

## SUGGESTED BOARD WORKSHOP AGENDA

### AMENDED

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA  
JULY 29, 2014 - 6:00 PM  
201 E. GREEN STREET  
TAYLOR COUNTY ADMINISTRATIVE COMPLEX

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

Prayer

Pledge of Allegiance

1. THE BOARD TO DISCUSS CANAL DREDGING AND MAINTENANCE.
2. THE BOARD TO REVIEW AND DISCUSS A PROPOSED INTERLOCAL AGREEMENT FOR THE ACQUISITION OF SURPLUS PROPERTY LOCATED NEAR THE HAMPTON SPRINGS PARK AREA FROM THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT.
3. THE BOARD TO DISCUSS SAFETY CONCERNS ON ASH STREET.
4. THE BOARD TO DISCUSS TOURNAMENTS.
5. THE BOARD TO DISCUSS MORE HAY FIELDS AT THE AIRPORT.
- 5A. THE BOARD TO DISCUSS THE LONG-TERM PARKING PERMIT APPLICATION IN THE BEACHES AREA.
6. THE BOARD TO DISCUSS RECOMMENDED AMENDMENTS TO ITS GOLF CART ORDINANCES.
7. THE BOARD TO DISCUSS COUNTY FACILITIES AND LONG-TERM GROWTH PLANNING.
8. THE BOARD TO DISCUSS POLICIES AND PROCEDURES.

9. THE BOARD TO DISCUSS FY 2015 BUDGET PRIORITIES AND PROJECTS.

INFORMATIONAL ITEMS:

MEETING ADJOURNED

[www.taylorcountygov.com](http://www.taylorcountygov.com)

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARGARET DUNN, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.



July 18, 2014

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

RE: Keaton Beach Canal Dredging; Updated Preliminary Engineering Report  
Jones Edmunds Opportunity No: 95153-354-13

Dear Mr. Hinkel:

Jones Edmunds & Associates, Inc., is pleased to submit this proposal to update our Preliminary Engineering Report (PER) of September 2002 for dredging canals in Keaton Beach. The updated PER will also include four additional dredging areas requested by the County. The following 5 areas will be investigated:

Keaton Beach (approximately 11,924 linear feet)

Dark Island (approximately 3,900 linear feet)

Cedar Island (approximately 11,530 linear feet)

Dekle Beach (approximately 2,482 linear feet)

Steinhatchee Area (approximately 1 acre)

We understand that Taylor County will be receiving funding from the Resources and Ecosystems Sustainability Tourism Opportunities and Revived Economy of the Gulf Coast Act of 2011 (RESTORE Act) to implement the dredging defined in the 2002 PER.

As the 2002 PER indicates, Keaton Beach canals were last dredged in 1993. At the time of the 2002 PER, boat accessibility to these canals was becoming restricted due to the buildup of sediment and the existence of two large limestone formations in the main canal. We understand that accessibility has become even more restricted and RESTORE Act funding is being made available to remedy the situation.

The following Scope of Services outlines the efforts needed to obtain current survey information, update other data and assumptions defined in the PER, and provide new construction cost estimates for the proposed work.

## **SCOPE OF SERVICES**

### **Task 1 – Project Kickoff Meeting**

Jones Edmunds will coordinate a Project Kick-off meeting with Taylor County. The purpose of the meeting will be to:

- Introduce the Jones Edmunds project team,
- Discuss key issue on the project, and to
- Review the project schedule.

### **Task 2 – Surveying**

Jones Edmunds will use the services of Geomatics Corporation to obtain survey information of the canal bottom as indicated in Exhibit A. A boat-mounted sonar device coupled with an RTK-grade GPS unit linked to an electronic data collector will obtain elevations of the canal bottom surfaces in a linear manner. In general, the linear data collection operations will consist of motoring down one side of a canal as close to docks and moored boats as safely possible, traversing back up the canal in a zigzag or s-shaped path, and then motoring down the other side of a canal, again as close to docks and moored boats as safely possible. Data will be collected at a near-continuous rate during these operations. The data collector will merge sonar data with the GPS data to provide three-dimensional coordinates over the canal bottoms.

### **Task 3 – Spoil Quantity Estimate**

The survey data of the canal bottoms will be superimposed over aerial imagery to create a composite base map that represents the horizontal canal limits and canal bottom elevations. As in the 2002 PER, a proposed box-cut cross section will be used in conjunction with the base mapping to determine the spoil quantities expected to be generated. The proposed cross section will also use the same wall setbacks and two depth options as in the 2002 PER.

### **Task 4 – Disposal Site Evaluations**

The 2002 PER defined seven potential spoil disposal sites. Some of these sites may no longer be available. Jones Edmunds will review these sites to determine if they are still suitable to receive spoils using the same criteria as in the 2002 PER. This will include reviewing readily available aerial imagery and property appraisal information and visiting the sites to visually confirm site information. Jones Edmunds will not contact property owners (this could inadvertently cause land acquisition costs to increase.) We will also look at new disposal sites that might be viable for consideration. If so, similar investigations will be performed for up to two new sites.

### **Task 5 – Permitting Requirements**

Jones Edmunds will review applicable regulations published by the Suwannee River Water Management District, the Florida Department of Environmental Protection, and the US Army Corps of Engineers to determine how the regulations and permit requirements might affect the dredging operations and related costs.

### **Task 6 – Funding Source Evaluation**

Since RESTORE Act funds are expected to be available for this project, no investigations or evaluations regarding funding will be performed or included in the Updated PER.

### **Task 7 – Preliminary Estimated Costs**

Jones Edmunds will update the preliminary estimated costs in the 2002 PER based on our understanding of current construction costs of similar work.

### **Task 8 – Updated Preliminary Engineering Report**

Jones Edmunds will update the 2002 PER to reflect the new information obtained. The Updated PER will include exhibits and figures that depict the new survey information merged with aerial imagery. This may include canal bottom spot elevations and typical canal cross sections as appropriate to effectively show the work reflected in the preliminary estimated costs.

## **DELIVERABLES**

Jones Edmunds will provide the following deliverables:

1. A list of potential suitable spoil disposal sites for review and approval by the County before updating the PER.
2. Three copies of a draft Updated PER for review and approval by the County.
3. Three copies of the final Updated PER.

## **FEE**

Jones Edmunds will provide these services for the lump-sum fee of \$35,000. Invoices will be monthly and based on our estimate of progress made for the billing period.

## **ATTACHMENTS**

Exhibit A - Canal Dredging Focus Areas

### **EXCLUSIONS AND CLARIFICATIONS**

1. Preparing construction documents is not part of these services but can be provided upon mutual agreement.
2. No permits will be obtained
3. Activities related to Zoning, Comprehensive Plan, Fire Marshal, and Building Permitting approvals through the County are excluded.
4. Wetlands, environmental, animal species and habitat, hazardous materials, archaeological, or historical investigations are excluded.
5. The project site is assumed to be free of soil and groundwater contamination.

We look forward to the opportunity to assist Taylor County in its efforts to help the local economy through the RESTORE Act program. Please do not hesitate to contact me if you need any additional information at (352) 377-5821 or [wnickel@jonesedmunds.com](mailto:wnickel@jonesedmunds.com).

Sincerely,



Walter A. Nickel, PE  
Vice President

Attachment: Exhibit A – Canal Dredging Focus Areas

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WJ

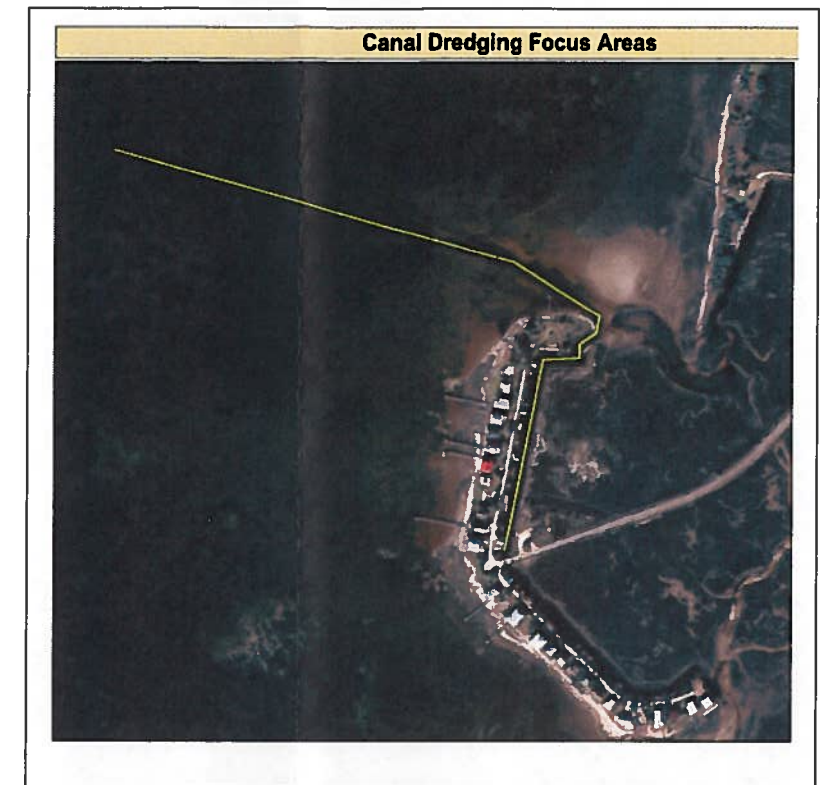


**Exhibit A**  
**Taylor County Canal Dredging Focus Areas**

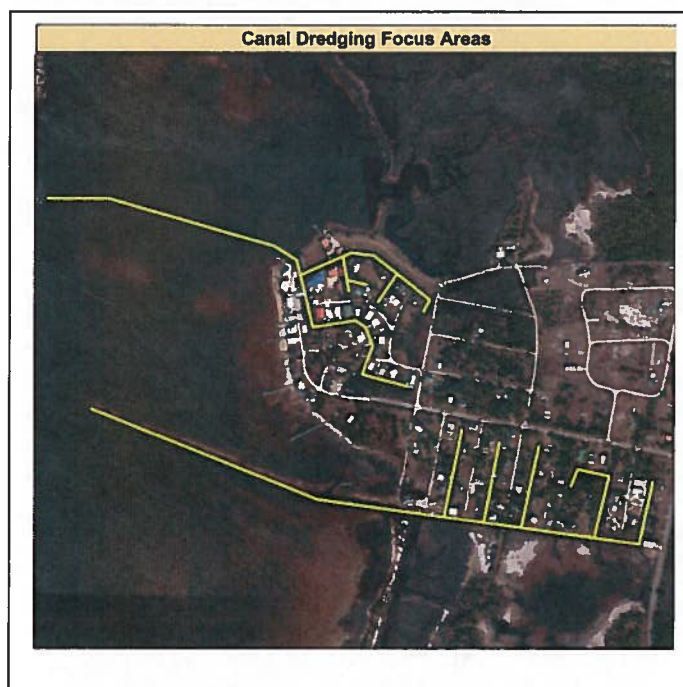
Prepared by Jones Edmunds & Associates, July 17, 2014



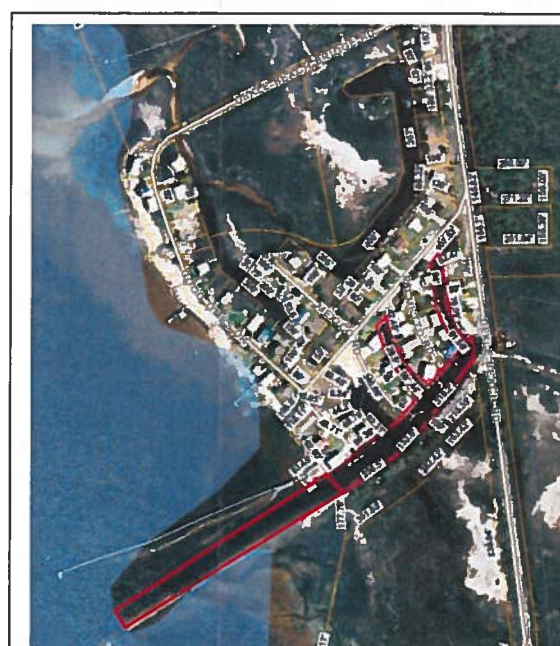
**Keaton Beach – (approximately 11,924 LF)**



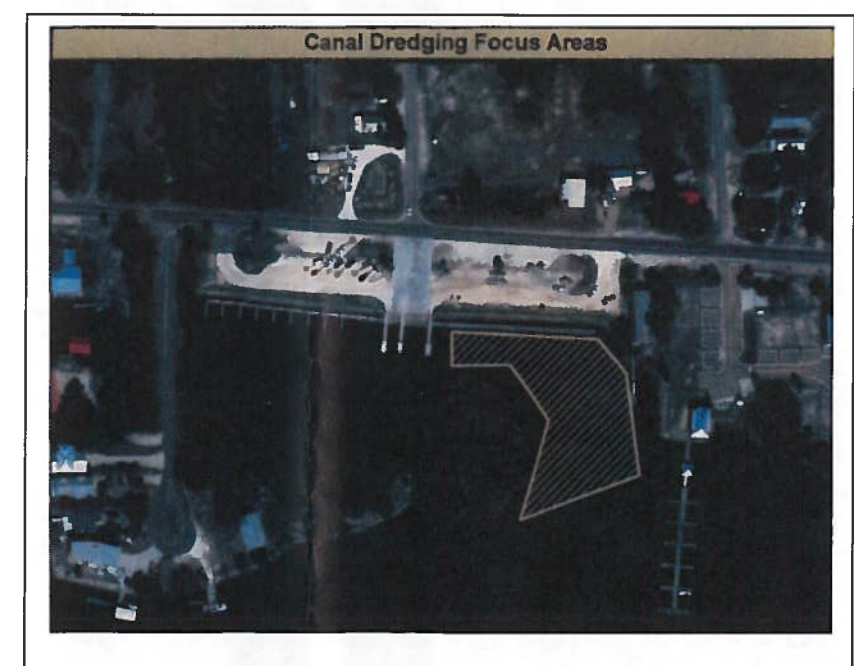
**Dark Island (approximately 3,900 LF)**



**Cedar Island (approximately 11,530 LF)**



**Dekle Beach (approximately 2,482 LF)**



**Steinhatchee (approximately 1 acre)**

*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

July 23, 2014

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

VIA E-MAIL AND REGULAR MAIL

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

Re: Interlocal Agreement with Suwannee River Water Management District

Dear Dustin:

Pursuant to your request I have reviewed the above mentioned Interlocal Agreement.

1. Of course it would be entered into in 2014 instead of 2013.
2. Paragraph 3 provides pursuant to Chapter 373.099 that SRWMD would not warrant title. Also they would not be responsible for the accuracy of the description. I think the Board would want a good legal description, i.e., a survey.
3. I would not recommend that property being located in Taylor County, that the County agree that venue would be in Suwannee County, Florida.
4. I don't think the County would want to waive a jury trial.

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

Cc: Hon. Annie Mae Murphy



## **SRWMD SURPLUS PARCEL ASSESSMENT**

TRACT: Perry Sprayfield

COUNTY: Taylor

ACREAGE: 248 acres ±

TRACT DESCRIPTION: The Perry Sprayfield parcel contains slash pine planted in 1998 and 2006 and some wetland hardwoods.

PARENT TRACT: 530 acres were purchased from Foley Timber and Land Company in September 2001. 282 acres have been conveyed to the City of Perry for wastewater treatment purposes. This proposal represents 100% of the remaining parent tract.

ACCESS: The property has frontage along CR 356.

CURRENT ZONING: Conservation, 1 residence/40 acres

INTERESTS TO BE RETAINED: The tract is recommended to be sold with a conservation easement in place. An alternative may be to convey the property to Taylor County for recreational purposes.

ESTIMATED TRANSACTION COSTS: Based on an estimate of \$1,800/acre for underlying fee simple value, approximate costs of the transaction including but not limited to documentary stamps, title insurance, survey, and brokerage fees are \$36,947.80. This does not include any fees that may be charged for zoning changes, if requested.

### **RESOURCE REVIEW**

(a) Water Resources:

Recharge: 0% (0 acres)

Springs Protection: 0% (0 acres)

Surface Water Protection: 7% (18 acres)

100-year Floodplain: 91% (226 acres)

(b) Management Efficiency:

The proposal is to completely divest the District from ownership and management of the entire tract. The District owns no other adjacent properties. The City of Perry and Foley Timber and Land Company retain easements on the property to gain access to their respective properties.

(c) Public Use:

There is no public use on this proposed parcel.

(d) Archaeological, Historical:

7.8 acres have Florida Master Site File records, but they are not rated as significant using SRWMD protocol of National Historic Register eligible.

Ecological Records:

Protected Plants: No Records

Protected Animals: Swallow-tailed Kites flying  
Wood Stork flying

Exotic Plants: No Records

Natural Communities:	Mesic flatwoods	228 acres
	Dome swamp	6 acres
	Bottomland forest	6 acres
	Basin swamp	4 acres
	Wet flatwoods	3 acres
	Depression marsh	2 acres

(e) Linkage:

This area is not in any proposed acquisition plan.

(f) Adverse Impact to Future Management:

There will be no SRWMD management interests.

(g) Marketability:

The property is presumed to be marketable on the open real estate market.

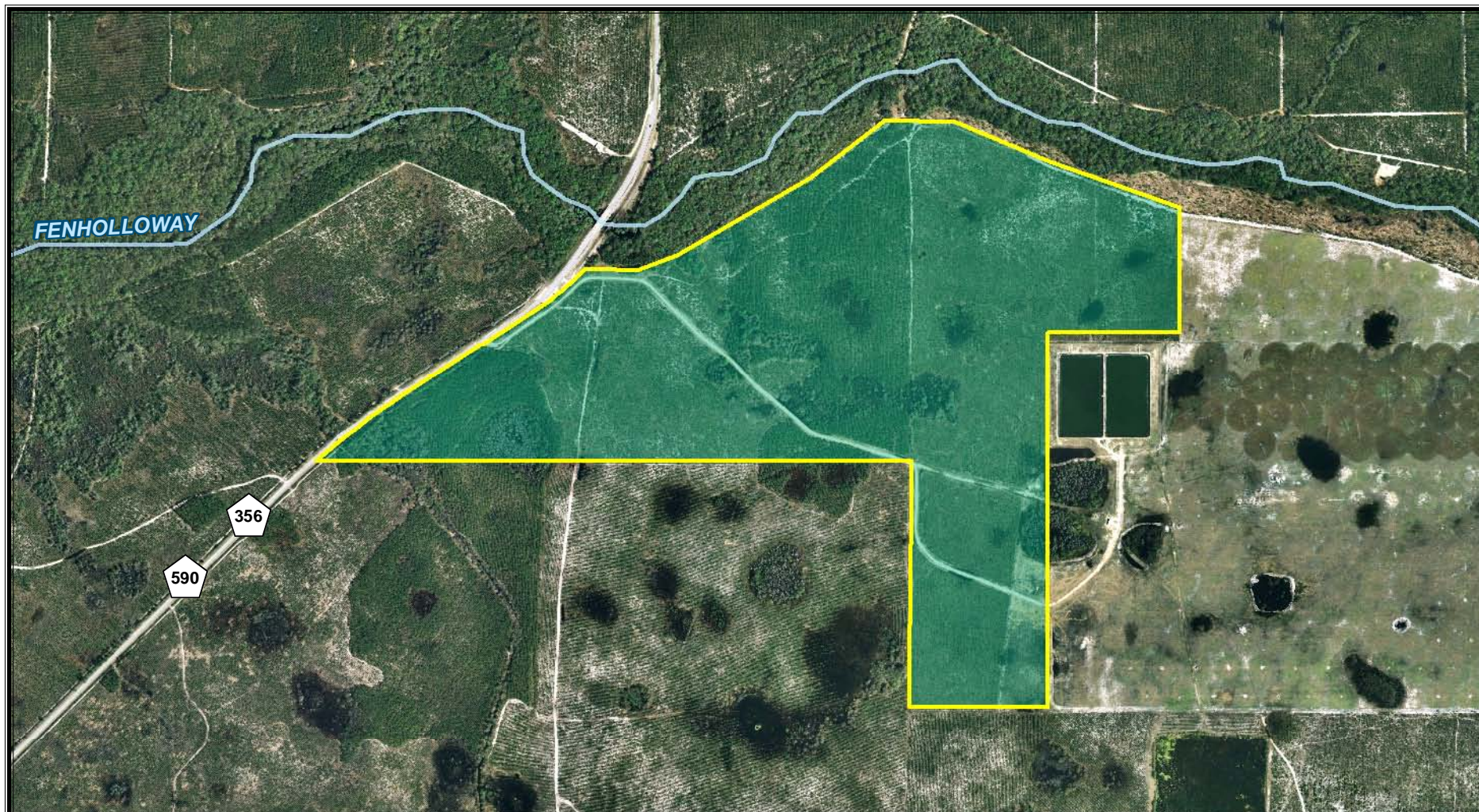
(h) Other Public Land Managers:

Public managers will be notified if the Committee approves the parcel for second hearing.

(i) Preservation 2000:

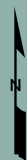
Water Management Lands Trust Funds were expended in this acquisition.

**ANALYSIS:** The 248 acres of the Perry Sprayfield parcel is recommended for surplus while retaining a conservation easement to protect the floodplain.



Land For Review = 248 Acres (+/-)

0 0.25  
Miles



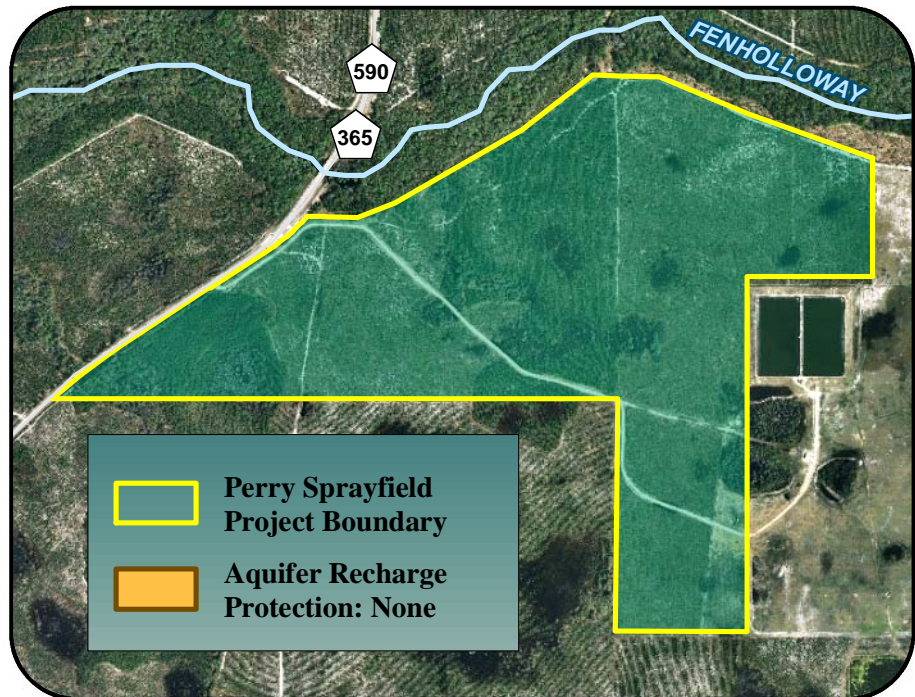
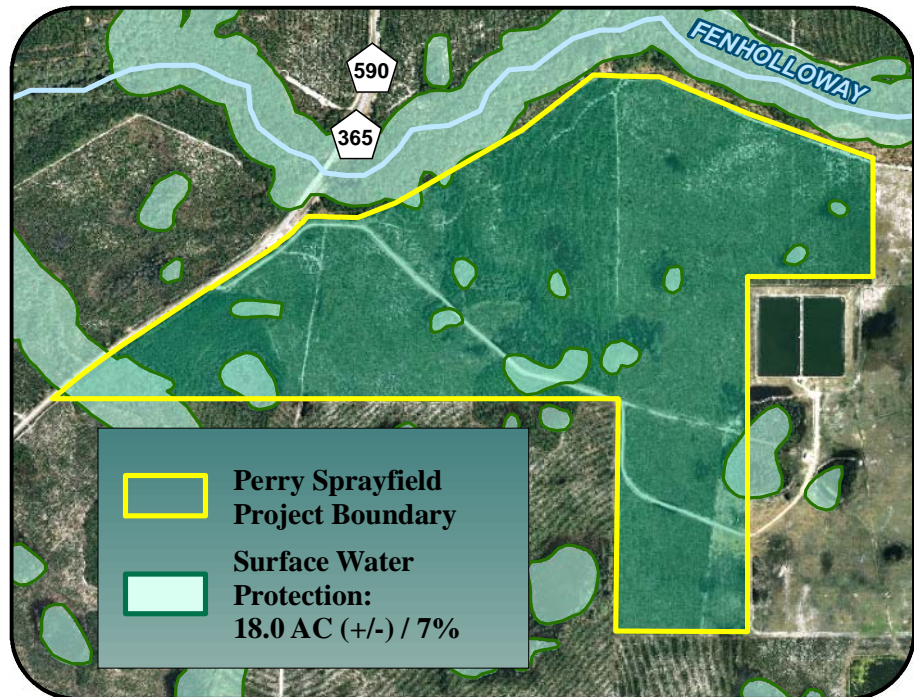
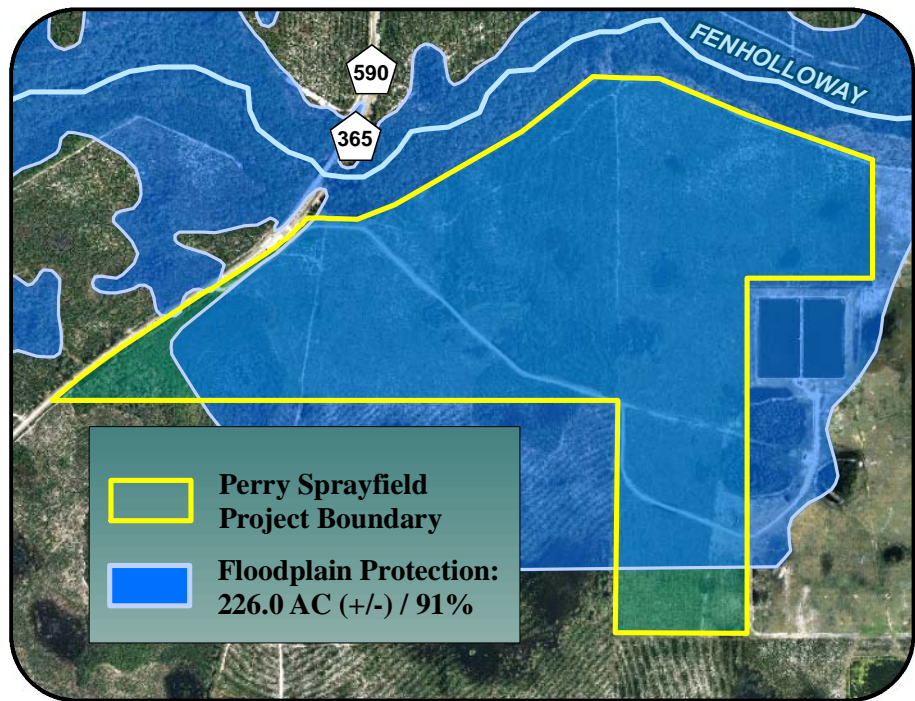
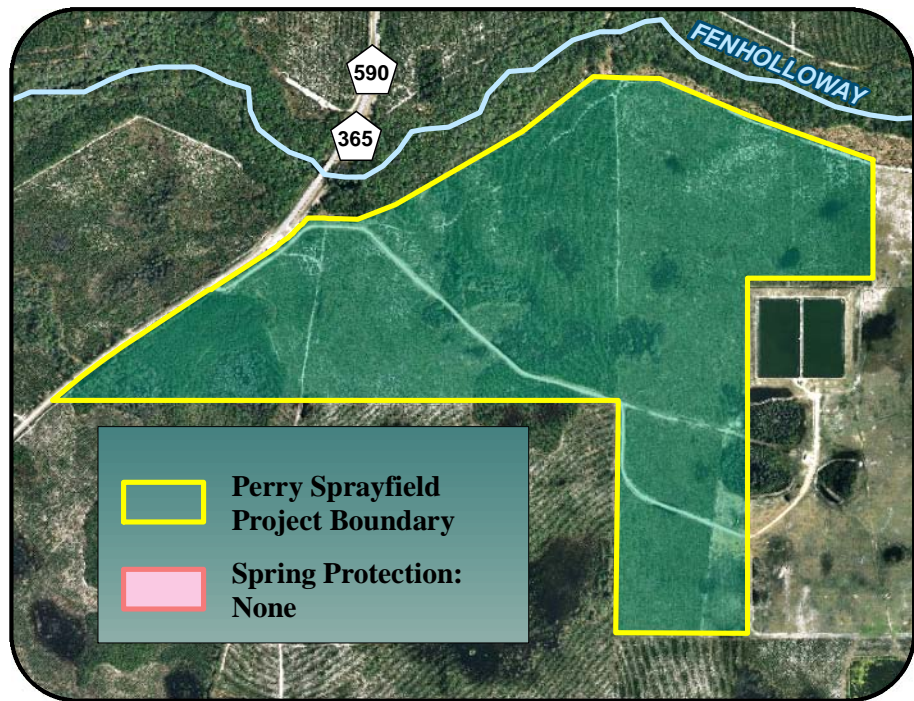
## Perry Sprayfield Taylor County, FL



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (LA&M), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of LA&M at 1-386-362-1001. Taylor 2010 NC 1FT Imagery.

Date: 04/18/2011





INTERLOCAL AGREEMENT  
BETWEEN  
SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
AND  
TAYLOR COUNTY, FLORIDA

This Interlocal Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Suwannee River Water Management District, a Florida water management district created and operating under Ch. 373, Florida Statutes, (hereinafter called the "DISTRICT"), and Taylor County, a political subdivision of the State of Florida (hereinafter called the "COUNTY"), (all of the foregoing may be collectively called the "PARTIES"), and pursuant to Section 163.01, Florida Statutes, and the PARTIES agree as follows:

WITNESSETH:

WHEREAS, the DISTRICT is a Florida water management district created and operating under Ch. 373, Florida Statutes; and,

WHEREAS, the COUNTY is a political subdivision of the State of Florida and a charter county as that term is used in Article VIII, Section 1(f), Florida Constitution; and,

WHEREAS, the COUNTY is given its home rule powers by the Florida Constitution, Section 125.01, Florida Statutes, and other provisions of Florida Law and such powers include the protection of water quality within its boundaries; and,

WHEREAS, the DISTRICT owns certain real property which lies within the boundaries of the COUNTY more particularly described on the attached Exhibit "A" (hereinafter called the "PROPERTY"); and,

WHEREAS, the COUNTY wishes to acquire the PROPERTY from the DISTRICT and is willing and able to pay for such acquisition; and,

WHEREAS, the COUNTY presently receives its yearly payment in lieu of taxes and is willing to pay such funds to the DISTRICT for a limited amount of time in order to receive the PROPERTY; and,

WHEREAS, the PARTIES have reached an agreement between them as to the matters set out above and wish to formalize such agreement by committing such agreement to writing and thereby create a legally enforceable obligation for both PARTIES.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the PARTIES hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.



2. The following terms shall have the following meanings herein unless a contrary intention is clearly expressed:
  - 2.1 *AGREEMENT* shall mean this interlocal agreement.
  - 2.2 *COUNTY* shall mean Taylor County, a political subdivision of the State of Florida.
  - 2.3 *DISTRICT* shall mean the Suwannee River Water Management District, a Florida water management district created and operating under Ch. 373, Florida Statutes.
  - 2.4 *EFFECTIVE DATE* shall mean the date this AGREEMENT (after being fully executed) is filed with the clerk of the circuit court for Taylor County pursuant to Section 163.01(11), Florida Statutes.
  - 2.5 *PARTIES* shall mean the DISTRICT and the COUNTY.
  - 2.6 *PAYMENTS IN LIEU* shall mean the payments in lieu of taxes as contemplated in Sections 373.59 and 373.5905, Florida Statutes (2014), as they may be amended from time to time.
  - 2.7 *PROPERTY* shall mean the real property located within the boundaries of the COUNTY which is more particularly described on the attached Exhibit "A".
3. CONVEYANCE OF THE PROPERTY TO THE COUNTY. The DISTRICT shall convey the PROPERTY to the COUNTY. As provided in Section 373.099, Florida Statutes, the deed of conveyance shall not give any warranties of title and shall be executed by the chair and secretary of the DISTRICT's governing board. The DISTRICT shall not be responsible for the accuracy of the legal description used in such deed. The deed shall show that the DISTRICT chooses not to reserve any interest in the PROPERTY's minerals by the operation of Section 270.11, Florida Statutes. The COUNTY shall record the deed of conveyance paying all fees and costs associated therewith.
4. COMPENSATION TO THE DISTRICT: In exchange for the PROPERTY, the COUNTY agrees that the DISTRICT may retain all PAYMENTS IN LIEU the COUNTY would otherwise receive for the time period beginning on the EFFECTIVE DATE and running until the end of the COUNTY's fiscal year in which the tenth (10<sup>th</sup>) anniversary of the EFFECTIVE DATE falls. The COUNTY shall, upon demand, execute any and all documents reasonably requested by the DISTRICT to document the right of the DISTRICT to retain such PAYMENTS IN LIEU. The parties understand that the total amount to be received by the DISTRICT as provided herein may or may not be equal to the fair market value of the PROPERTY. Further, the parties understand that the Legislature may not provide funding for PAYMENTS IN LIEU during any or all of the above time frame.

5. GENERAL PROVISIONS.

- 5.1 No portion of this AGREEMENT may be amended, revoked, or abandoned except through the agreement of all PARTIES shown in a subsequent interlocal agreement executed by all PARTIES and filed as provided by law.
- 5.2 This AGREEMENT contains the entire agreement between the PARTIES and supercedes all prior contracts, agreements or understandings between the PARTIES. Each party represents and warrants to the other that no contract, agreement or representation on any matter exists between the PARTIES except as expressly set out herein.
- 5.3 The provisions of this AGREEMENT are for the sole and exclusive benefit of the PARTIES, and no provision of this AGREEMENT shall be deemed for the benefit of any other person or entity.
- 5.4 Neither party may assign any of its rights under this AGREEMENT voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner without the prior written consent of the other party.
- 5.5 Execution of this AGREEMENT in no way affects any of the PARTIES' obligations pursuant to Chapter 267, Florida Statutes concerning the collection of artifacts or the disturbance of the archaeological and historic sites.
- 5.6 This AGREEMENT shall not be construed to grant any permits or regulatory authority as to any uses or activity contemplated in this AGREEMENT.
- 5.7 Neither this AGREEMENT nor any notice thereof shall be recorded in the public records of any County.
- 5.8 Any and all notices, requests or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid as follows:

To the COUNTY: Taylor County, Florida  
c/o County Manager

\_\_\_\_\_  
\_\_\_\_\_, FL \_\_\_\_\_

To the DISTRICT: Suwannee River Water Management District  
c/o Executive Director  
9225 CR 49  
Live Oak, FL 32060

- 5.9 This AGREEMENT will be governed, construed and enforced in accordance with the laws of the State of Florida. The exclusive jurisdiction and venue for all legal actions arising out of, enforcing, construing and relating to this AGREEMENT shall be the Circuit Court or County Court in and for Suwannee County, Florida. The PARTIES forever waive the right to a trial by jury for all legal actions arising out of, enforcing, construing and relating to this AGREEMENT and agree to have any such actions decided by a judge alone without a jury.
- 5.10 Notwithstanding anything else herein to the contrary, nothing in the AGREEMENT is intended or is to be construed as a waiver of either party's sovereign immunity or an expansion of liability beyond the limits established as provided under Section 768.28, Florida Statutes, or as otherwise provided by law.

(The remainder of this page was intentionally left blank.)

EXECUTED by the DISTRICT on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GOVERNING BOARD OF THE  
SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Don Quincey, Jr.  
Its Chair

ATTEST:

By: \_\_\_\_\_  
Donald R. Curtis, III  
Secretary/Treasurer

Approved as to Form:

\_\_\_\_\_  
George T. Reeves  
Governing Board General Counsel

(The remainder of this page was intentionally left blank.)

EXECUTED by the COUNTY on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS OF  
TAYLOR COUNTY, FLORIDA

BY: \_\_\_\_\_  
Its Chair

ATTEST: \_\_\_\_\_

Clerk

Approved as to Form:

\_\_\_\_\_

County Attorney

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# **Taylor County**

## **Board of County Commissioners'**

### **Policy Manual**

<b>Policy #:</b>	<b>Title:</b>	<b>Effective Date:</b>
<b>1.04</b>	<b>Signature Authority of the County Administrator</b>	<b>00/00/00</b>

#### **PURPOSE**

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To provide guidance and instruction for the delegation of authority for the County Administrator to sign documents on behalf of the Board of County Commissioners.

#### **REFERENCE**

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Florida Statute Chapter 125.74

#### **POLICY**

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- (1) Under the Administrative form of government, the Board recognizes that the County Administrator is delegated the authority to ensure the proper administration of all affairs under the jurisdiction of the Board. From time to time, the County Administrator will be required to sign documents on behalf of or a as a representative of the Board. Pursuant to Florida Statute Chapter 125.74, the County Administrator is authorized to sign on behalf of the Board those documents that are administrative or ministerial in nature. Examples include:

  - (a) Grant documents for grants approved by the Board.
  - (b) Contract documents, including contracts, task orders, and reports, for projects approved by the Board and procured pursuant to the Board's Purchasing Policy and Florida Statutes.
  - (c) Change orders for projects approved by the Board and there is no change in the project budget.
  - (d) Documentation required from state or federal agencies for projects or services approved by the Board.
- (2) Any document signed by the County Administrator pursuant to this policy shall be placed on the regular agenda for ratification by the Board as soon as practicable.
- (3) The above specific power is to be construed as administrative in nature, and in any exercise of governmental power the administrator shall only be performing the duty of advising the board of county commissioners in its role as the policy-setting governing body of the county.

**RESPONSIBLE DEPARTMENT**

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**Office of the County Administrator**

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