcel of land in Section 26, Township 9 South, Range 9 East, Taylor County, Florida and being a 30 foot alley, lying and being in Block 84 of the STEINHATCHEE SUBDIVISION, as recorded in the Public Records of Taylor County, Florida in Plat Book 1, Pages 26 and 27 and being more particularly described as follows:

BEGIN AT THE SE CORNER OF LOT 2 BLOCK 84 STEINHATCHEE SUBDIVISION, TAYLOR COUNTY, FLORIDA FOR THE P.O.B.; THENCE RUN SOUTH ALONG THE EAST LINE OF BLOCK 84 AND THE WEST R/W LINE OF THIRD STREET SE TO THE NE CORNER OF LOT 3 BLOCK 84 STEINHATCHEE

SUBDIVISION; THENCE RUN WEST ALONG THE NORTH LINE OF LOTS 3, 4, 5, 6, 7, 8, 9, AND 10, BLOCK 84, TO THE NW CORNER OF LOT 10 BLOCK 84 STEINHATCHEE SUBDIVISION AND THE EAST R/W LINE OF SECOND STREET SE; THENCE RUN NORTH ALONG THE WEST LINE OF BLOCK 84 AND THE EAST R/W LINE OF SECOND STREET SE TO THE SW CORNER OF LOT 11 BLOCK 84 STEINHATCHEE SUBDIVISION; THENCE RUN EAST ALONG THE SOUTH LINE OF LOT 11 AND LOT 2 BLOCK 84 STEINHATCHEE SUBDIVISION BACK TO THE P.O.B.; CONTAINING 0.26 ACRE MORE OR LESS. SUBJECT PROPERTY BEING A 30.00 FOOT ALLEY RUNNING EAST AND WEST ACROSS BLOCK 84, STEINHATCHEE SUBDIVISION.

3. This resolution shall take effect when the original hereof, together with a copy of the proof of publication of the adopted Resolution, has been filed with the Clerk of the Circuit Court for recording in the Public Records of Taylor County, Florida.

DULY ADOPTED in regular session, this 21<sup>st</sup> day of March, A.D., 2017.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

(Seal)

By: \_\_\_\_\_  
Pam Feagle, Chairperson

ATTEST:

\_\_\_\_\_  
Annie Mae Murphy, Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Conrad C. Bishop, Jr, County Attorney