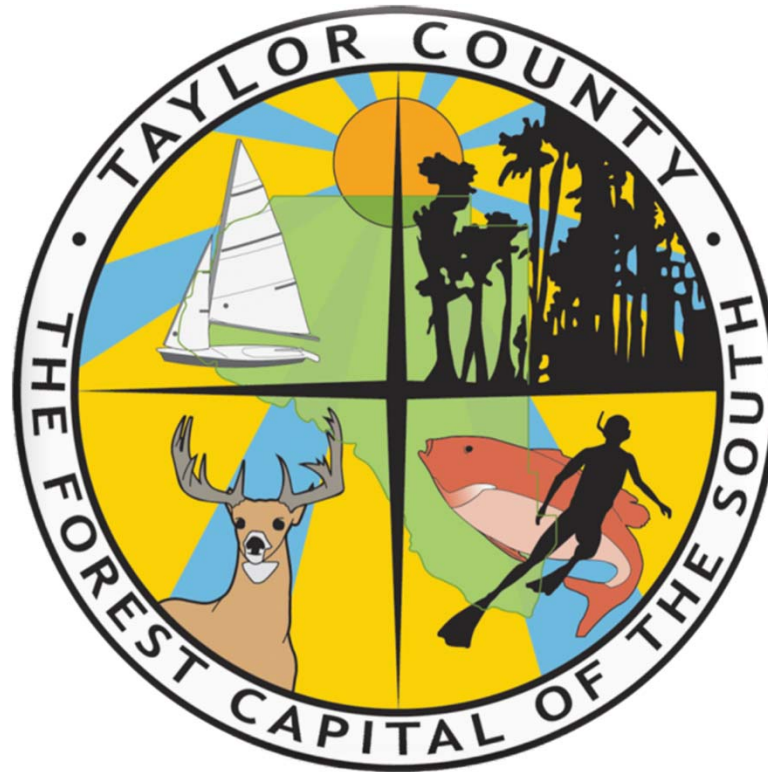




BOARD WORKSHOP



SEPTEMBER 23, 2014
6:00 PM



BOARD WORKSHOP

Prayer

Pledge of Allegiance



BOARD WORKSHOP

Agenda

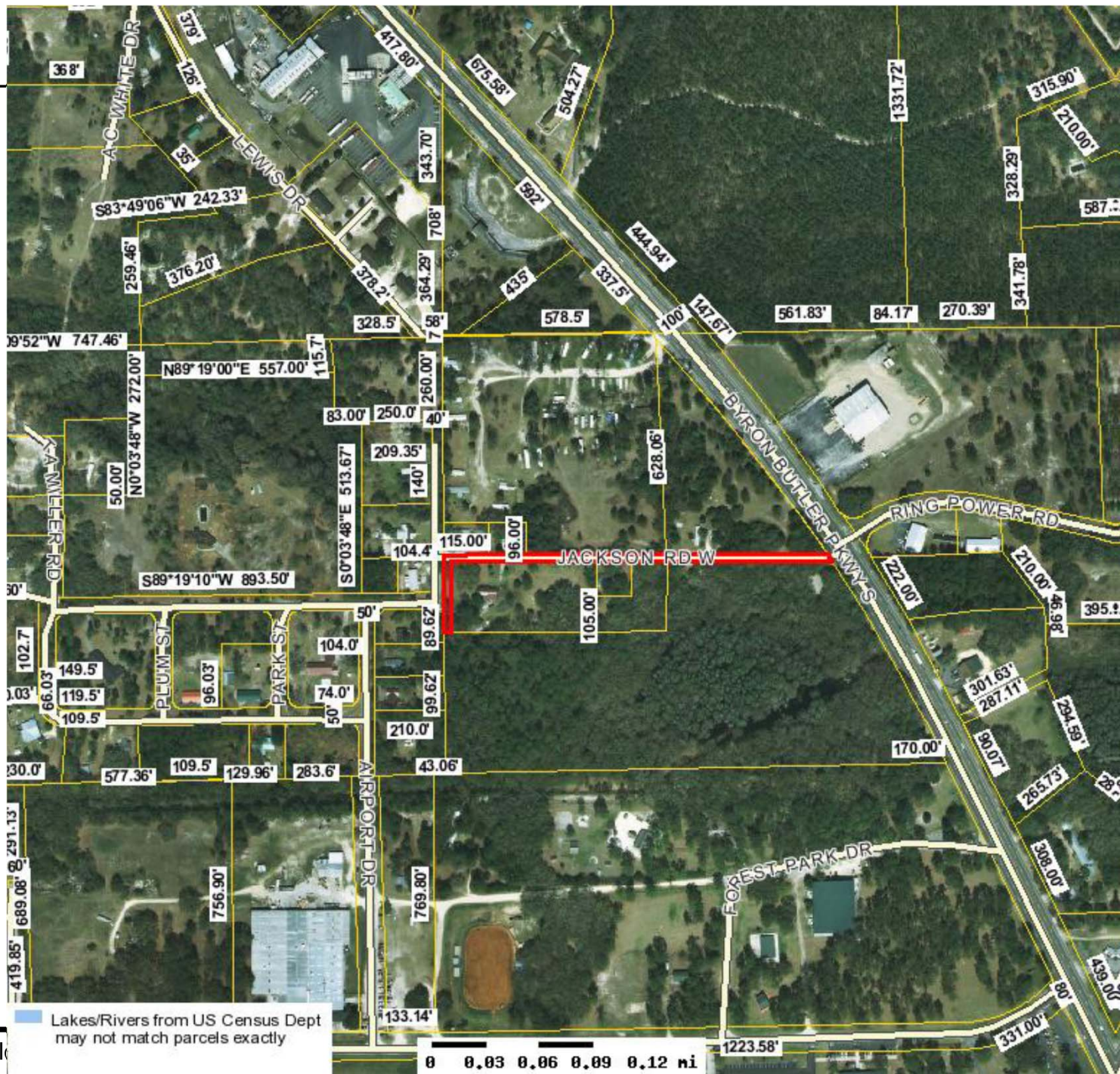
- ~~1. SCOTT FREDERICK, TAYLOR COUNTY DEVELOPMENT AUTHORITY, TO PROVIDE A QUARTERLY REPORT TO THE BOARD REGARDING ECONOMIC DEVELOPMENT ACTIONS.~~



BOARD WORKSHOP

Agenda

2. THE BOARD TO DISCUSS A REQUEST FOR ADOPTION OF JACKSON ROAD WEST.



SMITH & SMITH

Attorneys at Law, P.A.

A Professional Association of Attorneys and Counselors at Law

Dedicated to Client Service

Michael S. Smith
Stephen A. Smith, P.A.

411 N. Washington Street
Post Office Drawer 579
Perry, Florida 32348

(850) 584-3812 Phone
(850) 584-7148 Fax
Toll Free 1-877-269-9839

September 17, 2014

Dustin Hinkel
County Administrator, Taylor County
201 East Green St.
Perry, Florida 32347

Re: Jackson Road West

Dear Mr. Hinkel,

Please find enclosed six (6) sets of packets regarding "Jackson Road West," (the Road), which is located within the boundaries of Taylor County, Florida. We have also enclosed within these packets a copy of a Personal Representative's Deed which reflects the current title owner(s) of said Road.

The owners wish to expressly donate the Road to the County. We have confirmed that the County has maintained the Road continuously for a period of eighteen (18) years. You may confirm this fact as we did with Mr. McLeod.

I am requesting that this request be placed upon the agenda for the next scheduled County Commissioner's Meeting. If you, your staff or any of the commissioners have any questions or comments kindly advise me at your convenience.

Sincerely,


Michael S. Smith, Esquire

MSS/Ch-j
Enclosures as stated
cc: Taylor County Attorney Conrad C. Bishop, Jr., file

FILE # 030004779 RCD:07/24/2003 @ 3:50 PM
Annie Mae Murphy Clerk Of Court Taylor County Florida

This instrument prepared by:
Michael S. Smith
Fla. Bar No. 169621
SMITH, SMITH & MOORE
ATTORNEYS AT LAW, P.A.
P.O. Drawer 579
Perry, FL 32348
Phone: (850) 584-3812

* OFFICIAL RECORDS *1of3
BK 506 PG 562

DOC STAMPS .70
Record Fee: 15.00

Description furnished by Personal
Representative
Title to the property described herein
neither examined nor approved by
the preparer.

PERSONAL REPRESENTATIVE'S DEED

THIS INSTRUMENT, executed this 14th day of July, 2003 between **CAROL DENISE FLETCHER, DONNA RAE JOHNSON, and LINDA DIANNE SUTHERLAND**, as co-personal representatives of the estate of **CARL R. FLETCHER**, deceased, Fed. ID No. 03-6089870 and **CAROL DENISE FLETCHER**, whose address is 3112 Canmore Place, Tallahassee, Florida 32303, **DONNA RAE JOHNSON**, whose address is 100 West Oak Street, Perry, Florida 32348, and **LINDA DIANNE SUTHERLAND**, whose address is 321 Ball Drive, Tallahassee, Florida 32312, as **Tenants in Common, GRANTEE**;

WITNESSETH: That WHEREAS, **CAROL DENISE FLETCHER, DONNA RAE JOHNSON** and **LINDA DIANNE SUTHERLAND**, were duly appointed Co-Personal Representatives of the Estate of **CARL R. FLETCHER**, by Order Appointing Personal Representative dated April 19, 2002, and Letters of Administration were issued to them on April 19, 2002;

NOW, THEREFORE, pursuant to the power and authority granted and given to personal representatives by the provisions of the Last Will and Testament of the decedent, **CARL R. FLETCHER** and Florida Statutes, and in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid, grants, bargains, sells, aliens, remises, releases, conveys and confirms to the grantee, their heirs and assigns forever, the following described real property in **TAYLOR** County, Florida, to-wit:

REAL PROPERTY DESCRIPTIONS:
Parcel No. 1

Commence at the NE corner of Section 1, T5S, R7E and run S 00° 01' 10" W 260.00 feet, thence run S 88° 40' 00" W 250.00 feet to the NW corner of Lot 4 of Block F of Highland Heights Subdivision and the Point of Beginning, thence from said POB Run S 0° 03' 48" E along the West boundary of said Block F, a distance of 513.67 feet to the North R/W line of Oak Street, thence S 89° 19' 00" W along said R/W line, a distance of 893.50 feet, thence N 0° 03' 48" W, a distance of 329.00 feet; thence N 89° 19' 00" E, a distance of 193.50 feet; thence N 0° 03' 48" W, a distance of 61.00 feet, thence N 89° 19' 00" E, a distance of 60.00 feet; thence N 0° 03' 48" W, a distance of 272.00 feet, thence N 89° 19' 00" E, a distance of 557.00, thence S 0° 03' 48" E, a distance of 148.30 feet, thence N 89° 20' 21" E, a distance of 83.00 feet to the Point of Beginning. Said parcel contains 11.44 acres more or less, and is located in Section 1, T5S, R7E, Taylor County, Florida.

NOTE: The real property set forth above was provided by survey dated May 6, 2003, by M.H. Ratliff, Registered Land Surveyor and is the same real property described in the following conveyances: Warranty Deed from Champion White and Nancy Lee White, his wife, to Carl R. Fletcher and Mildred Fletcher, his wife, dated and filed October 2, 1959, in Official Record 13, Page 312 of the public records of Taylor County, Florida; Warranty Deed from Melvin Bowden and Edith L. Bowden, his wife, to Carl R. Fletcher and Mildred Fletcher, his wife, dated May 7, 1981 and filed June 12, 1981 in Official Record 165, Page 660 of the public records of Taylor County, Florida; Warranty Deed from Melvin Bowden and Edith L. Bowden, his wife, to Carl R. Fletcher and Mildred Fletcher, his wife, dated May 7, 1981, filed June 12, 1981 in Official Record 165, Page 661 of the public records of Taylor County, Florida; Warranty Deed from Carl R. Fletcher and Mildred Fletcher, his wife, to Carl R. Fletcher and Mildred Fletcher, his wife, dated May 7, 1981 and filed June 12, 1981, in Official Record 165, Page 662 of the public records of Taylor County, Florida and Warranty Deed from Carl R. Fletcher and Mildred Fletcher to Carl R. Fletcher and Mildred Fletcher dated May 7, 1981, filed June 12, 1981 in Official Record 165, Page 663 of the public records of Taylor County, Florida.

Parcel No. 06-05-08-08393-000

Commence at the NW corner of NW 1/4 of NW 1/4 and run S 658.6 feet for Point of Beginning, thence run S 230 feet, E 20 feet, N 210 feet, E 1129 feet to RAW of US 19, thence run NW along RAW 20 feet W 1148 feet to Point of Beginning. Said parcel contains .6 acre more or less and is located in Taylor County, Florida

Parcel No. 01-05-07-05902-000

Lots 1, 2, 3, 7, 8, 9, 11, 12 of Block A; Lots 1 and 6 of Block C; and Lot 1 of Block F of Highland Heights Subdivision as recorded in Plat Book 1, Page 80 of the public records of Taylor County, Florida


TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to that property.

TO HAVE AND HOLD the same to the grantee, his heirs and assigns, in fee simple, forever.

And the grantor does covenant to and with the grantee, his heirs and assigns, that in all things preliminary to and in and about the sale and this conveyance, the laws of Florida have been followed and complied with in all respects.


IN WITNESS WHEREOF, grantor, as Personal Representatives of the estate of CARL R. FLETCHER, deceased, have set their hand and seal hereto as of the day and year first above written.

Signed, sealed and delivered in the presence of:



Witness Harriet C. Devane


Witness JEWELL L. HOOD
As to Carol Denise Fletcher


Witness Sheena B. Crum


Witness Lydia L. Williams
As to Donna Rae Johnson

 (SEAL)
CAROL DENISE FLETCHER
Co-Personal Representative of the Estate of
Carl R. Fletcher, deceased.

 (SEAL)
DONNA RAE JOHNSON
Co-Personal Representative of the Estate of
Carl R. Fletcher, deceased

Harriet C. DeVane
Witness Harriet C. DeVane

Jewell L. Hood
Witness Jewell L. Hood
As to Linda Dianne Sutherland

Linda Dianne Sutherland (SEAL)
LINDA DIANNE SUTHERLAND
Co-Personal Representative of the Estate of
Carl R. Fletcher, deceased

STATE OF FLORIDA)
COUNTY OF Leon)

The foregoing instrument was acknowledged before me on this 14 day of July, 2003, by CAROL DENISE FLETCHER, as Co-Personal Representative of the Estate of CARL R. FLETCHER, deceased, who personally appeared before me at the time of notarization, and acknowledged before me that she executed the same for the uses and purposes therein set forth therein.

[SEAL]

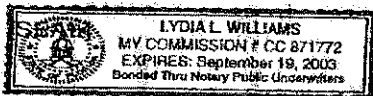


NOTARY:

Jewell L. Hood
Signature of Notary Jewell L. Hood
☒ personally known to me
☐ produced _____
as identification.

STATE OF FLORIDA)
COUNTY OF TAYLOR)

The foregoing instrument was acknowledged before me on this 21st day of July, 2003, by DONNA RAE JOHNSON, as Co-Personal Representative of the Estate of CARL R. FLETCHER, deceased, who personally appeared before me at the time of notarization, and acknowledged before me that she executed the same for the uses and purposes therein set forth therein.



NOTARY:

Lydia L. Williams
Signature of Notary
☒ personally known to me
☐ produced _____
as identification.

STATE OF FLORIDA)
COUNTY OF Leon)

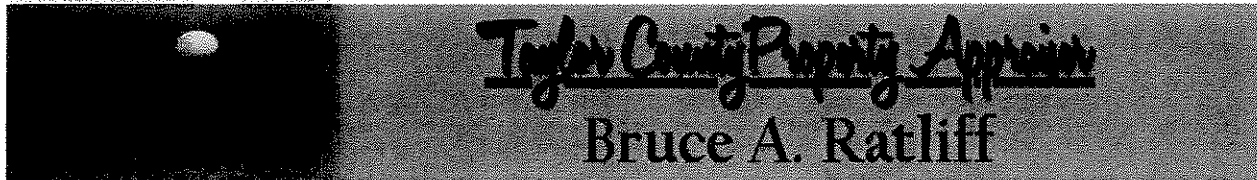
The foregoing instrument was acknowledged before me on this 14 day of July, 2003, by LINDA DIANNE SUTHERLAND, as Co-Personal Representative of the Estate of CARL R. FLETCHER, deceased, who personally appeared before me at the time of notarization, and acknowledged before me that she executed the same for the uses and purposes therein set forth therein.

[SEAL]



NOTARY:

Jewell L. Hood
Signature of Notary Jewell L. Hood
☐ personally known to me
☒ produced FL DL
as identification.



Recent Sales in Area	Previous Parcel	Next Parcel	Return to Main Search Page	Taylor Home
Owner and Parcel Information				
Owner Name	FLETCHER CAROL D & DONNA RAE	Today's Date	May 29, 2014	
Mailing Address	JOHNSON & LINDA D SUTHERLAND 3112 CANMORE PLACE TALLAHASSEE FL 32303	Parcel Number	08393-000	
Tax District	CO Millage Rate: 16.0601	Exemptions	None	
Site Location		Property Usage	RESIDENTIAL VACANT LAND	
Section-Township-Range	06-05-08	Parcel Map	Show Parcel Maps	Generate Owner List By Radius
Legal Description	LEG 0000.60 ACRES COM NW COR OF NW 1/4 OF NW 1/4 RUN S 658.6 FT FOR POB TH S 230 FT E 20 FT N 210 FT E 1129 FT TO RW US			

2013 Tax Year Value Information						Tax Information	
Value of Land	Land Value Agricultural	Building Value	Total Misc Value	Just or Classified Total Value	Assessed Value	Exempt Value	Taxable Value
\$ 572	0	0	0	\$ 572	\$ 572	0	\$ 572

Land Information				
Land Use	Number of Units	Unit Type	Unit Price	Value
0	1.00	UT	\$ 572	\$ 572

Building Data							
Building #	Year Built	Adjusted Square Feet	Floors	Description	Occupancy	Exterior Walls	Interior Walls
No building information associated with this parcel							

Miscellaneous Features					
Description	Year	Length	Width	Area	Value
No miscellaneous features associated with this parcel					

Sales Information					
Sale Date	Type of Document	Book	Page	Amount	
7/2003	PERSONAL REPRESENTATIVES DEED	506	562	0	
To view Clerk of Court Information click here -> Taylor County Clerk of Court					
Recent Sales in Area	Previous Parcel	Next Parcel	Return to Main Search Page	Taylor Home	
The Taylor County Tax Assessor'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. Website Updated: May 18, 2014					

The Taylor County Tax Assessor'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. Website Updated: May 18, 2014



BOARD WORKSHOP

Agenda

3. THE BOARD TO DISCUSS ITS CONTRACT WITH WASTEPRO FOR SOLID WASTE COLLECTION SERVICES.

AGREEMENT

THIS AGREEMENT, made this 15th day of **December**, 2009, by and between **TAYLOR COUNTY, FLORIDA** hereinafter called "OWNER" and **WASTE PRO of FLORIDA, INC.** doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. CONTRACTOR shall commence and completely provide services as required to provide ***Commercial Refuse Collection Service*** throughout the unincorporated area of Taylor County, Florida.
2. CONTRACTOR shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for completion of the PROJECT described herein.
3. CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS within **45** calendar days after the date of the NOTICE TO PROCEED and will provide the same for 1,825 calendar days unless the period for service is extended or otherwise modified by the CONTRACT DOCUMENTS.

580
12/15/2014 (m)

ARTICLE I. DEFINITIONS

1. COUNTY – Taylor County, Florida, a political subdivision of the State of Florida, as bounded on the day of this CONTRACT.
2. CONTRACTOR – **WASTE PRO OF FLORIDA, INC.**

ARTICLE II. CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS consist of this Agreement, Proposal, Specifications, Contract Forms and all addenda issued prior to execution of this Agreement, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE III. COLLECTION SERVICE REQUIREMENTS

1. Container Service:
 - a. Frequency: County Ordinance No. 2004-02 provides that business establishments maintain a mechanical container or containers of sufficient capacity to hold three (3) days accumulation of garbage. Proposers are advised to review very carefully each business' mechanical container (s) needs. The County encourages the Contractor and customer to agree on a pickup schedule (frequency) for the sake of public health and to protect the environment of the County.

Contractor and customer to agree on a pickup schedule (frequency) for the sake of public health and to protect the environment of the County.

1. At the beginning of the agreement between the County and the Contractor, the Contractor will use the existing collection schedules. However, within thirty (30) days after the signing of the agreement, the Contractor may change the routes and schedules in order to provide the best, most efficient and most cost-effective service to the customers.
 - b. Location: Container customers will accumulate refuse at locations that are mutually agreed upon by the customers and the contractor, and which are convenient for collection by the Contractor.
 - c. Container Refuse – Collection: The Contractor will make collections with as little disturbance as possible. No pickups are to be done before 4:00 a.m. or after 7:00 p.m. Refuse receptacles are to be thoroughly emptied and then left standing upright with covers in place at the location where containers are found. Any reuse spilled by the Contractor must be picked up immediately by the Contractor.
 - d. Special Conditions Governing Containers: Mechanical containers or dumpsters, as defined, are governed by the conditions set forth and in this Proposal. These conditions are:
 1. It is the responsibility of the Contractor and the customer or property owner to agree upon the size of the container and the frequency with which it is emptied in compliance with County Ordinance No.2004-02. Currently, the County requires a container of sufficient size to hold an accumulation of refuse over a 3 day period and/or a minimum two (2) yard container.
2. Schedules and Routes:
- a. General: The County will cooperate with the Contractor to keep County owned roads open so that the Contractor may adhere to his/her schedule and routes. However, the Contractor is to understand that, at times, the County may temporarily have to close a road because of repairs or for other reasons. The County will notify the Contractor in advance of the closing, if possible, and will cooperate with the Contractor in making arrangements for the sanitation service to be maintained in the affected area.
 - b. Storms, Emergencies, Disaster, etc.: In the case of a storm or hurricane, the County Administrator may grant the Contractor reasonable variance from the regular schedules and routes. As soon as practicable after such storm, the Contractor must advise the Environmental Services Director and the customers of the estimated time required before regular schedules and routes can be resumed.
 1. In the case of a storm or other disasters, where it is necessary for the Contractor and the County to acquire additional equipment and to hire

extra crews to clean the County of debris and refuse, the Contractor is required to work with the County in all possible ways for the efficient and rapid clean-up of the County.

2. The Contractor will be entitled to receive extra compensation above the contract prices for additional men, overtime and equipment costs, provided that the Contractor has first obtained prior written authorization from the Environmental Services Director.

- c. **Parking Trucks:** Trucks shall not be parked in residential areas except for loading purposes.

3. Quality of Service:

- a. **Character of Personnel Equipment:**

1. **General:** The supervision of refuse collection and disposal will be by competent, qualified personnel, and the Contractor will agree to provide sufficient personnel, time and attention to the directing of sanitation services so as to insure performance satisfactory to the County and the customers. The Contractor shall not allow incompetent, dishonest or discourteous employees to work in the County.
2. **Uniforms:** Each of the Contractor's collection employees shall wear a clean uniform bearing the company's name and employee name (first initial and last name).
3. **Operator's License:** Each employee shall, at all times, carry a valid operator's license for the type of vehicle being driven.
4. **Dismissal:** The County may require the removal from servicing the County contract of any employee of the Contractor who violates any provision hereof or who is wanton, negligent or discourteous in the performance of his/her duties.
5. **Safety:** The Contractor shall provide operating and safety training for all personnel. Collectors/drivers shall be required to wear safety vests or other high-visibility clothing when outside of any refuse vehicle.

- b. **Cooperation of Contractor Required:** The Contractor will cooperate with an authorized representative of the County in every reasonable way, to insure that the collection and disposal of refuse is properly done. Care must be taken to prevent damage to property, including shrubs, flowers and other plants.

- c. **Collection Procedures:** All solid waste shall be placed in approved containers at locations that are readily accessible to the customer. Containers shall be located on private property and not within the road right-of-way.

1. The Contractor shall not litter in the process of making collections, but shall not be required to collect material that has not been in approved containers or in a manner herein approved.
 2. All solid waste hauled by the Contractor shall be so contained or enclosed that leaking, spilling or blowing are prevented. In the event of any spillage, the Contractor shall immediately clean up the litter. Title to all waste shall be vested in the Contractor upon being placed in its vehicle. NOTE: "Title to all waste" does not empower the Contractor to take the waste to any disposal facility other than the Aucilla Area Regional landfill, with the exception of C&D, yard waste and recyclable materials.
 3. All solid waste for disposal shall be hauled to site or facilities legally empowered to accept it for treatment or disposal. The County reserves the right to approve or disapprove site taking into account regulations of the costs, if any, routes within the County, and the rules and regulations of the of the governmental body having jurisdiction over said sites or facilities.
- d. Complaints: All complaints shall be serviced within forty-eight (48) hours. The Contractor shall supply the County with copies of all complaints on a form approved by it and indicate the disposition of each. Such records shall be available for County inspection at all times during business hours. The form shall indicate the nature of the complaint, the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day. The Contractor shall notify all customers about complaint procedures, rates, regulations and day of collection. Complaints or disputes between the Contractor and any customer will be resolved by the Contractor and the customer. The County will not become a party to any complaints unless these involve a violation of a County ordinance or constitute a material breach of the agreement between the Contractor and the County. Also, the Contractor is advised that renewal of the agreement with the County will also depend in part upon how satisfactorily the Contractor has handled complaints from citizens regarding service.
- e. Performance Standard:
1. If the Contractor fails to collect materials herein specified for a period in excess of five (5) consecutive calendar days or fails to operate the system in a satisfactory manner for a similar period, the County may move as follows (provided such failure is not due to war, insurrection, riot, Act of God or any other cause beyond the Contractor's control):
 - a. At its option, after written notice to the Contractor as provided hereinafter, take over and operate any or all of the Contractor's equipment used in the performance of this agreement;

- b. Use and operate same itself until such matter is resolved and the Contractor is again able to carry out its operation under this contract. Any and all operating expenses incurred by the County in so doing may be deducted from compensation, or charged to the Contractor hereunder.
 - 2. During such period, the liability of the County to the Contractor for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability. The liability of the Contractor to third persons shall cease and all claims or demands arising out of the operation of the collection service shall be directed to the County.
 - 3. Provided, however, if the Contractor is unable for any cause to resume performance at the end of thirty (30) calendar days, all liability of the County under this contract to the Contractor shall cease and the County shall be free to negotiate with other Contractor s for the operation of said collection service. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this contract. In the event that a contract is so negotiated with a new Contractor (s), third party liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operations of the collection service. In case of termination and County operation, the County shall have access to the Contractor's records for the purpose of billing and shall retain all payments and funds received for the period during which the County provides the service.
 - 4. Pursuit of the foregoing remedies shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any amount due by Contractor hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any violation shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided on an event of default shall not be deemed or construed to constitute a waiver of such default.
4. Equipment:
- a. Type: The Contractor must use only vehicles with bodies constructed to prevent any leakage.
 - b. Amount: The Contractor must provide sufficient equipment in proper operating condition so that regular schedules and routes of collection can be maintained.

c. Condition: Equipment is to be maintained in a reasonable, safe working condition; to be painted uniformly with the name of the Contractor. Also, the Contractor's business telephone number and the vehicle number are to be displayed on both sides of each vehicle. All vehicles must be numbered and a record kept of the vehicle to which each number is assigned. No advertising is permitted on the vehicles, except of County-sponsored events, should the Contractor allow such advertising to be put on the vehicles on behalf of the County.

d. Equipment List: The Contractor must provide the County with an itemized list of the vehicles and equipment he/she intends to use in Taylor County, Florida. This list is to include the following:

Vehicles: Number, type, capacity, front or rear loading, etc.

5. Disposal of Refuse:

Proposers are advised to investigate fully the proposed Aucilla Area Solid Waste Disposal Facility.

6. Billing Services:

Discontinued Service or Delinquent Accounts: The Contractor shall supply the County a written set of Policies & Procedures for the discontinuance of service and the handling of delinquent accounts.

ARTICLE IV. INDEMNIFICATION

1. CONTRACTOR shall indemnify and hold harmless the COUNTY and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the WORK itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
2. In any and all claims against the COUNTY or any of its agents or employees by any employee of the CONTRACTOR, any directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under workers compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE V. CONTRACTOR'S RELATION TO THE COUNTY

1. Contractor as an Independent Contractor: It is agreed and understood that the Contractor is, in all respects, an independent contractor and is in no respect an agent or employee of the County. While the County and the Contractor will sign an agreement outlining the work to be done and at what rates, the methods used to accomplish the work will be the responsibility of the Contractor, unless otherwise provided in the agreement.
2. Assignment: No assignment of the contract or any right occurring under this contract shall be made in whole or in part by the Contractor without the express written consent of the County; in the event of any assignment, the assignee shall assume the liability of the Contractor.
3. Supervision of Contract Performance: The Contractor will supervise his/her own performance, with the understanding that failure to provide the service required by the County and agreed to by both parties may subject the Contractor to possible termination of the agreement and forfeiture of the performance bond.
4. Inspection of Work:
 - a. The Contractor will furnish the Environmental Services Director with reasonable opportunity for ascertaining whether or not the work is being performed in accordance with the requirements of the agreement.
 - b. The Contractor will designate, in writing, the person or persons who will serve as liaison between his organization and the County.
5. County Not Liable for Delays: It is agreed that in no event will the County be liable or responsible to the Contractor or to any other persons due to any stoppage or delay in the collection services by injunction or other legal proceedings brought against the Contractor, or from or due to any delay from any cause over which the County has no control.
6. Right to Require Performance: The failure of the County at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
7. Breach of Contract: It will be the responsibility of the Environmental Services Director and his designated employees to observe the collection services provided by the Contractor. If, in the opinion of the Environmental Services Director, there has been a breach of the agreement, then the Environmental Services Director will so notify the Contractor in writing, specifying the manner in which there has been a breach of contract. If within a period of seven (7) working days the Contractor has not eliminated the conditions considered to be a breach of contract, then the Environmental Services Director will so notify the Board of County Commissioners and a hearing will be set for a date within fifteen (15) days of such notice. At the hearing, the Board of County

Commissioners will hear the Contractor and the County representative, and will make a determination as to whether or not there has been a breach of the agreement, and will direct what further action should be taken by the County.

8. Damages for Breach:
 - a. The failure to make pickups from each pickup unit shall constitute a separate violation and will authorize a separate such deduction. Such deduction may be imposed by a majority vote of the Board of County Commissioners provided, however, notice to the Contractor and an opportunity to present evidence must be given as provided in the paragraph below.
 - b. If the Contractor fails to perform its obligations under Collection Service Requirements hereof, the County shall be entitled to liquidated damages in the amount of Ten Dollars (\$10.00) per such breach. Each breach at a separate pick-up unit shall constitute a separate violation and will authorize a separate levy of damages. Such damages may be assessed by a majority vote of the Board of County Commissioners.
 - c. The assessment of liquidated damages as herein provided, shall not constitute a waiver of the County to sue the Contractor for such damages or to terminate this contract.
 - d. A written notice mailed by certified mail to the address of the Contractor, as shown herein, shall constitute sufficient notice under this contract.
9. Default: The failure on the part of the Contractor to comply in any substantial respect with any of the provisions of this contract shall be grounds for a forfeiture of this contract, but no such forfeiture shall take effect until the County has served upon the Contractor written notice of default which notice shall set forth the nature and extent thereof. The Contractor shall have seven (7) days following the notice of default to correct the same. If the Contractor protests the reasonableness of propriety of the County's declaration, said protest shall be served upon the County in writing within ten (10) days following receipt by the Contractor of the County's notice.
10. Cancellation of Contract: If the Contractor fails to begin work at the time specified, fails to perform the work in any manner so that proper collection of the refuse does not occur: or discontinues the work or any portion thereof, or for any other cause whatsoever, excepting Acts of God, does not carry on the work as agreed; or if the Contractor becomes insolvent, or allows any final judgment for the payment of money to stand against him unsatisfied. And if the County gives notice of such default to perform the contract as agreed, and if the Contractor or his surety fails to correct such default within seven (7) working days after the giving of such notice by the County, then the Board may cancel the contract. The County shall exercise its right to retain the Performance Bond.
11. Bankruptcy or Insolvency: If the Contractor becomes insolvent and in event if the Contractor files a petition of voluntary or involuntary bankruptcy, then this contract shall terminate in no event later than the date of filing of the bankruptcy petition.

ARTICLE VI. COMPLIANCE WITH LAWS AND REGULATIONS

1. Adoption of New Ordinances: The right is hereby reserved for the County to adopt, in addition to the provisions herein contained in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations by ordinance or otherwise shall be reasonable and not in material conflict with the intended purpose of this contract. The Contractor shall conduct operations under this contract in compliance with all applicable laws and its failure to comply shall constitute a default hereunder.
2. Legal Compliance: The Contractor will agree to abide by all applicable Federal, State and County laws and regulations. The Contractor and his surety will agree to indemnify and save harmless the County, all of its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations by the Contractor, his agents or employees.
3. Choice of Law: This agreement is made in the State of Florida and shall be governed by Florida law.
4. Venue: Taylor County, Florida, shall be proper venue for litigation involving this Contract.

ARTICLE VII. REPORTS OF OPERATIONS

1. Record Keeping: The Contractor shall keep records of wastes collected and charges therefore for a period of five (5) years. The County shall have the right to review those records which in any way pertain to the payments due (as well as the billing of all customers by the Contractor).

All information so obtained shall be confidential and shall not be released by the County unless expressly authorized in writing by the Contractor. (The Contractor will be responsible for the monthly billing of the customer and the County will be provided with a quarterly report indicating gross revenue).
2. Record Reporting: The Contractor will agree to submit to the County a written report showing:
 - a. Number of complaints received, type or types of complaints, and actions taken by the Contractor to resolve them. **(Quarterly)**
 - b. Number and Name of customers, size of containers and number of frequency of pick-up. **(Monthly)**
 - c. Included with the remittance of the franchise fees, a Gross Sales Report. **(Monthly)**

ARTICLE VIII. INSURANCE

1. General: The Contractor shall not commence work for the County until all insurance required by this Section has been obtained. Said insurance coverages shall be maintained during the term of this agreement. Liability and property damage insurance will protect the Contractor in the performance of the work covered by this Contract as against any claims for damages for personal injury, property damage, wrongful or accidental death, or otherwise, which may arise from operations under this Contract, whether such incidents result from acts of the Contractor, its employees, agents, subcontractors, or otherwise, and said insurance policy shall name Taylor County as an insured. Copies of all policies shall be furnished by the Contractor to the County.
2. Worker's Compensation: The Contractor will provide and maintain during the life of the contract, and at his own expense, Worker's Compensation and Employers' Liability Insurance with the following limits of liability:

Worker's Compensation:	Statutory
Employer's Liability:	\$500,000 each accident
3. Comprehensive General Liability: The Contractor will agree to provide and maintain during the life of the contract, and at his own expense, Comprehensive General Liability Insurance including protection for liability arising out of premises, operation, independent contractors, products/completed operations and contractual obligations. The policy will be extended to provide for personal injury liability and broad form property damage liability. The contractual coverage must specify that it covers the hold harmless agreement which is part of the contract. The limits of liability will be as follows:

Bodily Injury Liability:	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability:	\$1,000,000 each occurrence \$2,000,000 aggregate
4. Comprehensive Automobile Liability: The Contractor will provide and maintain during the life of the contract, and at his own expense, Comprehensive Automobile Liability Insurance including protection for liability arising out of owned, non-owned and hired vehicles. The policy will be extended to provide contractual coverage for the hold harmless agreement which is party of the contract with the County. The limits of liability will be:

Bodily Injury Liability:	\$300,000 each person \$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence
5. Hold Harmless Agreement: The Contractor and his surety will bind themselves to indemnify and save the County harmless, and defend the County from all suits or actions

brought against the County for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of the Contractor or his agents, including subcontractors, in doing the sanitation service contracted for in the agreement. Said insurance shall save harmless and exempt from the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damage costs, expenses and attorneys' fees incidental to any work done in the performance of this agreement.

6. Certificate of Insurance: The Contractor will furnish to the County Administrator, prior to the start of the agreement, satisfactory proof of the insurance required, with the Board of Taylor County Commissioners named as additional insured, with a company satisfactory to the County. The best rating of the insurance company must also be provided to the County. To be acceptable to the County each insurance certificate should contain a clause similar to the one that follows:

“Should any of the above described policies be cancelled or undergo material change before the expiration date, the issuing insurance company will mail thirty (30) days before the date of expiration or change, a notice to the County Administrator”.

ARTICLE IX. PERMITS AND LICENSES

The Contractor shall obtain, at his own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

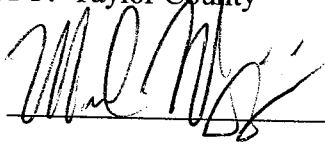
ARTICLE X. MISCELLANEOUS

- a. Neither COUNTY nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the CONTRACT DOCUMENTS and, specifically, CONTRACTOR shall not assign any monies due without prior written consent of the County.
- b. COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the CONTRACT DOCUMENTS.
- c. The CONTRACT DOCUMENTS constitute the entire agreement between the COUNTY and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this **15th** day of **December**, 2009.

COUNTY: Taylor County

BY:



Mark Wiggins, Chairperson

CONTRACTOR: **Waste Pro of Florida, Inc.**

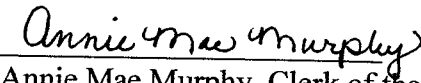
BY:



Robert Wolk, Division Manager

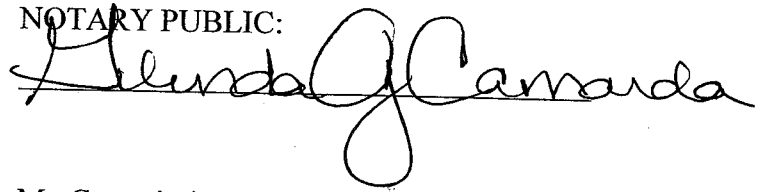
ATTEST:

BY:



Annie Mae Murphy, Clerk of the Court

NOTARY PUBLIC:



AFFIX COUNTY SEAL



My Commission Expires on: _____



CONTINUATION CERTIFICATE

Premium Amount: \$1,010.00

The The Hanover Insurance Company (hereinafter called the Surety) hereby continues in force its Bond No. 1806601 in the sum of One Hundred Thousand Dollars and 00/100 (\$100,000.00) Dollars, on

behalf of Waste Pro of Florida, Inc

in favor of Taylor County Board of Commissioners


subject to all the conditions and terms thereof through January 31, 2011 at location of risk.

This Continuation is executed upon the express condition that the Company's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 30 day of November, 2009.

The Hanover Insurance Company
Surety

By:



Arthur L. Colley Attorney-in-Fact

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Arthur L. Colley, Nicole M. Colley and/or Bonnie T. Atnip

of Charlotte, NC and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 6th day of April 2009.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

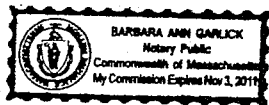
Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

Robert K. Grennan
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER

) ss.

On this 6th day of April 2009, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 30th day of November, 2009.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brault
Stephen L. Brault, Assistant Vice President

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2009

PRODUCER (407)898-2211 FAX (407)898-1850
Closson Insurance Agency, LLC
Post Office Box 547275
Orlando,, FL 32854-7275

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED: Waste Pro USA Inc. Waste Pro of Florida Inc.
Waste Pro of Ga Inc. Waste Pro of SC Inc.
(see named insured endorsement attached)
P. O. Box 7209
Longwood, Florida 32791-7209

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Insurance Co	23043
INSURER B:	Midwest Employers Cas. Ins.Co.	23612
INSURER C:	Great American Insurance Company	16691
INSURER D:	* Swiss RE	25364
INSURER E:	* RSUI	22314

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TB2-621-093780-029	01/01/2009	01/01/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blanket Add'l ins.				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Blanket Waiver				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	AS2-621-093780-019	01/01/2009	01/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS	\$10,000			
	<input checked="" type="checkbox"/> Comp and Collision	\$100,000			
	<input checked="" type="checkbox"/> Liab. Deductible				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
	<input type="checkbox"/>				AUTO ONLY: AGG \$
*	EXCESS/UMBRELLA LIABILITY	SWISS RE IRU15134 RSUI LHA047158 5,000,000 SWISS RE 20,000,000 RSUI	01/01/2009	01/01/2010	EACH OCCURRENCE \$ 25,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$ 10,000				\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	MWLD060033	11/06/2008	11/06/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	POLLUTION LIABILITY	PEL 2628987-00	01/01/2009	01/01/2010	\$25,000,000 limit \$25,000 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is additional insured as required by contract. Waiver of subrogation applies as required by contract. Insurance is primary and non contributory. 30 day notice of cancellation applies with a 10 day notice for non payment of premium.

CERTIFICATE HOLDER

Taylor County
3750 Hwy 98 West
Perry, FL 32347

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Lenise Zika/EMW

Lenise A. Zika



BOARD WORKSHOP

Agenda

4. THE BOARD TO DISCUSS ITS PRIORITIES FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION FIVE YEAR WORK PLAN.



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,

A handwritten signature in black ink, appearing to read "Jack R. Brown".
Jack R. Brown
County Administrator

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



BOARD WORKSHOP

Agenda

5. THE BOARD TO REVIEW AND DISCUSS
ITS LEGISLATIVE PRIORITIES.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

September 22, 2014

Taylor County Board of County Commissioners' Legislative Priorities

The Taylor County Board of County Commissioners requests that state and regional agencies provide "Meaningful Local Involvement" when making decisions, issuing permits, establishing rules, and/or are developing agency actions the impact a local community or adjacent communities. This includes notifying local officials of agency actions; providing opportunities for local input; providing for a "full cost disclosure"; providing for a complete analysis of impacts to local communities; and provisions for the local government to be involved and express support or opposition to the proposed actions. The Taylor County Board of County Commissioners also recommends that Agency Boards, Commissions, Advisory Councils including the Florida Fish and Wildlife Commission and the Water Management Districts include representatives from small counties, rural areas and local governments.

To assist in this collaboration, the Taylor County Board of County Commissioners submits the below legislative priorities and policy recommendations. The Board's priorities include ensuring the reduction and elimination of unfunded mandates that, while well intentioned, have serious impacts on the County's limited budget. Seek support in addressing gaps in the maintenance and provision of public health and safety infrastructure and systems. Improve the quality of life for residents and employees and sustain and enhance the local economy through assisted economic development.

1. The Taylor County Board of County Commissioners is concerned with cost-cutting recommendations that shift responsibilities and increased requirements to the local level. The Board of County Commissioners encourages and supports the efforts of the Florida Legislature in reducing the impact of unfunded mandates from the state and federal governments and support proposals that expand the County's revenue sources and uses.
 - a. Medicaid Cost Sharing - During the 2013 Legislative Session, the Legislature passed Senate Bill 1520 modifying the method of calculating what each county is required to pay in the State County Medicaid Cost Share from a formula based on "Utilization" to a formula based on "Enrollment". When the Cost Share program is expected to transition to 100% Enrollment based in FY 19-20, Taylor County's Medicaid Cost Share will increase by 72.84% while the State's estimated increase is projected at 24%.
 - i. *The Board of County Commissioners are concerned about the devastating impact this increase will have on its ability to provide services to its residents and supports efforts to make the Cost Share program equitable to all counties, especially fiscally constrained counties. The Board of County*

Commissioners supports the recommended 3% cap on annual growth for county Medicaid costs.

- b. The Taylor County Board of County Commissioners supports funding assistance in support of water projects that provide infrastructure critical for economic growth, environmental protection, water quality improvements, and, address other local and regional needs.
 - i. *The Taylor County Board of County Commissioners opposes additional statutory requirements relating to water-infrastructure that are not accompanied with sufficient funding to comply with timelines and construction.*
- c. Enhanced funding is currently provided to Fiscally Constrained Counties within State Revenue Sharing and additional revenue offsets are provided for the impact of Amendment 1, Juvenile Pretrial Detention Costs, and Conservation Easement exemptions provided in the Florida Constitution.
 - i. *The Taylor County Board of County Commissioners requests continued commitment to provide Fiscally Constrained offset funding for programs currently funded. The Taylor County Board of County Commissioners requests a Fiscally Constrained funding component with any proposed constitutional amendment that reduces local revenue capacity.*
- d. The Taylor County Board of County Commissioners requests opposition to unfunded legislative or agency proposals that impact services or increase the cost of local governments. The Taylor County Board of County Commissioners supports increased flexibility in local revenue sources as determined for local funding needs.
 - i. *The Board of County Commissioners requests the Florida Legislature protect the Fiscally Constrained Revenue Sharing Program and ensure a "No Harm" standard in any effort to change the funding source or the criteria for the Fiscally Constrained Program.*
 - ii. *The Taylor County Board of County Commissioners requests the Florida Legislature consider indexing local option fuel taxes to an inflation factor and review distribution formulas for GAS TAX and SALES TAX to ensure fair distribution to areas that do not have significant Points of Collections within their communities.*
 - iii. *Maintain existing Sovereign Immunity Limits and the current claims process.*
 - iv. *Allow counties demonstrating fiscal hardship to reclassify county roads to the state road system.*
- e. Small county officials support increased opportunities to enhance professionalism in key program areas through relevant and accessible training opportunities tiered to meet local needs.
 - i. *The Taylor County Board of County Commissioners requests the Florida Legislature and State Agencies avoid mandating rigid training and hiring requirements for Local Positions.*
- 2. Seek support to protect the health and welfare of residents and visitors through targeted programs that address gaps in the maintenance and enhancement of vital infrastructure and services. The Taylor County Board of County Commissioners oppose legislation that pre-empts local government involvement in local issues that may need local regulation and/or oversight.
 - a. As a rural, fiscally constrained county, Taylor County relies on the Small County Outreach (SCOP) and Rural Assistance Programs (SCRAP) to meet its road infrastructure needs.
 - i. *The Taylor County Board of County Commissioners requests that the Florida Legislature continue to provide increased funding for Small County Rural Assistance Program (SCRAP) and the Small County Outreach*

Program. In addition, the Taylor County Board of County Commissioners requests consideration of special funding to support repair or replacement of bridges rated below satisfactory on DOT inspections. Ensure small county roads receive the support needed within the Strategic Intermodal System and the Florida Transportation Plan to accommodate evacuation needs of coastal and urban communities.

- b. Local Health Departments provide essential health care programs and services in Florida's rural communities.
 - i. *The Taylor County Board of County Commissioners supports the current structure for Health Departments and requests priority funding for health departments including increased primary health care and dental services in small counties. Increase funding to meet health-related transportation needs of indigent and disadvantaged populations.*
 - c. A reliable and high functioning law and order and public health and safety infrastructure is critical to the protection of health and safety for the County's residents and visitors. Like many small counties, Taylor County is experiencing jail overcrowding, increased demands on its court system, and aging public safety infrastructure.
 - i. *The Taylor County Board of County Commissioners requests special funding to address special infrastructure and local projects including: Small County Courthouse Renovations, Small County Jails, Emergency Management Infrastructure to meet shelter and evacuation needs, Repair or replacement of bridges rated below satisfactory on DOT inspections Roads, Parks, Water Projects, Libraries, and other non-recurring local priorities.*
 - ii. *Provide increase in funding for small county solid waste and recycling grants and streamline reporting requirements for counties exempt from the Recycling Goal.*
 - iii. *Provide funding for Sewer and Water line hookups and Storm Water Projects including Innovative Water Supply Initiatives, and other local infrastructure project needs.*
3. Encourage and support opportunities to enhance the quality of life for residents and employees.
- a. The Board of County Commissioners is presently in the first phase of a million dollar renovation of the Forest Capital Hall. The Forest Capital Hall is the county's only large scale venue for public events and, along with the park grounds, hosts many highly acclaimed festivals, concerts, and fairs throughout the year. The present renovations are critical to ensuring that Forest Capital Hall remains a sought after venue for public and cultural engagement.
 - i. *The Taylor County Board of County Commissioners supports funding for small county projects prioritized and recommended within the Agriculture Education and Program Facility program.*
 - b. To provide a high quality of life for its residents and visitors, the Board of County Commissioners aggressively seeks opportunities to improve its recreational facilities through the state's FRDAP grant program. The Board has been very successful in improving its recreational facilities and options through the use of this and other grants.
 - i. *The Taylor County Board of County Commissioners requests the Florida Legislature to fully projects within the FRDAP and special project funding.*
 - c. The availability of affordable housing is, increasingly, becoming a burden for the residents of Taylor County. The Board of County Commissioners have supported many residents in their desire to seek housing.

- i. *The Taylor County Board of County Commissioners requests the Florida Legislature to Maintain and protect the existing state housing trust funds for affordable housing programs, specifically the local S.H.I.P programs.*
 - d. The Transportation Disadvantaged program responds to critical transportation needs in Florida's rural counties. Floridians that are unable to self-provide transportation to medical appointments, employment, and other locations rely heavily on this program.
 - i. *The Taylor County Board of County Commissioners requests that funding for the Transportation Disadvantaged programs that are providing critical services to the medically needy, elderly, and developmentally challenged be protected and any effort to limit the scope of transportation programs to these constituents be avoided.*
 - 4. Seek support from the Florida Legislature to support the local economy and augment economic development initiatives within the County.
 - a. Working with the city of Perry, the Board of County Commissioners, and community partners, the Taylor County Development Authority has identified several potential "Mega-Sites" within designated Regional Employment Centers. While permitting and planning obstacles have been streamlined, more could be done to make these sites even more attractive to potential industries.
 - i. *The Board of County Commissioners requests support in the provision of infrastructure and marketing of these sites that are most critical to the economic development within the County. The Taylor County Board of County Commissioners supports the creation of a Rural Grants Program that will assist in upfront infrastructure costs relating to a certified sites program and construction of "speculative" buildings to help drive rural economic development. Establish a "Super Fund" to support rural projects – future and current.*
 - ii. *A clear rural job creation strategy within the state economic development job creation plan. This strategy should include: Legislative Flexibility and Regulatory Predictability; Organizational realignment of resources in support of rural job creation.; Identify and support Emerging Market Opportunities in rural areas; and, Protect Against Actions that impact local economic stability. Create an inventory of "High Valued" opportunities in Florida's rural counties.*
 - b. Access to the interstate highway system is critical to the economic development of any community. Taylor County is situated just to the South of Interstate Highway 10.
 - i. *Ensure that Florida's Strategic Intermodal System is accessible from all areas of the state, includes strategic emerging transportation hubs, corridors and connectors important to rural communities, and is not funded at the expense of other road programs important to small counties.*
 - ii. *The Board of County Commissioners believe that widening US 221 will greatly improve the region's ability to grow its economy.*
 - c. The opportunities and tax credits offered by the Enterprise Zone program and other incentive programs are vital elements to Taylor County's economic development toolbox.
 - i. *The Taylor County Board of County Commissioners supports reauthorization of the Florida Enterprise Zone program.*
 - ii. *Expand the Rural Enterprise Program to include all counties within a designated Rural Area of Critical Economic Concern.*
 - iii. *Enhance marketing efforts to promote increased visitation, tourism, and business opportunities in Florida rural areas. Florida's small counties are*

rich in water, forests, historical sites and unique cultural and recreational activities.

- iv. *Provide for targeted industry waivers in RAO regions (through the REDI structure and specific rural targeted industries).*
 - v. *Increase award amounts of the rural jobs tax credit to be more competitive with competing states.*
 - vi. *Remove award amount restriction on QTI awards when local match is waived.*
 - vii. *Allow project site locations to be considered an Enterprise Zone in RAO regions.*
- d. The Taylor County Board of County Commissioners is concerned with the short and long-term sustainability of the saltwater and freshwater water bodies and the impact of the Deepwater Horizon event and other water-related environmental and regulatory issues on marine and freshwater resources. Recreational fishing, fisheries production, and water-related ecotourism are vital to the State of Florida, in all coastal counties, and especially in the small counties where employment opportunities are limited.
- i. *The Taylor County Board of County Commissioners urges all local, state, and federal agencies to coordinate programs concerning renewable marine resources.*
- e. The Taylor County Board of County Commissioners recognizes the importance of water quality and water flow in areas where oysters and shellfish are produced, and where fishing resources are critical to the local economy.
- i. *The Taylor County Board of County Commissioners supports efforts to protect the marine and freshwater fishing industry and urges that regulatory decisions be based on current science and stock assessment data and take into consideration economic impacts on coastal economies.*
- f. Regional Planning Councils provide planning and technical services and economic development support activities to local governments. Regional Planning Council assistance is especially helpful to local governments in rural Florida.
- i. *The Taylor County Board of County Commissioners supports full funding of regional planning councils.*



BOARD WORKSHOP

Agenda

6. THE BOARD TO REVIEW AND DISCUSS
THE FISCAL YEAR 2015 CAPITAL
IMPROVEMENTS PROGRAM.

[illegible]

[illegible]



BOARD WORKSHOP

Agenda

6A. THE BOARD TO REVIEW AND DISCUSS
A DRAFT POLICY AND PROCEDURE FOR
THE INSTALLATION, MAINTENANCE,
AND REMOVAL OF SPEED HUMPS.



Taylor County

Board of County Commissioners'

Policy Manual

Policy #:	Title:	Effective Date:
6.07	Speed Hump Policy	00/00/00

PURPOSE

As a general rule, speed humps are used on public streets in residential areas to reduce traffic speeds. Speed humps are 12 feet in length and 3 inches to 4 inches high. Their parabolic shape is designed to permit vehicles to traverse them at reasonable speeds without significant discomfort to the passengers. Speed bumps are not used on public streets. They are typically found in shopping centers, apartment complexes, and other private properties. Speed bumps are usually 2 feet to 3 feet wide and 4 inches to 6 inches high. They usually cannot be traversed comfortably at speeds greater than 10 miles per hour.

The purpose of a speed hump is to reduce the speed of vehicles on residential streets where excessive speeding occurs. Excessive speed is defined as the following:

The 85th percentile speed (the speed at which 85% of the drivers travel at or under) is 10 or more miles per hour above the posted speed limit.

Speed humps are not designed to reduce the volume of traffic on residential streets; however, some drivers may divert to other streets to avoid the humps.

REFERENCE

POLICY

- (1) Speed humps are not intended for use on all streets. They are permitted on residential streets that have at least 1200 feet of uninterrupted length between stop signs or traffic signals where the posted or prima facie speed limit is 40 mph or less. They are not permitted on arterial streets or on streets that serve as a primary route for emergency vehicles without Board of County Commissioners approval.
 - (a) Ineligible roads include:
 - (i) All County Maintained roads categorized as collectors or arterials. Call the Taylor County Public Works at (850) 838-3528 to determine if the road you are concerned with is an arterial or collector.
 - (ii) Roads with a posted speed limit above 40 mph

- (2) To be eligible under this program a road/street being proposed for speed humps shall meet all of the following criteria, unless an exception is otherwise approved by the Board of County Commissioners:**
- (a) The road shall not be identified in or conflict with the ineligibility standards identified in Paragraph (1)(a) of this policy.**
 - (b) The road shall not have more than two (2) through lanes for vehicular travel.**
 - (c) The majority (at least 51%) of abutting development shall be residential uses.**
 - (d) Minimum length uninterrupted by stop signs or traffic signals shall be 1,200 feet.**
 - (e) The 85th percentile speed must be or exceed the posted speed limit by 10 or more miles per hour.**
 - (f) The road shall not be a priority route for emergency services without emergency service agency approval.**
 - (g) The road shall not be a transit bus route without transit agency approval.**
 - (h) The road shall not have an average daily traffic count (total of both directions) above 400.**
 - (i) The placement of speed humps must not result in a traffic safety hazard.**
- (3) Procedure for eligible roads. For eligible roads, an applicant must follow the below procedure.**
- (a) Contact the Public Works Department (850-838-3528) to identify the neighborhood and location of the proposed speed humps. Staff will determine the appropriate target area to circulate the petition as well as the emergency response agencies to contact.**
 - (b) The applicant must meet with the Taylor County Sheriff's Office, DMH Ambulance Service, and Taylor County Fire Rescue to obtain emergency services approvals and, if needed, waivers.**
 - (c) The applicant will obtain a petition signed in support of the speed humps by legal residents of at least 66% of the residential dwelling units on the street and adjacent streets that may be impacted as determined by the Public Works Department. Each business is to be considered equivalent to one residential unit for the purposes of this poll.**
 - (d) Upon receipt of the petition, County staff shall conduct appropriate studies of traffic volume and speed, area conditions, and other factors deemed necessary. If the project appears feasible, then determine the funding necessary and request a public hearing be set by the Board of County Commissioners.**
 - (e) The Board shall hold a public hearing during a regularly scheduled and advertised meeting to receive input from staff and residents prior to making a decision.**
 - (f) If approved by the Board of County Commissioners, the applicant shall fund and obtain an encroachment permit to construct the speed hump(s). The applicant shall hire and fund a contractor to construct the speed humps. No County funds shall be used to construct the speed humps, unless otherwise approved by the Board of County Commissioners.**
- (4) Installation Guidelines**
- (a) Hump Dimensions - In general, speed humps should be 3 inches to 4 inches in height, 12 feet in length; the full height of the speed hump shall extend to 1 foot from gutter and taper to join existing pavement at the**

- edge of gutter. The exact specifications shall be provided by the Department of Public Works.
- (b) **Spacing** - Typical spacing is 300 feet to 600 feet between humps; 30 feet to fire hydrants and manholes; unless otherwise approved by the Department of Public Works.
 - (c) **Signs and Markings** - Signs and markings shall be installed in accordance with the most current edition of the Manual of Uniform Traffic Control Devices (MUTCD) adopted by the State of Florida.
 - (d) **Street Lighting** - Based upon the specific location of the speed hump, the Department of Public Works may require street lighting. The applicant is responsible for all initial and recurring costs and arrangements necessary to have the street lighting installed and operating. The Department of Public Works will not authorize the construction of speed humps until the street lighting is in place and energized.
 - (e) **Notification** - Residents on the street shall be notified of the planned hump installation at least 3 weeks prior to construction. Notice may include posting of temporary signs.
- (5) **Procedure for removal of speed humps.** The procedure to request the removal of a speed hump shall be the same procedure and carry the same requirements as described in Section (3). A petition must be obtained with the required amount of signatures, studies conducted by staff, and a public hearing set to consider approval and funding of the removal.
- (6) **Funding for installation, maintenance, and removal of speed humps**
- (a) The resident, or group of residents, shall be responsible for all costs associated with the installation or removal of a speed hump. This shall be the primary source of funding for requested projects.
 - (b) Once installed, the maintenance of the speed hump shall be the responsibility of the Public Works Department.
 - (c) The Commissioner of the District in which the speed hump is to be located or removed may fund the project from their District's secondary road paving account.

RESPONSIBLE DEPARTMENT

**Public Works Department
Engineering Department**

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

Department of Public Works associated with the petition for a speed hump(s) on

(street)

between

(street)

and

_____*(street)*. There are _____*(number of signatures)* valid signatures on the speed

hump petition which represent _____% *(number of signatures / number of properties)* properties within the

target project area. I certify that the signatures on the speed hump petition are valid; and that only one

signature per dwelling unit has been considered in the above percentage.

Signature

Date



BOARD WORKSHOP

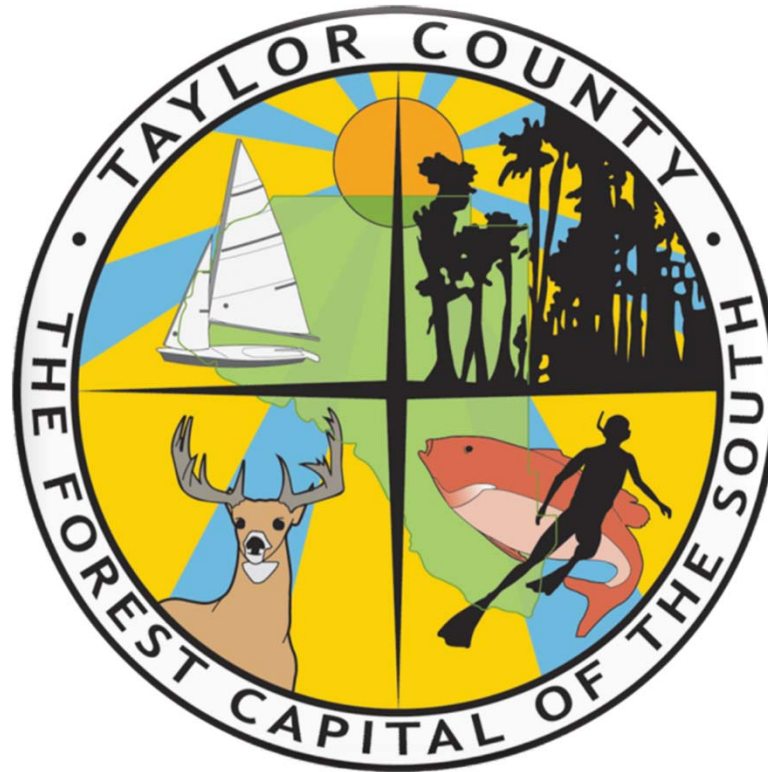
Agenda

INFORMATIONAL ITEMS:

MEETING ADJOURNED



BOARD WORKSHOP



SEPTEMBER 23, 2014
6:00 PM