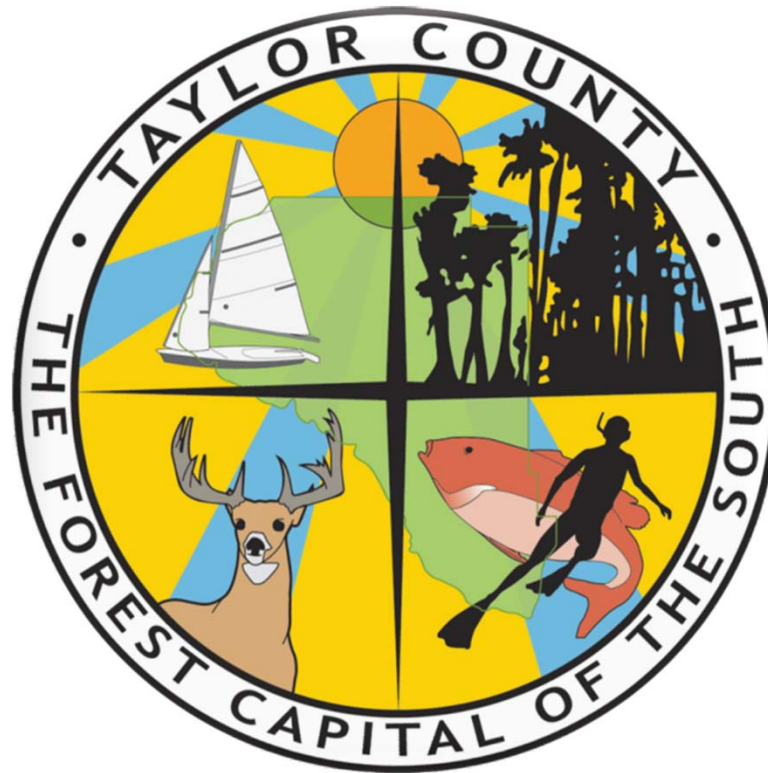




BOARD WORKSHOP



SEPTEMBER 29, 2015
6:00 PM



BOARD WORKSHOP

Prayer

Pledge of Allegiance



BOARD WORKSHOP

Agenda

1. THE BOARD TO DISCUSS THE SALE OF ALCOHOL AT FESTIVALS IN THE COUNTY, AS REQUESTED BY THE CHAMBER OF COMMERCE.

Introduced: November 11, 2014
Advertised: December 12, 2014
First Reading: November 11, 2014
Public Hearing: January 13, 2015
Passage: January 13, 2015
Effective Date: January 13, 2015
Pages: (4) Four

ORDINANCE NO. 942

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRY, TAYLOR COUNTY, FLORIDA; TO AMEND THE ALCOHOL ORDINANCE (CHAPTER 3, SECTION 3-5), TO PERMIT RESTAURANTS TO SERVE ALCOHOL UNDER LIMITED CIRCUMSTANCES DURING CERTAIN HOURS ON SUNDAY; TO PROVIDE FOR PERMITTING OF SPECIAL EVENTS; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, this Ordinance is also enacted under the City's police power authority to regulate alcohol sale, service, and consumption, to protect, and provide for, the public health, safety, and morals; and

WHEREAS, the City Council of the City of Perry presently governs alcohol sale, service, and consumption in Chapter 3, Ordinances of the City of Perry, Florida; and

WHEREAS, the City Council finds that it is in the best interest of the citizens and visitors of the City of Perry to amend its Alcohol Ordinance in order to entice certain businesses that rely on service of alcoholic beverages with meals to invest in and locate within the City of Perry; and

WHEREAS, the City Council of the City of Perry, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Perry.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRY
HEREBY ORDAINS THAT THE CODE OF ORDINANCES OF THE CITY OF PERRY
IS AMENDED AS FOLLOWS:**

CHAPTER 3:

SECTION I:

Chapter 3 shall be amended to read as follows:

(Strikethrough indicates deletion; Underline indicates added text)

Section 3-5. Time for sale, etc., of alcoholic beverages, etc.

(a) It shall be unlawful for any alcoholic beverages, intoxicating beverages, or liquors as such term is defined in Florida Statute sections 561.01(4)(a) and 561.01(2), to be sold, consumed and served or permitted to be served or consumed in any place holding a license under the state division of alcoholic beverages and tobacco between the hours of 1:00 a.m. and 7:00 a.m. the same day and 1:00 a.m. Sunday and 7:00 a.m. Monday.

(b) It shall be unlawful to sell alcoholic beverages, as such term is defined in Florida Statutes Section 561.01(4)(a), in any place holding a license, other than a 1APS or 2APS series issued by the state division of alcoholic beverages and tobacco, for consumption off premises between the hours of 1:00 a.m. Sunday and 7:00 a.m. Monday.

(c) It shall be unlawful for any person holding a license, other than a 1APS or 2APS series issued by the state division of alcoholic beverages and tobacco to allow one or more patrons to be in the place of business between the hours of 1:30 a.m. and 7:00 a.m. and between the hours of 1:30 a.m. Sunday and 7:00 a.m. Monday; ~~provided, however, this paragraph shall not apply to all duly licensed food service establishments as to the exclusion of its patrons but does apply to such food service establishment as to the hours of sale as outlined in paragraph (a) of this section.~~

(d) Sections (a) and (c) shall not apply to all duly licenses food service establishments that hold a valid SRX license issued by the State of Florida pursuant to Florida Statutes 561.20(2)(a)(4) (restaurant having 2,500 square feet of service area and equipped to serve 150 persons full course meals at tables at one time, and deriving at least 51 percent of its gross revenue from the sale of food and nonalcoholic beverages). Sections (a) and (c) shall also not apply to all duly licensed food service establishments that hold a valid alcohol license issued by the State of Florida pursuant to Florida Statutes limited to the consumption on premises of beer and/or wine only 561.20(2)(a)(4) and are a restaurant having a minimum of 2,500 square feet of

public service area and equipped to serve ~~150~~ 100 persons full course meals seated at tables at one time, and deriving at least 51 percent of its gross revenue from the sale of food and nonalcoholic beverages. It shall be unlawful for such establishments to sell or serve alcoholic beverages, intoxicating beverages, or liquors as such term is defined in Florida Statute sections 561.01(4)(a) and 561.01(2), between the hours of 1:00 a.m. and 7:00 a.m. the same day.

(e) Serving alcohol may be permitted at city facilities and in certain public places for special events with the approval of the city manager or his/her designee through the special event permitting process (to be developed and amended from time to time by the City Council), through a facilities use or rental agreement or a franchise agreement. Proof of an appropriate liquor license or permit and insurance for the event shall be required. For smaller events which are not catered, the requirement for a liquor license or permit may be waived, however, appropriate insurance, including liquor liability insurance, will be required for all events where alcohol is served. All of the requirements shall be met if alcohol is intended to be served or sold. Approval by the city manager is subject to compliance with all of the following requirements:

(1) An appropriate liquor license which covers the serving of alcohol at the event unless waived as referenced in subsection (e) above; and

(2) Insurance for the event, including liquor liability coverage, showing the city as additional insured, and in the minimum amount of \$1,000,000 in coverage; and

(3) No alcohol may be served in glass containers, cans or bottles; and

(4) Other restrictions, such as off duty police officers and fire rescue on site, may be required in conjunction with the issuance of a special events permit for the event; and

(5) All city-owned buildings leased to private individuals or entities for terms in excess of 15 years, are hereby exempted from this section, however, the tenants of said buildings will be required to obtain such permits as are otherwise necessary, follow the requirements contained in this section, and shall be required to give written notice to the city manager 30 days in advance of any event.

(6) Possession of an open container containing an alcoholic beverage by any person in any city owned facility or public place prohibited by this section shall be prima facie evidence of a violation of this section.

(f) Special Events as referenced in subsection (e) above are defined as civic, commercial, co-sponsored or private events, and include but are not limited to uses or activities such as art shows, festivals, weddings, reunions, concerts, parades, fairs and air shows if held on public property.

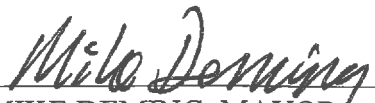
SECTION II:

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

SECTION III:

This Amendment shall be effective immediately upon its adoption by the City Council of the City of Perry.

BE IT SO ORDAINED by the City Council of the City of Perry, Florida, in a regular meeting assembled on the 13th day of January, 2015.



MIKE DEMING, MAYOR

ATTEST:



CLERK OF THE CITY COUNCIL

CITY OF PERRY, FL APPLICATION CLASS “B” SPECIAL ALCOHOL LICENSE

For limited access alcohol service such as fundraising dinner, auction, or similar relatively small attendance event
Attached additional pages as/if necessary to fully answer all questions

Following necessary to process permit application: Copy of non-profit organization status from a govt. entity; completed Authorization to Represent Form; copy of driver’s license; State FL special event alcohol license; signed agreement for minimum of two portable restrooms (unless in bldg. w/ restrooms); liability/property damage insurance policy or binder w/ minimum \$1,000,000 per occurrence limit naming City as additional insured; site plan per instructions, fire inspector person capacity document, non-refundable permit fee of \$50.00. or fee is \$200 if event is at Rosehead Park or Loughridge Park and within 500 feet of playgrounds; the \$200 fee also includes exclusive private reservation/use of pavilions and children recreation areas during event.

Name of Non-Profit Entity requesting permit: _____

Responsible party & office held signing for entity: _____

Landline and Cell phone numbers for contact: _____

Address of Non-Profit Entity (no PO Boxes) _____

Date(s) & times requested for permit: _____

Location requested for permit: _____

Event permit requested in conjunction with: _____

Supplier(s) & contact info for alcohol: _____

Describe how alcohol will be served (not allowed in glass): _____

Number of seats for event _____ Number of people allowed for event (can’t exceed seats number) _____

Describe how attendance will be limited (advance tickets, etc.) _____

List all officers and board members with birth dates of the non-profit entity requesting permit:

_____	_____
_____	_____
_____	_____

City staff will be happy to assist or answer any questions about this form or process

All statements and information given in this application are true and accurate to the best of my knowledge. I, hereby, authorize the City of Perry, Florida Police to conduct background investigations as necessary on all information, individuals, and entities listed on this application. I am authorized by all individuals and entities listed on this form to grant background checks authorization for them. The information requested on and in association with this application is the minimum necessary to process the application. I understand that during processing, it may become necessary for the City to request and receive additional information in order to continue/finalize a permit application. If a permit is granted, it is based that all information on this form is correct and that all applicable laws, ordinances, rules, are followed. A permit may be revoked/suspended during an event if violation(s) of any laws, ordinances, rules, etc. are breached.

Date: _____

Signature: _____

Sworn and subscribed before me this ____ day of _____, 201__.

Notary: _____

My Commission expires: _____

Approval Recommended: _____ Approved ____ Rejected by: _____ City Manager

Chief of Police: _____ Approved Rejected _____

CLASS "B"
Limited Access Alcohol Sales

Sales/permits must be for a limited access event held within a building or other structure (including a pavilion &/or tent).

Sales/consuming area must be a minimum of 500 feet (direct line) from a park playground or a church which was in existence prior to January 1, 2015 (Special park reservation fee available below which exempts playground restriction).

No alcohol sales/service/consumption prior to 1 p.m. Sunday or between the hours of 6-8 pm on Wednesday and Sunday.

Limited access means an event for which an admission/fee must be paid for in advance of the event. Also total attendance at the event limited to fire code people capacity allowed in the structure at one time.

Examples of type of event would be a sit down meal, auction event, etc.

Alcohol sales and consumption must occur within the boundaries of the structure. **No one under age of 21 allowed within boundaries of structure.**

Entrances/exits must be staffed by permit holder personnel and no alcohol may enter/leave consumption area

Only registered non-profit and/or government organizations may receive a Class "B" license. Class "B" licenses will not be issued at property that otherwise holds a license to sell alcoholic beverages. Rosehead and Loughridge Parks are only City parks eligible for a Class "B" license.

Permit holder must hold State temporary alcohol license for event

Permit holder must have a least 2 comfort facilities (restrooms) at the consuming area

Permit holder must provide liability insurance in a minimum of \$1,000,000 that also names City as an additional insured

Permit fee of \$50 per event. **Waiver of park playground location setback fee which includes reservation of play areas permit fee is \$200.** Location must be served by City or City franchised waste removal operations

Permit holder must provide own electrical generation, lighting, etc. for structure (if necessary)

Permit holder responsible for knowing and abiding by all Federal, State, and local laws, especially those relating to alcohol sales/consumption relevant to their event.

Permit holder to submit a drawing (site plan) with their application showing location/size/required services locations/entrances & exits/setbacks that comply with policy requirements. Adequate parking within a reasonable distance for allowed attendance amount must also be indicated on the drawing.

I have received and understand these requirements

Printed Name

Date



224 South Jefferson Street, Perry, FL. 32347-3235

850-584-7161

NOTICE OF AUTHORIZATION

I _____, President or Chairperson of non-profit entity named _____ hereby authorize _____ to act as representative (agent) in the Application for a **Special Event Alcohol Permit** filed with the City of Perry.

Date: _____

Signature of President/Chairperson

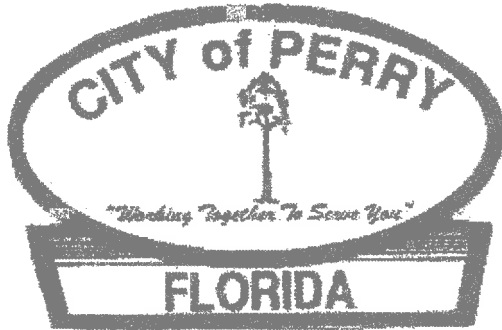
State of Florida, County of _____

The foregoing instrument was acknowledged before me by _____

Who is personally known to me or who has produced _____
as identification and who did not take an oath.

WITNESS my hand and official seal this _____ day of _____,
A.D. 20 _____.

My Commission Expires: _____



224 South Jefferson Street, Perry, FL. 32347-3235

850-584-7161

Affidavit for Special Event Alcohol Permit

Under penalties of perjury, I declare that I have read the foregoing [document] and that the facts stated in it are true and correct and I know that a person who knowingly makes a false declaration under Florida Statutes is guilty of the crime of perjury by false written declaration, a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

I understand and agree that it is my responsibility to comply with all city, state, and federal laws, regulations and ordinances concerning any activity authorized by the permit(s) or licenses requested in the applications(s) to which this affidavit appertains and concerning any land or place where such activities may be conducted.

I further understand and agree that the City of Perry, by issuing the permit(s) or license(s) for which I am applying, does not waive, release, condone or approve of any violation of city, state, or federal laws, regulations or ordinances and that any permit and/or license will be void in the event that it is issued in violation thereof.

I further understand that if any permit and/or license for which I am applying is issued, the City of Perry or any other appropriate entity may or will institute legal proceedings against me if I violate any city, state, or federal law, regulation, or ordinance.

To the extent that this affidavit is made on behalf of a corporation, partnership, joint venture, limited liability company, or for the benefit of any person other than myself, I certify that I have fully advised them of the content of this affidavit, that by authorizing and allowing me to act on their behalf that they are fully bound by all contents of this affidavit, that the contents of this affidavit will also be binding on all future owners, officers, partners, enrolled agents, stockholders, or any other person or persons acting in a similar capacity of this enterprise requesting the permit and/or license. I am duly authorized to execute the same as the act and deed of the applicant, person or persons.

Signature of Affiant

Date

To certify which, witness my hand and seal of office this _____ Day of _____, 20____.

Notary Public in and for the State of Florida

CITY OF PERRY, FL APPLICATION CLASS “A” SPECIAL ALCOHOL LICENSE

For publicly accessible alcohol sales/consumption in setting similar to a “beer garden”
Only valid for Rosehead Park and Loughridge Park

Attached additional pages as/if necessary to fully answer all questions

Following necessary to process permit application: Copy of non-profit organization status from a govt. entity; completed Authorization to Represent Form; copy of driver’s license; State FL special event alcohol license; signed agreement for off-duty law enforcement officer for alcohol area; signed agreement for minimum of two portable restrooms (unless in bldg. w/ restrooms); liability/property damage insurance policy or binder w/ minimum \$1,000,000 per occurrence limit naming City as additional insured; site plan per instructions, fire inspector person capacity document, non-refundable permit fee of \$250.00.

Name of Non-Profit Entity requesting permit: _____

Responsible party & office held signing for entity: _____

Landline and Cell phone numbers for contact: _____

Address of Non-Profit Entity (no PO Boxes) _____

Date(s) & times requested for permit: _____

Park requested for permit: _____

Event permit requested in conjunction with: _____

Supplier(s) & contact info for alcohol: _____

Describe how alcohol will be served (not allowed in glass): _____

List all officers and board members with birth dates of the non-profit entity requesting permit:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City staff will be happy to assist or answer any questions about this form or process

All statements and information given in this application are true and accurate to the best of my knowledge. I, hereby, authorize the City of Perry, Florida Police to conduct background investigations as necessary on all information, individuals, and entities listed on this application. I am authorized by all individuals and entities listed on this form to grant background checks authorization for them. The information requested on and in association with this application is the minimum necessary to process the application. I understand that during processing, it may become necessary for the City to request and receive additional information in order to continue/finalize a permit application. If a permit is granted, it is based that all information on this form is correct and that all applicable laws, ordinances, rules, are followed. A permit may be revoked/suspended during an event if violation(s) of any laws, ordinances, rules, etc. are breached.

Date: _____

Signature: _____

Sworn and subscribed before me this ____ day of _____, 201__.

Notary: _____

My Commission expires: _____

Approval Recommended: _____ Approved _____ Rejected by: _____ City Manager

Chief of Police: _____ Approved _____ Rejected _____

CLASS "A"
Open Area Alcohol Sales - Special Alcohol Permit Criteria

Sales/permits must be in Rosehead Park or Loughridge Park only

Sales/consuming area must be a minimum of 500 feet (direct line) from a park playground or a church which was in existence prior to January 1, 2015. No alcohol sales/service/consumption prior to 1 p.m. Sunday or between the hours of 6-8 pm on Wednesday and Sunday. *(This excludes the Grand Pavilion and the Loughridge Pavilion & building from Class A license. Plenty of area remains in both parks that would otherwise meet 500' setback).*

Area to consume must be "enclosed" (fencing/tape/in building/etc.) in some way with limited entrances/exits. **No one under the age of 21 permitted within the alcohol area. Entrances must be posted with "No one under the age of 21 permitted" signage**

Entrances/exits must be staffed by permit holder personnel and no alcohol may enter/leave consumption area.

Consumption area not to exceed 10,000 (or other) sq/ft

Only registered non-profit and/or government organizations may receive a Class "A" license

Permit holder must hire at least one off-duty certified law enforcement officer whose only duty is to patrol consuming area. Not to be used for required entrance staffing.

Permit holder must hold State temporary alcohol license for event

Permit holder must have a least 2 comfort facilities (restrooms) at the consuming area

Permit holder must provide liability/property damage insurance in a minimum of \$1,000,000 per occurrence that also names City as an additional insured

Permit fee of \$250 per event. Fee includes 5 City waste receptacles and emptying of same at end of event by City.

Permit holder must provide own electrical generation, lighting, etc. for consumption area (if necessary)

Permit holder responsible for knowing and abiding by all Federal, State, and local laws, especially those relating to alcohol sales/consumption relevant to their event.

Permit holder to submit a drawing (site plan) with their application showing location/size/required services locations/entrances, exits/setbacks, & seating diagram that comply with policy requirements

Only 1 Class A permits may be issued per event. Permits applications will be evaluated in order they are received.

I have received and understand these requirements

Printed Name

Date



224 South Jefferson Street, Perry, FL. 32347-3235

850-584-7161

NOTICE OF AUTHORIZATION

I _____, President or Chair-
person of non-profit entity named _____ hereby
authorize _____ to act as representative (agent) in
the Application for a **Special Event Alcohol Permit** filed with the City of Perry.

Date: _____

Signature of President/Chairperson

State of Florida, County of _____

The foregoing instrument was acknowledged before me by _____
Who is personally known to me or who has produced _____
as identification and who did not take an oath.

WITNESS my hand and official seal this _____ day of _____,
A.D. 20 _____.

My Commission Expires: _____



224 South Jefferson Street, Perry, FL. 32347-3235

850-584-7161

Affidavit for Special Event Alcohol Permit

Under penalties of perjury, I declare that I have read the foregoing [document] and that the facts stated in it are true and correct and I know that a person who knowingly makes a false declaration under Florida Statutes is guilty of the crime of perjury by false written declaration, a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

I understand and agree that it is my responsibility to comply with all city, state, and federal laws, regulations and ordinances concerning any activity authorized by the permit(s) or licenses requested in the applications(s) to which this affidavit appertains and concerning any land or place where such activities may be conducted.

I further understand and agree that the City of Perry, by issuing the permit(s) or license(s) for which I am applying, does not waive, release, condone or approve of any violation of city, state, or federal laws, regulations or ordinances and that any permit and/or license will be void in the event that it is issued in violation thereof.

I further understand that if any permit and/or license for which I am applying is issued, the City of Perry or any other appropriate entity may or will institute legal proceedings against me if I violate any city, state, or federal law, regulation, or ordinance.

To the extent that this affidavit is made on behalf of a corporation, partnership, joint venture, limited liability company, or for the benefit of any person other than myself, I certify that I have fully advised them of the content of this affidavit, that by authorizing and allowing me to act on their behalf that they are fully bound by all contents of this affidavit, that the contents of this affidavit will also be binding on all future owners, officers, partners, enrolled agents, stockholders, or any other person or persons acting in a similar capacity of this enterprise requesting the permit and/or license. I am duly authorized to execute the same as the act and deed of the applicant, person or persons.

Signature of Affiant

Date

To certify which, witness my hand and seal of office this _____ Day of _____, 20____.

Notary Public in and for the State of Florida

Chapter 6 - ALCOHOLIC BEVERAGES^[1]

Footnotes:

--- (1) ---

Cross reference— *Businesses, ch. 18; consumption or possession of alcoholic beverages in parks, § 54-1.*

State Law reference— *Authority of board of county commissioners to establish and enforce regulations for sale of alcoholic beverages in unincorporated areas pursuant to general law, F.S. § 125.01(1)(o); alcoholic beverages, F.S. chs. 561—568; local alcoholic beverage ordinances generally, F.S. § 562.45.*

Sec. 6-1. - Distances from church or school.

- (a) No state license for the sale of alcoholic beverages for on-premises consumption shall be granted to any vendor whose place of business is or shall be within 2,500 feet of an established school, or within 300 feet of an established church, and it shall be unlawful for any person to engage in any such business within such area.
 - (b) American veterans organizations that are presently established in the unincorporated area of Taylor County, Florida that have what is commonly called a meeting hall that is within 2,500 feet of a school or 300 feet of a church may apply for a state license for the sale of alcoholic beverages for on-premises consumption and are exempt from the application of subsection (a) of this section.
- (Ord. No. 83-3, art. II, 10-4-1983; Ord. No. 2010-01, § 1, 1-4-2010)

Sec. 6-2. - Hours of sale.

- (a) It shall be unlawful for any alcoholic beverage as defined in F.S. § 561.01(4)(a) to be sold, consumed and served or permitted to be served or consumed in any place holding a license granted by the state division of alcoholic beverages and tobacco between the hours of 1:00 a.m. and 7:00 a.m. of each day.
 - (b) It shall be unlawful for any intoxicating beverage or liquor, as such terms are defined in F.S. § 561.01(5), other than beer and malt beverages, as defined in state law, to be sold, consumed and served or permitted to be served or consumed in any place holding a license granted by the state division of alcoholic beverages and tobacco between the hours of 1:00 a.m. Sunday and 7:00 a.m. Monday.
 - (c) It shall be unlawful for any person granted a license under the state division of alcoholic beverages and tobacco to allow one or more patrons to be in his place of business between the hours of 1:30 a.m. and 7:00 a.m. of each day and between the hours of 1:30 a.m. Sunday and 7:00 a.m. Monday; provided, however, this subsection shall not apply to duly licensed food service establishments as to the exclusion of their patrons but does apply to such food service establishments as to the hours of sale as set forth in subsection (a) of this section.
- (Ord. No. 83-3, art. 1, 10-4-1983)

State Law reference— Regulation of hours of sale, F.S. § 562.14.

Sec. 6-3. - Required closing hours.

It shall be unlawful for any person who is the owner, proprietor or keeper of any establishment, club or organization which permits the consumption of alcoholic beverages on or in the premises, to remain open for business or to allow one or more patrons to be in such business establishment between the hours of 1:00 a.m. and 7:00 a.m. each day or between the hours of 7:00 a.m. Sunday to 7:00 a.m. Monday.

This section shall apply to all establishments, clubs or organizations permitting consumption of alcoholic beverages on or in the premises, which do not hold or do not possess a license from the state division of alcoholic beverages and tobacco for the sale of such beverages.

(Ord. No. 83-3, art. V, 10-4-1983)

Sec. 6-4. - Sale or consumption in parking areas adjacent to establishments selling alcoholic beverages.

- (a) It shall be unlawful for any person to drink or consume any alcoholic beverages as defined in state law, within the unincorporated areas of the county and upon any public highways, roads, streets, alleys, parking areas and sidewalks of the unincorporated areas of the county or upon any areas available for use by the public for motor vehicle parking purposes where such adjoin or are adjacent to any establishment where alcoholic beverages are sold or dispensed.
- (b) It shall be unlawful for any person or for the officers, employees, servants or agents of any person holding a license to sell alcoholic beverages as defined in state law, to:
 - (1) Serve alcoholic beverages to any person upon any motor vehicle parking area which is adjacent to or adjoining any establishment within the unincorporated areas of the county licensed for the sale of any alcoholic beverages; or
 - (2) Knowingly permit the consumption of any alcoholic beverages by any person upon any motor vehicle parking area which is adjacent to or adjoining any establishment within the unincorporated areas of the county licensed for the sale of alcoholic beverages.

(Ord. No. 83-3, art. III, 10-4-1983)

State Law reference— Possession of alcoholic beverages in open containers on public roads, F.S. § 316.1936.

Sec. 6-5. - Minors.

- (a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Adult means any person who is allowed to purchase and consume alcoholic beverages by F.S. § 562.11.

Minor means any person who is prohibited from purchasing or consuming alcoholic beverages by F.S. § 562.11.

- (b) It shall be unlawful for any person who is the owner, proprietor or keeper of an establishment holding a license to sell alcoholic beverages granted pursuant to F.S. chs. 561—568, which allows on-premises consumption of alcoholic beverages, to allow any minor to enter or remain in such establishment, unless such minor is accompanied by an adult who is such minor's parent or legal guardian. This section shall apply to duly licensed food service establishments which also hold a license to sell alcoholic beverages, to the extent that it shall exclude entry by minors into any part of such food service establishment, such as a bar or lounge where the primary source of revenue is the sale of alcoholic beverages or where the primary activity conducted is the serving and consumption of alcoholic beverages.
- (c) It shall be unlawful for any person who is the owner, proprietor or keeper of any establishment which allows on-premises consumption of alcoholic beverages as they are defined in F.S. chs. 561—568 to allow any minor to enter or remain in such establishment, unless such minor is accompanied by an adult parent of such minor or such minor's adult legal guardian.

- (d) It shall be the duty of any person who is owner, proprietor or keeper of any establishment described in subsection (b) or (c) of this section to post conspicuously at the entrances to such establishment, a sign, in bold letters at least two inches high, stating:

"MINORS NOT ALLOWED ON OR IN THESE PREMISES UNLESS ACCOMPANIED BY ADULT PARENT OR ADULT LEGAL GUARDIAN."

- (e) It shall be unlawful for any person to misrepresent or misstate his age, or the age of any person, for the purpose of entering an establishment where entry into such establishment is prohibited by this section.
- (f) It shall be unlawful for any person to represent or state that he is the parent or legal guardian of any person when he is not the parent or legal guardian of such person, for the purpose of entering an establishment where entry into such establishment is prohibited by this section.

(Ord. No. 83-3, art. IV, 10-4-1983)

State Law reference— Alcohol and underage persons, F.S. § 562.11 et seq.



BOARD WORKSHOP

Agenda

2. THE BOARD TO DISCUSS ANIMAL CONTROL ENFORCEMENT.



BOARD WORKSHOP





BOARD WORKSHOP

Agenda

3. THE BOARD TO RECEIVE AN UPDATE REGARDING SOLID WASTE COLLECTION SERVICES AND REGULATION.

ARTICLE III. - COMMERCIAL SOLID WASTE COLLECTION, DISPOSAL AND ASSESSMENT
DIVISION 1. - GENERALLY

Sec. 62-141. - Short title.

This article shall be identified by and may be cited as the "Taylor County Universal Commercial Solid Waste Collection, Disposal and Assessment Ordinance."

(Ord. No. 2004-2, § 1, 5-3-2004)

Sec. 62-142. - Definitions.

For the purposes of this article, the definitions contained in this section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

Board shall mean the board of county commissioners of Taylor County, Florida.

Building shall mean any structure, whether temporary or permanent, built for the support, shelter or enclosure of persons, chattel or property of any kind. This term shall include tents, trailers, mobile homes or any vehicles serving in any way the function of a building.

Calendar year shall mean the 12 calendar months commencing January 1 and ending December 31.

Certificate card shall mean that card which shall be issued to a person that has complied with the requirements of section 62-163.

Clerk shall mean the clerk of the court, or her designee.

Collection ordinance shall mean Division 2 of this article.

Commercial collector shall mean those persons who are certified under the provision of section 62-163 or who are awarded a franchise contract to provided residential collection services.

Commercial container shall mean and include any detachable receptacle or roll off box for disposal of municipal solid waste designed or intended for mechanical pickup. See also section 62-164(a)(3).

Commercial property shall mean all improved property which is used for non-residential, commercial, governmental or industrial purposes, or a multifamily dwelling unit or single-family dwelling unit which has elected to be classified as commercial property for the purpose of this article.

County shall mean Taylor County, Florida.

County administrator shall mean the chief administrative officer of the county appointed by the board, or his designee.

Covered top shall mean a top that fully covers the entire area where solid waste could reasonably be transported in a vehicle. The top may be made either of solid materials or of a close woven cloth material. If a cloth material is used as a top the material must be large enough to lap over the sides of the vehicle a minimum of six inches on all sides and must be tied down on all sides with ties no further than 18 inches apart.

Curbside shall mean six feet from the driving surface of the roadway.

Customer shall mean the owner or occupant of commercial property.

Disposal charge shall mean the charge or rate established each year pursuant to the Aucilla Area Solid Waste Management Administration Amended and Restated Interlocal Agreement dated June 1, 1991 by and among Dixie County, Jefferson County, Madison County and Taylor County, as may be amended from time to time, for the disposal of categories of solid waste within Taylor County.

Fiscal year shall mean 12 calendar months commencing October 1 and ending September 30.

Franchise contract shall mean the franchise awarded by the board to a collector for commercial collection service within a service area pursuant to section 62-162.

Garbage container shall mean and include any steel, plastic or galvanized receptacle, which can be safely and securely closed. See also section 62-164(a)(3) for commercial containers.

Governmental property shall mean all property owned by any federal, state, county, municipal or local agencies, or any agency of such governmental unit, including school boards.

Improved property shall mean all commercial property containing a building that generates, or a capable of generating, solid waste.

Motel or hotel means a building, regardless of ownership, containing more than one dwelling unit designed for occupancy by a single family that contains some units customarily offered for rent on a daily basis.

Multifamily dwelling unit means a building, regardless of ownership, containing more than one dwelling unit designed for occupancy by a single family, which units are not customarily offered for rent for one day.

Municipal solid waste (herein identified as MSW) includes any solid waste, except for sludge, resulting from the operation of residential, commercial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. The term includes yard trash, but does not include solid waste from industrial, mining, or agricultural operations.

Occupant shall mean the person or persons owning improved property.

Owner shall mean the person or persons owning improved property.

Person shall mean any individual, partnership, firm, organization, corporation, association or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Property appraiser shall mean the property appraiser of Taylor County.

Real property assessment roll shall mean the assessment roll maintained by the property appraiser under law for the levy of ad valorem taxes.

Residential dwelling unit shall mean any residence, dwelling or structure intended for use as a dwelling unit by one or more human beings, whether or not actually inhabited. The term shall include, but not be limited to single family residences, guest houses, mobile homes (whether registered as vehicles or assessed as real property) and each unit of a duplex, triplex, quadraplex, condominium, time share and apartment buildings.

Residential property shall mean all improved property that is intended for use as single-family dwelling units, mobile homes or multifamily dwelling units, unless such multi-family dwelling unit has elected to be classified as commercial property for the purposes of this article.

Sanitary landfill shall mean publicly or privately operated sites, places or facilities which have been approved by the county for the disposal of yard trash or construction waste and any other facility which possesses a class III permit from the state which is built and maintained in accordance with any applicable county ordinances or other regulations.

Service area refers to a geographic area, as described and defined under subsection 62-162(c), served by a collector providing commercial collection services pursuant to a franchise contract within boundaries established by the board.

Solid waste shall mean both municipal solid waste (MSW) and exempt waste, as defined below:

- (1) Municipal solid waste means garbage and rubbish.
 - a. *Garbage* shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities.
 - b. *Rubbish* shall mean refuse, accumulation of paper, wood shavings (excelsior), rags, wooden or paper boxes or containers, sweepings and all other accumulations of a nature other than garbage which are usual to housekeeping and to the operation of stores, offices and other business places; also, any bottles, cans or other containers not containing garbage.
- (2) *Exempt waste* shall include, but not be limited to, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil, tires as well as hazardous waste, biohazardous, biological or biomedical waste, construction waste or sludge, as defined below:
 - a. *Hazardous waste* shall mean materials, or combinations of materials, which require special management techniques because of their acute or chronic effect on the air and water quality on fish, wildlife or other biota and on the health, safety and welfare of the public. These wastes include, but are not limited to, radioactive substances, toxic or caustic chemicals, biological wastes, flammable wastes, waste oil and explosives. These wastes also include any waste that is defined as a hazardous waste by the State of Florida Department of Environmental Protection in the State of Florida Administrative Code or, by any future legislative action or by federal, state or local law.

- b. *Biohazardous*, biological or biomedical waste shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms, including wastes resulting from the operation of medical clinics, hospitals and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves. These wastes also include any material set forth in Chapter 17-712, Florida Administrative Code, as amended from time-to-time.
- c. *Construction waste* shall mean nonhazardous materials generally considered not to be water soluble, or a combination of such materials, which consist of the remnants or debris from the construction, reconstruction, remodeling or demolition of any structure, and shall include, but not be limited to, steel, concrete, glass, roofing materials, asphalt, wood, tar, brick, cement and gypsum board.
- d. *Sludge* means any solid or semisolid or liquid generated from any water or wastewater treatment plant, air pollution control facility, septic tank, grease trap, portable toilet and related operations or any such waste having similar characteristics or effect.

Solid waste director shall mean the individual who supervises the solid waste operation under the supervision of the county administrator.

Specialty hauler means those persons who are certified under the provisions of section 62-143 and who provide the collection of exempt solid waste.

Tax collector shall mean the tax collector of Taylor County.

Unsanitary nuisance is the commission of any act or the giving of the permission for the commission of any act of keeping, maintaining, propagating or permitting the existence of any domestic or exempt solid waste by any person by which health or life may be threatened or impaired or by which directly or indirectly disease may be caused. The keeping of the following material on any real property shall be considered an unsanitary nuisance: untreated and improperly treated human waste, offal, dead animals or dangerous waste materials resulting from manufacturing processes or pollutant gases and nauseous odors which are harmful to health or to the human and animal life. The creation, maintenance or causing of any conditions capable of harboring, attracting or breeding flies, mosquitoes or other arthropods and rodents capable of physical harm and transmitting diseases directly or indirectly to humans shall also be considered an unsanitary nuisance. For the purposes of this ordinance, lawfully operating agricultural operations and those facilities issued and in compliance with a permit by the State Department of Environmental Protection shall not be deemed creating an unsanitary nuisance.

White goods shall mean discarded refrigerators, ranges, washers, dryers, water heaters, dishwashers and other similar domestic and commercial appliances.

Yard trash shall mean vegetative matter resulting from routine and periodic yard and landscaping maintenance that is no longer than four feet in length in its longest dimension and no more than five inches in diameter and weighs no more than 40 pounds per item.

(Ord. No. 2004-2, § 2, 5-3-2004)

Sec. 62-143. - Findings.

It is hereby ascertained, determined and declared that:

- (1) There is an inordinate amount of littering and illegal dumping on the public right-of-way and private lands of the county of MSW and exempt waste generated from both residential property and commercial property located within the county.
- (2) Such littering and illegal dumping constitutes a health hazard to the residents of the county and an invasion of the property rights of landowners.
- (3) Such littering and illegal dumping often results in the creation of an unsanitary nuisance.
- (4) A substantial number of occupants of improved property within the unincorporated areas of the county do not subscribe to any collection service for the collection of solid waste and other waste and discarded property generated on such property.
- (5) It is necessary to the health, welfare and safety of the residents of the county to provide for a comprehensive program of commercial solid waste collection and disposal.
- (6) Because of the number of commercial property customers and the administrative impossibility of monitoring each for their transport or disposal arrangements with a collector, it is necessary in the implementation of such a comprehensive program of solid waste collection and disposal for the promotion of the common health and welfare of the residents and businesses of the county that commercial collection service within the unincorporated areas be regulated through the issuance of franchise contracts for service areas in which commercial property is located.
- (7) It is further necessary in the implementation of such a comprehensive program of commercial solid waste collection and disposal to require all persons occupying improved commercial property in the unincorporated area of the county to have or cause to have their MSW and other waste and discarded property collected by a commercial collection service or under a uniform procedure or exemption for individual transport.
- (8) The City of Perry has implemented a program of residential and commercial solid waste collection within its boundaries.

(Ord. No. 2004-2, § 4, 5-3-2004)

Sec. 62-144. - Statement of intent.

- (a) It is the intent of the county to require owners and occupants of all commercial property within the unincorporated areas of the county to have MSW and exempt solid waste generated on such improved property collected and disposed of in a proper, sanitary and efficient manner; to require owners of all commercial property to cause the occupants of such property to utilize methods of solid waste collection and disposal implemented by this article; to eliminate illegal dumping; and to promote the health, safety and welfare of the citizens of the county.
- (b) It is hereby declared and determined by the county that the commercial collection service required pursuant to this article shall and does constitute a benefit to all commercial property equal to or in excess of the cost of providing such commercial collection service.
- (c) It is the intent of the county that collection of all solid waste shall be done only by those persons who satisfy the requirements contained herein and who are certified by the county, except for those persons who receive an exemption pursuant to section 62-170.
- (d) It is not the intent of the county to cover industrial operations with alternative solid waste management requirements approved by the Department of Environmental Protection pursuant to Rule 62-701.220(4) Fla. Admin. Code, or MSW generated ancillary to the same operation.

(Ord. No. 2004-2, § 4, 5-3-2004; Ord. No. 2005-12, § 1, 11-7-2005)

Sec. 62-145. - Severability.

The provisions of the article are severable and it is the legislative intention to confer upon the recipient the whole or any part of the powers hereby provided for. If any of the provisions of this article shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions of this article. It is hereby declared to be the legislative intent that this article would have been adopted had such an unconstitutional provision not been included therein.

(Ord. No. 2004-2, § 5, 5-3-2004)

Sec. 62-146. - Supplemental authority.

Except as expressly provided in this article, the article shall not be construed as repealing or superseding any other ordinance or law, and it is to be construed as alternative or supplemental authority for the exercise of the powers provided for herein.

(Ord. No. 2004-2, § 6, 5-3-2004)

Sec. 62-147. - Initial year.

This article requires universal collection and disposal of commercial MSW beginning October 1, 2004.

(Ord. No. 2004-2, § 7, 5-3-2004)

Secs. 62-148—62-160. - Reserved.

DIVISION 2. - COLLECTION AND DISPOSAL

Sec. 62-161. - Mandatory disposal of commercial municipal solid waste.

All commercial MSW, shall be disposed of exclusively at the Aucilla Regional Landfill unless delivered to a licensed recycling center or permitted C&D or yard waste landfill.

(Ord. No. 2004-2, § 21, 5-3-2004)

Sec. 62-162. - Description of service.

- (a) Any franchise contract shall be for an initial period of not greater than five years. Extensions or renewals of such franchise contracts may be granted for additional terms not to exceed five years or such term as determined by mutual consent. No franchise contract shall be terminated, except for cause defined therein.
- (b) No franchise contract may be granted to any collector until such collector is certified under the provisions of section 62-163, or can demonstrate to the satisfaction of the board, in its sole discretion, that franchisee can comply with the requirements of section 62-163 prior to commencing operations pursuant to the proposed franchise contract. In no event shall a collector be permitted to commence operation prior to receiving a certification card. The county shall, in awarding franchise contracts, consider, at a minimum, the past experience of the proposed collector in providing collection services in the county or in similar geographic or demographic areas, and the ability of the proposed collector to comply with the standards and requirements of commercial collection service established in this article.
- (c) All commercial property within the unincorporated area of the county shall be required to utilize commercial collection service provided by the collector for the service area in which the property is located, unless granted an exemption pursuant to section 62-170.

(Ord. No. 2004-2, § 22, 5-3-2004)

Sec. 62-163. - Regulation of collectors.

(a) *Certification card required; standards.* Unless operating under a franchise agreement with the county, it shall be unlawful for any person to provide commercial collection service in the unincorporated areas of the county without obtaining a certification card. Each collector shall be required to obtain a certification card and each vehicle of a collector that provides commercial collection service shall have prominently displayed on such vehicle a notification of the issuance of such card. The certification card shall be issued by the county administrator. The standards of obtaining a certificate card shall be as follows:

- (1) Any individual who desires to obtain a certification card from the county shall at least 18 years old. A partnership, corporation or other business entity must be in current good standing with the Florida Department of State, Division of Corporations.
- (2) The county may, at its discretion, perform personal or professional background checks, as appropriate.
- (3) The applicant shall provide evidence that he, at his own expense, has obtained all permits and licenses required by law or ordinance required to provide commercial collection service and shall maintain the same in full force and effect.
- (4) The applicant shall provide a list of vehicles by size and type, including the vehicle identification number, which will be used to provide the commercial collection service. The applicant shall notify the county of any changes in equipment within 14 days. The county shall have the right to inspect the vehicles at any time.
- (5) The applicant must sign a sworn affidavit that all MSW collected shall be disposed at the Aucilla Regional Landfill, except as otherwise permitted under section 62-161, and that the applicant will comply with all standards and provisions of this article.
- (6) All applicants for a certification card must demonstrate that such applicants are financially responsible. The applicant shall provide a sworn statement to the county that:
 - a. There are no unsatisfied judgments against the applicant resulting from the collection or disposal of any solid waste as defined in this article.
 - b. That there are no liens of record by the Internal Revenue Service or the state corporate tax division against any business or any organization applicant is qualifying.
- (7) Each applicant shall agree to indemnify the county from any loss that may result from the failure of the applicant to perform applicant's responsibilities under the terms of the franchise contract.
- (8) The applicant shall furnish proof that general liability insurance under which the limits of liability are not less than \$1,000,000.00 for each incident is maintained with an insurance company licensed to do business in the state. Each holder of a certification card shall furnish evidence of the above described insurance prior to having that holder's certificate card renewed each year.
- (9) Prior to the issuance of a certification card, every applicant shall show proof that the requirements of the worker's compensation law in the state have been met. Each holder of a certification card shall furnish evidence that the requirements of the worker's compensation law of the state have been complied with prior to having applicant's certification card renewed each year.
- (10) A performance bond in the amount of \$100,000.00, with a corporate surety approved by the owner, will be required for the faithful performance of the contract.

- (b) *Term of certification.* The term of the certification card shall be from October 1 to September 30 of the next calendar year. Prior to the expiration of the certification, the collector may renew the certification card by filing an affidavit with the county indicating continued compliance with the requirements of subsection (a) of this section.
- (c) *Additional requirements.* A certification card shall be conditioned upon the collector complying with the following additional requirements:
- (1) *Assignment of certification card.* The collector shall not assign the certification card to any person without the prior written approval of the county administrator. A transfer during the term of a franchise contract of more than 25 percent of the issued or outstanding stock of the collector or an corporation which holds more than 50 percent of issued and outstanding stock of the collector shall constitute and assignment for the purposes of this section. Likewise, during the term of a franchise contract, any transfer to the voting rights attendant to 25 percent or more of the issued or outstanding stock of the collector shall constitute an assignment for the purposes of this section. In the event of such assignment, the collector shall cause its assignee to execute an agreement of acceptance, subject to the approval of the county administrator, evidencing that such assignee accepts the assignment subject to all of the terms, conditions and limitations imposed by this section on the holder of a certification card, and which acceptance shall include an affirmative statement agreeing to such terms, conditions and limitations evidencing such assignee's intent to fulfill the obligations imposed upon the collector under this article.
 - (2) *Interlocking directorships.* No person shall serve on the board of directors or as an officer, or own any interest in two or more collectors providing commercial collection service within the county or any corporation which holds more than 50 percent of the issued and outstanding stock of any collector.
 - (3) *Certification of compliance.* Each collector shall annually certify in writing to the county administrator that the collector and its officers and stockholders have not violated any of the provisions of this subsection (c) and are in compliance with the remaining provisions of this section 62-163.
- (d) *Exempt and construction waste.* The applicant for a building permit who has elected to collect and dispose of construction waste pursuant to section 62-168 shall be exempt from the requirement of obtaining a certification card.
- (e) *Yard trash.* Persons who provide lawn care or lawn maintenance for residential or commercial property and transport all grass and yard trash from such property to a sanitary landfill or a permitted yard waste disposal facility shall be exempt from the provisions of this section.
- (f) *Uniform books and accounts.* The collector shall keep uniform books and accounts as indicated below and adhere to filing times as required. The collector shall submit to the board by May 15 of each year an audited financial statement, limited to the operations authorized by the franchise contract, on the accrual basis of accounting, of its operations during the preceding fiscal year which began October 1 and ended September 30, prepared by a certified public accountant licensed by the state. Extensions of the filing deadline may be granted by the board in it sole discretion. All books and records, accounts, statements, and reports shall be prepared and maintained in conformity to reasonable standards established by the board. Should no standards be adopted by the board, generally accepted accounting principles shall apply. Audited annual financial reports shall at a minimum include:
- (1)

Standard audit report statements, which include at a minimum: balance sheet and the related statements of income, retained earnings, cash flows for the fiscal year then ended.

The county shall have the right to audit the books and accounts of said franchise at any time during normal business hours upon giving reasonable notice to the collector as to the time and place of such audit.

- (g) *Franchise collectors.* That any collector operating under a county issued franchise or pursuant to a collection agreement wherein the county is a party, shall be exempt from the requirements of this section 62-163 so long as the franchise or contract remains in effect.

(Ord. No. 2004-2, § 23, 5-3-2004)

Sec. 62-164. - Standards of collection.

General requirements. The requirements of this section shall govern the operations of a collector, not otherwise operating under a county issued franchise or collection agreement wherein the county is a party, in providing commercial collection service within the service area and in providing commercial collection service.

(1) *Vehicles.*

- a. The collector shall use only vehicles with bodies that are watertight to a depth of not less than 12 inches, with solid sides and covered top, or vehicles that transport commercial containers. The county shall have the authority to waive the requirement of a fully enclosed top in the event of an emergency. The collector shall provide sufficient equipment to maintain regular schedules of collection and to promptly and efficiently perform collector's duties under this chapter.
- b. Equipment is to be maintained in a reasonably clean and safe working condition and is to be painted uniformly according to standards established, from time to time, by the county. Equipment shall contain the name and telephone number of the collector and a truck number or code established by the county printed in letters not less than six inches high on each side and rear of the vehicles. A record shall be kept of the vehicle to which each number is assigned. No advertising shall be permitted on the vehicles, without prior approval of the county.
- c. Vehicles shall not be overloaded so as to scatter MSW, but if MSW is scattered from a collector's vehicle for any reason, it shall be the responsibility of the collector to immediately pick up such scattered MSW.
- d. Vehicles are to be washed thoroughly on the inside and sanitized with a suitable disinfectant and deodorant each working day in order to be maintained in a clean and sanitary condition. All vehicles are to be washed inside and outside at least weekly at the collector's yard.
- e. The collector's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets and alleys unattended.

(2) *Routes and collection schedules.*

- a. The collector shall utilize such routes within the service area as will contribute to maximum efficiency of operation and will file a copy of such routes with the county prior to beginning operations. The collector shall comply with all height and weight restrictions for any bridge or road. The county shall deny the collector's vehicles access to certain streets, alleys, bridges and public ways where it is in the interest of the general public to do so because of

conditions of the street or bridges or the nature of development of the general area. Notice shall be given by the county prior to such denial so as to not unduly interfere with the collector's normal operations.

- b. Between September 1 and October 1 of each year, the collector shall provide the county with schedules of collection routes and shall annually supply all customers with printed information, which as a minimum will include a ¼-page display advertisement newspaper publication within the county, regarding amounts and types of MSW which will be collected, complaint procedures, rates, regulations and days of collection. Any alteration in the collection schedules, procedures or rules shall be approved by the Board prior to notifying customers. All customers shall receive notice of any alteration in the collection schedule, procedures, rules or rates at least 30 days prior to such alteration, except in the event of an declared emergency. Such notice shall be given by public notice in a newspaper published within the county or by such other method as approved by the board. All such notice shall comply with legal advertisement requirements as provided by state law. Any alteration of collection schedules or procedures resulting from circumstances beyond the control of the collector shall be communicated to the customers. Such notice as a minimum shall be by advertisement in a newspaper of local circulation.
- (3) *Personnel.* The direction and supervision of commercial collection service shall be by competent and qualified personnel and the collector shall devote sufficient personal time and attention to the direction of the service to insure performance of his obligations and duties as specified under the provisions of this article.
- (4) *Office.* The collector shall provide a suitable office and shall maintain reasonable business hours each weekday where customers may apply for service and register complaints. All complaints shall be resolved within 48 hours of their being brought to the attention of the collector, not including Saturdays, Sundays, or legal holidays. Each collector shall supply the county administrator with copies of records of all complaints on a form approved by the county indicating the disposition of each complaint. Such records shall be available for county inspection at all times during normal business hours. The form shall indicate the day and the hour in which the complaint was received and the day and hour in which it was resolved. In the event of a dispute between a collector and a commercial customer (other than for non-payment of charges), the collector shall continue to collect all MSW generated by the customer pending resolution of the complaint.
- (5) *Newly established accounts.* It shall be the responsibility of the collector to provide commercial collection service to each newly established commercial business within the service area of the collector. The tax collector will furnish a listing of all newly issued occupational licenses to the solid waste director who will in turn provide the information to the franchisee. The franchisee will provide general information for prospective customers in written form at the tax collector's office.
 - a. Commercial collection service.
 1. *General provisions.* The collector shall pick up and deliver to the sanitary landfill, in accordance with section 62-161, all MSW from or generated by commercial property for which the collector has entered into a contract for commercial collection service; provided, however, that grass and yard trash shall not be commingled with other MSW. Commercial property using garbage containers shall comply with subsection (b), except that there shall be no restriction as to time of collection or day of collection for any commercial property. The size of a commercial container and the frequency of collection

for commercial property shall be established by the collector in consultation with the customer and shall be subject to approval by the county administrator in the event of dispute; provided, however, the frequency of collection shall not be less than one per week, unless otherwise approved by the county administrator, with collections at establishments generating perishable waste being no less than twice per week and no more than three days apart (Sundays and legal holidays excluded).

2. *Written agreements.* For commercial collection service, or where the collector or a specialty hauler agrees to collect exempt solid waste, a written agreement between the collector and the customer shall be entered into regarding the level and type of service to be provided, the conditions of service and the rate to be charged. In the event of a dispute, such agreements shall be subject to the approval of the county administrator.
3. *Commercial garbage containers.* The collector shall be prepared to provide all commercial containers required in the collection of MSW from commercial property for which they have entered an agreement for the commercial collection service and shall maintain such containers in a clean and operable condition, including an acceptable appearance according to standards determined from time to time by the county. All commercial containers shall be clearly marked to prohibit their use for the disposal of hazardous waste or sludge. Commercial customer using garbage containers shall be responsible for providing garbage containers that shall comply with the requirements of section 62-142, definition of garbage containers, and this article.
4. *Roll off boxes.* The collector shall maintain or have access to sufficient roll off boxes for construction projects and special events so that all reasonable requests can be supplied within three working days of such request.
5. *Commercial billing.* The collector shall be solely responsible for the billing and collection of commercial collection charges.
6. *Commercial rates.* All rates charged by collectors for commercial collection service shall be subject to the approval of the county and shall not exceed the maximum rates specified in the franchise contract. Late charges and resumption of service fees shall not exceed the maximum rates specified in the franchise contract.

(Ord. No. 2004-2, § 24, 5-3-2004)

Sec. 62-165. - Responsibility of property owners.

- (a) *Generally.* All owners of improved commercial property shall use commercial collection service provided by the collector, unless exempted under the provisions of section 62-170. The occupants of all commercial property shall pay the rates and charges within the limits established pursuant to subsection 62-146(a).
- (b) *Commercial collection service.*
 - (1) All owners of commercial property shall be responsible for entering into an agreement for commercial collection service at each site generating MSW, with a collector that has been granted a franchise contract, unless exempted under the provisions of section 62-170. The occupant, if other than the owner, may contract with the collector. However, the owner shall be responsible for having such a contract with a collector if such commercial solid waste collection service at that site is not maintained for any reason.

(2)

The collector shall be responsible for the billing and collection of commercial collection service charges.

- (3) Charges for commercial collection service shall be deemed delinquent if not paid within 30 days of the date due.
- (4) The failure of the owner of commercial property to abide by the mandatory subscription provisions hereof, or to pay for such services which are subscribed to, shall subject the property owner to the penalties in section 62-173.

(c) *Election of commercial classification.*

- (1) A multifamily dwelling unit, including but not limited to, a condominium, townhouses, R/V or mobile home park, or a hunting camp, may elect to be classified as commercial property for the purpose of this article, provided that the commercial solid waste of all dwelling units within the multifamily dwelling unit complex shall be collected in a uniform manner.
- (2) Such multifamily dwelling unit requesting to be classified as a commercial property shall file an application with the Tax Collector prior to June 1 of any year in order to receive a commercial classification for the following fiscal year. The application shall be on forms provided by the county and shall contain the following:
 - a. The name and address of the applicant;
 - b. The number of residential dwelling units within the multifamily dwelling unit requesting commercial classification as well as the form of ownership and the names and addresses of all titled owners;
 - c. Verification that the owners of all residential dwelling units within the multifamily dwelling unit consent to the classification as commercial or that restrictive covenants exist which allows a property or condominium owners association to consent on behalf of the unit owners; and
 - d. The proposed method and frequency of removal of residential solid waste for disposal and the collector that shall be providing such service.
- (3) The tax collector shall review the application and, if requirements of this article are satisfied, shall grant the election to be classified as commercial property. Any multifamily dwelling unit that has been allowed to be classified as commercial property shall be removed from the annual solid waste assessment roll.
- (4) Each multifamily dwelling unit which has elected to be classified as a commercial property for the purpose of this article shall continue to be so classified in subsequent fiscal years without the necessity of filing.
- (5) A single-family dwelling unit which is located on commercial property may be classified as part of the commercial property upon showing the existence of a current commercial service agreement with collector licensed under this ordinance. Application shall be in the manner provided for multifamily dwelling units in subsections (c)(1)—(4), above. Failure to maintain the commercial service shall result in the revocation of the election and the charge as provided in section 62-170(f).
- (6) Home-based businesses may be exempted at the discretion of the solid waste director; decision will be based upon expected municipal solid waste generation and may be reviewed annually.

(Ord. No. 2004-2, § 25, 5-3-2004)

Sec. 62-166. - Payments to collector.

- (a) *Commercial property.* All commercial property for which a contract has been entered into for commercial collection may be billed monthly in advance by the collector, at a rate agreed upon between the collector and the customer and within the maximum limit established by the county. Such bill shall consist of a single charge for both the collection and disposal of MSW.
- (b) *Specialty haulers.* All property for which a contract has been entered into for collection and disposal of exempt waste may be billed monthly in advance by the collector, at a rate agreed upon between the collector and the customer and within the maximum limit established by the county. Such bill shall consist of a single charge for both the collection and disposal of MSW.

(Ord. No. 2004-2, § 26, 5-3-2004)

Sec. 62-167. - Hazardous waste or biohazardous waste.

- (a) The collection and disposal of hazardous waste and biohazardous waste shall be the sole responsibility of the owner or occupant, if occupied by other than the owner, of the commercial property upon which the waste is generated or located. Any collection and disposal of such waste shall be in strict compliance with all federal, state and local laws and regulations. The collection, transportation and disposal of hazardous waste or biohazardous waste shall only be done by a collector or specialty hauler.
- (b) No person shall place or deposit hazardous waste or biohazardous waste in any garbage container, commercial container or in any other place where it might reasonably be expected to be transported to a sanitary landfill, except as authorized by federal, state or local laws.
- (c) The collector shall refuse to collect commercial solid waste from any improved property if the collector believes that such commercial solid waste contains hazardous waste or biohazardous waste. If the collector believes that a person is depositing hazardous waste or biohazardous waste for collection as commercial solid waste, the collector shall immediately notify the county manager.
- (d) The county shall have the authority to inspect the waste being deposited by any person at any time to determine whether such waste contains hazardous waste or biohazardous waste, and to take whatever action it deems necessary to insure the proper disposal of hazardous waste or biohazardous waste.
- (e) A collector or specialty hauler shall not be required to collect and dispose of hazardous waste or biohazardous waste, but may offer such service for an additional fee within any service area. The collection of such fee shall be the sole responsibility of the collector or specialty hauler and are not subject to franchise fees.

(Ord. No. 2004-2, § 27, 5-3-2004)

Sec. 62-168. - Construction waste.

- (a) Prior to the issuance of a building permit for the construction or renovation of any structure the applicant shall provide a signed and notarized affidavit, providing for the collection and disposal of any construction waste which may result from the construction. The disposal of the construction waste shall be at a sanitary landfill using equipment for such collection and disposal that is acceptable to the county.
- (b) The collector shall be required to collect and dispose of construction waste. The billing and collection of such fees shall be the sole responsibility of the collector and the amount charged shall not exceed the maximum rate for the collection and disposal of construction waste as established by the board. All such collection and disposal shall be the responsibility of the applicant for the building permit. All construction waste collected shall be disposed of at a sanitary landfill.

(Ord. No. 2004-2, § 28, 5-3-2004)

Sec. 62-169. - Exempt waste and sludge.

- (a) A collector specialty hauler shall not be required to collect and dispose of exempt waste, but may offer such services at an additional charge within any service area. The billing and collection of such fee shall be the sole responsibility of the collector or specialty hauler. All exempt waste shall be disposed of in a manner approved by the Florida Department of Environmental Protection at the sanitary landfill or other designated areas.
- (b) The collection, transportation and disposal of sludge shall be done only by a collector or a specialty hauler. A collector or specialty hauler shall not be required to collect and dispose of sludge, but may offer such services at an additional charge within any service area. The billing and collection of such fee shall be the sole responsibility of the collector or specialty hauler. All sludge shall be disposed of in accordance with all applicable federal, state and local statutes, rules and regulations.

(Ord. No. 2004-2, § 29, 5-3-2004)

Sec. 62-170. - Exemption from mandatory collection requirement.

- (a) *Generally.* A commercial property may be exempted for the mandatory collection provisions of this ordinance as provided in this section.
- (b) *Commercial property exemption.* Exemption for MSW generated on such property during the applicable fiscal year may be granted provided that the person seeking the exemption under the procedures contained herein. This exemption shall only apply to the extent that the person seeking the exemption can demonstrate that such MSW is composted on site or recycled and obtains an exemption under the procedures contained herein. This exemption shall only apply to the extent that the person seeking the exemption can demonstrate that such MSW can be properly disposed of by composting on site or recycling. No exemption shall be granted for the collection or disposal of exempt waste, hazardous waste or biohazardous waste. Any such exemption shall meet the requirements as set out in section 62-163.

An exemption is granted for industrial operations with alternative solid waste management requirements approved by the Department of Environmental Protection pursuant to Rule 62-701.220(4), Fla. Admin. Code, and MSW generated ancillary to the same operation.

- (1) A person requesting an exemption under this section shall make application to the county administrator for an exemption. The application shall be made on forms provided by the county and shall contain, at a minimum, the following information:
 - a. The name and address of the applicant;
 - b. The name and address of the owner, if different from the applicant;
 - c. The address of the property for which the exemption is sought;
 - d. The nature of the business which is being conducted at such property;
 - e. The reason the exemption is sought;
 - f. The proposed method and frequency of removal of MSW by a collector for disposal at the sanitary landfill, including available equipment and facilities; and
 - g. The proposed method for on-site composting or recycling of MSW;
 - h. An application fee in the sum of \$100.00 shall accompany application.

Such application for exemption of commercial property shall be filed with the county administrator prior to April 1 of each year in order to obtain an exemption for the following fiscal year. Any application for exemption filed subsequent to June 1 shall be entitled to an exemption for each full month remaining in the fiscal year.

- (2) The county administrator shall review the application and shall exempt the property upon finding that the customer has demonstrated a proper, sanitary and effective method of disposing of the MSW generated on his property.
 - (3) Upon approval of an exemption for commercial property, the county administrator shall issue a certificate of exemption, which certificate shall expire at the end of the fiscal year for which it is approved.
- (c) *Revocation.* In the event that it is determined by the county that any of the representations made in obtaining an exemption are false or that in fact the property is generating commercial solid waste, the county administrator shall revoke an exemption and direct the collector to reinstitute collection service to a commercial customer's improved property upon confirmation that commercial solid waste is being generated. In the case of the revocation of a commercial exemption, the owner of the commercial property shall be required to comply with the provisions of section 62-162(c).
- (d) *Appeal.* Any person who is denied an exemption or whose exemption is revoked shall have a right of appeal to the board. Such notice of appeal shall be filed with the board of county commissioners within 30 days of notification of the denial or revocation of the exemption. Failure to file such appeal shall be deemed to be a waiver of the right. The board shall review the denial or revocation within 40 days of the filing of the appeal.

(Ord. No. 2004-2, § 30, 5-3-2004; Ord. No. 2005-12, § 2, 11-7-2005)

Sec. 62-171. - Reserved.

Sec. 62-172. - Prohibited acts.

- (a) No person shall place, deposit or dispose of any MSW or exempt waste, except at a sanitary landfill. No person shall place, deposit or dispose of any construction waste or yard trash, except at a sanitary landfill. If any MSW or exempt solid waste is found on public or private property or roadways and its origin is traced to improved property by identification such as mail, statements, checks, receipts, etc., and such occupant or owner of such property is not receiving collection service by a collector, such information shall be prima facie evidence that such MSW or exempt solid waste is from that improved property and such occupant or owner is in violation of this subsection.
- (b) No person shall place or deposit for temporary storage any MSW or exempt solid waste anywhere in the county in such a manner that it may be carried or deposited by the uncontrolled physical elements upon any public property or upon the land of another person.
- (c) No person may collect or transport MSW without being certified under the provisions of section 62-163 and having a contract with the county to provide such service, unless exempted from those provisions.
- (d) It shall be unlawful to scatter or spread about or cause to scatter or spread about any MSW or exempt solid waste that has been set out for removal by a collector or specialty hauler.
- (e) No owner or occupant shall maintain or permit to be maintained on any improved property an unsanitary nuisance.
- (f) No person shall place any hazardous waste or biohazardous waste in any garbage container or commercial container or in any location intended for the collection and disposal of MSW.

- (g) No person shall commingle grass or yard trash with other MSW or exempt solid waste that has been or will be set out for removal by a collector or specialty hauler.
- (h) A violation of any provision of this section shall be punished as provided in section 62-173.
(Ord. No. 2004-2, § 32, 5-3-2004)

Sec. 62-173. - Penalties.

Any person found guilty of violating any provisions of this article shall be punished by a fine not exceeding \$500.00 or by imprisonment in the county jail for not more than 60 days, or by both such fine and imprisonment.

(Ord. No. 2004-2, § 33, 5-3-2004)

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.

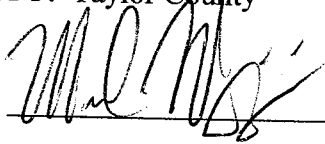
ARTICLE X. MISCELLANEOUS

- 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.**

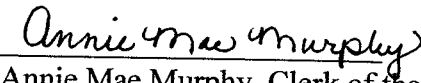
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Robert Wolk, Division Manager

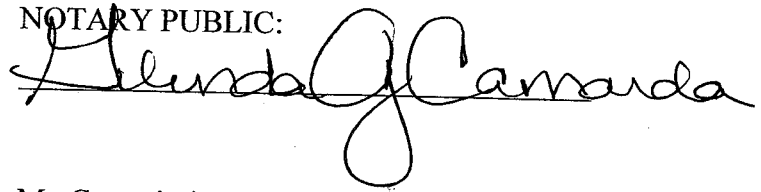
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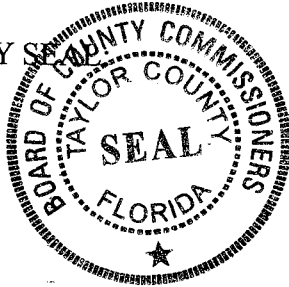


Annie Mae Murphy, Clerk of the Court

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

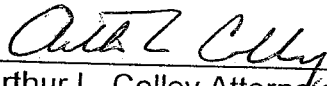
subject to all the conditions and terms thereof through January 31, 2011 at location of risk.

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"/> PROJECT <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 STATUTORY LIMITS <input type="checkbox"/> OTHER
	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



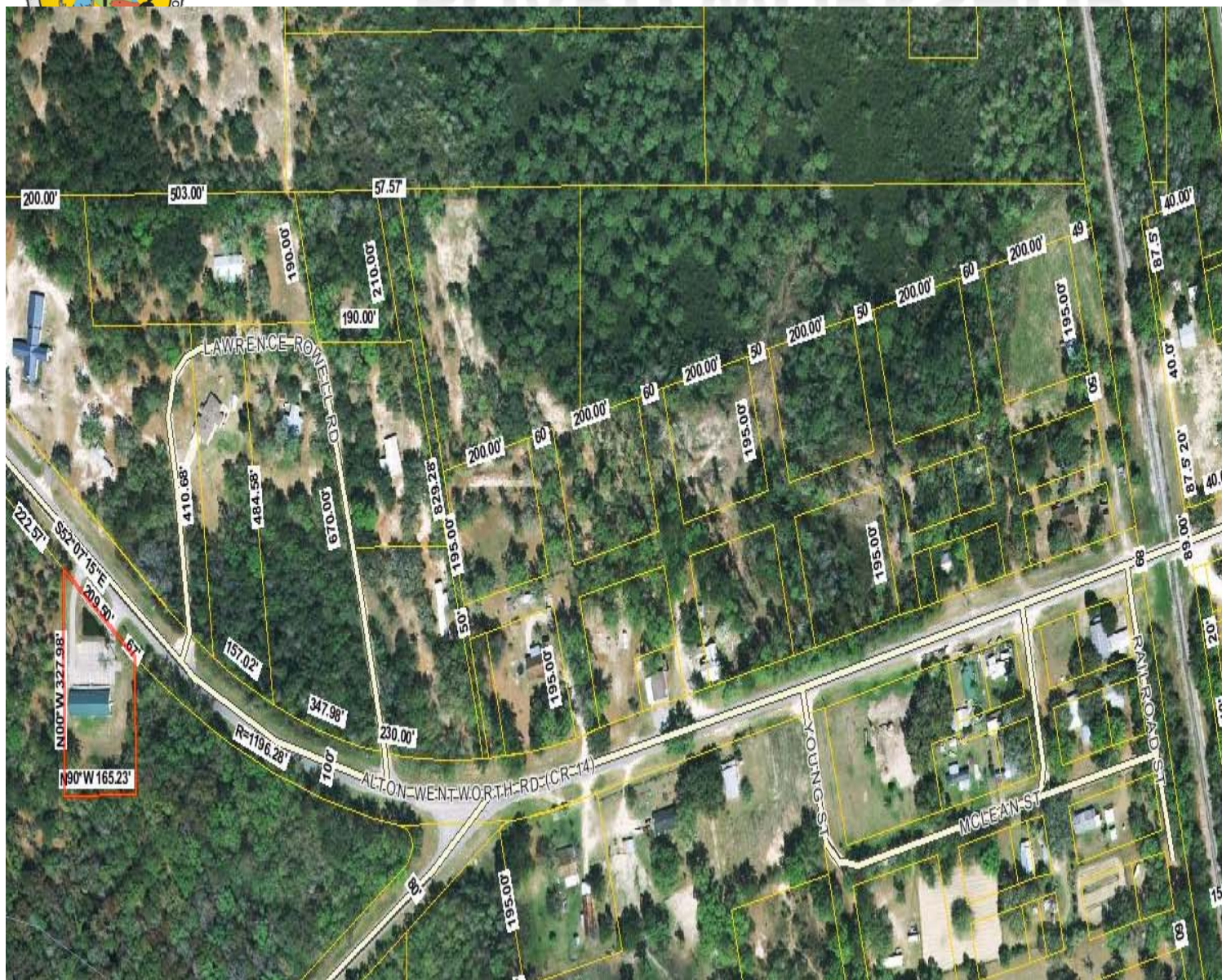
BOARD WORKSHOP

Agenda

4. THE BOARD TO DISCUSS THE SHADY GROVE COMMUNITY CENTER.



BOARD WORKSHOP



PARCEL INFORMATION TABLE			
Selected Parcel	01836-050 (Click for Complete Card)		
DOR Property Usage	SCHOOLS, PUBLIC (83)		
Acres	1		
OWNERSHIP INFORMATION			
Name	DISTRICT SCHOOL BOARD OF		
Mailing Address	TAYLOR COUNTY 318 N CLARK ST; PERRY, FL 32347		
Situs/Physical Address	4225 ALTON WENTWORTH RD		
VALUES			
Land Value	5,000		
Ag Land Value			
Building Value	84,663		
Misc Value	4,803		
Just Value	94,466		
Assessed Value	94,466		
Exempt Value	94,466		
Taxable Value			
LAST 2 SALES			
Date	Price	Vacant?	Qual
12-2002	10,000	Y	
12-2002	0	Y	

Prepared by:
KAY E. ROWELL
Frith Abstract & Title Co.
501 N. Byron Butler Parkway
Perry, Florida 32347

Taylor County Florida
Annie Mae Murphy Clerk Of Court

File Number: TS5654

Doc Stamps 70.00
Record Fee: 10.50

General Warranty Deed

Made this December 16, 2002 A.D. By **NATURE COAST HOLDINGS, INC.**, P.O. BOX 661, SHADY GROVE, FL 32357, hereinafter called the grantor, to **THE DISTRICT SCHOOL BOARD OF TAYLOR COUNTY, FLORIDA**, whose post office address is: , hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Taylor County, Florida, viz:

See Attached Schedule "A"

Parcel ID Number: **PORTION OF 29-02-07-01836-000**
SEE SCHEDULE "B" FOR SPECIAL RESTRICTIONS.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

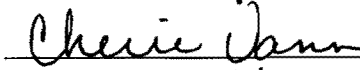
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2003.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Printed Name Kay E. Rowell

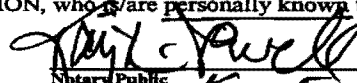
NATURE COAST HOLDINGS, INC.
BY:  (Seal)
A. KEITH ROWELL, PRESIDENT
Address: P.O. BOX 661, SHADY GROVE, FL 32357


Witness Printed Name Cherie Vann

Address: _____ (Seal)

State of Florida
County of Taylor

The foregoing instrument was acknowledged before me this 16th day of December, 2002, by: A. KEITH ROWELL, PRESIDENT OF NATURE COAST HOLDINGS, INC., A FLORIDA CORPORATION, who is/are personally known to me or who has produced as identification.


Notary Public
Print Name: Kay E. Rowell
My Commission
Expires: _____



Kay E. Rowell
MY COMMISSION # CC976904 EXPIRES
November 21, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

Prepared by:
KAY E. ROWELL
Frith Abstract & Title Co.
501 N. Byron Butler Parkway
Perry, Florida 32347

File Number: TS5654

"Schedule A"

COMMENCING AT A SIX BY SIX FOUND CONCRETE MONUMENT MARKING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 14 AND THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 02 SOUTH, RANGE 07 EAST, TAYLOR COUNTY, FLORIDA AND RUN SOUTH 52 DEGREES 07 MINUTES 15 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 14 A DISTANCE OF 222.57 FEET TO A 5/8 INCH SET IRON ROD STAMPED LB 4765 MARKING THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID SOUTH RIGHT OF WAY SOUTH 52 DEGREES 01 MINUTES 50 SECONDS EAST, 209.50 FEET TO A SIX BY SIX FOUND CONCRETE MONUMENT MARKING THE PC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1196.28 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE A ARC DISTANCE OF .67 FEET; HAVING A DELTA OF 32 DEGREES 08 MINUTES 59 SECONDS TO A 5/8 INCH SET IRON ROD STAMPED LB 4765; THENCE LEAVING SAID SOUTH RIGHT OF WAY RUN SOUTH 199.03 FEET TO A 5/8 INCH SET ROD STAMPED LB 4765; THENCE RUN WEST 165.23 FEET TO A 5/8 INCH SET IRON ROD STAMPED LB 4765; THENCE RUN NORTH 327.98 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRE MORE OR LESS

"SCHEDULE "B"

- 1) IF THE PROPERTY IS NOT IN USE FOR THE SHADY GROVE ADULT LITERACY PROGRAM WITHIN SIX MONTHS FROM THE DATE OF TRANSFER OR THE PROPERTY CEASES TO BE USED FOR THE SHADY GROVE ADULT LITERACY PROGRAM AND OTHER PUBLIC PURPOSES (VOTING HOUSE, ETC.) WILL REVERT BACK TO NATURE COAST HOLDINGS, INC., ITS SUCCESSORS AND/OR ASSIGNS.
- 2) IF IN THE FUTURE THE SITE OR FACILITIES ARE NAMED, OUR HEIRS OR WE WILL HAVE INPUT INTO THE NAME.



BOARD WORKSHOP

Agenda

5. THE BOARD TO DISCUSS ANDREWS LAKE ROAD MODIFICATIONS.



5.



LAKE

Taylor County Property Appraiser			
Tel: 01871-050 Acres: 8.4			
DRIGGERS JOHNNIE & ANNETTE S	Land Value	17,640	
	Building Value	0	
20,000 on 04-2012 Reason= Qual=Y	Misc Value	0	
7915 LUTHER WILSON RD	Just Value	17,640	
GREENVILLE, FL 32331	Assessed Value	17,640	
	Exempt Value	0	
	Taxable Value	17,640	





ROAD WORKSHOP





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 28, 2015

Johnnie Driggers
7915 Luther Wilson Road
Greenville, FL 32331

Mr. Driggers,

At the Board of County Commissioners' meeting held on Tuesday, October 22, 2013, you requested permission from the Board to relocate Andrews Lake Road from the center of your property to a more accommodating location for the intended use of your property. By a unanimous vote the Board approved the re-location of the road subject to you obtaining legal descriptions of the old and new roads. The Board was then to close the old road using the legal description provided by you and accept the new road which you were to deed to the County. As of this date Board staff have not received either legal description. If you have submitted these legal descriptions, then please contact my office to let us know to whom you submitted the descriptions. If you have not submitted the descriptions, then please obtain them and submit them at your earliest convenience so that the Board can take the action it has approved in this matter. For your reference, I have enclosed the excerpt of the minutes from the date stated above. Please let me know if you have any questions.

Sincerely,

Dustin Hinkel
County Administrator

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

TUESDAY, OCTOBER 22, 2013

5:30 P.M.

THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, MET IN REGULAR SESSION ON THE ABOVE DATE.

PRESENT WERE PAM FEAGLE, CHAIRMAN, MALCOLM PAGE, JIM MOODY, JODY DEVANE AND PATRICIA PATTERSON, A FULL BOARD BEING PRESENT. COUNTY ADMINISTRATOR, JACK BROWN, CLERK OF COURT, ANNIE MAE MURPHY AND COUNTY ATTORNEY, CONRAD BISHOP, WERE ALSO PRESENT.

4. THE BOARD HAVING HERETOFORE ADVERTISED FOR A PUBLIC HEARING, FOR THIS DATE AT 5:35 P.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR THE PURPOSE OF RECEIVING PUBLIC INPUT ON A REQUEST BY JOHNNY DRIGGERS TO MOVE ANDREWS LAKE ROAD FROM THE MIDDLE OF HIS PROPERTY. ALL PERSONS PRESENT WERE GIVEN AN OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING THE REQUEST OF MR. DRIGGERS. PUBLIC COMMENTS:

1. BOB ROOT STATED THAT HE FAVORS MOVING THE ROAD. THE COUNTY ATTORNEY STATED THAT MR. DRIGGERS SHOULD HAVE THE ROAD SURVEYED AND A LEGAL DESCRIPTION SUBMITTED FOR RECORDING.

NO OTHER PERSONS PRESENT REQUESTED TO SPEAK REGARDING THE POSSIBLE GRANT SUBMISSION, THEREFORE THE CHAIRMAN CLOSED THE PUBLIC HEARING.

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER DEVANE AND BY UNANIMOUS VOTE, THE BOARD APPROVED RE-LOCATION OF ANDREWS LAKE ROAD FROM THE MIDDLE OF JOHNNY DRIGGERS' PROPERTY, SUBJECT TO A LEGAL DESCRIPTION OF THE NEW (ANDREWS LAKE) ROAD, AND THE OLD PORTION OF THE (ANDREWS LAKE) ROAD TO BE CLOSED AT A LATER DATE, WITH MR. DRIGGERS DEEDING THE NEW RIGHT-OF-WAY TO THE COUNTY.



BOARD WORKSHOP

Agenda

6. THE BOARD TO DISCUSS ITS ROAD PAVING POLICY.

This is one version of C:\My Cabinets\A - Administrator\CA - BCC Work Policy and Procedures\Policy From Board Meetings\Road paving Policy Minutes.doc from your personal cache.
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Book Type[BOCC] Date[09/07/2006] Time[8:30 A.M.
 Book#[50] Minutes#[35] Meeting-Type[REGULAR

BOARD OF COUNTY COMMISSIONERS
 TAYLOR COUNTY, FLORIDA
 COURTHOUSE ANNEX
 M I N U T E S
 THURSDAY, SEPTEMBER 7, 2006
 8:30 A.M.

THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, MET IN REGULAR SESSION ON THE ABOVE DATE.

PRESENT WERE DARYLL GUNTER, CHAIRMAN, CLAY BETHEA, MALCOLM PAGE, JACK BROWN AND PATRICIA PATTERSON, A FULL BOARD BEING PRESENT. COUNTY ATTORNEY, CONRAD BISHOP, WAS ALSO PRESENT AT 8:55 A.M.

THE BOARD DISCUSSED ROAD PAVING POLICIES, AS RE-AGENDAED FROM AUGUST 22, 2006. COMMISSIONER BROWN STATED THAT THE INTENTION OF THE POLICY IS TO MAKE PAVING ISSUES NOT POLITICAL DECISIONS, BUT DECISIONS MADE BY BOARD POLICY, AS THE BEST FOR THE NEEDS OF THE COMMUNITY. COMMISSIONER PAGE DISCUSSED PLACING FIFTY PERCENT (50%) OF ROAD PAVING FUNDS IN A COUNTYWIDE ROAD PAVING POOL, WITH EACH DISTRICT BEING ALLOCATED THE REMAINING 50% OF THE ROAD PAVING FUNDS, DIVIDED EQUALLY. COMMISSIONER PATTERSON STATED THAT SHE IS OPPOSED TO 50% OF HER ROAD PAVING FUNDS BEING POOLED, HOWEVER SHE WOULD AGREE TO CONTRIBUTE 5% OF HER DESIGNATED ROAD PAVING FUNDS TO THE COUNTY POOL.

KENNETH DUDLEY, COUNTY ENGINEER, DISCUSSED RECOMMENDED CHANGES TO THE POLICY IE:

1. UNDER PUBLIC NOTICE, STRIKE "AND BY NOTIFICATION BY MAIL TO ALL PROPERTY OWNERS ON THE AFFECTED ROADS", AND
2. UNDER UNFUNDED ROADS, ADD "AND THAT LANDOWNERS PROVIDE NECESSARY RIGHT-OF-WAY".

COMMISSIONER BETHEA MADE A MOTION TO APPROVE THE ROAD PAVING POLICY, WITH CHANGES AS REQUESTED BY THE COUNTY ENGINEER. THE MOTION WAS SECONDED BY COMMISSIONER BROWN.

VOTING ON THE MOTION WAS AS FOLLOWS:

YEA: COMMISSIONERS BETHEA, BROWN, PAGE AND GUNTER

NAY: COMMISSIONER PATTERSON

THE MOTION CARRIED.

This is one version of C:\My Cabinets\Public Works\Road Paving\Road Paving Policy\Taylor County Road Paving Policy (Page Revision).doc from your personal cache.

The file may have changed since that time. Click [here](#) for the current file.

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I. Goal

II. Purpose

II. Background and General Information

IV. Elements of the Policy

Criteria

Public Notice

Process for Citizen Input

Formula for Allocation of Funds

Definition of Density

Definition of Traffic Count

V. Unfunded Roads on the Paving List

Commissioner Page's Revision of

Commissioner Brown's Working Draft Road Paving Policy (6-5-06)

Taylor County Road Paving Policy

GOAL

To establish the criteria for selecting unpaved roads in the County road system for paving and to establish a fair and equitable methodology for the division of road paving funds between the five County Commission districts in order to be responsive to the paving needs of the taxpayers of all sections of Taylor County.

PURPOSE

The purpose of this road paving policy is to provide citizens, elected officials, planners, the Taylor County Engineering Department and the Taylor County Road Department with a clear direction for the selection of roads to be paved in Taylor County.

BACKGROUND AND GENERAL INFORMATION

The County owns and maintains county roads. Because roads are a critical factor in being able to provide emergency services such as law enforcement and fire/rescue to county residents, the Board desires to provide a high quality well-maintained system of county roads.

In a perfect world, all or most roads and streets would be paved. Needless to say, limited funds available for new paving should be carefully spent to maximize the use of the available paving dollars. In addition to the initial cost of new paving, maintenance costs to the County must be considered, such as frequency of maintenance, cost of materials, and efficiency of equipment use. Maintenance costs occur whether the road is dirt, lime rock, milled, or paved. Some consideration should be given to selection of roads for paving which will result in a saving to the County in maintenance costs of the existing road. Some

consideration should also be given to the concept of clustering paved roads to the greatest possible extent for the most efficient use of road maintenance equipment, i.e. motor graders.

Of paramount importance in selecting a particular road for paving are the desires of the adjacent property owners and the availability of adequate right-of-way for paving. If adjacent landowners are opposed to paving or if right-of-way issues cannot be resolved, then the Board will seriously consider removing the road from the current paving list. If conditions change over time, the "rejected" road may be added to the paving list for consideration in subsequent paving cycles. Other factors to consider in road paving discussions are applicable Statutes, County Ordinances, and Land Development Regulations.

ELEMENTS OF THE POLICY

The elements of this road paving policy are as follows:

Clear and easily understandable criteria for the selection of unpaved roads to be considered for paving or resurfacing existing roads.

Provision for public notice of roads being considered each year for paving

Provision for a process for public input and comment, and

A fair and equitable formula for the allocation of future paving funds.

1. CRITERIA

Definitions:

Density – Road density is defined as the number of residences, businesses, and churches served by a road divided by the length of the road in miles, e.g. 10 houses on a 2 mile road equals a density of 5 units/mile.

Traffic Count – the average number of trips per day on a given road determined by samplings taken within 6 months of consideration for paving.

The two main criteria to be considered in ranking roads to be considered for paving are Density and Traffic Count as defined above. If two or more roads have the same or nearly the same ranking then other criteria to be considered are clustering and avoidance of maintenance costs on the existing road.

2. PUBLIC NOTICE

The list and rankings of proposed roads to be considered for paving shall be publicized on the Taylor County web site and by press releases.

3. PROCESS FOR PUBLIC INPUT

At a regularly scheduled County Commission meeting, the County Administrator will present to the Board the prioritized list of roads to be considered for paving. Any citizen will be given the opportunity to speak for or against paving of any road on the list. The Commission will give more weighted consideration to comments by residents who live on the road proposed for paving or own property adjacent to the road and less weight to comments from those who use the road but do not live on it.

4. FORMULA TO USE FOR ALLOCATION OF ROAD PAVING MONIES

Beginning with the 2007 budget year, new road paving funds will be allocated as follows: Fifty percent (50%) of the road paving dollars will be divided equally among the five (5) County Commission Districts and the remaining 50% of the funds will be put in the Countywide Road Paving Pool (hereinafter referred to as the Pool).

The road paving funds will be used as follows: the road ranked as #1 on the list of roads to be paved (according to criteria above) shall be funded first using monies available in the District fund. If such fund is insufficient, the difference in road paving cost shall be taken from the Pool. This process will then be repeated for the next highest ranking roads on the list in the order of their rankings until all insufficient funds are available for paving additional roads on the paving list.

UNFUNDED ROADS

Finally, for roads on the paving list that are not funded in a given year, residents and adjacent property owners may voluntarily request paving and pay all costs by setting up a MSBU provided the MSBU has 100% support from the adjoining property owners. All rights of way shall be provided by the land owners at no expense to the county.

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Road Paving, Repaving & Improvement Policy

Criteria



- Density – Road density is defined as the number of residences, businesses, and churches served by a road divided by the length of the road in miles, e.g. 10 houses on a 2 mile road equals a density of 5 units/mile
- Traffic Count – The average number of trips per day on a given road determined by samplings taken within 6 months of consideration for paving.

The two main criteria to be considered in ranking roads to be considered for paving are Density and Traffic Count as defined above. If two or more roads have the same or nearly the same ranking then other criteria to be considered are Clustering and avoidance of maintenance costs on the existing road.



Road Paving Policy Public Notice



- Public Notice – The list and rankings of proposed roads to be considered for paving shall be publicized on the Taylor County web site and by press release.
- Process for Public Input – At a regularly scheduled County Commission meeting, the County Administrator will present to the Board the prioritized list of roads to be considered for paving.



Road Policy Public Notice



- The Commission will give more weighted consideration to comments by residents who live on the road proposed for paving or own property adjacent to the end of the road and less weight to comments from those who use the road but do not live on it.



Road Policy

Formula for Allocation of Monies

- As of budget year 2007-2008, new road paving funds were allocated as follows:
 - 50% of road paving dollars will be divided equally among the 5 County Commissioner Districts
 - 50% of the funds will be put in the Countywide Road Paving Pool



Road Submission for Evaluation

1. Roads to be evaluated will be submitted by the individual County Commissioners and the Technical Review Committee
2. Citizens Request shall be submitted through their specific District Commissioner
3. After evaluation the staff will make a recommendation based upon the criteria stated in this policy and the funds available



Road Policy

Allocation of Funds



- Road paving funds will be allocated as follows:
 - The road ranked as #1 on the list of roads to be paved (according to the criteria in the policy) shall be funded first using monies available in the District fund
 - If such fund is insufficient, the difference in road paving cost shall be taken from the pool.



Road Paving Policy

Allocation of Funds Continued

- Road paving funds allocation continued:
 - This process will then be repeated for the next highest ranking roads on the list in the order of their rankings until all insufficient funds are available for paving additional roads on the paving list.



Road Funding



- If a road falls within a district then district funds must be committed prior to utilization of the Countywide Road Funding Pool
 - Except in cases agreed upon by a majority vote of the County Commission for obvious collector or arterial roads
- Any road that qualifies for SCRAP/SCOP funding should be improved under those programs prior to utilizing the Countywide Road Funding Pool
 - A Commissioner may augment SCRAP/SCOP funds with his/her District funds



BOARD WORKSHOP

Agenda

7. THE BOARD TO DISCUSS THE ROLE AND USE OF ADVISORY COMMITTEES.



BOARD WORKSHOP

CURRENT ADVISORY BOARDS

- TAYLOR COUNTY RECREATION ADVISORY BOARD
- AIRPORT ADVISORY COMMITTEE
- FIRE DEPARTMENT AUTHORITIES
- HISTORICAL SOCIETY COMMISSION
- FOREST CAPITAL HALL RENOVATION
- HELPING HANDS OF THE SHELTER



BOARD WORKSHOP

CURRENT ADVISORY BOARDS

- TAYLOR COUNTY RECREATION ADVISORY BOARD
- AIRPORT ADVISORY COMMITTEE
- FIRE DEPARTMENT AUTHORITIES
- HISTORICAL SOCIETY COMMISSION
- FOREST CAPITAL HALL RENOVATION
- HELPING HANDS OF THE SHELTER
- RESTORE ACT
- BOAT RAMP ADVISORY COMMITTEE



BOARD WORKSHOP

CURRENT ISSUES

- LOSS OF DIALOGUE BETWEEN THE BOARD AND COMMITTEE
- UNCLEAR MISSION AND/OR GOALS
- UNCLEAR ESTABLISHMENT AND DECISION MAKING AUTHORITY

Sec. 54-22. - Taylor County Recreation Advisory Board (TCRAB).

- (a) *Created.* There is hereby created by the board of county commissioners a county recreation advisory board, to be known as the Taylor County Recreation Advisory Board (TCRAB).
- (b) *Definition.* The TCRAB advises the county administrator and/or his designee on the Taylor County Sports Complex.
- (c) *Composition.* The TCRAB shall consist of seven members, each of whom shall be a registered voter of Taylor County as well as being a current resident of the county. Positions shall be advertised and applications received by the board of county commissioners. The commission shall appoint the members to the TCRAB in a regularly scheduled commission meeting. Appointees are to be representative of all sports played at the County Sports Complex including but not limited to soccer, football, baseball, softball, basketball, tennis, users of the trail.
- (d) *Appointment Process.* Initially, the board of county commissioners shall appoint four members for a term of three years, three members to a term of two years. Thereafter, members shall serve three-year terms. Members may be re-appointed. Any vacancy of the TCRAB shall be filled for the unexpired term in the same manner as required for a regular appointment. Four members of the TCRAB shall constitute a quorum for the transaction of business. An affirmative vote of a majority of the members of the TCRAB present shall be required to authorize any action or formulate a position of the TCRAB.
- (e) *Members may not hold an elective office.* The members of the TCRAB may not hold any elective office.
- (f) *Officers.* At the first regularly scheduled meeting in January of each year, the TCRAB shall elect from its members a chair and a vice-chair. The vice-chair shall act in the absence or disability of the chair. In case the chair or vice-chair vacates their appointment, the board shall immediately select a replacement. A designee appointed by the county administrator shall serve as the secretary to the TCRAB.
- (g) *Meetings.* The TCRAB shall establish its regular meeting time and location, which shall not be less often than once every month. The TCRAB is to comply with the Florida Sunshine Law for Advisory Boards. Training on the Florida Sunshine Law will be provided by the county administrator or county attorney at the January meeting annually.
- (h) *By-Laws.* The TCRAB shall adopt by-laws and rules of procedure to govern its operation. No by-law or rule of procedure shall be effective until approved by the board of county commissioners. The by-laws and rules to procedure may be amended at anytime by the TCRAB with the approval of the board of county commissioners.
- (i) *Recreational philosophy.* The TCRAB will have the responsibility and authority to develop a guiding philosophy regarding recreation which will promote inclusiveness, enrichment, consistency, fairness, and sportsmanship.
- (j) *Scheduling prioritization.* The TCRAB will have the authority to determine the scheduling priorities for all community use of the facilities while protecting and providing for scheduled maintenance, and improvements. Facilities are available for community use after recreational league usage is scheduled. Conflicting league play should be avoided.
- (k) *Duties.* In addition to those duties set out in other sections of this code, the TCRAB shall have the following duties:

- (1) Advise the county administrator and/or his/her designee on all Sports Complex activities.
 - (2) The TCRAB shall assist in the development of policies and procedures related to programming and facility use of the county's recreation facilities.
 - (3) Provide input for the county administrator's consideration in preparing a budget request for consideration by the board of county commissioners.
 - (4) Funding, ownership and maintenance of the Sports Complex will remain the board of county commissioners and their designee. The TCRAB shall make an annual report of its activities to the board of county commissioners.
- (Ord. No. 2011-01, 1-3-2011)



BOARD WORKSHOP

Agenda

8. THE BOARD TO DISCUSS POTENTIAL
PROJECTS FOR THE FDOT
TRANSPORTATION ALTERNATIVES
PROGRAM.



BOARD WORKSHOP

Agenda

9. THE BOARD TO DISCUSS CAPITAL PROJECTS AND FY 2016 CAPITAL IMPROVEMENT BUDGET.



BOARD WORKSHOP

Agenda

10. THE BOARD TO REVIEW SUGGESTED CHANGES TO ITS EMERGENCY SIREN POLICY.



Taylor County

Board of County Commissioners'

Policy Manual

Policy #:	Title:	Effective Date:
0.000	Emergency Siren Alerting and Maintenance	00/00/00

PURPOSE

Chapter 252.38, Florida Statutes, recognizes that safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state. The statute mandates the creation of an emergency management office for the purpose of carrying out the emergency management functions required by law, policy, and plan necessary to safeguard life and property. Emergency notification of the general public is one of these critical functions. The purpose of this policy is to provide written guidelines for activating and maintaining the County's emergency siren system.

REFERENCE

Taylor County Comprehensive Emergency Management Plan; Taylor County Flood and Sudden Coastal Surge Warning and Evacuation Plan; Taylor County Standard Operating Guideline: Emergency Notification and Warning; Chapter 252.38, Florida Statutes

POLICY

Siren Activation

To alleviate unnecessary and unsafe confusion, the County's sirens will only be activated should the hazard or event pose an immediate threat to the coastal area, satisfying one of the listed criteria. Generally, the sirens must only be used to alert residents to seek immediate shelter indoors. The sirens should not be used for any other purpose. The intent is not to notify individuals to evacuate the coast. Sirens will not be alerted at night unless one of the following criteria is met. Siren warning alerts may be combined with other warning message applications.

1. Tornado Warning issued for the coastal area of Taylor County protected by sirens.
(ALERT 2 MINUTES FOR EVERY 20 MINUTES THROUGHOUT THE LIFE OF THE NWS WARNING)
2. A tropical cyclone affecting Taylor County with sustained winds exceeding tropical storm force (>39 MPH).
(ALERT ONCE FOR 2 MINUTES)
3. A tropical cyclone affecting Taylor County with sustained winds exceeding hurricane force (>74 MPH).
(ALERT ONCE FOR 2 MINUTES)
4. A Flash Flood or Tsunami is imminent to coastal areas.
(ALERT 2 MINUTES FOR EVERY 20 MINUTES THROUGHOUT THE LIFE OF THE NWS WARNING)
5. Any other hazard requiring coastal residents to seek immediate shelter indoors.
(2 MINUTES)
6. The second Thursday of every month between 1000 and 1100 for live maintenance.
(ONE 30 SECOND ALERT PER SIREN)

Responsibility for Siren Activation

As the only agency charged with the 24-hour daily monitoring and warning of County first responders and hazards, the County Warning Point shall have the primary responsibility for activating the sirens should events or hazards satisfy the criteria listed above. The County Warning Point may seek and receive input from Emergency Management to validate the need for an emergency alert after hours. Emergency Management shall assist in siren activation during normal business hours and when staff is available to perform the task. Emergency Management will also conduct the routine testing of the system.

Siren Activation Procedure

There are four (4) coastal sirens within the Taylor County alert system. Each siren has a number identifier address that is associated within the system, which upon selection will send a command to that particular siren to operate. The system also has the ability to operate as a Public Address (PA) and allows the operator to give verbal instructions over the siren. The siren activation signal is transmitted via the Taylor County Public Works VHF south repeater system. Therefore the VHF radio that is connected to the siren controller must be set to the Public Works south repeater channel. All PA messages can be made over the radio microphone when the siren has been activated by the Whelen E747 controller.

Siren Addresses:

- 1 - Steinhatchee behind Sunset Cove
- 2 - Steinhatchee behind School
- 3 - Dekle Beach
- 4 - Keaton Beach Hodges Park
- ALL - Alerts all sirens at once

WARNING SIREN ACTIVATION PROCESS

Ensure that VHF radio is set to Public Works South frequency

Turn on E747 Controller then follow these steps;

- 1. Select the WAIL warning tone,
- 2. Enter the siren address you want to activate, or press ALL for all sirens,
- 3. Press SEND to activate warning, pushing the SEND button for 2 full seconds and when released listen for the radio channel to squelch indicating the repeater activated

WARNING SIREN CANCEL PROCESS

- 1. Select the CANCEL warning tone,
- 2. The siren to cancel should already be blinking
- 3. Press SEND to cancel warning (pushing SEND button for 2 full seconds)

SIREN SILENT TEST PROCEDURE

- 1. Select the SILENT TEST warning tone
- 2. Enter the siren address you want to activate, or press ALL for all sirens
- 3. Press SEND to activate warning, (pushing SEND button for 2 full seconds)

You should hear a DTMF tone come over the VHF radio. This reveals that the siren did receive the silent message from the repeater and talked back to it. If you do not hear the DTMF tone try SEND button again. Hearing the DTMF tone is a successful Silent Test. Cancel the test by following the Cancel Process.

Siren Maintenance

The Emergency Management Department shall be responsible for the maintenance of the siren system. The Emergency Management Department will:

Conduct one monthly live test of the system on the second Thursday of each month. During this live test the sirens will be alerted for one -30 second - alert. The live test will only be conducted during good weather conditions. If thunderstorms or other weather hazards are in the vicinity during the live test, then the test will be canceled and a silent test will be performed for that month.

Prior to testing, Emergency Management will notify the County Warning Point and Taylor County Fire Rescue that a scheduled test is to be conducted. Approximately 30 seconds before the live test an announcement over the siren public address system will be made stating, "The following siren alarm is a test of the Taylor

County Emergency Warning System. This is only a test.” Upon completion of the siren test a public address will follow notifying the public again that “This was a test of the Taylor County Emergency Warning System. This was only a test.”

Conduct weekly silent tests on or around every Thursday at 1000.

Replace defective parts as needed to ensure optimum and reliable operation.

RESPONSIBLE DEPARTMENT

Emergency Management

Sunset Date: 00/00/00 (Use this format)



BOARD WORKSHOP

Agenda

INFORMATIONAL ITEMS:

MEETING ADJOURNED