

AMENDED  
SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA  
REGULAR BOARD MEETING  
TUESDAY, OCTOBER 18, 2016  
6:00 P.M.  
201 E. GREEN STREET  
TAYLOR COUNTY ADMINISTRATIVE COMPLEX  
OLD POST OFFICE

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

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT. A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED ITEM.

1. Prayer
2. Pledge of Allegiance
3. Approval of Agenda

CONSENT ITEMS:

4. THERE ARE NO MINUTES FOR APPROVAL.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE MSTU FUND, AS AGENDAED BY COUNTY FINANCE.
7. THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL REPORT TO THE STATE OF FLORIDA, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

8. THE BOARD TO CONSIDER APPROVAL TO ADVERTISE FOR REQUESTS FOR PROPOSALS FOR THE TAYLOR COUNTY CLOSED LANDFILL MOWING AND FERTILIZING SERVICES, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

PUBLIC HEARINGS:

9. THE BOARD TO RECEIVE BIDS FOR HOUSING REHABILITATION SHIP AND RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM (RCMP), SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

PUBLIC REQUESTS:

10. JACK SMITH AND JIM FLEMING, DIVISION OF FORESTRY, TO APPEAR TO PRESENT THE 2015/2016 ANNUAL COOPERATIVE FORESTRY ASSISTANCE AND FOREST PROTECTION PROGRAM.

GENERAL BUSINESS:

11. THE BOARD TO CONSIDER APPROVAL OF A RENEWED EASEMENT AGREEMENT WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF FLORIDA VIA THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP), FOR THE KEATON BEACH NAVIGATIONAL CHANNEL AND TURNING BASIN, AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR.
12. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION IN SUPPORT OF TWO (2) LEGISLATIVE PRIORITIES OF THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

12-A. THE BOARD TO CONSIDER GRANT APPLICATION FOR REMOVAL OF DERELICT BOAT "LOUISA" FROM THE DOT RIGHT-OF-WAY IN STEINHATCHEE, AS AGENDAED BY STEVE SPRADLEY, EM DIRECTOR.

COUNTY STAFF ITEMS:

13. THE BOARD TO REVIEW AND APPROVE BID DOCUMENTS FOR THE STEPHENS SPRINGS RESTORATION PROJECT IN STEINHATCHEE, WHICH WILL BE FUNDED BY THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD) RIVER GRANT, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.

14. THE BOARD TO REVIEW AND APPROVE THE FLORIDA DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT (JPA) #217332-5-94-17 AND AUTHORIZING RESOLUTION, FOR THE CONSTRUCTION OF RESTROOM FACILITIES IN THE NEW CORPORATE AIRCRAFT STORAGE FACILITY AT PERRY FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.

COUNTY ADMINISTRATOR ITEMS:

15. THE BOARD TO REVIEW AND DISCUSS THE PROPOSED INITIAL MULTI-YEAR IMPLEMENTATION PLAN FOR RESTORE ACT DIRECT COMPONENT FUNDING, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
16. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

**FOR YOUR INFORMATION:**

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

R E S O L U T I O N

6

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2017, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2017.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$2,200	107-3422002	Firefighters Support Foundation (FSF) Grant
Expenditures:		
\$2,200	0208-55220	Tools & Implements

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 18th day of October, 2016 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2017 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman



\$2,200 grant received from the FSF for County Fire equipment purchases - 2017 FY

(MSU Fund)



# Firefighters Support Foundation

www.ffsupport.org

40 School Street  
Unit 8

Greenfield, MA 01301

Contact: Ralph Mroz, (413) 522-2993

## Equipment Grant Agreement

Please fill out, sign, .pdf, and email to [ralphmroz@comcast.net](mailto:ralphmroz@comcast.net)

(Review)  
107 -  
(FSF grant)  
77 support fund  
0208-55220  
(new)

Grant given to (name of organization): Taylor County B.O.C.C. - Fire Rescue

Grant amount: \$ 2,126.18

To be used to buy: (2) QRAE II Multi Gas Detectors with confined spaces kits

On behalf of the grantee, we agree to:

- Use the funds granted to us by FSF for the purpose described above within 90 days of receipt of them.
- Provide FSF copies of the receipts or invoices for the purchase of these materials within 14 days of delivery of the materials
- Provide FSF with a digital photo in .jpg format of our service members with or using them within 14 days of delivery of the materials.
- Let FSF use the photo and a description of the grant on its website.
- Make a concerted effort to share the equipment with other regional public safety agencies, if applicable.

If any FSF-granted funds are left over after purchasing this equipment, we agree to deposit them in the general operating account of the agency.

Date 9/6/2016

[Signature]  
Signature, Authorized Agency Representative

59-6000879

Agency EIN (tax number):

Dan Cassel / Fire Chief

Printed Name / Title

received & deposited  
10/7/16

Firefighters Support Foundation, Inc.

40 School Street, #10  
Greenfield, MA 01301

53-7054-2113

1289

Check Fraud  
Protection for Business

10-1-16  
date

Pay to the order of TAYLOR CT-1 F/R \$ 2200-

Two Thousand Two Hundred dollars



America's Most Convenient Bank®

for Replacement Equipment Grant  
Cassa

⑆211370545⑆ 8245417501⑆ 1289

MP

5-16  
FL  
Gas meter  
\$2500

**Firefighters Support Foundation (FSF)  
Equipment Donation Request Form**

RETURN THE COMPLETED FORM TO: FSF, 40 School Street, Suite 8, Greenfield, MA 01301  
We prefer to receive a hard copy, **single sided only**, rather than an electronic version.

What will happen after you mail this application in:

- You can assume we received it
- We will keep it on file for a year
- We make grants on a rolling basis (funds allowing) and will email you if you are selected
- Please note that we receive many more grant applications than we can fund

**Section I Requesting Agency**

1. Agency Name: Taylor County Board of County Commissioners - Taylor County Fire Rescue
2. Agency Head: Dan Cassel Fire Chief
3. Agency Mailing Address: 501 Industrial Park Drive Perry FL, 32348

**Section II Contact Information**

1. Name: Dan Cassel
2. E-mail address: DCassel@taylorcountygov.com  
(We normally communicate by email and require a working and regularly checked email address)
3. Phone with area code: 850-838-3522  
Best hours to call: Mon-Fri 8-5                      Time zone: Eastern

**Section III Agency Profile**

1. Number of total firefighters or EMTs in agency: 37
2. Number of full-time firefighters or EMTs: 13
3. Number of part-time or volunteer firefighters or EMTs: 24
4. Size of population served by agency (number): 22,857
5. Approximate square miles of primary responsibility: 1,232
6. Annual revenue for the political jurisdiction that you serve: Fire Rescue 2016 Budget 1,132,226

### **Section IV Equipment Requested**

1. List the requested items here or on a separate sheet.

Item 1/Qty/price: Q rae II Multi gas Detector / 2 / \$788.09 each

Item 2/Qty/price: Confined space kit for Q rae II / 2 / \$275 each

Item 3/Qty/price:

2. On a separate page:

- Describe the agency's need for these items.
- Explain how the requested equipment will increase officer safety.
- Discuss why the items are not available through federal or state grants.

3. We have a preference for funding items that can be shared on a regional basis. On a separate sheet, please explain how you plan to do that.

### **If Your Application is Fulfilled**

Should FSF fulfill your grant application, here's what will happen:

- 1) We will let you know you have been selected.
- 2) We will ask for a quote from a vendor for the funded item(s).
- 3) After we receive the quote we will email you an agreement to sign in which you agree to:
  - Use the funds for your stated purpose within 90 days
  - Provide us with copies of the receipts for the purchased items
  - Send us a digital picture of the items, preferably with FFs/EMTs using them
  - Give us permission to post the grant information and picture on our website.
- 4) After we receive the signed agreement, we will mail you the check.

## **Section IV 2.**

Within Taylor County Florida there are many different business that pose a hazard to the responding fire fighters. These include pulp mills, munitions plants, water treatment facilities, propane industries, natural gas plant and transmission mainlines, industrial gas sales facilities, and unknown cargo transported on the four highways throughout the county. Our department has be able to purchase small personal diffusion type monitors and appropriate two pumped type 4 gas monitor in order to provide safety to responders and excel the level of service they provide to the community. The problem we are facing is the is the diffusion type monitors are less reliable and rely on wind or hire level before activation and the pumped style we currently use is less reliable and failing from their age. One of the pumped air monitors was recently removed from service due to a malfunction and was unserviceable. The pumped units were received from another department that had upgraded to a current model.

The department budget that was shown on the cover page is the net total (\$1,132,226). Of this \$929,234 is dedicated to personal costs and \$67,487 was a single year capital budget to replace failing apparatus. The remain budget left for operating costs leaves little to purchase the additional equipment such as requested. That is why additional fund sources such as grants like this are vital to our operation.

If these monitors are received our fire fighters will have reliable tools available to them that meet all current standards of performance. It goes without saying that all hazardous material incidents pose an increased level of danger that may be unseen to the naked eye.

Although Federal and State grants specific to equipment may include items such as these largely these are not rewarded because they are not deemed essential equipment. We do apply for these grants but in the past we have not requested items such as fire fighter turn out gear or fire hose as opposed to these monitors to better the chance of receiving the needed funding.

## **Section IV 3.**

Our department responds mutual aid to many of our neighboring partners and would provide this equipment as they would need. Many of the departments such as the city municipality in our county are not equipment with this type of equipment and we regularly respond or offer our service to them.

Dan Cassel  
Fire Chief

## Tammy Taylor

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**From:** Dan Cassel <ps.director@taylorcountygov.com>  
**Sent:** Friday, October 07, 2016 8:28 AM  
**To:** Tammy Taylor (ttaylor@taylorclerk.com)  
**Subject:** Fire Rescue - Grant

Good morning

I received a small grant from the fire Fighter Support Foundation to purchase some gas detectors. The check was mailed to me so I am going to send it over to you this morning along with a copy of the grant application and agreement. You will see the application request was for \$2,126 but on the check they rounded up to an even \$2,200. If possible I would like to put it in 0192- 55220.

Thanks

Dan Cassel  
Fire Chief

Office 850-838-3522  
Fax 850-838-3524  
Cell 850-295-1141

*Set up  
New Cost  
Center for grant*

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**

THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL REPORT TO THE STATE OF FLORIDA, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

**MEETING DATE REQUESTED:**

OCTOBER 18, 2016

**Statement of Issue:** THIS BUDGET REPORT IS REQUIRED EACH YEAR AND EXACTLY MIRRORS THE BOARD'S BUDGETS FOR 0281 AND 0277 AS APPROVED BY THE BOARD.

**Recommended Action:** RATIFY THE CO ADMINISTRATOR'S SIGNATURE

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

**Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:** COPY OF THE BUDGET



Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services  
**ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL**

Submit to:  
Mosquito Control Program  
3125 Conner Blvd, Bldg 6

ADAM H. PUTNAM  
COMMISSIONER

Section 388.361, F.S. and 5E-13.027(1), F.A.C.  
Telephone: (850) 617-7995; Fax (850) 617-7969

County or District Taylor

FISCAL YEAR: OCTOBER 1, 2016 - SEPTEMBER 30, 2017

**RECEIPTS**

Acct #	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	\$38,257.00	\$38,257.00	\$0.00
334.1	State Grant	\$32,467.00	\$0.00	\$32,467.00
362	Equipment Rentals	\$0.00	\$0.00	\$0.00
337	Grants and Donations	\$0.00	\$0.00	\$0.00
361	Interest Earnings	\$0.00	\$0.00	\$0.00
364	Equipment and/or Other Sales	\$0.00	\$0.00	\$0.00
369	Misc./Refunds (prior yr expenditures)	\$0.00	\$0.00	\$0.00
380	Other Sources	\$0.00	\$0.00	\$0.00
389	Loans	\$0.00	\$0.00	\$0.00
<b>TOTAL RECEIPTS</b>		<b>\$70,724.00</b>	<b>\$38,257.00</b>	<b>\$32,467.00</b>
Beginning Fund Balance		\$0.00	\$0.00	\$0.00
<b>Total Budgetary Receipts &amp; Balances</b>		<b>\$70,724.00</b>	<b>\$38,257.00</b>	<b>\$32,467.00</b>

**EXPENDITURES**

Acct #	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	\$37,747.00	\$14,891.00	\$22,856.00
20	Personal Services Benefits	\$14,492.00	\$4,913.00	\$9,579.00
30	Operating Expense	\$125.00	\$125.00	\$0.00
40	Travel & Per Diem	\$0.00	\$0.00	\$0.00
41	Communication Serv	\$600.00	\$600.00	\$0.00
42	Freight Services	\$0.00	\$0.00	\$0.00
43	Utility Service	\$275.00	\$275.00	\$0.00
44	Rentals & Leases	\$0.00	\$0.00	\$0.00
45	Insurance	\$1,000.00	\$1,000.00	\$0.00
46	Repairs & Maintenance	\$1,600.00	\$1,600.00	\$0.00
47	Printing and Binding	\$0.00	\$0.00	\$0.00
48	Promotional Activities	\$0.00	\$0.00	\$0.00
49	Other Charges	\$100.00	\$100.00	\$0.00
51	Office Supplies	\$430.00	\$430.00	\$0.00
52.1	Gasoline/Oil/Lube	\$3,900.00	\$3,900.00	\$0.00
52.2	Chemicals	\$9,955.00	\$9,923.00	\$32.00
52.3	Protective Clothing	\$200.00	\$200.00	\$0.00
52.4	Misc. Supplies	\$0.00	\$0.00	\$0.00
52.5	Tools & Implements	\$0.00	\$0.00	\$0.00
54	Publications & Dues	\$300.00	\$300.00	\$0.00
55	Training	\$0.00	\$0.00	\$0.00
60	Capital Outlay	\$0.00	\$0.00	\$0.00
71	Principal	\$0.00	\$0.00	\$0.00
72	Interest	\$0.00	\$0.00	\$0.00
81	Aids to Government Agencies	\$0.00	\$0.00	\$0.00
83	Other Grants and Aids	\$0.00	\$0.00	\$0.00
89	Contingency (Current Year)	\$0.00	\$0.00	\$0.00
99	Payment of Prior Year Accounts	\$0.00	\$0.00	\$0.00
<b>TOTAL BUDGET AND CHANGES</b>		<b>\$70,724.00</b>	<b>\$38,257.00</b>	<b>\$32,467.00</b>
0.001	Reserves - Future Capital Outlay	\$0.00	\$0.00	\$0.00
0.002	Reserves - Self-Insurance	\$0.00	\$0.00	\$0.00
0.003	Reserves - Cash Balance to be Carried Forward	\$0.00	\$0.00	\$0.00
0.004	Reserves - Sick and Annual Leave Trans Out	\$0.00	\$0.00	\$0.00
<b>TOTAL RESERVES ENDING BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
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<b>ENDING FUND BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

I certify that the budget shown was adopted on this 22<sup>nd</sup> Day of September 20 16

SIGNED: [Signature]  
Chairman of the Board, or Clerk of Circuit Court

APPROVED: State of Florida Department of Agriculture and Consumer Services, Mosquito Control Program

SIGNED: \_\_\_\_\_  
Mosquito Control Program



Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services  
**ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL**

Submit to:  
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ADAM H. PUTNAM  
COMMISSIONER

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<b>ENDING FUND BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

I certify that the budget shown was adopted on this 17th Day of September 20 16

SIGNED: [Signature]  
Chairman of the Board, or Clerk of Circuit Court

APPROVED: State of Florida Department of Agriculture and Consumer Services, Mosquito Control Program

SIGNED: \_\_\_\_\_

Mosquito Control Program

# TAYLOR COUNTY BOARD OF COMMISSIONERS

8

## County Commission Agenda Item

### SUBJECT/TITLE:



BOARD TO CONSIDER APPROVAL TO ADVERTISE PROPOSED REQUEST FOR PROPOSALS FOR THE TAYLOR COUNTY CLOSED LANDFILL MOWING AND FERTILIZING SERVICES.

### MEETING DATE REQUESTED:

October 18, 2016

### Statement of Issue:

As part of its long-term care requirements for the Taylor County Closed Landfill, the Board of County Commissioners periodically enters into a contract for mowing and fertilizing the maintained areas of the landfill site. This maintenance activity ensures that a healthy vegetative protective cover will be continue to be available throughout the life of the facility.

**Recommended Action:** The Board should approve advertisement of the proposed Request for Proposals for the Taylor County Closed Landfill Mowing and Fertilizing Services.

**Fiscal Impact:** FISCAL YR 2015/16 - \$8,600

**Budgeted Expense:** YES

**Submitted By:** ENGINEERING DEPARTMENT **Contact:** COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

#### History, Facts & Issues:

The FDEP issued Permit Number 0013295-003-SF that required continuous monitoring and maintenance of the Taylor County Closed Landfill for a twenty (20)-year long-term care period that began on April 11, 1996. Although long-term monitoring ended April 2016, Taylor County continues to maintain the vegetative cover to ensure the longevity of the site. As part of that maintenance, Taylor County contracts mowing and fertilizing the collection and monitoring areas of the landfill property. The current contract expired September, 2016. This Agenda item addresses replacement of that contract.

Staff has prepared the attached request for proposals (RFP) to solicit up to a three-year proposal to mow and fertilize the maintained areas of the landfill property. The term of the proposed contract is a two-year original term with a single year renewal provision. Under the terms of the contract, the Landfill will be mowed on May 1, July 1, August 15 and September 15 of a given year. Fertilizing will occur during May and September mowing cycles.

Staff recommends that the Board approve the proposed Request for Proposals for the Taylor County Closed Landfill Mowing and Fertilizing Services.

#### Options:

- 1) Approve the proposed scope of work for advertisement to solicit RFPs.
- 2) Revise the proposed scope of work prior to advertising for RFPs.
- 3) Reject the proposed scope of work, state reasons for denial and discontinue the project.

#### Attachments:

Proposed Request for Proposal package

## **BID DOCUMENTS**

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# **Taylor County Landfill Mowing and Fertilizing**

**Taylor County, Florida  
2016-017-ENG**

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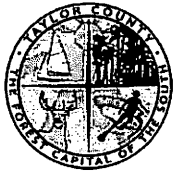
**October 2016**

**Prepared for:**

**Taylor County Board of County Commissioners  
108 N. Jefferson St.  
Perry, Florida 32347**

**Prepared by:**

**Taylor County Engineering  
201 East Green St.  
Perry, Florida 32347  
(850) 838-3500**

MALCOLM PAGE  
District 1JIM MOODY  
District 2JODY DEVANE  
District 3PAM FEAGLE  
District 4PATRICIA PATTERSON  
District 5

# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3506 Phone  
(850) 838-3549 FaxDUSTIN HINKEL, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 FaxCONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

## INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for **Taylor County Closed Landfill Mowing and Fertilizing** services.

Qualified firms or individuals desiring to provide the required products or services must submit **five (5)** packages in a sealed envelope or similar package marked "**Sealed Proposal for Taylor County Closed Landfill Mowing and Fertilizing**" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida, to arrive no later than **4:00 P.M.**, local time, on **November 18, 2016**. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at **5:XX P.M.** local time, or as soon thereafter as practical, on **November 21, 2016**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information may be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506 or downloaded on-line at <http://www.taylorcountygov.com/bids/index.html>.

The County reserves the right, in its sole and absolute discretion, to reject any or all Proposals, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the proposal price pursuant to Taylor County Ordinance No. 2003-12. **No faxed Proposals will be accepted.**

Additional information may be obtained from:

**Taylor County Engineering**  
201 East Green Street  
Perry, FL 32347  
(850) 838-3500

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

## INSTRUCTIONS TO BIDDERS

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### ARTICLE 1 - DEFINED TERMS

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1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this project will be the *Taylor County Clerk of Courts located at 1<sup>st</sup> Floor Courthouse, 108 N. Jefferson St., Suite 102, Perry, FL.* Bidding procedures will be administered at the *Taylor County Administrative Complex located at 201 East Green St, Perry, FL.*
- B. *Bidder*-- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.
- C. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

### ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

---

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

## ARTICLE 3 - QUALIFICATIONS OF BIDDERS

---

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Notice of Award, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

[A. Valid Business/Contractor Licensing/Registration Information]

[B. Proposed Subcontractor's Valid Business/Contractor Licensing/Registration Information]

## ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

---

4.01 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.02 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

E. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## ARTICLE 5 – PRE-BID CONFERENCE

---

5.01 A pre-Bid conference will not be held for this project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising during the advertisement period. Oral statements may not be relied upon and will not be binding or legally effective.

## **ARTICLE 6 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

---

6.01 If the Bid Form or Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall submit a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

6.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement.

6.03 The Successful Bidder shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

6.04 The Successful Bidder shall not award work to Subcontractor(s) in excess of the limits stated.

6.05 Any proposed Subcontractors shall provide proof of current licensure in the related trade category for the work they will be performing. Further, all proposed Subcontractors shall be required to meet the same insurance requirements as that required for the Bidder either through an employee relationship or separate coverage. Failure to provide proof of current licensure and/or insurance will be considered a violation of contract terms and conditions and result in termination of award.

## **ARTICLE 7 - PREPARATION OF BID**

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7.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer or the Issuing Office.

7.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

7.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

7.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

7.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

7.06 A Bid by an individual shall show the Bidder's name and official address.

7.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

7.08 All names shall be typed or printed in ink below the signatures.

7.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

7.10 The address and telephone number for communications regarding the Bid shall be shown.

7.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

## ARTICLE 8 - BASIS OF BID; COMPARISON OF BIDS

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### 8.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

## ARTICLE 9 - SUBMITTAL OF BID

---

9.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following data:

- [A. Certificates of Liability Insurance or Agency Statement]
- [B. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State]
- [C. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)]

- [D. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) ]
- [E. Non-Collusion Affidavit]
- [F. Valid Business/Contractor Licensing/Registration Information]
- [G. Proposed Subcontractor's Valid Business/Contractor Licensing/Registration Information]
- [H. List of Proposed Subcontractors and portion of work provided (Include: Contact Info, Scope of proposed work, Value of work, % of total)]
- [I. List of Proposed Suppliers (Include: Contact Info, List of proposed supplies, Value of supplies, % of total)]
- [J. List of Project References]

9.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "***Taylor County Closed Landfill Mowing And Fertilizing.***" Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

9.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**

9.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.

9.05 Incomplete Bid proposals that do not provide the required information and/or the required number of copies, may be deemed incomplete by the Board of County Commissioners and not considered during the Bid Evaluation.

## ARTICLE 10 - MODIFICATION AND WITHDRAWAL OF BID

---

10.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

10.02 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

## ARTICLE 11 - OPENING OF BIDS AND ACCEPTANCE

---

11.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

11.02 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## ARTICLE 12 – EVALUATION OF BIDS AND AWARD OF CONTRACT

---

12.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

12.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the bid price pursuant to Taylor County Ordinance No. 2003-12.

12.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

12.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

12.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

12.06 Owner may conduct such investigations as Owner deems necessary to establish the capability, responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

12.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

## ARTICLE 13 - INSURANCE

---

13.01 All Proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing the coverage(s) required, listing Taylor County as an additional insured, or a sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next lowest respondent who meets all proposal specifications. Workers' Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.

- |    |  |                  |
|----|--|------------------|
| 1. | <i>Workers' Compensation, and related coverages:</i> |                  |
| a. | <i>State</i>   | <i>Statutory</i> |
| b. | <i>Applicable Federal (e.g., Longshoreman's)</i>     | <i>Statutory</i> |
| c. | <i>Employer's Liability</i>                          | <i>\$100,000</i> |

2. *General Liability which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:*
  - a. *General Aggregate* \$1,000,000
  - b. *Products – Completed Operations Aggregate* \$1,000,000
  - c. *Personal and Advertising Injury* \$1,000,000
  - d. *Each Occurrence (Bodily Injury and Property Damage)* \$1,000,000
  - e. *Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.*
  - f. *Excess or Umbrella Liability*
    - 1) *General Aggregate* \$1,000,000
    - 2) *Each Occurrence* \$1,000,000
  
3. *Automobile Liability:*
  - a. *Bodily Injury:*
    - 1) *Each person* \$1,000,000
    - 2) *Each Accident* \$1,000,000
  - b. *Property Damage:*
    - 1) *Each Accident* \$ 500,000
  - c. *Combined Single Limit of* \$1,000,000
  
4. *The Contractual Liability coverage shall provide coverage for not less than the following amounts:*
  - a. *Bodily Injury:*
    - 1) *Each Accident* \$1,000,000
    - 2) *Annual Aggregate* \$1,000,000
  - b. *Property Damage:*
    - 1) *Each Accident* \$1,000,000
    - 2) *Annual Aggregate* \$1,000,000

## ARTICLE 14 - SIGNING OF AGREEMENT

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14.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## ARTICLE 15 - CONTRACTS TO BE ASSIGNED

---

15.01 Owner as “buyer” will execute a contract with the successful Bidder as “seller” for the procurement of goods and/or special services for Taylor County Closed Landfill Mowing And Fertilizing. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the “seller”, who will become a Subcontractor to Contractor.

15.02 Bidders may examine the contract documents for the procurement of goods and special services for Project at the Issuing Office.

## TECHNICAL SPECIFICATIONS

### I. SUMMARY

The work shall consist of furnishing all labor and equipment required to cut and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos), and water retention areas. Additionally, the access road ditch lines, shoulders, and black slopes, and water retention basins shall also be mowed and fertilized to the limits indicated.

### II. GENERAL CONDITIONS

1. The Bidder must make a personal inspection of the entire site prior to the submittal of his/her bid to verify dimensions and conditions. The Taylor County Engineering Department will be available to visit the site with any, and all, bidders upon request. Please call (850) 838-3500, Ext. 104 to arrange an appointment for a site visit. Failure to inspect site will not serve as just cause for changes due to unknown conditions.
2. The Bidder's proposal shall include the total cost of all necessary labor, materials and equipment required to accomplish this project, within the time specified and at the price stated in the bid proposal. Omission of any excluded cost will not serve as justification for a future change order request.
3. All requests for payment shall be reviewed for approval upon receipt of an original invoice on company letterhead. Faxed invoices will not be accepted. All work must be inspected for satisfactory completion prior to processing requests for payment. Any work or portion of the work found to be unsatisfactory and not meeting the terms of the agreement will be noted for correction within 10 days of the date the work was due to be completed. Work found to be unsatisfactory more than once per cycle may serve as grounds for termination of the agreement.
4. The Taylor County Finance Department will only process invoices two (2) times per month. Invoices must be submitted to Finance on or before the Monday of the week prior to the upcoming Board of County Commissioners meetings.
5. An Application for Payment with Engineer's recommendations will be presented to the County for consideration at one of the bi-monthly meetings. If the County finds the Application for Payment acceptable, the recommended amount less any reduction determined necessary by the Board will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.
6. The Bidder's proposal shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.
7. The County will provide Project Representative Services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays.
8. The authorized representative shall be given no less than 48 hours prior notice of the actual starting time and date of each mowing/trimming operation and fertilizing.
9. The following individuals, in the listed order, will be the responsible agent(s) for the County:

Dustin Hinkel, County Administrator  
Kenneth Dudley, County Engineer  
Gary Wambolt, Environmental Services  
Hank Evans, Public Works Director

10. The Contract awarded as a result of this solicitation shall run from October 1, 2016, through September 30, 2018. Such contract may be extended at the County's option one additional year, through September 30, 2019.

### III. PROJECT SPECIFICATIONS

1. The work shall consist of furnishing all labor, equipment and supplies required to cut and fertilize all grassed areas depicted on the attached drawing, including the three closed landfill cells, (Class I/III, Liquid, and Asbestos), as shown including tops of the cells, slopes of cells, and storm water retention areas. Additionally, the access road ditch lines, shoulders, and black slopes, and storm water retention basins shall be mowed and fertilized to the designated limits. (See attached drawing.)
2. The tops of the cells contain a liner below the surfaces. Therefore, the Contractor must not use any equipment that will damage the finished grade of the tops of these cells. Any damage caused to the cells, gas vents, or the liners under the surface of the tops of the cells will be repaired at the Contractor's expense.
3. No open fire or smoking will be allowed on or around the cells containing the gas vents.
4. The Contractor shall use caution when mowing or fertilizing so as not to damage any areas due to excessive ground wetness and/or standing water. Contractor shall notify the Engineering Department when such conditions exist such that the work may be rescheduled. No additional cost will be allowed for rescheduling.
5. All mowed areas shall be completed to a cut height of no greater than 4 inches. The area to be mowed/trimmed is approximately 22.89 acres.
6. The Contractor shall use a plastic-string weed-eater when trimming along the filter-point mats in the storm water swales and around all gas vents on the tops of the Class I/III and Liquid cells to protect the structures from damage by mowing equipment used during the grass cutting. To avoid potential damage, Contractor shall maintain a 24" riding equipment/tractor clear zone around each gas vent.
7. The Contractor shall use a broadcast spreader to distribute a 10-10-10 (Nitrogen-Phosphorous-Potassium) pellet fertilizer at a rate of 250 lb/acre during the May mowing cycle and a 5-10-15 pellet fertilizer at a rate of 200 lb/acre during the September mowing cycle. Contractor shall submit proposed fertilizer for approval prior to application and must provide product purchase information (sales receipt indicating amount and type of fertilizer purchased) and one package label to the Engineering Department with invoicing after completing these cycles as proof of proper material and usage. Non-homogenous fertilizer is acceptable.
8. Non-grassed retention pond bottoms, concrete filter point mats and limerock roadways shall not be included in the fertilizing operation. All other areas shall be fertilized at the specified rates. The area to be fertilized is approximately 21.61 acres.
9. The Contractor shall mow and trim the entire designated area within 10 days of the dates listed below:  

Year 1:	May 1, July 1, August 15, and September 15, 2017
Year 2:	May 1, July 1, August 15, and September 15, 2018
Year 3:	May 1, July 1, August 15, and September 15, 2019; if renewed

However, the County reserves the right to increase the number of cutting cycles to as many as six (6) per year. Any additional cuttings will be as directed, in writing, by the County.

### IV. JOB SITE CONDITIONS

1. Contractor shall be responsible for cleaning and removing any trash left by the Contractor at the job site at the conclusion of each mowing/fertilizing cycle and upon request of a County representative based on accumulated debris. Contractor is responsible for a clean job-site upon completion.

# BID FORM

## Taylor County Closed Landfill Mowing And Fertilizing

2016-017-ENG

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### ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*Taylor County Board of County Commissioners  
Clerk of Court  
1<sup>st</sup> Floor Courthouse, Suite 102  
108 North Jefferson St.  
Perry, Florida 32347*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

### ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
---------------------	----------------------

_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

**4.01** Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

#### **ARTICLE 5 – BASIS OF BID**

**5.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**MOWING / TRIMMING**

Item	Description	Quantity (Acre)	Unit Price	Bid Amount
1	Cycle 1 Mowing/Trimming (May 1)	22.89	\$ _____	\$ _____
2	Cycle 2 Mowing/Trimming (July 1)	22.89	\$ _____	\$ _____
3	Cycle 3 Mowing/Trimming (August 15)	22.89	\$ _____	\$ _____
4	Cycle 4 Mowing/Trimming (September 15)	22.89	\$ _____	\$ _____
5	<b>Total Annual Cost</b>			\$ _____
6	Extra Cycle – Mowing/Trimming	22.89	\$ _____	\$ _____

**FERTILIZING**

Item	Description	Quantity (Acre)	Unit Price	Bid Amount
1	Cycle 1 Fertilizing (May 1 w/ 10-10-10)	21.61	\$ _____	\$ _____
2	Cycle 2 Fertilizing (September 15 w/ 5-10-15)	21.61	\$ _____	\$ _____
3	<b>Total Annual Cost</b>			\$ _____

**EXTRA CYCLE MOWING/TRIMMING:** Owner reserves the right to request up to two (2) additional mowing and trimming cycles during the term of the contract due to excessive grass and/or weed growth. Provide cost for completing each extra cycle in the designated space above.

Bidder acknowledges that payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates specified or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.
- 6.03 Bidder accepts that the Term of this project will be from October 1, 2010, through September 30, 2012. This project will allow for a one-year renewal based on Contractor performance and project administration and available funding. Such renewal will be at the discretion of the County.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Certificate of Liability Insurance or Agency Statement
  - B. Declaration Page from Workers' Compensation Insurance or Exemption Issued by the State of Florida
  - C. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)

- D. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- E. Affidavit of Non-Collusion
- F. Valid Business/Contractor Licensing/Registration Information
- G. Proposed Subcontractor's Valid Business/Contractor Licensing/Registration Information
- H. List of Proposed Subcontractors and portion of work provided (Include: Contact Info, Scope of proposed work, Value of work, % of total)
- I. List of Proposed Suppliers (Include: Contact Info, List of proposed supplies, Value of supplies, % of total)
- J. List of Project References

## ARTICLE 8 – DEFINED TERMS

- 8.01** The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions. Any remaining terms not identified will have the meanings stated in the General Conditions; *EJCDC C-700 Standard General Conditions of the Construction Contract*.

## ARTICLE 9 – BID SUBMITTAL

- 9.01** This Bid submitted by:

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

### A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in FLORIDA is \_\_\_\_/\_\_\_\_/\_\_\_\_.A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_. (If applicable)

**HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT**

COMES NOW, \_\_\_\_\_ (Contractor), after having obtained a State of Florida Workers' Compensation Exemption Certificate, a copy of which is attached hereto and marked Exhibit "A", and in Consideration of Taylor County (Owner) having accepted said Worker's Compensation exemption and Owner having agreed for Contractor to proceed with the following project, to-wit:

*Taylor County Closed Landfill Mowing and Fertilizing  
Taylor County, Florida*

***Taylor County Closed Landfill Mowing and Fertilizing Contract:*** The intent of this contract is to secure all labor and equipment required to mow and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos) and the associated stormwater retention facilities. Additionally, the access road-side swales, shoulders and back slopes shall be mowed and fertilized to the designated limits.

The term Contractor is hereby defined to include all owners, managing members, employees and successors contractually obligated to perform the above project.

The term Owner is hereby defined to include Taylor County Board of County Commissioners, its directors, employees, attorney(s), and designated representatives

1. Contractor hereby agrees to indemnify, hold harmless and defend Owner from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result any injury while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. Contractor also hereby agrees to indemnify, hold harmless and release Owner, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. Contractor hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.

4. Contractor hereby agrees that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. Contractor hereby agrees that they have relied on the legal advice of an attorney and that they fully understand this agreement and have voluntarily executed same.

DONE AND EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, \_\_\_\_\_, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Accepted by Taylor County, Florida this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_.

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)

Whose business address is \_\_\_\_\_

\_\_\_\_\_ and

(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_,  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: \_\_\_\_\_.)

3. My name is \_\_\_\_\_ and my relationship to the entity  
name above is \_\_\_\_\_.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF TAYLOR)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)  
of \_\_\_\_\_ the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____	By: _____
Witness	Signature
_____	_____
Witness	Print Name and Title

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_)

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of \_\_\_\_\_, personally appeared (Name(s) of individual(s) who appeared before notary) \_\_\_\_\_ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or type as commissioned)

\_\_\_\_ Personally known to me, or

\_\_\_\_ Did take an oath, or

\_\_\_\_ Personal identification:

\_\_\_\_ Did Not take an oath.

\_\_\_\_\_  
Type of Identification Produced

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
(STIPULATED PRICE)**

THIS AGREEMENT is by and between Taylor County Board of County Commissioners

(Owner) and \_\_\_\_\_

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

*The intent of this contract is to secure all labor and equipment required to mow and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos) and the associated stormwater retention facilities. Additionally, the access road-side swales, shoulders and back slopes shall be mowed and fertilized to the designated limits.*

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

*This project is to be bid as a lump sum project, with per cycle mowing and fertilizing items priced separately as specified on the Bid Proposal.*

**ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION**

3.01 The Project has been designed by:

Taylor County Engineering  
201 East Green St.  
Perry, FL 32347  
Phone: 850.838.3500 Fax: 850.838.3501

3.02 The Project will be administered by:

Taylor County Engineering  
201 East Green Street  
Perry, Florida 32347

(Engineer and Project Administrator), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### ARTICLE 4 - CONTRACT TIMES

##### 4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

##### 4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work shall be ready for final payment within 10 days of the day(s) specified within the contract documents.

##### 4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the time(s) specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$100.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 The Term of this project will be from October 1, 2010, through September 30, 2012. A one-year renewal provision may be available based on Contractor performance and project administration and available funding. Such renewal will be at the discretion of the County.

#### ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum (excluding extra mowing cycles) of:

	(\$ <u>      </u> )
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of EJCDC C-700, 2002 Edition.

#### ARTICLE 6 - PAYMENT PROCEDURES

##### 6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of EJCDC C-700, 2002 Edition. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

#### 6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

### ARTICLE 7 - INTEREST

7.01 All moneys not paid when due shall bear interest at the rate of One percent (1%) per annum.

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- E. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

### ARTICLE 9 - CONTRACT DOCUMENTS

#### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 6, inclusive).
  - 3. General Conditions.
  - 4. Scope of Work.
  - 6. Drawings consisting of 1 sheet(s) with each sheet bearing the following general title: Taylor County Closed Landfill Mowing And Fertilizing [or] the Drawings listed on attached sheet index.
  - 7. Addenda (numbers \_\_\_ to \_\_\_, inclusive).

8. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages \_\_\_ to \_\_\_, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - c. .
  9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Order(s).1
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- E. The Requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized by a Field Order, Engineer's approval of a Shop Drawing or Sample or a written clarification or interpretation.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

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

### 10.03 Successors and Assigns

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

### 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree

that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 Termination

A. Either party, upon thirty (30) days written notice hereunder, may terminate services under this Contract in the event of substantial failure by the other party. In the event of any termination, the Contractor shall be paid for services performed prior to such date of the notice of termination. Notwithstanding anything herein to the Contract, either party shall have the right and without cause to terminate this Contract by giving the other party sixty (60) days notice of such termination. Upon such termination, the Contractor shall be paid for all services performed prior to the date of such termination.

#### 10.06 Other Provisions

A. Venue for all disputes arising from this contract shall be Taylor County, Florida.

**IN WITNESS WHEREOF**, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

#### OWNER:

Taylor County Board of County Commissioners

By: Dustin Hinkel

Title: County Administrator

*[COUNTY SEAL]*

Attest: Annie Mae Murphy

Title: Taylor County Clerk of Court

Address for giving notices:

108 North Jefferson St., Suite 102, Perry, FL 32347

OR

P.O. Box 620, Perry, FL 32348

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

#### CONTRACTOR:

By: \_\_\_\_\_

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

*[CORPORATE SEAL]*

Attest: \_\_\_\_\_

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

Address for giving notices:

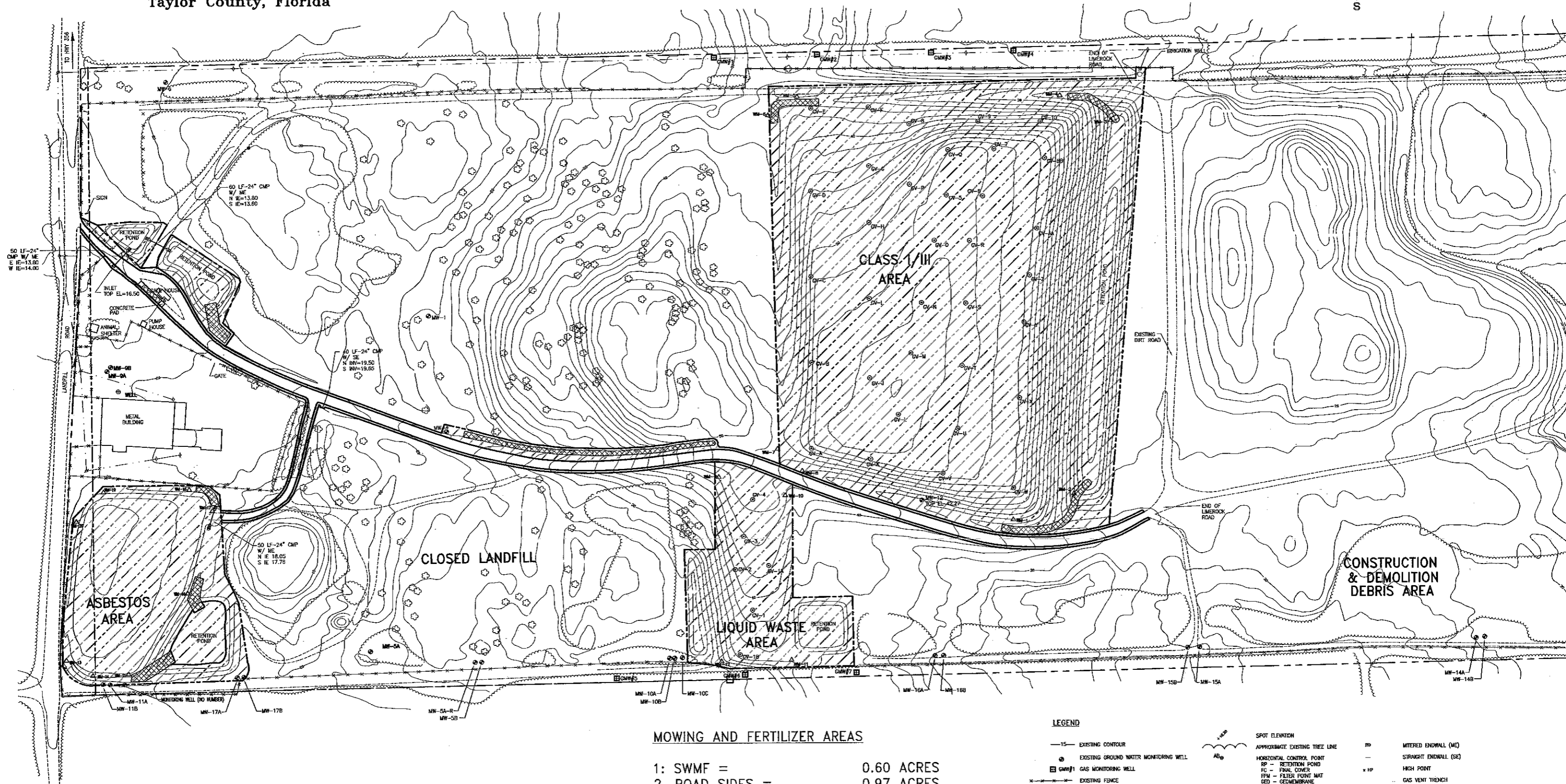
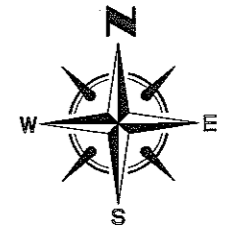
License No.: \_\_\_\_\_

(Where applicable)

Agent for service or process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

**TAYLOR COUNTY LANDFILL**  
**MOWING AND FERTILIZER LIMITS**  
 Sections 22 & 23  
 Township 5 South, Range 6 East  
 Taylor County, Florida



**MOWING AND FERTILIZER AREAS**

1: SWMF =	0.60 ACRES
2. ROAD SIDES =	0.97 ACRES
3. ASBESTOS AREAS =	3.26 ACRES
4. LIQUID CELL =	2.35 ACRES
5. CLASS 1/III CELL =	15.72 ACRES
<b>TOTAL</b>	<b>22.89 ACRES</b>

OMIT FPM FROM FERTILIZER = 1.28 ACRES

**LEGEND**

15	EXISTING CONTOUR	AB	SPOT ELEVATION	MB	MITERED ENDWALL (ME)
○	EXISTING GROUND WATER MONITORING WELL	AB	APPROXIMATE EXISTING TREE LINE	—	STRAIGHT ENDWALL (SE)
□ GMP#1	GAS MONITORING WELL	RP	HORIZONTAL CONTROL POINT	x HP	HIGH POINT
—	EXISTING FENCE	RP	RETENTION POND	—	GAS VENT TRENCH
—	PROPERTY LINE	FC	FINAL COVER	—	EXISTING ROAD
—	LIMITS OF FINAL COVER	FPM	FILTER POINT MAT	—	POWER POLES
▨	FILTER POINT MAT	GD	GEOMEMBRANE	—	OVERHEAD POWERLINE
		○	EXISTING GAS VENT		
		■	CONCRETE MONUMENT		
		△	WASTE MARKERS		
		□	CATCH INLET		

SCALE 1" = 200'

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to receive Bids at 6:00 p.m. for the rehabilitation of three homes through the SHIP Program and two homes through the RCMP program.

**MEETING DATE REQUESTED:**

October 18, 2016

**Statement of Issue:** Board to receive bids for the below listed individuals who are qualified and their homes are eligible to receive rehabilitation assistance through the SHIP or RCMP Program.

**SHIP Program**

Ollie Glanton, 120 S. Beverly Street, Perry, FL  
Chandra Woodfaulk, 400 N. Folsom Street, Perry, FL  
Leola Johnson, 107 W. Swift Street, Perry, FL

**RCMP Program**

Laquita Dunnell, 1325 US 98 W, Perry, FL  
M. C. Reddin, 327 2<sup>nd</sup> Street, Perry, FL

**Recommended Action:** Board to receive bids. A recommendation of bid awards will be made to the Board at the November 7, 2016 meeting.

**Fiscal Impact:** Not applicable. The projects are 100% funded through the SHIP and RCMP grant programs.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The proposed recipients and their home has been qualified for rehabilitation through the SHIP and RCMP Program. Staff will make a recommendation of bid awards to the

**Board at the November 7, 2016 meeting. The Bid Committee will be Jay Moseley with Government Service Group, Jami Boothby, and Melody Cox.**

**Attachments: Not applicable at this time.**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO HEAR THE 2015/2016 ANNUAL COOPERATIVE FORESTRY ASSISTANCE AND FOREST PROTECTION PROGRAM PRESENTATION BY JACK SMITH AND JIM FLEMING.

**MEETING DATE REQUESTED:**

OCTOBER 18, 2016

**Statement of Issue:** BOTH JACK SMITH, FOREST AREA SUPERVISOR, AND JIM FLEMING, SENIOR FORESTER, WILL MAKE THE PRESENTATION TO THE BOARD.

**Recommended Action:**

**Fiscal Impact:** N/A

**Budgeted Expense:**

**Submitted By:** JACK SMITH, 850-838-5037

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:** FLORIDA FOREST SERVICE ANNUAL REPORT

FLORIDA FOREST SERVICE  
PERRY DISTRICT  
(850) 223-0750  
(850) 223-0792 FAX



618 PLANTATION ROAD  
PERRY, FLORIDA 32348

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**  
**COMMISSIONER ADAM H. PUTNAM**

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September 7, 2016

Honorable Lonnie Houck  
Taylor County Commissioner  
201 East Green St.  
Perry, FL 32348

Dear Mr. Houck:

Attached are the 2015/2016 fiscal year activity reports from the Florida Forest Service for the Forest Protection Program and the Cooperative Forestry Assistance Program for Taylor County.

These reports identify the major forestry activities that occurred throughout Taylor County for the period of July 1, 2015 through June 30, 2016.

Should there be any questions or comments regarding this material, please do not hesitate to call this office at 850-223-0755.

Sincerely,

**Adam H. Putnam**  
**Commissioner of Agriculture**

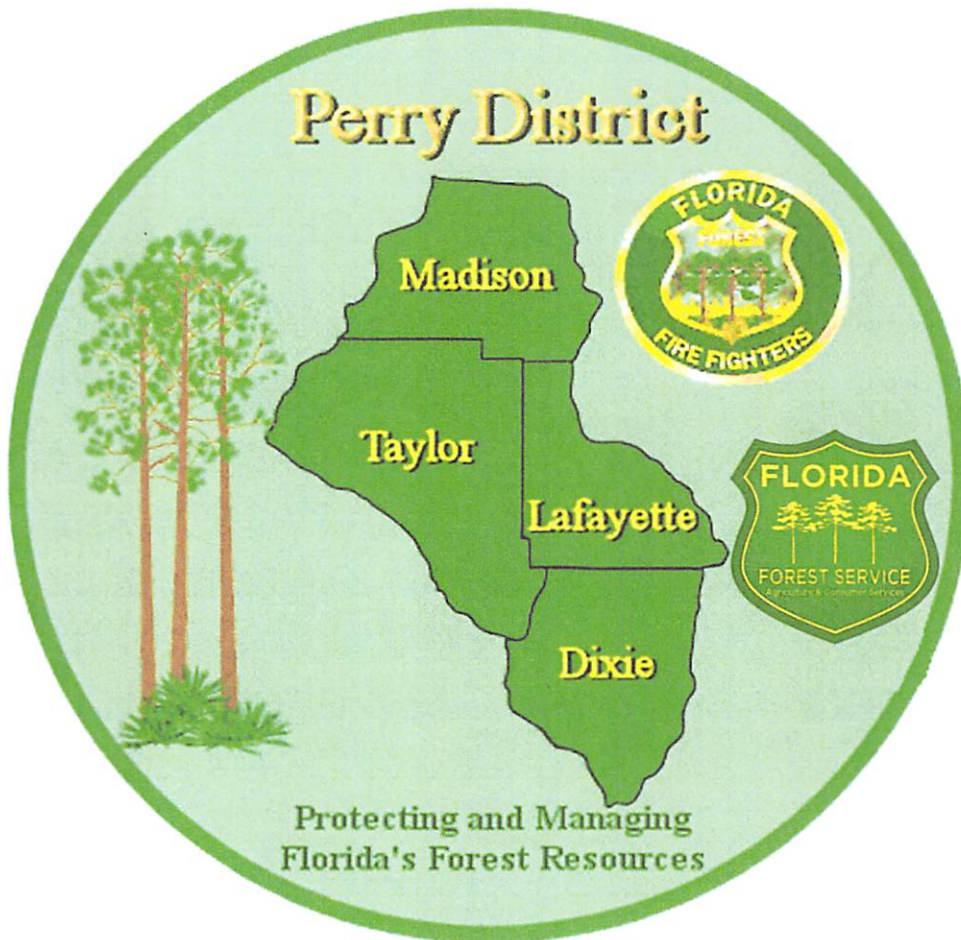
Eric K. Black  
District Manager  
Florida Forest Service

cc: Board of County Commissioners, Taylor County  
Forest Management Bureau, FFS  
Forest Protection Bureau, FFS

# FLORIDA FOREST SERVICE ANNUAL REPORT

## COOPERATIVE FORESTRY ASSISTANCE AND FOREST PROTECTION PROGRAMS

### TAYLOR COUNTY, FLORIDA



In accordance with the Cooperative Agreement between the Taylor County Board of County Commissioners and the Florida Forest Service, we are pleased to submit this report covering the activities of the Cooperative Forestry Assistance Program and Forest Protection Program for the 2015-2016 fiscal year, covering the period of July 1, 2015 to June 30, 2016.

#### **Introduction**

The mission of the Florida Forest Service is to protect Florida and its people from the dangers of wildland fire and manage the forest resources through a stewardship ethic to assure they are available for future generations.

Our vision is to accomplish this mission with the key value of earning the public trust through serving people. The Florida Forest Service envisions a leadership role to ensure that natural resources will be managed in a way that perpetuates their special character and meets the changing social and economic needs of the people who live and visit here. It will assume a strong advocacy role for public safety to meet the challenges of wildland fires facing Florida. The strategies employed to accomplish this mission are as follows:

- Provide leadership to protect forests, wildlands, and the public from the destructive effects of wildfire.
- Promote sound forest management practices, which maintain the integrity of the environment and provide for Florida's future natural resource needs.
- Educate the public about the importance of Florida's forests and promote the renewal and protection of these resources.
- Manage public lands for their unique character and to provide multiple public benefits.
- Encourage Florida's communities to establish and perpetuate their urban forests.
- Encourage family forest owners to attain their forestland management goals with guidance and technical assistance that promotes good land stewardship principles.
- Improve the quality of service through the training and development of our people – our single greatest resource. This leadership will encourage innovation, excellence and freedom for personal growth.



### **Forest Protection Program**

The Florida Forest Service provides wildland fire protection in Taylor County through a cooperative agreement with the county. This agreement ensures a complete understanding of the commitment between Taylor County and the Florida Forest Service for emergency response. The county operating plan is a working document that outlines the capabilities and responsibilities of each cooperating agency including timber cooperators. The public benefits when all agencies establish coordinated efforts to handle the same emergency. Additionally, we look for support from emergency service organizations to implement wildland/urban interface mitigation programs throughout the entire year. With the help of the county commission, we will ensure that the citizens have the protection they need from wildland fires.

The Florida Forest Service maintains four Type-2 tractor-plow units, two Type-1 tractors, a 300 gallon brush truck, a 750 gallon brush truck, a 5,000 gallon water trailer and a 750 gallon all-terrain vehicle to scout and suppress wildland fires within the county. In addition, the Florida Forest Service Rural Community Fire Protection Program continues to provide equipment to fire departments at little or no cost to them to help them meet their emergency needs.

### Wildfire Activity

During the past fiscal year, Florida Forest Service personnel responded to a total of 23 wildfires in Taylor County. These fires burned approximately 1,340 acres. These numbers represent a lower number of fires with an increase in the number of acres from the previous year when 70 wildfires burned a total of 156 acres. Tide Swamp Fire was 1,032 acres. In addition, the support given to the FFS by the Taylor County Commission, Taylor County Fire-Rescue, local volunteer fire departments and cooperators was, once again, very instrumental in helping to limit the impact of wildfires on Taylor County residents.

<b>WILDFIRES BY CAUSE - TAYLOR COUNTY</b>		
<b>JULY 1, 2014-JUNE 30, 2015</b>		
<b>CAUSES</b>	<b>FIRES</b>	<b>ACRES</b>
Lightning	8	1,216.4
Campfires	1	0.2
Smoking	1	0.1
Debris Burning	12	49.8
Incendiary	9	32.4
Equipment	5	20.4
Railroad	0	0
Children	2	0.2
Unknown	4	5.3
Miscellaneous	11	15.8
<b>TOTAL</b>	<b>53</b>	<b>1340.6</b>

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program, the Florida Forest Service issues burning authorizations for agricultural, silvicultural

and rural land clearing purposes to the residents of Taylor County. Through this authorization process, the FFS is better able to regulate and ensure proper and safe outdoor burning. The FFS believes that compliance with open burning laws through a comprehensive burning authorization process as well as aggressive pre-suppression and prescribed burning programs are all essential components of a strong forest protection program.

Over the past fiscal year, a total of 738 burn authorizations were issued in Taylor County. These authorizations included 11,264 acres and 2,112 authorized piles. In addition, FFS personnel provided landowner assistance for 1 pre-suppression fireline plowing request. FFS personnel also completed 4 wildfire mitigation projects on 219 acres of land that reduced the threat of wildfire damage.

<b>BURN AUTHORIZATIONS - TAYLOR COUNTY</b>			
July 1, 2014 – June 30, 2015			
TYPE	AUTHORIZED FIRES	AUTHORIZED ACRES	AUTHORIZED PILES
Agricultural	108	1,286	286
Silvicultural	164	9,870	779
Land Clearing	466	108	1,047
<b>TOTAL</b>	<b>738</b>	<b>11,264</b>	<b>2,112</b>

On-site inspections are conducted by FFS personnel prior to burn authorizations being issued to landowners who are requesting an authorization for the first time and for authorizations being requested in smoke sensitive areas. These on-site inspections ensure that distance setbacks, adequate equipment and proper control measures are being taken prior to burn authorizations being issued. Last fiscal year, a total of 40 onsite inspections were performed in Taylor County. In addition, compliance checks are often performed to ensure compliance with safe burning practices and legal requirements.

## **Fire Prevention**

Central to the Florida Forest Service's fire prevention efforts is its relationship with local citizens through schools, businesses, civic organizations, volunteer fire departments and local governments to help reduce the number of wildfires.

Last fiscal year, the Florida Forest Service participated in a total of 42 different programs in Taylor County. These events included the Florida Forest Festival, Special Olympics Torch Run, Relay for Life, Fiddler Crab Festival and the Taylor County High School Homecoming Parade.



Numerous Smokey programs were also conducted at the local elementary schools and day care facilities. Through all of these efforts, it is estimated that the FFS message of fire prevention was delivered to 25,000 people in Taylor County.



We held our first Operation Outdoor Freedom scallop/fishing event in Steinhatchee on July 19th thru 21<sup>st</sup> for seven wounded veterans, whom of two were from the Vietnam War era.

## **Rural Community Fire Protection**

The Rural Community Fire Protection Program is a partnership in which the Florida Forest Service provides local volunteer fire departments with surplus equipment for the purpose of supporting the wildland firefighting efforts. Taylor County is an outstanding example of what can be accomplished through this program. With the support of the Taylor County Commission, local volunteer fire departments have been able to effectively use this equipment to protect the citizens of Taylor County. During this fiscal year, Taylor County was approved for \$4,330 under a Title IV grant that was administered by the FFS to purchase and PPE for Taylor County Volunteer Fire Departments.

## **San Pedro Bay Landowners Association**

The San Pedro Bay Landowners Association (SPBLA) consists of landowners, land managers, state agencies, county governments and other interested parties working together as a unified team in forest resource protection. SPBLA members share a common interest in managing, protecting and promoting forest resources in and around the San Pedro Bay area with a stewardship ethic to ensure that these resources will be available for future generations. The role of the Florida Forest Service is to provide technical assistance to the members of the SPBLA. During the past fiscal year, the annual SPBLA meeting was held on April 8<sup>th</sup> at the M.A. Rigoni's Cook House.

## **Cooperative Forestry Assistance Program**

The services provided by the county forester range from simple tree species identification and insect/tree disease diagnosis to the preparation of complex, comprehensive, multiple-use forest management plans for private, non-industrial forest landowners of Taylor County. Some of the more commonly-provided services include:

- landowner assistance
- presentation of public information and education
- administration of federal cost-share programs
- assistance with state lands management
- wildfire suppression assistance

### **Landowner Assistance**

During the 2015-2016 fiscal year, the county forester made 79 assists to the residents of Taylor County involving approximately 3500 acres of land. This work included:

- forest management plan development
- insect and disease detection and treatment
- cost-share program applications and administration
- tree planting equipment rental
- information dissemination regarding:

- future management
- thinning
- site preparation
- reforestation,
- seedling sources and availability
- existing timber stand management
- forest products marketing
- Forest Stewardship & Tree Farm Programs
- fertilization
- regeneration failure
- fire lane and boundary line establishment and maintenance
- prescribed burning assistance
- Florida's Best Management Practices
- species identification
- and, forest services vendors.

#### Forest Information and Education

Last fiscal year, Perry District personnel were actively involved in several forestry and environmental education activities. These activities included:

- the FFA State Forestry Contest which is held annually in Perry at the Taylor County IFAS Extension Complex and Forest Capital Museum State Park
- the FFA District 3 Contest at Gateway College in Lake City
- the FFA Forestry Summer Camp at O'Leno State Park
- participation in local festivals and events, including the Florida Forest Festival, Fiddler Crab Festival, and the Master Gardener's Annual Plant Sale to provide outreach and information .
- submission of news articles to local newspapers to keep Taylor County residents informed on various forestry related topics.

#### Federal Assistance Programs

The Forest Stewardship Program encourages forest landowners to practice multiple-use resource management. This program provides a wide array of technical assistance and management advice through a comprehensive Forest Stewardship Plan which is available to landowners owning more than 20 acres at no cost or obligation. New enrollment in this voluntary program this past fiscal year totaled one landowner with 252 acres. There are currently sixty-eight Taylor County landowners enrolled in the program with total ownership of over 16,250 acres.

The Southern Pine Beetle Prevention and Assistance Program focuses on reducing risks of southern pine beetle outbreaks by encouraging proactive forest management. It provides funds for thinning operations, underbrush removal, prescribed burning and planting of longleaf and slash pine. Either longleaf pine or slash pine planting is specified due to the better resistance

of these species to southern pine beetle. Of the seven applications received in Taylor County for this assistance funding during this period, none were approved. One contract requiring an extension of time from last year was completed.

The Environmental Quality Incentives Program (EQIP) is administered by the Natural Resources Conservation Service (NRCS). The Conservation Reserve Program (CRP) is administered by the Farm Service Agency. Each of these programs provides opportunities for technical advice and cost-sharing assistance to forest landowners in Taylor County. EQIP funds a host of forestry-related practices including wildlife management enhancement practices. As a result of the 2014 Farm Bill, opportunities exist for cost-sharing expenses for woodland management practices through both the EQIP and CRP programs. Through a Memorandum of Agreement, the county forester provides technical advice on forestry practices under both the EQIP and CRP programs. One EQIP tree planting inspection requiring the services of the county forester were requested this period.

### Forest Health

This year, for the first time in over a decade, there were several spots of southern pine beetle detected or reported in Taylor County. These all apparently begun as a single infestation months earlier, were unreported (we eventually found out about them by chance, as one of our pilots was transiting the area and spotted the activity), and eventually spread into an estimated area encompassing about 60 acres. Several small spots (2 of 2 acres, one of 5 acres) subsequently developed around the periphery of this larger area. These smaller areas have been controlled; the large area is being allowed to run its course.

As in previous years, an annual aerial survey of the county was conducted in order to identify any major bark beetle infestations. Other than the activity referenced above, no additional spots of concern were identified.

The county forester performed five other forest health inspections relating to pine bark beetles in Taylor County during the past fiscal year, mostly in late 2015. As is commonly the case, all these were typical of the routine small outbreaks of the less aggressive species of bark beetles - including the *Ips* spp. engraver beetles and black turpentine beetles. These were all harvested or contained with little additional loss to forest resources.

### Urban Forestry

For the 24rd consecutive year, the City of Perry earned the Tree City, USA designation. The Tree City, USA program recognizes cities for their efforts in maintaining a healthy urban forest. The county forester worked closely with the City of Perry Tree Board and administration, providing urban forestry advice and assistance when needed.

Arbor Day was celebrated with tree-planting ceremonies at Perry Elementary School and a tree give-away program at the Perry's Farmer's Market complex in partnership with the Taylor County Master Gardeners.

## State Lands Management

The Florida Forest Service is not the lead managing agency on any state-owned land within Taylor County. However, forestry assistance is extended to other state agencies such as the Florida Fish and Wildlife Conservation Commission, Department of Corrections, and the Suwannee River Water Management District. The county forester is available to assist with timber management activities, such as insect and disease identification and control, timber sale and regeneration information, and prescribed burning recommendations on these properties.

## Training

To better serve the residents of Taylor County, the county forester attended several training courses during the past fiscal year. These included instruction in groundcover restoration, herbicides, the iTree Canopy & Design application, and the Natural Resources Conservation Service's (NRCS) requirements for becoming a Technical Service Provider.

In addition, the county forester attended the Florida Forest Service's annual Cooperative Forestry Assistance workshop where the following topics were discussed:

- Forest Health – Herbicide Use and Damage
- Southern Pine Growth-and-Yield Model
- Longleaf Pine Ecosystem Geo-database
- Forest Stewardship reporting and mapping
- Regional Conservation Partnership Program (NRCS)
- Forest Stewardship reporting (SMART, PRISM)
- EQIP and CRP program updates and projections
- Tree Farm program updates
- Champion Tree program
- an overview of CFA program offerings and updates
- Regional Conservation Partners Program (NRCS)

In total, more than 50 hours of training were completed with the aim of providing better service to the residents of Taylor County.

## Conclusion

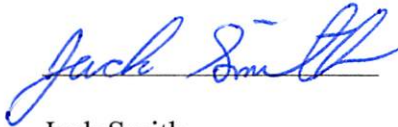
The primary goal of the CFA project in Taylor County for the new fiscal year remains unchanged. Through the office of the county forester, the Florida Forest Service will continue to increase the visibility of the services which are provided to the citizens of Taylor County. Through this exposure, more people will be made aware of the value and importance of timber production and natural resource management.

The Florida Forest Service is proud of the investment it has made in the natural resources of Taylor County and its ability to assist the residents of the county. Fire prevention and suppression will continue to be a major focus of this agency due to an ever increasing

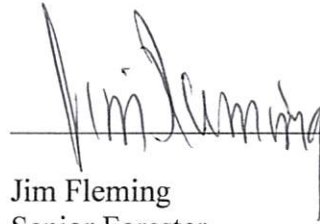
population. Through the Cooperative Forestry Agreement, the Florida Forest Service will continue to provide sound forest management advice to both the citizens and local governments of Taylor County.

It is our policy to maintain an effective level of service and make any necessary improvements as needs are identified to serve the citizens of Taylor County. For that reason, the Board of County Commissioners of Taylor County is requested to provide comments or suggestions to assist the Florida Forest Service in providing the best service possible.

Respectfully submitted,



Jack Smith  
Forest Area Supervisor  
Florida Forest Service  
618 Plantation Road  
Perry, FL 32348  
850/223/0781



Jim Fleming  
Senior Forester  
Florida Forest Service  
618 Plantation Road  
Perry, FL 32348  
850/223/0780

(11)

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**

THE BOARD TO CONSIDER APPROVAL OF A RENEWED EASEMENT AGREEMENT WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF FLORIDA VIA THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE KEATON BEACH NAVIGATIONAL CHANNEL AND TURNING BASIN, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

OCTOBER 18, 2016

**Statement of Issue: THE ORIGINAL 30 YEAR EASEMENT AGREEMENT EXPIRES NOVEMBER 18, 2016.**

**Recommended Action: APPROVE THE RENEWAL**

**Fiscal Impact: MAINTENANCE COSTS**

**Budgeted Expense:**

**Submitted By: COUNTY ADMINISTRATOR 850-838-3500 X 7**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues: THE FIRST AGREEMENT WAS A 30 YEAR AGREEMENT. THE NEW CONTRACT PROPOSES A 50 YEAR AGREEMENT. THIS PERTAINS SOLELY TO THE NAVIGATIONAL CHANNEL AND TURNING BASIN AT KEATON BEACH.**

**Options:**

**Attachments: THE ORIGINAL AGREEMENT AND THE NEWLY PROPOSED AGREEMENT. EMAIL.**

From: Jones, Sue [mailto:Sue.Jones@dep.state.fl.us]  
Sent: Thursday, September 22, 2016 10:57 AM  
To: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>  
Cc: Bradshaw, Randolph (Hunter) <Hunter.Bradshaw@dep.state.fl.us>; Kipp, James  
<James.Kipp@dep.state.fl.us>  
Subject: 620865069-Easement No 27918 Taylor county Florida

RE: Keaton Beach navigational Channel-easement renewal

To whom it may concern:

The referenced easement will expire November 18, 2016. Therefore attached is an easement renewal instrument, which requires acceptance by notarized signature of Jody Devane as Chair of the Board of County Commissioners (two witnesses required). Pursuant to Chapter 695, Florida Statutes, the names of the person executing the instrument, the two witnesses, and the notary public must be legibly printed or typewritten directly below that person's signature.

Please have the instrument executed and any additional information requested returned within 30 days after receipt of this e-mail notice to the Department of Environmental Protection, Mail Station 125, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. Upon receipt and acceptance, we will transmit the instrument for final departmental execution and a fully executed instrument will be returned to you at that time.

Your assistance is greatly appreciated.

This Instrument Prepared By:  
M. Sue Jones  
Action No. 30723  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

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SOVEREIGNTY SUBMERGED LANDS EASEMENT RENEWAL

BOT FILE NO. 620865069  
EASEMENT NO. 27918(3707-62)

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Taylor County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 35,  
Township 07 South, Range 07 East, in Gulf of Mexico,  
Taylor County, Florida, as is more particularly described  
and shown on Attachment A, dated November 3, 1986 and July 11, 1988.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from November 18, 2016, the effective date of this easement renewal. The terms and conditions on and for which this easement renewal is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for a public navigational channel and turning basin. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

4. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

5. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

6. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

7. LIBILITY/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

8. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

9. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Taylor County  
201 East Green Street  
Perry, Florida 32347

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

10. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

11. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 9 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

12. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

13. AMENDMENTS/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

14. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

15. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

16. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

17. SPECIAL EASEMENT CONDITIONS:

A. The Grantee shall ensure that all spoil material is used in compliance with the dredge fee waiver provision set forth in Chapter 18-21.011(3)(c)1, Florida Administrative Code, or that if said provisions are not met, subsequent authorization for any other use is received from the Grantor and that appropriate fees are remitted to the Grantor consistent with the severed dredge material fee schedule in effect at that time.

B. The Grantee shall obtain Board of Trustees' approval prior to any removal of spoil material from the site.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

\_\_\_\_\_  
Original Signature

(SEAL)

\_\_\_\_\_  
Print/Type Name of Witness

BY: \_\_\_\_\_  
Cheryl C. McCall, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the  
Board of Trustees of the Internal Improvement Trust Fund of the  
State of Florida

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State  
of Florida. She is personally known to me.

APPROVED AS SUBJECT TO PROPER EXECUTION:

  
\_\_\_\_\_  
DEP Attorney                      9/17/16                      Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No.

WITNESSES:

Taylor County, Florida. (SEAL)  
a political subdivision of the State of Florida,  
By its Board of County Commissioners

\_\_\_\_\_  
Original Signature

BY: \_\_\_\_\_

Original Signature of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

Jody DeVane

Typed/Printed Name of Executing Authority

\_\_\_\_\_  
Original Signature

Chair

Title of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

"GRANTEE"

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
Jody DeVane as Chair, for and on behalf of the Board of County Commissioners of Taylor County, Florida. He is personally  
known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name

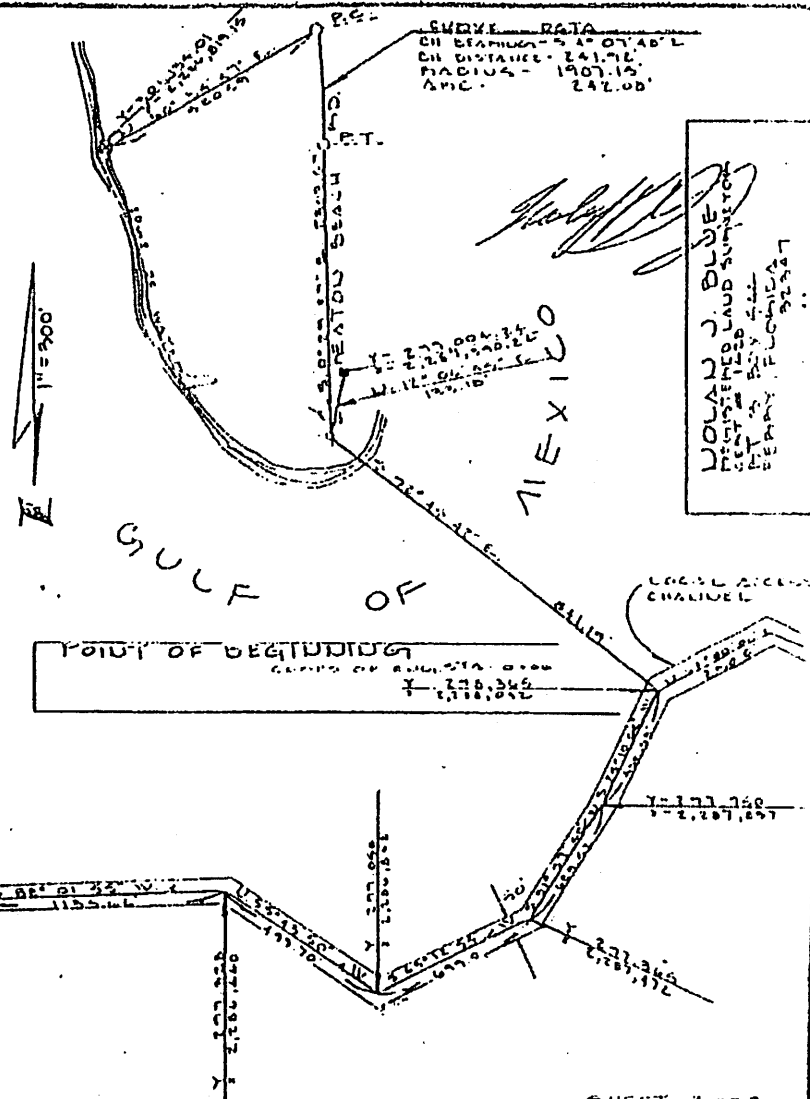
SHEET 1 OF 2

Description for a 50 foot channel, the center-line being described as follows:

Commence at State Plane Coordinate Number 7933 located in the NW 1/4 of the SW 1/4 of Section 35, T7S, R7E, Keaton Beach, Taylor County, Florida. Thence run N 60° 34' 47" E 580.59 feet to a point on the center-line of Keaton Beach Road, said point being the P.C. of a curve; thence run on a chord bearing of S 4° 07' 48" E, chord distance 241.92 feet, radius of 1907.15 feet, arc distance 242.08 feet to the P.T. of said curve; thence run S 0° 29' 37" E 2303.67 feet along the center-line of said Keaton Beach Road; thence run S 52° 45' 42" E 841.19 feet for a POINT OF BEGINNING; thence run S 25° 10' 04" W 458.53 feet; thence run S 31° 57' 40" W 689.52 feet; thence run E 63° 12' 54" W 699.0 feet; thence run N 55° 43' 50" W 493.7 feet; thence run E 22° 01' 55" W 1135.66 feet; thence run N 20° 30' 34" W 1006.77 feet; thence run N 22° 43' 49" W 2015.20 feet; thence run S 79° 42' 27" W 2065.23 feet; thence run S 24° 10' 13" W 3977.57 feet; thence run E 78° 43' 40" W 1483.61 feet to the end of the channel. Containing 14.40 acres.

I hereby certify the survey represented hereon complies with the minimum standards pursuant to 21-MNH, F.A.C.

November 2, 1986



SHEET 2 OF 2.

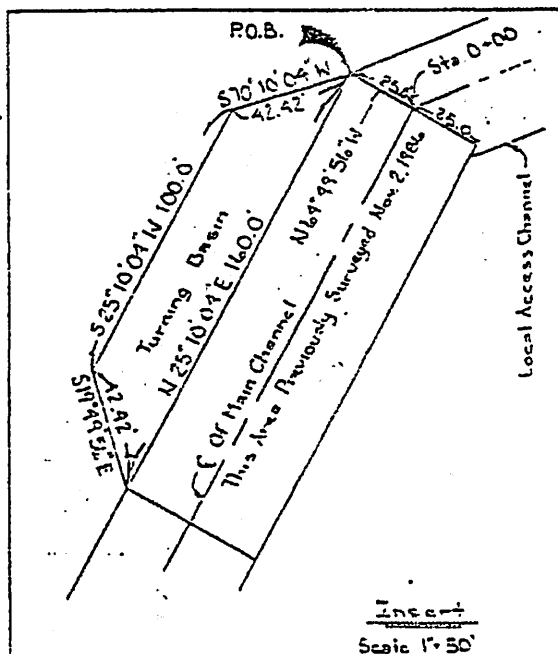
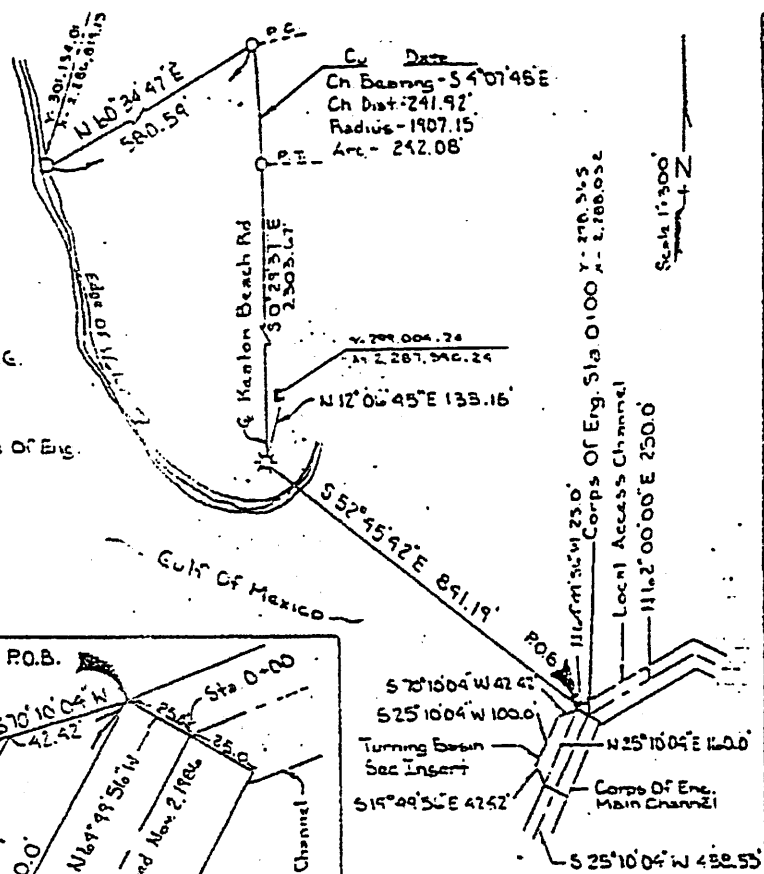
## Attachment A

Page 7 of 8 Pages

Easement No. 27918(3707-62)

BOT No. 620865069

- Legend
- - Conc. Mon. 7933 U.S.C.G.
  - - Cap
  - ✕ - Nail & Cap
  - - Conc. Mon. KBC-1 Corps Of Eng.
  - /- - Not To Scale



# DESCRIPTION:

Description for turning basin being described as follows: Commence at State Plane Coordinate Number 7933 located in the NW 1/4 of Section 35, T7S, R7E, Heaton Beach, Taylor County, Florida. Thence run N 60° 34' 47" E 580.59 feet to a point on the center-line of Heaton Beach Road; said point being the P.O. of a curve; thence run on a chord bearing of S 4° 07' 48" E, chord distance 241.92 feet, radius of 1907.15 feet, arc distance 242.08 feet to the P.T. of said curve; thence run S 0° 29' 57" E 2303.67 feet along the center-line of said Heaton Beach Road; thence run S 52° 45' 42" E 841.19 feet; thence run N 64° 49' 56" W 25.0 feet for the POINT OF BEGINNING; thence from said POB run S 70° 10' 04" W 42.42 feet; thence run S 25° 10' 04" W parallel with the westerly line of the main channel 100.0 feet; thence run S 19° 49' 56" E 42.42 feet to a point on the westerly line of said channel; thence run N 25° 10' 04" E along the westerly line of the main channel 160.0 feet to the POINT OF BEGINNING. - Containing .059 acres.

I hereby certify that the survey represented hereon complies with the minimum standards pursuant to 21-22, F.A.C.

July 11, 1988

*Nolan J. Blue*  
 NOLAN J. BLUE, REGISTERED LAND SURVEYOR #1428  
 Rt. 3 Box 544  
 Perry, Florida 32347

APPROVED - FLDNR / BSM

Date: 7/27/88

Attachment A  
 Page 8 of 8 Pages  
 Easement No. 27918(3707-62)  
 BOT No. 620865069

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LAND EASEMENT

NO. 27918(3707-62)

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor, pursuant to action on November 18, 1986.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the Grantee, an easement on, under and across the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section(s) 35, Township 7 South, Range 7 East, in the Gulf of Mexico, Taylor County, more particularly described and shown on Attachment(s) A, dated November 3, 1986 and July 11, 1988.

TO HAVE THE USE OF the hereinabove described premises for a period of 30 years from November 18, 1986, the effective date of this easement. The terms and conditions on which this easement is granted, including any special terms and conditions as listed on Attachment(s) B, are as follows:

1. That the above described parcel of land shall be used solely for a public navigation channel and turning basin and the Grantee shall not engage in any activity except as described in the Florida Department of Environmental Regulation Permit No. 620865069 dated June 27, 1986, attached hereto as Attachment(s) C, and made a part hereof.

2. In the event the land herein described shall cease to be used for said purposes, then the easement hereby granted covering said land shall terminate without notice from the Grantor.

3. The rights hereby conferred shall be subject to (a) any and all prior rights of the United States; and (b) any and all prior grants by the Grantor in and to submerged lands situated within the limits of the easement hereinabove described.

4. The Easement granted to the named Grantee shall not be transferred without prior consent of the Grantor.

SLE-5

5. The Grantee agrees that upon expiration of this easement, all permission granted upon the hereinabove described lands shall cease and terminate, the Grantee shall remove all structures and equipment occupying said lands and erected thereon at the Grantee's expense.

6. Renewal of this easement is at the sole option of the Board of Trustees or its legally designated agent. Such renewal is subject to the terms, conditions and provisions of current management standards and applicable laws, rules and regulations in effect at that time. The Grantee shall apply for renewal of this easement by submitting a written statement to the Grantor at least 30 days before the expiration date of said easement. If the Grantee fails to apply for a renewal within this timeframe, or in the event the Board does not grant a renewal, the Grantee shall vacate the premises and remove all structures and equipment occupying and erected thereon at his expense.

7. That no title to said land is conferred by this instrument.

8. That the Grantee herein will not damage said lands or unduly interfere with public or private rights therein.

9. The Grantee hereby covenants and agrees to investigate all claims of every nature at its expense, and to indemnify, defend and hold and save harmless the Grantor and/or the State of Florida from all claims, actions, lawsuits and demands arising out of this easement, to the extent allowed by law.

10. Grantor and Grantee agree that Grantor has venue privilege as to any litigation arising from matters relating to this easement. Therefore, any such litigation between Grantor and Grantee shall be initiated only in Leon County, Florida.

11. The Grantee hereby agrees that the above described parcel of land shall be subject to inspection by the Grantor or its designated agent at any reasonable time.

12. This easement shall be non-exclusive. The Grantor, or its duly authorized agent, shall retain the right to enter the lands subject to the easement and to engage in management activities not inconsistent with the uses herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of the easement agreement.

13. That the Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns, running with the land.

14. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor after notice in writing to the Grantee. Upon receipt of such notice the Grantee shall undertake to correct such noncompliance(s) or violation(s) for which the Grantor has given notice within thirty (30) days of receipt of the notice or the Grantor, at its option, shall be entitled to terminate this easement and, if terminated, all of the above described parcel of land shall revert to the Grantor.

15. This easement agreement is subject to the automatic reversion to the Grantor of the easement and the cessation and termination of this easement agreement when, in the opinion of

the Grantor the easement is not utilized for the purposes outlined in this easement agreement, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by the Grantee.

16. The State Lands Administrator, Submerged Lands Section, Bureau of State Lands Management, shall be the Contract Manager.

17. NOTICE: The erection of any permanent or temporary structures, including but not limited to additions to the approved structures, all structures whose use is not water-dependent, fences, docks or pilings, without consent or authority from the Board, shall be a violation of Chapter 253, Florida Statutes, and subject to administrative fines under Rule 18-14, Florida Administrative Code.

18. Grantee shall record a fully executed easement instrument in the official records of the county in which the land is located and furnish the Board with a copy of the recorded easement indicating the book and page at which the easement is recorded.

IN TESTIMONY WHEREOF, the legally designated agent of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, has hereunto subscribed his name and has caused the official seal of the Board to be hereunto affixed, in the City of Tallahassee, on this 30th day of November, A.D., 1988.

TO BE COMPLETED BY GRANTOR OR LAWFULLY DESIGNATED AGENT

(SEAL)

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

BOARD OF TRUSTEES OF THE  
INTERNAL IMPROVEMENT TRUST  
FUND OF THE STATE OF FLORIDA

WITNESS:

Virginia L. Curry  
Patricia J. Pratt

By: Percy W. Mallison Jr.  
DIRECTOR, DIVISION OF STATE  
LANDS DEPARTMENT OF NATURAL  
RESOURCES, AGENT FOR THE  
BOARD OF TRUSTEES OF THE  
INTERNAL IMPROVEMENT TRUST FUND

STATE OF FLORIDA  
COUNTY OF LEON

Before me personally appeared Percy W. Mallison Jr. to me well known and known to me to be the person who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 30th day of November, A.D., 1988.

My commission expires: May 24, 1990

Diane C. Rogowski  
Notary Public  
State of Florida at Large

APPROVED AS TO FORM AND  
LEGALITY:

Eugene L. McCaffrey Jr.  
DNR Attorney

Cash Thompson  
DNR Contract Manager  
/Standard/  
DNR Contract Administrator

TO BE COMPLETED BY GRANTEE OR LAWFULLY DESIGNATED AGENT

Accepted this 27th day of September, 1988.

STATE OF Florida

COUNTY OF Taylor

WITNESS:

Charles Carlton

TAYLOR COUNTY BOARD OF  
COUNTY COMMISSIONERS  
GRANTEE  
Edwin Hendry  
Original Authorized Signature  
Chairman  
Title of Executing Authority  
P. O. Box 620  
Address  
Perry Fl 32347  
City and State

Before me personally appeared Edwin Hendry to me well known and known to me to be the person who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 27th day of Sept, A.D., 1988.

My commission expires:

Charles Carlton  
Notary Public  
State of Florida at Large

CHARLES RALPH CARLTON  
CLERK OF CIRCUIT COURT  
TAYLOR COUNTY, FLORIDA

CONTAINING 1.85 ACRES

OCTOBER 31, 1986  
REVISED NOVEMBER 3, 1986

WEXICO

APPROVED - FLDNR / BSM  
Date: 18 Nov 86  
H 620865068

ATTACHMENT A  
PAGE 5 OF 22 PAGES  
EASEMENT NO. 27918(3707-62)

NOLAN J. BLUE  
PREMISTED LAND CONVEYANCE  
CERT. NO. # 1428  
PT 3 BOX 544, PENNA, FLA.  
92347  
TRUSE.  
904-584-3501

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED  
HEREON COMPLIES WITH THE MINIMUM STANDARDS  
PURSUANT TO 2.1-HH F.A.C.

POINT OF BEGINNING  
STATION 0+00 CORNER OF EVIDENCE  
X 2,288.362  
X 2,288.032

Beard

H - COMPLETE NOW # 7933 - 04 GIGI  
 D - CAP  
 O - LAIL / CAP  
 --- NOT TO SCALE  
 H - COMPLETE NOW # ABC-1 - COMPS  
 OF ENGINEERS

SHEET 10

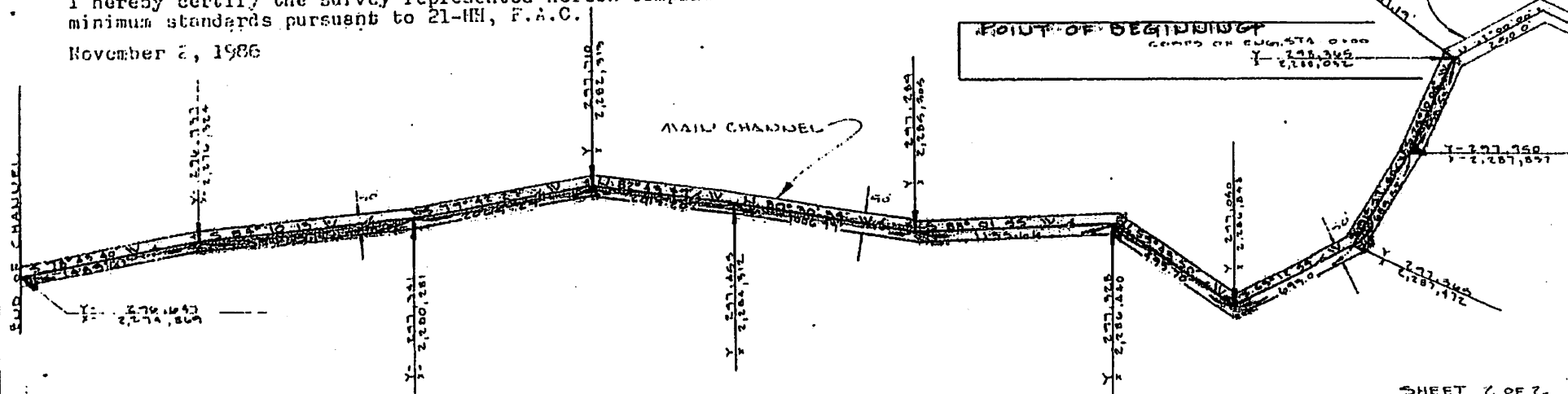
# DESCRIPTION:

Description for a 50 foot channel, the center-line being described as follows:

Commence at State Plane Coordinate Number 7933 located in the NW 1/4 of the SW 1/4 of Section 35, T7E, R7E, Keaton Beach, Taylor County, Florida. Thence run N 60° 34' 47" E 580.59 feet to a point on the center-line of Keaton Beach Road, said point being the P.C. of a curve; thence run on a chord bearing of S 4° 07' 48" E, chord distance 241.92 feet, radius of 1907.15 feet, arc distance 242.08 feet to the P.T. of said curve; thence run S 0° 29' 37" E 2303.67 feet along the center-line of said Keaton Beach Road; thence run S 52° 45' 42" E 841.19 feet for a POINT OF BEGINNING; thence run S 25° 10' 04" W 458.53 feet; thence run S 31° 57' 40" W 689.52 feet; thence run S 63° 12' 54" W 699.0 feet; thence run N 55° 43' 50" W 493.7 feet; thence run S 88° 01' 55" W 1135.66 feet; thence run N 80° 30' 34" W 1006.77 feet; thence run N 82° 43' 49" W 2015.20 feet; thence run S 79° 42' 27" W 2065.23 feet; thence run S 84° 10' 13" W 3977.57 feet; thence run S 78° 43' 40" W 1483.61 feet to the end of the channel. Containing 14.40 acres.

I hereby certify the survey represented hereon complies with the minimum standards pursuant to 21-HH, F.A.C.

November 2, 1986



CURVE DATA  
CH BEARING - S 4° 07' 48" E  
CH DISTANCE - 241.92  
RADIUS - 1907.15  
A.P.C. - 242.08

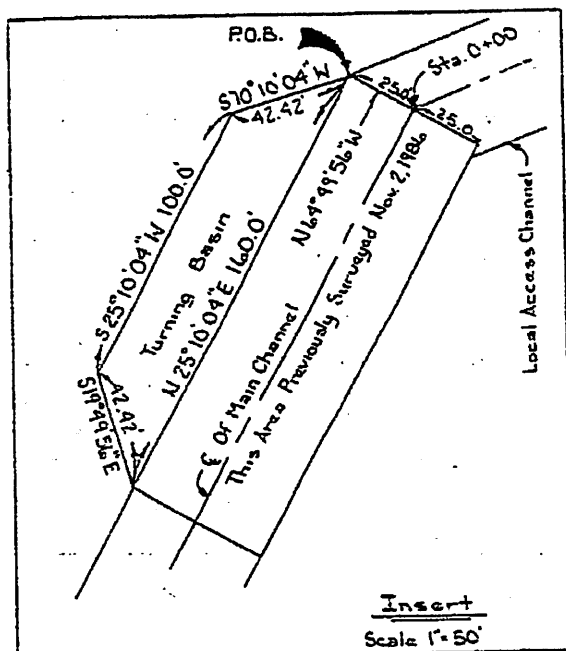
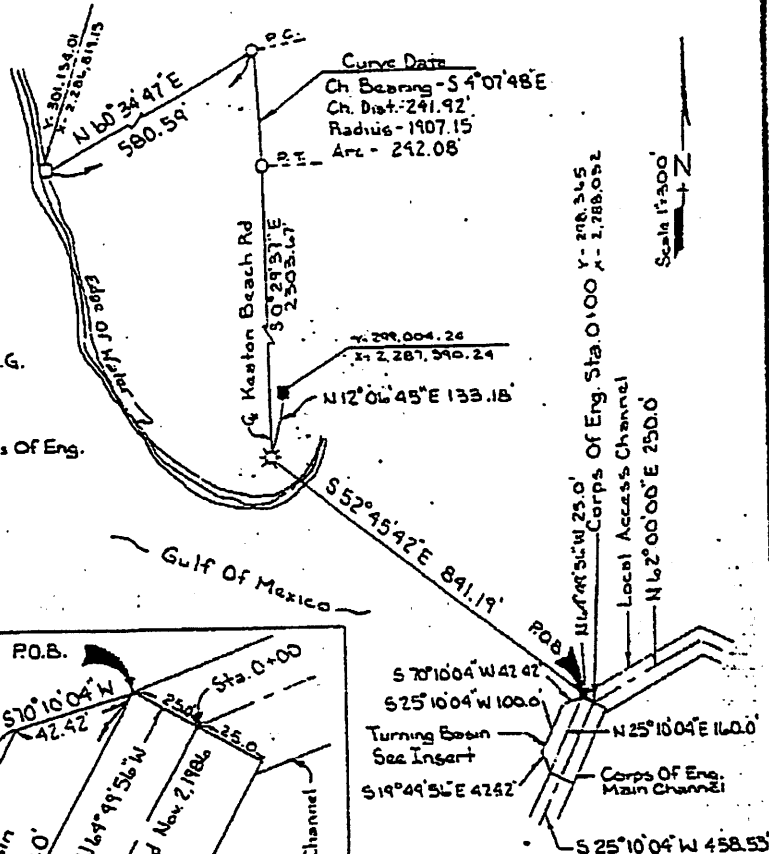
11/2/86  
J. D. Dwyer  
Surveyor  
Taylor County, Florida

LOCAL ACCESS CHANNEL

POINT OF BEGINNING  
COORDS ON EUGEN STA 0+00  
Y - 2,280,345  
X - 2,280,042

SHEET 1 OF 2

ASSESSOR - CONCRETE MON. # 1733, U.S. C.F.C. O - CAP 1/2" - 1/4" CAP 1/2" - CONCRETE MON. # HBC-1, COMPS OF ENG. NOT TO SCALE

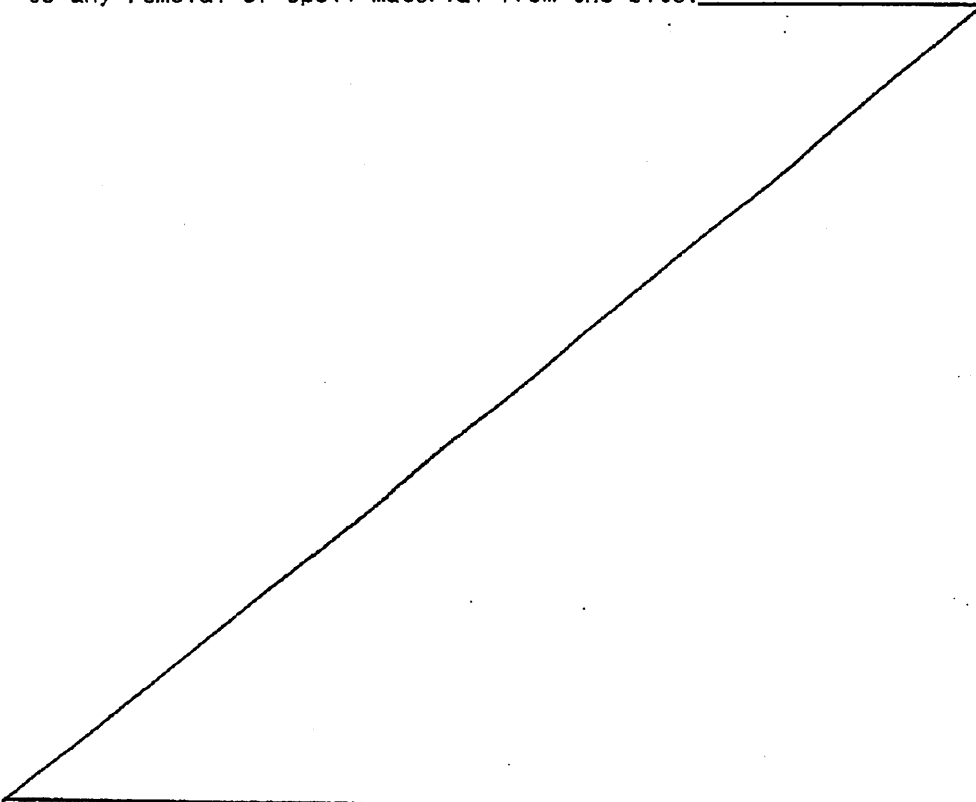


ATTACHMENT A PAGE 7 OF 22 PAGES  
EASEMENT NO. 27918(3707-62)

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

---

SOVEREIGNTY SUBMERGED LAND EASEMENT  
NO. 27918(3707-62), Special Terms and Conditions

1. The Grantee shall ensure that all spoil material is used in compliance with the dredge fee waiver provisions set forth in Rule 18-21.011(3)(c)1, Florida Administrative Code, or that if said provisions are not met, subsequent authorization for any other use is received from the Grantor and that appropriate fees are remitted to the Grantor consistent with the severed dredge material fee schedule in effect at that time.
  2. The Grantee shall obtain Board of Trustees' approval prior to any removal of spoil material from the site.
- 

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL REGULATION

TWIN TOWERS OFFICE BUILDING  
2600 BLAIR STONE ROAD  
TALLAHASSEE, FLORIDA 32301-8241



BOB GRAHAM  
GOVERNOR  
VICTORIA J. TSCHINKEL  
SECRETARY

PERMITTEE:  
Taylor County Board  
of Commissioners  
Post Office Box 620  
Perry, Florida 32347

Permit Number: 620865069  
Date of Issue: 06/27/86  
Expiration Date: 06/27/91  
County: Taylor  
Project: 5 year, new work

This permit is issued under the provisions of Chapter 253, Florida Statutes, Public Law 92-500, and Florida Administrative Code Rules 17-3 and 17-4. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents attached hereto or on file with the department and made a part hereof and specifically described as follows:

PROJECT DESCRIPTION:

To dredge a channel in the Gulf of Mexico near Keaton Beach by: dredging 37,000 cu. yds. of material from an area 12,541 ft. long, with a 50 ft. bottom width, to a depth of -4 ft. plus 2 ft. allowable overdepth; and, depositing it in a 20 acre diked upland disposal area at Cedar Island.

LOCATION:

Gulf of Mexico, Taylor County, Section 2, Township 7 South, 8 South, Range 7 East, not in an aquatic preserve, Class III waters.

Page 1 of 8.

*Protecting Florida and Your Quality of Life*

ATTACHMENT C  
PAGE 9 OF 22 PAGES  
EASEMENT NO. 27918(3707-62)

Permittee: Taylor County Board of Commissioners  
Permit Number: 620865069

**GENERAL CONDITIONS:**

1. The terms, conditions, requirements, limitations, and restrictions set forth herein are "Permit Conditions" and as such are binding upon the permittee and enforceable pursuant to the authority of Sections 403.161, 403.727, or 403.859 through 403.861, Florida Statutes. The permittee is hereby placed on notice that the department will review this permit periodically and may initiate enforcement action for any violation of the "Permit Conditions" by the permittee, its agents, employees, servants or representatives.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the department.
3. As provided in Subsections 403.087(6) and 403.722(5), Florida Statutes, the issuance of this permit does not convey any vested rights or any exclusive privileges. Nor does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations. This permit does not constitute a waiver of or approval of any other department permit that may be required for other aspects of the total project which are not addressed in the permit.
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgement of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the state. Only the Trustees of the Internal Improvement Trust Fund may express state opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, plant or aquatic life or property and penalties therefor caused by the construction or operation of this permitted source, nor does it allow the permittee to cause pollution in contravention of Florida Statutes and department rules, unless specifically authorized by an order from the department.

Permittee: Taylor County Board of Commissioners  
Permit Number: 620865069

**GENERAL CONDITIONS:**

6. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed or used by the permittee to achieve compliance with the conditions of this permit, as required by department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by department rules.

7. The permittee, by accepting this permit, specifically agrees to allow authorized department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

- a. Having access to and copying any records that must be kept under the conditions of the permit;
- b. Inspecting the facility, equipment, practices, or operations regulated or required under this permit; and
- c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately notify and provide the department with the following information:

- a. a description of and cause of non-compliance; and
- b. the period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the non-compliance.

Permittee: Taylor County Board of Commissioners  
Permit Number: 620865069

**GENERAL CONDITIONS:**

The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the department for penalties or revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, which are submitted to the department, may be used by the department as evidence in any enforcement case arising under the Florida Statutes or department rules, except where such use is proscribed by Sections 403.73 and 403.111, Florida Statutes.

10. The permittee agrees to comply with changes in department rules and Florida Statutes after a reasonable time for compliance, provided however, the permittee does not waive any other rights granted by Florida Statutes or department rules.

11. This permit is transferable only upon department approval in accordance with Florida Administrative Code Rules 17-4.12 and 17-30.30, as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the department.

12. This permit is required to be kept at the work site of the permitted activity during the entire period of construction or operation.

13. This permit also constitutes Certification of Compliance with State Water Quality Standards (Section 401, PL 92-500)

14. The permittee shall comply with the following monitoring and record keeping requirements:

- a. Upon request, the permittee shall furnish all records and plans required under department rules. The retention period for all records will be extended automatically, unless otherwise stipulated by the department, during the course of any unresolved enforcement action.

Permittee: Taylor County Board of Commissioners  
Permit Number: 620865069

**GENERAL CONDITIONS:**

- b. The permittee shall retain at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation), copies of all reports required by this permit, and records of all data used to complete the application for this permit. The time period of retention shall be at least three years from the date of the sample, measurement, report or application unless otherwise specified by department rule.
- c. Records of monitoring information shall include:
  - the date, exact place, and time of sampling or measurements;
  - the person responsible for performing the sampling or measurements;
  - the date(s) analyses were performed;
  - the person responsible for performing the analyses;
  - the analytical techniques or methods used; and
  - the results of such analyses.

15. When requested by the department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware that relevant facts were not submitted or were incorrect in the permit application or in any report to the department, such facts or information shall be submitted or corrected promptly.

**SPECIFIC CONDITIONS:**

1. The permittee is hereby advised that Florida law states: "No person shall commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund or the Department of Natural Resources under Chapter 253, until such person has received from the Board of Trustees of the Internal Improvement Trust Fund the required lease, license, easement, or other form of consent authorizing the proposed use." Pursuant to Florida Administrative Code Rule 16Q-14, if such work is done without consent, or if a person otherwise damages state land or products of state land, the Board of Trustees may levy administrative fines of up to \$10,000 per offense.

Page 5 of 8.

Permittee: Taylor County Board of Commissioners  
Permit Number: 620865069

**SPECIFIC CONDITIONS:**

2. All dredging and disposal operations shall be carried out in the months of December through March only.

3. Taylor County shall be responsible for seeing that notices are posted and maintained at all public marinas and boat ramps showing maps with the location of the navigational channel clearly marked.

4. Taylor County shall be responsible for seeing that notices are posted and maintained at all public marinas and boat ramps stating the damages which result from prop dredging outside the navigation channel, and stating that prop dredging is dredging under Chapter 403, F.S., and requires a permit.

5. It shall be the responsibility of Taylor County to insure that channel markers are placed to mark the navigation channel and to check periodically to see that they are being maintained. If markers are damaged or lost Taylor County shall notify the U.S. Coast Guard.

6. A survey of grassbed distribution shall be conducted on or before November 1, 1986 and before construction of the project, and in the summer after construction of the project. The details of the survey shall be conducted after coordination with DER, Tallahassee. The plans for the survey shall be submitted to DER, Tallahassee within one month prior to the construction and the results shall be submitted to DER, Tallahassee as soon as possible after the November survey.

7. The mixing zone shall extend a radius of 100 m from the cutterhead.

8. The pipeline shall be visually inspected twice daily during dredging to check for leakage. If leakage occurs all operations are to cease immediately until the damage is repaired, and a call shall be made immediately to the Northeast District Branch Office of the Department of Environmental Regulation District office so that a field inspection can be made to assess the situation. Further action, including clean-up if necessary, will be determined by them in conjunction with the Tallahassee Department of Environmental Regulation office.

Page 6 of 8.

ATTACHMENT C  
PAGE 14 OF 22 PAGES  
EASEMENT NO. 27918(3707-62)

Permittee: Taylor County Board of Commissioners  
Permit Number: 620865069

**MONITORING REQUIRED:**

Monitoring - Grassbed Area

The following monitoring program shall apply only to the channel area located in the grassbeds or in an area within 100m of the grassbeds, as determined by the November survey.

Type: Turbidity, NTUs (nephelometric turbidity units)  
Frequency: 3 times daily  
Location: One (1) sample set taken at the surface and one (1) at the bottom, with the sampling point at the edge of the mixing zone on either side of the channel within any visible plume. If there is no visible plume, the sampling point shall be at the edge of the mixing zone on either side of the channel and directly opposite of and perpendicular to the dredge as it is aligned with the channel. Also, one (1) set of background samples shall be taken at the surface and at the bottom, 250m south of the channel, outside of any visible plume.

If the monitoring shows turbidity values more than 29 NTUs above background, dredging operations shall be modified so that State Water Quality Standards are met. If State Water Quality Standards cannot be met using modified dredging techniques, turbidity curtains or other suitable techniques shall be utilized. If violations continue to occur, all dredging operations shall cease until conditions meet State Water Quality Standards.

Monitoring - Outside Grassbed Area

The following monitoring program shall apply only to the channel area located more than 100m from the grassbeds, as determined by the November survey.

Monitoring: Turbidity - Nephelometric turbidity units (NTUs)  
Frequency: One (1) time daily two (2) hours after commencement of dredging  
Location: Two (2) downcurrent samples 125 meters downcurrent of drift and in the direction of the visible plume: at the surface, and immediately above the bottom; and,

Permittee: Taylor County Board of Commissioners  
Permit Number: 620865069

**MONITORING REQUIRED:**

One (1) background sample at the surface 500 meters upcurrent of drift and outside the visible plume.

Monitoring - Disposal Site Area

The following monitoring program shall apply only to the disposal site area.


Monitoring: Turbidity, nephelometric turbidity units (NTUs)

Frequency: One (1) time daily two (2) hours after commencement of disposal.

Location: At Sites A-D as shown on the attached map, at the surface and immediately above the bottom; Site D is the background sample.

If the turbidity measurements occur in excess of 29 NTUs above that measured at the background station the permittee shall immediately contact the DER Northeast District Branch Office in Gainesville and shall take all necessary measures to control turbidity, including shutdown.

Recommended by



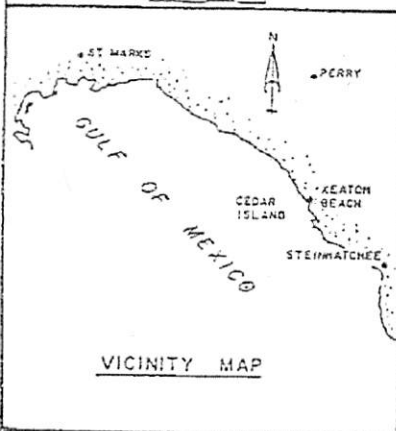
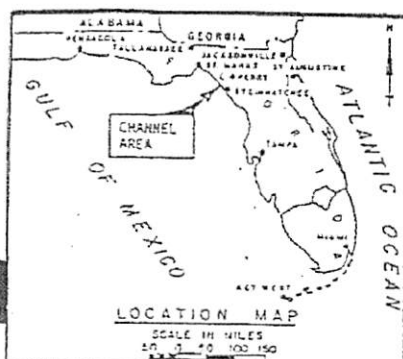
Issued this 27<sup>th</sup> day of June, 1986.

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL REGULATION

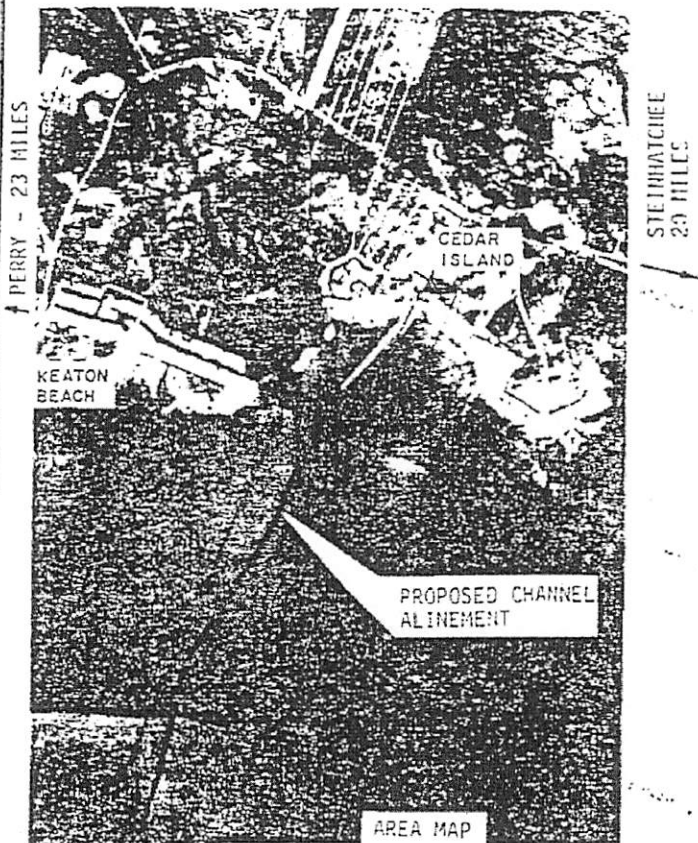
  
VICTORIA J. TSCHINKEL, Secretary

\_\_\_ pages attached.

Page 8 of 8.



PERMIT NO. 620865069



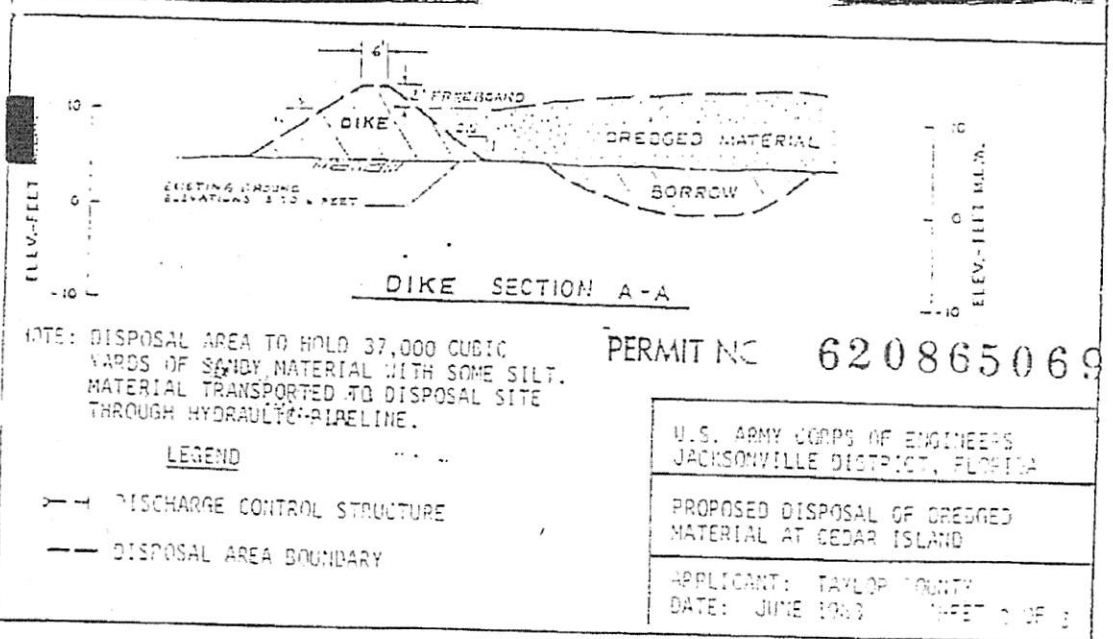
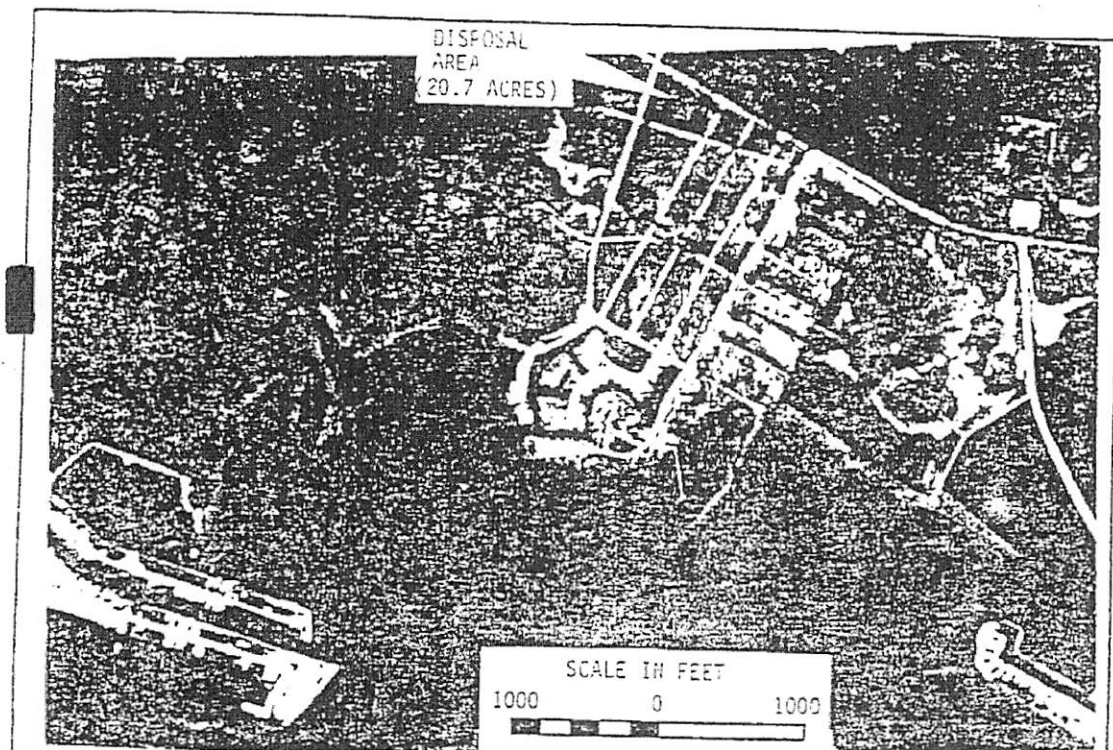
NOTE: AERIAL PHOTO FLOWN IN 1980

GULF END OF CHANNEL

U.S. ARMY CORPS OF ENGINEERS  
JACKSONVILLE DISTRICT, FLORIDA

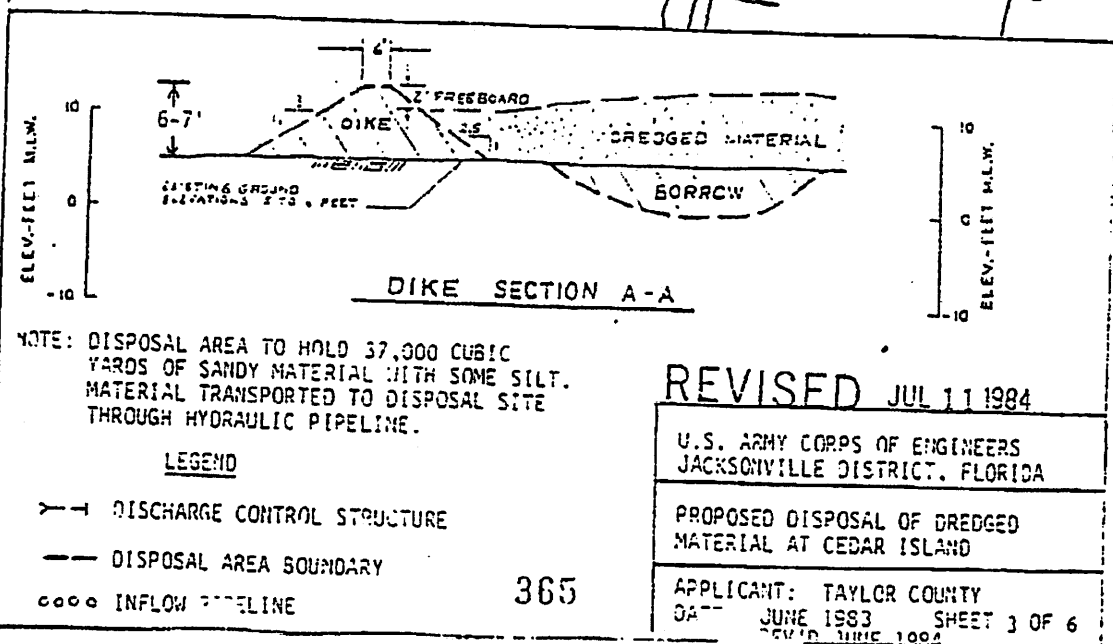
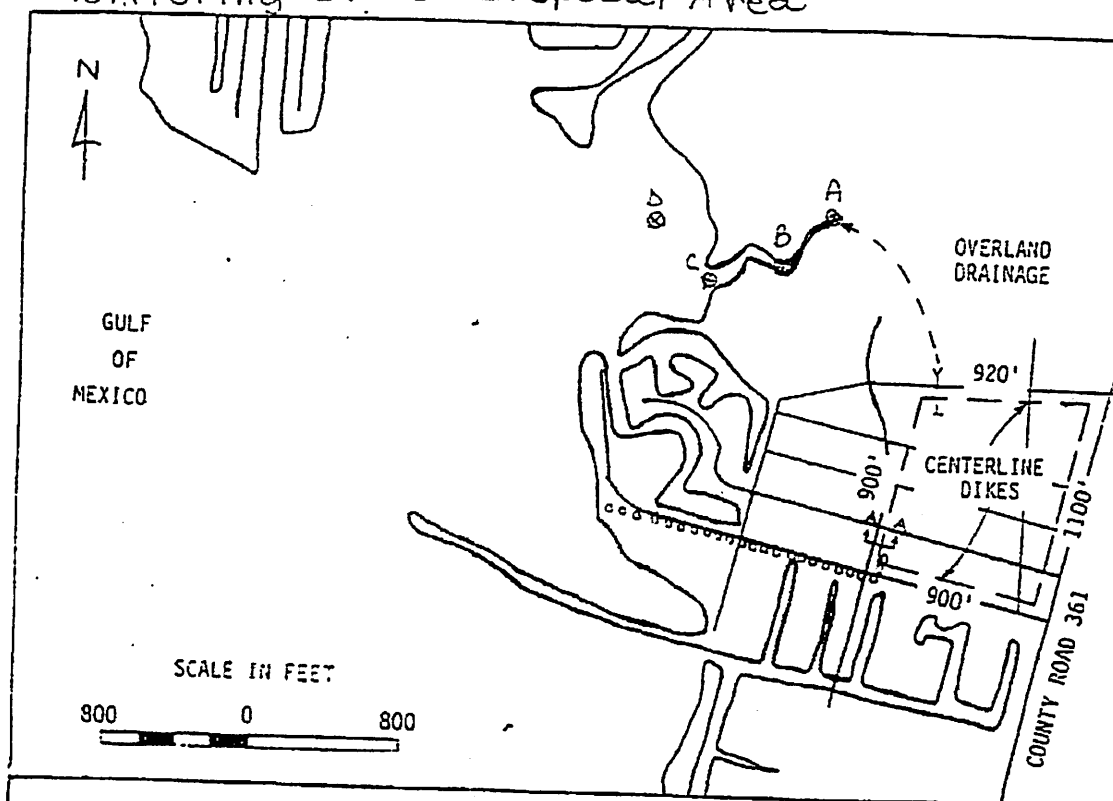
LOCATION AND VICINITY OF PROPOSED DREDGING 338

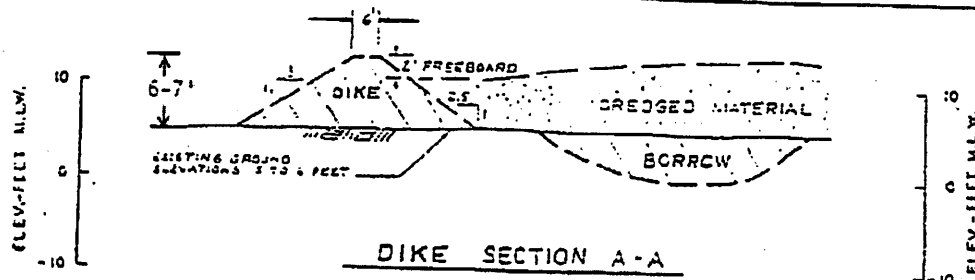
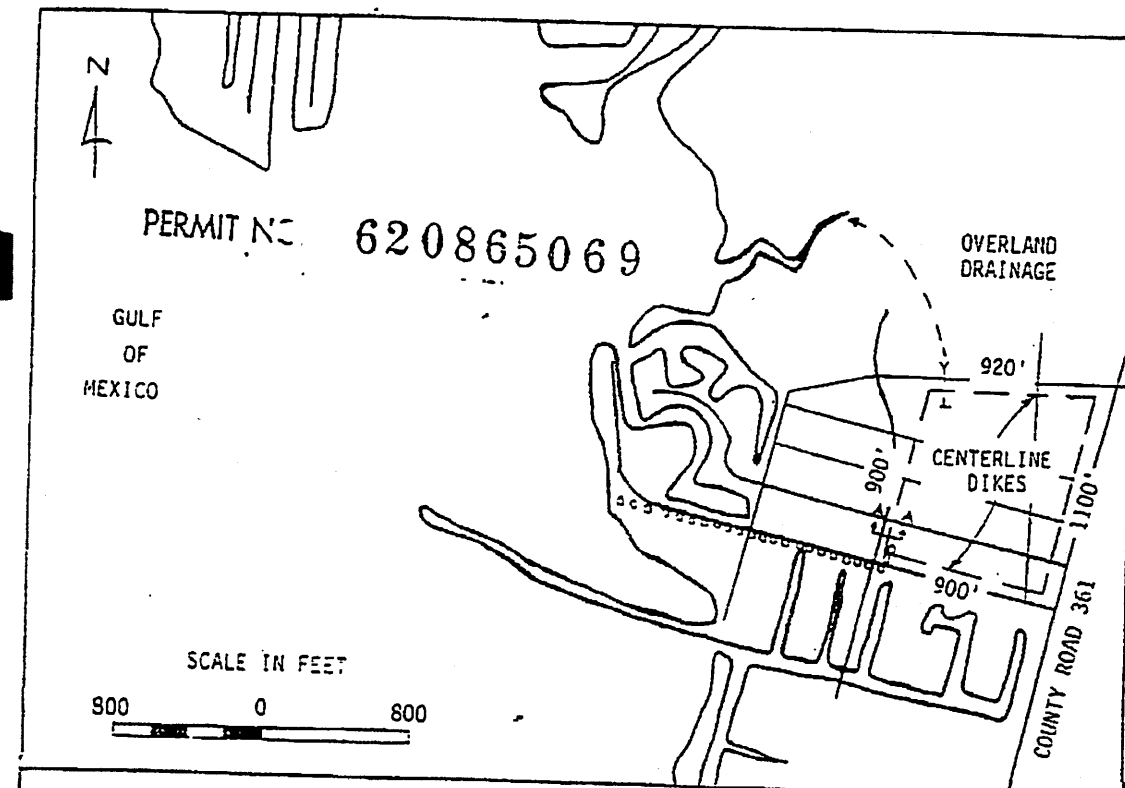
APPLICANT: TAYLOR COUNTY  
DATE: JUNE 1983 SHEET 1 OF 3



336

# Monitoring Sites - Disposal Area





NOTE: DISPOSAL AREA TO HOLD 37,000 CUBIC YARDS OF SANDY MATERIAL WITH SOME SILT. MATERIAL TRANSPORTED TO DISPOSAL SITE THROUGH HYDRAULIC PIPELINE.

#### LEGEND

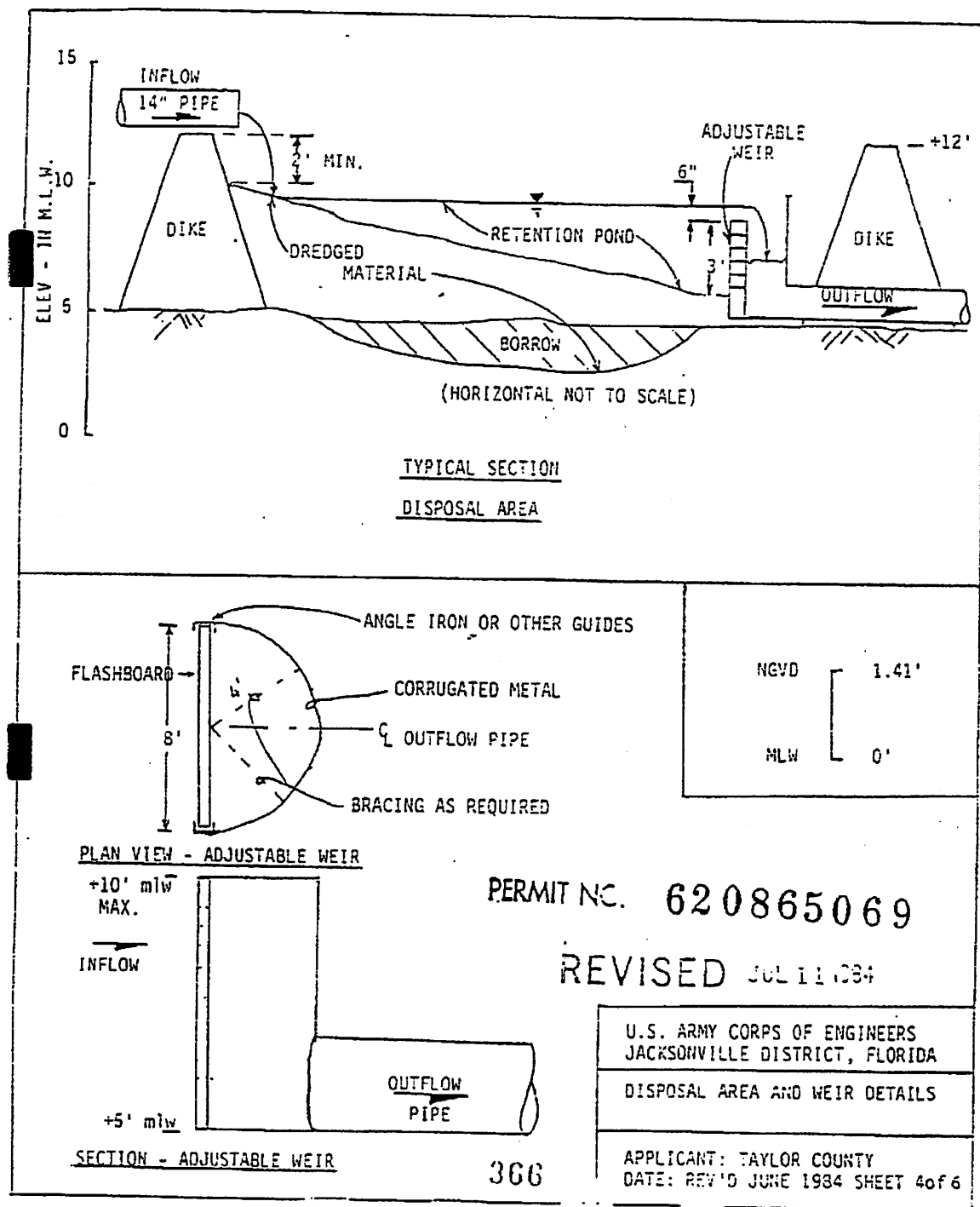
- DISCHARGE CONTROL STRUCTURE
- DISPOSAL AREA BOUNDARY
- ooo INFLOW PIPELINE

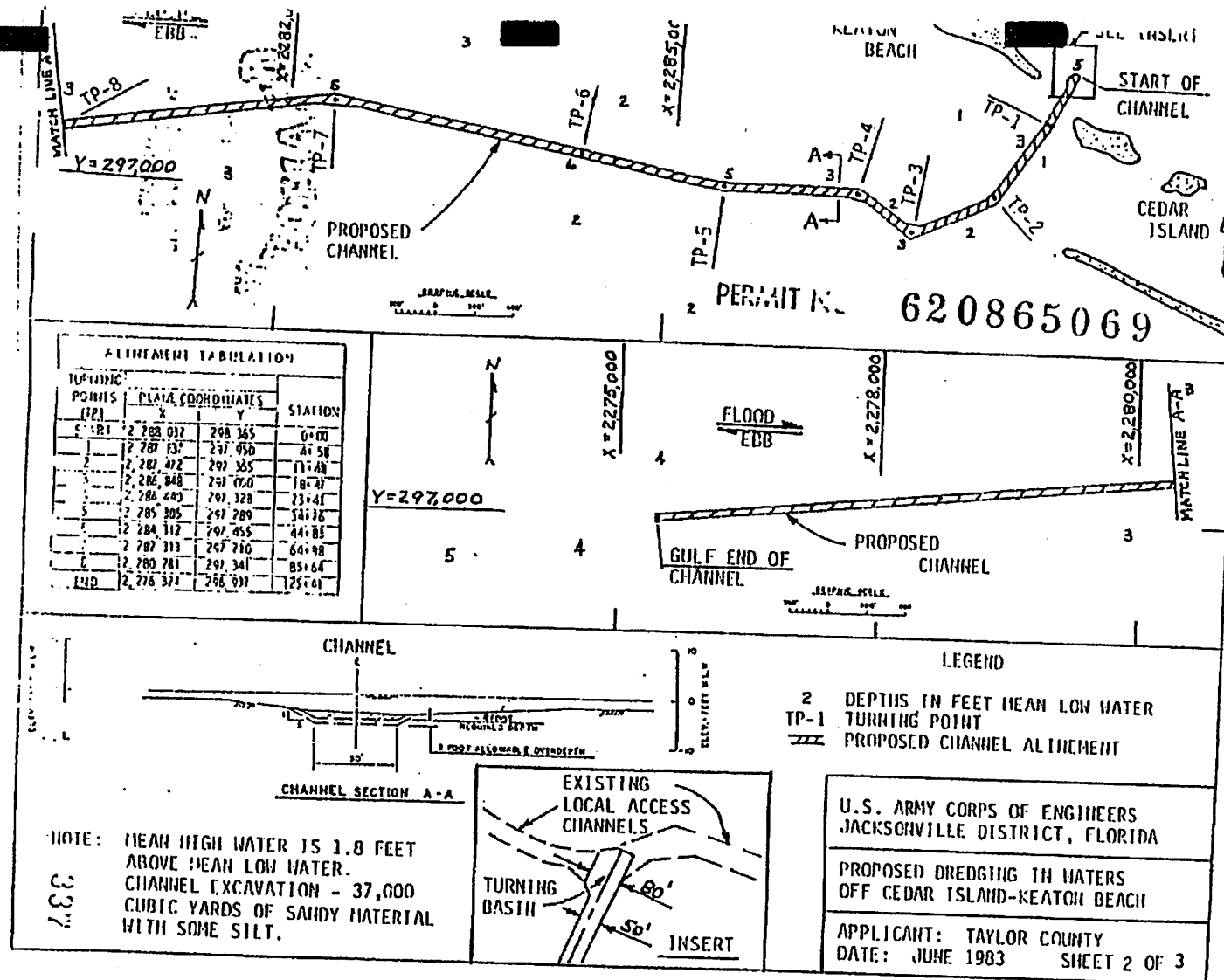
REVISED JUL 11 1984

U.S. ARMY CORPS OF ENGINEERS  
JACKSONVILLE DISTRICT, FLORIDA

PROPOSED DISPOSAL OF DREDGED  
MATERIAL AT CEDAR ISLAND

APPLICANT: TAYLOR COUNTY  
DATE: JUNE 1983 SHEET 3 OF 6  
JUNE 1984





## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER AND APPROVE A RESOLUTION IN SUPPORT OF TWO LEGISLATIVE PRIORITIES OF THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP.

**MEETING DATE REQUESTED:**

OCTOBER 18, 2016

**Statement of Issue:** The North Florida Economic Development Partnership is comprised of Baker, Bradford, Citrus, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

**Recommended Action:** APPROVE THE RESOLUTION

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** JEFF HENDRY, EXEC DIRECTOR, NFEDP 850/487-0041

**Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:** Resolution and email

## Margaret Dunn

---

**From:** Dustin Hinkel  
**Sent:** Tuesday, October 4, 2016 3:23 PM  
**To:** Margaret Dunn  
**Cc:** Board Item (52281\_50976.tl431737@tasks.teamwork.com)  
**Subject:** FW: 2016-2017 NFEDP Partnership Dues and Rural Economic Development Legislative Priorities  
**Attachments:** NFEDP Partnership Dues 2016-2017 Taylor County.pdf; Sample County Letter of Approval for FREDA Legislative Priorities.pdf; Rural Economic Development Legislation Resolution Sample.docx; 2016 FREDA Rural Economic Development Legislative Priorities Final.pdf

Please put the resolution in our format and place on the agenda for 10/18.

Thanks!

## Dustin Hinkel

County Administrator  
Taylor County Board of County Commissioners

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201 E Green Street  
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850-838-3501 Fax  
850-672-0830 Cell

[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)  
<http://www.taylorcountygov.com>

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

**From:** Hendry, Jeffrey [mailto:jhendry@iog.fsu.edu]  
**Sent:** Monday, September 26, 2016 5:12 PM  
**To:** Scott Frederick <scottfrederick@fairpoint.net>; Dustin Hinkel <dustin.hinkel@taylorcountygov.com>  
**Subject:** 2016-2017 NFEDP Partnership Dues and Rural Economic Development Legislative Priorities

Scott and Dustin, just a follow-up to the note below; please advise if I need to provide anything further regarding Taylor County's 2016-2017 participation in the NFEDP.

Also, I wanted to follow-up regarding Taylor County's formal support and endorsement of the two Rural Economic Development Legislative Priorities for 2017; I have included a sample letter received from one of our counties and also

draft language for a resolution if you wanted to go this route. We are trying to get all 32 Boards of County Commissioners from rural counties to formally adopt/endorse these so we have a unified voice.

With Gratitude,

Jeff Hendry  
NFEDP

**From:** Hendry, Jeffrey  
**Sent:** Monday, June 20, 2016 4:26 PM  
**To:** 'scottfrederick@fairpoint.net' <[scottfrederick@fairpoint.net](mailto:scottfrederick@fairpoint.net)>  
**Cc:** 'dustin.hinkel@taylorcounty.gov' <[dustin.hinkel@taylorcounty.gov](mailto:dustin.hinkel@taylorcounty.gov)>  
**Subject:** 2016-2017 NFEDP Partnership Dues

Scott, attached is a Letter of Request pertaining to Taylor County's 2016-2017 NFEDP Partnership with the NFEDP, an invoice, and updated highlights of NFEDP accomplishments since 2009. Please advise if I should forward this email to additional staff or if you will be moving this request forward. I also plan to forward a hard copy of the attached in the mail this week unless you advise me not to.

With Gratitude,

Jeff Hendry  
Executive Director  
NFEDP

## RESOLUTION

WHEREAS, the Taylor County Board of County Commissioners is concerned about the economic health and well-being of residents in Florida's rural counties; and

WHEREAS, we strongly believe in the need to be proactive and not reactive in order to maintain and create employment opportunities benefitting our citizens while still supporting the quality of life in our rural communities; and

WHEREAS, Florida's urban counties have grown rapidly over the past forty years while Florida's rural counties, which represent thirty four of Florida's sixty seven counties, have not shared in this same growth and prosperity; and

WHEREAS, Florida's rural counties offer unique and diverse economic development opportunities in the areas of manufacturing, logistics, warehousing, distribution, and agriculturally based jobs and industries; and

WHEREAS, current state economic development resources and investment targeting the needs of rural counties and communities are woefully insufficient; and

WHEREAS, we see it as our duty as elected officials to provide for responsible economic growth that will improve our local tax base in order to support the educational, business, and quality of life needs of rural Florida; and

WHEREAS, unlike urban counties where tremendous amounts of funds are spent to develop infrastructure that supports growth and development, rural Florida counties are left lacking infrastructure development that would enhance the economic, social and quality of life in rural Florida; and

WHEREAS, our strongest desire is to promote economic growth and prosperity in order that our county will experience economic growth substantial enough that our county will no longer need to be designated as a Rural Area of Opportunity by the State of Florida; and

WHEREAS, Florida's rural counties are ripe for state investment and financial support necessary to improve the economic health of Florida's rural regions; and

WHEREAS, in order to access the State's economic development resources, rural counties and rural economic development organizations face burdensome bureaucracy that exhausts their limited resources and hinders their ability to respond to economic opportunity in a timely fashion and

WHEREAS, the State of Florida lacks significant economic development incentives targeted to Florida's rural counties; and

WHEREAS, Florida's legislature has the ability to eliminate regulatory and programmatic barriers, enhance access to and increase level of funds for rural economic development opportunities,

provide increased and targeted financial resources earmarked specifically for rural counties and communities; and direct state agencies to improve the quality of service and quantity of assistance to rural Florida; and

WHEREAS improved economic conditions in rural Florida are beneficial to all of Florida;

NOW, THEREFORE, BE IT RESOLVED THIS 18<sup>TH</sup> DAY OF OCTOBER, 2016, THAT THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS DO HEREBY RESOLVE THAT WE SUPPORT THE FOLLOWING LEGISLATIVE PRIORITIES OF THE FLORIDA RURAL ECONOMIC DEVELOPMENT ASSOCIATION (FREDA):

1. Eliminate program match requirement for Rural Regional Development Grant Program (Florida Statute 288.018) and appropriate, earmark, or otherwise set aside \$250,000 for each of the three Rural Areas of Opportunity (RAO) designated by Governor's Executive Order. Each RAO is served by a regional rural economic development organization to include Opportunity Florida (serving nine counties in Northwest Florida); Florida Heartland Economic Region of Opportunity (FHERO--serving 6 counties in South Central Florida), and the North Florida Economic Development Partnership (NFEDP--serving 14 counties in North Central Florida).

**Purpose and Importance:** This grant program provides critical funding to enable a range of technical assistance, marketing, leadership capacity building, and education services for rural counties within these RAOs. The three organizations specified above are responsible for providing, facilitating, and coordinating the aforementioned services on behalf of the counties within their respective regions. It has become increasingly difficult to generate local and private match dollars to maximize the use of this grant program but the service needs and demands continue to expand.

2. Increase Rural Infrastructure Fund appropriation from \$1.6 million to \$5 million.

**Purpose and Importance.** This program provides funds for critical infrastructure needed for economic development projects in rural counties. It offers flexibility for many types of infrastructure (e.g., transportation improvements, water and wastewater facilities, utility transmission lines, etc.) needed to attract and support companies to locate or expand in rural counties. The current funding of \$1.6 million is woefully inadequate to cover the growing needs

and demands of 32 rural counties.

PASSED AND ADOPTED in regular session this 18<sup>th</sup> day of October, 2016.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY: \_\_\_\_\_  
Jody DeVane, Chair

ATTEST:

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

# AMENDMENT

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to consider grant application for removal of the derelict boat "Louisa" from the DOT right-of-way.

**Meeting Date:**

October 18, 2016

**Statement of Issue:** A vessel named "Louisa" is currently beached on the north shore of the Steinhatchee River on the DOT right-of-way Riverside Avenue. There is a FWC 75/25 grant available to Aid with the removal and disposal of the vessel. The grant closes October 27, 2016.

**Recommendation:** Approve Administrator to apply for 75/25 FWC Grant

**Fiscal Impact:** \$ (\$7,000) TBD **Budgeted Expense:** Yes ☐ No ☒ N/A ☐

**Submitted By:** Steve Spradley, EM Director

**Contact:** Same

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

The 55' sailboat named "Louisa" was moored in the Steinhatchee River during Hurricane Hermine. During the storm the vessel anchor failed dragging the vessel approximately 1000' To the north shore of the Steinhatchee River at Riverside Drive resting on a 40 degree angle. FDOT has not committed to removal of the vessel from their ROW. We have proposed that they Pay the 25% portion of the grant; otherwise a lien on the owner may need to be levied for the 25%. Grant application deadline is Oct. 27, 2016. Quotes are pending at the time of this filing.

**Options:**

1. Approve
2. Deny

**Attachments:**

1. Vessel Inspection
2. Grant Guidelines



Florida Fish  
and Wildlife  
Conservation  
Commission

[MyFWC.com](http://MyFWC.com)

Division of Law  
Enforcement

Boating and Waterways  
Section

FWC Derelict Vessel  
Removal Grant Program

620 South Meridian Street  
Tallahassee, FL 32399-  
1600

Tel: (850) 488-5600  
Fax: (850) 488-9284  
E-mail:  
[DVgrant@MyFWC.com](mailto:DVgrant@MyFWC.com)

# **FWC Derelict Vessel Removal Grant Program Guidelines**

## **June 2016**

Permission is granted for duplication, use and reuse of any and all information contained in this document.

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## SECTION I – PROGRAM DESCRIPTION AND PURPOSE

### 1.1 Purpose

The Florida Fish and Wildlife Conservation Commission (FWC), pursuant to Sections 206.606 and 376.15, F.S., may establish a program to provide grants to local governments for reimbursement for the removal of derelict vessels from the public waters of the state. The program may be funded from a trust fund, general revenue, or by other means. The Commission shall adopt by rule 68-1.003(7), FAC, procedures for submitting a grant application and criteria for allocating available funds.

### 1.2 Source of Funds

In the event monies are appropriated by the Legislature, and/or if other funding is available for the funding of the Derelict Vessel Grant Program for a given fiscal year, the Commission shall announce the availability of funding in the *Florida Administrative Register* and on the web at [MyFWC.com/DVGrant](http://MyFWC.com/DVGrant).

Of the total funds available, the Commission may allot a percentage of available funds to both the Rapid Removal Grant Process and the Bulk Derelict Vessel Grant Process. Both grant opportunities will operate simultaneously during the funding cycle until the end of the fiscal year or until available funding is exhausted, whichever comes first.

## SECTION II – DEFINITIONS

### 2.1 Definitions

The following definitions are provided for further explanation of terms stated herein and shall have the meanings indicated which are applicable to both the singular and plural thereof:

**AGREEMENT:** Written document under which the awardee and Commission mutually agree to carry out respective responsibilities for a fixed period of time, which can be amended by mutual consent.

**AGREEMENT PERIOD:** Number of days or the dates stated in the agreement to complete the project.

**APPLICANT:** Eligible participant that submits an application for program funds to the Commission during an announced application submission period.

**APPLICATION:** A formal request for program funds by an Applicant on the form approved by the Commission and with required documentation.

**APPLICATION SUBMISSION PERIOD:** The formally announced period of time provided by the Commission for the submission of applications by eligible participants for program funds.

**AWARDEE:** An Applicant whose application has been selected and approved for a funding award and the party responsible for completing the project and reporting outcomes to the Commission.

**COMMISSION:** Florida Fish and Wildlife Conservation Commission

**BULK DERELICT VESSEL GRANT:** A grant process for Applicants with one or more vessels that are ready to be removed and can be grouped under one application. This allows for the removal of a greater number of derelict vessels than the rapid removal grant.

**DATABASE:** The Statewide At-Risk and Derelict Vessel Database

**DERELICT VESSEL:** "Derelict Vessel" means a vessel, as defined in section 327.02, F.S., that is left, stored, or abandoned:

1. In a wrecked, junked, or substantially dismantled condition upon any public waters of this state.
2. At a port in this state without the consent of the agency having jurisdiction thereof.
3. Docked, grounded, or beached upon the property of another without the consent of the owner.

**DVGP:** FWC Derelict Vessel Grant Program

**EVIDENCE OF COMPLETION:** Photographic images of removal and destruction entered into database, sworn statements of destruction by investigating officer, and completion of all database entries as required to include removal cost entry and copies of all invoices for removal and disposal.

**FIND:** Florida Inland Navigational District

**WCIND:** West Coast Inland Navigational District

**FWC:** The Florida Fish and Wildlife Conservation Commission

**PROGRAM ADMINISTRATOR:** The Commission's staff member designated by the Director, Division of Law Enforcement (or designee), to manage the FWC Derelict Vessel Grant Program.

**PROGRAM FUNDS:** Funding available for the FWC Derelict Vessel Grant Program as appropriated by the Florida Legislature or any other available funding directed toward the program.

**PROJECT:** Those projects that are approved and funded by the state and are undertaken for the purpose of removing derelict vessels from the public waters of the state.

**PROJECT COMPLETION:** Submission by the awardee of all receipts, reports and images required, and FWC's Derelict Vessel Database closeout, indicating that the project is completed in accordance with the Agreement.

**RAPID REMOVAL GRANT:** When a derelict vessel is in danger of imminent sinking, breaking apart or is a critical danger to public safety or the environment, it may be a candidate for the rapid removal grant. In this grant process, the applied for vessel will be individually examined and if vessel and Applicant eligibility criteria are met, an agreement with the Applicant shall be executed as soon as practicable as funding permits.

## **SECTION III – ELIGIBILITY**

### **3.1 Eligible Participants**

Eligible participants shall include state, county and municipal governments of the state of Florida, Florida water management districts and inland navigation special taxing districts. Non-Governmental Organizations (NGOs) will be required to operate under an agreement with a county or municipality. Grant funds under this program will not be directly awarded to NGOs.

### **3.2 Eligible Uses of Program Funds**

Derelict vessel removal grants are only to be used for the removal and disposal costs associated with derelict vessels as defined in section 328.11(1), F.S. Vessels tied to public or private docks will not be eligible for funding under this program unless they were: 1) declared derelict by law enforcement and entered into the derelict vessel database prior to being attached to a dock; and 2) where being tied to a dock was to prevent the derelict vessel from further drifting or sinking.

Applicant administrative costs will not be paid from grant funds; however, itemized and detailed administrative costs may be used as part of the Applicant's matching requirement. Derelict vessels without updated cases in the Statewide At-Risk and Derelict Vessel Database will be considered ineligible to receive removal funding from this program.

### **3.3 Ineligible Uses of Program Funds:**

Program funds will only be awarded for projects that are directly associated with the derelict vessel's removal. Costs listed below are some examples of those not eligible for reimbursement under this program:

- The salaries of any government agency personnel involved with the removal projects.
- Removal costs associated with any derelict vessels attached to, grounded upon, tied to, or docked at any private property.
- Costs not related to the actual removal and destruction of a derelict vessel.
- Costs for legal fees.
- The purchase of equipment of any kind.

### **3.4 Matching Fund Requirements:**

Under this grant program, all Applicants will be required to provide a 25% match. This match amount may be cash or a combination of cash and in-kind services. In-kind services may not exceed 10% of the total grant amount and must be supported by documentation of the in-kind services and hourly or contractual rates applied for those services.

#### **Cash Matching Funds: (Must be at least 15% of the total grant amount requested.)**

Applicants must provide at least 15% of the total grant amount in cash matching funds. The Commission encourages Applicants to provide the highest amount of cash matching funds possible to reduce the total amount of grant funds requested.

Cash matching funds may be in the form of the following:

- Consulting services paid for by the Applicant.
- Other expenditures paid by the Applicant directly related to the removal of the derelict vessels for which they have applied.
- Should the Florida Inland Navigation District or the West Coast Inland Navigation District choose to contribute to the removal funding at a 50% match, vessels located in their respective coverage areas within the counties of Brevard, Broward, Duval, Flagler, Indian River, Martin, Miami-Dade, Nassau, Palm Beach, St. Johns, St. Lucie, and Volusia and/or Charlotte, Lee, Manatee and Sarasota will not require matching funds directly from the grantee.
- Applicants are encouraged to seek other sources of funding from local, state or federal grants to help leverage the maximum amount of grant funds available.

#### **Non-Cash Funds (In-Kind Services)**

Non-cash matching funds include the cost of administrative/contract management, contractor/removal oversight management, labor, existing materials and equipment provided through in-house resources of the Applicant.

## **SECTION IV- GENERAL INSTRUCTIONS FOR ALL DERELICT VESSEL GRANT APPLICATIONS**

### **4.1 Submission Address**

Applications must be delivered on or before the last day of the announced submission period(s), no later than the close of business, to the following address:

Florida Fish and Wildlife Conservation Commission  
Division of Law Enforcement  
Boating and Waterways Section  
Attn: Derelict Vessel Removal Program  
620 South Meridian Street, Room 235  
Tallahassee, Florida 32399-1600

OR DVGrant@MyFWC.com

#### **4.2 Application Form and Instructions**

Applicants must submit applications on the FWC's Derelict Vessel Program application form (FWC/DERELICT VESSEL-APP (April 2016)). The application form and instructions may be obtained from the FWC's Web site, [MyFWC.com/DVGrant](http://MyFWC.com/DVGrant)

Application instructions will include how to access the application, how to complete each section, and the correct format for submission in order for the application to be considered complete. The Applicant shall submit the application and all attachments either as paper copy (to include an electronic version saved to electronic media) or may email the application and all attachments to [DVGrant@MyFWC.com](mailto:DVGrant@MyFWC.com).

#### **4.3 Cover Letter**

Applications are to be mailed with a cover letter addressed to the FWC Derelict Vessel Grant Program administrator requesting consideration of the project and the total amount requested.

#### **4.4 Authorization to Apply**

Applications must include documentation of formal authorization by the appropriate Governing body that the project manager has the authority to apply for and administer the grant on behalf of the Applicant.

#### **4.5 Application Number**

All grant applications will receive an application number assigned by FWC staff once received by FWC. Applicants will use this grant application number for all future correspondence regarding that application and/or project.

#### **4.6 Incomplete Applications**

Applications must include, at a minimum, the required attachments as indicated in the application checklist (section VIII of the application package). Applications will be reviewed for completeness, eligibility with the policies and guidelines, and compliance with all applicable state statutes and rules. The Applicant will be notified by email if any portion is considered by the Commission to be incomplete or ineligible. The Applicant will be given an opportunity within ten (10) calendar days from receipt of the email to provide FWC with the necessary information or documentation. Failure to provide the requested information or documentation within this time period will result in the application being rejected.

#### **4.7 Grant Awards Process**

Once grant applications are received, the vessels will be compared against the Statewide At-Risk and Derelict Vessel Database for accuracy and eligibility. Rapid Removal Grant requests will be processed as soon as practicable and Bulk Removal Grant applications will be adjusted to reflect the new allowable revised total grant maximum (see Section 5.2). The Applicant will be advised of the revised amount and shall submit an amendment to their application.

#### **4.8 Advanced Funds**

The Commission will not approve a request for any advance in program funds. The awardee must have the financial capability to process invoices and make timely payments to contractors, vendors or other similar payees prior to receiving program funds for reimbursement of project expenses.

#### **4.9 Pre-Award Costs**

Costs for environmental reviews or permitting required to begin a project are allowable as pre-award costs or pre-award cost share, **only** if the application clearly identifies the costs as occurring prior to the application being submitted, and a detailed explanation is provided as to why the costs were necessary prior to the application being submitted and awarded.

#### **4.10 Single Vessel Maximum**

Any single vessel may not exceed the single vessel grant maximum within the removal application for a single vessel or multiple vessels. The single vessel grant maximum will be specified within the FWC's grant opportunity announcement.

### **SECTION V- APPLICATION PROCESS FOR BULK DERELICT VESSEL REMOVAL GRANTS**

#### **5.1 Project Type and Limit**

Unless conditions of eligibility currently exist that would qualify under the Rapid Removal Grant process, the Applicant will utilize the Bulk Derelict Vessel Grant process. The deadline for receipt of this application will be forty five (45) days after the grant opportunity announcement has been advertised.

Applicants may only submit one Bulk Derelict Vessel Grant application unless a subsequent grant opportunity is announced. If total statewide eligible removal requests are more than the amount allocated for the bulk grant process, only one Bulk Derelict Vessel Grant round will be used. If eligible request totals are less than the allocated amount, a second round of bulk derelict vessel grant applications may be announced or the balance may be shifted to the Rapid Removal Grant process. This decision will be made by FWC staff.

If the amount remaining is not enough to announce another statewide round of grant applications as decided by FWC staff, and the need in the Rapid Removal Grant program is minimal, the following process will be utilized in an expeditious manner to expend the remaining funds.

Those counties with six or more remaining vessels that were cut from their original grant request due to the Revised Allowable Total Grant Maximum adjustment may be selected to remove some or all of the remaining vessels. The Applicants will be notified in the order in which their applications were received by FWC. FWC will contact grantee to validate that the remaining vessels can still be removed for the same amount and are still awaiting removal. The FWC will then amend their agreements to allow for up to \$40,000 more per Applicant to be spent on the

additional removals. This process will continue until the funds have been exhausted or no more valid removals remain.

## **5.2 Applications**

The Applicant will complete the general derelict vessel removal grant application and mark the checkbox for Bulk Derelict Vessel Grant. This grant opportunity is designed for the Applicant to remove as many derelict vessels within their jurisdiction as possible within a single coordinated project with up to a specified maximum removal amount. The Applicant will identify within their jurisdictional area those vessels which are derelict and prioritize those they wish to remove. These must be vessels as described in section 823.11(1)(b)1 or 2, F.S., that have had an investigation completed by a law enforcement officer who has also made all notifications as required by s.705.103(2), F.S.

If the application is accepted and the vessels on the application meet the eligibility requirements, they will be entered into the pool of all qualified derelict vessel projects statewide. Using the formula described below, the total amount of allocated funding available will be divided by the total dollars of eligible requests. This will provide the multiplier to calculate total individual Applicant awards. Each Applicant will then be notified within fifteen (15) days of their "Allowable Revised Total Grant Maximum" amount with which to work. The Applicant will then submit to FWC a revised removal list or amendment to their original application, scaled down to limit their chosen removals to be within the spending limit of the "Allowable Revised Total Grant Maximum." The applicant will have fifteen (15) days to return this amendment to FWC by mail or by email. At this point, the award will be granted and the Applicant will be notified that they will receive a grant agreement within fifteen (15) days. The FWC will prepare and mail the grant agreement to the grant Applicant. The grant Applicant will review and sign the agreement and mail the executed agreement back to FWC within thirty (30) days. FWC will review the executed document and if approved, email the Applicant approval to begin their removal operations per the grant agreement.

### **Example:**

If \$1,200,000 is allocated for the Bulk Grant, and the total amount of Bulk Grant requests from all Applicants is \$1,950,000, the formula would be  $\$1,200,000 / \$1,950,000 = .615384$ . If an Applicant's request is \$175,000 the formula would be  $\$175,000 \times .615384 =$  their Revised Allowable Total Grant Maximum of \$107,692.20

Counties with only one eligible vessel to be removed will be allowed to remove the vessel up to the single vessel grant maximum even if the revised allowable total grant maximum does not provide for funding the entire amount.

Once the removal project is complete, the Applicant will complete the project closeout as instructed by these guidelines and mail it to FWC. The FWC Derelict Vessel Program staff will review the closeout documentation and if complete, process the reimbursement payment to the Applicant as described in the grant agreement at the earliest practicable time. The Applicant's failure to complete these steps in a timely manner with complete and accurate documentation may delay or jeopardize reimbursement to the Applicant.

## SECTION VI - APPLICATION PROCESS FOR RAPID REMOVAL DERELICT VESSEL GRANTS

### 6.1 Rapid Removal General Process and Criteria for Eligibility

This process is designed for those vessels that have an urgent need for immediate removal. In addition to meeting all of the requirements of the general removal grant criteria as found in section 3.2 above, the following will be required for a Rapid Removal Grant application. When a derelict vessel is in danger of imminent sinking, breaking apart or is a critical danger to public safety or the environment and can be verified by the investigating officer, it will be eligible for rapid removal.

The Applicant will complete the general derelict vessel removal grant application and mark the check box for Rapid Removal Derelict Vessel Grant. It is imperative that the Applicant articulate in their application the justification for elevation to the Rapid Removal Program. The FWC program administrator and staff will review the application and, if the burden has been met to show just cause for rapid removal, the award will be issued as soon as practicable based on available funding. In this case, the FWC program staff will notify the Applicant by phone and email that the project has been awarded. FWC will initiate a purchase order to be issued to the awardee for the amount of the vessel removal. As soon as the removal and disposal are complete and the awardee has returned the required paperwork and evidence of removal and disposal, payment will be ordered and sent to the awardee at the earliest practicable time.

The FWC Derelict Vessel Removal Program will begin receiving and approving Rapid Removal Grant applications immediately after the announcement in the *Florida Administrative Register*. This will be an ongoing award process until the funding for the Rapid Removal Process allotment has been exhausted or until May 31 of the state fiscal year, whichever comes first. All evidence of deliverables must be completed and submitted to FWC no later than the end date as advertised.

The maximum award allowed for any single rapid removal project and the total amount allocated to rapid removal projects will be as specified in the opportunity announcement. Multiple vessels may be applied for under a single rapid removal grant application as long as they all meet the rapid removal criteria.

Criteria used to approve a vessel or vessels for removal under the rapid removal process are as follows:

1. The Applicant must meet the criteria of eligibility as specified in the guidelines section 3.1 above.
2. The application must specify in detail why the vessel is in danger of imminent sinking, breaking apart or is a critical danger to the public safety or the environment.

## 6.2 Rapid Removal Timeline:

Upon the announcement by FWC of the grant opportunity, Applicants may send in at any time their request for a rapid removal project on the approved application form. If the vessel is qualified and the Applicant is eligible, a purchase order will be requested by FWC staff for the project (funds permitting). Once a purchase order has been approved by FWC program staff, the awardee will be emailed permission to begin the work as soon as possible. FWC Derelict Vessel Program staff will update their website to show funded projects and remaining available funds at [MyFWC.com/DVgrant](http://MyFWC.com/DVgrant). Please check the website before submitting applications.

For the Rapid Removal process, a vessel may be immediately removed from the water with a determination from a law enforcement officer that the vessel is in imminent danger of sinking, breaking apart or is a critical danger to public safety or the environment. The vessel must be held in a safe or secure location where the officer can complete the derelict vessel investigation with appropriate notifications. Grantee will be responsible for storage once on land. After the law enforcement officer has completed the investigation, notifications, and the owner cannot or will not claim the vessel (if identifiable), the vessel may be destroyed. The officer is responsible for entering the vessel information into the database on/or before the day of removal. Eligibility for state funding will require an emailed approval by the FWC's Derelict Vessel Program administrator or staff prior to removal. Completion of derelict vessel determination, case investigation and database entries with law enforcement supervisor's approval are required before payment for removal is made.

## SECTION VII - GRANT AGREEMENT

### 7.1 Grant Agreement

Upon approval of a project for funding, the awardee and the Commission shall enter into a grant agreement. This grant agreement will describe the responsibilities of both parties, terms and conditions particular to each project, and incorporate applicable statutes, rules, and policies. Unless otherwise specified herein or in the Agreement, a project may not commence until the grant agreement is fully executed by all parties.

If it is necessary that the project begin before the Agreement is executed, the awardee must submit a request in writing that includes a detailed justification explaining why it was necessary. If approved, the Commission will include a provision in the Agreement authorizing pre-agreement costs. Costs for any portion of a project initiated or completed prior to the execution of the Agreement, **will not** be reimbursed unless specifically requested by the awardee and approved by the Commission. Pre-agreement costs for derelict vessel removal will be approved only when the vessel is in imminent danger of sinking or has become a critical threat to public safety as determined by the Commission's Division of Law Enforcement or Derelict Vessel Program staff. No other pre-agreement costs will be approved.

## **7.2 Execution of Agreement**

Upon receipt of the Agreement from the Commission, the awardee must sign the agreement and return it to the Commission prior to the commencement of work. Failure to execute the Agreement within thirty (30) days will render the grant null and void, unless the awardee requests an extension and provides a detailed justification.

# **VIII - COMPLIANCE REQUIREMENTS**

## **8.1 Statewide At-Risk and Derelict Vessel Database Requirement**

Every vessel listed in an application must be entered in the Statewide At-Risk and Derelict Vessel Database. The case must reflect an investigation by a sworn law enforcement officer determining the vessel to be derelict.

For bulk derelict vessel removals, the case file in the database must include well-articulated investigative notes from the officer supporting the determination of the vessel as derelict. The case file must also include uploaded images of the vessel and the associated conditions supporting the derelict determination. The case file must also show a close up of the derelict vessel sticker that was placed on the vessel and an image of the vessel with the sticker posted on it. There must also be a copy of the letter that was sent to the last known registered owner (if known) and a return receipt showing signed delivery or return. For database account and training, contact the FWC Boating and Waterways Derelict Vessel Administrator at (850) 488-5600.

## **8.2 State and Federal Laws, Authorized Disposal Sites, Manatee Protection Plan**

Projects must comply with all local, state and federal regulations, including the Manatee Protection Plan, obtain state or federal permits, if necessary, and follow all laws related to procurement for any labor, equipment, materials, facilities, construction and other services related to the project funded. Authorized disposal sites for derelict vessels shall be limited to permitted artificial reef sites, with pre-approval and permitting of reefing project, and /or a permitted landfill. The FWC requires that all work be done using best established management practices. Any exceptions must be pre-approved in writing by the Derelict Vessel Program staff.

## **8.3 Project Completion Requirement**

Failure to complete the project and make final payment request to the Commission within the stipulated period will result in grant termination and possible loss of program funds.

## **8.4 Timeline and Agreement Changes**

The awardee shall inform the FWC Derelict Vessel Program staff of any changes or time delays incurred with the project and provide at least sixty (60) days' notice prior to termination date of the project due date. If anything changes that would affect the agreement, the awardee must notify FWC immediately and request an amendment to their agreement.

## **8.5 Federal Law in Hiring Practices**

The awardee shall require that hiring of qualified project contractors and project staff that are paid for using state program funds is done without regard to race, creed, color, national origin, age, sex, or disability.

## **8.6 Project Execution Timeline**

Work shall begin within sixty (60) days of execution of the agreement, unless delay is of no fault of the awardee, or the agreement shall be cancelled.

## **8.7 Cost Overruns**

The awardee shall make every effort to avoid cost overruns on a project. If the total cost of the project exceeds the grant amount and match, the awardee shall assume liability for any additional cost.

## **8.8 Agreement Compliance Requirement**

A grant agreement will be terminated and program funds returned to the Commission for non-compliance with any of the terms of the agreement, the rule, or these guidelines, unless the non-compliance is rectified by the awardee.

## **8.9 Contingency Fees Prohibited**

Contingency fees are prohibited. Applicants must agree that they have not, or will not, pay or agree to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Applicant, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of a grant from this Program.

## **8.10 Employment Verification System**

A grant awardee shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of all new employees hired by the awardee during the term of the grant agreement. Additionally the grant awardee, in any subcontracts for the performance of work or services pursuant to the grant's scope of work, shall include the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**Inspection of Derelict Vessel "Louisa" Ferro-Cement Sailboat Hull, Potential Artificial Reef Donation  
for Taylor County**

**Aground on SE Riverside Drive next to the bridge at 7<sup>th</sup> St East, Steinhatchee, Florida**

**Thursday, September 22, 2016**

Keith Mille and Christine Carpenter  
Division of Marine Fisheries Management, Artificial Reef Program  
Florida Fish and Wildlife Conservation Commission (FWC)  
620 South Meridian Street, Tallahassee, FL 32399-1600  
<http://www.MyFWC.com>

***Purpose***

The purpose of the trip was to discuss the requirements for derelict vessel removal, review the process for artificial reef deployment, inspect the ferro-cement hull condition and determine if the "Louisa" could be a possible candidate to deploy as an artificial reef as a means to satisfy the derelict vessel removal requirements.

***Attendees***

Keith Mille, FWC Artificial Reef Program  
Christine Carpenter, FWC Artificial Reef Program  
Nicholas Korade, FWC Law Enforcement  
Chuck Mincy, FWC Law Enforcement  
Gary Albert, owner of the "Louisa"  
Clay Olson, Taylor County Extension Director  
Jody Courtney, volunteer, Taylor County Artificial Reef Team  
Brett, volunteer, Taylor County Artificial Reef Team  
Two interested citizens (adjacent homeowners on Riverside Drive)

***Background***

The 60 ft. long ferro-cement sailing vessel "Louisa" was built in 1972 and has been moored in the Steinhatchee River since approximately 2001. Around 2012, the vessel was purchase by the current owner, Capt. Gary Albert, and the boat engine was subsequently removed and used to re-power Capt. Gary Albert's commercial fishing vessel. Since then, Capt. Albert explored potential entrepreneurial plans to utilize the vessel (for example, as a live bait station during the busy recreational fishing season), but none of the plans panned out and the vessel remained at mooring in the Steinhatchee River. On Friday, September 2, 2016 Hurricane Hermine, a Class 1 hurricane made landfall just east of St Marks, Florida with peak sustained winds of 80 mph. During the storm event, the "Louisa" mooring anchoring system failed, dragging the vessel approximately 1,000 feet to the north shore of the Steinhatchee River, eventually landing aground laying on its side at an approximate 40 degree angle on the shoreline east of the small bridge on Riverside Drive just east of 7<sup>th</sup> St E.

***Items Reviewed***

1. The U.S. Army Corp of Engineers (Corps) permit deployment conditions were reviewed (Permit No. SAJ-1995-05915(IP-SWA)). If approved, the proposed deployment location would be at an

approximate depth of 52 feet within the Taylor County's Buckeye Reef permitted site located approximately 26 nm west of the Steinhatchee River entrance channel.

2. FWC Artificial Reef Program provided a table listing examples of eleven other similar ferro-cement hull vessels that have been deployed statewide from 1978 to 2012.
3. FWC Artificial Reef Program presented the results of stability analysis calculations based on the reported dimensions and weight of the vessel "Louisa" (length 60 ft, beam 16 ft, height 10 ft, and weight 40 tons).
4. A thorough inspection of the vessel was conducted by the FWC Artificial Reef Program and Taylor County Reef Research Team. Photo documentation of the outside and inside conditions were taken.
5. A discussion among all representatives about the feasibility of the vessel to be deployed as an artificial reef as a means to satisfy the FWC Derelict Vessel Program requirements was conducted.

### ***Summary and Discussion***

The Corps permit for the Buckeye Reef lists the authorized reef materials and does not currently include vessels. The permit also states that material deployed shall stand no more than 12 feet tall off the bottom, and shall not exceed the approved minimum navigational clearance depth of 32 feet at mean low water. The "Louisa" would not meet these qualifications based both on its classification as a vessel, and its beam length of 16 feet (planning for the scenario of the vessel landing on its side). Additional time would be needed for Taylor County to request and receive approval from the Corps for a permit modification to allow the "Louisa" to be deployed at the Buckeye Reef Site. There are no other active permitted areas in the vicinity, nor any other artificial reef permit areas that could potentially accommodate a vessel of this size.

The "Louisa" current condition is not in a state to be deployed as an artificial reef. There is existing plumping, wiring, cabinetry and additional wood, Plexiglas, rope, and flaking paint that would need to be removed from the inside. The vessel is currently at a 40 degree angle making it difficult to walk through the interior, creating an additional challenges and anticipated delays for demolition and removal of interior materials in its current orientation. The inspection confirmed the absence of the engine, and there was no evidence of any remaining residual oils or greases in the vessel interior, and no evidence of any oil sheen on the surface of the water accumulating in the bilge. It was not clear if the water accumulating at the bottom of the vessel was rainwater or river water. The outside condition of the hull included one 10-inch diameter hole at the port bow due to landing on the rocks during the storm, and one 12-inch diameter hole at the stern, both of which would need to be patched and approval received from the Coast Guard to allow the derelict vessel to be towed to the deployment site. The condition of the starboard side of the hull (the side resting on the rocks, out of view from inspection) is unknown.

Due to statutory time constraints of the vessel being cited as a derelict vessel violation by FWC Law Enforcement, confounded by its location on waters of the state and within the DOT road right-of-way, the "Louisa" is considered a high priority for removal. Anticipated removal in accordance with the derelict vessel violation citation requires removal within days. The timeframe to process removal as an artificial reef would be expected to take months (following permit modification, interior demo and preparation, hull repairs, coast guard dead ship tow approval, and selecting and hiring a properly insured marine contractor to tow and sink the vessel).

The consensus at the conclusion of the meeting was that the uncertainty of preparing the vessel, receiving approval from both the Corps and Coast Guard to allow the "Louisa" to be deployed, and the anticipated high cost for the owner to hire a contractor to tow the vessel to the Buckeye Reef cumulatively eliminated artificial reefing as a possible disposal option in the current situation. The most economical solution recommended to Capt. Gary Albert, the owner, was to cut the vessel in manageable sizes (accessible via crane and/or dozers from the adjacent road) to be hauled offsite for land-based disposal within the designated derelict vessel removal timeframe, then apply for a derelict vessel grant from the FWC derelict to try and recuperate some of the disposal cost.

Based on the current condition of the vessel, a variety of uncertainties, artificial reef permit limitations, and the time sensitivity for removal of this derelict vessel, the FWC Artificial Reef program does not recommend the "Louisa" as a good candidate to be deployed as an artificial reef at Taylor County's Buckeye Reef site as a recommended derelict vessel disposal option at this time.

## Representative Photos

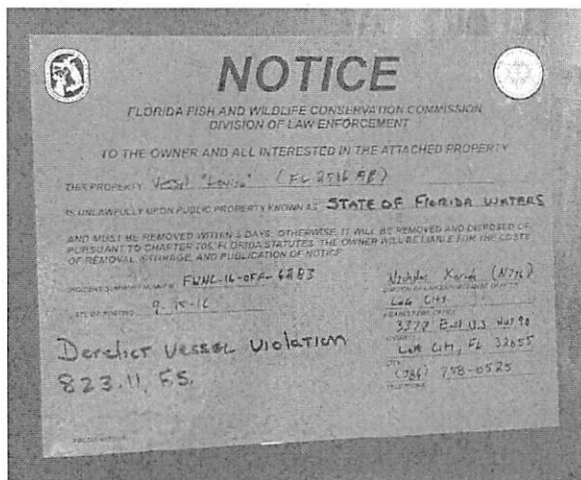


Photo 1. FWC Notice of Derelict Vessel Violation

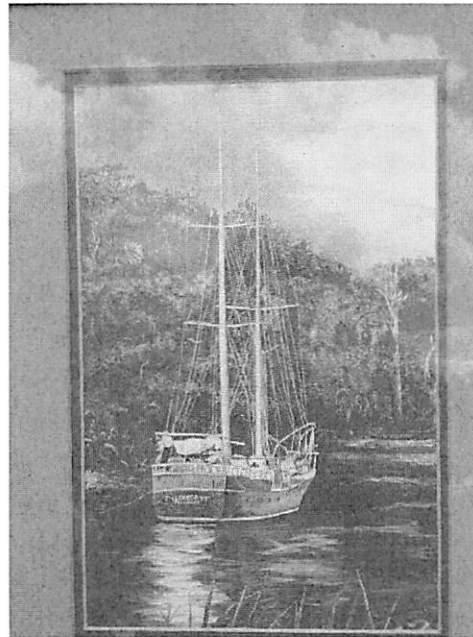


Photo 2. Painting of the "Louisa" in its original condition

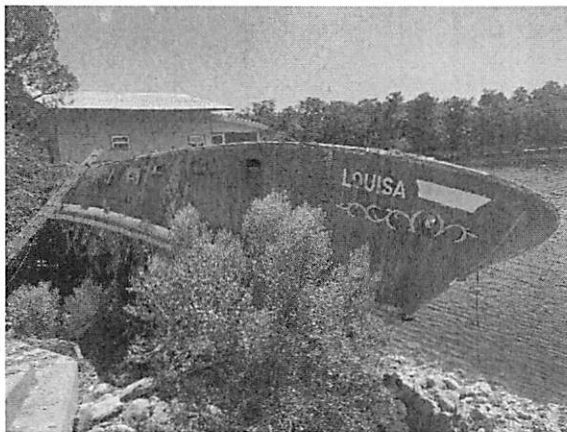


Photo 3. View of the "Louisa" aground along Riverside Road.

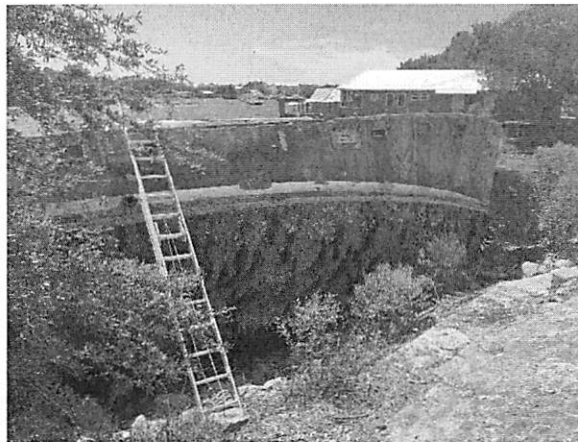


Photo 4. View of the "Louisa" aground along Riverside Road.



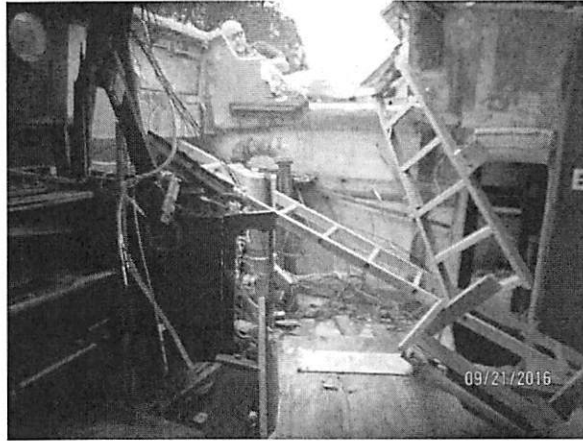
**Photo 5.** Stern view of 12 inch hole.



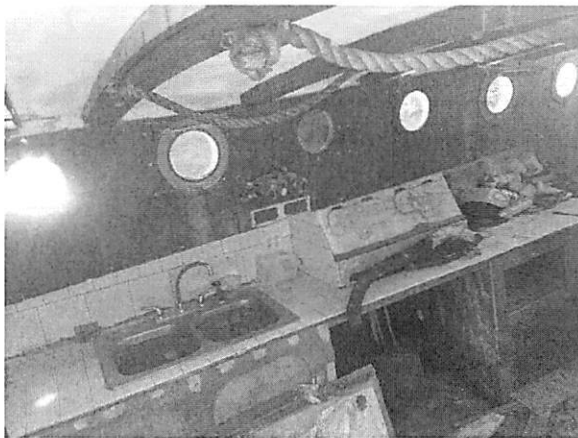
**Photo 6.** View of rocky shoreline, below port bow area with 10-inch hole created by a protruding rock.



**Photo 7.** Rock creating 10-inch hole at port bow.



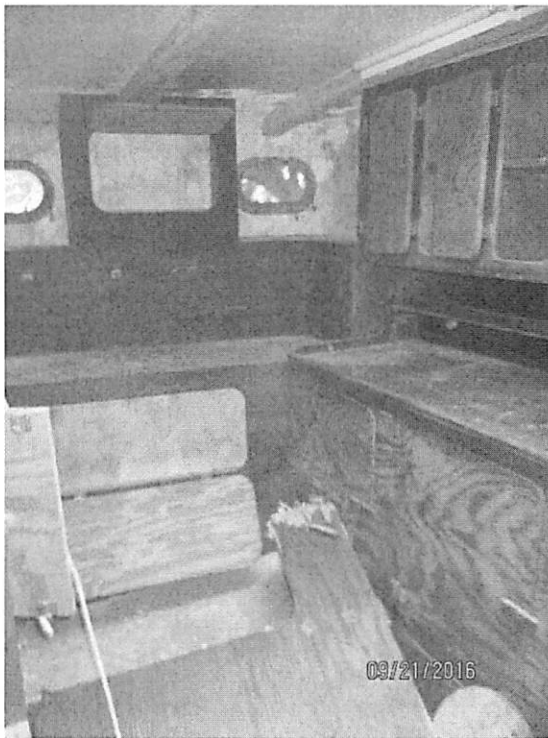
**Photo 8.** View of hull interior, mid-ship.



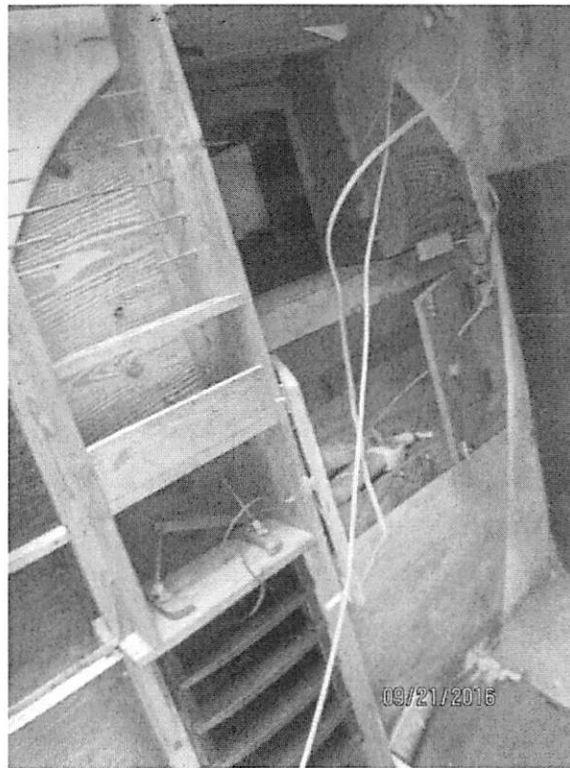
**Photo 9.** View of hull interior, mid-ship.



**Photo 10.** View of hull interior, mid-ship.



**Photo 11.** View of hull interior, aft area.



**Photo 12.** View of hull interior, aft area.



**Photo 13.** Flaking ceiling paint, aft area.



**Photo 14.** Submerged debris and water (no oil sheen).

**Ferro Cement Vessels Deployed off Florida 1978 - Present**  
**Prepared by Christine Carpenter FWC Artificial Reef Program 9/22/16**

Date	DeployID	County	Name	Description	Tons	Depth	Relief	Jurisdiction	Location Accuracy	Condition
00/00/1978	MO0008	Monroe	Alva Chapman Reef	Two Concrete Boat Hulls & Dredge Pipe	0	220	0	Federal	Low	Unknown
10/9/1993	BO0066	Broward	Captain Dede's	50' Concrete Sailboat	0	74	0	State	High	Intact as of 1996
4/30/1997	CO0039	Collier	Santa Lucia	81 Ton Cement Boat, the "Santa Lucia"	81	24	0	State	High	Unknown
6/25/1998	BE0020	Brevard	Sufix I	43' Concrete Sailboat, the "Sufix I"	0	110	15	Federal	Medium	Unknown
7/5/1998	DU0095	Duval	Bunnie's Web (BW)	52' X14' X12' Concrete Sailboat Discovered on 7/5/98 JRRT	0	49	12	Federal	Medium	Unknown
12/17/2000	BO0100	Broward	Summerfield	32' X 12' and 40' X 12' Ferro Cement Sailboats, FBIP Funding	0	70	10	State	High	Unknown
10/20/2004	LE0077	Lee	Wildmans Reef	80' Concrete Sailboat	0	36	16	State	High	Deployed upright on bottom 2004
8/29/2007	BE0063	Brevard	Fsfa Reef Site #2	50' X 12' X 15' Ferro Cement Sailboat Hull	7	120	15	Federal	High	Unknown
6/9/2008	PC0037	Pasco	Pasco Reef #4-Hudson, Addition 1E	45' Derelict Concrete Sailboat- \$37,500 From FWC Derelict Vessel Prg.	20	27	10	Federal	High	Unknown
3/9/2011	BA0245	Bay	MB-125	47' X 14' X 10' Ferro-Cement Sailboat-Funded By MBARA	8.5	61	8	State	High	Damaged during deployment, inplace as of 9/2013
7/20/2011	PI0418	Pinellas	Silver Nail	48' X 10' X 11' Ferro Cement Sailboat	18.6	100	11	Federal	High	Deployed intact, on side

FWC stability analysis of proposed Taylor County  
ferro-cement hull

9/22/2016

by Christine Carpenter

### **Deck Barge Stability Analysis**

Date = 9/21/2016

Region = Big Bend (Franklin through Pasco Counties)

Design Storm = 20 year

The orientation is head on.

Depth = 50 feet

Weight = 40 short tons

Length = 60 feet

Beam = 16 feet

Height = 10 feet

The result is Unstable.

### **Deck Barge Stability Analysis**

Date = 9/22/2016

Region = Big Bend (Franklin through Pasco Counties)

Design Storm = 20 year

The orientation is head on.

Depth = 162 feet

Weight = 40 short tons

Length = 60 feet

Beam = 16 feet

Height = 10 feet

The result is Unstable.

### **Deck Barge Stability Analysis**

Date = 9/22/2016

Region = Big Bend (Franklin through Pasco Counties)

Design Storm = 20 year

The orientation is head on.

Depth = 163 feet

Weight = 40 short tons

Length = 60 feet

Beam = 16 feet

Height = 10 feet

The result is Stable.

### **Deck Barge Stability Analysis**

Date = 9/21/2016

Region = Big Bend (Franklin through Pasco Counties)

Design Storm = 20 year

The orientation is head on.

Depth = 50 feet

Weight = 40 short tons

Length = 60 feet

Beam = 16 feet

Height = 10 feet

The result is Unstable.

### **Deck Barge Stability Analysis**

Date = 9/22/2016

Region = Big Bend (Franklin through Pasco Counties)

Design Storm = 20 year

The orientation is head on.

Depth = 50 feet

Weight = 157 short tons

Length = 60 feet

Beam = 16 feet

Height = 10 feet

The result is Unstable.

### **Deck Barge Stability Analysis**

Date = 9/22/2016

Region = Big Bend (Franklin through Pasco Counties)

Design Storm = 20 year

The orientation is head on.

Depth = 50 feet

Weight = 158 short tons

Length = 60 feet

Beam = 16 feet

Height = 10 feet

The result is Stable.



**DEPARTMENT OF THE ARMY  
JACKSONVILLE DISTRICT CORPS OF ENGINEERS  
PENSACOLA REGULATORY OFFICE  
41 NORTH JEFFERSON STREET, SUITE 301  
PENSACOLA, FLORIDA 32502**

REPLY TO  
ATTENTION OF

Pensacola Permits Section  
SAJ-1995-05915(IP-SWA)

January 20, 2011

Taylor County Board of County Commissioners  
c/o: Jack Brown, County Administrator  
201 East Green Street  
Perry, FL 32348

Dear Mr. Brown:


The U.S. Army Corps of Engineers (Corps) is pleased to enclose the Department of the Army permit, which should be available at the construction site. Work may begin immediately but the Corps must be notified of:

- a. The date of commencement of the work,
- b. The dates of work suspensions and resumptions of work, if suspended over a week, and
- c. The date of final completion.

This information should be mailed to the Special Projects and Enforcement Branch of the Regulatory Division of the Jacksonville District at 41 North Jefferson Street, Suite 301, Pensacola, Florida 32502. The Special Projects and Enforcement Branch is also responsible for inspections to determine whether Permittees have strictly adhered to permit conditions.

**IT IS NOT LAWFUL TO DEVIATE FROM  
THE APPROVED PLANS ENCLOSED.**

Sincerely,

*for*   
Donald W. Kinard  
Chief, Regulatory Division

# DEPARTMENT OF THE ARMY PERMIT

**Permittee:** Taylor County Board of County Commissioners  
201 East Green Street  
Perry, FL 32348

**Permit No:** SAJ-1995-05915 (IP-SWA)

**Issuing Office: U.S. Army Engineer District, Jacksonville**

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:** The project is to reauthorize a previously established offshore artificial reef site that would provide habitat and enhance recreational fishing and diving opportunities for residents of Taylor County. This artificial reef site was previously authorized by General Permit SAJ-50 on 18 September 1995 and expired on 19 January 2000. Material to be deployed on the site would consist of clean concrete rubble, limestone boulders and prefabricated artificial reef modules and heavy gauge steel material, such as surplus military tanks. The maximum profile of any material deployed would be no more than 12 feet with a minimum clearance depth of 32 feet at mean low water.

**Project Location:** The artificial reef site is located in the Gulf of Mexico, southwest of Taylor County, Florida. The reef site is approximately 17.8 nautical miles southwest (on compass bearing 235.5) of Keaton Beach and is referred to as Buckeye Reef.

**Latitude & Longitude:**

NE Site Corner: Latitude	29.651667° North
Longitude	83.9000° West

NW Site Corner: Latitude	29.651667° North
Longitude	83.91667° West

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SE Site Corner: Latitude 29.637222° North  
Longitude 83.9000° West

SW Site Corner: Latitude 29.637222° North  
Longitude 83.916667° West

**Permit Conditions**

**General Conditions:**

1. The time limit for completing the work authorized ends on **September 29, 2020**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions

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specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Special Conditions:**

**1. Reporting Addresses:** The Permittee shall reference this permit number, SAJ-1995-05915, on all correspondence. Unless specifically notified to the contrary, the Permittee shall use the following addresses for transmitting correspondence to the referenced agencies:

- a. (1) For hard copies:  
U.S. Army Corps of Engineers, Regulatory Division,  
Enforcement Section, Terry Wells  
41 N. Jefferson Street, Suite 301  
Pensacola, Fl 32502  
(2) For e-mail: CESAJ-ComplyDocs@usace.army.mil
- b. National Oceanic and Atmospheric Administration (NOAA),  
Office of Coast Survey, N/CS26, Sta. 7317, 1315 East-  
West Highway, Silver Springs, MD, 20910-3282
- c. Commander, U.S. Coast Guard (USCG)  
Seventh Coast Guard District  
Brickell Plaza Federal Building  
909 SE 1<sup>st</sup> Avenue  
Miami, FL 33131-3050
- d. Florida Fish and Wildlife Conservation Commission (FWC)  
Artificial Reef Program,  
620 S. Meridian Street, Box4B2,  
Tallahassee, Fl 32399  
Fax: 850-922-0463

Email: Jon.Dodrill@myfwc.com, bill.horn@myfwc.com, and  
keith.mille@myfwc.com

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2. **Initial Agency Notification:** The Permittee shall provide the Corps, NOAA, and USCG written notification of the planned deployment start date at least two weeks prior to the initial deployment on the authorized artificial reef site.

3. **Authorized Reef Materials:** The Permittee shall deploy only the following reef materials: Clean concrete rubble, limestone boulders and prefabricated artificial reef modules and heavy gauge steel material, such as surplus military tanks.

4. **Protection of Existing Resources:** The Permittee shall not deploy artificial reef materials until an assessment of the bottom conditions have been accomplished by diver, submersible video camera, fathometer, depth/bottom sounder (e.g. "fish finder"), or side-scan sonar. The inspection of the deployment area may occur at the time of deployment, but no more than one year prior to deployment. The Permittee shall maintain a deployment buffer of at least 200 feet from any submerged beds of sea grasses, coral reefs, live bottom, areas supporting growth of sponges, sea fans, soft corals, and other sessile macroinvertebrates generally associated with rock outcrops, oyster reefs, scallop beds, clam beds, or areas where there are unique or unusual concentrations of bottom-dwelling marine organisms. If, during the inspection, evidence is observed of cultural/archaeological resources, such as sunken vessels, ballast, historic refuse piles, or careenage areas the Corps will be notified by the Permittee and the above referenced deployment buffer will be implemented. The Permittee shall maintain a record of the information gained during the inspection such that it can be provided upon request to the Corps.

5. **Pre-Deployment Notification:** No less than 14 days prior to deployment of material on an artificial reef, the Permittee shall transmit by electronic mail ("email") a complete and signed "*Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification*" form, provided in Attachment 1 of this permit, to the Corps and FWC to allow inspection of the proposed reef materials as deemed necessary by the agencies. Inspection is allowable at the staging area. By signing the Pre-Deployment Notification the Permittee certifies that all materials are free from asphalt, petroleum, other hydrocarbons and toxic residues. The Permittee shall not deploy material if

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notified by the Corps or FWC that the material is questionable. The material needs to be evaluated before it is released for deployment. Any material that is deemed unacceptable for reef material will be disposed in an approved upland disposal site.

Deployment of the material shall not occur until after the end of the 14-day inspection period. The Permittee shall ensure both a copy of the Corps permit and the signed "*Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification Form*" are maintained aboard the deployment vessel at all times during loading, transit, and deployment.

**6. Post-Deployment Placement Report/As-Built Drawing:** No less than 30 days after deployment at the reef site, the Permittee shall transmit by email to the Corps and FWC a complete and signed "*Florida Artificial Reef Materials Placement Report and Post-Deployment Notification*" form provided in Attachment 2 of this permit. Please note, the Corps requires the latitude and longitude to be accurate within 5 meters horizontal distance on the post-deployment report. Attach to the report, an as-built drawing that contains the approximate deployment configurations and the height of the material after placement. Depth shall be verified utilizing fathometer, depth sounder, or similar device accurate to within 1 meter. Also, include information on the condition of the material at the time of deployment. The report and drawing shall be limited to a few pages per deployment. Representative photographs and/or video, if available, are encouraged to be submitted.

**7. Ownership/Maintenance/Liability:** By signing this permit, the Permittee certifies and acknowledges ownership of all artificial reef materials deployed on the reef, accepts responsibility for maintenance of the artificial reef, and possesses the ability to assume liability for all damages that may arise with respect to the artificial reef.

**8. Sea Turtle/Sawfish/Sturgeon Guidelines:** The Permittee shall comply with the attached National Marine Fisheries Service's "*Sea turtle and Smalltooth Sawfish Construction Conditions*", which also applies to sturgeon.

**9. Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United

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States requires removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

10. **Manatee Conditions For In-Water Work:** The Permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The Permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes

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elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-232-2580) for north Florida or Vero Beach (1-561-562-3909) for south Florida. 7) The Permittee shall follow the enclosed standard manatee construction precautions and manatee special conditions.

**Further Information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899  
(33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

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a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The

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referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

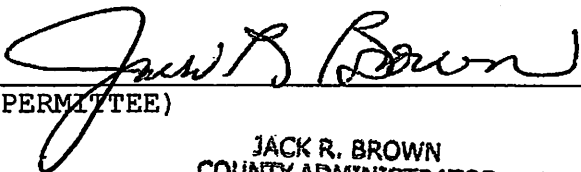
6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

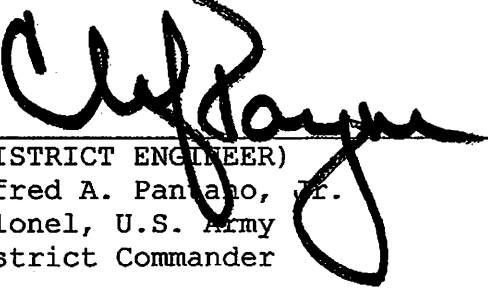
  
(PERMITTEE)


  
(DATE)


JACK R. BROWN  
COUNTY ADMINISTRATOR  
TAYLOR COUNTY, FL  
201 E. GREEN ST.  
PERRY, FL 32347

(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

  
(DISTRICT ENGINEER)

  
Alfred A. Pantano, Jr.  
Colonel, U.S. Army  
District Commander

  
(DATE)

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When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
(TRANSFeree-SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(NAME-PRINTED)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(CITY, STATE, AND ZIP CODE)

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***Attachments to Department of the Army  
Permit Number SAJ-1995-05915***

1. PERMIT DRAWINGS: 4 pages, dated September 13, 2010.
2. ADDITIONAL DOCUMENTS: as required.

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to review and approve bid documents for the Stephens Springs Restoration Project in Steinhatchee which will be funded by the Suwannee River Water Management District (SRWMD RIVER grant the County has been awarded. Bids will be received at the November 21, 2016 meeting at 6:00 p.m. or as soon thereafter as practical.

**MEETING DATE REQUESTED:**

October 18, 2016

**Statement of Issue:** Board to review and approve bid documents for the restoration of Stephens Springs in Steinhatchee.

**Recommended Action:** Approve the bid documents.

**Fiscal Impact:** The County has been awarded a RIVER grant in the amount of \$97,325.00 for the restoration of Stephens Springs. The County will be providing an "in kind" match with staff administrative support and project management and engineering services provided by qualified volunteers in Steinhatchee. No cash is being provided by the County.

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

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The County has been awarded a SRWMD RIVER grant in the amount of \$97,325 for the restoration of Stephens Springs in Steinhatchee. The scope of work for the project will include: removal of a minimum of 200 cubic feet of sediment, silt and debris in the spring pool and run; stabilization of the spring bank; construction of a storm water retention area which includes ditch enlargement, drainage pipe and weir improvements; construction of a sod parking area; placing of large rocks around the perimeter of the parking area; and planting of native vegetation in the natural areas disturbed by construction. The selected contractor will be required to comply with all terms of the SWRMD ERP General Permit # ERP-123-225824-1. Bids will be received at the November 21, 2016 Board meeting at 6:00 or as soon as practical thereafter.

**A mandatory pre-bid meeting will be held Wednesday, November 3, 2016 at 10:00 am at the project site. The bid committee will be: Stan Ridgeway, Neil Aikenhead, P.E., Jami Boothby, and Melody Cox. The draft of the grant agreement has been reviewed and approved by staff and will be received for execution by the Board within the next few weeks.**

**Attachments: Bid documents for the Stephens Springs Restoration Project.**



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

## NOTICE OF REQUEST FOR BIDS

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

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

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

**A mandatory pre-bid meeting will be held at Stephen's Spring on Wednesday, November 3, 2016 at 10:00A.M. For additional information on the pre-bid meeting, the Project Manager, Stan Ridgeway, can be contacted at 352-949-7517.**

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

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

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

or

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

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

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

## GENERAL BID INFORMATION

1. Bid documents shall be obtained from Melody Cox, Grants Director or Jami Boothby, Grants Coordinator at Perry Foley Airport, 401 Industrial Park Drive, Perry, FL 32348 Telephone (850) 838-3553 or [melody.cox@taylorcountygov.com](mailto:melody.cox@taylorcountygov.com) or [grants.assist@taylorcountygov.com](mailto:grants.assist@taylorcountygov.com) Documents may also be obtained from [www.taylorcountygov.com](http://www.taylorcountygov.com).
2. Bids **MUST** be submitted to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than **4:00 PM, local time, FRIDAY, NOVEMBER 18, 2016.**
3. Bids **MUST** be in a sealed envelope plainly marked on the outside: **"SEALED BID FOR STEPHEN'S SPRING RESTORATION PROJECT, STEINHATCHEE, FLORIDA."**
4. **All bids MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**
5. All bids **MUST** be submitted in triplicate (1 original, 2 copies).
6. No faxed or emailed bids will be accepted.
7. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**
8. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
9. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
10. Bids shall be received and respondents announced on April 6, 2015 at 6:00 PM or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32347.
11. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.
12. It is the responsibility of the responders to fully understand and follow all contract expectations, and to have full understanding of the project site requirements and area limitations.
13. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing \$1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful

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

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

15. For additional information, contact

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

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

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

## **BIDDER INFORMATION FOR SCOPE OF WORK STEPHENS SPRING RESTORATION PROJECT**

### **SCOPE OF WORK**

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

1. All Work must be completed in accordance with the Suwannee River Water Management District ERP General Permit Number ERP-123-225824-1. The ERP is an attachment to this document.
2. Drawings #1 thru 5 show minimum construction standards. Any changes to Drawing Specifications must be approved by the Project Manager and appropriate Taylor County Board of Commissioners staff. Drawings #1 thru 5 indicate the items in the Scope of Work of the project contract to be awarded with the exception of the wooden privacy fence which is excluded in the contract. The Plan Drawings are an attachment to this document.
3. Construction activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), available at [www.dep.state.fl.us/water/wetlands/docs/erp/FLEROSionSedimentManual607.pdf](http://www.dep.state.fl.us/water/wetlands/docs/erp/FLEROSionSedimentManual607.pdf), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), available at [www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf](http://www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf).
4. Contractor shall be responsible for removal of all sand, silt, and debris removal from spring and immediate area and the disposal thereof.
5. Excavated dirt from site may be used to maintain final grade elevations if dirt is clean and free of debris and contaminants. If there is excess clean dirt remaining it should be placed and used in the proposed picnic area. Dirt with debris or any contaminants shall be removed from site by Contractor and disposed thereof.
6. All dirt in the construction areas will be regraded, per the finish elevations as specified in the site Plan Drawings Pages #1-5.
7. Contractor shall provide all equipment, materials, and labor in strict accordance with ERP General Permit Number ERP-123-225824-1, in Plan Drawings Pages #1 thru 5, and as specified in bid documents for the Stephens Spring Restoration Project.
8. Large rocks which have been obtained for the project site are to be placed around the perimeter of the sod parking area by the Contractor. Should there be remaining rocks they will be placed on the

right of way on Third Avenue adjacent to the project site. The rocks shall be spaced with 36" clear between rocks. The Project Manager will provide the Contractor guidance as to where to place the extra rocks.

9. The new spring pond entry area will have an 8:1 slope starting at the bottom of the spring pond. The sand shall be beach quality clean masonry sand with a minimum depth of 3".
10. In the event there is excess sod remaining after the restoration work is complete, it shall be placed in the future proposed picnic area. The Project Manager will provide guidance to the Contractor where to place the excess sod.
11. All disturbed areas, including intertidal slopes, shall be stabilized and re-vegetated with appropriate non-invasive, annual ground cover vegetation within 72 hours after completion of construction. St. Augustine sod shall be used in the ground cover vegetation.
12. Riprap material shall be clean limestone, granite, other native rock, or clean rebar-free concrete rubble measuring 1 foot to 3 feet in diameter.
13. Except as otherwise allowed in the ERP general permit fill material used to backfill dredge holes or planting areas shall comply with the standard of not more than 10 percent of the material passing through a number 200 standard sieve and containing no more than 10 percent organic content, and be free of contaminants that cause violations of state water quality standards.
14. Turbidity shall be monitored at least twice daily during construction. Monitoring records shall be maintained and available for inspection by Suwannee River Water Management District.
15. Existing sand cement bags which have been used to stabilize walls of spring pond shall be used as specified on Page #5 of 5 of the Plan Drawings. Limestone rubble and concrete which will be used in the stabilization of the spring pond walls must meet the specifications of Page #5 of 5 of the Plan Drawings and the specifications of the ERP General Permit. If there are excess sand concrete bags they shall be removed from the project site by the Contractor and disposed of.

**THE BID FORM MUST BE SUBMITTED ITEMIZED WITH A TOTAL CONTRACT PRICE**

**TOTAL CONTRACT PRICE>>>>>>>**

## **ATTACHMENT A (CONTINUED)**

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

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

In submitting this bid, Bidder represents the following:

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

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

Company Name \_\_\_\_\_  
Contractor's Name (Print Name) \_\_\_\_\_  
Contractor's Signature \_\_\_\_\_  
Contractor's Business Address \_\_\_\_\_  
Contractor's License Number \_\_\_\_\_  
Contractor's Phone Number \_\_\_\_\_  
Contractor's E-Mail Address \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, and who is personally known to me or produced \_\_\_\_\_ identification, and after being duly sworn, states that he/she has read the foregoing and that the information is true and correct to the best of affiant's knowledge and belief.

Notary Public, State of Florida  
SEAL

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

**ATTACHMENT B  
BID CHECKLIST  
STEPHEN'S SPRING RESTORATION PROJECT**

Check Items Included:

- \_\_\_\_\_ 1. Required proposal/bid information and itemized estimate submitted in triplicate (1 original and 2 copies).
- \_\_\_\_\_ 2. Certification of Liability Insurance or Agent Statement as outlined in the General Considerations **(MUST BE INCLUDED)**.
- \_\_\_\_\_ 3. Declaration Page from Workmen's Compensation Insurance OR a Florida Worker's Compensation Exemption Certificate with an executed Hold Harmless Release and Indemnity Agreement.
- \_\_\_\_\_ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) **(AFFIDAVIT ENCLOSED)**.

**Checklist must be included with the bid.**

## ATTACHMENT C

Contractor to provide a detailed description of how existing sand, silt, and debris shall be removed from the spring bed and spring head for maximum flow and what protective measures will be used.

[illegible]

Name of Firm: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_



# SUWANNEE RIVER WATER MANAGEMENT DISTRICT

9225 CR 49 • LIVE OAK, FLORIDA 32060 • TELEPHONE 386/362-1001 • 800/226-1066 • FAX 386/362-1056

REVISED PERMIT FORM 1/01

## ERP General Permit

**PERMITTEE:**

Dustin Hinkel  
Taylor County Board of County  
Commissioners  
201 E Green Street  
Perry, FL 32347-2737

**PERMIT NUMBER:** ERP-123-225824-1

**DATE ISSUED:** February 09, 2016

**DATE EXPIRES:** February 09, 2021

**COUNTY:** Taylor

**TRS:** S23 T9S R9E

**PROJECT:** Stephen Springs Restoration Project

Upon completion, the approved entity to which operation and maintenance maybe transferred pursuant to rule 62-330.310 and 62-330.340 or 40B-4.1130, Florida Administrative Code (F.A.C) shall be:

Dustin Hinkel  
Taylor County Board of County Commissioners  
201 E Green Street  
Perry, FL 32347-2737

Based on the information provided to the Suwannee River Water Management District (District), the above mentioned project has met the conditions of issuance as found in subsection 62-330.301, subsections 62-330.407 through 62-330.635, or subsection 40B-4.3030, F.A.C. The permit is hereby in effect for the activity description below:

This permit authorizes the modification and expansion of an existing stormwater ditch to provide additional treatment, replacement of an existing inlet and weir structure, and installation of a new underground drain pipe to catch currently untreated runoff; this permit also authorizes the dredging of approximately 3000 cubic feet of sediment and the removal of rubble and debris from the Stephen's Spring bed and run, restoration/ stabilization/ vegetation of approximately 250 linear feet of the Stephen's Spring bank, and the installation of a new overflow weir, as specified in the permit application submitted by Dustin Hinkel, County Administrator for the Taylor County Board of County Commissioners, and Stan Ridgeway, Coordinator of the Stephen's Spring rework group, on August 13, 2015, and signed and sealed by M. Neil Aikenhead, II, P.E., on January 18, 2016. The project shall be performed in a manner consistent with the application package and in accordance with 62-330.451 and 62-330.631, F.A.C.

DON QUINCEY, Chairman  
Chicland, Florida

ALPHONAS ALEXANDER, Vice Chairman  
Madison, Florida

VIRGINIA H. JOHNS, Secretary/Treasurer  
Alachua, Florida

KEVIN BROWN  
Alachua, Florida

GARY F. JONES  
Old Town, Florida

VIRGINIA M. SANCHEZ  
Old Town, Florida

RICHARD SCHWAB  
Perry, Florida

BRADLEY WILLIAMS  
Monicello, Florida

VAGANT  
At Large

NOAH VALENSTEIN  
Executive Director

As the permittee and/or operation and maintenance entity, it is your responsibility to ensure that adverse off-site impacts do not occur either during or after the construction. Any additional construction or alterations not authorized by this permit may result in flood control or water quality problems both on and off site and will be a violation of District rule.

You and any other substantially affected persons are entitled to request an administrative hearing or mediation. Please refer to the enclosed notice of rights.

1. Within 30 days after completion of construction, a registered professional shall submit certification that construction was completed in substantial conformance with the plans and calculations that were submitted in the notice to use this general permit.
2. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
3. This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.
4. This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
5. The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
6. Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
7. The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.
8. This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance,

DON QUINCEY, Chairman  
Chiefland, Florida

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At Large

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Executive Director

or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

9. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the permit.
10. The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.
11. A permittee's right to conduct a specific activity under this general permit is authorized for a duration of five years.
12. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, available at [www.dep.state.fl.us/water/wetlands/docs/erp/FLERosionSedimentManual\\_6\\_07.pdf](http://www.dep.state.fl.us/water/wetlands/docs/erp/FLERosionSedimentManual_6_07.pdf), and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at [www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf](http://www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf).
13. Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
  - (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
  - (b) The maximum width of the construction access area shall be limited to 15 feet;
  - (c) All mats shall be removed within 72 hours after the work commences; and
  - (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.
14. Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

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15. The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.
16. Except where specifically authorized in a general permit, activities must not:
  - (a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
  - (b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.; or
17. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
18. The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.
19. The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:
  - (a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
  - (b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
  - (c) All in-water activities, including vessel operation, must be shutdown if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.

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Chicland, Florida

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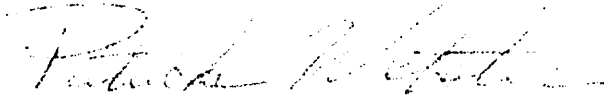
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Al Large

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Executive Director

- (d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com).
- (e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at [imperiledspecies@myfwc.com](mailto:imperiledspecies@myfwc.com) with details of the event within 24 hours following detection of the spill or frac-out.
20. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.
21. The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.
22. (a) All disturbed areas, including intertidal slopes, shall be stabilized and re-vegetated with appropriate non-invasive, annual ground cover vegetation within 72 hours after completion of construction. Subsequently, the areas shall be planted and maintained as necessary to ensure that at least 33 percent cover of planted or naturally re-established native wetland or upland plant species within 18 months of completion of authorized work. The areas shall also be maintained free of exotic invasive species.
- (b) Riprap material shall be clean limestone, granite, other native rock, or clean rebar-free concrete rubble measuring 1 foot to 3 feet in diameter.
- (c) Except as otherwise allowed under this general permit, fill material used to backfill dredge holes or planting areas shall comply with the standard of not more than 10 percent of the material passing through a number 200 standard sieve and containing no more than 10 percent organic content, and be free of contaminants that cause violations of state water quality standards.
- (d) Turbidity shall be monitored at least twice daily during construction. Monitoring records shall be maintained and available for inspection by the Agency for the period of in-water construction and an additional 90 days beyond in-water construction.

WITHIN 30 DAYS AFTER COMPLETION OF THE PROJECT, THE PERMITTEE SHALL NOTIFY THE DISTRICT, IN WRITING, THAT THE FACILITIES ARE COMPLETE.

**AUTHORIZED BY:** Suwannee River Water Management District



By:

---

Patrick Webster  
Senior Professional Engineer

DON QUINCEY, Chairman  
Chiefland, Florida

ALPHONAS ALEXANDER, Vice Chairman  
Madison, Florida

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## NOTICE OF RIGHTS

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Section 120.569 and 120.573, Florida Statutes, (F.S.), before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57 F.S. Pursuant to Rule 28-106.111, Florida Administrative Code, (F.A.C.), the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, F.A.C.
2. If the Governing Board takes action which substantially differs from the notice of District decision to grant or deny the permit application, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may choose to pursue mediation as an alternative remedy as described above. Pursuant to Rule 28-106.111, F.A.C., the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). Such a petition must comply with Chapter 28-106, F.A.C.
3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), F.S., where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Rule 28-106.201, F.A.C.
4. A substantially interested person has the right to an informal hearing pursuant to Section 120.569 and 120.57(2), F.S., where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, F.A.C.
5. A petition for an administrative hearing is deemed filed upon receipt of the petition by the Office of the District Clerk at the District Headquarters in Live Oak, Florida.
6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing pursuant to Rule 28-106.111, F.A.C.
7. The right to an administrative hearing and the relevant procedures to be followed is governed by Chapter 120, Florida Statutes, and Chapter 28-106, F.A.C.
8. Pursuant to Section 120.68, F.S., a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
9. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, F.S., may seek review of the order pursuant to Section 373.114, F.S., by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy of the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.

DON QUINCEY, Chairman  
Chiefland, Florida

ALPHONAS ALEXANDER, Vice Chairman  
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Monticello, Florida

VACANT  
At Large

NOAH VALENSTEIN  
Executive Director

10. For appeals to the District Courts of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.

11. Failure to observe the relevant time frames for filing a petition for judicial review, or for Commission review, will result in waiver of the right to review.

DON QUINCEY, Chairman  
Chiefland, Florida

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Monticello, Florida

VACANT  
At Large

NOAH VALENSTEIN  
Executive Director

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Rights has been sent to:

Dustin Hinkel  
Taylor County Board of County Commissioners  
201 E Green Street  
Perry, FL 32347-2737  
(850) 838-3500

This February 9, 2016



---

Deputy Clerk  
Suwannee River Water Management District  
9225 C.R. 49  
Live Oak, Florida 32060  
386.362.1001 or 800.226.1066 (Florida only)

cc: File Number: ERP-123-225824-1

DON QUINCEY, Chairman  
Chiefland, Florida

ALPHONAS ALEXANDER, Vice Chairman  
Madison, Florida

VIRGINIA H. JOHNS, Secretary/Treasurer  
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Executive Director

**NOTICING INFORMATION**

Dear Permittee:

Please be advised that the Suwannee River Water Management District (District) has not published a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit to file a petition challenging the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a onetime notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice, the time to challenge the issuance of your permit will not expire.

A copy of the notice and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit as proof of publication. In accordance with 40B-1.1010(4), F.A.C., a copy of the affidavit shall be provided to the District within 14 days of publication. A scanned copy of the affidavit may be forwarded to Tilda Musgrove by email at [tjm@srwmd.org](mailto:tjm@srwmd.org) (preferred method) or send the original affidavit of publication to:

Tilda Musgrove  
Resource Management  
9225 CR 49  
Live Oak, FL 32060

If you have any questions, please contact me at 386.362.1001.  
Sincerely,

*Tilda Musgrove*

Tilda Musgrove  
Business Resource Specialist  
Resource Management

DON QUINCEY, Chairman  
Chiefland, Florida

ALPHONAS ALEXANDER, Vice Chairman  
Madison, Florida

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At Large

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Executive Director

NOTICE OF AGENCY ACTION TAKEN BY THE  
SUWANNEE RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on \_\_\_\_\_:  
(Name and address of applicant) \_\_\_\_\_  
permit# \_\_\_\_\_. The project is located in \_\_\_\_\_ County, Section  
\_\_\_\_\_, Township \_\_\_\_\_ South, Range \_\_\_\_\_ East. The permit authorizes a surface  
water management system on \_\_\_\_\_ acres for

\_\_\_\_\_. The receiving water body is \_\_\_\_\_.  
A person whose substantial interests are or may be affected has the right to request an  
administrative hearing by filing a written petition with the Suwannee River Water Management  
District (District). Pursuant to Chapter 28-106 and Rule 40BB-1.1010, Florida Administrative Code  
(F.A.C.), the petition must be filed (received) either by delivery at the office of the Resource  
Management Business Resource Specialist at District Headquarters, 9225 CR 49, Live Oak FL  
32060 or by e-mail to [tjm@srwmd.org](mailto:tjm@srwmd.org), within twenty-one (21) days of newspaper publication of the  
notice of intended District decision (for those persons to whom the District does not mail or email  
actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida  
Statutes (F.S.), and Chapter 28106, F.A.C. The District will not accept a petition sent by facsimile  
(fax). Mediation pursuant to Section 120.573, F.S., is not available.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the  
District Clerk at the District Headquarters in Live Oak, FL during the District's regular business  
hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District  
holidays. Petitions received by the District Clerk after the District's regular business hours shall be  
deemed filed as of 8 a.m. on the next regular District business day.

The right to an administrative hearing and the relevant procedures to be followed are governed by  
Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40B-  
1.1010, Florida Administrative Code. Because the administrative hearing process is designed to  
formulate final agency action, the filing of a petition means the District's final action may be  
different from the position taken by it in this notice. **Failure to file a petition for an  
administrative hearing within the requisite time frame shall constitute a waiver of the right  
to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, you may request the Notice of Rights for this permit by contacting the  
Business Resource Specialist in the Division of Resource Management (RM), 9225 CR 49, Live  
Oak, FL 32060, or by phone at 386.362.1001.

DON QUINCEY, Chairman  
Chiefland, Florida

ALPHONAS ALEXANDER, Vice Chairman  
Madison, Florida

VIRGINIA H. JOHNS, Secretary/Treasurer  
Alachua, Florida

KEVIN BROWN  
Alachua, Florida

GARY F. JONES  
Old Town, Florida

VIRGINIA M. SANCHEZ  
Old Town, Florida

RICHARD SCHWAB  
Penry, Florida

BRADLEY WILLIAMS  
Monticello, Florida

VACANT  
At Large

NOAH VALENSTEIN  
Executive Director

**NEWSPAPER ADVERTISING**

**ALACHUA**

Gainesville Sun Legal Advertising  
PO Box 14747  
Gainesville, FL 32614  
352.372.4222

**BRADFORD**

Bradford County Telegraph, Legal Advertising  
P. O. Drawer A  
Starke, FL 32901  
904-964-6305/ fax 904-964-8628

**COLUMBIA**

Lake City Reporter  
180 E Duval Street  
Lake City, FL 32055  
386.754.0401

**DIXIE**

Dixie County Advocate  
174 County Road 351  
Cross City, FL 32628  
352.498.3312

**GILCHRIST**

Gilchrist County Journal  
207 N Main St  
Trenton, FL 32693  
352.463.7135

**HAMILTON**

Jasper News  
521 Demorest Street SE  
Live Oak, FL 32064  
386.362.1734

**JEFFERSON**

Monticello News  
PO Drawer 772  
Madison, FL 32344  
850.997.3568

**LAFAYETTE**

Mayo Free Press  
521 Demorest Street SE  
Live Oak, FL 32064  
386.362.1734

**LEVY**

Levy County Journal  
PO Box 159  
Bronson, FL 32621  
352.486.2312

**MADISON**

Madison Carrier  
PO Drawer 772  
Madison, FL 32344  
850.973.4141

**SUWANNEE**

Suwannee Democrat  
521 Demorest Street SE  
Live Oak, FL 32064  
386.364.1734

**TAYLOR**

Taco Times  
PO Box 888  
Perry, FL 32348  
850.584.5513

**UNION**

Union County Times  
125 E Main Street  
Lake Butler, FL 32054  
386.496.2261

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_
2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)  
Whose business address is \_\_\_\_\_  
\_\_\_\_\_ and  
(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_,  
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity  
named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes,  
means a violation of any state or federal law by a person with respect to and directly related to the  
transaction of business with any public entity or with an agency or political subdivision of any other  
state or with the United States, including, but not limited to, any bid or contract for goods or services to  
be provided to any public entity or an agency or political subdivision of any other state or of the United  
States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material  
misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes,  
means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of  
guilt, in any federal or state trial court or record relating to charges brought by indictment or  
information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a  
plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - A. A predecessor or successor of a person convicted of a public entity crime: or
  - B. An entity under the control of any natural person who is active in the management of the  
entity and who has been convicted of a public entity crime. The term "affiliate" includes those  
officers, directors, executives, partners, shareholders, employees, members, and agents who  
are in the management of an affiliate. The ownership by one person of shares constituting a  
controlling interest in another person, or a pooling of equipment or income among persons  
when not for fair another person. A person who knowingly enters into a joint venture with a  
person who has been convicted of a public entity crime in Florida during the preceding 36  
months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any  
natural person or entity organized under the laws of any state or the United States with the legal power  
to enter into a binding contract and which bids or applies to bid on contracts for the provisions of  
goods or services let by a public entity, or which otherwise transacts or applies to transact business  
with a public entity. The term "person" includes those officers, directors, executives, partners,  
shareholders, employees, members, and agents who are in the management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1.5	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
	1.5	1.5	1.0	1.0	1.0	1.0	2.0	1.0	1.0	
			2.0	2.0	1.0	1.0	1.0	1.0	1.0	
			3.0	2.5	2.0	1.5	1.0	1.0	1.0	
			1.0	1.0	1.0	1.0	1.0	1.0	1.0	
				1.0	1.0					

Approximate sand/silt to be removed based on depth

Convert 2839 cubic feet to cubic yards  $2839/27 = 105.20$  cubic yards



# Bruce A. Ratliff

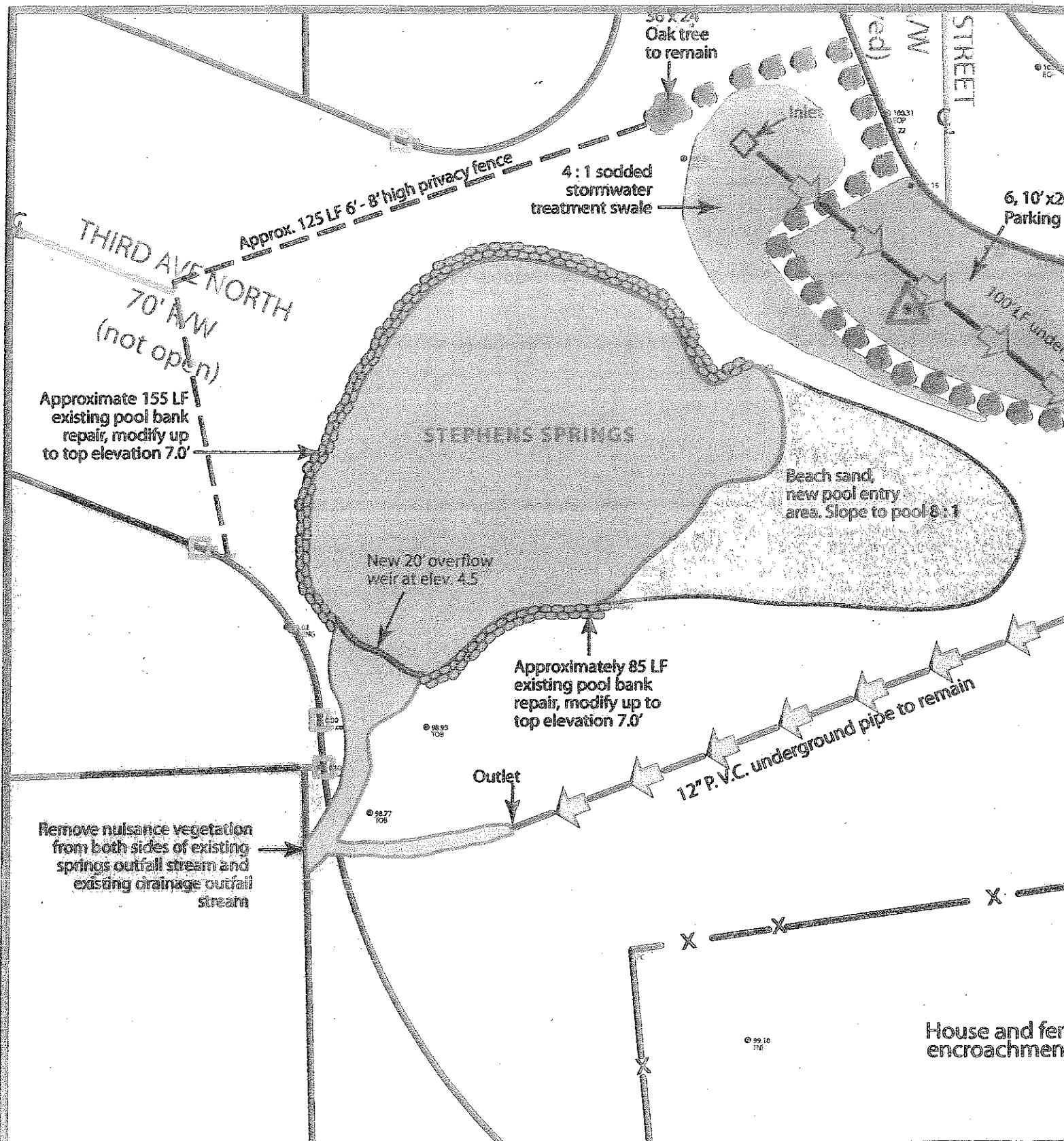
## Taylor County Property Appraiser

### For Assessment Purposes Only



NOTE: This product has been compiled from the most accurate source data from Taylor County. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Taylor County and the Taylor County Property Appraiser assume no responsibility for any use of the information contained herein or any loss resulting therefrom.





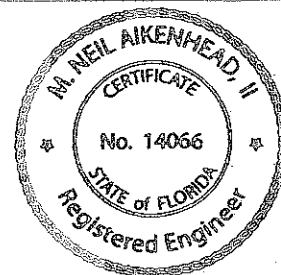
## REVISIONS

## SIGNATURE

M. NEIL AIKENHEAD, II FLA P.E. 14066

Date Signed: \_\_\_\_\_

SEAL





3RD AVENUE  
RETENTION DITCH WEIR

EXISTING  
PIPE

1/8" STAINLESS STEEL OR  
3/16" FIBERGLASS,  
PAINTED WHITE, BAFFLE

### PLAN VIEW

EXISTING

ELAVATION 3.01'  
INV. EXISTING 12"  
PCV DRAIN PIPE

### SECTION VIEW

TOP OF SKIMMER ELEVATION 5.0  
TOP OF GRATE ELEVATION 4.5'

## GROUTED OR "RAM-NEX" JOINTS

TOP OF SLOTS ELEVATION 3.25'

1. BOTTOM OF SKIMMER ELEV. 2.5'

ELEVATION 1.0' AT  
BOTTOM OF STRUCTURE

## REVISIONS

# SIGNATURE

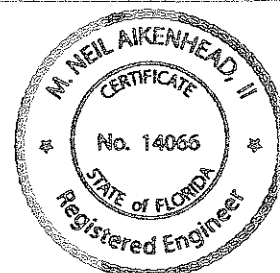
M. NEIL AIKENHEAD, II FLA P.E. 14066

Date Signed: \_\_\_\_\_

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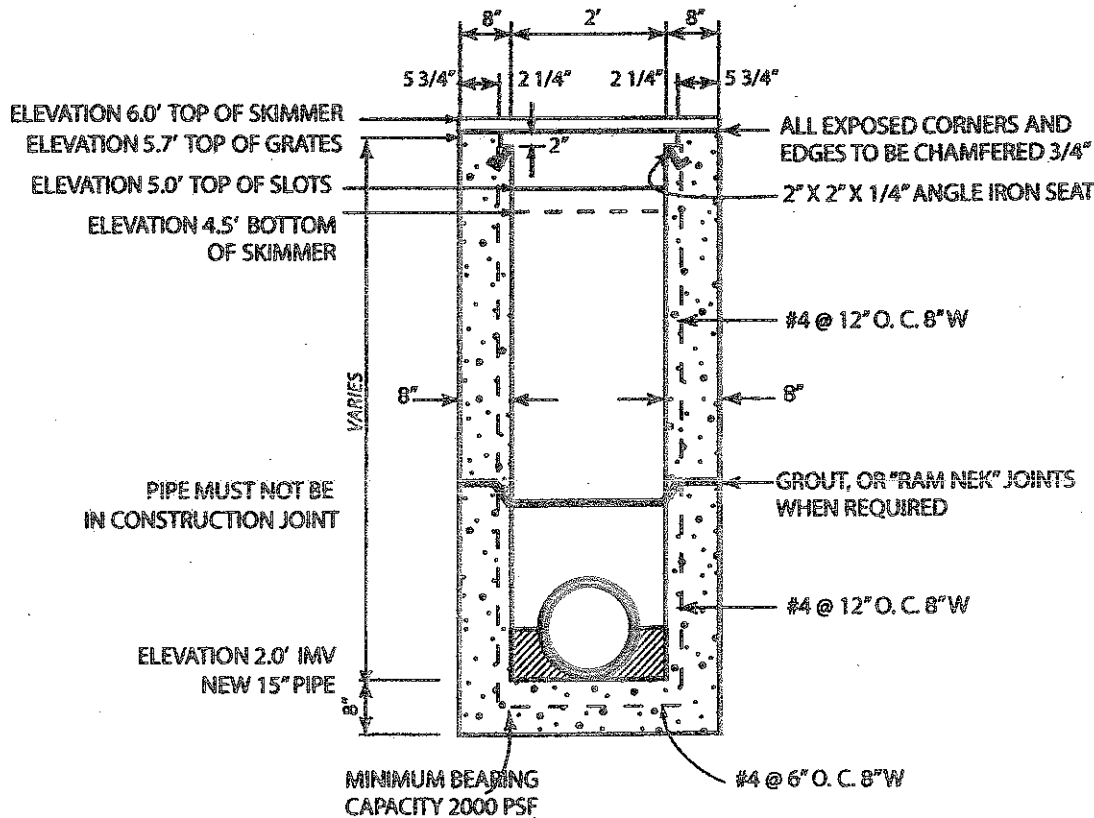
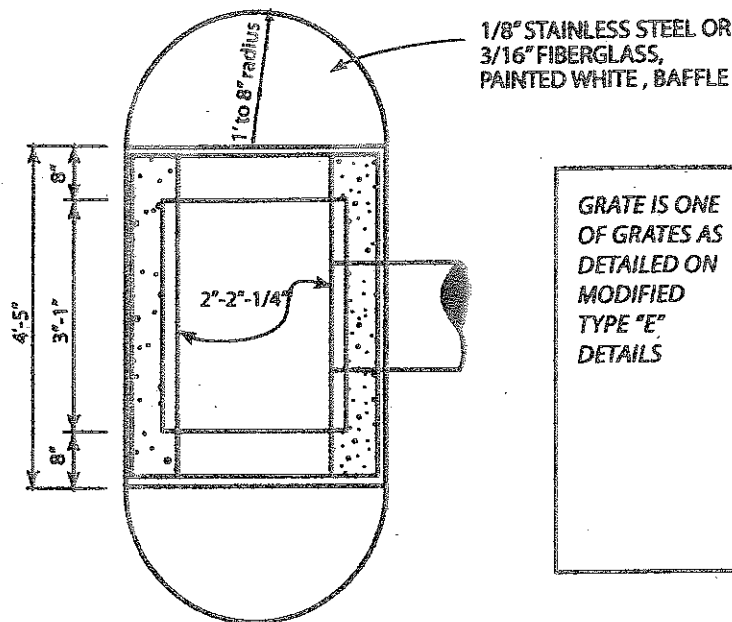
*Interpretative Drawing by P. Batchelder*

# SEAL



# MODIFIED TYPE "C" INLET

## RETENTION POND WEIR TYPICAL DETAIL



## REVISIONS

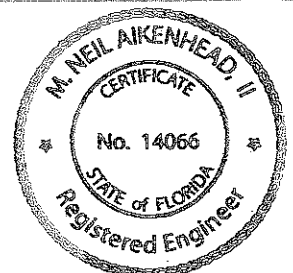
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Interpretative Drawing by P. Batchelder

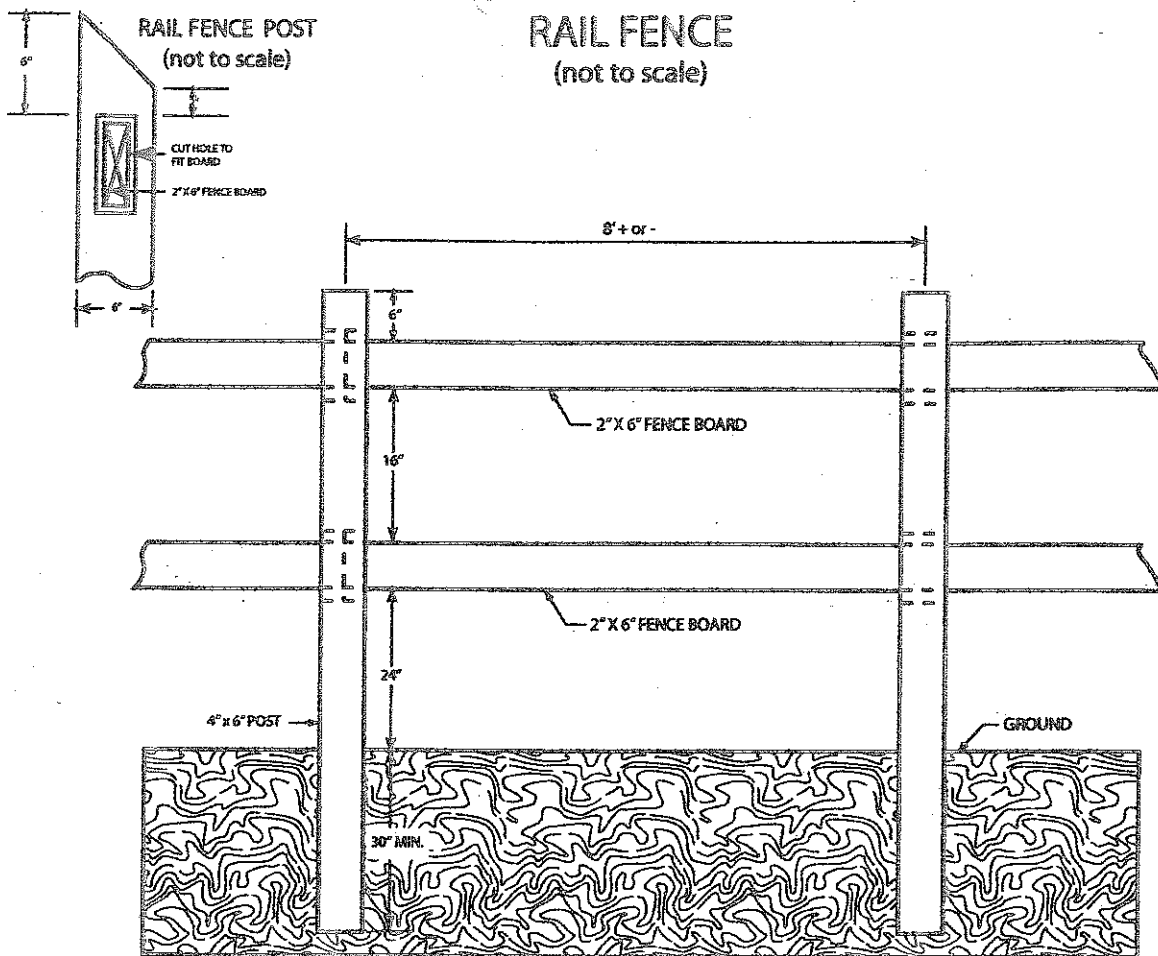
## SIGNATURE

M. NEIL AIKENHEAD, II FLA P.E. 14066

Date Signed: \_\_\_\_\_

SEAL





- NOTES:
1. RUBBLI
  2. CONCR
  3. EMBED  
AND TO

LOW WATER LE

REMOVE EXE  
AND DEBRIS  
ELEVATION 0

## OVERFLOW WEIR DETAILS

20'- WIDE OVERFLOW CONTROL WALL TO BE STANDARD CONCRETE BLOCK SET ON 8" THICK #57 GRAVEL BASE PLACED UNIFORMLY AT ELAVATION 0.0' EACH BLOCK CELL SHALL BE FILLED WITH 2 -#4 RE-BAR AND 3,500 PSI CONCRETE TO A FINISHED TOP ELEV. OF 5.3 (8 COURSES OF 8" BLOCK), EXCEPT AT OPENING IN CENTER. IN APPROXIMATE CENTER OF 20' WALL, PROVIDE A 32" WIDE OPENING FINISHED TO ELEVATION 4.50' AS OUTLET WEIR. CEMENT GROUT THE SPRING-POOL OF THE ENTIRE WALL GRAVEL BASE AND TO 2' BEYOND EACH SIDE WITH 3,500 PSI GROUT TO 18" AWAY FROM WALL TO KEEP POOL FLOW FROM FROM UNDERMINING THE WALL BASE.

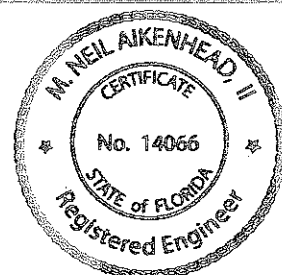
REVISIONS

SIGNATURE

M. NEIL AIKENHEAD, II FLA P.E. 14066

Date Signed: \_\_\_\_\_

SEAL



Bank&FencingDetail.ai  
Interpretative Drawing by P. Batchelder

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to review and approve the Florida Department of Transportation Supplemental Joint Participation Agreement (JPA) #217332-5-94-17 and Resolution for the construction of restroom facilities in the new corporate aircraft storage facility at Perry Foley Airport.

**MEETING DATE REQUESTED:**

October 18, 2016

**Statement of Issue:** Board to review and approve the Supplemental JPA and Resolution which increases the original grant amount by \$60,000 for the construction of restroom facilities in the new corporate hangar.

**Recommended Action:** Approve the FDOT Supplemental Joint Participation Agreement and Resolution.

**Fiscal Impact:** The JPA is in the amount of \$578,504.00. The JPA was increased by \$60,000 for the construction of restroom facilities in the new corporate hangar. The project will 100% grant funded. THE COUNTY IS NOT PROVIDING A MATCH.

**Budgeted Expense:** Y/N Not applicable, the County is not providing a cash match.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** FDOT provided a grant in the amount of \$518,504.00 for the construction of a corporate hangar at Perry Foley Airport. There was not sufficient funding available to construct restroom facilities in the original grant. The corporate hangar was leased immediately upon completion of the facility and FDOT has awarded the County additional funding to construct restrooms. The corporate hangar has been leased by Richard Connell/G-FAST (Georgia-Florida Aviation Search Team).

**Attachments:** FDOT Supplemental Joint Participation Agreement and Resolution.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

725-030-07  
PUBLIC TRANSPORTATION  
6/11  
Page 1 of 3

**Number 3**

Financial Project No.: <u>217332-5-94-17</u> (item-segment-phase-sequence)	Fund: <u>DDR,DPTO</u> Function: <u>637</u> Federal No.: _____ DUNS No.: <u>80-939-7102</u>	FLAIR Approp.: <u>088719</u> FLAIR Obj.: <u>751000</u> Org. Code: <u>55022020228</u> Vendor No.: <u>VF596000879001</u>
Contract No.: <u>AR732</u> CFDA Number: _____	CSFA Number: <u>55.004</u>	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and Taylor County  
511 Industrial Drive Perry, FL 32348  
hereinafter referred to as Agency.

**WITNESSETH:**

WHEREAS, the Department and the Agency heretofore on the 24 th day of October, 2013  
entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended  
hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment  
"A" for a total Department Share of \$ 578,504.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow  
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended  
and supplemented as follows:

**1.00 Project Description:** The project description is amended

Perry Floey APT Design and Construct Box Hangar REDI Project

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is ☒ increased ☐ decreased by \$ 60,000.00  
bringing the revised total cost of the project to \$ 578,504.00

Paragraph 4.00 of said Agreement is ☒ increased ☐ decreased by \$ 60,000.00  
bringing the Department's revised total cost of the project to \$ 578,504.00

**3.00 Amended Exhibits:**

Exhibit(s) B & D of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 16.00 of said Agreement 6/30/2017.

**5.00 E-Verify:**

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 217332-5-94-17

Contract No. AR732

Agreement Date \_\_\_\_\_

Except as hereby modified, amended or changed, all other terms of said Agreement dated 10/24/2013  
and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first  
above written.

AGENCY

Taylor County

AGENCY NAME

\_\_\_\_\_  
SIGNATORY (PRINTED OR TYPED)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

FDOT

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

\_\_\_\_\_  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

James M. Knight, P.E.

\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

Urban Planning and Modal Administrator

\_\_\_\_\_  
TITLE

Financial Project No. 217332-5-94-17

Contract No. AR732

Agreement Date \_\_\_\_\_

**ATTACHMENT "A"**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between  
the State of Florida, Department of Transportation and Taylor County  
511 Industrial Drive Perry, FL 32348

dated 10/24/2013

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Additional Funds to cover the construction of a restroom in the New Hangar at Perry-Foley Airport. Funding includes the design, permitting, administration, resident engineering and construction inspection.

This will also include a time extension for this contract.

		As Approved	As Amended	Net Change
I.	Project Cost	\$518,504.00	\$578,504.00	\$60,000.00
		As Approved	As Amended	Net
II.	Fund	DDR,DPTO	DDR,DPTO	DDR,DPTO
	Department:	\$518,504.00	\$578,504.00	\$60,000.00
	Agency:	\$0.00	\$0.00	\$0.00
	Federal:	\$0.00	\$0.00	\$0.00
<hr/>				
	Total Project Cost	\$518,504.00	\$578,504.00	\$60,000.00

Comments:

The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.

**ATTACHMENT "A"**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

**III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING**

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

<b>FY</b>	<b>Amount</b>
2014	\$83,970.00
2015	\$404,534.00
2016	\$30,000.00
2017	\$60,000.00



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

Upon motion of Commissioner \_\_\_\_\_ with second by Commissioner \_\_\_\_\_ and a vote of \_\_\_\_\_ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

## RESOLUTION

**WHEREAS**, The *Taylor County Board of Commissioners*, and the *State of Florida Department of Transportation (FDOT)* have determined it to be in their mutual interest to facilitate the development of the herein described project at the *Perry Foley Airport*, to wit:

### **PERRY FOLEY AIRPORT DESIGN AND CONSTRUCT BOX HANGAR PROJECT** *Financial Project No: 217332-5-94-17*

**WHEREAS**, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$578,504.00; FDOT will be funding a maximum of \$578,504.00 as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI); and;

**WHEREAS**, both parties now wish to formalize the arrangement in the form of a Joint Participation Agreement (JPA).

**NOW THEREFORE**, be it resolved, as follows:

1. The **TAYLOR COUNTY BOARD OF COMMISSIONERS** confirms its desire to enter into a Joint Participation Agreement with the **State of Florida Department of Transportation**;
2. *Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI)*;
3. The Chairman, Jody DeVane, or his authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
4. The Chairman, Jody DeVane, or his authorized designee, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Joint Participation Agreement with the State of Florida Department of Transportation

**WITNESSETH:** Adopted the 18<sup>th</sup> day of October 2016 in Regular Session by the *Taylor County Board of Commissioners*.

*Board of County Commissioners*  
*Taylor County, Florida*

By: \_\_\_\_\_  
*Jody DeVane, Chairman*

Attest: \_\_\_\_\_  
*Annie Mae Murphy, Clerk*

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND DISCUSS THE PROPOSED INITIAL MULTI-YEAR IMPLEMENTATION PLAN FOR RESTORE ACT DIRECT COMPONENT FUNDING, AS AGENDAED BY THE COUNTY ADMINISTRATOR

**MEETING DATE REQUESTED:**

OCTOBER 18, 2016

**Statement of Issue:** THE BOARD TO REVIEW AND DISCUSS THE MYIP FOR RESTORE ACT DIRECT COMPONENT FUNDING

**Recommended Action:** APPROVE TO BEGIN THE REQUIRED 45 DAY PUBLIC COMMENT PERIOD

**Fiscal Impact:** \$6,530,000

**Budgeted Expense:** NO

**Submitted By:** DUSTIN HINKEL, COUNTY ADMINISTRATOR

**Contact:** 838-3500x7

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** THE COUNTY IS ELIGIBLE FOR FUNDS FROM THE RESTORE ACT DIRECT COMPONENT FOR ELIGIBLE PROJECTS. THE BOARD CREATED A RESTORE ACT ADVISORY COMMITTEE TO ADVISE ON POTENTIAL PROJECTS AND PRIORITIES. THE RESULTS OF THE COMMITTEE WERE PRESENTED TO THE BOARD FOR FURTHER DISCUSSION AND PRIORITIZATION. NOW THE COUNTY HAS SUFFICIENT FUNDING IS ITS DIRECT COMPONENT ALLOCATION TO BEGIN EXECUTION ON ITS PRIORITIES.

THE ACTION REQUESTED TONIGHT IS TO PROVIDE STAFF WITH INPUT AND TASK STAFF TO POST THE PLAN AND SOLICIT PUBLIC INPUT. AFTER THE REQUIRED 45 DAY COMMENT PERIOD THE REVISED PLAN WILL BE BROUGHT TO THE BOARD FOR FINAL APPROVAL AND TRANSMITTAL.

**Options:** APPROVE WITH COMMENTS AND BEGIN COMMENT PERIOD

NOT BEGIN THE PUBLIC COMMENT PERIOD

**Attachments:** DRAFT MYIP  
BP FUND ALLOCATION PROJECTIONS

**PRELIMINARY ENGINEERING REPORT FOR CANAL  
DREDGING**

						\$0			
						\$0			
						\$0			
						\$0			
12. ESTIMATED TOTAL FUNDING CONTRIBUTIONS FOR ACTIVITY(IES) (refer to instructions)			\$715,000	\$5,765,000	\$50,000	\$6,530,000	Please note: Grant awards may reflect non-material changes in proposed dates and estimated funding.		

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

**PROJECTED BP ANNUAL DEPOSITS INTO THE GULF COAST RESTORATION TRUST FUND  
PURSUANT TO THE CONSENT DECREE ACCEPTED ON APRIL 4, 2016 BY THE U.S. DISTRICT COURT  
Estimated Gross Allocations Cumulative by Year Through 2031<sup>1</sup>**

*Please refer to Gulf Coast Restoration Trust Fund: Trust Fund Allocations Tables to Determine the Amounts Available and Funds Remaining after Obligations or Transfers.*

RESTORE Act Component <sup>2</sup>	Gross Allocations Before Transfers and Obligations As of June 30, 2016 <sup>3</sup>	Estimated Gross Allocations Cumulative Through Year 1 with BP Proceeds (2017) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 2 with BP Proceeds (2018) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 3 with BP Proceeds (2019) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 4 with BP Proceeds (2020) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 5 with BP Proceeds (2021) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 10 with BP Proceeds (2022 - 2026) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 15 with BP Proceeds (2027 - 2031) <sup>1</sup>
Direct Component	\$ 327,303,911.87	\$ 426,182,532.62	\$ 479,285,980.77	\$ 585,492,877.37	\$ 691,699,773.97	\$ 797,906,670.57	\$ 1,328,941,153.57	\$ 1,859,975,636.02
Comprehensive Plan Component <sup>4</sup>	\$ 280,859,439.85	\$ 365,612,543.36	\$ 411,129,784.64	\$ 502,164,267.44	\$ 593,198,750.24	\$ 684,233,233.04	\$ 1,139,405,647.04	\$ 1,594,578,060.56
Spill Impact Component	\$ 280,546,210.17	\$ 365,299,313.67	\$ 410,816,554.95	\$ 501,851,037.75	\$ 592,885,520.55	\$ 683,920,003.35	\$ 1,139,092,417.35	\$ 1,594,264,830.87
NOAA Science Program <sup>4</sup>	\$ 23,535,465.70	\$ 30,598,224.30	\$ 34,391,327.74	\$ 41,977,534.64	\$ 49,563,741.54	\$ 57,149,948.44	\$ 95,080,982.94	\$ 133,012,017.40
Centers of Excellence Research Grants Program <sup>4</sup>	\$ 23,535,465.70	\$ 30,598,224.30	\$ 34,391,327.75	\$ 41,977,534.65	\$ 49,563,741.55	\$ 57,149,948.45	\$ 95,080,982.95	\$ 133,012,017.40
<b>CUMULATIVE TOTALS</b>	<b>\$ 935,780,493.29</b>	<b>\$ 1,218,290,838.25</b>	<b>\$ 1,370,014,975.85</b>	<b>\$ 1,673,463,251.85</b>	<b>\$ 1,976,911,527.85</b>	<b>\$ 2,280,359,803.85</b>	<b>\$ 3,797,601,183.85</b>	<b>\$ 5,314,842,562.25</b>

<sup>1</sup> For illustrative purposes, estimates through April 2031 assume 15 annual deposits pursuant to the BP consent decree accepted by the Eastern Federal District Court of New Orleans on April 4, 2016, and are adjusted for sequestration, pursuant to section 251A of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended, by withholding the year-one sequestration for the succeeding 15 years due to the uncertainty of sequestration in future years.

<sup>2</sup> The Department of the Treasury Office of Gulf Coast Restoration (Treasury) administers the RESTORE Act's Direct Component and Centers of Excellence Research Grants Program; the Gulf Coast Ecosystem Restoration Council (Council), a new independent federal entity created under the RESTORE Act, administers the Comprehensive Plan and Spill Impact Components; and the Department of Commerce National Oceanic and Atmospheric Administration (NOAA) administers the NOAA RESTORE Act Science Program.

<sup>3</sup> These totals include Transocean Penalty and Interest Payments and the single payment of the December 16, 2015, Anadarko Petroleum Corporation judgment, issued by the United States District Court for the Eastern District of Louisiana, comprised of a civil penalty plus penalty interest, adjusted for Fiscal Year 2016 sequestration, pursuant to section 251A of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended.

<sup>4</sup> These totals do not include the Fiscal Year 2016 earned interest on the trust fund. The RESTORE Act requires that Treasury allocate the prior fiscal year's earned interest to the Comprehensive Plan (50%), NOAA's Science Program (25%), and Centers of Excellence Research Grants Program (25%). Under the Final Rule, Treasury shall allocate the funds within 10 days after the federal fiscal year end.

**PROJECTED BP ANNUAL DEPOSITS INTO THE GULF COAST RESTORATION TRUST FUND**  
**PURSUANT TO THE CONSENT DECREE ACCEPTED ON APRIL 4, 2016 BY THE EASTERN FEDERAL DISTRICT COURT OF NEW ORLEANS**  
**Estimated Gross Allocations Cumulative by Year Through 2031<sup>1</sup>**

*Please refer to Gulf Coast Restoration Trust Fund: Trust Fund Allocations Tables to Determine the Amounts Available and Funds Remaining after Obligations or Transfers.*

**Treasury-Administered Direct Component and Centers of Excellence Research Grants Program Allocation Estimates**

	Gross Allocations Before Transfers and Obligations As of June 30, 2016 <sup>2</sup>	Estimated Gross Allocations Cumulative Through Year 1 with BP Proceeds (2017) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 2 with BP Proceeds (2018) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 3 with BP Proceeds (2019) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 4 with BP Proceeds (2020) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 5 with BP Proceeds (2021) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 10 with BP Proceeds (2022 - 2026) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 15 with BP Proceeds (2027 - 2031) <sup>1</sup>
<b>DIRECT COMPONENT</b>								
Alabama	\$ 65,460,782.37	\$ 85,236,506.52	\$ 95,857,196.15	\$ 117,098,575.47	\$ 138,339,954.79	\$ 159,581,334.11	\$ 265,788,230.71	\$ 371,995,127.20
Florida Counties *	\$ 65,460,782.38	\$ 85,236,506.53	\$ 95,857,196.16	\$ 117,098,575.48	\$ 138,339,954.80	\$ 159,581,334.12	\$ 265,788,230.72	\$ 371,995,127.21
Louisiana (70%) *	\$ 45,822,547.67	\$ 59,665,554.56	\$ 67,100,037.30	\$ 81,969,002.82	\$ 96,837,968.34	\$ 111,706,933.86	\$ 186,051,761.46	\$ 260,396,588.99
Louisiana Parishes (30%) *	\$ 19,638,234.71	\$ 25,570,951.97	\$ 28,757,158.86	\$ 35,129,572.66	\$ 41,501,986.46	\$ 47,874,400.26	\$ 79,736,469.26	\$ 111,598,538.22
Mississippi	\$ 65,460,782.37	\$ 85,236,506.52	\$ 95,857,196.15	\$ 117,098,575.47	\$ 138,339,954.79	\$ 159,581,334.11	\$ 265,788,230.71	\$ 371,995,127.20
Texas	\$ 65,460,782.37	\$ 85,236,506.52	\$ 95,857,196.15	\$ 117,098,575.47	\$ 138,339,954.79	\$ 159,581,334.11	\$ 265,788,230.71	\$ 371,995,127.20
<b>CUMULATIVE TOTALS</b>	<b>\$ 327,303,911.87</b>	<b>\$ 426,182,532.62</b>	<b>\$ 479,285,980.77</b>	<b>\$ 585,492,877.37</b>	<b>\$ 691,699,773.97</b>	<b>\$ 797,906,670.57</b>	<b>\$ 1,328,941,153.57</b>	<b>\$ 1,859,975,636.02</b>
* See supplemental pages for Direct Component allocations available to the Gulf Coast Region Florida Counties and Louisiana Parishes.								
<b>CENTERS OF EXCELLENCE <sup>3</sup></b>								
Alabama	\$ 4,707,093.14	\$ 6,119,644.86	\$ 6,878,265.55	\$ 8,395,506.93	\$ 9,912,748.31	\$ 11,429,989.69	\$ 19,016,196.59	\$ 26,602,403.48
Florida	\$ 4,707,093.14	\$ 6,119,644.86	\$ 6,878,265.55	\$ 8,395,506.93	\$ 9,912,748.31	\$ 11,429,989.69	\$ 19,016,196.59	\$ 26,602,403.48
Louisiana	\$ 4,707,093.14	\$ 6,119,644.86	\$ 6,878,265.55	\$ 8,395,506.93	\$ 9,912,748.31	\$ 11,429,989.69	\$ 19,016,196.59	\$ 26,602,403.48
Mississippi	\$ 4,707,093.14	\$ 6,119,644.86	\$ 6,878,265.55	\$ 8,395,506.93	\$ 9,912,748.31	\$ 11,429,989.69	\$ 19,016,196.59	\$ 26,602,403.48
Texas	\$ 4,707,093.14	\$ 6,119,644.86	\$ 6,878,265.55	\$ 8,395,506.93	\$ 9,912,748.31	\$ 11,429,989.69	\$ 19,016,196.59	\$ 26,602,403.48
<b>CUMULATIVE TOTALS</b>	<b>\$ 23,535,465.70</b>	<b>\$ 30,598,224.30</b>	<b>\$ 34,391,327.75</b>	<b>\$ 41,977,534.65</b>	<b>\$ 49,563,741.55</b>	<b>\$ 57,149,948.45</b>	<b>\$ 95,080,982.95</b>	<b>\$ 133,012,017.40</b>

<sup>1</sup> For illustrative purposes, estimates through April 2031 assume 15 annual deposits pursuant to the BP consent decree accepted by the Eastern Federal District Court of New Orleans on April 4, 2016, and are adjusted for sequestration, pursuant to section 251A of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended, by withholding the year-one sequestration for the succeeding 15 years due to the uncertainty of sequestration in future years.

<sup>2</sup> These totals include Transocean Penalty and Interest Payments and the single payment of the December 16, 2015, Anadarko Petroleum Corporation judgment, issued by the United States District Court for the Eastern District of Louisiana, comprised of a civil penalty plus penalty interest, adjusted for Fiscal Year 2016 sequestration, pursuant to section 251A of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended.

<sup>3</sup> These totals do not include the Fiscal Year 2016 earned interest on the trust fund. The RESTORE Act requires that Treasury allocate the prior fiscal year's earned interest to the Comprehensive Plan (50%), NOAA's Science Program (25%), and Centers of Excellence Research Grants Program (25%). Under the Final Rule, Treasury shall allocate the funds within 10 days after the federal fiscal year end.

**PROJECTED BP ANNUAL DEPOSITS INTO THE GULF COAST RESTORATION TRUST FUND  
PURSUANT TO THE CONSENT DECREE ACCEPTED ON APRIL 4, 2016 BY THE EASTERN FEDERAL DISTRICT COURT OF NEW ORLEANS  
Estimated Gross Allocations Cumulative by Year Through 2031<sup>1</sup>**

*Please refer to Gulf Coast Restoration Trust Fund: Trust Fund Allocations Tables to Determine the Amounts Available and Funds Remaining after Obligations or Transfers.*

**Treasury-Administered Direct Component: Florida County Formula Allocation Estimates**

Florida County	Allocation Formulae for Florida's Direct Component Share	Gross Allocations Before Transfers and Obligations As of June 30, 2016 <sup>2</sup>	Estimated Gross Allocations Cumulative Through Year 1 with BP Proceeds (2017) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 2 with BP Proceeds (2018) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 3 with BP Proceeds (2019) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 4 with BP Proceeds (2020) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 5 with BP Proceeds (2021) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 10 with BP Proceeds (2022 - 2026) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 15 with BP Proceeds (2027 - 2031) <sup>1</sup>
<b>Disproportionately Affected: 75%</b>									
Bay	15.101453044%	\$ 7,414,146.98	\$ 9,653,963.25	\$ 10,856,872.09	\$ 13,262,689.78	\$ 15,668,507.47	\$ 18,074,325.16	\$ 30,103,413.61	\$ 42,132,502.05
Escambia	25.334760043%	\$ 12,438,249.11	\$ 16,195,848.30	\$ 18,213,892.97	\$ 22,249,982.33	\$ 26,286,071.69	\$ 30,322,161.05	\$ 50,502,607.85	\$ 70,683,054.63
Franklin	8.441253238%	\$ 4,144,282.81	\$ 5,396,272.03	\$ 6,068,661.51	\$ 7,413,440.47	\$ 8,758,219.43	\$ 10,102,998.39	\$ 16,826,893.19	\$ 23,550,787.99
Gulf	6.743202296%	\$ 3,310,614.74	\$ 4,310,752.55	\$ 4,847,883.49	\$ 5,922,145.37	\$ 6,996,407.25	\$ 8,070,669.13	\$ 13,441,978.53	\$ 18,813,287.93
Okaloosa	15.226456794%	\$ 7,475,518.31	\$ 9,733,874.88	\$ 10,946,740.92	\$ 13,372,473.00	\$ 15,798,205.08	\$ 18,223,937.16	\$ 30,352,597.56	\$ 42,481,257.95
Santa Rosa	10.497314919%	\$ 5,153,718.35	\$ 6,710,658.38	\$ 7,546,823.81	\$ 9,219,154.67	\$ 10,891,485.53	\$ 12,563,816.39	\$ 20,925,470.69	\$ 29,287,124.98
Wakulla	4.943148294%	\$ 2,426,867.66	\$ 3,160,025.19	\$ 3,553,772.52	\$ 4,341,267.19	\$ 5,128,761.86	\$ 5,916,256.53	\$ 9,853,729.88	\$ 13,791,203.22
Walton	13.712411372%	\$ 6,732,188.82	\$ 8,765,985.31	\$ 9,858,249.80	\$ 12,042,778.79	\$ 14,227,307.78	\$ 16,411,836.77	\$ 27,334,481.72	\$ 38,257,126.65
Subtotal (75% share)	100.000000000%	\$ 49,095,586.78	\$ 63,927,379.89	\$ 71,892,897.11	\$ 87,823,931.60	\$ 103,754,966.09	\$ 119,686,000.58	\$ 199,341,173.03	\$ 278,996,345.40
<b>Nondisproportionately Impacted: 25%</b>									
Charlotte	5.162%	\$ 844,771.39	\$ 1,099,977.11	\$ 1,237,037.11	\$ 1,511,157.11	\$ 1,785,277.11	\$ 2,059,397.11	\$ 3,429,997.11	\$ 4,800,597.11
Citrus	4.692%	\$ 767,854.98	\$ 999,824.22	\$ 1,124,404.91	\$ 1,373,566.29	\$ 1,622,727.67	\$ 1,871,889.05	\$ 3,117,695.95	\$ 4,363,502.85
Collier	7.019%	\$ 1,148,673.08	\$ 1,495,687.60	\$ 1,682,054.15	\$ 2,054,787.25	\$ 2,427,520.35	\$ 2,800,253.45	\$ 4,663,918.95	\$ 6,527,584.45
Dixie	3.484%	\$ 570,163.42	\$ 742,409.99	\$ 834,916.20	\$ 1,019,928.62	\$ 1,204,941.04	\$ 1,389,953.46	\$ 2,315,015.56	\$ 3,240,077.65
Hernando	4.982%	\$ 815,314.04	\$ 1,061,620.68	\$ 1,193,901.37	\$ 1,458,462.75	\$ 1,723,024.13	\$ 1,987,585.51	\$ 3,310,392.41	\$ 4,633,199.31
Hillsborough	13.339%	\$ 2,182,953.44	\$ 2,842,424.40	\$ 3,196,597.85	\$ 3,904,944.75	\$ 4,613,291.65	\$ 5,321,638.55	\$ 8,863,373.05	\$ 12,405,107.54
Jefferson	3.834%	\$ 627,441.60	\$ 816,991.92	\$ 918,791.23	\$ 1,122,389.85	\$ 1,325,988.47	\$ 1,529,587.09	\$ 2,547,580.19	\$ 3,565,573.29
Lee	8.776%	\$ 1,436,209.57	\$ 1,870,088.96	\$ 2,103,106.89	\$ 2,569,142.75	\$ 3,035,178.61	\$ 3,501,214.47	\$ 5,831,393.77	\$ 8,161,573.07
Levy	3.894%	\$ 637,260.72	\$ 829,777.39	\$ 933,169.80	\$ 1,139,954.63	\$ 1,346,739.46	\$ 1,553,524.29	\$ 2,587,448.44	\$ 3,621,372.59
Manatee	6.809%	\$ 1,114,306.17	\$ 1,450,938.43	\$ 1,631,729.12	\$ 1,993,310.50	\$ 2,354,891.88	\$ 2,716,473.26	\$ 4,524,380.16	\$ 6,332,287.06
Monroe	8.297%	\$ 1,357,820.28	\$ 1,768,018.24	\$ 1,988,317.89	\$ 2,428,917.20	\$ 2,869,516.51	\$ 3,310,115.82	\$ 5,513,112.37	\$ 7,716,108.92
Pasco	7.079%	\$ 1,158,492.20	\$ 1,508,473.08	\$ 1,696,432.73	\$ 2,072,352.04	\$ 2,448,271.35	\$ 2,824,190.66	\$ 4,703,787.21	\$ 6,583,383.76
Pinellas	11.002%	\$ 1,800,498.81	\$ 2,344,430.10	\$ 2,636,552.17	\$ 3,220,796.31	\$ 3,805,040.45	\$ 4,389,284.59	\$ 7,310,505.29	\$ 10,231,725.98
Sarasota	7.248%	\$ 1,186,149.38	\$ 1,544,485.50	\$ 1,736,932.40	\$ 2,121,826.19	\$ 2,506,719.98	\$ 2,891,613.77	\$ 4,816,082.72	\$ 6,740,551.67
Taylor	4.383%	\$ 717,286.52	\$ 933,979.02	\$ 1,050,355.23	\$ 1,283,107.64	\$ 1,515,860.05	\$ 1,748,612.46	\$ 2,912,374.51	\$ 4,076,136.56
Subtotal (25% share)	100.000%	\$ 16,365,195.60	\$ 21,309,126.64	\$ 23,964,299.05	\$ 29,274,643.88	\$ 34,584,988.71	\$ 39,895,333.54	\$ 66,447,057.69	\$ 92,998,781.81
<b>Florida Total</b>		<b>\$ 65,460,782.38</b>	<b>\$ 85,236,506.53</b>	<b>\$ 95,857,196.16</b>	<b>\$ 117,098,575.48</b>	<b>\$ 138,339,954.80</b>	<b>\$ 159,581,334.12</b>	<b>\$ 265,788,230.72</b>	<b>\$ 371,995,127.21</b>

<sup>1</sup> For illustrative purposes, estimates through April 2031 assume 15 annual deposits pursuant to the BP consent decree accepted by the Eastern Federal District Court of New Orleans on April 4, 2016, and are adjusted for sequestration, pursuant to section 251A of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended, by withholding the year-one sequestration for the succeeding 15 years due to the uncertainty of sequestration in future years.

<sup>2</sup> These totals include Transocean Penalty and Interest Payments and the single payment of the December 16, 2015, Anadarko Petroleum Corporation judgment, issued by the United States District Court for the Eastern District of Louisiana, comprised of a civil penalty plus penalty interest, adjusted for Fiscal Year 2016 sequestration, pursuant to section 251A of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended.

**PROJECTED BP ANNUAL DEPOSITS INTO THE GULF COAST RESTORATION TRUST FUND**  
**PURSUANT TO THE CONSENT DECREE ACCEPTED ON APRIL 4, 2016 BY THE EASTERN FEDERAL DISTRICT COURT OF NEW ORLEANS**  
**Estimated Gross Allocations Cumulative by Year Through 2031<sup>1</sup>**

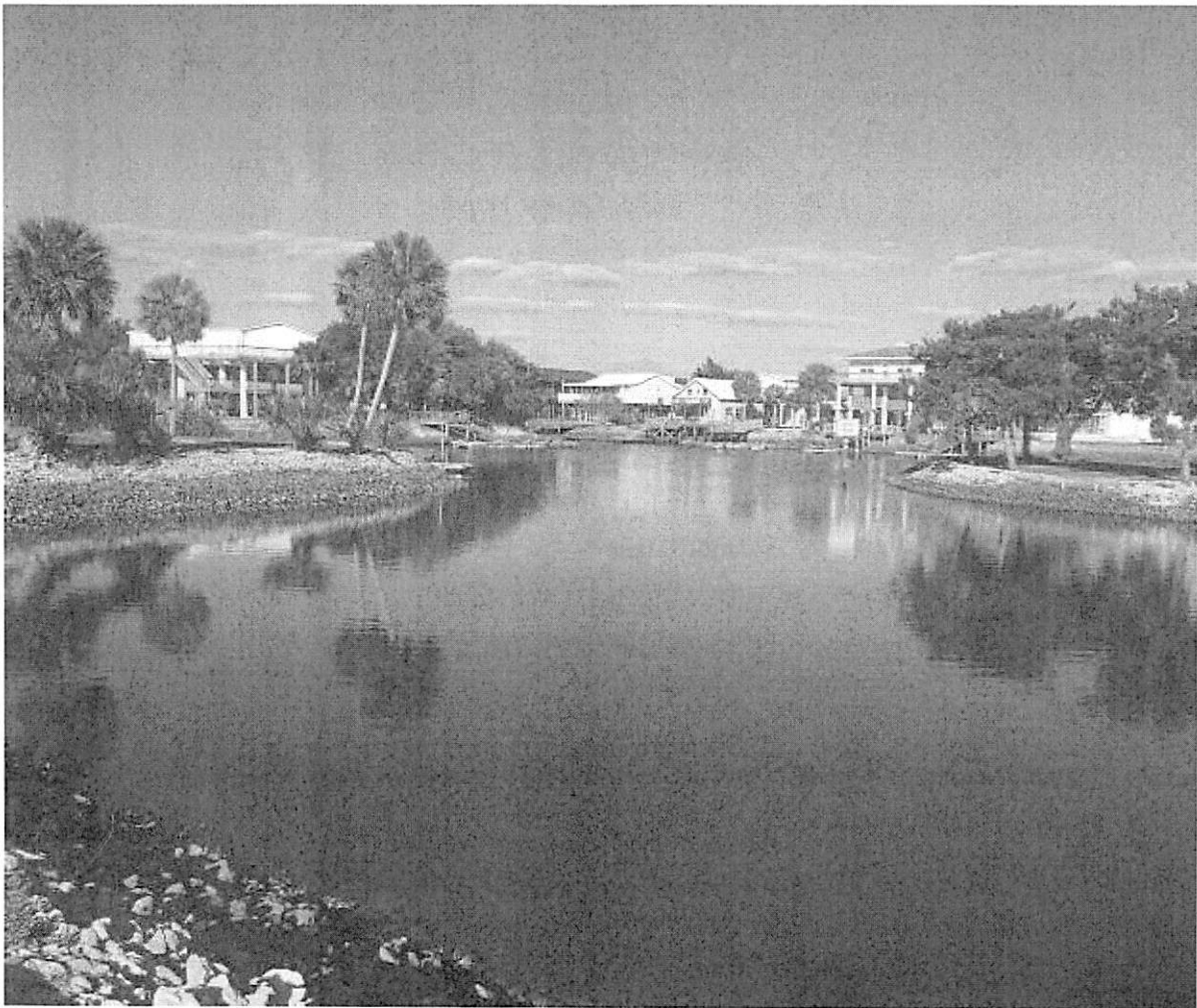
*Please refer to Gulf Coast Restoration Trust Fund: Trust Fund Allocations Tables to Determine the Amounts Available and Funds Remaining after Obligations or Transfers.*

**Treasury-Administered Direct Component: Louisiana and Louisiana Parish Formula Allocation Estimates**

	Allocation Formulae for Louisiana's Direct Component Share	Gross Allocations Before Transfers and Obligations As of June 30, 2016 <sup>2</sup>	Estimated Gross Allocations Cumulative Through Year 1 with BP Proceeds (2017) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 2 with BP Proceeds (2018) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 3 with BP Proceeds (2019) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 4 with BP Proceeds (2020) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 5 with BP Proceeds (2021) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 10 with BP Proceeds (2022 - 2026) <sup>1</sup>	Estimated Gross Allocations Cumulative Through Year 15 with BP Proceeds (2027 - 2031) <sup>1</sup>
Louisiana (70%)	70%	\$ 45,822,547.67	\$ 59,665,554.56	\$ 67,100,037.30	\$ 81,969,002.82	\$ 96,837,968.34	\$ 111,706,933.86	\$ 186,051,761.46	\$ 260,396,588.99
Louisiana Parishes (30%)	30%	\$ 19,638,234.71	\$ 25,570,951.97	\$ 28,757,158.86	\$ 35,129,572.66	\$ 41,501,986.46	\$ 47,874,400.26	\$ 79,736,469.26	\$ 111,598,538.22
Ascension	2.42612%	\$ 476,446.42	\$ 620,381.26	\$ 697,682.46	\$ 852,284.87	\$ 1,006,887.28	\$ 1,161,489.69	\$ 1,934,501.74	\$ 2,707,513.78
Assumption	0.93028%	\$ 182,690.38	\$ 237,881.26	\$ 267,521.91	\$ 326,803.20	\$ 386,084.49	\$ 445,365.78	\$ 741,772.23	\$ 1,038,178.68
Calcasieu	5.07063%	\$ 995,782.24	\$ 1,296,608.38	\$ 1,458,169.14	\$ 1,781,290.67	\$ 2,104,412.20	\$ 2,427,533.73	\$ 4,043,141.38	\$ 5,658,749.02
Cameron	2.10096%	\$ 412,591.39	\$ 537,235.41	\$ 604,176.34	\$ 738,058.20	\$ 871,940.06	\$ 1,005,821.92	\$ 1,675,231.22	\$ 2,344,640.52
Iberia	2.55018%	\$ 500,810.16	\$ 652,105.13	\$ 733,359.14	\$ 895,867.16	\$ 1,058,375.18	\$ 1,220,883.20	\$ 2,033,423.30	\$ 2,845,963.40
Jefferson	11.95309%	\$ 2,347,375.04	\$ 3,056,518.07	\$ 3,437,368.25	\$ 4,199,068.61	\$ 4,960,768.97	\$ 5,722,469.33	\$ 9,530,971.13	\$ 13,339,472.92
Lafourche	7.86746%	\$ 1,545,030.59	\$ 2,011,784.75	\$ 2,262,458.30	\$ 2,763,805.41	\$ 3,265,152.52	\$ 3,766,499.63	\$ 6,273,235.18	\$ 8,779,970.72
Livingston	3.32725%	\$ 653,412.53	\$ 850,808.86	\$ 956,821.93	\$ 1,168,848.07	\$ 1,380,874.21	\$ 1,592,900.35	\$ 2,653,031.05	\$ 3,713,161.75
Orleans	7.12875%	\$ 1,399,961.55	\$ 1,822,890.13	\$ 2,050,026.85	\$ 2,504,300.30	\$ 2,958,573.75	\$ 3,412,847.20	\$ 5,684,214.45	\$ 7,955,581.70
Plaquemines	17.99998%	\$ 3,534,878.27	\$ 4,602,766.19	\$ 5,176,282.79	\$ 6,323,316.00	\$ 7,470,349.21	\$ 8,617,382.42	\$ 14,352,548.47	\$ 20,087,714.51
St. Bernard	9.66743%	\$ 1,898,511.72	\$ 2,472,053.01	\$ 2,780,077.33	\$ 3,396,125.97	\$ 4,012,174.61	\$ 4,628,223.25	\$ 7,708,466.45	\$ 10,788,709.65
St. Charles	1.35717%	\$ 266,524.26	\$ 347,041.32	\$ 390,283.56	\$ 476,768.05	\$ 563,252.54	\$ 649,737.03	\$ 1,082,159.48	\$ 1,514,581.93
St. James	0.75600%	\$ 148,465.26	\$ 193,316.60	\$ 217,404.34	\$ 265,579.79	\$ 313,755.24	\$ 361,930.69	\$ 602,807.94	\$ 843,685.20
St. John the Baptist	1.11915%	\$ 219,782.12	\$ 286,178.13	\$ 321,836.56	\$ 393,153.43	\$ 464,470.30	\$ 535,787.17	\$ 892,371.52	\$ 1,248,955.87
St. Martin	2.06890%	\$ 406,294.89	\$ 529,036.88	\$ 594,956.31	\$ 726,795.18	\$ 858,634.05	\$ 990,472.92	\$ 1,649,667.27	\$ 2,308,861.62
St. Mary	1.80223%	\$ 353,927.13	\$ 460,848.34	\$ 518,271.12	\$ 633,116.67	\$ 747,962.22	\$ 862,807.77	\$ 1,437,035.52	\$ 2,011,263.27
St. Tammany	5.53058%	\$ 1,086,108.89	\$ 1,414,222.56	\$ 1,590,438.28	\$ 1,942,869.72	\$ 2,295,301.16	\$ 2,647,732.60	\$ 4,409,889.80	\$ 6,172,047.00
Tangipahoa	3.40337%	\$ 668,361.25	\$ 870,273.57	\$ 978,711.98	\$ 1,195,588.80	\$ 1,412,465.62	\$ 1,629,342.44	\$ 2,713,726.54	\$ 3,798,110.64
Terrebonne	9.91281%	\$ 1,946,701.50	\$ 2,534,800.49	\$ 2,850,643.13	\$ 3,482,328.40	\$ 4,114,013.67	\$ 4,745,698.94	\$ 7,904,125.29	\$ 11,062,551.64
Vermilion	3.02766%	\$ 594,579.12	\$ 774,201.63	\$ 870,669.14	\$ 1,063,604.16	\$ 1,256,539.18	\$ 1,449,474.20	\$ 2,414,149.30	\$ 3,378,824.40
<b>Total</b>	<b>100.00000%</b>	<b>\$ 65,460,782.38</b>	<b>\$ 85,236,506.53</b>	<b>\$ 95,857,196.16</b>	<b>\$ 117,098,575.48</b>	<b>\$ 138,339,954.80</b>	<b>\$ 159,581,334.12</b>	<b>\$ 265,788,230.72</b>	<b>\$ 371,995,127.21</b>

<sup>1</sup> For illustrative purposes, estimates through April 2031 assume 15 annual deposits pursuant to the BP consent decree accepted by the Eastern Federal District Court of New Orleans on April 4, 2016, and are adjusted for sequestration, pursuant to section 251A of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended, by withholding the year-one sequestration for the succeeding 15 years due to the uncertainty of sequestration in future years.

<sup>2</sup> These totals include Transocean Penalty and Interest Payments and the single payment of the December 16, 2015, Anadarko Petroleum Corporation Judgment, Issued by the United States District Court for the Eastern District of Louisiana, comprised of a civil penalty plus penalty interest, adjusted for Fiscal Year 2016 sequestration, pursuant to section 251A of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended.



## **CANAL DREDGING IN TAYLOR COUNTY PRELIMINARY ENGINEERING REPORT**

Taylor County Board of County Commissioners | September 2016

**CANAL DREDGING IN TAYLOR COUNTY  
PRELIMINARY ENGINEERING REPORT**

**Prepared for**  
Board of County Commissioners  
Taylor County, Florida

**Prepared by**  
Jones Edmunds & Associates, Inc.  
730 NE Waldo Road  
Gainesville, Florida 32641

Certificate of Authorization #1841

Jones Edmunds Project No. 20445-017-01

September 2016

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Walter A. Nickel, PE  
Florida PE No. 68638

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## APPENDICES

Appendix A	Survey Report
Appendix B	Dredging Plan and Typical Sections Figures
Appendix C	Cost Estimate by Project Site

## **ACRONYMS AND ABBREVIATIONS**

<b>CF</b>	<b>Cubic Foot</b>
<b>CY</b>	<b>Cubic Yard</b>
<b>ERP</b>	<b>Environmental Resource Permit</b>
<b>FAC</b>	<b>Florida Administrative Code</b>
<b>FDEP</b>	<b>Florida Department of Environmental Protection</b>
<b>FS</b>	<b>Florida Statute</b>
<b>LF</b>	<b>Linear FootNAVD 88    North American Vertical Datum of 1988</b>
<b>MLW</b>	<b>Mean Low Water</b>
<b>PER</b>	<b>Preliminary Engineering Report</b>
<b>RESTORE</b>	<b>Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies</b>
<b>SPGP</b>	<b>State Programmatic General Permit</b>
<b>SRWMD</b>	<b>Suwannee River Water Management District</b>
<b>TIITF</b>	<b>Trustees of the Internal Improvement Trust Fund</b>
<b>TIN</b>	<b>Triangulated Irregular Network</b>
<b>USACE</b>	<b>US Army Corp of Engineers</b>

# 1 INTRODUCTION

## 1.1 PURPOSE

The purpose of this PER is to analyze the requirements and costs for canal dredging in five locations in Taylor County, Florida, shown in Figure 1-1. These five locations are as follows:

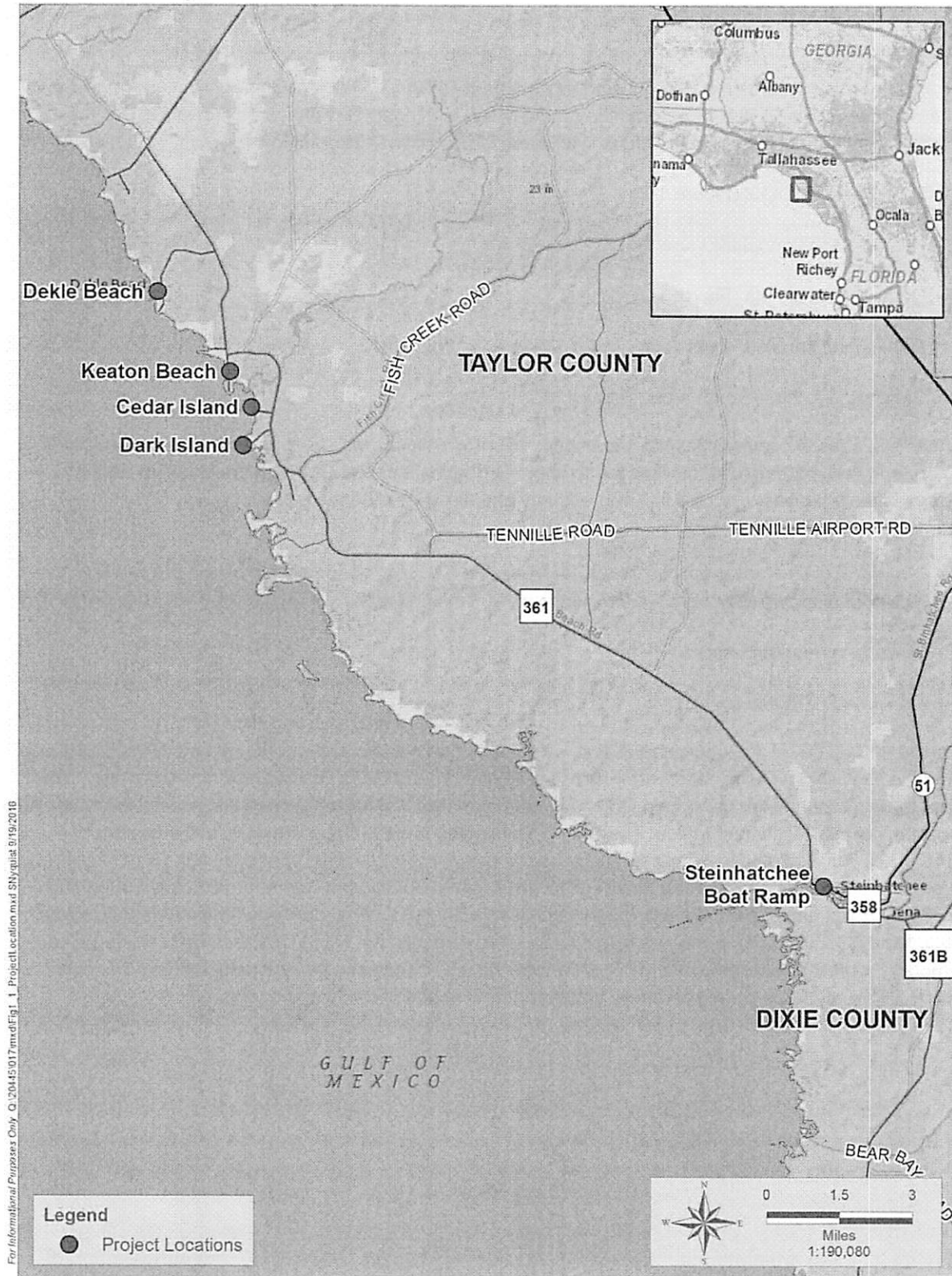
- Dekle Beach canals (Figure 1-2).
- Keaton Beach canals (Figure 1-3).
- Cedar Island canals (Figure 1-4).
- Dark Island canals (Figure 1-5).
- Steinhatchee Boat Ramp area (Figure 1-6).

These five coastal communities have experienced chronic issues with boating access during low tides. Therefore, these areas must be dredged to improve boating access. This PER considers dredging approximately 5 miles of canals in Taylor County and discusses the following:

- Estimated quantity of dredged material.
- Potential disposal sites.
- Permitting requirements.
- Estimated dredging costs.

The 2012 RESTORE Act dedicates 80% of all administrative and civil penalties related to the Deepwater Horizon oil spill to a Gulf Coast Restoration Trust Fund. Those funds can be used to restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, and economy of the Gulf Coast region. The United States Department of the Treasury administers the RESTORE Act and related grant programs. Taylor County could receive approximately \$3 million through grants for specific projects over a period of 15 to 17 years. The County has approximately \$600,000 in RESTORE Act funds that it will use on an initial test project of a canal dredging feasibility study, which includes this PER. Jones Edmunds & Associates, Inc. expects that RESTORE Act funds will fund the dredging project discussed in this PER; therefore, we did not investigate additional funding. Further, RESTORE Act grants could potentially fund future maintenance dredging projects.

Figure 1-1 Project Locations



For Informational Purposes Only Q:\20445\017.mxd\Fig. 1 Project location.mxd S:\yquist 9/19/2016

Figure 1-2 Dekle Beach Canals

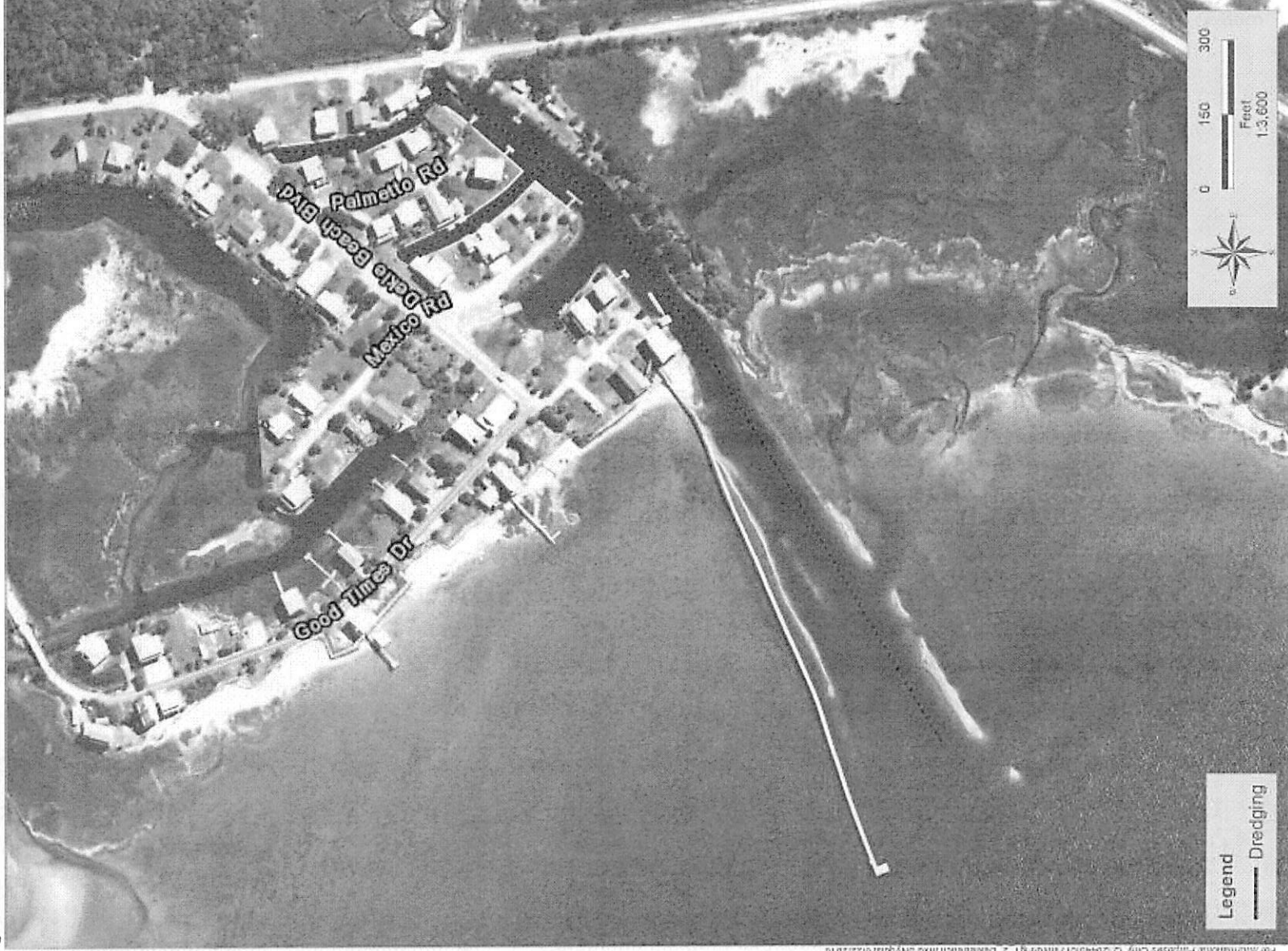


Figure 1-3 Keaton Beach Canals

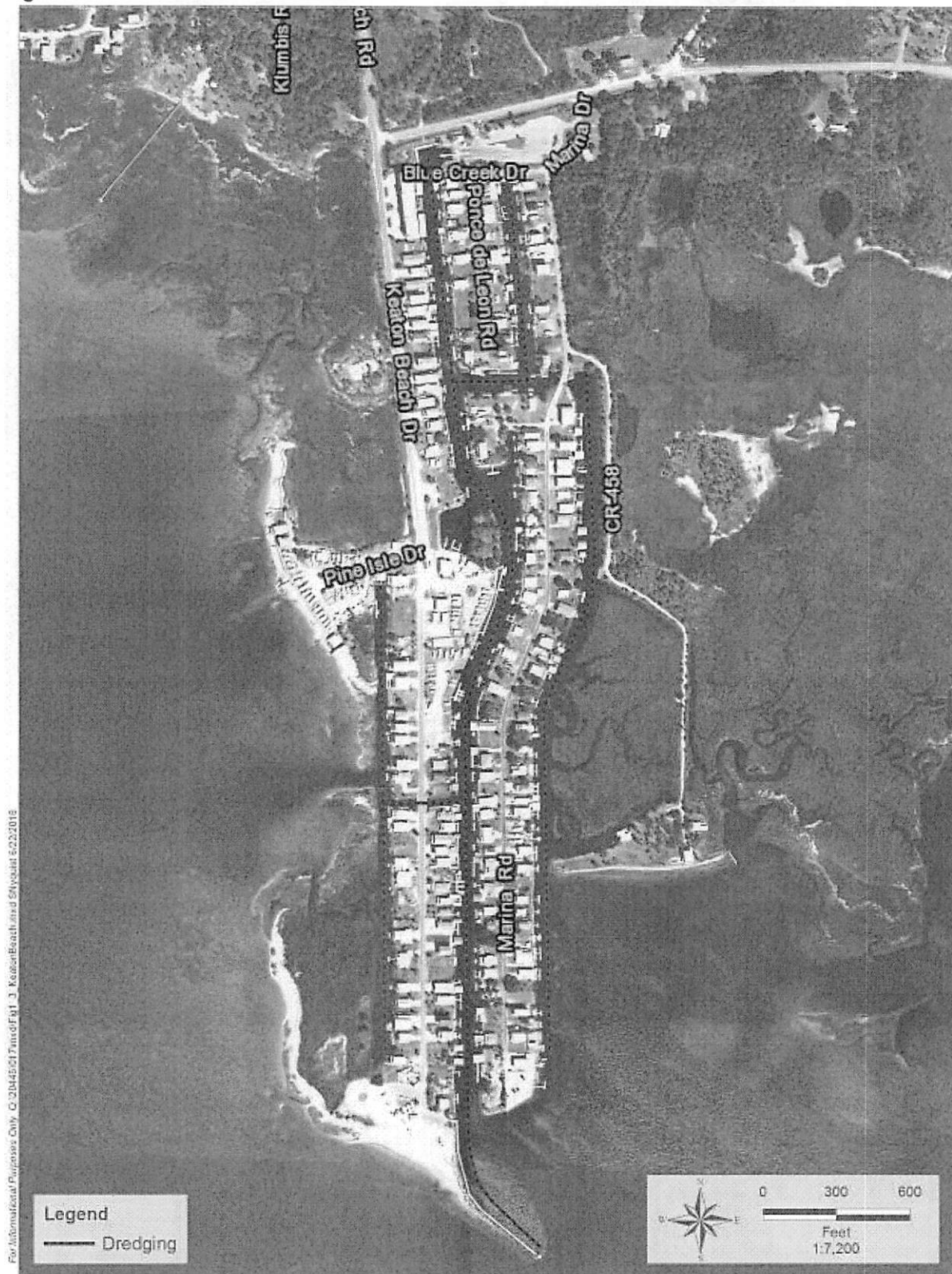
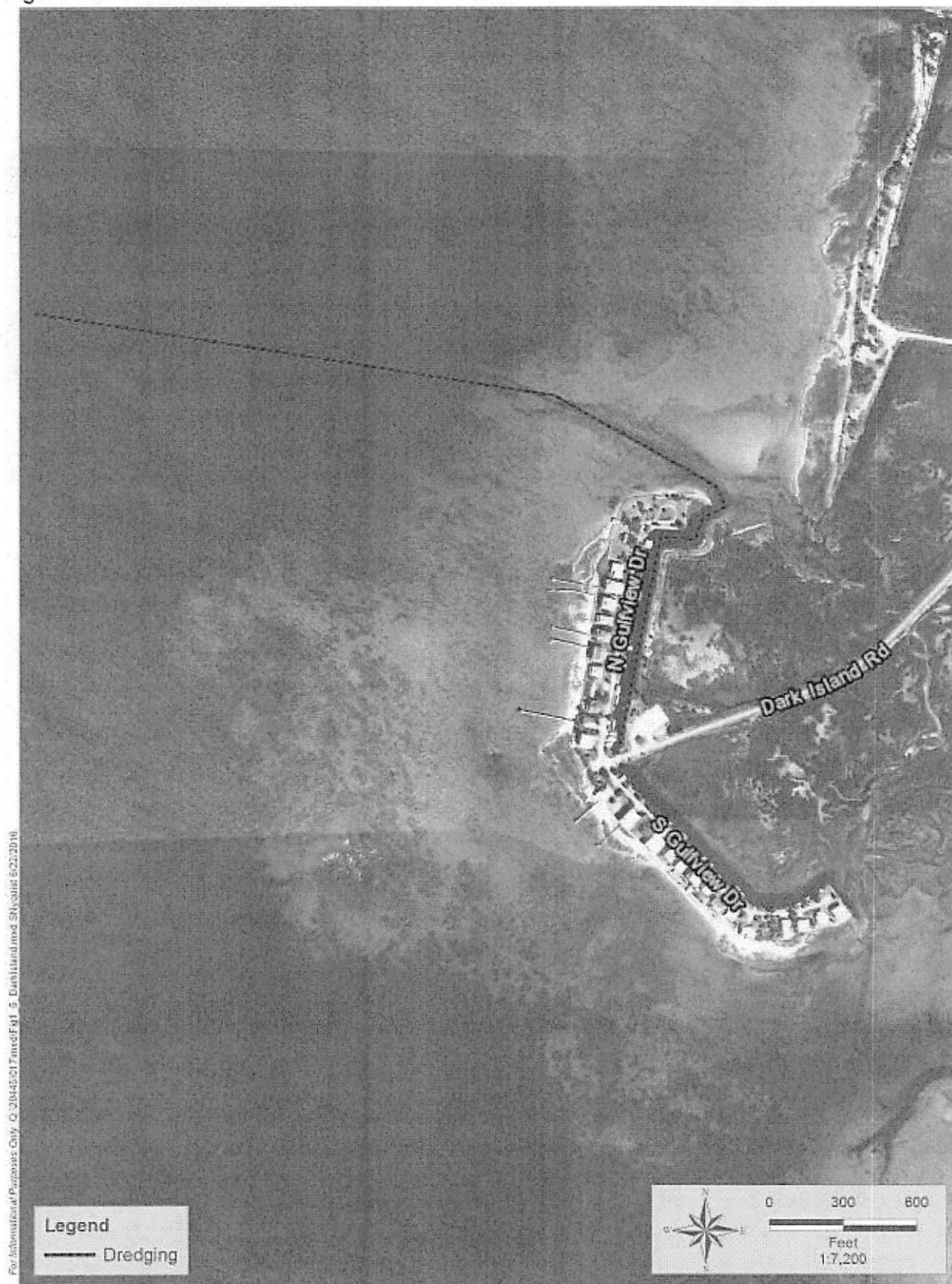


Figure 1-4 Cedar Island Canals

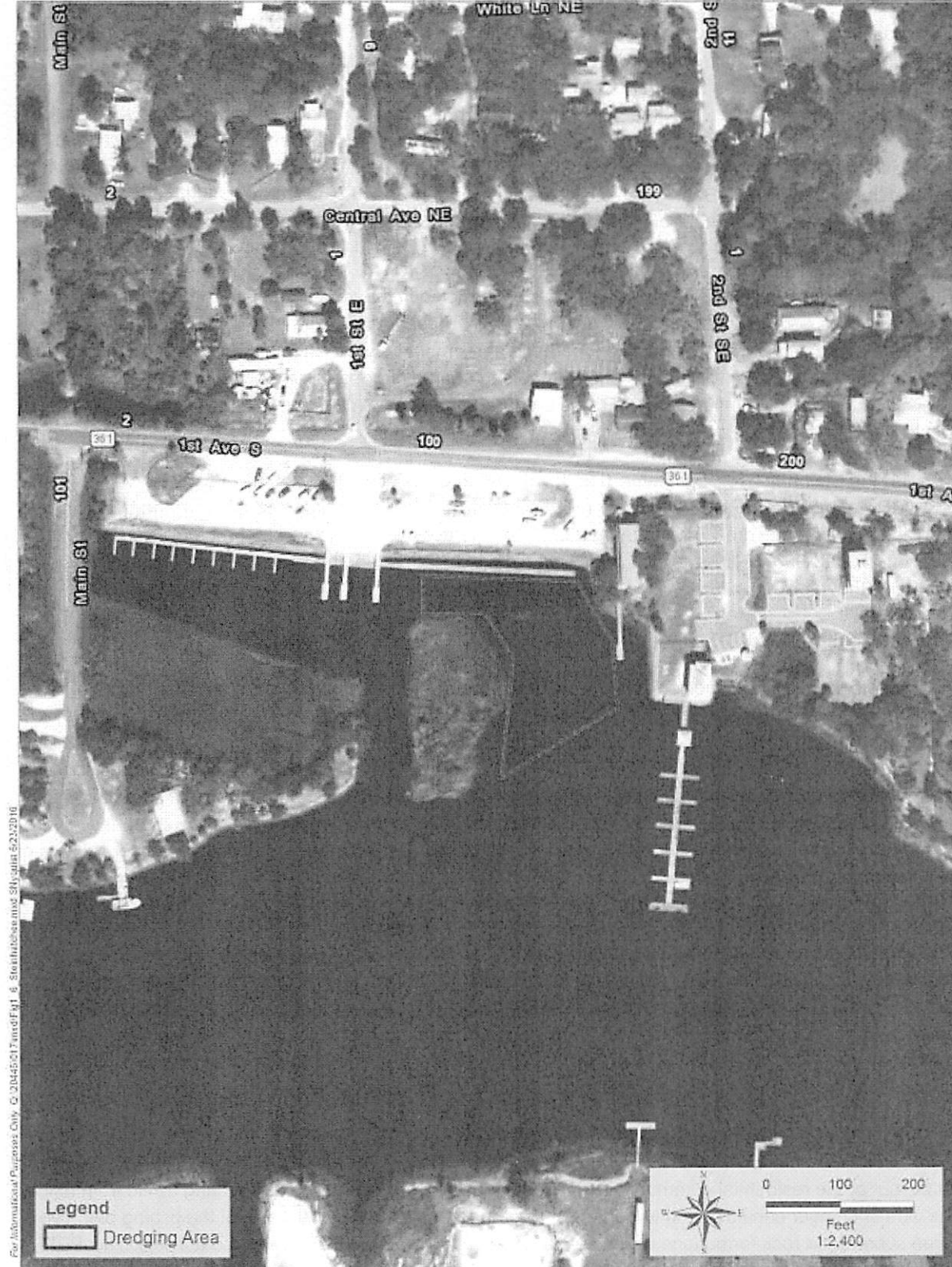


Figure 1-5 Dark Island Canals



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Figure 1-6 Steinhathee Boat Ramp Area



## 1.2 BACKGROUND

The coastal communities have experienced problems with the canal system due to inaccessibility of the canals during low tides, boat-traffic constrictions, and safety issues due to two large limestone formations in the main canal at Keaton Beach. Boat traffic is increasing due to population growth, new development, and use of public and private boat ramps. Keaton Beach, Dark Island, and Steinhatchee have public boat ramps. Recent improvements to public boating facilities include improvements in 2006 to Dark Island Park and Boat Ramp, construction of the Steinhatchee Boat Ramp in 2011, and a boat-parking lot expansion in 2013 at the Keaton Beach Boat Ramp. Dekle Beach, Keaton Beach, and Cedar Island have several private boat ramps, the number of which is increasing. Further, many single-family docks are located along the canals.

Canals at Keaton Beach and Cedar Island were constructed in the 1950s and later dredged to -4 feet MLW in 1987 under USACE Permit No. 871PR-20379. These canals were last dredged in 1993 following the storm of the century. A 1987 local cooperation agreement between the County and USACE facilitated the construction of an approximately 12,000-foot-long channel from a turning basin at Keaton Beach to the Gulf of Mexico. At the time this PER was prepared, the original construction details of the canals at Dekle Beach and Dark Island are unknown.

In 2011, the Steinhatchee Boat Ramp was developed at an existing marina known as Ideal Marina under SRWMD Permit No. ERP-123-210858-1 (FDEP Permit ERP06-0065). Improvements at the boat ramp included maintenance dredging in the marina basin and access channel to -5.0 feet MLW by Permit No. DEP 62-259493-003 EE. However, that project did not include dredging at the area that is discussed in this PER (Figure 1-6).

## 1.3 EXISTING CONDITIONS

To evaluate the existing conditions, we investigated the site, performed a hydrographic survey, and reviewed FDEP and SRWMD permits. Geomatics Corp. completed the hydrographic survey in March 2016 using a Sonarmite Portable Bluetooth Echo Sounder system coupled with a Trimble R8 GPS satellite navigation system configured for Real Time Kinematic corrections. Geomatics collected survey data along the canals as near as possible to each side, avoiding the docks that protrude into the canals, and in an S pattern along the center of each canal. Appendix A includes the survey report. Jones Edmunds visited the site on January 13, 2016 and February 19, 2016. We observed site access, types of bulkheads, and single-family docks.

The canal system consists of manmade canals ranging from approximately 30 feet wide to 100 feet wide. The sides of the canals are stabilized by various means such as rip rap revetments, wood retaining walls, and sheet pile bulkheads. Many residential lots include floating docks and piers, which project into the canals. Taylor County Ordinance Section 42-436 governs docks and piers and states, "No boat dock, covered boat dock or pier, together with the watercraft being moored at the structure, shall project into a manmade waterway more than 20% of the width of the waterway or 30 feet, whichever is less, including pilings." The in-water structures will present a challenge during dredging operations due to their magnitude, location, and respective conditions. The final design should implement a dredging buffer around these structures to prevent any impacts to them during dredging.

At all four of the residential communities, the conditions prevent the majority of boating traffic from using the side and finger canals during low tides. At Keaton Beach's main canal south of the fishing pier, two large submerged rock formations cause safety issues and create bottlenecks for boat traffic. This PER does not address removing the limestone formations. The locations and sizes of these formations should be addressed during the final design. Keaton Beach's main canal is accessible to the majority of recreational boaters at all times. However, access to the finger canals by larger boats is restricted to high tides, which we assume to be typical of the three other residential communities.

## 2 ENGINEERING REPORT

### 2.1 SPOIL QUANTITY ESTIMATE

Jones Edmunds used two types of cross sections to calculate the volume of dredge material: a V-bottom section and a trapezoidal section with a varying bottom width. We used a V-bottom dredge section for canals 50 feet wide or less, and we applied a trapezoidal section for canals of greater widths. The bottom widths of the trapezoidal sections vary from 20 feet to 60 feet wide. In selecting typical sections, we tried to avoid conflicts with docks and piers. This is a diversion from the 1987 maintenance dredging, which used a 10-foot setback from seawalls and sheet piling. However, we believe that our approach results in realistic dredge estimates considering the County Ordinance and the presence of docks and piers.

We considered the following factors in determining the dredge depth:

- Canals constructed before 1970 could potentially be dredged to the original construction depths of the canals. However, information on the original depths of the canals was not available at the time of this PER and will need to be determined before the final design.
- Drawings from the 1987 dredging for Keaton Beach indicated a depth of -4 feet MLW (with 1 foot of allowable overdepth, resulting in a depth of -5 feet MLW). Drawings from the 1993 Keaton Beach and Cedar Island dredging were not available at the time of this PER. The permit for this work specified a maximum dredged side-slope of 5:1 (H:V). We used this 5:1 slope in this PER.
- Dredging that has recently taken place in the coastal communities was performed to depths of -4 feet MLW or -5 feet MLW.
- At the Steinhatchee Boat Ramp, the marina basin and access channel were dredged to -5 feet MLW.

Therefore, our calculations assume dredging to -4 feet MLW in the four coastal communities and dredging to -5 feet MLW at the Steinhatchee Boat Ramp. The calculations also include an allowable 1-foot over-dredge. Elevation data obtained from the survey were provided in NAVD 88. We converted MLW elevations to NAVD88 using VDatum version 3.6, a software tool developed by the National Oceanic and Atmospheric Administration's National Geodetic Survey. The difference between elevations in MLW and NAVD 88 vary from -1.25 feet at Dekle Beach to -1.29 feet at Dark Island and -1.5 feet at Steinhatchee Boat Ramp. The volume calculations assume dredging to an elevation of -6.5 feet NAVD 88 at Steinhatchee Boat Ramp and an average elevation of -5.28 feet NAVD 88 for the four other sites.

We used the best available science to estimate dredge quantities. Using AutoCAD Civil 3D 2014, we created a three-dimensional dredge model of each canal by applying a unique typical section to a horizontal alignment and proposed dredge profile. Figure 2-1 and Figure 2-2 show the typical sections. We used the three-dimensional dredge model to create a proposed dredge TIN surface. Similarly, we created a TIN surface from the hydrographic survey point data. A comparison of the two TIN surfaces resulted in a dredge volume. We estimated the volume of 1-foot-deep overdredge by lowering the proposed dredge TIN surface by 1 foot and comparing it with the hydrographic survey TIN. Table 2-1 presents the estimated dredge volumes for each site. The overall estimated dredge volume is approximately 61,000 cubic yards; 1 foot of overdredge increases the overall dredge volume to 118,000 cubic yards.

Table 2-1 Estimated Dredge Volume

Location	Canal Length (Feet)	Dredge Depth, MLW	Dredge Depth, NAVD 88	Dredge Volume (Cubic Yards)	1 Foot Over Dredge Volume, (Cubic Yards)	Total Dredge Volume (Cubic Yards)
Dekle Beach	1,500	-4.0	-5.28	3,600	2,000	5,600
Keaton Beach	10,800	-4.0	-5.28	18,300	13,400	31,700
Cedar Island	11,500	-4.0	-5.28	20,000	33,100	53,100
Dark Island	3,800	-4.0	-5.28	14,300	7,800	22,100
Steinhatchee Boat Ramp	-	-5.0	-6.5	4,800	1,500	6,300
Totals				61,000	57,800	118,880

Figure 2-1 Trapezoidal Canal Typical Section

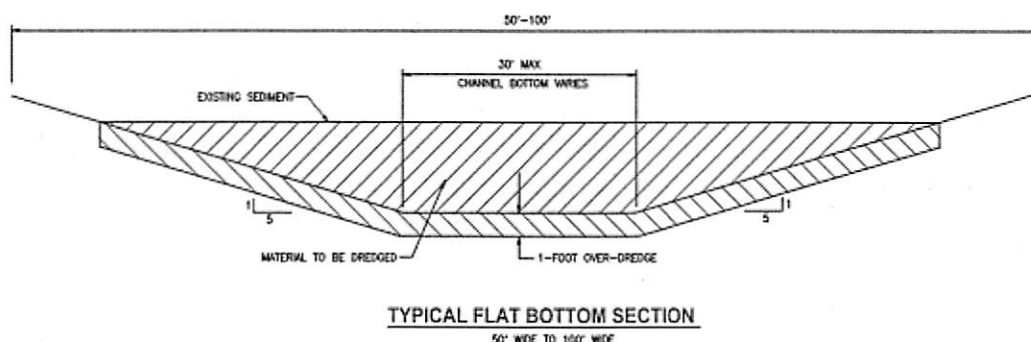
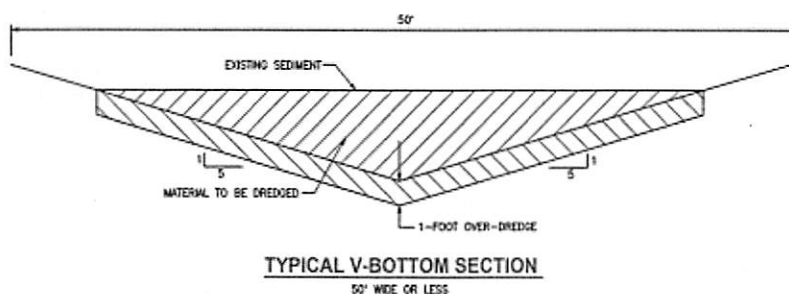


Figure 2-2 V-Bottom Canal Typical Section



## 2.2 STAGING AND DEWATERING SITE

As part of the dredging and disposal process the dredged material must be dewatered. Three typical methods for upland dewatering are (1) settling basins/confined dike placement, (2) geotextile tubes, and (3) mechanical separation systems. Often, these methods are combined to clarify the return water. The required land area would vary based on the method, from 2-3 acres for geotextile tubes and mechanical systems to several acres or more for settling basins. Evaluating a staging and dewatering site was not investigated in this PER; this will be evaluated during the final design process.

## 2.3 DISPOSAL SITE EVALUATIONS

To determine the most suitable site to place the dredged material, Jones Edmunds evaluated the following characteristics of potential disposal sites:

- Proximity to the canals.
- Parcels outside the 100-year floodplain.
- Parcels outside wetlands.
- Parcels that are unimproved, public lands, or otherwise suitable, and greater than 18 acres.
- Property owner amenability to accepting the spoil material.

Jones Edmunds' September 2002 PER reported seven potential disposal sites, which are shown in Figure 2-3 and summarized in Table 2-2. In addition, Table 2-2 states whether each site is still a suitable option. The possible sites are owned by various entities including private landowners and government entities. Five sites are in upland regions, while two are in areas classified as wetlands.

**Table 2-2 Potential Spoil Sites Identified in 2002 PER**

Site	Owner	Total Acreage	Site Type	Upland Acreage	In 100-Year Floodplain	Suitable Site
Site 6825	Taylor County	43	Uplands	38	Yes	No
Site 8951	Taylor Coastal Water & Sewer District	95	Uplands	95	No	Yes
Site 6670	Secret Promise Limited	271	Uplands	95	No	Yes
Site 6651	St. Joseph Land Development	40	Uplands	40	No	Yes
Site 8949	Foley Timber and Land	630	Uplands	474	Partial	Yes
Site 7040	Lindsey Island Kingfisher LLC	84	Wetlands	11	Yes	No
Site 6576	Thomas B. Puckett and others	48	Wetlands	5	Yes	No

We have more recently identified several additional sites as potential spoil disposal locations. The site selection was limited to upland parcels outside the 100-year floodplain and wetland areas. Several potential properties are within a 4-mile straight-line distance from the project areas (Figures 2-3 and 2-4). Table 2-3 summarizes the features of each site, in order of increasing upland acreage, ranging from approximately 19 acres to 45 acres. The County should further investigate the viability of each site as a potential disposal location.

Table 2-3 Additional Potential Spoil Disposal Sites

Site	Owner	Total Acreage	Upland Acreage	Site Type
Site 08963	Soderberg Frances A & Authur J	20	19	Barren Land
Site 08928	Ricks Jeffery W	21	20	Upland Forests
Site 06558	Young Carlton Q	20	20	Urban And Built-Up
Site 06652	Bradbury Ray	20	20	Upland Forests
Site 08927	Brown Eddie W & Elizabeth H	21	20	Upland Forests
Site 06557	Blakey Rudolph	20	20	Agriculture
Site 06585	Carlton Charles D & Diane C	20	20	Upland Forests
Site 06558	Taylor Michael & Senter Glenn	21	21	Rangeland
Site 08998	Ellison James Martin	22	22	Upland Forests
Site 08965	Whitfield Richard L Jr & Diane	22	22	Upland Forests
Site 06584	Masters Family Living Trust	41	23	Upland Forests
Site 06588	Mangum Bevis R	26	26	Upland Forests
Site 06589	Mangum Gary H	27	27	Upland Forests
Site 06587	Secret Promise LTD	41	30	Upland Forests
Site 10247	Florida Quail Run LLC	39	33	Upland Forests
Site 09459	Florida Quail Run LLC	41	33	Upland Forests
Site 09455	Foley Timber And Land Company	46	34	Upland Forests
Site 06645	Ward James E & Demetria A	36	36	Upland Forests
Site 06646	Ward James E & Demetria A	41	38	Upland Forests
Site 06645	Ward James E & Demetria A	41	39	Upland Forests
Site 06651	Foley Timber And Land Company	39	39	Upland Forests
Site 06584	Masters Family Living Trust	40	40	Upland Forests
Site 08947	Bennett W M	61	43	Upland Forests
Site 06642	Taylor Coastal Water & Sewer District	44	44	Upland Forests

Figure 2-3 Potential Disposal Sites North



Figure 2-4 Potential Disposal Sites South



## 2.4 PERMITTING REQUIREMENTS

Jones Edmunds contacted SRWMD and FDEP regarding the regulations for dredging. FDEP has permitting responsibility for the five proposed sites according to Part II.A.1 of the Operating Agreement Concerning Regulation Under Part IV, Chapter 373, FS. between SRWMD and FDEP. Therefore, no ERP applications would be submitted to SRWMD. According to Mark Marousky, FDEP Environmental Specialist, permit applications would be submitted to FDEP-Northeast District. FDEP coordinates the permit review with USACE, whose jurisdiction includes all navigable waters of the United States. Permit applications should include engineering drawings of the proposed work, such as a dredging plan, dewatering plan, spoil disposal plan, SWPPP, and erosion and sediment control plan.

Dredging at the Steinhatchee Boat Ramp would be exempt from ERP permitting under 62-330.051(7)(a) FAC for maintenance dredging according to Section 403.813(1)(f), FS. The proposed dredging must comply with conditions for the ERP exemption, such as dredging to maximum depth of -5 feet MLW and disposing soils only at upland sites. We recommend a formal request for verification of exemption by submitting the Form 62-330.050(1) with a \$100 fee. New applications and correspondence should reference the previous FDEP permit number 259493. FDEP provides a response to a request for verification of exemption within 30 days.

The remaining project sites would be permitted as Individual ERP permits. An application would be made to FDEP using Form 62-330.060(1), Joint Application for Individual Environmental Resource Permit/ Authorization to Use State-Owned Submerged Lands/Federal Dredge and Fill Permit. An application for project sites in close proximity could be combined into one Individual ERP application, for example Keaton Beach and Cedar Island. However, due to the significant distance between project sites, FDEP would expect more than one Individual ERP application for dredging in the four residential communities. We expect the Individual ERP permitting process to take approximately 60 to 90 days, including the initial review period and one request for additional information.

FDEP will request a sovereignty submerged land title determination. Dredging sovereignty submerged land incurs a severance fee \$1.25 per cubic yard of material per 18-21.011(3)(a)3. FAC. According to 18-21.011(3)(c) FAC, the Board of the TIITF will approve a severance fee waiver when:

- The materials are being placed on public property and used for public purposes,
- It is affirmatively demonstrated that the severed dredge material has no economic value, or
- A governmental entity conducts a project with the sole objective of environmental restoration or enhancement and the Board determines that waiving the severance fee is in the public interest, as defined in Rule 18-21.003, FAC.

FDEP informally stated that the canals in the four residential communities and Steinhatchee Boat Ramp are not sovereignty submerged lands. The review for FDEP Permit 62-259493-003 EE dated May 10, 2006, which authorized marina and access channel dredging at Steinhatchee Boat Ramp, determined that the work was not on State-owned submerged lands. Further, the work was authorized under USACE's SPGP. We expect a similar outcome for the proposed dredging at Steinhatchee Boat Ramp. According to the FDEP's Map Direct State Land Parcels, the public navigation channel and turning basin at Keaton Beach is on a sovereignty submerged land easement (Easement No. 27918 (3707-62)) that was granted to Taylor County Board of County Commissioners for a period of 30 years from November 18, 1986.

## 2.5 PRELIMINARY PROBABLE ESTIMATED COSTS

We considered two main factors when preparing preliminary costs for this dredging project: the proximity of the disposal site to the canals, and the method of transport of the dredged materials. Preliminary cost estimates include engineering services, which include hydrographic survey, design, permitting, geotechnical testing, and construction observation. We estimated construction costs using costs from the RS Means Cost Database, dredging contractors, and recent projects.

Tables 2-4 summarizes the conceptual cost estimates for dredging and spoil disposal. Detailed cost estimates, including engineering services, are shown in Appendix C. Lease or purchase cost of dewatering and disposal site(s) is excluded from the cost estimate. Assumptions for the costs include the following:

- Hydraulic dredging using an 8-inch to 10-inch discharge pipeline with a discharge rate of approximately 2,000-gallons per minute.
- Dredging of the unconsolidated sediment.
- 1 foot of over-dredge depth.
- Dewatering by mechanical separation, such as hydrocyclone, and geotextile tubes in a containment berm with polymer treatment.
- Hauling by truck to beneficial use site.
- 12% soil expansion factor for hauling.
- Cost contingency of 25%.
- Costs rounded to the nearest thousand dollars.

A cost estimate prepared during final engineering design will reflect a greater level of certainty based on more detailed site investigations and design. In summary, at this phase of analyses, the conceptual-level probable costs for dredging and disposal, depending on the haul distance, would range between the following:

- \$337,000 and \$373,000 for Dekle Beach.
- \$1.354 million and \$1.557 million for Keaton Beach.
- \$2.188 million and \$2.528 million for Cedar Island.
- \$980,000 and \$1.122 million for Dark Island.
- \$365,000 and \$405,000 for Steinhatchee Boat Ramp.

**Table 2-4 Conceptual Cost Estimate Summary**

Project Site	Item Description	Dredging Cost	Spoil Disposal Cost			
			Zone 1	Zone 2	Zone 3	Zone 4
Dekle Beach	Dredge Volume (cubic yards)	5,600	-	-	-	-
	Dredge Cost	\$292,000	-	-	-	-
	Dredge Cost per Cubic Yard	\$52	-	-	-	-
	Haul Distance (miles)	-	5	5	10	23
	Haul Cost	-	\$45,000	\$45,000	\$63,000	\$81,000
	Haul Cost per Cubic Yard per Mile	-	\$1.61	\$1.61	\$1.13	\$0.63
	Total Cost	-	\$337,000	\$337,000	\$355,000	\$373,000
Keaton Beach	Dredge Volume (cubic yards)	31,700	-	-	-	-
	Dredge Cost	\$1,100,000	-	-	-	-
	Dredge Cost per Cubic Yard	\$35	-	-	-	-
	Haul Distance (miles)	-	5	2	6	19
	Haul Cost	-	\$254,000	\$254,000	\$356,000	\$457,000
	Haul Cost per Cubic Yard per Mile	-	\$1.60	\$4.01	\$1.87	\$0.76
	Total Cost	-	\$1,354,000	\$1,354,000	\$1,456,000	\$1,557,000
Cedar Island	Dredge Volume (cubic yards)	53,100	-	-	-	-
	Dredge Cost	\$1,763,000	-	-	-	-
	Dredge Cost per Cubic Yard	\$33	-	-	-	-
	Haul Distance (miles)	-	7	4	6	17
	Haul Cost	-	\$595,000	\$425,000	\$595,000	\$765,000
	Haul Cost per Cubic Yard per Mile	-	\$1.60	\$2.00	\$1.87	\$0.85
	Total Cost	-	\$2,358,000	\$2,188,000	\$2,358,000	\$2,528,000
Dark Island	Dredge Volume (cubic yards)	22,100	-	-	-	-
	Dredge Cost	\$803,000	-	-	-	-
	Dredge Cost per Cubic Yard	\$36	-	-	-	-
	Haul Distance (miles)	-	8	5	6	17
	Haul Cost	-	\$248,000	\$177,000	\$248,000	\$319,000
	Haul Cost per Cubic Yard per Mile	-	\$1.40	\$1.60	\$1.87	\$0.85
	Total Cost	-	\$1,051,000	\$980,000	\$1,051,000	\$1,122,000
Steinhatchee Boat Ramp	Dredge Volume (cubic yards)	6,300	-	-	-	-
	Dredge Cost	\$314,000	-	-	-	-
	Dredge Cost per Cubic Yard	\$50	-	-	-	-
	Haul Distance (miles)	-	23	20	19	3
	Haul Cost	-	\$91,000	\$91,000	\$91,000	\$51,000
	Haul Cost per Cubic Yard per Mile	-	\$0.63	\$0.72	\$0.76	\$2.70
	Total Cost	-	\$405,000	\$405,000	\$405,000	\$365,000

Notes:

1- Engineering Services are excluded.

2- Total Cost includes cost of dredging and spoil disposal.

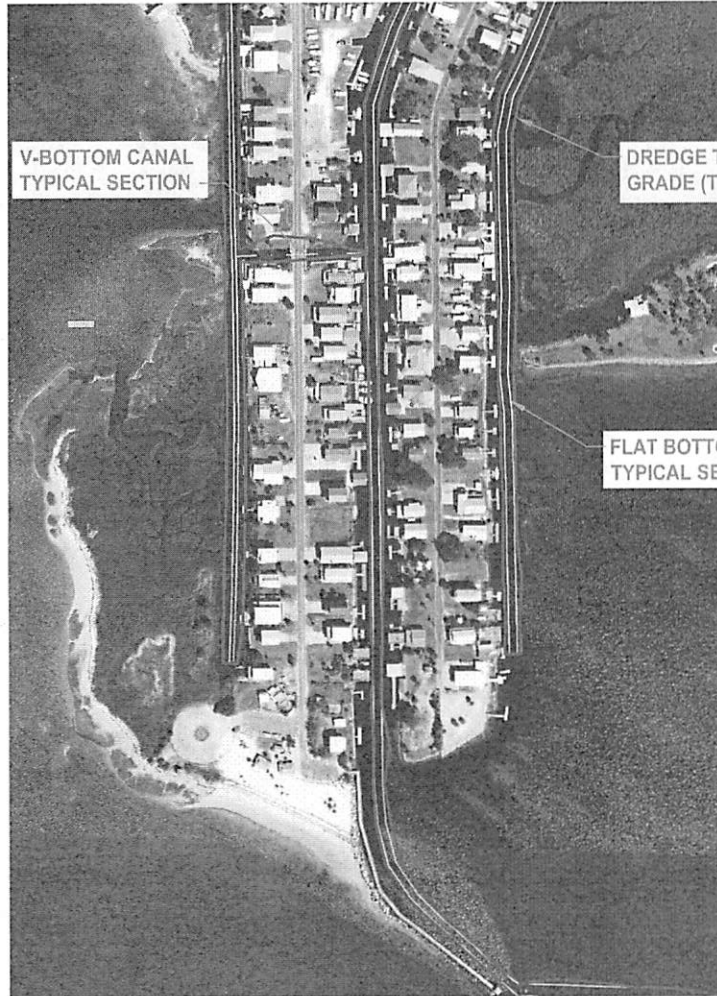
### 3 CONCLUSIONS

This PER provided information for the dredging and disposal of sediment for canals and a boat ramp in Taylor County. The canals and Steinhatchee Boat Ramp discussed in this PER need dredging due to limited boating access. We recommend that the County use the information presented herein to budget and implement improvements, and thereafter establish a dredging maintenance program. The County should procure property or an agreement with a property owner to handle dewatering and spoil disposal. The County should also proceed with engineering design services, which would include hydrographic survey, engineering design, and permitting. Excluding the cost of property acquisition, the greatest cost drivers will be the spoil volume and the haul distance to the disposal property location.

#### Summary of Probable Costs by Site:

- \$337,000 and \$373,000 for Dekle Beach.
- \$1.354 million and \$1.557 million for Keaton Beach.
- \$2.188 million and \$2.528 million for Cedar Island.
- \$980,000 and \$1.122 million for Dark Island.
- \$365,000 and \$405,000 for Steinhatchee Boat Ramp.

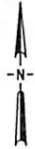
Total Probable Costs: \$5,224,000 to \$5,985,000.



V-BOTTOM CANAL  
TYPICAL SECTION

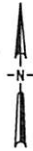
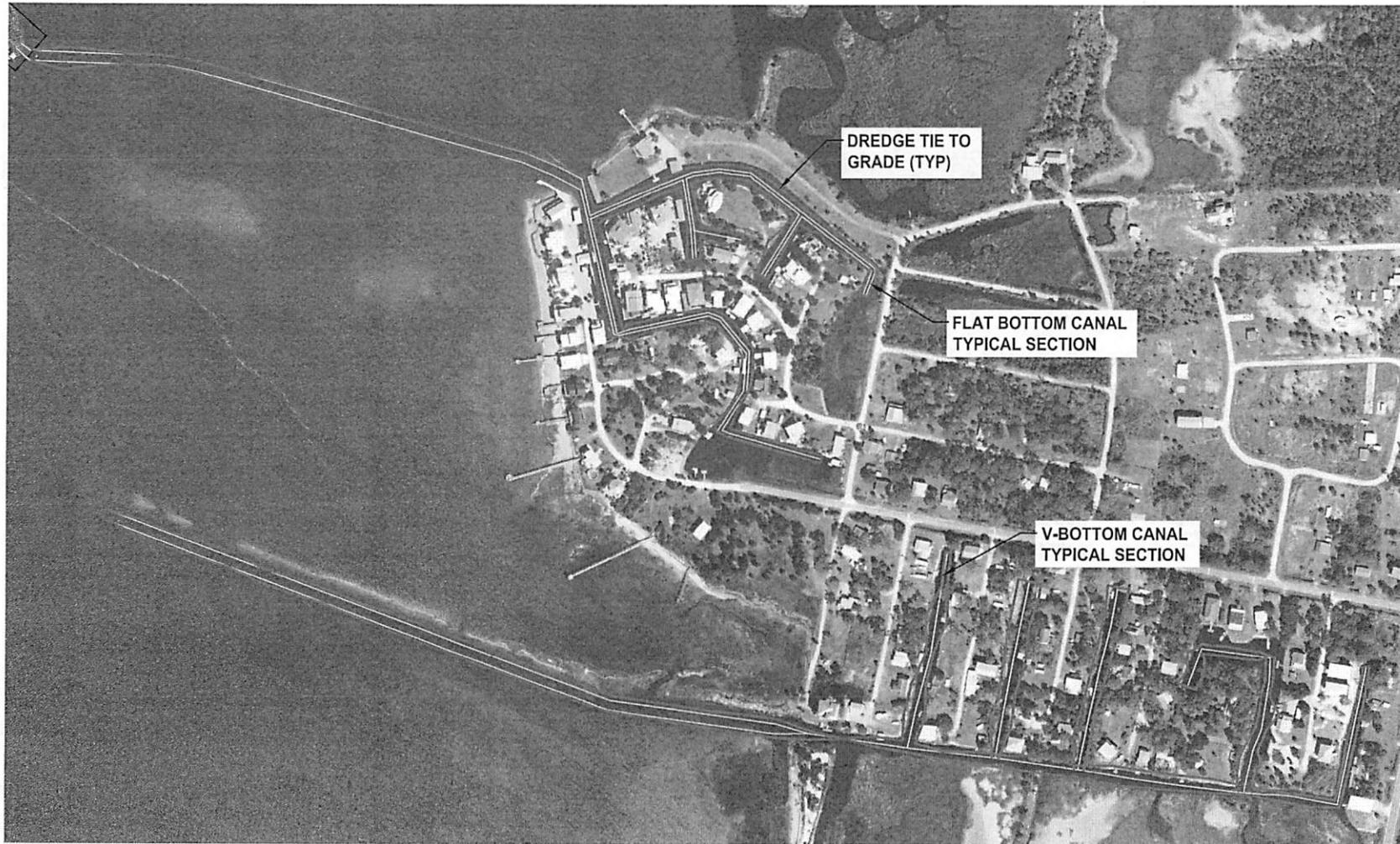
DREDGE TIE TO  
GRADE (TYP)

FLAT BOTTOM CANAL  
TYPICAL SECTION



GRAPHIC SCALE  
0 75 150 300  
SCALE IN FEET

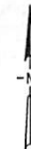
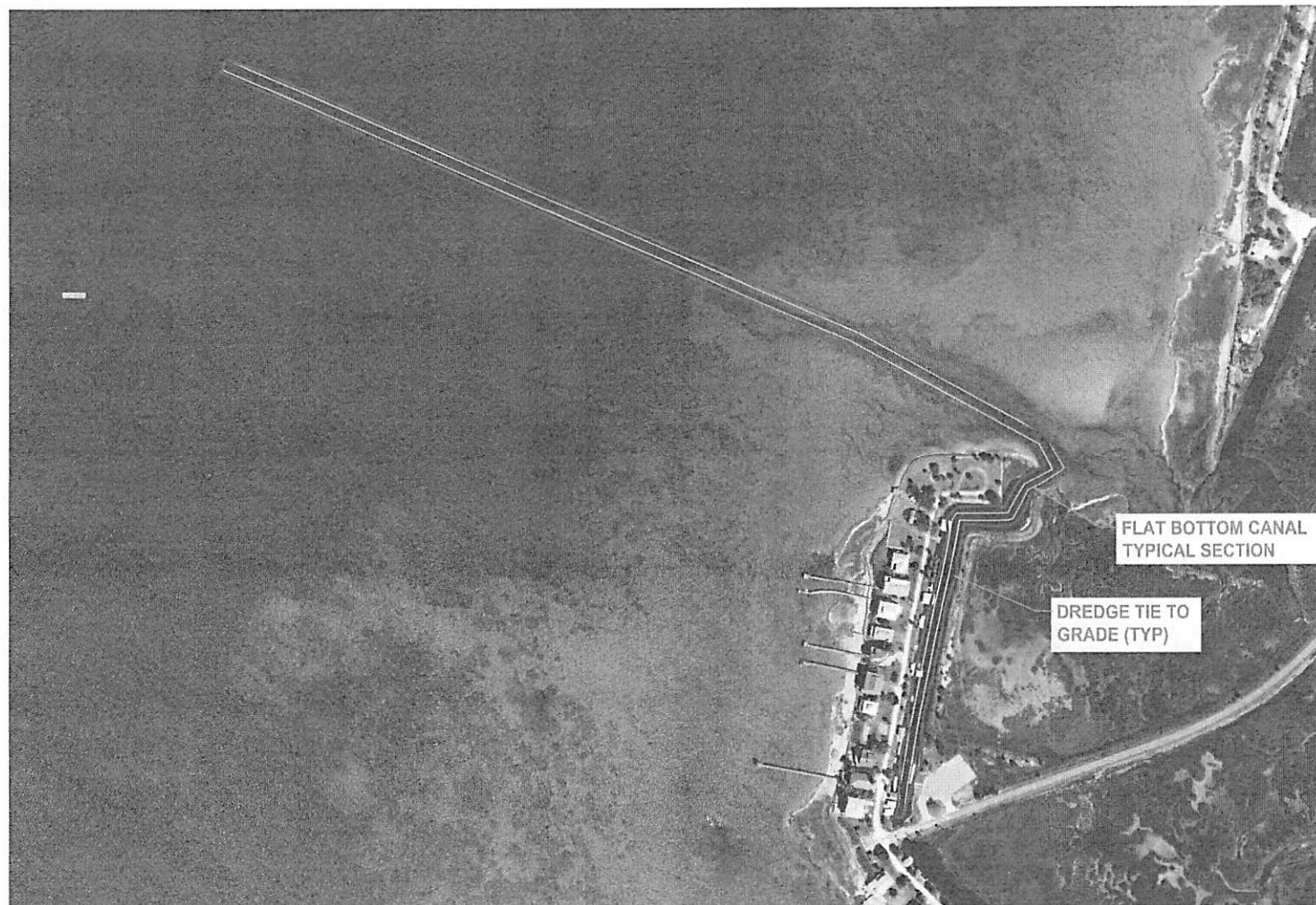
FIGURE 2  
DREDGING PLAN  
KEATON BEACH  
TAYLOR COUNTY, FL



GRAPHIC SCALE  
0 75 150 300  
SCALE IN FEET

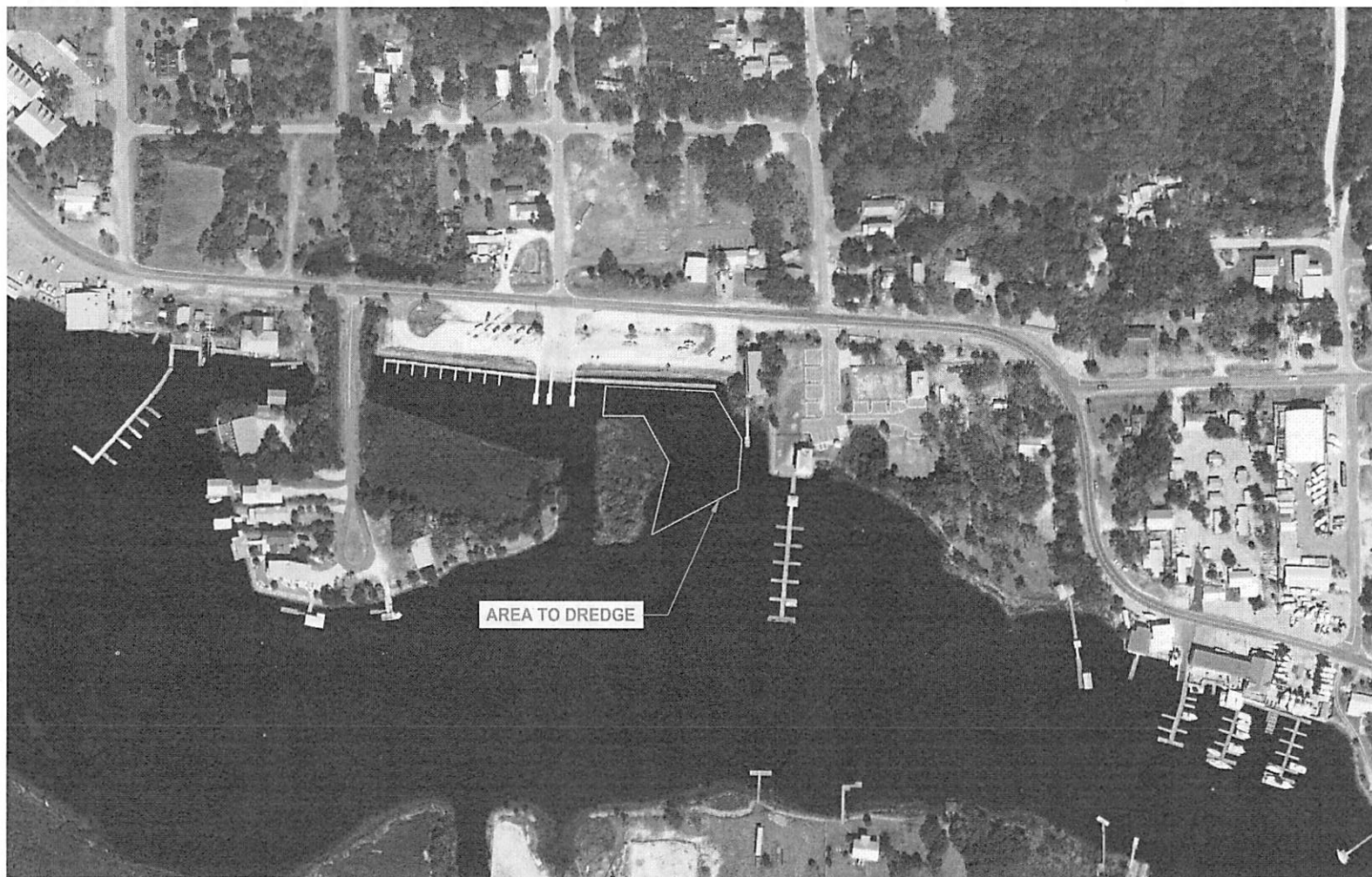
FIGURE 3  
DREDGING PLAN  
CEDAR ISLAND  
TAYLOR COUNTY, FL

DATE: 11/01/2018 10:48 AM PROJECT: DREDGING PLAN DARK ISLAND TAYLOR COUNTY, FL DRAWN: JAMES L. JONES



GRAPHIC SCALE  
0 75 150 300  
SCALE IN FEET

FIGURE 4  
DREDGING PLAN  
DARK ISLAND  
TAYLOR COUNTY, FL



GRAPHIC SCALE  
0 50 100 200  
SCALE IN FEET

FIGURE 5  
DREDGING PLAN  
STEINHATCHEE BOAT RAMP  
TAYLOR COUNTY, FL

# **Appendix C**

## **Cost Estimate by Project Site**

**Table C-1 Dekle Beach Conceptual Cost Estimate**

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cost (2016 \$)
<b>Engineering Services</b>				
Design and Permitting	1	Each	\$35,000	\$35,000
Hydrographic Survey	1	Each	\$15,000	\$15,000
Construction Administration & Observation	1	Each	\$30,000	\$30,000
Subtotal				\$80,000
<b>Construction</b>				
Mobilization/Demobilization	1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volume)	5,600	CY	\$15	\$84,000
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	5,600	CY	\$5	\$28,000
Geotextile Tubes	450	LF	\$25	\$12,000
Polymer Treatment - Settling In Containment Berm	5,600	CY	\$2	\$12,000
Sediment and Erosion Control	1	Each	\$6,780	\$7,000
Contingency (25%)				\$59,000
Subtotal				\$292,000
Haul to Zone 1	4,480	CY	\$10	\$45,000
Project Total				\$337,000
Haul to Zone 2	4,480	CY	\$10	\$45,000
Project Total				\$337,000
Haul to Zone 3	4,480	CY	\$14	\$63,000
Project Total				\$355,000
Haul to Zone 4	4,480	CY	\$18	\$81,000
Project Total				\$373,000

1 Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

2 Estimated costs are rounded to nearest thousand

3 Haul volumes are based on an insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

**Table C-2 Keaton Beach Conceptual Cost Estimate**

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cost (2016 \$)
<b>Engineering Services</b>				
Design and Permitting	1	Each	\$65,000	\$65,000
Hydrographic Survey	1	Each	\$20,000	\$20,000
Construction Administration & Observation	1	Each	\$60,000	\$60,000
Subtotal				\$145,000
<b>Construction</b>				
Mobilization/Demobilization	1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volume)	31,700	CY	\$15	\$476,000
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	31,700	CY	\$5	\$159,000
Geotextile Tubes	2,570	LF	\$25	\$65,000
Polymer Treatment - Settling In Containment Berm	31,700	CY	\$2	\$64,000
Sediment and Erosion Control	1	Each	\$25,620	\$26,000
Contingency (25%)				\$220,000
Subtotal				\$1,100,000
Haul to Zone 1	25,360	CY	\$10	\$254,000
Project Total				\$1,354,000
Haul to Zone 2	25,360	CY	\$10	\$254,000
Project Total				\$1,354,000
Haul to Zone 3	25,360	CY	\$14	\$356,000
Project Total				\$1,456,000
Haul to Zone 4	25,360	CY	\$18	\$457,000
Project Total				\$1,557,000

1 Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

2 Estimated costs are rounded to nearest thousand

3 Haul volumes are based on an insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

**Table C-3 Cedar Island Conceptual Cost Estimate**

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cost (2016 \$)
<b>Engineering Services</b>				
Design and Permitting	1	Each	\$65,000	\$65,000
Hydrographic Survey	1	Each	\$25,000	\$25,000
Construction Administration & Observation	1	Each	\$60,000	\$60,000
Subtotal				\$150,000
<b>Construction</b>				
Mobilization/Demobilization	1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volume)	53,100	CY	\$15	\$797,000
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	53,100	CY	\$5	\$266,000
Geotextile Tubes	4,310	LF	\$25	\$108,000
Polymer Treatment - Settling In Containment Berm	53,100	CY	\$2	\$107,000
Sediment and Erosion Control	1	Each	\$41,040	\$42,000
Contingency (25%)				\$353,000
Subtotal				\$1,763,000
Haul to Zone 1	42,480	CY	\$14	\$595,000
Project Total				\$2,358,000
Haul to Zone 2	42,480	CY	\$10	\$425,000
Project Total				\$2,188,000
Haul to Zone 3	42,480	CY	\$14	\$595,000
Project Total				\$2,358,000
Haul to Zone 4	42,480	CY	\$18	\$765,000
Project Total				\$2,528,000

1 Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

2 Estimated costs are rounded to nearest thousand

3 Haul volumes are based on an insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

**Table C-4 Dark Island Conceptual Cost Estimate**

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cost (2016 \$)
<b>Engineering Services</b>				
Design and Permitting	1	Each	\$40,000	\$40,000
Hydrographic Survey	1	Each	\$15,000	\$15,000
Construction Administration & Observation	1	Each	\$35,000	\$35,000
Subtotal				\$90,000
<b>Construction</b>				
Mobilization/Demobilization	1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volume)	22,100	CY	\$15	\$332,000
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	22,100	CY	\$5	\$111,000
Geotextile Tubes	1,790	LF	\$25	\$45,000
Polymer Treatment – Settling In Containment Berm	22,100	CY	\$2	\$45,000
Sediment and Erosion Control	1	Each	\$18,690	\$19,000
Contingency (25%)				\$161,000
Subtotal				\$803,000
Haul to Zone 1	17,680	CY	\$14	\$248,000
Project Total				\$1,051,000
Haul to Zone 2	17,680	CY	\$10	\$177,000
Project Total				\$980,000
Haul to Zone 3	17,680	CY	\$14	\$248,000
Project Total				\$1,051,000
Haul to Zone 4	17,680	CY	\$18	\$319,000
Project Total				\$1,122,000

1 Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

2 Estimated costs are rounded to nearest thousand

3 Haul volumes are based on an insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

**Table C-5 Steinhatchee Boat Ramp Conceptual Cost Estimate**

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cost (2016 \$)
<b>Engineering Services</b>				
Design and Permitting	1	Each	\$35,000	\$35,000
Hydrographic Survey	1	Each	\$15,000	\$15,000
Construction Administration & Observation	1	Each	\$30,000	\$30,000
Subtotal				\$80,000
<b>Construction</b>				
Mobilization/Demobilization	1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volume)	6,300	CY	\$15	\$95,000
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	6,300	CY	\$5	\$32,000
Geotextile Tubes	510	LF	\$25	\$13,000
Polymer Treatment - Settling In Containment Berm	6,300	CY	\$2	\$13,000
Sediment and Erosion Control	1	Each	\$7,290	\$8,000
Contingency (25%)				\$63,000
Subtotal				\$314,000
Haul to Zone 1	5,040	CY	\$18	\$91,000
Project Total				\$405,000
Haul to Zone 2	5,040	CY	\$18	\$91,000
Project Total				\$405,000
Haul to Zone 3	5,040	CY	\$18	\$91,000
Project Total				\$405,000
Haul to Zone 4	5,040	CY	\$10	\$51,000
Project Total				\$365,000

1 Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

2 Estimated costs are rounded to nearest thousand

3 Haul volumes are based on an insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.