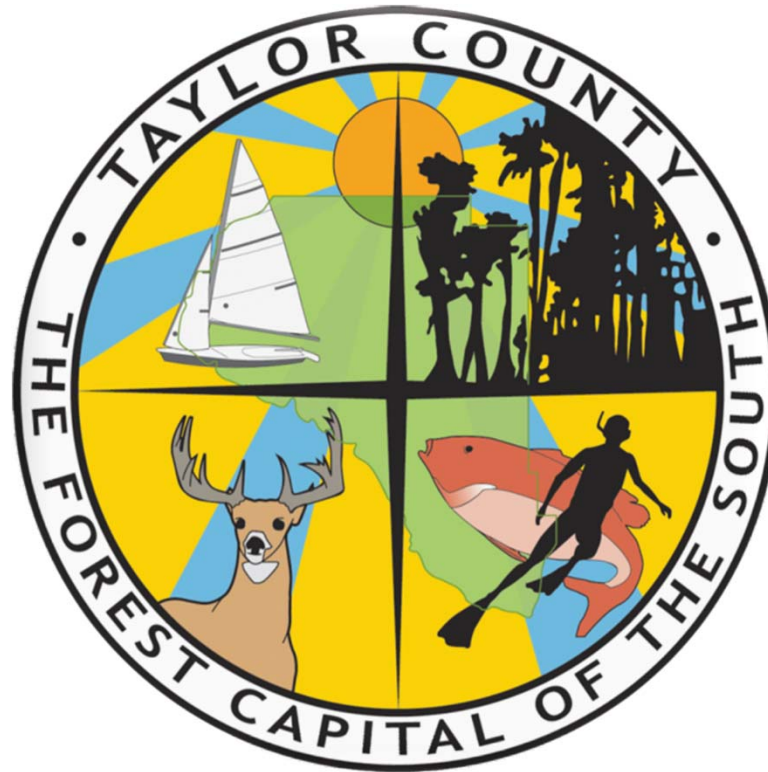




BOARD WORKSHOP



JANUARY 27, 2015
6:00 PM



BOARD WORKSHOP

Prayer

Pledge of Allegiance



BOARD WORKSHOP

Agenda

1. THE BOARD TO RECEIVE A PRESENTATION FROM DALE ALLEN REGARDING PROPOSED CHANGES TO THE FLORIDA NATIONAL SCENIC TRAIL.



BOARD WORKSHOP

Agenda

2. THE BOARD TO DISCUSS ANIMAL CONTROL HOURS OF OPERATION AND OTHER CITIZEN CONCERNS, AS AGENDAED BY COMMISSIONER MALCOLM PAGE.

Dustin Hinkel

From: Malcolm Page <malcolmp@fairpoint.net>
Sent: Friday, January 16, 2015 3:39 PM
To: Dustin Hinkel
Subject: Fwd: shelter/ rescue

Dustin, FYI. Malcolm

----- Forwarded Message -----

Subject:shelter/ rescue

Date:Fri, 16 Jan 2015 13:57:04 -0500

From:dodd franklin <df3548@hotmail.com>

To:malcom page <malcolmp@fairpoint.net>, barbara franklin <franklin.33@comcast.net>, lobo35@fairpoint.net <lobo35@fairpoint.net>

know you are tired of us complaining BUT when is the shelter going to start opening on Saturdays? ALMOST HAD A PROBLEM TODAY (FRI) because apparently there is some type of STUPID county rule or regulation that rescue animals can only be directly transfed to that rescue group. DONT KNOW IF YOU ARE AWARE OF THIS BUT MOST RESCUE GROUPS ARE VOLUNTEERS AND MOST RUNS ARE DONE ON A SATURDAY> we have to pick up the animal on a FRIDAY BECAUSE THE SHELTER HERE IS NOT OPEN ON SATURDAYs/ we usually pick up the animal in question on a fri morning; keep it overnight and then transport it to the drop off point. we WOULD PICK the animal up on a SAT and take it directly to that rescue group BUT the shelter here isn't open on Saturday. At first it was like they weren't going to allow us to pick up the dog because we weren't taking it directly to the rescue RIGHT then. HOW the **** are we going to pick up a dog on a SAT to take it directly to rescue if the **** shelter isn't open? get so upset at stupid regulations and run around we get at times. its always "were looking into it" or "we don't want to step on toes." when I was with PD we were taught to look out side the box to solve problems and

I took a dog a few weeks ago to WAKULLA SHELTER on a SATURDAY and we are taking the dog we picked up from local shelter there again in morning. HOW is it Wakulla County Shelter can open on a SAT and TAYLOR can't. They had county inmates helping out on a Saturday while I was there and the shelter was nice and clean.

I understand Martha Wiggins, Lois Padgett and some others are in contact with Dustin and other people to see what can be about this

I don't know what else to do
everyone want s to give it time and say things will get better but it dosen't seem to be going that way or does it just take this long to address a problem

DO I need to get put on the agenda at a county comm meeting to address my concerns and make it

public and see if we can get the wheels to turn faster? don't really want to do that but if that's what it takes I'm willing to do it.

Dustin Hinkel

From: Malcolm Page <malcolmp@fairpoint.net>
Sent: Friday, January 16, 2015 6:15 PM
To: Dustin Hinkel
Subject: Fwd: Re: shelter/ rescue

FYI

----- Forwarded Message -----

Subject:Re: shelter/ rescue

Date:Fri, 16 Jan 2015 21:28:08 +0000 (UTC)

From:FRANKLIN.33 <franklin.33@comcast.net>

To:Malcolm Page <malcolmp@fairpoint.net>

CC:Padgett, Bob <lobo35@fairpoint.net>

Dodd, I would suggest you put this item on the agenda for all the Commissioners to hear your concerns. I have discussed opening the shelter on Saturdays with Dustin and , as I recall, it is a staffing issue.**THERE ARE THREE ANIMAL CONTROL OFFICERS. THEY DON'T ALL HAVE TO WORK THE SAME DAYS. tHEY COULD ROTATE SATURDAYS. NOT A BIG PROBLEM.**

And the Board has to find more money in the budget to increase staffing hours. **NOT NECESSARY TO PAY OVERTIME, IF SATURDAYS ARE ROTATED.**

I will discuss this issue again with Dustin and try to find a little money in this tight budget for Saturday staffing. **WE WERE TOLD THAT THE ACO'S DON'T WANT TO WORK SATURDAYS. I WOULDN'T THINK THAT ANY OF THE EMPLOYEES OF KMART,WALMART, ANY CONVENIENCE STORES, TRACTOR SUPPLY, HOSPITAL, POLICE FORCE, LIKE WORKING SATURDAYS, EITHER. GET OVER IT. IF THEY ROTATED, THEY WOULD ONLY NEED TO WORK EVERY 3RD SATURDAY. AND IT WOULD ONLY BE FOR A FEW HOURS, 9-12 OR 1 PM. THEY SAY THEY COME IN TO CLEAN EVERY DAY, SO WHY COULDN'T THEY CLEAN AND BE ON HAND IF ANY OF THE HELPING HANDS OF THE SHELTER VOLUNTEERS HAS QUESTIONS?? ONE OF US WOULD BE THERE, ALSO.**

THE LACK OF FUNDING/BUDGET ISSUE JUST DOES NOT FLY. Malcolm

SELECTION CRITERIA: expldgr.key_orgn='0250'
ACCOUNTING PERIOD: 13/14

PAGE NUMBER: 1
EXPSTA11

FUND-107 MSTU FUND
FUNCTION-520 PUBLIC SAFETY
ACTIVITY-529 OTHER PUBLIC SAFETY
TOTL/DEPT-0250 ANIMAL CONTROL

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	66,822.00	505.60	.00	66,641.66	180.34	99.73
51400	OVERTIME	3,778.00	.00	.00	3,650.71	127.29	96.63
52110	FICA/MEDICARE TAXES	5,300.00	38.68	.00	5,257.89	42.11	99.21
52200	RETIREMENT CONTRIBUTIONS	4,864.00	37.26	.00	4,863.74	.26	99.99
52300	HEALTH INSURANCE	31,517.57	.00	.00	31,517.57	.00	100.00
52320	LIFE INSURANCE	135.00	.00	.00	132.60	2.40	98.22
52400	WORKERS' COMPENSATION	1,608.00	359.89	.00	1,530.81	77.19	95.20
53401	CONTRACTUAL SERVICES	349.06	.00	.00	349.06	.00	100.00
54100	COMMUNICATIONS	2,750.00	6.36	.00	2,506.56	243.44	91.15
54300	UTILITY SERVICES	6,080.21	559.27	.00	6,080.21	.00	100.00
54500	INSURANCE	1,700.00	.00	.00	1,694.00	6.00	99.65
54610	R&M BUILDINGS & GROUNDS	7,656.62	.00	.00	7,655.67	.95	99.99
54614	EXTERMINATION/PEST CONTR	440.00	.00	.00	440.00	.00	100.00
54640	R&M AUTOMOBILE	3,296.00	.00	.00	3,295.41	.59	99.98
54902	LEGAL ADVERTISING	10.00	.00	.00	9.80	.20	98.00
54911	COURT FILING FEES	640.00	640.00	.00	640.00	.00	100.00
55101	OFFICE SUPPLIES	920.00	.00	.00	917.94	2.06	99.78
55102	OFFC.EQUIP/FURN.<\$1,000	555.00	.00	.00	554.55	.45	99.92
55103	EQUIPMENT < \$1,000	2,446.00	.00	.00	2,446.00	.00	100.00
55201	GEN. OPERATING SUPPLIES	9,168.18	776.50	.00	9,151.24	16.94	99.82
55202	SAFETY PRODUCTS/SUPPLIES	727.50	.00	.00	726.80	.70	99.90
55210	PETROLEUM PRODUCTS	4,875.00	.00	.00	4,656.91	218.09	95.53
55220	TOOLS & IMPLEMENTS	21.98	.00	.00	21.98	.00	100.00
55250	UNIFORMS	1,038.88	.00	.00	1,038.88	.00	100.00
55401	BOOK/PUBL/SUB/MEMB/TRAIN	110.00	.00	.00	110.00	.00	100.00
	TOTAL ANIMAL CONTROL	156,809.00	2,923.56	.00	155,889.99	919.01	99.41
	TOTAL MSTU FUND	156,809.00	2,923.56	.00	155,889.99	919.01	99.41
TOTAL REPORT		156,809.00	2,923.56	.00	155,889.99	919.01	99.41



BOARD WORKSHOP

Agenda

3. THE BOARD TO RECEIVE A PRESENTATION FROM ALBRITTON INSURANCE REGARDING ITS HEALTH PLAN AND AFFORDABLE HEALTHCARE ACT IMPLICATIONS.



Taylor County BOCC Workshop Presentation

Group Health Insurance

January 27, 2015

Affordable Care Act

Impacts for 2015

2015 Employer Mandates

- While the employer responsibility provisions will generally apply starting in 2015, they will not apply until 2016 to employers with at least 50 but fewer than 100 full-time employees if the employer provides an appropriate certification described in the rules.
- Employers that are subject to the employer responsibility provisions in 2015 must offer coverage to at least 70 percent of full-time employees as one of the conditions for avoiding an assessable payment, rather than 95 percent which will begin in 2016.
- Large employers and insurers begin reporting of coverage affordability and access details to the government.

Group Health Plan History

2011-2012

History

- In 2011 Public Risk Management eliminated the Taylor County BOCC BCBS group health insurance plan.
- The Taylor County BOCC insurance committee issued a RFP to choose a replacement plan.
- The decision was made to select a United HealthCare PPO group health insurance plan due to superior plan design and cost savings.

RFP Analysis

Taylor County BOCC	2012	Medical Analysis			
	PRM/BCBS	PRM/BCBS			
Plan	727	3359	3559	5168/69 (HSA)	5360
Ded (in network)	500/1500	1000/3000	750/2250	1500/3000	1500/4500
Ded (out of network)	500/1500	1000/3000	750/2250	3000/6000	3000/9000
CoIns (in network)	80%	80%	80%	100%	80%
CoIns (out of network)	60%	60%	60%	80%	60%
Out of Pocket Max (in network)	1500/4500	3000/6000	3000/9000	1500/3000	3000/6000
Out of Pocket Max (out of network)	1500/4500	5000/10000	3000/9000	6000/12000	5000/10000
Office Services (in network)	\$15	\$20	\$ 20.00	ded	\$ 25.00
Office Services (out of network)	ded + 60%	ded + 60%	ded + 60%	ded + 80%	ded + 60%
Pharma	5/35/35	10/25/1960	10/25/1960	100% after ded	10/25/1960
EE	\$ 655.70	\$ 614.10	\$ 630.70	\$ 638.18	\$ 594.56
EE/Spouse	\$ 1,609.56	\$ 1,507.46	\$ 1,548.18	\$ 1,566.54	\$ 1,459.46
EE/Children	\$ 1,221.96	\$ 1,144.42	\$ 1,175.36	\$ 1,189.30	\$ 1,108.00
EE/Family	\$ 1,976.60	\$ 1,851.20	\$ 1,901.22	\$ 1,923.76	\$ 1,792.28
EE	73	73	73	73	73
EE/Spouse	10	10	10	10	10
EE/Children	17	17	17	17	17
EE/Family	12	12	12	12	12
Retirees	5	5	5	5	5
Subtotal Monthly	\$ 111,732.72	\$ 104,643.94	\$ 107,472.16	\$ 108,746.66	\$ 101,313.64
Annual	\$ 1,340,792.64	\$ 1,255,727.28	\$ 1,289,665.92	\$ 1,304,959.92	\$ 1,215,763.68
Commission not included	\$ 53,631.71	\$ 50,229.09	\$ 51,586.64	\$ 52,198.40	\$ 48,630.55
Withdrawal Penalty					
Total	\$ 1,394,424.35	\$ 1,305,956.37	\$ 1,341,252.56	\$ 1,357,158.32	\$ 1,264,394.23
Variance	N/A	\$ (88,467.97)	\$ (53,171.79)	\$ (37,266.03)	\$ (130,030.12)

Current Group Health Plan Benefits

United HealthCare PPO

Calendar Year Deductible and Out of Pocket Maximum

Calendar Year Deductible (CYD)

In Network	\$250 Individual/\$750 Family
Out of Network	\$1,000 Individual/\$2,000 Family

Out of Pocket Maximum

In Network	\$3,000/\$6,000 Family
(Includes Co-Insurance, Deductible and Co-pays)	
Out of Network	\$15,000/\$30,000 Family
(Includes Co-Insurance, Deductible and Co-pays)	

Office Visits

Family Physician

In Network	\$20 Copay
Out of Network	CYD+50%

Specialist Office

In Network	\$35 Copay
Out of Network	CYD+50%

Preventive Care

Physician Office Visit

In Network	Covered at 100%
Out of Network	Not available

Lab, X-ray and Other Preventive Tests

In Network	Covered at 100%
Out of Network	Not available

Hospital

Emergency Room

In Network

\$200 Copay, includes
all services

Out of Network

\$200 Copay, out of
network physicians
may balance bill for
services provided

Hospital

Inpatient

In Network	CYD +20%
Out of Network	CYD + 50%

Outpatient

In Network	CYD + 20%
Out of Network	CYD + 50%

Pharmacy

In Network

Tier 1	\$10 Copay
Tier 2	\$30 Copay
Tier 3	\$50 Copay

X-Ray

Basic X-Ray

In Network

Covered at 100%

Out of Network

CYD + 50%

Advanced Imaging

In Network

\$100 Copay

Out of Network

CYD + 50%

Laboratory

In Network	Covered at 100%
Out of Network	CYD + 50%
In Network Lab	LabCorp

Current Monthly Premium Cost

Employee Only	\$678.04
Employee Spouse	\$1,661.20
Employee Child	\$1,261.97
Employee Family	\$2,040.61

Medical Trend 2013-2014

- Medical Trend factored into Taylor County BOCC renewals :
 - 2013 12.0 %
 - 2014 10.5%
- Actual Renewal Increases
 - 2013 14%- 2.7% increase due to ACA fees/taxes paid on the group's behalf
 - 2014 6.0%-3.8% increase due to ACA fees/taxes paid on the group's behalf

Prescription Drug Coverage Comparison

2015 BCBS Medication Guide

- Diabetes: Non-Insulin
 - Januvia Tier 2, SL, ST
 - Metformin Tier 1
- High Cholesterol
 - Crestor Tier 2, SL, ST
 - Lipitor Excluded
- Asthma/COPD
 - Advair Diskus/HFA Tier 2, SL
 - Spiriva Tier 2, SL

2015 UHC Prescription Drug List

- Diabetes: Non-Insulin
 - Januvia Tier 3, SL, ST
 - Metformin Tier 1
- High Cholesterol
 - Crestor Tier 2, SL
 - Lipitor Excluded
- Asthma/COPD
 - Advair Diskus/HFA Tier 3, SL
 - Spiriva Tier 2, SL

Taylor County BOCC Group Health Plan Vs. National Averages

Data Source: Kaiser Family Foundation AND Health Research and
Educational Trust

2014 Benefits Comparison

National Average PPO Plan Calendar Year 2014

- Calendar Year Deductible \$1,217
- Pharmacy Cost Sharing
 - Tier 1 \$11
 - Tier 2 \$31
 - Tier 3 \$53
- Office Visits (In Network)
 - Primary Care \$24
 - Specialist Care \$36

Taylor County PPO Plan Plan Year 2013-2014

- Calendar Year Deductible \$250
- Pharmacy Cost Sharing
 - Tier 1 \$10
 - Tier 2 \$30
 - Tier 3 \$50
- Office Visits (In Network)
 - Primary Care \$20
 - Specialist Care \$35

2014 Premium

National Average PPO Plan Calendar Year 2014

- Single Coverage
 - Employee Contribution 18%
 - Employer Contribution 82%
- Family Coverage
 - Employee Contribution 28%
 - Employer Contribution 72%

Taylor County PPO Plan Plan Year 2013-2014

- Single Coverage
 - Employee Contribution 0%
 - Employer Contribution 100%
- Family Coverage
 - Employee Contribution 15%
 - Employer Contribution 85%

Three Year Premium Projection

Taylor County BOCC		3 yr Comparision					
	2012	2013	2014		Imputed Data		
BCBS					PRM trend	8.90%	
EE Only	\$ 655.71	\$ 712.10	\$ 773.34		EE Only	72	
EE Spouse	\$ 1,609.58	\$ 1,748.00	\$ 1,898.33		EE Spouse	15	
EE Child	\$ 1,221.97	\$ 1,327.06	\$ 1,441.19		EE Child	22	
Family	\$ 1,976.61	\$ 2,146.60	\$ 2,331.21		Family	14	
UHC							
EE Only	\$ 560.90	\$ 639.41	\$ 678.04				
EE Spouse	\$ 1,374.21	\$ 1,566.56	\$ 1,661.20				
EE Child	\$ 1,043.27	\$ 1,189.30	\$ 1,261.97				
Family	\$ 1,688.31	\$ 1,924.63	\$ 2,040.61				
Annual Variance				Aggregate Savings			
EE Only	\$ 81,915.84	\$ 62,805.08	\$ 82,340.71	\$	227,061.63		
EE Spouse	\$ 42,366.60	\$ 32,659.90	\$ 42,683.80	\$	117,710.30		
EE Child	\$ 47,176.80	\$ 36,368.49	\$ 47,313.16	\$	130,858.45		
Family	\$ 48,434.40	\$ 37,290.70	\$ 48,820.12	\$	134,545.22		
				\$	610,175.59		
Assumptions:							
BCBS (PRM) base year is 2011 with annual projections of future premiums based on PRM published trend and positive loss ratio. Increases does not include additional taxes and fees and does not contemplate plan adjustments.							
Note - BCBS plan was eliminated in 2011							



BOARD WORKSHOP

Agenda

3A. THE BOARD TO RECEIVE A
PRESENTATION FROM GEORGIA PACIFIC
REGARDING ITS FENHOLLOWAY RIVER
PROJECT.

**Planning Board Minutes
February 13, 1997**

1. Approved minutes for December, 1996 and January, 1997.
2. Approved variances for Buckeye, Fla. L.P. on the Fenholloway Project. Dale Rowell and Leland Carlton abstained from voting due to conflict of interest. Charles Daniel made the motion, Bill Craft second, all in favor. Dale Rowell and Leland Carlton will need to fill out Conflict of Interest Forms.
3. Discussed the changes on Comp. Plan. See attached Draft.
4. Mark Busch needs to follow up on his final plat. Mr. Busch needs to pay \$150.00 and submit final plat for approval & record. The Planning Board advised him as of 2-14-97 ceased the sawmill until he takes care of his plat. Mr. Busch will need to request a minor land use amendment on his sawmill.
5. BCC needs to approve this issue. Conrad Bishop to prepare a Hold Harmless Agreement for Mrs. Riggs giving the County permission to tear down the old house. Also Travis Beach will need to sign a Hold Harmless Agreement for the County to pull this house onto his property so the county can remove it.
6. The Planning Board made the motion to send John Grant, Wayne & Brenda Williamson, Foster Fender to Code Enforcement. Also certified letters and regular mailed letters advising them of this.
7. See attached information from Gulf Co. and Bay Co. on their requirements for building on the coast.
8. Planning Board is aware of Gary Allshouse & I working together on Adrana Parker-Bohanon Sub. Div. property. See file:
9. Planning Board all in favor of changing RV and Electrical permits to 60 amp service. Sending letters to electrical contractors and Fla. Power and Tri County.



Buckeye Florida

Route 3, Box 260 • Perry, Florida 32347
Telephone: (904) 584-1121

February 11, 1997

The Taylor County Planning Board

Buckeye Florida, Limited Partnership (Buckeye) in accordance with the Taylor County, Florida Land Development Code, hereby requests the issuance of a Final Development Order for the Fenholloway River Project Treated Effluent Facilities. The most recent Use Attainability Analysis (UAA) conducted by the State of Florida concluded that these facilities are essential for the reclassification of the Fenholloway River to Class III (fishable-swimmable uses). Major components of the Project are:

- In-Plant Process Changes
- Effluent Pump Station and Storm Water Retention
- Treated Effluent Pipeline
- Oxygenation Facility
- Outfall / Diffuser
- San Pedro Bay Wetlands Restoration

Appropriate development permits will be submitted following the approval of the development plan and prior to construction.

Buckeye hereby also requests a Variance in accordance with Section 7.02.00 of the Land Development Code from the road width requirements of Section 6.01.03 for the following segment of County Road 356:

County Road 356 (Hampton Springs Road and Peterson's Landing Road) beginning at the location designated by State Plane coordinate North 372594.92, East 2205666.97 southerly along the right-of-way to the location designated by coordinate North 362845.58, East 2197698.34 (Peterson's Landing).

This portion of road is bounded by jurisdictional wetlands. Widening of the existing road will adversely impact these wetlands. In accordance with the Laws of the State of Florida, Buckeye is making every attempt to avoid wetlands impact. To this end, it is requested that Buckeye be granted a Variance to allow restoration of the aforementioned road to the existing widths.

Sincerely,

C. S. Aiken
Vice President Foley Operations
Buckeye Florida Corporation

"Direct by Collection"



GIVEN TO MONROE
1/29/97

**PUBLIC NOTICE
PUBLIC HEARING**

Notice is hereby given that the Taylor County Planning Board will hold a public hearing at 6:30 pm on Thursday, February 13, 1997 in the County Commissioners meeting room, old Post Office, E. Green Street, Perry, Florida 32347.

The hearing is being conducted for the purpose of requesting a variance to allow Buckeye Florida, L. P. to replace existing road width on the following segment of County Road 356:

County Road 356 (Hampton Springs Road and Peterson's Landing Road) beginning at the location designated by State Plane coordinate North 372594.92, East 2205666.97 southerly along the right-of-way to the location designated by coordinate North 362845.58, East 2197698.34 (Peterson's Landing).

At the aforementioned public hearing all interested parties may appear and be heard with respect to the above referenced application.

Notice is hereby given, pursuant to Florida Statutes 286.0105, that any person deciding to appeal any decision of the Planning Board with respect to any matter considered at the meeting will need a record of the meeting and may need to ensure that the verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

AMENDMENT TO APPLICATION FOR UTILITY AUTHORIZATION

COMES NOW, BUCKEYE, FLORIDA, LIMITED PARTNERSHIP and amends that certain Application for Utility Construction Authorization dated February 18, 1997, a copy which is attached and marked Exhibit "A" hereto and amends paragraph 13 of the Application and agrees to the following hold harmless language.

13. It is understood and agreed that the rights and privileges here set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder, and the holder will, at all times, assume all risk of and indemnify, defend, and save harmless the County from and against any and all loss, damage, and cost of expenses arising in any manner on account of installation or operation of the treated wastewater pipeline under County right of way and the exercise or attempted exercises by said holder of the aforesaid rights and privileges.

DATED this 25th day of March, 1997.

C. S. Aiken

C. S. AIKEN
Vice President Foley Operations
Buckeye Florida Corporation

Approved by: Vance Howell

VANCE HOWELL
Chairman
Board of County Commissioners
of Taylor County, Florida

A TRUE COPY

ATTEST: Annie Mac Murphy
Clerk Circuit Court
Taylor County, Florida

By C. G. Wack
Deputy Clerk

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

P.O. BOX 620 PERRY, FLORIDA 32347



Robert Sheffield, Chairman
Taylor County Planning Board
904/838-3500
April 10, 1996

Dan Simmons
Buckeye Florida
Rt. 3, Box 260
Perry, FL 32347

SUBJECT: PIPELINE COMPLIANCE

Dear Mr. Simmons:

At its meeting on April 4, 1996, the Taylor County Planning Board reviewed the proposed Buckeye pipeline and found it to be in compliance with the Taylor County Comprehensive Plan and Land Development Regulations.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Sheffield', is written over the word 'Sincerely,'.

Robert Sheffield, Chairman
Taylor County Planning Board

RS/jh

APPLICATION FOR UTILITY CONSTRUCTION AUTHORIZATIONDATE: February 11, 1997APPLICANT: BUCKEYE FLORIDA, LIMITED PARTNERSHIPAddress: Route 3, Box 260, Perry, FL 32347 Telephone No: 904 584-1121

Applicant requests permission from TAYLOR COUNTY, hereinafter called the "County", to construct, operate and maintain _____

Attachment A - Summary of WorkAttachment B - Right-of-Way Construction DrawingsAttachment C - Right-of-Way Construction Specifications

1. Applicant declares that prior to filing this application he has ascertained the location of all existing utilities, both aerial and under ground and the accurate locations are shown on the sketches.

2. Applicant has sent a letter of notification to the utilities affected - Yes () No (X).

3. It is expressly stipulated that the granting of this application is a license for permissive use only and that the placing of facilities upon public property pursuant to approval of this application shall not operate to create or vest any property right in said holder.

4. Whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said road as determined by the County, any or all of said poles, wires, pipes, cables or other facilities authorized herein shall be immediately removed from said road or reset or relocated thereon as required by the County and at the expense of the applicant unless reimbursement is authorized.

5. All work shall meet County standards and be performed under the supervision of the County Road Director or his designee.

6. All materials and equipment may be subject to inspection by the County.

7. All County property shall be restored to its original condition as far as practical, in keeping with County specifications, and in a manner satisfactory to the County.

8. A sketch covering details of this installation shall be made a part of this application.

9. This applicant shall commence actual construction in good faith within 1 year ~~XXXXX~~ from the date of said application approval and shall be completed within 3 years ~~XXXXX~~. If the beginning date is more than 60 days from the date of the application approval, then applicant must review the application with the County Road Director to make sure no changes have occurred in the road that would affect the permitted construction.

10. The construction and maintenance of such utility shall not interfere with the property and rights of a prior applicant.

11. Special conditions: _____

12. Special instructions: _____

13. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder, and the holder will, at all times, assume all risk of and indemnify, defend, and save harmless the County from and against any and all loss, damage, and cost of expenses arising in any manner on account of the exercise or attempted exercises by said holder of the aforesaid rights and privileges.

14. During construction, all safety regulations of the County shall be observed and the holder must take measures, including placing and display of safety devices that may be necessary in order to safely conduct the

public through the project area in accordance with the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

15. The County Road Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work.

16. In case of non-compliance with the County's requirements in effect as of the approved date of this application, this authorization is void and the facility will have to be brought into compliance or removed from the R/W at no cost to the County.

Submitted by: BUCKEYE FLORIDA, LIMITED PARTNERSHIP
Applicant

C. S. Aiken

Title and Signature

C. S. Aiken
Vice President Foley Operations
Buckeye Florida Corporation

Recommended for approval

James R. Shaffer

Title

County Admin

Date 2/13/97

Approved by:

Verna K. Howell
Chairman

Date:

2/18/97

Board of County Commissioners of Taylor County

**Buckeye Florida, L. P.
Taylor County Right of Way
Utility Construction Permit
Attachment A**

The work includes the installation, operation, and maintenance of a 60-inch diameter treated effluent pipeline and associated structures, and a 3-inch PVC conduit for future fiber optic lines within the following Taylor County Right-of-Ways:

- On the Carlton Cemetery Road (CR 30A) by the roll-off site.
- Crossing the Puckett Road (CR 361A).
- Crossing the Cary Stephens Road twice.
- Crossing the Golf Course Road (CR 359).
- Crossing the Hampton Springs Road (CR 356).
- Crossing Smith Road.
- Crossing Jim Lee Road.
- On County Road 356 (Hampton Springs Road and Peterson's Landing Road) beginning at approximately the location designated by State Plane coordinate North 372778, East 2205855 southerly along the right-of-way to the location designated by coordinate North 362845.58, East 2197698.34 (Peterson's Landing).
- Crossing the Hick's Fish Camp Road.

**ATTACHMENT B
BUCKEYE FLORIDA
INDEX OF DRAWINGS
TAYLOR COUNTY ROW
UTILITY PERMIT**

DWG #	TITLE - DESCRIPTION
FL-C-41-6000	Effluent Pipeline Title Sheet, Vicinity Map
FL-C-41-6001	Effluent Pipeline Drawing Index
FL-C-41-6002	Effluent Pipeline Aerial Alignment Sheet 1
FL-C-41-6003	Effluent Pipeline Aerial Alignment Sheet 2
FL-C-41-6004	Effluent Pipeline Aerial Alignment Sheet 3
FL-C-41-6005	Effluent Pipeline Aerial Alignment Sheet 4
FL-C-41-6008	Effluent Pipeline Aerial Alignment Sheet 7
FL-C-41-6010	Effluent Pipeline Aerial Alignment Sheet 9
FL-C-41-6011	Effluent Pipeline Aerial Alignment Sheet 10
FL-C-41-6012	Effluent Pipeline Aerial Alignment Sheet 11
FL-C-41-6014	Effluent Pipeline Aerial Alignment Sheet 13
FL-C-41-6015	Effluent Pipeline Aerial Alignment Sheet 14
FL-C-41-6033	Effluent Pipeline Plan and Profile Segment 2 - Station 54+00 to Station 60+00
FL-C-41-6034	Effluent Pipeline Plan and Profile Segment 2 - Station 60+00 to Station 66+00
FL-C-41-6035	Effluent Pipeline Plan and Profile Segment 2 - Station 66+00 to Station 72+00
FL-C-41-6038	Effluent Pipeline Plan and Profile Segment 2 - Station 84+00 to Station 90+00
FL-C-41-6040	Effluent Pipeline Plan and Profile Segment 2 - Station 96+00 to Station 102+00
FL-C-41-6048	Effluent Pipeline Plan and Profile Segment 3 - Station 36+00 to Station 42+00
FL-C-41-6086	Effluent Pipeline Plan and Profile Segment 4 - Station 127+00 to Station 133+00
FL-C-41-6109	Effluent Pipeline Plan and Profile Segment 5 - Station 90+00 to Station 96+00
FL-C-41-6113	Effluent Pipeline Plan and Profile Segment 5 - Station 114+00 to Station 120+00
FL-C-41-6131	Effluent Pipeline Plan and Profile Segment 5 - Station 222+00 to Station 228+00
FL-C-41-6132	Effluent Pipeline Plan and Profile Segment 5 - Station 228+00 to Station 232+31.85
FL-C-41-6133	Effluent Pipeline Plan and Profile Segment 6 - Station 0+00 to Station 2+00
FL-C-41-6134	Effluent Pipeline Plan and Profile Segment 6 - Station 2+00 to Station 8+00
FL-C-41-6135	Effluent Pipeline Plan and Profile Segment 6 - Station 8+00 to Station 14+00
FL-C-41-6136	Effluent Pipeline Plan and Profile Segment 6 - Station 14+00 to Station 20+00
FL-C-41-6137	Effluent Pipeline Plan and Profile Segment 6 - Station 20+00 to Station 26+00
FL-C-41-6138	Effluent Pipeline Plan and Profile Segment 6 - Station 26+00 to Station 32+00
FL-C-41-6139	Effluent Pipeline Plan and Profile Segment 6 - Station 32+00 to Station 38+00
FL-C-41-6140	Effluent Pipeline Plan and Profile Segment 6 - Station 38+00 to Station 44+00
FL-C-41-6141	Effluent Pipeline Plan and Profile Segment 6 - Station 44+00 to Station 50+00
FL-C-41-6142	Effluent Pipeline Plan and Profile Segment 6 - Station 50+00 to Station 56+00
FL-C-41-6143	Effluent Pipeline Plan and Profile Segment 6 - Station 56+00 to Station 62+00
FL-C-41-6144	Effluent Pipeline Plan and Profile Segment 6 - Station 62+00 to Station 68+00
FL-C-41-6145	Effluent Pipeline Plan and Profile Segment 6 - Station 68+00 to Station 74+00
FL-C-41-6146	Effluent Pipeline Plan and Profile Segment 6 - Station 74+00 to Station 80+00
FL-C-41-6147	Effluent Pipeline Plan and Profile Segment 6 - Station 80+00 to Station 86+00
FL-C-41-6148	Effluent Pipeline Plan and Profile Segment 6 - Station 86+00 to Station 92+00
FL-C-41-6149	Effluent Pipeline Plan and Profile Segment 6 - Station 92+00 to Station 98+00
FL-C-41-6150	Effluent Pipeline Plan and Profile Segment 6 - Station 98+00 to Station 104+00
FL-C-41-6151	Effluent Pipeline Plan and Profile Segment 6 - Station 104+00 to Station 110+00
FL-C-41-6152	Effluent Pipeline Plan and Profile Segment 6 - Station 110+00 to Station 116+00
FL-C-41-6153	Effluent Pipeline Plan and Profile Segment 6 - Station 116+00 to Station 122+00
FL-C-41-6155	Effluent Pipeline Miscellaneous Details Sheet 1 of 2
FL-C-41-6156	Effluent Pipeline Miscellaneous Details Sheet 2 of 2

**ATTACHMENT B
BUCKEYE FLORIDA
INDEX OF DRAWINGS
TAYLOR COUNTY ROW
UTILITY PERMIT**

FL-C-41-6162	Effluent Pipeline Segment 2 Puckett Road Crossing Detail
FL-C-41-6163	Segment 4 HWY 356 Road Crossing Detail
FL-C-41-6166	Plan and Profile County Road 356 Road Crossing Detail
FL-C-41-6174	Outfall/Diffuser Peterson Landing Bulkhead Details
FL-C-41-6175	Outfall/Diffuser Peterson Landing Miscellaneous Details
FL-C-41-6176	Effluent Pipeline - Special Piping Detail
FL-C-41-6177	Effluent Pipeline - Thrust Block Detail
FL-C-41-6178	Alternate Plan and Profile Segment 6 STA 122+00 to 128+72.86
FL-C-41-6179	Outfall / Diffuser Alternate Plan and Profile STA 0+00 to 09.58
FL-C-41-6185	Outfall / Diffuser Final Site Plan



Buckeye Florida

Route 3, Box 260 • Perry, Florida 32347

Telephone: (904) 584-1121

February 11, 1997

The Taylor County Board of County Commissioners

Buckeye Florida, Limited Partnership (Buckeye) in conjunction with our application for a Utility Construction Permit, requests permission to open cut and repair the following roads:

- Puckett Road (CR 361A)
- Cary Stephens Road
- Golf Course Road (CR 359)
- Smith Road
- Jim Lee Road
- Hampton Springs and Peterson's Landing Roads (CR 356)
- Hick's Fish Camp Road

The detailed construction and repair plans have been reviewed by Taylor County Public Works and Engineering staff.

Buckeye is committed to work closely with the County staff on this project and to assure quality materials and workmanship in the construction and repair of the County property covered by the Utility Construction Permit.

Sincerely,

C. S. Aiken
Vice President Foley Operations
Buckeye Florida Corporation

"First in Cellulose"





BOARD WORKSHOP

Agenda

4. THE BOARD TO DISCUSS HAYFIELD OPERATIONS AT THE AIRPORT.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

THIS CONTRACT, made the 18th day of March, 2014.
Between **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and William R. Dorman
(Dorman Hay Company)

Hereinafter called the **CONTRACTOR. WITNESSETH**, that the County and the Contractor
for the consideration stated herein agree as follows:

1. **SCOPE OF WORK.** The contractor shall provide all equipment and materials in strict
accordance with the specification of the County and other documents herein mentioned
which are a part of this Contract in connection with the following

**“THE LEASING OF EIGHTY (80) ± ACRES TO BE HARVESTED AS
HAY AT THE PERRY – FOLEY AIRPORT.”**

The eighty (80) ± acre field was planted at the Perry – Foley Airport in March of 2001.

Hay is typically harvested in early June or late May, again in early August and again in
early October as weather permits. It is the successful bidder's option to harvest hay either
as rolls or square bales.

Field can be inspected weekdays by appointment by contacting Bill Roberts at 850-838-
3519 or at airport@taylorcountygov.com.

Additional information on the hay field and hay field quality may be obtained by
contacting:

Clay Olson, County Extension Director
Taylor County Extension Office
203 Forest Park Drive
Perry, FL 32348
850-838-3508 or at
cbolson@ufl.edu

The successful bidder is required to fertilize the eighty (80) ± acres at each hay cutting.
The successful bidder is required to provide the County all information as to the type of
fertilization and micro nutrients used at each cutting. Non-compliance with these
requirements is grounds for contract termination.

Successful bidder will provide weed control at rate and times to maintain or improve stand purity. Bidder will have all materials and rates and application technologies approved by the County prior to application. Non-compliance with these requirements is grounds for contract termination.

Bid will be awarded according to maximum revenue generated for the County.

Payment for lease will be due by September 30 of each year. The eighty (80) ± acres is being leased at \$87.00 per acre for a total annual payment of \$6,960.00.

2014 lease payment is due by 9/30/2014.
2015 lease payment is due by 9/30/2015.
2016 lease payment is due by 9/30/2016.
2017 lease payment is due by 9/30/2017.
2018 lease payment is due by 9/30/2018.

This agreement will be for a period of five (5) years.

If for some reason the successful bidder is unable to fertilize and harvest hay for an entire season the annual lease fee is still due to the County unless there is prior written consent from the Taylor County Board of Commission.

The successful bidder may not sub-lease the acreage.

Successful bidder has 30 days to provide proof of liability insurance according to County Policy.

The successful bidder may only use the land leased for the harvesting of hay.

Hay needs to be removed from the field within 30 days of baling.

2. **THE CONTRACT PRICE.** Successful Bidder shall pay to the County for the performance of this Contract, subject to any additions or deductions provided therein, by Cashier's check payable to the Taylor County Board of County Commissioners.
3. **PRESERVATION OF PROPERTY.** The Contractor shall preserve from damages all property associated with or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.
4. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, Agents or Employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the Contractor, its subcontractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its Subcontractors, Agents or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its Officer, Agents or Employees.

5. **GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance of at least \$1,000,000.00 holding the County harmless for the Contractor's negligence, **and list the County as additionally insured under the Contractor's coverage.**
6. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation law for all of its employees. The County will also accept a Florida Worker's Compensation Exemption Certificate with an executed Hold Harmless Release and Indemnity Agreement. The Exemption Certificate must list all employees of the contractor.
7. **COMPONENT PARTS OF THIS CONTRACT.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, in not attached, as if hereto attached.
- (a) Bid Specification and Details
 - (b) The Contractor's Proposal
 - (c) This Instrument

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

8. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: **BILL ROBERTS, PERRY – FOLEY AIRPORT, 401 INDUSTRIAL PARK DRIVE, PERRY, FLORIDA 32348 TELEPHONE (850)838-3519, or airport@taylorcountygov.com**
9. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be in Taylor County, Florida, and the prevailing party is entitled to reasonable attorney fees and costs.

See Attached Page

Must be Executed

IN WITNESS WHEREOF, THE Parties hereto have caused this instrument, as of the 18th day of March, 2014.

WITNESS:



ATTEST: Annie Mae Murphy
Annie Mae Murphy
Clerk of Courts

TAYLOR COUNTY

Malcolm V. Sage

Chairman

WITNESSES:

William Deenaw

Signature

STATE OF FLORIDA
COUNTY OF TAYLOR

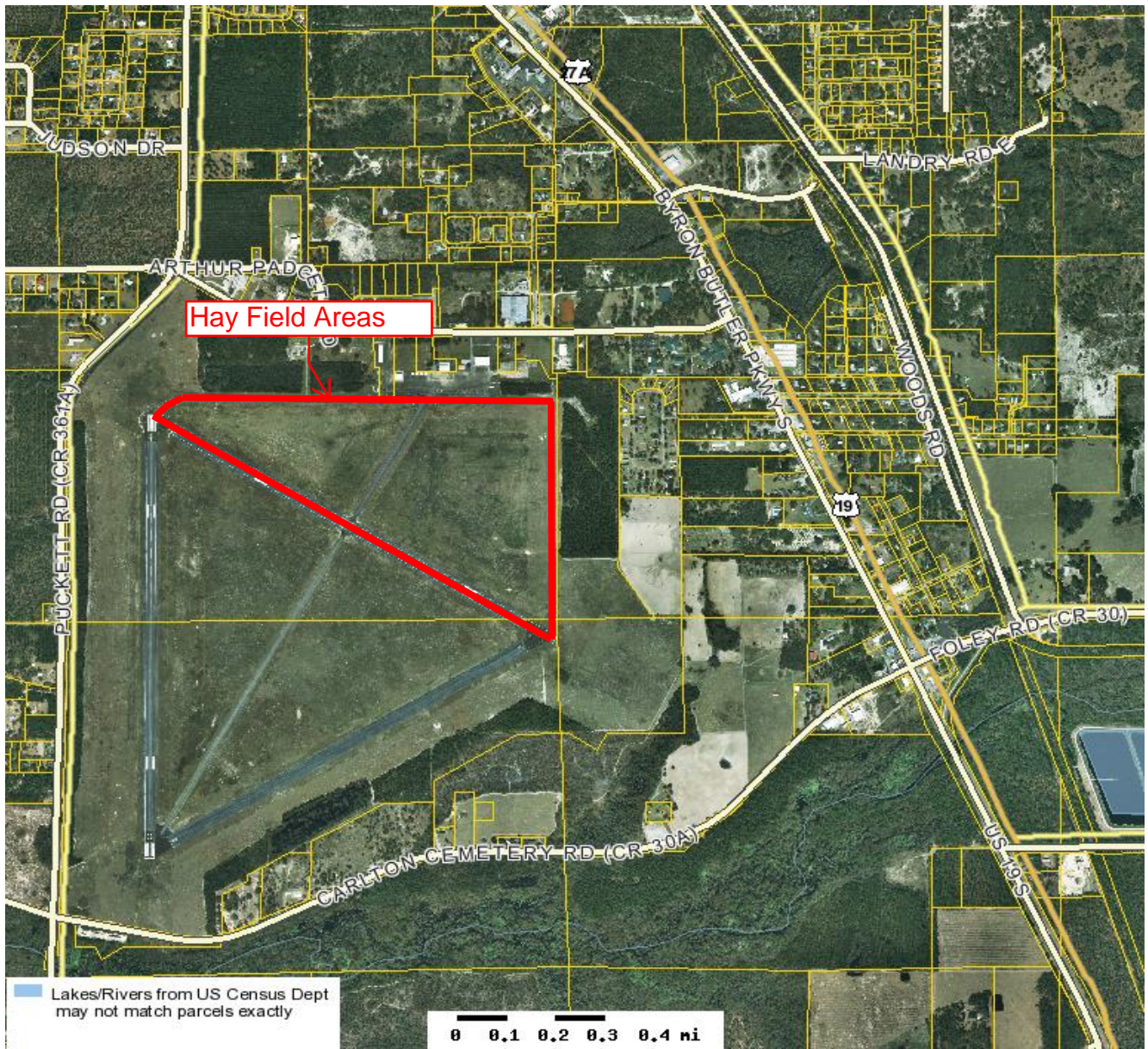
THIS FOREGOING INSTRUMENT was acknowledged before me this 18th day of March, 2014, who is personally know to me and who did not take an oath.

Jami L. Boothby
NOTARY PUBLIC

My Commission Expires: _____



Contract Amended February 21, 2014



Taylor County Property Appraiser			
Parcel: undefined Acres:			
Name:		Land Value	
Site:		Building Value	
Sale:		Misc Value	
Mail:		Just Value	
		Assessed Value	
		Exempt Value	
		Taxable Value	



The Taylor County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER TAYLOR COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 01/23/15 : 11:18:56



BOARD WORKSHOP

Agenda

5. THE BOARD TO RECEIVE AN UPDATE
ON ECONOMIC DEVELOPMENT ACTIVITIES.



BOARD WORKSHOP

Agenda

6. THE BOARD TO DISCUSS THE STATE OF 1ST AVENUE IN STEINHATCHEE AND FUNDING OPTIONS.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

May 6, 2014

Florida Department of Transportation
Attn: Jordan L. Greene, P.E.
1109 South Marion Avenue
Lake City, FL 32025-5874

RE: FDOT 5-year Work Program

Dear Mr. Greene:

The Taylor County Board of County Commissioners extends its appreciation to the Florida Department of Transportation for the continued joint effort of improving Taylor County under the Florida Department of Transportation's 5-year work program. To that extent, the Board offers the following roads as candidates:

<u>Priority</u>	<u>Highway</u>	<u>Length</u>	<u>Location</u>
<u>SCOP (Mill/Widen/Resurface)</u>			
1	Slaughter Road (359A)	2.3 miles	US HWY 19 - Harrison Blue Rd (CR 359A)
2	1 st Ave NE Steinhatchee	0.8 miles	SR 51 – SR51 (Steinhatchee)
3	Contractors Road	0.49 miles	Foley Rd (CR30) – Georgia Pacific Gate
4	Dark Island Road	0.67 miles	Beach Road (361) to Dark Island Park
5	Spring Warrior Road	6.7 miles	Puckett Road (361A) to Spring Warrior
<u>SCRAP (Mill/Resurface)</u>			
1	Gas Plant Road (359A)	1.0 miles	McDaniel Rd (CR359A) - Pisgah Rd (CR 361)
2	McDaniel Road (CR 359A)	1.3 miles	Wright Rd (CR 359A) - Pisgah Rd (CR 361)
3	Buckeye Credit Union Rd (CR356)	0.6 miles	Foley Rd (CR 30) - E Red Padgett Rd (CR 356A)
4	Cedar Island	0.4 miles	Beach Road (361) - End of Cedar Island Road
<u>CIGP (Mill/Resurface/Construct)</u>			
1	County Road 14 (CR 14)	8.8 miles	US HWY 98 - County Line (CR14)
<u>HRRR (Mill/Widen/Resurface)</u>			
1	Beach Road (361)	17.0 miles	Keaton Beach (361) – Perry Hwy US 19/SR 55

It is the Board's belief that these projects warrant improvement and will serve to improve the overall level of service. If you have any questions regarding this matter, please feel free to call me at (850) 838-3500. Thank you again.

Sincerely,

Handwritten signature of Jack R. Brown in black ink.
Jack R. Brown
County Administrator

cc: Each Member of the Board of County Commissioners
Kenneth Dudley, County Engineer


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SELECTION CRITERIA: expldgr.key_orgn='0308'
ACCOUNTING PERIOD: 4/15
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TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
 TOTALED ON: FUND,TOTL/DEPT
 PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-106 SECONDARY ROAD PROJECT FD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0308 SECONDARY-ROAD PAVING

			PERIOD	ENCUMBRANCES	YEAR TO DATE	AVAILABLE	YTD/BUD
ACCOUNT	TITLE	BUDGET	EXPENDITURES	OUTSTANDING	EXP	BALANCE	
55302	TOWER RD/LIMEROCK	10,000.00	.00	.00	.00	10,000.00	.00
55303	BLUE BAR RD/LIMEROCK	10,000.00	.00	.00	.00	10,000.00	.00
56310	COUNTY-WIDE ROAD PAVING	583,340.00	.00	.00	1,625.00	581,715.00	.28
56311	DISTRICT 1 - ROAD PAVING	13,027.00	.00	.00	.00	13,027.00	.00
56312	DISTRICT 2 - ROAD PAVING	20,856.00	.00	.00	.00	20,856.00	.00
56313	DISTRICT 3 - ROAD PAVING	187,494.00	.00	2,427.98	.00	185,066.02	1.29
56314	DISTRICT 4 - ROAD PAVING	32,782.00	.00	.00	.00	32,782.00	.00
56315	DISTRICT 5 - ROAD PAVING	42,401.00	.00	.00	.00	42,401.00	.00
	TOTAL SECONDARY-ROAD PAVING	899,900.00	.00	2,427.98	1,625.00	895,847.02	.45
	TOTAL SECONDARY ROAD PROJECT	899,900.00	.00	2,427.98	1,625.00	895,847.02	.45
TOTAL REPORT		899,900.00	.00	2,427.98	1,625.00	895,847.02	.45



BOARD WORKSHOP

Agenda

7. THE BOARD TO DISCUSS TUTEN CEMETERY ROAD, AS AGENDAED BY COMMISSIONER PAM FEAGLE.

Dustin Hinkel

From: Don Curtis <drcurtisjr@hotmail.com>
Sent: Friday, January 23, 2015 6:08 AM
To: Dustin Hinkel; Pam Feagle; Jim Moody; Michele Curtis; lydiaandrews5659@gmail.com; ray@smithcurtis.com; Don CurtisJr
Subject: RE: Tuten's Cemetery

Dustin,

OK, thanks. If I can help explain things in any way at your meetings, let me know. Also, I don't want to complicate things either. Your call - just let me know.

BTW, I was contacted yesterday by a couple of members of the Carter family (who have family buried there). They were visiting the cemetery to pay their respects. They've mowed the cemetery occasionally in the past, and asked me if they could continue doing so. I told them yes.
Don

Don Curtis, President - The Forestry Company
Lake Pleasant AgriTimber, Grace Lands, The "RC" Cattle Company
502 West Green Street, Perry, FL 32347
850-584-8887 office, 850-223-3494 fax, 850-843-1100 cell www.TheForestryCompany.com

Thought for the Day - ***The best time to plant a tree was 20 years ago, the 2nd best time is NOW!***

From: dustin.hinkel@taylorcountygov.com
To: drcurtisjr@hotmail.com; pfeagle@taylorcountygov.com; eaglesnestdeklebeach@excite.com; mrc1218@hotmail.com; lydiaandrews5659@gmail.com; ray@smithcurtis.com
Subject: RE: Tuten's Cemetery
Date: Thu, 22 Jan 2015 20:58:25 +0000

Hi Don,

The item could have been presented better. We will get it all straightened out for you.

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

[Click here to sign up for instant severe weather alerts and updates via email and text message!](#)

201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

dustin.hinkel@taylorcountygov.com
<http://www.taylorcountygov.com>

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: Don Curtis [mailto:drcurtisjr@hotmail.com]
Sent: Thursday, January 22, 2015 9:35 AM
To: Pam Feagle; Jim Moody; Don CurtisJr; Michele Curtis; lydiaandrews5659@gmail.com; Dustin Hinkel; ray@smithcurtis.com
Subject: RE: Tuten's Cemetery

Pam, thanks.

I'm sorry if my e-mail yesterday came across sharply (I got a bit of scolding for it from Michele :).

I was just a bit surprised, as I thought Dustin and I had a reasonable approach worked out that clears things up (vs being in limbo) about maintenance of the cemetery and road. That's why I didn't attend the commission meeting.

Either way, the cemetery needs some maintenance. Also, either way, Michele and I will leave the road and cemetery open for visitors to pay their respects.

Just keep me posted on how the workshop turns out.

I sure am glad y'all got the name corrected. Thanks again for that, as it is very important to Ms. Lydia.

Don

Don Curtis, President - The Forestry Company
Lake Pleasant AgriTimber, Grace Lands, The "RC" Cattle Company
502 West Green Street, Perry, FL 32347
850-584-8887 office, 850-223-3494 fax, 850-843-1100 cell www.TheForestryCompany.com

Thought for the Day - ***The best time to plant a tree was 20 years ago, the 2nd best time is NOW!***

From: pfeagle@taylorcountygov.com

To: drcurtisjr@hotmail.com

Subject: Re: Tuten's Cemetery

Date: Thu, 22 Jan 2015 12:40:28 +0000

Hi Don,

I've asked to have this issue placed on the workshop agenda next week then we will place the item on the next board agenda. Thank you for the input.

Sent from my iPhone

On Jan 21, 2015, at 10:42 AM, "Don Curtis" <drcurtisjr@hotmail.com> wrote:

Pam, thanks for fixing the name problem. That's an improvement.

Our preference is that you maintain both cemetery and road, or neither. It makes no sense to maintain one and not the other.

Please put it back on the agenda for Feb. Y'all need to make a decision - maintain both or maintain none.

thanks, Don

Don Curtis, President - The Forestry Company
Lake Pleasant AgriTimber, Grace Lands, The "RC" Cattle Company
502 West Green Street, Perry, FL 32347

850-584-8887 office, 850-223-3494 fax, 850-843-1100 cell www.TheForestryCompany.com

Thought for the Day - ***The best time to plant a tree was 20 years ago, the 2nd best time is NOW!***

From: pfeagle@taylorcountygov.com

To: drcurtisjr@hotmail.com

Subject: Tuten's Cemetery

Date: Wed, 21 Jan 2015 14:38:04 +0000

Good Morning Don,

FYI, we voted last night to change the sign to be Tuten's Cemetery Road and we will continue to maintain the road but not the cemetery. Have a great day, Pam



Taylor County

Board of County Commissioners'

Policy Manual

6.04

Policy #:	Title:	Effective Date:
2008-13	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. Routine 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



BOARD WORKSHOP

Agenda

8. THE BOARD TO DISCUSS PROPOSED ACTIONS REGARDING THE ROBERTS AMAN ROAD WIDENING AND RESURFACING PROJECT.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



COMMISSIONERS TO RECEIVE AND APPROVE SUPPLEMENTAL AGREEMENT NO. 1 FROM FDOT FOR THE WIDENING & RESURFACING OF ROBERTS AMAN ROAD (CR 361) IN THE AMOUNT OF \$500,000 AND CONSIDER CONSTRUCTION PROJECT BID AWARD.

MEETING DATE REQUESTED:

January 5, 2015

Statement of Issue:

Through the Florida Department of Transportation's (FDOT) Small County Outreach Program (SCOP), the Board was awarded \$369,949 for the widening and resurfacing of the unimproved portion of Roberts Aman Road (CR 361). Supplemental Agreement No. 1 will increase this original funding by \$500,000.

Bids received (9/16/2014) for the Project are as follows:

Anderson Columbia Co., Inc.	\$791,000
Peavy & Son Construction Co., Inc.	\$860,000
Sandco, Inc.	\$879,500
Capital Asphalt, Inc.	No Bid
Preferred Materials, Inc.	\$1,672,152.27

Recommended Action: Staff recommends that the Commission approve Supplemental Agreement No. 1 including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission. Staff also recommends that the Board award the Construction Project Bid that represents Taylor County's best interest as determined by the Board of County Commissioners.

Fiscal Impact: FISCAL YR 2014/15 - \$869,949.00 (total allocation)
Remaining Funds Available - \$829,039.00 (w/ S.A. #1)

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

On December 17, 2013, the Board of County Commissioners approved the Small County Outreach Program agreement with the Florida Department of Transportation to provide \$369,949 for the widening and resurfacing of the unimproved portion of Roberts Aman Road (CR 361) from just east of Joel Aman Rd to Johnson Stripling Road, approximately 0.85 miles. In December, 2014, the Board received Supplemental Agreement No. 1 offering to increase available funding by \$500,000. This funding makes it much more possible to complete the yet to be awarded roadway widening and resurfacing project in its entirety. Staff recognizes such funding is available solely from the continued

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SELECTION CRITERIA: expldgr.key_orgn='0308'
ACCOUNTING PERIOD: 4/15
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TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
 TOTALED ON: FUND,TOTL/DEPT
 PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-106 SECONDARY ROAD PROJECT FD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0308 SECONDARY-ROAD PAVING

	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
ACCOUNT - - - -	- TITLE - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/BUD
55302	TOWER RD/LIMEROCK	10,000.00	.00	.00	.00	10,000.00	.00
55303	BLUE BAR RD/LIMEROCK	10,000.00	.00	.00	.00	10,000.00	.00
56310	COUNTY-WIDE ROAD PAVING	583,340.00	.00	.00	1,625.00	581,715.00	.28
56311	DISTRICT 1 - ROAD PAVING	13,027.00	.00	.00	.00	13,027.00	.00
56312	DISTRICT 2 - ROAD PAVING	20,856.00	.00	.00	.00	20,856.00	.00
56313	DISTRICT 3 - ROAD PAVING	187,494.00	.00	2,427.98	.00	185,066.02	1.29
56314	DISTRICT 4 - ROAD PAVING	32,782.00	.00	.00	.00	32,782.00	.00
56315	DISTRICT 5 - ROAD PAVING	42,401.00	.00	.00	.00	42,401.00	.00
	TOTAL SECONDARY-ROAD PAVING	899,900.00	.00	2,427.98	1,625.00	895,847.02	.45
	TOTAL SECONDARY ROAD PROJECT	899,900.00	.00	2,427.98	1,625.00	895,847.02	.45
TOTAL REPORT		899,900.00	.00	2,427.98	1,625.00	895,847.02	.45



BOARD WORKSHOP

Agenda

9. THE BOARD TO DISCUSS A PROPOSED GOLF CART CROSSING AT BUCKEYE CREDIT UNION ROAD.

Dustin Hinkel

From: Kenneth Dudley
Sent: Friday, January 23, 2015 9:47 AM
To: Dustin Hinkel
Cc: Margaret Dunn; Andy McLeod; Brenda Brannen
Subject: RE: Golf Cart Crossing
Attachments: 1.30.2013_Peak Hour Volume.pdf

Probably not a big deal now with the bridge weight restricted. May not be such a good idea once the bridge is replaced and open to general highway loading. Incredibly scary for an 88K pound truck to see a golf cart in the road and try to slow down or even stop.

We took counts in 2013. There was one Wednesday that had a high count but the counter tubes may not have been working so good since it seems to be missing a few days for some reason.

I will have Hank recount.

Kenneth Dudley, P.E.

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: Dustin Hinkel
Sent: Friday, January 23, 2015 9:28 AM
To: Kenneth Dudley
Cc: Margaret Dunn
Subject: Golf Cart Crossing

Kenneth,

Commissioner Moody has received a request from Yates regarding establishing a golf cart crossing on CR-356. They have acquired the old credit union and would like to drive golf carts back and forth from the mill. Conrad advised at the meeting Tuesday that we should put out a traffic counter to establish the level of traffic before moving forward on the process. What are your thoughts? Could you please coordinate with Hank to have this set out next week?

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

[Click here to sign up for instant severe weather alerts and updates via email and text message!](#)

201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

dustin.hinkel@taylorcountygov.com

<http://www.taylorcountygov.com>

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Taylor County Engineering

201 East Green Street
Perry, FL 32347

PH: 850.838.3500 Fax:850-838-3501
www.taylorcountygov.com

Page 1

Date Printed: 23-Jan-15

FENHOLLOWAY BRIDGE_CLASSIFICATION

Date Start: 30-Jan-13

Date End: 07-Feb-13

Start Time	28-Jan-13 Mon	29-Jan-13 Tue	30-Jan-13 Wed	31-Jan-13 Thu	01-Feb-13 Fri	Weekday Average	02-Feb-13 Sat	03-Feb-13 Sun
12:00 AM	*	*	*	4	4	4	7	7
01:00	*	*	*	1	2	2	8	6
02:00	*	*	*	5	5	5	7	7
03:00	*	*	*	6	6	6	3	9
04:00	*	*	*	7	6	6	7	9
05:00	*	*	*	6	8	7	3	2
06:00	*	*	*	11	9	10	2	1
07:00	*	*	*	46	26	36	12	5
08:00	*	*	*	48	35	42	14	8
09:00	*	*	*	20	23	22	7	9
10:00	*	*	*	17	28	22	16	16
11:00	*	*	*	25	19	22	11	13
12:00 PM	*	*	*	25	28	26	18	16
01:00	*	*	*	39	36	38	22	15
02:00	*	*	*	22	32	27	12	20
03:00	*	*	18	33	25	25	22	21
04:00	*	*	27	38	27	31	26	26
05:00	*	*	31	39	41	37	24	16
06:00	*	*	54	70	47	57	28	21
07:00	*	*	33	24	29	29	23	18
08:00	*	*	24	19	22	22	21	17
09:00	*	*	19	8	15	14	14	14
10:00	*	*	6	7	9	7	12	4
11:00	*	*	9	5	15	10	14	7
Total	0	0	221	525	497		333	287
Percentage	0.0%	0.0%	43.6%	103.6%	98.0%		65.7%	56.6%
AM Peak	-	-	-	08:00	08:00	-	10:00	10:00
Vol.	-	-	-	48	35	-	16	16
PM Peak	-	-	18:00	18:00	18:00	-	18:00	16:00
Vol.	-	-	54	70	47	-	28	26



Taylor County Engineering

201 East Green Street
Perry, FL 32347

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Page 2

Date Printed: 23-Jan-13

FENHOLLOWAY BRIDGE_CLASSIFICATION

Date Start: 30-Jan-13

Date End: 07-Feb-13

Start Time	04-Feb-13 Mon	05-Feb-13 Tue	06-Feb-13 Wed	07-Feb-13 Thu	08-Feb-13 Fri	Weekday Average	09-Feb-13 Sat	10-Feb-13 Sun
12:00 AM	8	3	7	6	*	6	*	*
01:00	4	7	2	8	*	5	*	*
02:00	4	3	3	4	*	4	*	*
03:00	3	4	2	8	*	4	*	*
04:00	1	5	3	2	*	3	*	*
05:00	6	8	8	11	*	8	*	*
06:00	12	12	13	15	*	13	*	*
07:00	27	38	41	44	*	38	*	*
08:00	45	44	58	50	*	49	*	*
09:00	25	22	27	27	*	25	*	*
10:00	12	19	25	28	*	21	*	*
11:00	20	23	34	23	*	25	*	*
12:00 PM	28	28	42	35	*	33	*	*
01:00	35	29	45	35	*	36	*	*
02:00	43	37	46	27	*	38	*	*
03:00	50	27	33	*	*	37	*	*
04:00	34	29	37	*	*	33	*	*
05:00	30	38	37	*	*	35	*	*
06:00	58	57	63	*	*	59	*	*
07:00	23	23	30	*	*	25	*	*
08:00	25	16	16	*	*	19	*	*
09:00	11	12	12	*	*	12	*	*
10:00	4	8	11	*	*	8	*	*
11:00	15	6	12	*	*	11	*	*
Total	523	498	607	323	0		0	0
Percentage	95.6%	91.0%	111.0%	59.0%	0.0%		0.0%	0.0%
AM Peak	08:00	08:00	08:00	08:00	-	-	-	-
Vol.	45	44	58	50	-	-	-	-
PM Peak	18:00	18:00	18:00	12:00	-	-	-	-
Vol.	58	57	63	35	-	-	-	-
Total		498	828					



BOARD WORKSHOP



Select Year: 2014 ▼ Go

The 2014 Florida Statutes

[Title XXIII](#)

MOTOR VEHICLES

[Chapter 316](#)

STATE UNIFORM TRAFFIC CONTROL

[View Entire Chapter](#)

316.212 Operation of golf carts on certain roadways.—The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, or a municipal street that has been designated by a municipality, for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to s. [335.0415](#) if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and

2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is

not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks of the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is 35 miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(7) A golf cart may not be operated on public roads or streets by any person under the age of 14.

(8) A local governmental entity may enact an ordinance relating to:

(a) Golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government's jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

(b) Golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:

1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;

2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;

3. The ordinance restricts golf carts to a maximum speed of 15 miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;

4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by s. [316.271](#); and

5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

History.—s. 2, ch. 83-188; s. 1, ch. 84-111; s. 2, ch. 88-253; s. 322, ch. 95-148; s. 4, ch. 96-413; s. 168, ch. 99-248; s. 7, ch. 2000-313; s. 6, ch. 2005-164; s. 3, ch. 2008-98; s. 46, ch. 2010-223.



BOARD WORKSHOP

Agenda

10. THE BOARD TO DISCUSS A PROPOSED ACQUISITION OF $\frac{3}{4}$ CITY BLOCK FOR A NEW COURTHOUSE ANNEX NORTH OF THE COURTHOUSE.



BOARD WORKSHOP

Agenda

11. THE BOARD TO DISCUSS HAMPTON SPRINGS PARK OPERATIONS.



BOARD WORKSHOP

Agenda

12. THE BOARD TO DISCUSS THE KEATON BEACH TO DARK ISLAND BIKE LANE PROJECT.

Dustin Hinkel

From: TCWSD <tcwsd@fairpoint.net>
Sent: Thursday, December 11, 2014 3:20 PM
To: Dustin Hinkel; TCWSD
Subject: Bike Path/Trail
Attachments: Utility Estimate Summary.pdf; "Certification"

Dustin,

We received an email from the Florida DOT on August 7, 2014 regarding the proposed Bike Path/Trail which will be constructed from the Keaton Beach Coastal Park to Dark Island. We contacted the DOT and explained that we had not been made aware of this project prior to contact by the DOT, that we did not have an engineer on staff, and that we had no money in our budget for a project of this scope. The DOT responded that our Field Supervisor could review the plans and mark where any conflicts would occur with our water lines, and submit them. On August 28, 2014, we returned the marked water line drawings to the DOT.

On September 10, 2014 we received a call from Florida DOT asking to hold a meeting here in Keaton Beach for the affected utilities and we agreed to allow them to use our District Offices for the meeting to be held on October 7, 2014. At the meeting on October 7, 2014 we were informed that Taylor Coastal Water & Sewer District would have to bear the costs associated with this Bike Path/Trail, including engineering and construction costs incurred as a result of conflicts where our water lines were located. We were also informed that we might be able to apply for a waiver or hardship program to mitigate the costs.

On October 29, 2014 we received an email from Florida DOT explaining the process to apply for financial hardship. One of the forms that needs to be completed (Utility Estimate Summary) requires the assistance of an engineer and/or licensed contractor. Diane Carlton, our Office Manager, called Mr. Dudley the County Engineer and asked for his assistance with this form. Mr. Dudley declined to help us with this matter and asked why he had not been invited to the meeting that was held on October 7, 2014. Ms. Carlton explained that we were merely the meeting place and that it was the DOT that initiated the meeting.

On November 20, 2014 our Field Supervisor completed his drawings of the pipe conflicts and returned those to the Florida DOT. We were again informed that we needed to complete a Utility Estimate Summary to apply for possible financial hardship, but that if we could locate easements granted to us by the County, we would not be responsible for any of the costs incurred during construction. After discussions with Jones Edmonds (the engineering firm who we used during the Sewer construction) it was determined that it would cost the District approximately \$2,500 to get this form completed by a Licensed Contractor. We contacted a Contractor and made an appointment for him to begin the project on December 12, 2014.

Yesterday, December 10, 2014, we located the easements that were granted to Taylor Coastal Utilities by Taylor County for the water lines running all through the District. We ordered a copy from the County and sent the link to the DOT to review. When we called the DOT today, (December 11, 2014) we were given a lot of conflicting information regarding their waiver. We were informed that the costs we incurred completing their required Utility Estimate Summary would not be reimbursed under a hardship waiver, that the District may not qualify for a hardship because we are not "owned" by the County, that the easements granted by the County may not be useable because it is a County not a State Road, and that if we do not comply with their requests in a timely manner, the DOT will step in and we will be billed at a later date for any and all costs. In light of the information we received today from the DOT, we have cancelled our appointment with the Contractor to complete the Utility Estimate Summary to avoid incurring costs that we might not be able to recoup.

Dustin, the District is not in a financial position to take on these construction costs. If we had been informed in 2011 of the plan, we might have been able to add some monies into the budget for future costs, but we do not have a line item for special projects. The District has just been through the process of raising our sewer rates and implementing a grinder pump fee to our customers, and we do not feel any additional costs for "special projects" should be passed onto them. Our Board has asked me to find out (1) if this is a grant funded project, and if so, did the County apply for monies to fund the construction? (2) Can the County request a modification to the plan to avoid conflicts with our water lines? (3) Can the County provide some assistance with the Utility Estimate Summary? and (4) Can the County provide information/explanations to the DOT regarding the easement that was granted and recorded under instrument #000094788?

We would appreciate any help you can provide with this. Our contact at the Florida DOT has been Shawn Lewis, 386-758-3721.

Thank you!

Lynette

--

Lynette Senter, Assistant Office Manager
Taylor Coastal Water & Sewer District

"This institution is an equal opportunity provider and employer."
Please note: Florida has a very broad public record law. Most written communications to and from officials regarding business are available to the media and public upon request. Your email communications may be subject to public disclosure.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32025-2014

ANANTH PRASAD, P.E.
SECRETARY

August 15, 2014

The Honorable Malcolm Page, Chair
Taylor County Board of County Commissioners
201 E. Green Street
Post Office Box 620
Perry, Florida 32348

Subject: CONSTRUCTION & MAINTENANCE AGREEMENT
2.4 miles of paved shoulders bike lanes
From Dark Island Drive to Keaton Beach Drive
Financial Project ID: 430517-1-52-01
Federal ID: 8886-353-A

Dear Chair Page:

Enclosed for your file is a fully executed copy of the Construction & Maintenance Agreement for the subject project.

Thank you for your assistance in securing approval and execution of this agreement. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 3722.

Sincerely,

Signed on behalf of
James M. Driggers, P.E.
District Two Program Administration Engineer

JMD:ke:mm
Enclosures

CC: Mr. Dustin Hinkel, County Manager
Mr. Kenneth Dudley, P.E., Taylor County Director of Engineering
Ms. Sandra Croft, Work Program
Mr. Blake Hunter, P.E., Chiefland Maintenance Engineer
Ms. Tracy Witt, Program Management

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County ("Agency").

-RECITALS-

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, owned by the Agency and more particularly described as CR 361 from Dark Island Drive to Keaton Beach Drive, as shown in attached **Exhibit "A"**; and
2. The term "Improvement" means and shall refer to 2.4 miles of paved shoulder bike lanes from Dark Island Drive to Keaton Beach Drive, as more particularly shown in attached **Exhibit "A"**; and
3. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and
4. The Department shall construct the Improvement on the Property; and
5. A date for the commencement of construction of the Improvement has not been established; and
6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and
7. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and
8. By Resolution N/A dated 7/22/14, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "B"**.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

4. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

5. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

6. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

7. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

8. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain, and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

9. WARRANTIES

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

10. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

11. PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

12. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

13. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by the Agency as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes.

14. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Mr. Blake Hunter, P.E.
Chiefland Maintenance
1820 South Young Boulevard
Chiefland, Florida 32626

Agency: Mr. Dustin Hinkel, County Manager
201 E. Green Street
Post Office Box 620
Perry, Florida 32348

15. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

16. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

17. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

18. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

19. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

20. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

21. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

22. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

23. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

24. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

25. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

26. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

27. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

28. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

29. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

30. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

31. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of eight (8) pages.

Florida Department of Transportation

By: Greg Evans
Printed Name: Greg Evans
Title: District 1st Secretary
Date: 09/15/14

Attest:

By: Lisa Lambert
Printed Name: Lisa Lambert
Title: Executive Secretary
Date: Aug 15, 2014

Legal Review:

By: Melissa H. Beachell 8-14-14
Office of the General Counsel
Florida Department of Transportation



Taylor County

By: Malcolm V. Sage
Printed Name: Malcolm V. Sage
Title: Chairman BCC
Date: 7-23-14

Attest:

By: Annie Mae Murphy
Printed Name: Annie Mae Murphy
Title: Clerk to Board
Date: July 22, 2014

Legal Review:

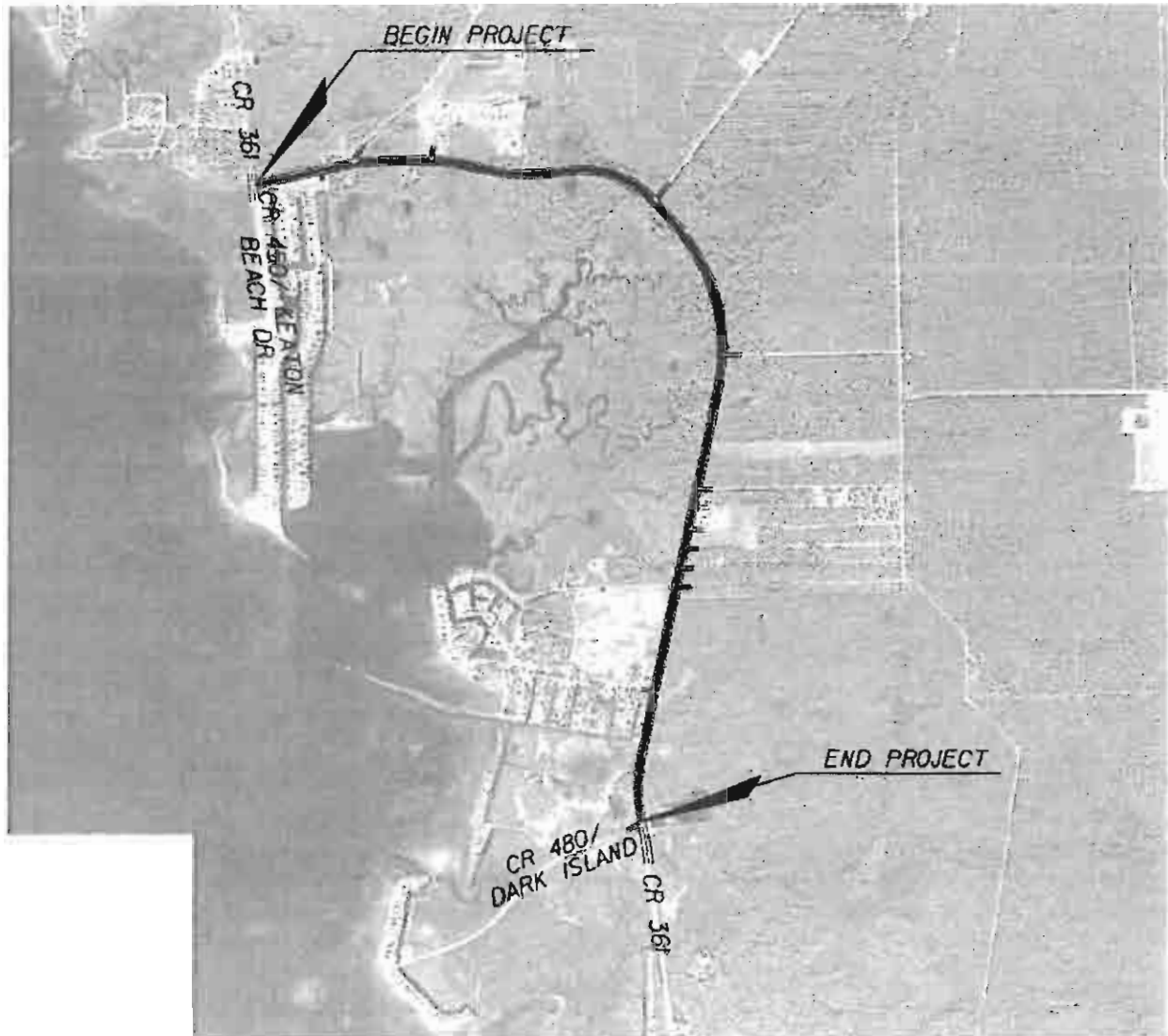
By: _____
Legal Counsel for Agency



EXHIBIT "A"

(PROPERTY DESCRIPTION)

2.4 miles of paved shoulder bike lanes from Dark Island Drive to Keaton Beach Drive



Financial Project Id. No. 430517-1-52-01

Federal Id. No. 8886-353-A

Project Description: CR 361 from Dark Island Drive to Keaton Beach Drive
Off System Department Construct Agency Maintain

EXHIBIT "B"

(RESOLUTION)

RESOLUTION NO. N/A

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into a Construction & Maintenance Agreement to improve a portion of Beach Road from Keaton Beach Drive to Dark Island, and

WHEREAS, the Construction & Maintenance Agreement will allow FDOT to construct an approximately 2.4 mile multi-use trail as paved shoulders within the Coastal Community, and

WHEREAS, the Construction & Maintenance Agreement will have no financial, project oversight or administrative obligations on Taylor County, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute the Construction & Maintenance Agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Keaton Beach Coastal Park trailhead Construction & Maintenance Agreement.

PASSED in regular session this 22 day of July, 2014.



ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: Malcolm V. Page
MALCOLM PAGE, Chairperson

1930
TAYLOR COUNTY
FILE NUMBER 94788

OFFICIAL
RECORD 355 PAGE 268

THIS INSTRUMENT PREPARED BY:
MICHAEL S. SMITH
SMITH, SMITH & PARKER
ATTORNEYS AT LAW, P. A.
POST OFFICE DRAWER 579
PERRY, FL 32347
(904) 584-3812

FILED FOR RECORD
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

JUN 09 1995

2:50 P.M.
RECORDED IN OFFICIAL
RECORD 355 PAGE 268
ANNIE MAE MURPHY

EASEMENT AGREEMENT

Know all men by these present, made this 9th day of June, 1995, that Taylor County, Florida, a political sub-division of the State of Florida, by and through its board of county commissioners, hereinafter referred to as "grantor," in consideration of the sum Ten Dollars (\$10.00) and other good and valuable considerations receipt of which is hereby acknowledged does hereby grant and convey to TAYLOR COASTAL UTILITIES, INC. A FLORIDA NOT FOR PROFIT CORPORATION, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement to construct, reconstruct, operate and main in perpetuity utility systems and distribution lines related thereto (water) over, upon and across the following described lands in Taylor County, Florida, hereinafter referred to as the Easement Area to-wit:

AS SET OUT AND DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Together with the right to maintain, improve, repair, rebuild, replace and inspect the utility systems and distribution lines from time to time over, upon and across the Easement Area.

Grantee shall have the right, when reasonably necessary or convenient, to maintain the Easement Area to insure safe and efficient operation of the utility systems and distribution lines including the reasonable right to enter upon the adjoining lands of the Grantor for the purpose of exercising the rights granted herein.

Grantee shall have all other rights in and to the Easement Area compatible with

Grantees right to safe and efficient operation of the utility systems and distribution lines including but not limited to, the right to use the Easement Area for ingress and egress.

Grantee and its successors and assigns shall indemnify and hold Grantor and its successors and assigns harmless from any and all loss, damage, costs, claims, suits, liabilities or expenses, including reasonable attorneys fee, by virtue of any injury or death of persons or damage to property caused by any negligent or wrongful act or omissions of Grantee, its employees, or agents.

Grantor warrants and covenants that it has the right to convey to Grantee this easement and Grantee shall have quiet and peaceful possession, use and enjoyment of same.

All covenants, terms, provisions and conditions contained herein shall insure and extend to and be binding upon the successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have hereto set their hands and seals, this 8th day of June, 1995.

Signed, sealed and delivered in the presence of:

(OFFICIAL SEAL)

ATTEST: Annie Mae Murphy
ANNIE MAE MURPHY
CLERK/DEPUTY CLERK OF
THE CIRCUIT COURT

Cynthia G. Mock
PRINT NAME: Cynthia G. Mock

Robert Starling
PRINT NAME: ROBERT STARLING

TAYLOR COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS
BY: Frank Russell
FRANK RUSSELL
CHAIRMAN

(CORPORATE SEAL)

TAYLOR COASTAL UTILITIES, INC.
A FLORIDA NOT FOR PROFIT CORPORATION

Glenda G. Huxford
PRINT NAME: GLEND A. HUXFORD


BY: Travis R. Beach
TRAVIS BEACH
PRESIDENT

Debbie Fleming
PRINT NAME: Debbie Fleming

ATTEST: Robert W. Meissner
ROBERT W. MEISSNER
SECRETARY/TREASURER

STATE OF FLORIDA,
COUNTY OF TAYLOR,

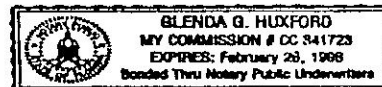
THE FOREGOING WAS ACKNOWLEDGED BEFORE ME, THE UNDERSIGNED AUTHORITY, BY ANNIE MAE MURPHY, CLERK OF CIRCUIT COURT OF TAYLOR COUNTY, FLORIDA AND FRANK RUSSELL, CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA WHO () ARE PERSONALLY KNOWN TO ME; OR, WHO () PRODUCED AS IDENTIFICATION, AND WHO PERSONALLY APPEARED BEFORE ME AT THE TIME OF NOTARIZATION, THIS 8th DAY OF JUNE, 1995.

Cynthia G. Mock
NOTARY PUBLIC
 CYNTHIA G. MOCK
MY COMMISSION # CC 24056 EXPIRES
December 4, 1996
Bonded Thru Troy Fair Insurance, Inc.

STATE OF FLORIDA,
COUNTY OF TAYLOR,

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME, THE UNDERSIGNED AUTHORITY, BY TRAVIS BEACH, AS PRESIDENT AND ROBERT W. MEISSNER, AS SECRETARY OF TAYLOR COASTAL UTILITIES, INC. A FLORIDA NOT FOR PROFIT CORPORATION, ON BEHALF OF SAID CORPORATION, WHO (X) ARE PERSONALLY KNOWN TO ME; OR, WHO () PRODUCED AS IDENTIFICATION, AND WHO PERSONALLY APPEARED BEFORE ME AT THE TIME OF NOTARIZATION, THIS 9th DAY OF JUNE, 1995.

Glenda G. Huxford
NOTARY PUBLIC GLEND A. HUXFORD



All streets, roads, alleys, avenues or public roads within the Keaton Beach and Dekle Beach, Ezell Beach, Dark Island, Cedar Island Subdivisions of Taylor County, Florida, in addition to the following described roads alleys, streets and public areas: County Road No. 55, also known as "Hiram Parker, Racking Road," State Road No. S-361, Ezell Beach Road, Presbyterian Church Road, Jodie Morgan Grade, Ben Lindsey Road, Eagle Way, Meeting House Street, Dove Way, Grackle Grade, Hawk Ridge Road, Pelican Place, Cedar Island Road, Blue Creek Drive, Heron Road, Cormorant Road, Osprey Road, Sandpiper Road, Widgeon Road, Dark Island Road, Lindsey Island Road, Fish Creek Road, Cooley Island Road, and Bird Island Road, Dekle Beach Boulevard, Palmetto Road, Mexico Road, Front Street, Dekle Beach Bridge Road, 4 Wheel Drive, Gibson Road, Blue Creek Drive, Cortez Road, Balboa Road, Ponce de Leon Road, Pine Island Road, Jody Morgan Road, Gulf Haven Drive, Blue Springs Lake Road, Ben Lindsey Road, Eagle Way, Meeting House Street, Dove Way, Grackle Grade, Hawk Ridge, Pelican Place, Cedar Cove, Cedar Island Road, Osprey Road, Heron Road, Ibis Road, South Sandpiper Road, Kingfisher Road, Cedar Island Road Circle, Sunset Road (Dark Island Road), Lindsey Island Road, North Gulfview Drive, South Gulfview Drive, Bird Island Road, Fish Creek Road from the general area of the intersection with 361 and the end at the Gulf.

This easement shall include any and all roads and areas described above in which the Grantor has any rights, title or authority by way of common law or prescriptive easement, express or implied dedication or pursuant to federal, state or local law.

		BUDGET 2014-2015			
		SEWER	WATER	OFFICE	TOTAL
Income					
	ADJUSTMENTS, RVS BILLING				
	LATE FEES, RVS	1,200	1,200		2,400
	SEWAGE SALES	235,000			235,000
	WATER CONNECTION FEE (RVS MEMBERSHIP)		2,000		2,000
	WATER SALES		172,530		172,530
	GRINDER PUMP FEES	65,400			65,400
Total Income		301,600	175,730		477,330
Gross Profit		301,600	175,730		477,330
Expense					
REQUIRED DEBT PAYMENTS					
	USDA PAYMENT 91-03 WATER CO PURCHASE		21,323		21,323
	USDA PAYMENT 92-01 PHASE I	36,180			36,180
	USDA PAYMENT 92-05 PHASE II	21,835			21,835
	SAVINGS RESERVE FOR WATER	25,104			25,104
	SAVINGS RESERVE FOR GRINDER PUMP FEES	65,400			65,400
	SAVINGS RESERVE FOR SEWER	23,352			23,352
	FLORIDA RETIREMENT PMT TO TAYLOR COUNTY	800	800	800	2,400
	ACCOUNTING	2,834	2,834	2,834	8,502
	ADVERTISING	200	200	200	600
	BAD DEBT EXPENSE				-
	BANK CHARGES/SERVICE CHARGES			225	225
	CHEMICALS	1,500	1,500		3,000
	COMPUTER EXPENSES/SERVICE & SOFTWARE			3,500	3,500
	DUES & SUBSCRIPTIONS			600	600
	EDUCATION/CONFERENCE EXPENSE	500	500		1,000
	EMPLOYEE MEDICAL SUPPLEMENT \$300/mo/emp	7,200	3,600	7,200	18,000
	ENGINEERING SERVICES			500	500
	FREIGHT	600	100	100	800
	GAS/OIL/DIESEL	2,500	300		2,800
	GROUNDWATER MONITORING, WWTP	5,000			5,000
	INSURANCE - AUTO	1,964			1,964
	INSURANCE - BONDS (Comm, Emp Dis, D&O Liab.)	858	858	858	2,574
	INSURANCE - GENERAL LIABILITY	575	575	575	1,725
	INSURANCE - POLLUTION (WWTP DIESEL TANK)	664			664
	INSURANCE - PROPERTY	539	539	539	1,617
	INSURANCE - WORKERS COMPENSATION	1,300	1,300	1,300	3,900
	LAB TESTING/SUPPLIES	2,600	1,500		4,100
	LANDSCAPING		-	500	500
	LEGAL/PROFESSIONAL FEES	1,000	1,000	1,000	3,000

	BUDGET 2014-2015			
	SEWER	WATER	OFFICE	TOTAL
LICENSES & PERMITS	900	750	350	2,000
MOWING	1,000	500	100	1,600
OFFICE SUPPLIES			3,000	3,000
OPS - Other People's Service (Non-employee comp)	-	-		-
POSTAGE	1,011	1,011	1,011	3,033
REPAIRS / MAINTENANCE	8,474	3,000	1,000	12,474
REPLACEMENT PARTS	7,500	3,000		10,500
RETIREMENT CONTRIBUTION-FRS	3,240	2,360	3,224	8,824
SAFETY EQUIPMENT	110	50	40	200
SALARIES & WAGES	40,500	29,500	40,300	110,300
SLUDGE HAULING	7,100			7,100
SMALL TOOLS	700	700	-	1,400
SYSTEM/PROPERTY UPGRADES	500	500	6,100	7,100
TAXES-PAYROLL	3,119	2,272	3,103	8,494
TELEPHONE	1,000	1,000	1,000	3,000
TRACTOR MAINTENANCE	250	250		500
TRAVEL/MILEAGE	300	2,400	300	3,000
UTILITIES (ELECTRICAL SERVICE)	21,300	4,100	1,600	27,000
VEHICLE MAINTENANCE	500			500
WARRANTY CONTRACTS				-
WATER TANK MAINTENANCE		7,140		7,140
TOTAL EXPENSES	300,009	95,462	81,859	477,330



BOARD WORKSHOP

Agenda

13. THE BOARD TO DISCUSS FY 2016
BUDGET PRIORITIES AND POLICIES.



BOARD WORKSHOP

Agenda

14. THE BOARD TO REVIEW AND DISCUSS
THE FOLLOWING POLICIES AND
ORDINANCES:

- A. LIBRARY PATRONS POLICY
- B. WATER SHORTAGE ORDINANCE
- C. 911 SURCHARGE ORDINANCE
- D. 2015 BOARD RULES



Taylor County

Board of County Commissioners'

Policy Manual

Policy #:	Title:	Effective Date:
9.01	Library Patron Rights and Responsibilities	02/02/15

PURPOSE

Publicly supported library service is based upon the First Amendment right of free expression. Taylor County maintains a library environment that is conducive to all users' exercise of their constitutionally protected right to receive information. In order to protect all library users' right of access to library facilities, to ensure the safety of users and staff, and to protect library resources and facilities from damage, the Board of County Commissioners imposes the following reasonable restrictions on the manner of library access.

REFERENCE

Three Rivers Regional Library System Interlocal Agreement

POLICY

(A) GENERAL CONDITIONS AND POLICIES

- 1. Parents or other adults accompanying minor children are responsible for those children in the Library. Library staff is not responsible for unattended children. Parents or other adults accompanying minor children should remain in the Library during scheduled Library sponsored children's programs.**
- 2. Eating and drinking are only allowed in designated areas of the Library.**
- 3. Normal conversations are allowed.**
- 4. Taylor County Public Library reserves the right to inspect packages.**
- 5. The following acts are strictly prohibited:**
 - a. Noise or talking which disturbs others.**
 - b. Intoxication from use of alcohol or drugs.**
 - c. Use of the wrong restroom or bathing in restrooms.**
 - d. Campaigning, soliciting or petitioning.**
 - e. Fighting.**
 - f. Harassment and verbal, visual, or physical abuse of Library patrons or staff.**
 - g. Use of radios or TVs without headphones.**
 - h. Improper use or destruction of Library property.**
 - i. Running or noisy playing.**

- j. Repetitive breaking of Library rules or misuse of Library spaces, materials or equipment.
 - k. Possession on Library grounds of a weapon, electric weapon, a firearm, a destructive device or explosive as defined in Florida Statutes 790.
 - l. Loitering in the entrance and lobby.
 - m. Smoking.
 - n. All acts and behaviors as prohibited by law or ordinance.
6. All patrons under the age of 16 must be accompanied and supervised by a parent or guardian. It is not the responsibility of the Library staff to supervise individual children. If an unattended minor is discovered, then Library Staff will attempt to contact the minor's parent or guardian. If contact cannot be made or the minor refuses to cooperate with staff, then the Police Department will be called to assist in locating the minor's parent or guardian.

(B) DISRUPTIVE PATRONS

1. **Definition** – Disruptive behavior is any behavior on library premises which infringes on the rights of others to use the library. This includes, but is not limited to, the prohibited acts enumerated in Section (A)(5), including abusive language, illegal activity, fighting and/or staff verbal or physical harassment. Such behavior will not be allowed to interfere with library service to others.
2. **Procedure** – Disruptive patrons will be handled in the following manner by library staff and/or security guard on duty.
 - a. Patron given a verbal warning indicating that such behavior is disruptive to other library users and is unacceptable.
 - b. If the disruptive behavior continues, a second warning is given, and if the patron is a minor, the parent/guardian is given the same warning.
 - c. If the disruptive behavior continues the patron will be asked to leave the library premises. If the patron is a minor, then the parent/guardian will be asked to escort the patron from the library premises.
 - d. If the patron's disruptive behavior continues and he/she refuses to leave the library premises, or if the parent/ guardian will not escort the child from the library premises, library staff is authorized to call the Police (911). Failure to leave the Library when asked to do so will subject the person to possible arrest under Florida Statutes 810.08 "Trespass in Structure of Conveyance". Persons whose behavior is disruptive or dangerous may be placed on "Trespass after Warning" notification with the police.
3. **Documentation** – Library staff will document each interaction with patrons in the enforcement of the rules and procedures of this policy. Documentation shall be maintained by library staff to ensure consistency and justification of enforcement. This documentation shall include at least the following information:
 - a. Date and time of the infraction.
 - b. Name(s) of the patrons and staff involved.
 - c. Summary narrative of the behavior encountered and enforcement actions taken.

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

November 21, 2014

Mr. Dustin Hinkel
County Administrator
County Offices
201 East Green Street
Perry, Florida 32347

Re: Year Round Water Conservation Measures and Water Shortage Ordinance

Dear Dustin:

I read through the above proposed Ordinance and I'm getting Karen, my secretary to re-type it and also prepare a Notice to go in the newspaper.

I have one problem that you and I need to discuss.

I don't know that you can do penalties by Resolution so please give me a call.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

November 21, 2014

Mr. Dustin Hinkel
County Administrator
County Offices
201 East Green Street
Perry, Florida 32347

Re: Year Round Water Conservation Measures and Water Shortage Ordinance


Dear Dustin:

Please find enclosed the Ordinance and Notice regarding the above.

If you have any questions, please feel free to give me a call.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

enclosures

Cc: Hon. Annie Mae Murphy

**YEAR-ROUND WATER CONSERVATION MEASURES AND WATER SHORTAGE
ORDINANCE**

ORDINANCE NO. _____

**AN ORDINANCE OF TAYLOR COUNTY, FLORIDA;
PROVIDING FOR LOCAL IMPLEMENTATION OF BOTH
YEAR-ROUND WATER CONSERVATION MEASURES AND
TEMPORARY WATER SHORTAGE RESTRICTIONS;
PROVIDING FOR RECOGNITION OF RELATED RULES OF
THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT
ON A COUNTYWIDE BASIS; PROVIDING DEFINITIONS;
PROVIDING FOR ENFORCEMENT AND PENALTIES;
PROVIDING FOR CODIFICATION; REPEALING ANY
INCONSISTENT PROVISIONS; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the jurisdiction of Taylor County includes lands located in the Suwannee River Water Management District; and,

WHEREAS, year-round water conservation measures are an integral component of long-term efforts to preserve and protect water supplies and water resources; and

WHEREAS, a water shortage or water shortage emergency may be declared from time to time by the Suwannee River Water Management District affecting Taylor County; and

WHEREAS, during such water shortage condition the amount of surface and groundwater supplies may become insufficient to meet current or anticipated demands; and

WHEREAS, upon the existence of such conditions it becomes imperative to the public well being that certain uses of water be restricted or curtailed and that available water resources be allocated; and

WHEREAS, the Suwannee River Water Management District has primary responsibility under Chapter 373, Florida statutes, for regulating water use and allocating available water supplies during periods of water shortage; and

WHEREAS, the Suwannee River Water Management District is allowed, under Chapter 373, Florida statutes, to enter into interagency agreements to promote consistent regulation of projects spanning their boundaries; and

WHEREAS, the Suwannee River Water Management District and Taylor County have mutually determined that it would be advantageous, under most hydrologic conditions, for the population of Taylor County to be subject to one consistent set of temporary water shortage or water shortage emergency restrictions on a countywide basis; and

WHEREAS, the majority of the public water supplies and domestic wells that serve this population are currently located within the Suwannee River Water Management, indicating that the most logical set of related Rules to follow would be those of the Suwannee River Water Management District; and

WHEREAS, the Suwannee River Water Management District has adopted a "Water Shortage Plan", codified as Chapter 40B-21, Florida Administrative Code, for the purpose of allocating and conserving the water resource during periods of water shortage and maintaining a uniform approach towards water use restrictions; and

WHEREAS, Section 373.609, Florida Statutes, provides that it shall be the duty of county and municipal government officials to assist a Water Management District in the enforcement of Chapter 373, Florida Statutes, and any rules adopted thereunder, upon request by the Water Management District; and

WHEREAS, the Taylor County Board of County Commissioners hereby finds that adoption of this ordinance is appropriate, and in the public interest of citizens of this community; now therefore:

THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA: ARTICLE 1 The Ordinance is titled "Water Conservation Measures and Water Shortage Regulations" is created as follows:

Section 1 INTENT AND PURPOSE

It is the intent and purpose of this Ordinance to protect the water resources of Taylor County from inefficient use and overutilization during periods of water shortage by assisting the Suwannee River Water Management District in the implementation of its Year-Round Water Conservation Measures and Water Shortage Plan.

Section 2 DEFINITIONS

For the purpose of this Ordinance the following terms, phrases, words and their derivatives shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory.

- (a) **"District"** is the Suwannee River Water Management District.
- (b) **"Person"** is any person, firm, partnership, association, corporation, company, or organization of any kind.
- (c) **"Water resource"** means any and all water on or beneath the surface of the ground, including natural or artificial water courses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground. Water resource, for purposes of this ordinance, does not mean saltwater.
- (d) **"Water shortage condition"** is when sufficient water is not available to meet present or anticipated needs of persons using the water resource, or when conditions are such as to require temporary reduction in total water usage within a particular area to protect the water resource from serious harm. A water shortage usually occurs due to drought.
- (e) **"Water shortage emergency"** means that situation when the powers which can be exercised under subsection 40B-21.621, Florida Administrative Code, are not sufficient to protect the public health, safety, or welfare, or the health of animals, fish or aquatic life, or a public water supply, or commercial, industrial, agricultural, recreational or other reasonable uses.

Section 3 APPLICATION OF ARTICLE

The provisions of this Article shall apply to all persons using the water resource for lawn irrigation, landscape irrigation, and related outdoor uses such as car washing within the geographical areas determined by the District, whether from public or privately owned water utility systems, private wells, or private connections with surface water bodies. This Article shall not apply to persons using saltwater.

Section 4 AMENDMENTS TO YEAR-ROUND WATER CONSERVATION MEASURES WATER SHORTAGE PLAN

All portions of Chapter 40B-21, Florida Administrative Code, WATER SHORTAGE PLAN, dealing with lawn irrigation, landscape irrigation, and related outdoor water use, as each may be amended from time to time, are incorporated herein by reference as a part of the Taylor County Code of Ordinances.

Section 5 APPLICABILITY OF YEAR-ROUND WATER CONSERVATION MEASURES

In the absence of a declaration of a water shortage or water shortage emergency within all or any part of Taylor County by the Governing Board or the Executive Director of the District, all lawn irrigation, landscape irrigation and related outdoor water conservation measures adopted by the District applicable to Taylor County, or any portion thereof, shall be subject to enforcement action pursuant to this Ordinance. Any violation of the provisions of Chapter 40B-21, Florida Administrative Code, or any order issued pursuant thereto, shall be a violation of this Ordinance.

Section 6 DECLARATION OF WATER SHORTAGE; WATER SHORTAGE EMERGENCY

Upon declaration of a water shortage or water shortage emergency within all or any part of Taylor County by the Governing Board or the Executive Director of the District, all lawn irrigation, landscape irrigation and related outdoor water shortage restrictions adopted by the District applicable to Taylor County, or any portion thereof, shall be subject to enforcement action pursuant to this Ordinance. Any violation of the provisions of Chapter 40B-21, Florida Administrative 10 Code, or any order issued pursuant thereto, shall be a violation of this Article.

Section 7 ENFORCEMENT

In addressing residential violations, county staff shall provide an educational approach that emphasizes environmental awareness in order to achieve compliance prior to initiating enforcement action with the use of the provisions of Chapter 2, Article V, Division 1 (Sec. 2-126 Civil infractions), Taylor County Code.

The provisions of this chapter may be enforced using the code enforcement board process of Chapter 162, Florida Statutes, Part 1, or the civil citation process of Chapter 162, Florida Statutes, Part II and Chapter 2, Article V, Division 2, Taylor County Code.

Section 8 PENALTIES

Violation of any provision of this Article shall be subject to penalties as adopted by Resolution of the Board of County Commissioners at the time of the declaration of the water shortage or water shortage emergency and as may be amended or affirmed from time to time dependent on the severity of the shortage and its anticipated duration.

SECTION 9 SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 10 INCLUSION IN THE CODE

It is the intention of the Taylor County Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Taylor County Code of Ordinances; and that the Sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other phrase in order to accomplish such intentions.

SECTION 11 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 _____, 201____.

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

Chairperson

ATTEST

**ANNIE MAE MURPHY,
Clerk of Court**

NOTICE (PURSUANT TO FLORIDA
STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance for local implementation of both year-round water conservation measures and temporary water shortage restrictions, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on _____, 201__, at _____. The title of the proposed ordinance is:

**AN ORDINANCE OF TAYLOR COUNTY, FLORIDA;
PROVIDING FOR LOCAL IMPLEMENTATION OF BOTH
YEAR-ROUND WATER CONSERVATION MEASURES AND
TEMPORARY WATER SHORTAGE RESTRICTIONS;
PROVIDING FOR RECOGNITION OF RELATED RULES OF
THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT
ON A COUNTYWIDE BASIS; PROVIDING DEFINITIONS;
PROVIDING FOR ENFORCEMENT AND PENALTIES;
PROVIDING FOR CODIFICATION; REPEALING ANY
INCONSISTENT PROVISIONS; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DATED this ____ day of _____, 201__, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

- d. Statements from witnesses and staff involved.
- e. Police reports, if applicable.

(C) CONSTANTLY DISRUPTIVE PATRON OR CHILD(REN)

1. When patron behaviors are consistently unacceptable and the written documentation warrants it, and upon recommendation by the Library Manager, patrons will be progressively suspended from the use of the Library for 30 days, 90 days and then for a 2 year period.
2. Patrons will be allowed to appeal each suspension in writing or in person to the County Administrator.

RESPONSIBLE DEPARTMENT

Library

Revision Date(s): 00/00/00 (Use this format)

AN ORDINANCE TO AMEND COUNTY ORDINANCE 2004-11, TO EXTEND THE 911 SURCHARGE FEE NAMED IN SAID ORDINANCE FOR A THREE (3) YEAR PERIOD, SAID FEES BEING \$.50 CENTS PER MONTH ON EACH INDIVIDUAL LINE PROVIDED BY TELEPHONE COMPANIES IN TAYLOR COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Taylor County, Florida have been informed that the 911 Surcharge Fee expired on August 31, 2007, and

WHEREAS, the Board of County Commissioners wish to extend the \$.50 cents per month surcharge on each individual line provided by telephone companies in Taylor, County, Florida, for an additional three (3) years.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA.

Section 1. The fee imposed pursuant to Chapter 365.111 of Florida Statute, of \$.50 cents per month on each individual line provided by telephone companies in Taylor County, Florida, is hereby extended for three (3) years beginning September 1, 2007. Said fee shall be paid by local telephone subscribers for all individual exchange lines.

Section 2. This Ordinance extends Ordinance Nos. 89-4, 89-6, 91-2, 95-3, 98-3, 2002-4, 2003-3, 2004-11, and all provisions of those not amended shall remain in full force and effect.

Section 3. If any provision and or section or portion of this Ordinance is ruled invalid or unconstitutional by a Court of competent jurisdiction, then the remainder of the Ordinance shall remain in full force and effect.

Section 4. This Ordinance shall take effect as provided by law and the Clerk is directed to send a certified copy to the Secretary of State of Florida, as provided by law.

DONE AND ORDERED this 10th day of October, 2007.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: Malcolm V. Sage

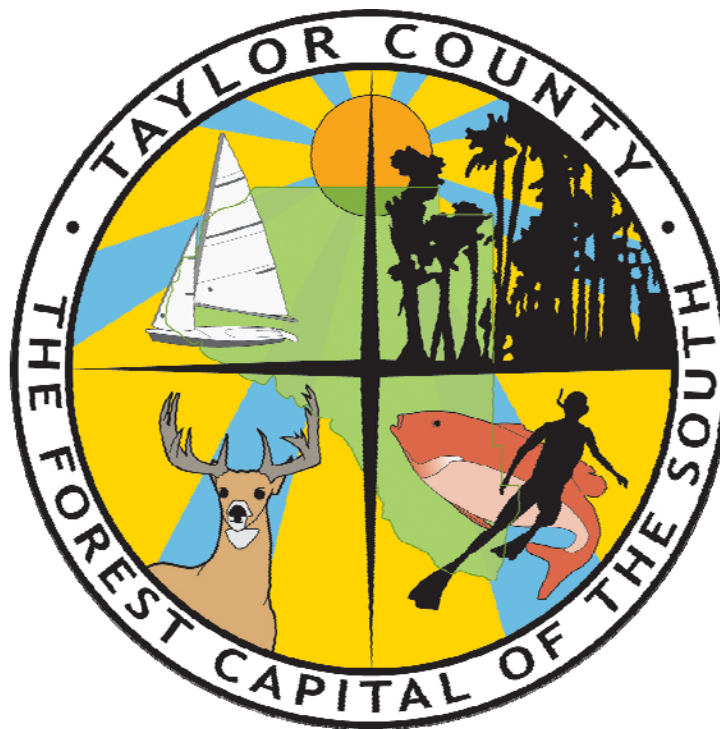


ATTEST:

Annie Mae Murphy

ANNIE MAE MURPHY, Clerk

**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONER'S**



RULES OF PROCEDURE



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
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DUSTIN M. HINKEL, County Administrator
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CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

February 2, 2015

The Taylor County Board of County Commissioners recognizes that as a deliberative body it needs agreed upon procedures by which the behavior of the body and of individual members is to be governed. An orderly process is necessary not only for the Commission (Board) but also for members of the staff and general public or persons doing business with the Commission.

Although there are several Florida statutes which, in effect, specify certain rules, many of the rules of a county board of county commissioners are not specified by state statute. The intent is that various boards of county commissioners develop rules that fit their specific situation. Florida Statute Chapter 125.01(1)(a) specifies that the Board has the power to adopt its own rules of procedures.

In compiling our board rules we had three major considerations. The first is that the rules adopted should reflect procedures that enhance our Commission's ability to operate. Second, the commission adopts rules to operate as required by law. Third, the rules adopted should be internally consistent.

The Taylor County Board of County Commissioner's Rules as herein adopted are intended to include most of the relevant procedural topics that the Commission faces; topics which, for the most part, have been gleaned from a number of counties. It is important to note that while the Commission's Rules of Procedures should be readopted annually at the reorganization meeting held each third Tuesday, in November or as soon as practical thereafter, the Board can change or amend its rules not governed by statute by a simple majority vote during any meeting as detailed below.

Adopted in regular session February 2, 2015.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk

PATRICIA PATTERSON, Chair

Revised December 17, 2013
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SECTION I - PUBLIC PARTICIPATION IN COUNTY GOVERNMENT

1: Board Meetings -Open to the Public. All meetings of the Taylor County Board of County Commissioners, its various Boards and committees thereof, shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, F.S.

(a) *The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions - Section 447.605(1), F.S.; meetings regarding risk management claims -Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.*

(b) Because of the need to comply with seating capacity requirements of the fire code, there may be occasions when entrance by the public to the Commission Chambers or other meeting rooms shall be limited. At the sole discretion of the Commission, when an unusually large crowd is anticipated the Commission may consider holding the meeting in the County courtroom or other large public facility.

(c) Regular, as well as Special meetings of the Commission will be conducted in a publicly owned or controlled building. All meetings will be held in a building that is open to the public.

(d) For public-safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures will be allowed in County Commission meeting rooms.

(e) All persons with disabilities shall be provided the assistance that is necessary to enable them to effectively participate in Commission meetings.

2: Appearance Before the Commission. Persons desiring to address the Commission on a matter pending before it, or which needs the attention of the Board may do so upon being recognized by the Chair. To ensure that everyone has a fair opportunity to participate, these procedures will be followed:

(a) After being recognized, the person should:

- step up to the speaker's rostrum and give her/his name and home address;
- unless further time is granted by the Chair, limit the comments to three minutes;
- address all remarks to the Commission as a body, and not a member thereof; and make comments and present documents to the Commission and the Clerk;
- Speakers should make comments concise and to the point, and present any data or evidence they wish the Commission to consider. No person may speak more than once on the same subject unless granted permission by the Chair.
- NOTE: If there are a large number of people wishing to speak on a particular issue, the Chair or the Board may require those wishing to speak to fill out a "Request to Speak

on Agendaed Items form," see attachment 2, page 20.

- (b) The Commission may discuss the matter, assign it to a committee, or refer it to the County Administrator and/or County Attorney for review and comment.
- (c) No person other than a member of the Commission, and the person having the floor, may be permitted to enter any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.
- (d) A person may not interfere with, or interrupt, the orderly procedure of the Commission, any Commissioner, or the person speaking that has been properly recognized by the Chair.
- (e) If the Chair or the Commission declares an individual out-of-order, s/he will be requested to relinquish the speaker's rostrum. If the person does not do so, s/he is subject to removal pursuant to Rule 19 Sergeant-at-Arms.
- (f) Prior to the beginning of a meeting or public hearing, the Chair may require that all persons who wish to be heard sign in with the Clerk, give their name and home address, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so.
- (g) The Chair, subject to concurrence of the majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.
- (h) Employees of the County may address the Commission on matters of public concern. Employee comments that address an active grievance/arbitration, employee appeal matter or a personnel dispute will not be entertained as a part of Citizen Comments. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.

3: Public Comments and Inquiries for Non Agendaed Items. The Commission shall not take final action on public comment items presented at the same meeting unless it waives its Rules of Procedure. When inquiries and comments are brought before the Commission, other than for items already on an agenda, the Chair may first determine whether the issue is legislative or administrative in nature and then:

- (a) If legislative, and the complaint is about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Commission finds consideration of such suggestions advisable, the Commission may refer the matter to a committee, to the County Attorney and/or the County Administrator for review and recommendation, or may take other actions it deems appropriate.
- (b) If administrative, and the complaint is regarding the performance of administrative staff, administrative interpretation of legislative policy, or administrative policy within the authority of the County Administrator; the Chair should, then refer the complaint directly to the County Administrator for her/his review, if said complaint has not been so reviewed. The Commission may direct that the County Administrator report to the Commission when her/his

review is completed.

(c) The Chair may also assign to a Commissioner issues that require additional examination. If so assigned, the Commissioner shall provide a report to the Commission when the examination is complete.

4: Commission Meetings -Regular. Unless otherwise advertised, all regular meetings of the Taylor County Board of County Commission are conducted at 6:00 p.m. on the 1st Monday and 3rd Tuesday of the month in the Commission Chambers at the County Commissioners Administrative Complex, 201 East Green Street, Perry, Florida.

(a) From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible.

5: Commission Meetings – Special (Requires a Minimum of 24 hrs Notice). The Chair, any two Commissioners, or the County Administrator may call a special meeting.

(a) The call for a special meeting shall be in writing and shall contain time, place and business to be conducted. The notice of a special meeting shall be posted on the East and West doors of the County Courthouse. The time and place of the special meeting will be added to the meetings list. Special meetings may be held upon no less than twenty-four (24) hours public notice.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given 24 hours prior notice of the special meeting. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) Twenty-four hours prior notice of the special meeting shall be provided to the business office of each local media organization that has on file a written request for notice of special meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Special meetings may be scheduled on days or evenings.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. No business other than items listed on the agenda shall be conducted. Public comment shall be allowed on items on the agenda.

(f) If there is no longer a need for a special meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

6: Commission Meetings -Emergency. Any one Commissioner or the County Administrator may call, orally or in writing, an emergency meeting. An Emergency Meeting is a time-sensitive meeting of such a nature that a 24-hour notice would be detrimental to the action to be addressed at the meeting.

- (a) The call for an emergency meeting shall contain the time, place, and business to be conducted. Emergency meetings may be held, when practicable, upon the most reasonable notice allowable under the circumstances.
- (b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given the most reasonable notice allowable under the circumstances. Such notice shall be provided by any reasonable means, including telephone, email, or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.
- (c) The most reasonable notice allowable under the circumstances of the emergency meeting shall be provided to the business office of each local media organization that has on file a written request for notice of emergency meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.
- (d) Emergency meetings may be scheduled on days or evenings.
- (e) An agenda outlining the business to be conducted will be available prior to the meeting. No business shall be conducted other than items listed on the agenda. Public comment shall be allowed on items on the agenda.
- (f) If there is no longer a need for an emergency meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

7: Informal Commission Meetings - Inspection Trips, Retreats and Workshops.

- (a) The Chair, Commission, or County Administrator may schedule informal meetings, inspection trips, retreats or workshops to gain new information, request clarification and in general improve communication between elected officials, and the general public. Advance notice of these meetings shall be given in the same manner as special meetings. Minutes of these meetings shall be made by County Commission staff.
- (b) Regularly Scheduled Board Workshop. The Board usually conducts a workshop once a month normally scheduled to start at 6:00 p.m. the 4th Tuesday of the month in the Commission Chambers at the County Commissioners Administrative Complex, 201 East Green Street, Perry, Florida. From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible. No motions are made or passed at a workshop unless an unforeseen emergency arises and then would have to declare an emergency and enter into an emergency meeting as detailed above.

8: Public Hearings; Time; Location.

- (a) Public hearings shall be held as part of the regularly scheduled Commission meetings and will be so agendaed by the Clerk of the Court and are normally scheduled to begin at 6:00 p.m.
- (b) The matters under consideration shall be heard at the designated time, or as soon thereafter as practicable. However, by vote (of a majority plus one pursuant to Subsection 125.66(4) (b) (1), F.S.), the County Commission may conduct public hearings for those applications identified in this subsection usually required after 6:00 p.m. at another time of day. Public hearings may be continued from a prior meeting, or scheduled on days or evenings in addition to the first Monday and third Tuesday of each month.
- (c) Prior to the beginning of any meeting or public hearing, the Chair may require that all persons that wish to be heard sign in with the Clerk, give their name, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so. The Chair, subject to concurrence of a majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

9: Public Hearing; Procedures.

- (a) General Public Hearings - The procedures to be followed for public hearings are, generally, as follows:
 - (1) The County Administrator or his/her designee should describe the agenda item to be considered, and provide the staff recommendation. The Chair should then inquire as to whether any Commissioners have questions for administration. After Commissioners' questions are answered, the Chair then opens the public hearing.
 - (2) Following public comment (if any), the Chair closes the public hearing and inquires if any Commissioner wishes to put forth a motion. If a motion and a second are made, the Chair then calls for discussion among Commissioners.
 - (3) The Chair inquires if there is any further discussion by the Commissioners and any final comments or recommendations from administration. The Chair restates the motion.
 - (4) The Chair inquires of the Commissioners as to whether they are ready for the question, calls for the vote and after the vote restates the vote.
- (b) Quasi-Judicial Hearings - The procedures to be followed for quasi-judicial hearings are generally as follows:

- (1) Prior to the commencement of quasi-judicial hearings, the County Attorney will provide the public with an explanation of quasi-judicial hearing proceedings and shall read the following statement:

“All persons wishing to participate and speak will be sworn in prior to speaking during this proceeding. All persons have the right, through the Chair, to ask questions of staff or other speakers, to seek clarification of comments made by staff or other speakers and respond to comments or presentations of staff or other speakers. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Commission’s record of proceedings and official minutes.”

“While we welcome comments from all persons with an interest in this proceeding, Florida law requires that the County Commission’s decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony.”

- (2) After reading the statement, the Clerk will make the following inquiry of the County Commissioners:

“Has any Commissioner received any oral or written communications regarding the land use items to be discussed? If so, please disclose the substance of the communication and identify the person making the communication.”

Disclosure made must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex-parte communication are given a reasonable opportunity to refute or respond to the communication.

- (3) The Clerk shall administer the affirmation to all persons who desire to speak at quasi-judicial proceedings before the County Commission

(4) The County Administrator or his/his designee shall describe the quasi-judicial item to be considered and make a presentation pertaining to the item. The Chair shall then inquire as to whether any Commissioner has questions for the staff that made the presentation. After the Commissioners’ questions are answered, the Chair will ask if any of the parties to the proceeding have any questions of staff members who made presentations.

- (5) The applicant for a land use change or his/her representative will make a

presentation pertaining to the application. The Chair will once again inquire as to whether Commissioners and then parties to the proceeding have questions of the applicant and the applicant's representatives.

(6) The Chair will next ask if any members in the audience wish to present testimony. At the conclusion of the testimony, the Chair will ask if any of the Commissioners or any of the parties to the proceeding have questions of the witness.

(7) There will be an opportunity for applicant rebuttal and staff closing comments.

(8) The Chair will then inquire of the Commissioners as to whether they are prepared to vote to address the application before them.

(c) Ex-Parte Communications

Florida Statutes Section 286.0115 provides that any person who is not otherwise prohibited by statute, charter provision or ordinance may discuss with any commissioner the merits of any matter that the County Commission may take action. The following procedures, which remove the presumption of prejudice, shall be followed for ex-parte communication.

(1) The substance of any ex-parte communication with a Commissioner which relates to a quasi-judicial action pending before the Commission (such as a land use decision) is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.

(2) A County Commissioner may read a written communication from any person. A written communication that relates to quasi-judicial action pending before the Commission (such as a land use decision) shall not be presumed prejudicial to the action. Such written communication shall be made a part of the record before final action on the matter.

(3) Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before the Commission. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter.

10: Public Records; Inspection; Duplication. Pursuant to Chapter 119, F.S., all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, email messages, or other material, regardless of physical form or characteristics, made or received pursuant to law or in connection with the transaction of official business by any agency, are public records. A public record (including information stored in computers) is open to public inspection and duplication, unless exempted by law. The Clerk is the official records Custodian of public records for the County.

(a) If the purpose of a document prepared in connection with the official business of the agency is to perpetuate, communicate or formalize knowledge, then it is a public record regardless of whether it is in final form, or the ultimate product of an agency.

(b) Requests for copies of public information (including the Chair's mail and videotapes of County Commission meetings and workshops) should be made through the Clerk of the Courts Office and a copy of the request forwarded to the County Administrator. The cost is as established by law.

(c) Any and every media conference officially sponsored by Taylor County Government will be open to all media representatives and to the general public. Press conferences will be conducted in a location that is publicly accessible.

11: Commission Mail; Circulation; Public Review and Duplication. All mail addressed to the Chair and the Commissioners which is received pursuant to law or in connection with the transaction of official County business, is a public record (Chapter 119, F.S.). The public may review and duplicate these records via email.

(a) Each Commissioner will be provided a copy of the Chair's mail. The originals with attachments will remain in the Chair's mail file. Items of considerable length (such as petitions) will not be copied; instead, a memorandum will be distributed which announces the availability and location of the item in the office. Publications and lengthy agenda materials for other boards on which Commissioners serve will not be copied; only the agenda will be circulated.

(b) Each Commissioner will receive the original of items addressed to her/him. Mail with the words similar to "Personal", "Confidential" or "For the Addressee Only", shall be delivered unopened to the addressee.

(c) The Chair and Commissioners who receive individually-addressed mail will be responsible for replying. Asking the County Administrator to draft a response for their signature or requesting that the item be agendaed for formal Commission consideration is appropriate. The County Administrator shall be responsible for ensuring that mail addressed to the Chair or the Commission is properly answered or placed on an agenda.

SECTION II -PREPARATION OF AGENDA; ORDER OF BUSINESS

12: Preparation of Agenda. The Clerk is responsible for the preparation of the suggested agenda. The County Administrator in conjunction with the Clerk's office shall prepare the agenda. The Chair, any Commissioner or Constitutional Officer, the County Administrator, or the County Attorney may place an item on the agenda. The Chair and County Administrator will meet to discuss each agenda.

(a) As a general practice, all supporting documentation (original plus five copies) must be provided to the County Administrator's office not later than Wednesday, 10:00 a.m., the week prior to the scheduled Commission Meeting. Item(s) may not be included on the suggested agenda if the supporting documentation is not provided by the deadline unless approved by the Chair.

(b) Presentations will normally not exceed fifteen (15) minutes in length.

(c) Agenda review is a session conducted between the Chair and the County Administrator designed for discussion of the suggested Board agenda items prior to the Commission Meeting. The Chair is the final approval authority for the suggested agenda. During a Commission meeting the suggested agenda may be approved as is or changed at the discretion of the Commission. The Commission can amend the suggested agenda over the objections of the Chair by a simple majority vote.

13: Agenda Material. The Clerk's office insures a copy of the suggested agenda and supporting materials is ready to be mailed to each Board Member, the Clerk, the County Administrator, the County Attorney and the media by 5:00 p.m. the Thursday prior to the scheduled Commission meeting or Public Hearing, except when legally observed holidays affect copying and distribution. The agenda, as well as lengthy reports that are part of agenda documentation, will be available for public review in the Clerk's office located on the 1st floor of the Taylor County Courthouse at 108 N. Jefferson Street, Perry, Florida, 32347

(a) Each Commissioner should carefully review the Consent Agenda to determine whether there is any item s/he wishes to have removed from the Consent Agenda and placed on the Regular Agenda. If any Commissioner wants an item removed from the Consent Agenda and placed on the Regular Agenda s/he should contact the County Administrator.

14: Meeting; Order of Business.

(a) The business of all regular meetings of the Commission should be transacted as follows - provided, however that the Chair may, by simple majority vote or consensus of the Commission, re-arrange items on the suggested agenda to more expeditiously conduct the business before the Commission.

(1) Invocation and Pledge of Allegiance - The Commission may maintain a clergy rotational roster for the invocation. Members of the Commission as well as others may also be designated to present the invocation. The Chair shall lead the pledge.

(2) Adjustments and Approval of the Regular, Consent and Public Hearing Agenda except for items advertised for public hearings, items may be added to, or removed from, the agenda. Adjustments are made to the suggested agenda based upon the review of the suggested agenda, or recommended additions or deletions to the consent or general business agenda by Board members or staff. Examples of items to be added include grant applications or items received after the established deadline that are time-sensitive. Authorization to advertise ordinances may be placed on the consent agenda. A motion to approve the agenda:

- (a) approves any amendments to the Regular and Consent Agenda;
- (b) adopts the Regular Agenda; and
- (c) approves all items on the Consent Agenda to stay on the Consent Agenda. –
The County Administrator may place items on the consent agenda which are: routine or technical in nature, have been previously discussed by the Board, resolutions of a routine nature authorization to advertise ordinances, public hearings, bid specifications, items that have a unanimous recommendation of the Planning Board and staff for approval and no opposition on the agenda and other items as authorized by the board.

- (3) Approval of Minutes from previous meetings
- (4) Awards/Recognitions
- (5) Comments and Concern from the Public for Non Agendaed Items
- (6) Approval of the Consent Agenda
- (7) Bids/Public Hearings
- (8) Hospital Items
- (9) Public Requests Agendaed
- (10) Advisory Committee Reports
- (11) Constitutional Officers/Other Governmental Units
- (12) General Business
- (13) County Staff Items
- (14) County Attorney
- (15) County Administrator
- (17) Comments and Concern from the Public for Non Agendaed Items
- (18) Commissioner Comments – Board Informational Items

(19) Motion to Adjourn

(b) Any items not listed on the printed agenda, for which a Commissioner will request Commission action, should be in writing, and should be provided to the Commission, the County Administrator, the Clerk and the public not later than the beginning of the meeting. The exceptions are items of an emergency nature or those that do not require a written explanation.

(c) No meeting should be permitted to continue beyond 10 p.m. without the approval of a majority of the Commission. A new time limit must be established before taking a Commission vote to extend the meeting. In the event that a meeting has not been closed or continued by Commission vote prior to midnight, the items not acted on are to be continued to a designated time on the following day, unless State law requires hearing at a different time or unless the Commission, by a majority vote of members present, determines otherwise.

15: Quorum. A quorum for the transaction of business by the Commission consists of (3) three Commissioners. Once a quorum has been established, a majority of Commissioners present at the meeting shall be required to carry a motion, unless by statute, ordinance or other regulation, an extraordinary majority (4/5ths) of the Commission is required for approval of an item (e.g. consideration of emergency ordinances, gas tax).

16: Required Attendance of Officials. In addition to Commissioners, County officials whose regular attendance shall be required at meetings of the Commission are the: County Administrator, County Attorney, Clerk of the Court, or their designees. A representative of the Taylor County Sheriff's Office shall be present to provide security and assistance in maintaining order.

17: County Attorney - Parliamentarian. The County Attorney serves as parliamentarian, and advises the Chair as to correct rules of procedure or questions of specific rule application. The parliamentarian calls to the attention of the Chair any errors in the proceedings that may affect the substantive rights of any member, or may otherwise do harm.

18: Clerk of the Court - Minutes. The Clerk of the Court or her/his designee shall make correct minutes of the proceedings of each regular, special or emergency Commission meeting. The draft minutes are reviewed by the Chair. The Clerk shall provide corrected copies of the final minutes to each Commissioner for their reading.

(a) The Clerk's office places the minutes on the agenda for approval by the Commission. Such minutes stand confirmed at the regular Commission meeting without a reading in open meeting, unless some error is shown. In such event, an appropriate correction is made.

(b) The Clerk of the Court or her/his designee shall be responsible for recording County Commission workshops. The Clerk will be included in the selection of dates and times for workshops.

19: Sergeant at Arms. The Sheriff's, designee, shall be sergeant-at-arms of the Commission meetings. The Taylor County Sheriff's Office is authorized to assist the Board in performing

this duty. The Sheriff's designee shall carry out all orders and instructions given by the County Commission for the purpose of maintaining order and decorum at the Commission meeting. The following policy will provide guidance in handling disruptions:

(a) If an individual refuses to relinquish the podium after being allowed to address the Commission, the Chair will inform the individual that their time to address the Commission has expired and the Chair will direct the individual to leave the podium.

(b) If an individual causes disruption in the Commission meeting site, the Chair will inform the individual causing the disruption to cease the disruptive activity.

(c) If the disruption fails to stop:

(1) The Chair will inform the individual causing the disruption that their actions are contrary to the orderly function of the meeting and that the individual is to cease such action or the Sergeant-at-Arms will be instructed to remove the individual from the meeting site.

(2) The Chair will direct the individual to leave the meeting site. The Chair will inform the individual that, if s/he is directed to leave and fails to do so, the individual will be subject to arrest for trespass.

(3) If the disruption fails to cease, the Chair shall be authorized to take final action and read the following: "As the Commission Chair, I inform you that your actions are inconsistent with the orderly function of this meeting and you have failed to comply with the lawful order of the Chair. I am instructing the Sergeant-at-Arms to remove from this meeting site, and if deemed necessary by the Sergeant-at-Arms, to remove you from this building."

20: Rules of Order and Debate. Every Commission member desiring to speak should address the Commission Chair and, upon recognition by the Chair, the speaker shall confine their comments to the question under debate.

(a) The maker of a motion shall be entitled to the floor first for debate.

(b) A member once recognized should not be interrupted when speaking unless to call said member to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member will be at liberty to proceed.

(c) If the Commission Chair wishes to put forth or second a motion, s/he shall relinquish the chair to (1), the Vice Chair, (2), the senior Commission member (if the Vice Chair is absent), (3) another Commission member who has remained impartial or (4), the Clerk, until the main motion on which the presiding officer spoke has been disposed.

21: Voting. The votes during all Commission meetings should be transacted as follows:

(a) In order to expedite business, the Chair shall determine whether to call a simple vote (all in favor of) or by roll call. At the request of any Commissioner, a roll call vote shall be taken by the Clerk. The roll call vote may be determined in alphabetical order, with the Chair

voting last.

(b) When the Chair calls for a vote on a motion, every member, who is present in the Commission chambers must give his/her vote, unless the member has publicly stated that s/he is abstaining from voting due to a conflict of interest, pursuant to Section 112.3143 or Section 286.011, Florida Statutes. If any Commissioner declines to vote "aye" or "nay" by voice, his or her vote shall be counted as an "aye" vote.

(c) The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the Commissioners who are present and eligible to vote. In case of a tie in votes on any proposal, the proposal shall be considered lost.

(d) Any Commissioner shall have the right to express dissent from or protests against any ordinance, resolution or policy of the Commission, and to have the reason therefore entered in the minutes.

22: Conflict of Interest as Specified in 112.3143 or Section 286.011, Florida Statutes. No Commissioner shall vote in her/his official capacity on a matter which would inure to his/her special private gain, or which the Commissioner knows would inure to the special private gain of any principal by whom s/he is retained, of the parent organization or subsidiary of a corporate principal by which s/he is retained, or a relative or of a business associate. Within fifteen (15) days following that Commission meeting, s/he shall file with the Clerk to the Commission a Form 8B which describes the nature of her/his interest in the matter. The Form 8B shall be received by the Clerk and incorporated into the minutes of the meeting.

23: Ordinances. An enacted ordinance is a legislative act which prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the county. Commission action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. All ordinances shall be introduced in writing, and scheduled for public hearing after advertisement.

(a) **Emergency Ordinances.** By vote of one more than the majority, the Commission may without notice or hearing adopt an emergency ordinance. The emergency ordinance shall contain a declaration describing the emergency, and shall be passed in accordance with Section 125.66(3), F.S.

24: Resolutions. Generally, an enacted resolution is an internal legislative act which is a formal statement of policy concerning matters of special or temporary character. Commission action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. All resolutions shall be reduced to writing. A resolution may be put to its final passage on the same day on which it was introduced. Resolutions are to be assigned numbers and recorded with the number by the Clerk or designee.

25: Motions. An enacted motion is a form of action taken by the Commission to direct that a specific action be taken on behalf of the county. A motion, once approved and entered into

the record, is the equivalent of a resolution in those instances where a resolution is not required by law. All motions shall be made and seconded before debate.

Before a motion has been stated by the Chair, its proposer may change or withdraw it without the Commission's permission, and any member or the Chair may request that the maker withdraw it. Once the motion has received a second and has been stated by the Chair, the Commission must vote on the motion.

Examples of properly made motions are found in Attachment 5, page 23 of this document and may be used as appropriate in Board proceedings.

26: Reconsideration of Action Previously Taken. Refer to examples of properly made motions in Attachment 5, page 23.

27: Rescinding Action Previously Taken. Refer to examples of properly made motions in Attachment 5, page 23.

SECTION III -GENERAL PROVISIONS

28: Newly-Elected Commissioners. The term of County Commissioners elected to office shall commence on the second Tuesday following the general election as specified in Florida Statutes Section 100.41.

A swearing-in ceremony for newly-elected commissioners will be coordinated by the County Administrator. The County Administrator shall provide an orientation program.

29: Election of Chair and Vice-Chair. The Clerk shall preside over the election of officers. Procedures for electing officers are as follows:

- (a) At the second regularly scheduled Commission Meeting of November each year, or as soon thereafter as practicable, the Commission elects a Chairperson from among its members. The Clerk calls for nominations for Chair; nominations do not require a second. A roll-call vote is conducted by the Clerk if there is more than one nomination. If a vacancy occurs in the office of the Chair, the Commission shall, at its next meeting, select a Chair for the remainder of the term.
- (b) In conjunction with the above election, a Vice-Chair is also elected in a like manner.
- (c) In case of the absence or temporary disability of the Chair, the Vice-Chair serves as Chair during the absence. In case of the absence or temporary disability of the Chair and the Vice-Chair, an Acting Chair and Vice-Chair, selected by members of the Commission, serves during the continuance of the absences or disabilities.

30: Commission Chair; Presiding Officer. The Presiding Officer (the Chair) presides at all meetings of the Commission, and is recognized as the head of the County for all ceremonial purposes. In addition to the powers conferred upon her/him as Chair, s/he continues to have all the rights, privileges and immunities of a member of the Commission. The Chair's responsibilities include:

- (a) Call the meeting to order, having ascertained that a quorum is present;
- (b) Recognize all Commissioners who seek the floor under correct procedure. All questions and comments are to be directed through the Chair and restated by her/him, and s/he declares all votes;
- (c) Preserve order and call to order any member of the Commission who violates any of these procedures; and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal;
- (d) Expedite business in every way compatible with the rights of members;
- (e) Remain objective while enjoying the same rights in debate as any other member; but the impartiality required of the Chair in an assembly precludes exercising these rights while presiding. The Chair should have nothing to say on the merits of pending questions until the

Commissioners and citizens have fully debated the question. On certain occasions which should be extremely rare the Chair may believe that a crucial factor relating to such a question has been overlooked and that his/her obligation as a member to call attention to the point outweighs the duty to preside at that time. If the Chair wishes to place a motion, the gavel must be relinquished.

Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

- (1) Vice Chair;
- (2) Other Commissioners based upon seniority;
- (3) Another Commission member who has remained impartial;
- (4) Clerk to the County Commission;

The presiding officer who relinquished the chair should not return to it until the pending main question has been disposed of, since s/he has expressed partisanship as far as that particular matter is concerned.

- (f) Declare the meeting adjourned when the Commission so votes, or at any time in the event of an emergency affecting the safety of those present;
- (g) When time constraints dictate, the Chair is authorized to approve authorizations to advertise for public hearings.
- (h) Assign Commissioner's seats in the commission chambers.
- (i) For time-sensitive matters only, send letters to the Taylor County's State and Federal Legislative Delegations and other government officials in support of Taylor County municipality or community-based organization initiatives, such as legislative changes and grant requests, provided the Board of County Commissioners has taken a position in support of the initiative in its legislative agenda or by some other action expressed its position on the issue presented.
- (j) The Chair is to be paid an additional \$50 a month as provided by Florida Statute to offset the additional cost associated with the duties and responsibilities of the position.
- (k) As the Presiding Officer, the Chair will sign all documents, contracts, agreements, ordinances, and resolutions on behalf of the Board. Upon the absence of the Chair this signature authorization shall be delegated as described in Section 29.

31: Legislative Program and Communication with Lobbyists. Each year, prior to the Legislative Session, the County Administrator shall submit to the Commission a proposed legislative program for the State Legislature and the Federal Government. This program shall be based on legislative concerns submitted by Taylor County, the City of Perry and other Special Districts of the County. The County will coordinate with the Florida League of Cities

and the Florida Association of Counties, as is appropriate, to protect the interests of Taylor County in the legislative process.

(a) The final State and Federal Legislative Program will be approved at a County Commission meeting. Copies of the approved Legislative Program shall be submitted to the appropriate Legislative Delegation in order to seek favorable legislation and appropriations to further the goals of Taylor County. The Legislative Program and lobbying efforts should be developed to coordinate and leverage federal and state appropriations.

(b) As deemed necessary by the County Commission, the County Administrator may solicit and obtain the services of professional lobbyists to gain approval or favorable consideration of issues within the Legislative Program, or to intercede on behalf of Taylor County before governmental administrative agencies. The County Administrator shall notify the County Commission when such services are to be rendered.

(c) Professional registered lobbyists or county staff members assigned to advance the County's Legislative Program shall meet all legal requirements of the State of Florida and conduct themselves ethically to eliminate any conflict of interest, as they represent the citizens of Taylor County. Firms or individuals lobbying on behalf of the County will use the approved Taylor County Legislative Program, including those issues submitted by municipalities and approved by the County Commission, as a guide for their activities. New issues shall be approved by the County Commission for inclusion in the adopted Legislative Program.

(d) In the event of emergency or in the changing climate of the legislative amendment process, the County Administrator may (in consultation with the Chair of the County Commission) take action on bills or amendments that would have a favorable impact on Taylor County. Such emergency authorizations will be reported to the County Commission in a timely manner. The County Administrator may, at his/her discretion, assign county employees to the legislative tasks (including attendance in Tallahassee, or appearance before legislative or administrative bodies) to promote the Legislative Program.

32: Commissioners Appointment to Boards and Committees. Members of the County Commission serve on various boards and committees (e.g., Aucilla Regional Landfill, North Central Florida Regional Planning Council, and Suwannee River Management District etc.). Appointments are reviewed and assigned the second meeting in November each year or as soon thereafter as practicable by the new Chair.

(a) A listing of previous-year appointments will be disseminated by the Chair to the County Commission at the last meeting in October so that each Commissioner can determine his/her interest in serving on various boards/committees.

(b) If there is no nominee or no volunteer or more than one volunteer for a vacancy, the Chair will appoint a Commissioner to serve. The Commission shall ratify the appointments to boards and committees.

(c) Each Commissioner shall call upon and seek the recommendation of the County Administrator regarding staff support for various committees. Employees shall assist

Commissioners as directed by the County Administrator. When the County Administrator's and a Commissioner's recommendation differ, both recommendations will be discussed at an appropriate regular commission meeting.

(d) The County Administrator is responsible for scheduling recommendations on the Commission agenda in a timely manner.

33: Appointment by the Board of County Commissioners of Citizens to serve on Boards and Committees.

The County Commission is required to select individuals to serve on various boards and committees (e.g., Planning Board, Hospital Board, Taylor County Development Authority, Tourist Development County, Big Bend Water and Sewer, Taylor Coastal Water and Sewer, Airport Advisory Committee, Library Board, etc.). It is the policy of the Commission that all vacancies are advertised. Applications are to be turned into the office of the County Administrator or his designee for the Board or Committee. Applications must be turned in not later than the established closing date unless it is a position that has been hard to fill and has been advertised as "until filled." The Commission will make the selection for appointment in an open Board meeting by using an Applicant Ranking Form listing the applicants provided by the County Administrator's office (see attachment 4 on page 22).

(a) Prior to each ranking the Commission will agree upon how many applicants are to be ranked. Each Commissioner must rank the number of candidates specified. If more than one position is to be filled the Board may use one ranking to fill multiple positions. If the Commission in its sole discretion determines that there are no suitable applicants they may choose to re-advertise for applicants instead of going through the ranking process.

(b) If the Commission decides to rank order the applicants available, each Commissioner will rank order the specified number of applicants from the names provided on the Applicant Ranking Form. Commissioners are to rank their top applicant as #1, ranking their second best applicant as #2, etc. The rankings of all Commissioners present will be combined to provide the overall ranking. The applicant with the lowest score will then be designated as the selected candidate by the Commission. If there are multiple positions to be filled the applicant with the second lowest position would fill the second vacancy. This procedure would be followed until all positions are filled... These rules may be modified to fit the specific situation.

(b) Once an applicant is selected a member of the Commission will make a motion to fill the position with that individual.

34: Suspension and Construction of Rules. Temporary suspension of these procedures shall permit the Commission to take some action that would otherwise be prevented by a procedural rule already adopted. These Rules of Procedure may be amended or temporarily suspended at any Commission meeting with an affirmative vote of a majority of the Commission. These rules are for the efficient and orderly conduct of Commission business only; no violation of such rules shall invalidate any action of the Commission when approved by a majority vote required by law.

Note: This set of Rules of Procedure should be reviewed and if applicable, adopted not later than the second meeting of each November or as soon thereafter as practicable.

Attachment 1: Request to Speak for Non-Agendaed Items.

MALCOLM PAGE
District 1

JIM MOODY
District 2

JODY DEVANE
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

Request to Speak on Non-Agendaed Items

The Board welcomes you to this meeting. All meetings are conducted in compliance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statute. We value the ideas and insights of the public. Therefore, it is the policy of the Board to allow a period for the public to ask questions, requests for information and requests for action on items not on the agenda.

To speak on an issue not on the agenda you need to complete a "Request to Speak for Non-Agendaed Items" form available at Board meetings and hand it to the County Administrator or his designee before the meeting or prior to speaking.

Only those who have completed and submitted the "Request to Speak for Non Agendaed Items" form are allowed to speak on non-agendaed items. Each individual is allowed to speak for two minutes. In most cases you will not receive an immediate response. They may direct the County Administrator or the County Attorney research the issue and respond to you directly or to agenda the issue at a future Board meeting. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you.

If you have received this form via mail, fax or email, you may email it to county.admin@taylorcountygov.com or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 7. Thanks for helping us conduct an open and orderly meeting.

Request to Speak on Non-Agendaed Items

Name

Date

Group/Organization you represent, if any:

Phone:

Email:

Topic:

Attachment 2: Request to Speak for Agendaed Items.

MALCOLM PAGE
District 1

JIM MOODY
District 2

JODY DEVANE
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5



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Perry, Florida 32348
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Request to Speak on Agendaed Items

The Board welcomes you to this meeting. All meetings are conducted in compliance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statute. We value the ideas and insights of the public. Therefore, it is the policy of the Board to allow the public to comment on and ask questions regarding items on the agenda.

To speak on an issue on the agenda you need to complete a "Request to Speak for Agendaed Items" form available at Board meetings and hand it to the County Administrator or his designee before the meeting or prior to speaking. Please insure that you identify the agenda item number and topic you wish to speak on. You must fill out a separate request for each item you wish to speak on.

When specified by the Board only those who have completed and submitted the "Request to Speak for Agendaed Items" form are allowed to speak on agendaed items. Each individual is allowed to speak for two minutes per item requested. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you. If you have received this form via mail, fax or email, you may email it to county.admin@taylorcountygov.com or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 7. Thanks for helping us conduct an open and orderly meeting.

Request to Speak on Agendaed Items

Name

Date

Group/Organization you represent, if any:

Phone:

Email:

Agenda item Number: _____

Topic:

Attachment 3: Request to Amend Suggested Agenda.

MALCOLM PAGE
District 1

JIM MOODY
District 2

JODY DEVANE
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5



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Request to Amend Suggested Agenda

1: Date of Meeting Agenda to be amended. _____

2: Position of Person Making the request. (Circle one)

County Commissioner, Clerk, County Administrator, County Attorney

3: Name of Person Making the request. _____

Please move the following items from the consent to the regular agenda (may refer by number):

Please place the following topics on the regular or consent agenda (use additional pages for backup or explanation).

Please sign _____ date _____

Attachment 4: Board and Committee Applicants' Ranking Form

MALCOLM PAGE
District 1

JIM MOODY
District 2

JODY DEVANE
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5



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CONRAD C. BISHOP, JR., County Attorney
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(850) 584-6113 Phone
(850) 584-2433 Fax

Board and Committee Applicants Ranking Form

Date: _____

Commissioner: _____

Note: Rank applicants as follows the best applicant is #1; the second best is number two, etc.

Applicant Name:	Rank Applicants 1-10

Attachment 5: Examples of Motions.

1: Main Motion. “Mr. Chair/Madam Chair, I move....” Requires a second – is debatable.

2: Subsidiary Motions:

a. **Amend:** “Mr. Chair/Madam Chair, I move to amend the motion.”, “Mr. Chair/Madam Chair, I move to strike the word(s) _____.”, “Mr. Chair/Madam Chair, I move to insert the word(s) _____ and strike the word(s) _____.” Requires a second – majority vote necessary for approval.

b. **Refer:** “Mr. Chair/Madam Chair, I move we refer the question to....” Requires a second – majority vote necessary for passage – limited debate.

c. **Defer to a time certain (postpone):** “Mr. Chair/Madam Chair, I move we postpone the question until (state a specific time).” Requires a second – majority vote necessary for passage – not debatable.

d. **Limit Discussion or Debate:** “Mr. Chair/Madam Chair, I move we limit debate (or discussion) to (state specific limit of time). Requires a second – a vote of a majority of the members present shall be required to pass. The motion is not debatable.

e. **Call the Question:** “Mr. Chair/Madam Chair, I call the question.” OR “I move to close discussion.” A majority of the members present shall be required to pass. The motion is not debatable, the Chair will make a termination if the debate is finished or not.

f. **Amend Something Previously Adopted:** “Mr. Chair/Madam Chair, I move to amend the motion adopted at our last meeting by...” Second is required – is debatable – a majority vote of the members present shall be required to pass. This motion may only be made by a person who was on the prevailing side of the original motion.

g. **Reconsider:** “Mr. Chair/Madam Chair, I move we reconsider the ... (previously adopted motion).” Second is required – majority vote necessary for passage – is debatable as to the reasons for reconsideration. This motion may only be made by a person who was on the prevailing side of the original motion.

h. **Rescind:** “Mr. Chair/Madam Chair, I move to rescind the” Second is required – majority vote with previous notice – discussion on motion is allowed. This motion may only be made by a person who was on the prevailing side of the original motion.

3: Incidental Motions.

- a. **Point of Order:** “Mr. Chair/Madam Chair, Point of Order” After recognition by the Chair, the member states his/her objection. There can be no discussion on the Point of Order. No vote, unless a motion arises out of the Point of Order.
- b. **Divide a Motion:** “Mr. Chair/Madam Chair, I move to divide the motion so as to consider separately... (stating the issues to be considered).” Second is required – majority vote necessary for passage – discussion shall be allowed on why it should be divided.
- c. **Consider by paragraph or seriatim:** “Mr. Chair/Madam Chair, I move that the motion be considered by paragraph (or seriatim).” Second is required – majority vote necessary for passage – discussion shall be brief on the necessity for the action.
- d. **Withdrawing a Motion:** “Mr. Chair/Madam Chair, I withdraw the motion.” The maker of a motion or the person who seconded the motion may withdraw their motion or second at any time before the motion has been called for a vote.
- e. **Appeal the decision (of the Chair):** “I appeal the decision of the Chair.” Second is required – a majority or tie vote upholds the Chair’s decision – debate on motion to appeal is allowed with the Chair speaking first and last.

4: Privileged Motions.

- a. **Adjourn:** “Mr. Chair/Madam Chair, I move to adjourn.” Requires a second – majority vote necessary for passage – there can be no discussion.
- b. **Motions of Privilege:** “I rise to a question of privilege affecting the meeting.” OR “I rise to a question of personal privilege.” The Chair will then request that the member state his/her question or point of privilege. There can be no discussion on the question.
- c. **Recess:** “Mr. Chair/Madam Chair, I move to recess until ... (state exact limit of recess).” Second is required – majority vote necessary for passage – there can be no discussion on the motion. The Chair may call for a recess, when necessary.

Attachment 6: Definition of Parliamentary Terms.

Adhere: to be attached to and dependent on; pending amendments adhere to the motion to which they are applied.

Ad-hoc Committee: a special committee chosen to do a particular task of work only.

Adjourn: to officially terminate a meeting.

Adjourned Meeting: a meeting that is a continuation at a later specified time of an earlier regular or special meeting. The continuation is always a part of the earlier meeting.

Adopt: to approve by vote; to pass by whatever vote required for the motion.

Affirmative Vote: the “aye” or “yes” vote supporting a motion as stated.

Agenda: the official list of items of business planned for consideration during a meeting.

Approval of Minutes: Formal acceptance of the record of a meeting thus making the record the official minutes of the Board. **Chair:** the Taylor County Chair, or in his/her absence, the Vice-Chair or other Board member elected to preside.

Board (The Board of County Commissioners): The legislative governing body of County government. Board and Commission are synonymous and are used interchangeable in this document.

Common Parliamentary Law: The body of rules and principles that is applied by the courts in deciding litigation involving the procedure of any organization. It does not include statutory law or particular rules adopted by any organization or board.

Convene: to open a meeting.

Debate: formal discussion of a motion under the rules of parliamentary law. (More often in these rules referred to as discussion.)

Defer: to not take action by either referring it to a committee; County Administrator or County Attorney for further action.

Delegation of Authority: authority given by the Board in certain matters to act for the Commission that is lawful and capable of being delegated.

Demand: an assertion of a parliamentary right by a member of the Commission.

Dilatory Motions or Tactics: misuse of procedures or motions that are out of order or would delay or prevent progress in a meeting.

Discretionary Duty: a duty that usually cannot be delegated to another because of the special intelligence, skill, or ability of the person chosen to perform the duty.

Executive Session: statutorily exempt meeting or session, such as executive collective bargaining sessions -Section 447.605(1), F.S.; meetings regarding risk management claims - Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.

Ex-officio: a person who is assigned to a board or committee by virtue of the office they hold.

Floor (as in “you have the floor”): when a member receives formal recognition from the Chair, s/he “has the floor” and is the only member entitled to make a motion or to speak.

General Consent: an informal method of disposing of routine motions by assuming unanimous approval unless objection is raised. Method: Are there any objections? Hearing none, the motion has passed.

Germane Amendment: an amendment relating directly to the motion to which it is applied.

Hearing: a meeting of the Commission for the purpose of listening to the views of an individual or of a particular group on a particular subject.

Hostile Amendment: an amendment that is opposed to the spirit or purpose of the motion to which it is applied.

In Order: permissible and right from a parliamentary standpoint, at the particular time.

Invariable in Wording: when a motion can be worded only one way and therefore is not

subject to amendment, it is said to be invariable in wording.

Majority Vote: more than half of the number of legal votes cast for a motion.

Minutes: the legal record of the action of the Board (or any body) that has been approved by vote of the body.

Motion: a proposal submitted to the Board for its consideration and decision; it is introduced by the words, “I move....”

Objection: the formal expression of opposition to a proposed action.

Order of Business: the adopted order in which the business is presented to the meeting of the Board.

Out of Order: not correct, from a parliamentary standpoint, at the particular time.

Parliamentary Authority: the code of procedure adopted by the Board as its parliamentary guide and governing in all parliamentary situations not otherwise provided for in the Board’s rules or Florida Statutes.

Pending Motion: sometimes referred to as Pending Question. Any motion that has been proposed and stated by the Chair for the Board’s consideration and is awaiting decision by vote.

Precedence: the rank or priority governing the motion.

Precedent: a course of action that may serve as a guide or rule for future similar situations.

Proposal or Proposition: a statement of a motion of any kind for consideration and action.

Quorum: the number of persons that must be present at a meeting of the Board to enable it to act legally on business.

Recognition: acknowledgement by the Chair, giving a member sole right to speak.

Reconsider: to review again a matter previously disposed of, and to vote on it again, a motion to reconsider can be made at the same meeting day or at a future meeting.

Request: a statement to the Chair asking a question or some “right.”

Rescind: to nullify or cancel a previous action.

Resolution: a formal motion, usually in writing, and introduced by the word “resolved,” that is presented to the Board for a decision.

Resolution of Thanks: a formal resolution given to a person(s) for a special service(s) from the Board.

Restricted Discussion: discussion on certain motions in which discussion is restricted to a few specified points.

Roll Call Vote: a recorded vote taken by calling the roll of the Commission.

Ruling: a pronouncement of the Chair that relates to the procedure of the Board.

Second: after a motion has been proposed, the statement “I second the motion” by another member who thus indicates his/her willingness to have the motion considered.

Seriatim: consideration by sections or paragraphs.

Standing Committees or Boards: committees or boards that have a fixed term and perform any work in its field assigned to it by the County or the Commissioners.

Statute: a law passed by the Legislature.

Tie Vote: a vote in which the affirmative and negative vote are equal on a motion. A motion receiving a tie vote is deemed denied, since a majority vote is required to take action.

Unanimous Consent: deciding a routine motion without voting on it. If anyone objects, a vote must be taken.

Unfinished Business: any business that is postponed definitely to a time certain.

Voice Vote: a vote taken by asking for the “ayes” and “nays”. A person voting “aye” shall be in favor and a person voting “nay” shall be opposed. :”Aye” may never be used to vote in opposition.



BOARD WORKSHOP

Agenda

INFORMATIONAL ITEMS:

MEETING ADJOURNED