

Revised 9/1/11

Board of County Commissioners

Wakulla County, Florida

Agenda

Regular Public Meeting

Tuesday, September 6, 2011

Wakulla County Community Center

318 Shadeville Road, Crawfordville, FL.

Invocation

Pledge of Allegiance

Commissioner Stewart

Approval of Agenda:

(The Chairman and members of the Board will approve and/or modify the official agenda at this time).

Public Hearing

(Public Hearings are held as required to receive public comments on matters of special importance or as prescribed by law. Public Hearings shall be heard at 5:00pm, or soon thereafter. Individual speakers are encouraged to adhere to a three (3) minute time limit. The Chairman has the discretion to either extend or reduce time limits, based on the number of speakers).

1. Request Board Approval to Conduct the First of Two Public Hearings to Adopt the FY2011/2012 Tentative Budget & Tentative Millage Rate
(Timothy Barden, Interim County Administrator)
2. Request Board Approval to Conduct the Public Hearing and Approve the Proposed Ordinance Concerning Solid Waste Management, Collection, and Disposal, Authorizing the Issuance of Franchises, Requiring Mandatory Collection and Disposal of Solid Waste Generated Within the County, and Repealing Certain Provisions of the Existing Solid Waste Code
(Heather Encinosa, County Attorney)
3. Request Board Approval of the Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement Between Waste Pro of Florida, Inc., and Wakulla County
(Heather Encinosa, County Attorney)
4. Request Board Approval to Conduct the Public Hearing and Adopt the Final Assessment Resolution for Solid Waste Services
(Heather Encinosa, County Attorney)
5. Request Board Approval to Conduct the Public Hearing and Consider Adopting the Proposed Ordinance Increasing the Tourist Development Tax Rate
(Pam Portwood, TDC Director)

6. Request Board Approval to Conduct the Public Hearing and Consider Approving the Placement of Traffic Calming Devices to be Installed on Revell Road and Carriage Drive
(Cleve Fleming, Public Works Director)
7. Request Board Approval to Conduct the Public Hearing and Consider Adopting the Final Assessment Annual Rate Resolution for Fire Protection Services
(Heather Encinosa, County Attorney)

Awards and Presentations

(Members of the Board will have the opportunity to acknowledge members of the community or commendable efforts at this time. Presentations will be made from individuals concerning issue of importance).

(To ensure fairness and encourage participation, citizens who would like to speak on any item will need to fill out a speaker's card and turn in to Ms. Welch prior to the beginning of discussion on that particular item. Citizens are allowed a maximum of 3 minutes to speak.

Citizens to be Heard

(Citizens will be heard between 6:30p.m. and 7:00p.m., or if the meeting concludes prior to 6:30p.m. or 7:00p.m. citizens will then be heard at the end of the meeting where applicable. Three (3) minute time limit; non-discussion by Commission; there shall be no debate and no action by the Commission).

Consent

(All items contained herein may be voted on with one motion. Consent items are considered to be routine in nature, are typically non-controversial and do not deviate from past Board direction or policy. However, any Commissioner, the County Administrator, or the County Attorney may withdraw an item from the consent agenda, either in writing prior to the meeting, or at the beginning of the meeting and it shall then be voted on individually. Every effort shall be made to provide such a request to the Chairman at least 24 hours before the meeting).

8. Approval of Minutes – August 16, 2011 Regular Board Meeting
(Brent X. Thurmond, Clerk of Court)
9. Approval of Minutes – August 16, 2011 5th Budget Workshop for the Tentative FY2011/2012 Budget
(Brent X. Thurmond, Clerk of Court)
10. Approval of Minutes – August 4, 2011 Workshop to Discuss Implementing a Blue Print 2000 Type Effort in Wakulla County
(Brent X. Thurmond, Clerk of Court)
11. Approval of Minutes – August 4, 2011 4th Budget Development Workshop for the Tentative FY2011/2012 Budget
(Brent X. Thurmond, Clerk of Court)
12. Approval of Minutes – August 4, 2011 Workshop to Allow the Florida Governmental Utility Authority to Present and Discuss Sewer Ownership
(Brent X. Thurmond, Clerk of Court)

13. Approval of Payment of Bills and Vouchers Submitted for August 11, 2011 – August 31, 2011
(Brent X. Thurmond, Clerk of Court)
14. Request Board Approval of a Proclamation Declaring September 17-23, 2011 as Constitution Week in Wakulla County
(Mike Stewart, Chairman)
15. Request Board Approval of a 30 Day Contract Extension with Inspired Technologies and Approval to Advertise a Request for Proposals for Information Technology Services
(Debbie DuBose, OMB Coordinator)
16. Request Board Approval of the Amendment to DEP Agreement Number CM119 for Wonders of Wakulla – A Nature-and Heritage-Based Marketing Campaign
(Pam Portwood, TDC Director)
17. Request Board Approval to Advertise Public Hearings to Consider Adopting Comprehensive Plan Text Amendment CP11-02, Pertaining to Wetland Buffers in the Conservation Element
(Melissa Corbett, Planner II) **This Item Has Been Tabled to the Sept. 19th BOCC Mtg.**

Consent Items Pulled for Discussion

(Members requesting further information on items placed under “Consent Agenda,” may withdraw those items and place them here, for further discussion).

Planning and Zoning

(Members will be provided with planning and zoning amendment requests five (5) business days prior to the scheduled meeting. To the maximum extent possible, all support information and documentation for P&Z items shall be made available through a variety of means including the County website that will provide the public with the greatest opportunity to review documentation at the date of advertisement pursuant to Resolution No. 04-43. “In accordance with Sec. 24.01 of County Code, for all quasi-judicial proceedings each Commission member must disclose all contact received from interested parties and/or their representatives, lobbyists, or any other third parties concerning any application and any personal investigation or knowledge being relied upon during the consideration of any quasi-judicial planning and zoning matters”.)

General Business

(General Business items are items of a general nature that require Board directions or pertain to Board policy)

18. Request Board Approval of the Employment Agreement with Newly Appointed County Administrator David Edwards
(Heather Encinosa, County Attorney)
19. Request Board Approval of an Amended and Restated Contract with the Director of the Tourist Development Council
(Timothy Barden, Interim County Administrator)
20. Request Board Direction on Additional Office Space for the Wakulla County Sheriff’s Office
(Timothy Barden, Interim County Administrator)

21. Request Board Designation of a County Commissioner to Represent Wakulla County at Future Oil Spill Related Meetings
(Jennifer Langston, Special Projects Coordinator)

Commissioner Agenda Items

(Items with supporting documentation shall be provided by a Commissioner to the County Administrator three (3) business days prior to the scheduled meeting. Items that are agendaed by Commissioners and fail to gain approval may not be replaced on the agenda by a Commissioner on the non-prevailing side for a period of six (6) months without approval of the Chairman unless there is substantive new information to present).

22. Commissioner Brock –
 - a. Request Board Approval to Schedule Multiple Workshops to Discuss the Future of Wakulla County
23. Commissioner Artz –
 - a. Request Board Approval of a Resolution Concerning Water Withdrawals –
This Item Has Been Tabled to the Sept. 19th BOCC Mtg.

County Attorney

(County Attorney items are items of a legal nature that require Board direction or represent general information to Board Members, staff or the public).

County Administrator

(County Administrator items are items that require Board direction or represent general information to Board Members, staff or the public).

Discussion Issues by Commissioners

(The purpose of this section is for Commissioners to request staff action on various issues, including scheduling of a future agenda item for later Board action, based on the approval of a majority of the Board. No assignments or request for agenda items shall be given to the County Administrator or County Attorney without the express approval of the majority of the Board. The Board shall take no policy action without an agenda item unless such is accomplished through a unanimous vote of the Board. The remarks of each Commissioner during his or her "discussion items" shall adhere to Robert Rules of Order, for proper decorum and civility as enforced by the Chairman.

Adjourn

(Any departure from the order of business set forth in the official agenda shall be made only upon majority vote of the members of the Commission present at the meeting).

*The next Board of County Commissioners Meeting is scheduled for
Monday, September 19, 2011 at 5:00 p.m.*

Regular Board Meeting and Holiday Schedule January 2011 – December 2011

<p style="text-align: center;">January 2011</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>Sa</th></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td style="background-color: #00FF00;">3</td><td>4</td><td>5</td><td style="background-color: #FF8C00;">6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td style="background-color: #0000FF;">17</td><td style="background-color: #00FF00;">18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> <tr><td>30</td><td>31</td><td></td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	Th	F	Sa							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						<p style="text-align: center;">February 2011</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>Sa</th></tr> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td style="background-color: #00FF00;">7</td><td>8</td><td>9</td><td style="background-color: #FF8C00;">10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td style="background-color: #0000FF;">21</td><td style="background-color: #00FF00;">22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td></td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	Th	F	Sa			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28						<p style="text-align: center;">March 2011</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>Sa</th></tr> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td style="background-color: #00FF00;">7</td><td>8</td><td>9</td><td style="background-color: #FF8C00;">10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td style="background-color: #00FF00;">21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr> </table>	S	M	T	W	Th	F	Sa			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31									
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Regular Board Meeting
 Special Meeting
 Holiday

Workshops
 Office Closure (Furlough Days)

PUBLIC NOTICE
2011 Tentative Schedule

All Workshops, Meetings, and Public Hearings are subject to change

All sessions are held in the Commission Chambers, 29 Arran Road, Suite 101, Crawfordville, FL.

Workshops are scheduled as needed.

Month	Day	Time	Meeting Type
August 2011	Wednesday, 31	5:00 P.M.	Special Meeting for Public Hearing: To Consider Amending Ord. #11-14 Concerning the Public Service Tax
September 2011	Tuesday, 6	5:00 P.M.	Regular Board Meeting
	Thursday, 8	5:00 P.M.	Workshop(s): <ul style="list-style-type: none">▪ To Discuss Options Regarding Subdivision Road Acceptance
	Monday, 19	5:00 P.M.	Regular Board Meeting
October 2011	Monday, 3	5:00 P.M.	Regular Board Meeting
	Monday, 17	5:00 P.M.	Regular Board Meeting
November 2011	Monday, 7	5:00 P.M.	Regular Board Meeting
	Monday, 21	5:00 P.M.	Regular Board Meeting
December 2011	Monday, 5	5:00 P.M.	Regular Board Meeting

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: September 1, 2011

To: Honorable Chairman and Members of the Board

From: Timothy P. Barden, Interim County Administrator
William Wright, OMB Analyst

Subject: Request Board Approval to Conduct the First of Two Public Hearings to Adopt the FY2011/2012 Tentative Budget & Tentative Millage Rate

Statement of Issue:

This agenda item requests Board approval to conduct the First of Two Public Hearings to adopt the FY2011/2012 Tentative Budget & Tentative Millage Rate.

Background:

On August 4, 2011 the Board held the 4th budget workshop and on August 16, 2011 the Board held the 5th budget workshop in the series of budget workshops for the FY2011/12 budget year process. There were three other workshops held during the budget process leading up to the submission of the FY2011/2012 Tentative Budget on July 15, 2011 by the County Administrator.

Analysis:

This section will provide the Board with any changes made to the FY2010/11 Tentative Budget based on Board direction to date as well as completing forms setting tentative millage rate and approving tentative budget, required by the Florida Department of Revenue (DOR). There will also be an analysis discussing the TRIM process for passage of the tentative millage and budget prescribed by Florida Statutes. The analysis section will be divided into the following sections:

1. Changes to the FY2010/2011 Tentative Budget
2. Truth-In-Millage (TRIM) Required for Passage of Tentative Millage and Budget

Changes to the FY2010/2011 Tentative Budget

Since the submission of the FY2010/2011 Tentative Budget to the Board on July 15, 2010 there have been changes to the FY2010/2011 Tentative Budget as a result of Board action and staff communications with Constitutional Officers and Board Departments, in preparation for the approval of the budget on September 19, 2011.

General Fund

Changes that have occurred since the submission of the FY2011-12 Tentative Budget include the distribution of a portion of the workers compensation costs in the amount \$22,000 from the general fund to the Building Department and the Fire MSBU. The Building Department budget was adjusted by increasing cash forward by \$5,000 for a total of \$8,700. The Fire MSBU budget

Agenda Request: Request Board Approval to Conduct the First of Two Public Hearings to Adopt the FY2011/2012 Tentative Budget & Tentative Millage Rate

September 6, 2011

Page 2

was adjusted by decreasing reserves by \$17,000 to \$42,619. These adjustments allowed the amount budgeted in County reserve to be increased to \$502,000.

Public Service Tax

On August 31, 2011, the Board held a public hearing to amend Ordinance #11-14 reducing the Public Service Tax from 10% to 7% and retain the 500 kWh exemption for residential property. The result of this amendment created a \$346,259 funding gap in the general fund. In addition to this modification the Board proceeded with recommendations from the Sheriff's finance office to increase the budgeted jail bed revenue from \$2,100,000 to \$2,350,000, a difference of \$250,000. These adjustments to the general fund resulted in a decrease of \$96,259 to be absorbed equally between all divisions and departments currently funded by the General Fund including Constitutional Offices. The following table reflects the changes that will occur to each office affected by the decrease in funding:

	Original Budget	Reduction	New Budget
BOCC	\$ 6,762,135	\$ 36,158	\$ 6,727,642
Sheriff	\$ 9,797,070	\$ 49,974	\$ 9,747,096
Clerk of Court	\$ 408,490	\$ 2,084	\$ 406,407
Property Appraiser	\$ 917,161	\$ 4,678	\$ 912,483
Tax Collector	\$ 659,542	\$ 3,364	\$ 656,178
SOE	\$ 326,348	\$ 0	\$ 324,683
Total Budget	\$ 18,870,747	\$ 96,259	\$ 18,774,488

The Board controlled departments were reduced by \$34,393 plus the Supervisor of Elections portion of the cuts of \$1,665 for a total of \$36,158 reduction from the Tentative Budget. These cuts were achieved through the elimination of a vacant position within Parks and Recreation in the amount of \$23,876, the elimination of the County's contribution to Circuit Court Judge's travel and one OPS position within the judge's office in the amount of \$11,100 and the decrease in funding for events and services within the General Administration budget by \$1,182.

Capital Improvement Fund 300

The Capital Improvement Fund budget has been increased to include \$120,000 of funds from the Florida Department of Transportation to develop a Bicycle & Pedestrian Facilities Master Plan. This project was approved by Resolution #10-45 by the Board on August 16, 2010 and the RFP #2011-15 was awarded on June 21, 2011 to Kimley-Horn & Associates. The project should be completed by December 31, 2011 as outlined in the Local Agency Program Agreement with the Florida Department of Transportation.

Solid Waste Assessment

On August 1, 2011 the Board approved the Initial Assessment Resolution for Solid Waste Management & Disposal Services. This Resolution included an assessment of a maximum \$196.00 per household to be collected in order to provide for this service. The FY2011/12 Tentative Budget was prepared using an assessment of \$112.00 as proposed during the

Agenda Request: Request Board Approval to Conduct the First of Two Public Hearings to Adopt the FY2011/2012 Tentative Budget & Tentative Millage Rate

September 6, 2011

Page 3

FY2010/11 budget process. The Board will consider the proposed assessment at this September 6, 2011 Meeting. Should the Board approve the \$196 assessment the estimated revenue may increase from \$1,575,655 to \$2,595,060 a difference of \$1,019,405.

It should be noted that the tentative budget included \$2,208,000 million a combination of loan and grant which would have been required to repair and close the transfer station. The increase in the Solid Waste assessment revenues will result in a net decrease in Fund 440 by \$1,176,312, due in part to the elimination of. The remaining difference can be attributed to a decrease in operational costs required at the transfer station.

Fire MSBU

In the FY2010/2011 Tentative Budget, the Fire MSBU's recommended budget was based on an assessment rate of \$75.00 for a total budget of \$988,095. This recommended tentative budget included cash forward in the amount of \$82,000 to fund capital improvement projects. This increase in the Fire MSBU fund results in an increase in the total Fund 180 MSBU Tentative Budget

The Table below reflects the combined changes to the FY2011/12 Tentative Budget:

Summary of Changes to the FY2010/2011 Tentative Budget			
	July 15, 2011 Budget	Change	September 6, 2011 Budget
General Fund	\$18,870,747	-\$96,259	\$18,774,488
Capital Improvement Fund 300	\$482,368	\$120,000	\$602,368
Solid Waste Fund 440 Assessment	\$3,771,372	-\$1,176,312	\$2,595,060
FY 2010/2011 Tentative Budget	\$44,317,621	-\$1,152,571	\$43,165,050

Truth-In-Millage (TRIM) Requirement for Passage of Tentative Millage and Budget

Pursuant to Florida Statutes sections 129.03 and 200.065, the County Property Appraiser certified to the County Budget Officer the taxable value against which taxes may be levied in the entire County and in each district in the County in which the taxes are authorized by law to be levied by the Board. In preparing the tentative budgets, these certified figures were used as the basis for estimating the millage rates.

On August 4, 2011, the Board advised the County Property Appraiser of its proposed millage rates, its rolled-back rates, and the date, time, and place at which a public hearing would be held to consider the tentative millage rate and the tentative budget in accordance with Florida Statutes sections 129.03 and 200.065. Subsequently, the County Property Appraiser utilized this information in preparing the notice of proposed property taxes pursuant to Florida Statute, section 200.069. On or before August 24, 2011, these notices were then mailed to all respective property owners in Wakulla County by the Property Appraiser.

In accordance with Florida Statutes sections 129.03 and 200.065, after discussion and public comment regarding the tentative millage rate and budget, the Board is required to adopt its

tentative millage rate by way of Resolution (Attachment #1) or Ordinance prior to adopting its tentative budget by way of Resolution (Attachment #2) or Ordinance. The Resolutions prepared for approval and signature include the changes recommended in this agenda item.

Note:

All of the options need to be voted on separately and in the order presented. Florida Statutes require the Board to address the millage rate before addressing the associated budget. The prescribed script for the Chairman and County Administrator to read into the record is included as Attachment #3. Please note that Attachment #1 assumes a tentative millage rate of 8.7500.

The 2nd and final public hearing will be held on September 19, 2011 at 5:01 P.M. to approve the FY2011/2012 final budget and final millage rate in accordance with the TRIM requirements.

Options:

1. Approve to Conduct the 1st Public Hearing and Approve the FY2011/2012 Tentative Budget per actions required by TRIM.
2. Do Not Approve to Conduct the 1st Public Hearing and Do Not Approve the FY2011/2012 Tentative Budget per actions required by TRIM.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Tentative Millage Rate Resolution
2. Tentative Budget Resolution
3. Script for Public Hearing.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, ADOPTING THE TENTATIVE MILLAGE RATE FOR WAKULLA COUNTY FOR FISCAL YEAR COMMENCING ON OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Wakulla County, Florida, on September 6, 2011, adopted Fiscal Year Tentative Millage Rates as required by Florida Statute 200.065; and

WHEREAS, the Board of County Commissioners of Wakulla County, Florida, held a public hearing as required by Florida Statute 200.065, on September 6, 2011; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Wakulla County has been certified by the County Property Appraiser to the Board of County Commissioners of Wakulla County, Florida as \$1,083,304,763.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Wakulla County, Florida, that:

1. The Fiscal Year 2011/2012 Tentative countywide operating millage is 8.7500 mills, which is less than the rolled-back rate of 9.7312 mills by 10.08%.
2. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 6th day of September 2011.

Mike Stewart, Chairman
Wakulla County Board of County Commissioners

ATTEST:

APPROVE TO FORM:

BRENT X. THURMOND, Clerk of Court

HEATHER ENCINOSA, Esquire

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR WAKULLA COUNTY FOR FISCAL YEAR COMMENCING ON OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Wakulla County, Florida, on September 6, 2011, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the Board of County Commissioners of Wakulla County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2011-2012 in the amount of \$_____.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Wakulla County, Florida, that:

1. The Fiscal Year 2011/2012 Tentative countywide budget be adopted by fund as it appears in the attached Exhibit A.
2. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 6th day of September 2011.

Mike Stewart, Chairman
Wakulla County Board of County Commissioners
September 6, 2011

ATTEST:

APPROVE TO FORM:

BRENT X. THURMOND, Clerk of Court

Heather Encinosa, Esquire

WAKULLA COUNTY

FISCAL YEAR 2011-12 TENTATIVE BUDGET BY FUND

Total Fund Expenditures

Fund	Description	FY09	FY10	FY11 Budget	FY11	FY12	Variance
		Actual	Actual		Actual	Tentative	
					3/31/11	Budget	
001	General Fund	21,085,577	7,926,547	19,991,165	3,831,638	18,774,488	-6.1%
010	Building	484,064	411,512	559,589	208,087	283,415	-49.4%
104	Law Enforcement Education	48,019	266,508	0	4,658	0	-
105	Ochlocknee Bay Trail	17,672	43,990	2,600,345	11,305	4,048,212	55.7%
107	Recreation Activities Fund	91,126	91,507	149,000	43,901	149,000	-
115	Ambulance Grants	67,535	2,340	124,844	133,168	0	-
118	Mosquito Control	36,839	12,804	37,025	671	66,076	78.5%
120	*Housing Assistance	959,603	1,075,195	713,852	536,072	817,930	-
121	Weatherization	53,267	465,149	913,276	60,759	0	-
123	Energy (LIHEAP)	117,711	192,637	154,907	0	0	-
124	Florida Boating	476,105	66,631	74,293	7,280	74,293	0.0%
125	S.H.I.P.	229,908	546,702	430,417	52,499	350,000	-
127	Disaster Relief	47,258	284,364	150,000	0	100,000	-33.3%
144	Solid Waste	266,881	127,613	55,600	23,534	55,600	-
154	Court Related	272,268	249,006	1,030,344	174,512	852,744	-17.2%
157	Law Equipment & Education Fund	12,483	37,378	211,381	4,982	157,170	-25.6%
158	Moving Violations	111,970	0	0	0	0	-
160	Road & Bridge(Transportation Trust)	3,550,423	4,061,774	2,666,137	1,059,970	1,901,530	-28.7%
165	Airport Grants	0	4,693	181,818	910	181,818	-
167	Litter Control	14,988	14,988	14,988	14,988	14,988	-
169	Weatherization(LIHEAP)	164,002	24,674	471,518	0	0	-
180	MSBU-Fire	859,006	1,240,874	955,245	537,084	1,273,095	33.3%
188	Tourist Development Fund	50,350	1,536,379	120,500	39,349	80,092	-33.5%
190	E-911	330,309	254,039	181,000	108,668	211,418	16.8%
300	Capital Projects Fund	546,039	1,614,914	3,357,085	2,738,750	602,368	-82.1%
307	Impact Fees	126,727	637,119	1,071,337	225,000	717,545	-33.0%
317	One Cent Sales Tax	2,029,429	3,445,573	2,507,200	1,070,090	2,704,476	7.9%
362	Road Paving	899,128	216,410	2,904,312	2,100,672	3,984,019	37.2%
435	Waste Water Fund	1,205,174	1,561,220	8,195,331	2,098,144	3,169,713	-61.3%
440	Solid Waste Fund	891,490	1,236,981	768,850	436,044	2,595,060	237.5%
Total Expenditures:		35,045,350	27,649,519	50,591,359	15,522,734	43,165,050	-14.7%

*Budget reduced to reflect actual grants received mid-year

**WAKULLA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

**FIRST PUBLIC HEARING ON THE FY 2011/2012 TENTATIVE BUDGET AND
PROPOSED MILLAGE RATE**

September 6, 2011 – 5:01 P.M.

Wakulla County - Commission Chambers

Public Hearing Agenda

CHAIRMAN:

This is the first of two required public hearings on the Wakulla County Budget for Fiscal Year 2011/2012. If you wish to speak during the public hearing portion of this meeting, please step forward at the appropriate time.

The proposed aggregate millage rate is **8.7500** mills which is **10.08** % less than the aggregate rolled-back millage rate of 9.7312 mills.

Now the County Administrator will read the proposed millage rate into the public record.

COUNTY ADMINISTRATOR:

The proposed Board of County Commissioners of Wakulla County tentative countywide millage rate is **8.7500** mills which is **10.08** % less than the countywide rolled-back millage rate of 9.7312 mills.

CHAIRMAN:

I'm opening up the floor for a motion to begin the public hearing.

At this time the individuals that have turned in a speaker card to the clerk are allowed to speak.

(After speakers, entertain motion to close public hearing).

Note: The public must be allowed to speak and to ask questions prior to the adoption of any measures by the Board.

CHAIRMAN:

Florida Statutes requires the Board to address the proposed millage rate before addressing each budget.

The Board must vote on the millage rate and the budget separately. I will now entertain the following motions:

1. Approve the Board of County Commissioners FY 2011/2012 tentative countywide millage rate of **8.7500** mills.
2. Approve the Board of County Commissioners FY 2011/2012 tentative countywide budget as presented by the Administrator on July 15, 2011 and as amended through the agenda process today.

Note: The 2nd and final public hearing for approval of the budget will be held on Monday, September 19, 2011 at **5:01pm**.

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 26, 2011

To: Honorable Chairman and Members of the Board

From: Timothy Barden, Interim County Administrator
Heather J. Encinosa, County Attorney

Subject: Request the Board to Hold a Public Hearing and Adopt an Ordinance Concerning Solid Waste Management, Collection, and Disposal, Authorizing the Issuance of Franchises, Requiring Mandatory Collection and Disposal of Solid Waste Generated Within the County, and Repealing Certain Provisions of the Existing Solid Waste Code

Statement of Issue:

This agenda item requests Board approval to conduct the Public Hearing and adopt the proposed Ordinance concerning Solid Waste Management, Collection, and Disposal, authorizing the issuance of franchises, requiring mandatory collection and disposal of solid waste generated within the County, and repealing certain provisions of the existing Solid Waste Code.

Background:

On August 1, 2011, the BoCC awarded the bid for the countywide (excluding St. Marks) collection and disposal of residential and non-residential solid waste to Waste Pro of Georgia, Inc. and authorized staff to negotiate an exclusive franchise agreement for subsequent BoCC approval.

On August 16, 2011, the BoCC authorized this ordinance to be scheduled for public hearing. This Ordinance will authorize the BoCC to issue franchises to qualified service providers for the collection and disposal of solid waste generated within the County, require the mandatory collection and disposal of all solid waste, and repeal certain provisions of the existing Solid Waste Code.

Analysis:

The proposed Ordinance (Attachment #1), provides the legislative authorization for the BoCC to enter into franchise agreements for solid waste collection and disposal services, and requires the mandatory collection and disposal of solid waste generated within the County (excluding St. Marks).

The Ordinance also repeals Sections 27.007, 27.010, 27.011, 27.065, 27.066, 27.067, and 27.068, of the Wakulla County Code. The County Attorney will also be reviewing the remainder of the

Request the Board to Hold a Public Hearing and Adopt an Ordinance Concerning Solid Waste Management, Collection, and Disposal, Authorizing the Issuance of Franchises, Requiring Mandatory Collection and Disposal of Solid Waste Generated Within the County, and Repealing Certain Provisions of the Existing Solid Waste Code

September 6, 2011

Page 2

County's Solid Waste Code and may bring back additional ordinance modifications in the future.

Options

1. Conduct the Public Hearing and Approve the Ordinance Concerning Solid Waste Management, Collection, and Disposal, Authorizing the Issuance of Franchises, Requiring Mandatory Collection and Disposal of Solid Waste Generated Within the County, and Repealing Certain Provisions of the Existing Solid Waste Code.
2. Do Not Conduct the Public Hearing and Do Not Approve the Ordinance Concerning Solid Waste Management, Collection, and Disposal, Authorizing the Issuance of Franchises, Requiring Mandatory Collection and Disposal of Solid Waste Generated Within the County, and Repealing Certain Provisions of the Existing Solid Waste Code.
3. Board Direction.

Recommendation

Option #1

Attachments:

1. Proposed Ordinance

ORDINANCE NO. 2011-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA RELATING TO SOLID WASTE MANAGEMENT, COLLECTION, AND DISPOSAL; PROVIDING LEGISLATIVE FINDINGS, FOR APPLICABILITY, AND PENALTIES FOR VIOLATION; AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO ENTER INTO SERVICE AGREEMENTS FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE; MANDATING THAT ALL RESIDENTIAL AND NON-RESIDENTIAL PROPERTIES UTILIZE THE REGULATED CONTRACTOR FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES; REPEALING SECTIONS 27.007, 27.010, 27.011, 27.065, 27.066, 27.067, AND 27.068 OF THE WAKULLA COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS. It is hereby ascertained, determined, and declared that:

(A) Pursuant to Article VIII, Section 1, Florida Constitution, the Wakulla County Home Rule Charter, and other applicable provisions of law, the Board of County Commissioners ("Board") has all powers of local self government to perform county functions and to render or contract for services in a manner not inconsistent with general law and such power may be exercised by the enactment of county ordinances.

(B) Pursuant to Sections 125.01 and 403.706, Florida Statutes, the County has the general responsibility and authority to provide for the collection of solid waste and recyclable materials within the unincorporated areas of the County.

(C) A substantial number of owners or occupants of improved property within the County do not currently subscribe to any collection service for the solid waste and recyclable materials generated on such property.

(D) Such littering and illegal dumping constitutes a health hazard to the residents of the County and an invasion of the property rights of landowners.

(E) Such littering and illegal dumping often results in the creation of an unsanitary nuisance.

(F) Requiring all owners and occupants of improved property within the County to utilize and pay for collection service will greatly reduce instances of illegal dumping and littering.

(G) It is the intent of the Board of County Commissioners to require owners and occupants of all property within the County to have all solid waste generated on such property dispose of in a proper, sanitary and efficient manner.

(H) A comprehensive program for the provision of solid waste collection and disposal provides the best opportunity to establish, provide and promote recycling within the County and will promote the health, safety and welfare of residents of the County.

(I) It promotes the health, safety and welfare of the residents of the County to require that solid waste (other than sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, construction and demolition debris, and yard waste) and recyclable materials be collected by regulated contractors.

(J) The regulation and authorization of a regulated contractor to provide exclusive collection throughout the County promotes efficient and proper management of solid waste and fosters economical opportunities to recover recyclable materials from the waste stream.

(K) The collection of solid waste and recyclable materials generated from improved property provides a special benefit to the owners of such property.

SECTION 2. APPLICABILITY. This Ordinance shall be applicable throughout the unincorporated area of Wakulla County and, to the extent consent is received from the governing body of a municipality, within such municipality.

SECTION 3. PENALTIES FOR VIOLATION.

(A) The violation of any of the regulations, restrictions and limitations promulgated under the provisions of this Ordinance may be restrained by injunction, including a mandatory injunction and otherwise abated in any manner provided by law.

(B) Nothing contained in this provision shall prohibit or limit the Board's ability to enforce a violation of those provisions by any other means authorized by law, including through the County Code Enforcement process.

(C) In addition to the penalties provided herein, the County may have recourse to such other remedies as provided in law or in equity to ensure compliance with the provisions of this section, including temporary and permanent injunctive relief, both prohibitory and mandatory, and recovery of damages.

SECTION 4. ALTERNATIVE METHOD. This section shall be deemed to provide an additional and alternative method for the doing of things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This section being necessary for the welfare and the inhabitants of the County shall be liberally construed to effect the purposes hereof.

SECTION 5. SOLID WASTE COLLECTION AND DISPOSAL SERVICE AGREEMENTS.

(A) General Authority.

(1) The Board is hereby authorized to enter into a service agreement with any qualified person or entity to provide for the exclusive or non-exclusive collection and disposal of solid waste (other than sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, construction and demolition debris, and yard waste) and recyclable materials from residential property within the County.

(2) The Board is hereby authorized to enter into a service agreement with any qualified person or entity to provide for the exclusive or non-exclusive collection and disposal of solid waste (other than sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, construction and demolition debris, and yard waste) and recyclable materials from non-residential property throughout the County.

(3) Any service agreement may require payment of a franchise fee as set by the Board to compensate the County for the cost of solid waste management and administration, supervision and inspection rendered for the effective performance of regulated contractors, and shall include such other terms and provisions as the Board may deem necessary or advisable.

(B) The County shall not be liable or responsible for any accident or damage that may occur in conjunction with the collection of solid waste or recyclable materials by any regulated contractor, and, as a condition to the authority to provide collection and disposal services, the regulated contractor shall be deemed to have agreed to indemnify and hold harmless the County from any and all liability, loss, cost, damage or

expense which may accrue to the County by reason of the neglect, default or misconduct of the regulated contractor.

SECTION 6. MANDATORY COLLECTION OF RESIDENTIAL SOLID WASTE.

(A) During the term of any service agreement authorized pursuant to Section 5 of this Ordinance, all solid waste (other than sludge unregulated under the Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, construction and demolition debris, and yard waste) generated from residential property located within the County shall be collected by a regulated contractor.

(B) The owners of all such residential property will be responsible for the use of such service by all occupants of the property and shall be responsible for the payment of service fees in accordance with the applicable service agreement including fees related to the availability of collection services for recyclable materials. Fees for such services, including the cost of collection, disposal and administration, including the payment of any delinquent amounts owed, may be collected pursuant to any method authorized by law including the imposition of fees at the time of issuance of any permit or certificate of occupancy, collection by the contractor or as a non-ad valorem assessment pursuant to the provisions of section 197.3632, Florida Statutes. In the event that the county elects to collect the charges pursuant to the provisions of section 197.3632, Florida Statutes, the adoption of the final assessment resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the property; the method of apportionment and assessment; the initial rate of assessment; the maximum assessment rate, if any; the initial assessment roll; and the levy and lien of the solid waste assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within thirty (30) days from the date of the board action on the final assessment resolution.

(C) In the event that the County determines to collect the service fees as a non-ad valorem assessment pursuant to the provisions of section 197.3632, Florida Statutes, and a property is omitted, then, in addition to any service fees for current service, an amount equivalent to the payment delinquency, delinquency fees which shall only apply in those cases where a property owner had knowledge and notice of the fee and failed to pay, and recording costs for a prior year's fees for service may be included provided, (1) the collection method used in connection with the prior year's assessment did not use a collection methodology authorized by section 197.3632, Florida Statutes, (2) notice is provided to the owner and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such solid waste disposal assessment upon certification of a non-ad valorem roll to the tax collector by the County.

SECTION 7. COLLECTION OF NON-RESIDENTIAL SOLID WASTE.

(A) During the term of any service agreement authorized pursuant to Section 5 of this Ordinance, all solid waste (other than sludge unregulated under the federal Clean Water Act; or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, construction and demolition debris, and yard waste) generated from non-residential property located within the County shall be collected by a regulated contractor.

(B) The owners of all such non-residential property will be responsible for the use of such service by all occupants of the property and shall be responsible for the payment of service fees in accordance with the applicable service agreements, including fees related to the availability of collection services for recyclable materials.

SECTION 8. AUTHORIZATION REQUIRED.

(A) No person or entity shall collect solid waste (other than sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, construction and demolition debris, and yard waste), or recyclable materials from property located within the County without a service agreement with the County.

(B) Written contracts for the collection of solid waste between an existing service provider within the County and the owner or occupant of any improved property which were in effect prior to the adoption of this Ordinance shall remain in effect until October 1, 2011.

SECTION 9. COLLECTION BY REGULATED CONTRACTORS. The service provided by a regulated contractor pursuant to a service agreements entered into pursuant to Section 5 of this Ordinance is deemed to provide a special benefit to residential property and non-residential property. The service agreements may authorize the accrual of interest on delinquent service fees. To the full extent permitted by law, the service agreements may authorize regulated contractors to impose a lien against residential property as to which service fees are delinquent in the amount of such delinquent service fee, plus interest to the date of payment.

SECTION 10. REPEAL OF SECTIONS 27.007, 27.010, 27.011, 27.065, 27.066, 27.067 AND 27.068, WAKULLA COUNTY CODE. The following sections of the Wakulla County Code of Ordinances are hereby repealed in their entirety:

~~**Sec. 27.007. - Deposits at county landfill.** All building materials, industrial waste, junk and tree trimmings, branches, household trash or yard trash shall be deposited~~

~~at the county landfill site in the manner and locations designated by the solid waste department for the deposits at such site.~~

~~Sec. 27.010. - Commercial collection of solid waste.~~

~~(a) — No person shall collect or dispose of solid waste within the county for a fee unless and until such person has obtained an occupational license and a permit from the county solid waste department.~~

~~(b) — A permit to collect or dispose of solid waste for a fee shall be issued upon payment of a fee as set by resolution of the board, a bond payable to the county in the amount of \$5,000.00 to guarantee compliance with the terms of this chapter and proof of liability insurance for any motor vehicle used in such collection or disposal in an amount not less than \$50,000.00 per person and \$100,000.00 per accident.~~

~~Sec. 27.011. - Charges/fees for the use of disposal sites (sanitary landfills).~~

~~(a) — All municipalities, industries, commercial businesses, garbage collectors, building contractors, tree trimmers and septic tank operators will be assessed a fee based on a schedule established by the board of county commissioners.~~

~~(b) — All fees are to be paid to the solid waste department and then be turned over to the clerk of the court. The clerk shall deposit all fees received herein to the general fund or to such other fund as the board shall designate.~~

~~(c) — The board may from time to time raise or lower the landfill fees by resolution. If a new fee schedule is established, it shall become effective upon the date of adoption.~~

~~Sec. 27.065. - Findings and determinations.~~ ~~It is hereby found and determined by the board of county commissioners of Wakulla County, Florida (the board), the governing body of Wakulla County, Florida (the county), that:~~

~~(1) — In order to promote the public interest and protect the general health, safety, and welfare of the residents of the county, it is necessary for the county to develop a refuse disposal system. Failure to provide for the facility in order to dispose of solid waste generated in the~~

~~county can create serious economic, environmental and public health problems.~~

~~(2) F.S. § 403.713 (the recycling law), provides that any local government that undertakes resource recovery of solid waste (as defined in the recycling law, "solid waste") may control the collection and disposal of solid waste which is generated within the territorial boundaries of such local government and other local governments which enter into interlocal agreements for the disposal of solid waste with the local government. The recycling law further provides that any local government which undertakes resource recovery of solid waste may institute a flow control ordinance for the purpose of ensuring that the resource recovery facility receives an adequate quantity of solid waste from solid waste generated within its jurisdiction.~~

~~(3) The county intends to enter into interlocal agreements with municipalities within the county which participate in the facility (the "participating municipalities") regarding, among other things, the delivery of solid waste within the respective boundaries of the participating municipalities to the facility or other solid waste disposal facilities within the county designated by the county.~~

~~(4) In order to develop the county's solid waste disposal system, the county has determined to implement the waste flow control authority granted to it by the recycling law and thereby to make the facility available to all residents of the county for the disposal of solid waste generated within or brought into the county. This article constitutes the exercise by the county of an essential and proper governmental function in accordance with the clearly articulate and affirmatively expressed policy of the state set forth in the recycling law.~~

~~Sec. 27.066. - Disposal of solid waste.~~

~~(a) No person in the county shall deliver, or cause to be delivered, solid waste generated or disposed of within the county except to solid waste disposal facilities located therein designated and controlled by the county. Construction and demolition debris solid waste is specifically excluded from this requirement. For purposes of this article, a solid waste disposal facility controlled by the county includes one owned by the county or one as to which the county has made contractual arrangements for delivery of solid waste.~~

~~(b) The county may, at its option, by resolution adopt regulations with respect to the authority granted pursuant to this article. Such regulations may provide, without limitations, that different categories of solid waste, including recyclable materials, shall be delivered to different solid waste disposal facilities, including the facility and any existing or future landfill designated by the county as a solid waste disposal facility, and each franchisee designated in accordance with the franchise ordinance shall, as a requirement for maintaining a franchise with the county, deliver solid waste collected or disposed of within the county by such franchise to the facility or such other solid waste disposal facility or facilities as the county designates.~~

~~(c) For the purposes of this article, the term "person" shall include an individual, partnership, corporation, joint venture, private or public service company or entity, however organized.~~

~~**Sec. 27.067. - Penalties.**~~

~~(a) Violation of any of the provisions of this article shall be punishable as provided by general law for violation of county ordinances.~~

~~(b) In addition to the powers granted in subsection (a) of this section, the county may revoke any franchise granted under the franchise ordinance as a result of any violation of any of the provisions of this article.~~

~~**Sec. 27.068. - Alternative or supplemental authority.** Except as expressly provided in this article, this article shall not be construed as repealing or superseding any other ordinance or law, and it is to be construed as an alternative or supplemental authority for the exercise of the powers provided for herein.~~

SECTION 11. SEVERABILITY. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 12. EFFECTIVE DATE. A certified copy of this Ordinance shall be filed in the Department of State within ten (10) days after enactment by the Board and the Ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED this _____ day of _____, 2011.

ATTEST

BOARD OF COUNTY COMMISSIONERS
OF WAKULLA COUNTY, FLORIDA

Brent X. Thurmond, Clerk

BY: _____
Mike Stewart, Chair

APPROVED AS TO FORM AND CONTENT:

Heather J. Encinosa, County Attorney

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: September 1, 2011

To: Honorable Chairman and Members of the Board

From: Timothy Barden, Interim County Administrator
Heather Encinosa, County Attorney
Cleve Fleming, Public Works Director

Subject: Request Board Approval of the Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement Between Waste Pro of Florida, Inc., and Wakulla County

Statement of Issue:

This agenda item requests Board approval of the residential and non-residential solid waste and recycling collection and disposal franchise agreement between Waste Pro and Wakulla County.

Background:

During the May 2, 2011 Board Meeting, the Board approved pursuing a Request for Proposal (RFP) seeking a Franchised Solid Waste Hauler for solid waste collection services within the County.

The RFP was advertised on the County website on Friday, May 27, 2011, the Tallahassee Democrat on May 29th and June 5th and in the Wakulla News on June 2nd and June 9th. The proposals were due on July 11, 2011. There were two respondents who submitted proposals, Waste Pro and Veolia Environmental Services. Committee and final rankings were completed with Waste Pro being rated as the most responsive and qualified vendor (Attachment #1). On August 1, 2011, the Board approved the Chairman and the County Attorney to move forward with negotiating a contract with Waste Pro for collection and disposal services in Wakulla County.

On August 10, 2011 the Chairman, the County Attorney and staff met with the representative from Waste Pro to review the draft contract and negotiate terms.

At the August 16, 2011 Board Meeting, staff provided the Board with the draft contract to allow review and recommendations prior to final approval. This agreement is for residential curbside collection and disposal of solid waste, recyclable materials, bulk waste, white goods, and electronics; non-residential collection and disposal services for solid waste; and repair and operation of the Wakulla County Transfer Station.

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Some of the highlights presented at the August 16, 2011 Board Meeting include the following:

- Once per week pick-up of Solid Waste and Recyclable Materials for Residential Customers.
- Collection of Bulk Waste with regular Solid Waste if less than two cubic yards with optional on-call service.
- One solid waste cart and recycling included.
- Transfer station open on Fridays and Saturdays.
- Mandatory side door service for disabled.
- Non-residential collection services included for solid waste.
- Free collection and disposal services for County and City of Sopchoppy facilities.
- Effective date of October 1, 2011.
- Requires an assessment of \$196 per dwelling unit.
- Anticipated Franchise Fee of 9% to the County.

Analysis:

During the August 16, 2011 Board Meeting, the Board reviewed the draft Waste Pro Contract and provided staff and the County Attorney with recommendations and amendments for Waste Pro to consider. The following is a list of the substantive revisions that have been made since the August 16th meeting:

- Revised definition section to remove unnecessary definitions and clarify other definitions. This includes expansion of the Recyclable Materials Collection and Disposal Service to include plastics #1-#7 instead of #1-#5.
- Provided clarification of Franchise Area.
- Clarified term and commencement date sections.
- Provided for free weekly bulk pickup with regular Solid Waste pickup, so long as bulk items do not exceed two cubic yards. Clarified that bulk waste exceeding two cubic yards in amount will be collected upon request subject to imposition of authorized fee.
- Required removal or securing of doors for any refrigerator or freezer placed Curbside for pickup.
- Clarified that no fee shall be required for pickup of White Goods and E-Scrap, regardless of amount so long as it is residential in nature.
- Clarified that Waste Pro is authorized, but not required, to pickup Non-Residential Recyclable Materials upon agreement of Waste Pro and customer.
- Clarified that Waste Pro is responsible for disposal of waste material collected under Franchise Agreement.
- Clarified and revised provisions pertaining to Solid Waste Carts and Recycling Bins for residential customers, providing for additional free Recycling Bins, and providing for Non-Residential Customer receptacles based upon level of service.
- Clarified that collection of materials within right-of-way is required only for collection of

Agenda Request: Request Board Approval of the Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement Between Waste Pro of Florida, Inc., and Wakulla County

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materials associated with normal business operations, not general litter control and right-of-way cleanup.

- Expands waste streams that may be collected at the Transfer Station to include all Solid Waste, Recyclable Materials, E-Scrap, White Goods, Bulk Waste, C&D, Yard Trash, tires, and used oil, and authorizes collection of fee from persons disposing of waste at the Transfer Station.
- Provides terms for lease of Transfer Station for nominal amount.
- Requires background checks and drug screenings for all Waste Pro employees providing services under the Agreement.
- Requires Waste Pro to bill for Residential Ancillary and Special Services on an annual basis.
- Clarifies the rate adjustment provisions.
- Increases Franchise Fee from 8% to 9% and clarifies that Franchise Fee for Non-Residential service is not based on revenues generated from collection or disposal of Recyclable Materials from Non-Residential Customers.
- Clarifies that insurance coverages extend to all activities performed under agreement including operation and lease of the Transfer Station.
- Clarifies that Hold Harmless provision applies to operation and lease of the Transfer Station and payments to displaced haulers.
- Revises Late Charge and Termination provisions to include Non-Residential Customers and address Residential Ancillary and Special Services.
- Revises requirements pertaining to the displaced hauler payments, including a requirement that Waste Pro obtain a release from all displaced haulers receiving payments and a provision for payment to the County of unpaid tipping fees still owed by haulers.

If approved, the target for implementation is currently set at October 1, 2011. This would be a 10-year Contract with two additional four (4) year terms.

Budgetary Impact:

There are no costs to the County associated with approving the Solid Waste Contract with Waste Pro. Contracting out Solid Waste to a private franchise will be of a budgetary benefit to the County and citizens.

Options:

1. Approve the Solid Waste Collection and Disposal Services Agreement between Waste Pro and Wakulla County.
2. Do Not Approve the Solid Waste Collection and Disposal Services Agreement between Waste Pro and Wakulla County.
3. Board Direction.

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Recommendation:

Option #1

Attachment(s):

1. Waste Pro Contract
2. Comparison of Final Contract to previous version

**RESIDENTIAL AND NON-RESIDENTIAL SOLID WASTE AND
RECYCLING COLLECTION AND DISPOSAL FRANCHISE
AGREEMENT**

**BY AND BETWEEN
WAKULLA COUNTY, FLORIDA
and
WASTE PRO OF FLORIDA, INC.**

Approved September __, 2011

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**RESIDENTIAL AND NON-RESIDENTIAL SOLID WASTE AND
RECYCLING COLLECTION AND DISPOSAL FRANCHISE AGREEMENT**

This AGREEMENT is made as of this __ day of _____, 2011, by and between Wakulla County, Florida (the "COUNTY"), a political subdivision of the State of Florida, and Waste Pro of Florida, Inc., (hereinafter referred to as "FRANCHISEE"), a corporation duly organized and validly existing under and by virtue of the laws of the State of Florida and authorized to do business in the State of Florida.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and considerations contained herein, the parties do agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions (or pronouns used in their stead) shall, wherever they appear in this Agreement, be construed as follows unless a different meaning is clear from the context. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, all words shall include the plural as well as the singular number and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

"Agreement" shall mean this Agreement including all attachments and amendments thereto.

"Biomedical Waste" means any Solid Waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contains human-disease-causing agents; discarded disposable sharps; human blood and human blood products and body fluids; and other materials that in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.

"Biological Waste" means Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

"Board" shall mean the Board of County Commissioners of Wakulla County, Florida, which is the governing body of the COUNTY.

"Bulk Waste" shall mean non-vegetative items whose large size or weight precludes or complicates normal handling or collection, except for those items classified as White Goods under this Agreement.

"Bulk Waste Residential Collection and Disposal Service" means the Bulk Waste Collection and Disposal services provided to persons occupying Single Family Dwelling Units within the designated Franchise Area.

"Collection" means the process whereby Solid Waste, Bulk Waste, Recyclable Materials, E-Scrap, or White Goods are removed and transported to a Designated Facility.

"Compactor" means any container that has compaction mechanisms whether stationary or mobile, all inclusive.

"Construction and Demolition Debris (C&D)" means discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt, roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of Construction and Demolition Debris with other types of Solid Waste will cause the resulting mixture to be classified as other than Construction and Demolition Debris.

"Contract Manager" means the COUNTY's Contract Manager or such other person as designated in writing by the Board to represent the COUNTY in the administration and supervision of this Agreement.

"Contract Year" means the time from October 1, 2011 through September 30, 2012, and each year thereafter.

"COUNTY" shall mean Wakulla County, Florida, acting by and through its Board of County Commissioners.

"CPI" as used herein shall be the revised Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84 = 100. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereby agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available.

"Curbside" means that portion of the street right-of-way paralleling any public thoroughfare between the curb line and abutting property line. If ditching bisects the property and thoroughfare, the Curbside then becomes the roadside of the ditch. This designated location shall be as near as possible to the traveled streets or alley. The intention of a Curbside designation is to allow Collection by the FRANCHISEE's personnel in a rapid manner with walking or reaching minimized.

"Curbside Residential Solid Waste Collection Service" means the Solid Waste Collection services provided to persons occupying Single Family Dwelling Units within the designated Franchise Area.

"Designated Facility" means either the Wakulla County Transfer Station or such other facility approved by the COUNTY.

"Disposal" means the discharge, deposit, injection, dumping, or placing of Solid Waste, Bulk Waste, Recyclable Materials, E-Scrap, or White Goods into or upon any land so that such Waste may not enter other lands or be emitted into the air or discharged into any waters, including ground waters, or otherwise enter the environment.

"Dwelling Unit" shall mean any type of structure or building unit with kitchen facilities capable of being utilized for residential living other than a hotel or motel unit, including houses, condominiums, townhouses, apartments, efficiency apartments, and mobile homes.

"Effective Date" means the date this Agreement becomes effective when executed by the parties.

"Electronics (E-Scrap)" means televisions and computers (including monitors). Smaller electronics may be placed in a Solid Waste Cart.

"Franchise Area" means the entire area of the COUNTY, excluding the municipal area of the City of St. Marks, as exclusively assigned to a FRANCHISEE for the purpose of residential Solid Waste, Bulk Waste, E-Scrap, White Goods, and Recyclable Materials Collection and Disposal, and non-residential Solid Waste, Bulk Waste, E-Scrap, and White Goods Collection and Disposal. The Franchise Area may include the municipal area of the City of Sopchoppy at the City's discretion, as provided for in Article 2 of this Agreement.

"FRANCHISEE" means the company identified in the first paragraph of this Agreement.

"Garbage" means every accumulation of animal, vegetable, or other matter that attends the preparation, consumption, decay, dealing in, or storage of, meats, fish, fowl, birds, fruit or vegetables, or other putrescible matter, including animal feces, and also including cans, containers or wrappers along with the materials.

"Hazardous Waste" means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste shall include all such waste as defined by the Rules of the Florida Department of Environmental Protection Chapter 62-730 F.A.C., or 40 Code of Federal Regulations 261, or both, as either or both may be amended from time to time and to the extent either or both is applicable to the Disposal of waste in

Florida. Hazardous Waste is not intended to include de minimus amounts of household hazardous wastes as defined by F.A.C. 62-701.100.

"Infectious Waste" means those wastes that may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

"Multi-Family Dwelling Unit" shall mean Dwelling Units containing five (5) or more individual Dwelling Units under one common roof, including but not limited to apartment complexes, condominiums, and commercial campgrounds and recreational vehicle parks. For purposes of this Agreement, Multi-Family Dwelling Units will be treated as Non-Residential Customers which receive non-residential Collection and Disposal services.

"Non-Residential Customer" shall mean the owner or occupant of any establishment or facility other than a Single Family Dwelling Unit, and shall include, but not be limited to owners or occupants of all Multi-Family Dwelling Units, retail facilities, professional offices or facilities, wholesale and industrial facilities, manufacturing facilities, non-profit enterprises, governmental or public agencies, and any other commercial enterprises offering goods or services to the public.

"Performance Bond" shall mean the form of security approved by the COUNTY and furnished by the FRANCHISEE, as a guarantee that the FRANCHISEE will execute the work in accordance with the terms of the Franchise and will pay all lawful claims.

"Recyclable Materials" means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse. Excluded from this definition of Recyclable Materials are such items as Styrofoam peanuts, plastic bags, batteries, and E-Scrap.

"Recycling Bin" means a container intended for manual collection of Recyclable Materials, which is approved by the COUNTY and has a capacity of at least 18 gallons.

"Recyclable Materials Collection and Disposal Service" means the Recyclable Materials Collection and Disposal service provided to persons occupying Single Family Dwelling Units within the designated Franchise Area. It shall include Collection and Disposal with dual streams, as follows:

(1) Fiber stream which consists of: newspaper, paper, magazines/catalogs, telephone books, pasteboard, brown paper grocery bags, and corrugated cardboard, so long as such cardboard is broken or cut into pieces small enough to fit onto FRANCHISEE equipment;

(2) Commingled container stream which consists of: glass bottles and jars (clear, green, brown), plastic #1-#7, and aluminum and steel cans.

"Rubbish" means every accumulation of paper, excelsior, rags, wooden and paper boxes or containers, sweepings and all other accumulations of materials, other than garbage, which are usual to household keeping and to the operation of stores, offices, and other business places, and also bottles, cans or containers.

"Single Family Dwelling Unit" shall mean any building or structure containing four (4) or fewer individual Dwelling Units under one common roof, including single-family residences. Recreational vehicles not located in recreational vehicle parks and mobile homes, including those in mobile home parks, shall be considered Single Family Dwelling Units for the purposes of this Agreement.

"Solid Waste" means Garbage, Rubbish, or other discarded material usual to housekeeping and generated solely by residents in the ordinary course of residential and non-residential occupancies, but excluding Biomedical Wastes, Hazardous Wastes, Yard Trash, and other prohibited materials.

"Solid Waste Cart" means a roll-out container intended for Solid Waste Collection, which is a type approved by the COUNTY and has a capacity of 96 gallons with an attached, tight-fitting lid.

"Wakulla County Transfer Station" or "Transfer Station" means the transfer station owned by Wakulla County and located at 159 County Landfill Road, Crawfordville, Florida 32327.

"White Goods" means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, window air conditioners and other similar domestic large appliances.

"**Yard Trash**" means vegetative matter resulting from landscaping maintenance, such as Christmas trees, tree and shrub trimmings, and grass clippings.

ARTICLE 2. EXCLUSIVE FRANCHISE

2.1 FRANCHISE AREA

2.1.1 The Board does hereby grant FRANCHISEE the right, privilege, easement and exclusive franchise to provide Collection and Disposal service for Solid Waste, Bulk Waste, E-Scrap, White Goods, and Recyclable Materials to all Single Family Dwelling Units and Collection and Disposal Service for Solid Waste to Non-Residential Customers within the Franchise Area. Such right, privilege, easement and exclusive franchise shall not extend to the Collection and Disposal of Biomedical Waste, Biological Waste, Construction and Demolition Debris, Hazardous Waste, Infectious Waste, and Yard Trash. The Franchise Area shall consist of the area included in the definition provided above, except that it shall not extend to properties within the unincorporated area of the County owned by the Wakulla County School Board. Furthermore, in the event the City Council of the City of Sopchoppy authorizes its inclusion in the Franchise Area, the incorporated area of the City of Sopchoppy shall be automatically added to the Franchise Area and FRANCHISEE shall be required to collect waste materials generated within the City in the same manner as those materials generated within the incorporated area of the County.

2.2 COMMENCEMENT DATE AND TERM

2.2.1 The Commencement Date for the Collection and Disposal services required herein shall be October 1, 2011, and this Agreement shall terminate on September 30, 2021.

2.2.2 This Agreement may be renewed for two (2) additional terms of four (4) years commencing at the end of the initial term by mutual agreement of both parties. In the event that the FRANCHISEE desires to renew the Agreement, the FRANCHISEE shall provide to COUNTY a written Notice of Intent to Renew no less than 180 days prior to expiration.

ARTICLE 3. COLLECTION AND DISPOSAL SERVICES

3.1 CURBSIDE RESIDENTIAL SOLID WASTE COLLECTION SERVICE AND RECYCLABLE MATERIALS COLLECTION SERVICE

3.1.1 The FRANCHISEE shall collect all Solid Waste and Recyclable Materials from Single Family Dwelling Units within the Franchise Area once per week.

3.1.2 The FRANCHISEE shall be required to pick up all Solid Waste and Recyclable Materials generated from Single Family Dwelling Units which have been placed in a Solid Waste Cart or Recycling Bin and placed Curbside or at such other single Collection point as may be agreed upon by the FRANCHISEE and the customer. For purposes of automated pickup, Solid Waste Carts and Recycling Bins shall be placed within three (3) feet of the edge of pavement, back of curb, or edge of travel lane on dirt roads. In the event an appropriate location cannot be agreed upon, the Contract Manager shall designate the location.

3.1.3 The customer will place Solid Waste and Recyclable Materials in the appropriate Cart or Bin and place it Curbside. No Solid Waste Cart or Recycling Bin, including the Cart or Bin and its contents, shall exceed 150 pounds. The FRANCHISEE will place the empty Solid Waste Carts and Recycling Bins Curbside for removal by the customer.

3.2 BULK WASTE RESIDENTIAL COLLECTION SERVICE

3.2.1 The FRANCHISEE shall collect Bulk Waste placed Curbside by the owner or occupant of a Single Family Dwelling Unit at the same time as it collects Solid Waste so long as the amount of Bulk Waste is no more than two (2) cubic yards for no additional charge. In the event the owner or occupant of a Single Family Dwelling Unit requests an additional or special pickup of Bulk Waste in an amount of two (2) cubic yards or less, the FRANCHISEE may charge the Single Family Dwelling Unit the fee authorized in the fee schedule attached hereto and incorporated herein as Exhibit "A."

3.2.2 The FRANCHISEE shall collect Bulk Waste exceeding two (2) cubic yards in amount at least once per calendar quarter or upon request by the owner or occupant. Collection of Bulk Waste exceeding two (2) cubic yards shall be subject to the fee authorized in the fee schedule in Exhibit "A."

3.2.3 Bulk Waste Collection service shall be limited to Bulk Waste generated at the Single Family Dwelling Unit.

3.2.4 To schedule a special pickup of Bulk Waste, customers shall notify the FRANCHISEE of the need for Bulk Waste Collection Service. Collection shall then occur within three (3) business days of receiving the customer request for such pickup. FRANCHISEE shall note all Bulk Waste over two (2) cubic yards in amount placed Curbside for Collection and shall pick up such items within three (3) days whether or not scheduled by the Customer.

3.2.5 All Collection of Bulk Waste shall be Curbside or at other such locations as will provide ready accessibility to the FRANCHISEE'S Collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Contract Manager shall designate the location.

3.2.6 The FRANCHISEE shall collect Bulk Waste in a manner that allows for separation of Bulk Waste, as identified by the COUNTY.

3.3 WHITE GOODS AND ELECTRONICS RESIDENTIAL COLLECTION SERVICE

3.3.1 The FRANCHISEE shall collect White Goods and E-Scrap from Single Family Dwelling Units upon request by the owner or occupant of the Single Family Dwelling Unit. Such collection shall be limited to White Goods and E-Scrap generated at the said Single Family Dwelling Unit. Customers shall notify the FRANCHISEE of the need for White Goods or E-Scrap Collection Service. Collection shall then occur within three (3) business days of receiving the customer request for such pickup. FRANCHISEE shall note all unreported White Goods or E-Scrap on-call Collection routes and shall pick up such items within three (3) days whether or not scheduled by the Customer.

3.3.2 Collection of White Goods and E-Scrap shall be Curbside or other such locations as will provide ready accessibility to the FRANCHISEE'S Collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Contract Manager shall designate the location.

3.3.3 The customer will place White Goods and E-Scrap Curbside and shall remove or secure all doors from any refrigerator or freezer placed Curbside for pick up. The FRANCHISEE shall collect White Goods and E-Scrap in a manner that allows for separation of White Goods and E-Scrap.

3.4 MANDATORY SIDE DOOR COLLECTION SERVICE

3.4.1 FRANCHISEE shall provide side door Collection service to qualified disabled residents. Side door collection shall include collection of Solid Waste, Recyclable Materials, Bulk Waste, E-Scrap, and White Goods. Side door collection service shall be provided to qualified disabled residents at no additional cost. Application for such service shall be made by the customer providing to the FRANCHISEE, on a form approved by the COUNTY. Any residents seeking this service must attest that he or she has one of the disabilities listed in section 320.0848(l)(b), Florida Statutes, and certify that no able-bodied person over the age of eighteen (18) resides in the household.

3.4.2 Side Door Collection services shall be provided to qualifying residents on the same schedule as provided to other Single Family Dwelling Units in sections 3.1, 3.2, and 3.3 of this Agreement.

3.4.3 The FRANCHISEE shall provide Side Door Collection service at the rear or side of the Single Family Dwelling Unit of a qualified disabled resident.

3.5 NON-RESIDENTIAL COLLECTION SERVICES

3.5.1 The FRANCHISEE shall collect all Solid Waste from all Non-Residential Customers at least once per week. Although not included in the Franchise granted pursuant to this Agreement, nothing provided herein shall prohibit FRANCHISEE from providing Recyclable Materials Collection services to Non-Residential Customers, at the option of FRANCHISEE and the Customer.

3.5.2 This collection may include Cart Collection for small commercial accounts and/or dumpster Collection for large commercial accounts. FRANCHISEE may require the Non-Residential Customers to use locking bins as necessary to prevent unauthorized deposits of waste materials. FRANCHISEE shall assist Non-Residential Customers in selecting the appropriate level of service and receptacles for Solid Waste Collection Services and Services for other waste materials.

3.5.3 FRANCHISEE shall collect Solid Waste from Non-Residential Customers either Curbside if Cart Collection is provided or at the dumpster if dumpster Collection is provided.

3.5.4 Non-Residential Customers shall place Carts at the curb or other receptacles at such location as will provide ready accessibility to the FRANCHISEE's collection vehicle and crew. Customers shall ensure that receptacles provided by FRANCHISEE are accessible on the scheduled collection days.

3.6 COLLECTION SERVICES FOR COUNTY AND CITY PROPERTY

3.6.1 FRANCHISEE shall provide free Collection services for all County-owned properties and for properties owned by the City of Sopchoppy, if the City is included in the Franchise Area. In addition, FRANCHISEE shall provide all COUNTY and City properties included in the Franchise Area with sufficient waste receptacles or containers for such Collection. The COUNTY shall provide FRANCHISEE with a list of properties to which Collection services shall be provided. Such list may be updated or modified as necessary at any time upon written notice by the Contract Manager.

3.7 RESIDENTIAL AND NON-RESIDENTIAL DISPOSAL SERVICES

3.7.1 FRANCHISEE shall provide for Disposal of all waste material collected pursuant to this Agreement at a Designated Facility.

3.8 ADDITION OF NEW CUSTOMERS

3.8.1 The FRANCHISEE shall provide Collection and Disposal services to new residential customers within seven (7) days of receiving notice from the Wakulla County Building Department that the customer has obtained a certificate of occupancy or tie down permit. Prior to issuing a certificate of occupancy or tie down permit, the Wakulla County Building Department shall collect the interim assessment due for the Curbside Residential Collection and Disposal Services described herein.

3.8.2 The FRANCHISEE shall provide Collection and Disposal services to new Non-Residential Customers within seven (7) days of the new customer's request for service and payment of any applicable fees, as established in Exhibit "A."

3.9 HOURS OF COLLECTION

3.9.1 Except as otherwise provided in this paragraph, all residential Collections shall begin no earlier than 7:00 a.m., and shall cease no later than 7:00 p.m., Monday through Saturday. Residential Collection services on the following roads may begin at 4:00 a.m., in order to ensure that Collection does not interfere with morning traffic patterns:

- (a) CR-2192
- (b) CR-2195
- (c) CR-22
- (d) CR-2203
- (e) CR-276A
- (f) CR-299
- (g) CR-365
- (h) CR-367
- (i) CR-367A
- (j) CR-368
- (k) CR-370
- (l) CR-372
- (m) CR-372A
- (n) CR-372B
- (o) CR-373
- (p) CR-373A
- (q) CR-374
- (r) CR-375
- (s) CR-59
- (t) CR-67
- (u) SR-267

- (v) SR-30
- (w) SR-35
- (x) SR-363
- (y) SR-365
- (z) SR-372
- (aa) SR-373
- (bb) SR-377
- (cc) SR-61
- (dd) US-319
- (ee) US-98
- (ff) Clark Drive
- (gg) Curtis Mill Road
- (hh) Jack Crum Road
- (ii) Lighthouse Road
- (jj) Live Oak Island Road
- (kk) Mashers Sands Road
- (ll) Natural Bridge Road
- (mm) New Light Church Road
- (nn) Rose Street
- (oo) Shadeville Road
- (pp) Shell Point Road
- (qq) Smith Creek Road
- (rr) Sopchoppy Highway
- (ss) Spring Creek Highway
- (tt) Springhill Road
- (uu) Wakulla Springs Road

(vv) Woodville Highway

(As used above, "CR" means "County Road", "SR" means "State Road", "US" means "United States Highway".)

3.9.2. Non-residential Collections shall begin no earlier than 4:00 a.m., and shall cease no later than 7:00 p.m., Monday through Saturday.

3.9.3. In the case of an emergency, Collection may be permitted at times not allowed by this paragraph, provided the FRANCHISEE has received prior approval from the Contract Manager in a written memorandum confirming the approval. Should the FRANCHISEE not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the FRANCHISEE had not obtained such approval. No Collection shall occur on Sundays or holidays, as defined herein, except in a time of emergency.

3.10 HOLIDAYS

3.10.1 The FRANCHISEE shall not be required to provide Collection and Disposal services, operate the transfer station, or keep the local office open on the following holidays: New Years Day, the Fourth of July, Thanksgiving, and Christmas Day. If any of the aforementioned holidays fall on a regular Collection day or on a day the transfer station is required to be open, the FRANCHISEE shall notify all customers whose normal Collection day falls upon that holiday that no Collection or transfer station services will be provided and also notify them of the date of the next Collection Day and the alternate day the transfer station will be open. Notification should be definitive and timely, such as during the prior billing cycle for a specific holiday.

3.11 NON-COLLECTION NOTICES AND MISSED PICK-UPS

3.11.1 The FRANCHISEE is not required to collect Solid Waste, Bulk Waste, E-Scrap, White Goods, or Recyclable Materials that have not been placed out for Collection in accordance with the provisions of this Agreement and any amendments thereto. If not collected, FRANCHISEE shall immediately place a notice on the receptacle, bin or waste explaining why the material was not collected.

3.11.2 The design and content of the non-collection notice used by the FRANCHISEE shall be subject to the approval of the Contract Manager. At a minimum, the notice shall provide the following information regarding the non-collection event: date, reason for non-collection, information that will allow the customer to correct the problem for future Collections, and a local customer service telephone number for questions.

3.11.3 In the event a customer pick-up is missed, materials shall be picked up by the FRANCHISEE within 24 hours of notification.

3.12 MIXING OF LOADS

3.12.1 The FRANCHISEE shall collect Solid Waste, E-Scrap, White Goods, and Recyclable Materials, separately unless allowed by written approval of the Contract Manager, except as provided in this paragraph. White Goods and E-Scrap may be co-mingled with each other. Within the discretion of FRANCHISEE, Bulk Waste may be collected with Solid Waste. C&D materials and Yard Trash are excluded from the Collection services provided under this Agreement, however, such materials must be accepted at the Wakulla County Transfer Station.

3.13 SOLID WASTE CARTS AND RECYCLING BINS

3.13.1 The FRANCHISEE, at its own expense, is responsible for providing each Single Family Dwelling Unit with one (1) Solid Waste Cart and at least one (1) Recycling Bin.

3.13.2 FRANCHISEE shall provide each Non-Residential Customer with a Solid Waste Cart or other receptacle appropriate for the Non-Residential Customer's level of service upon payment of the fee established in Exhibit "A."

3.13.3 The FRANCHISEE is responsible for maintenance and repair of Solid Waste Carts, Recycling Bins, and Non-Residential Customer receptacles. The FRANCHISEE, at its own expense, shall repair or replace damaged, destroyed or stolen Solid Waste Carts, Recycling Bins, and Non-Residential Customer receptacles within twenty-four (24) hours of receiving notification from the COUNTY or customer. FRANCHISEE shall have the right to charge customers for the repair or replacement Solid

Waste Carts and Recycling Bins if the repair or replacement is necessary for reasons other than normal wear and tear.

3.13.4 FRANCHISEE shall provide additional Solid Waste Carts to customers upon request for an additional fee as listed on Exhibit "A." There shall be no charge for additional Recycling Bins.

3.13.5 FRANCHISEE shall provide one bear-resistant cart in lieu of a Solid Waste Cart upon the request of the customer. Such Cart shall be provided for an additional fee as listed on Exhibit "A." Additional bear-resistant Carts may be obtained for the same additional fee.

3.13.6 The FRANCHISEE shall maintain an adequate supply of Solid Waste Carts and Recycling Bins and parts to repair or replace such Carts in accordance with this Agreement.

3.13.7 All hot-stamp, label text and designs for Solid Waste Carts and Recycling Bins must be approved by the Contract Manager prior to ordering and use.

3.13.8 FRANCHISEE shall retain ownership of Solid Waste Carts and Recycling Bins provided by the FRANCHISEE.

3.14 VACANT LOTS

3.14.1 The FRANCHISEE shall not be responsible for the Collection of Solid Waste, Bulk Waste, E-Scrap, White Goods, or Recyclable Materials on vacant lots.

3.15 COLLECTION OF WASTE IN RIGHTS-OF-WAY AND COMMUNITY CLEAN-UP EVENTS

3.15.1 FRANCHISEE shall be responsible for performing Collection services along road rights-of-way within the Franchise Area associated with normal business operations, including but not limited to, collecting Solid Waste, Recyclable Materials, Bulk Waste, E-Scrap, and White Goods. Such materials shall be removed by FRANCHISEE within twenty-four (24) hours of learning it is within the rights-of-way, either through receipt of notice or through observation.

3.15.2 FRANCHISEE shall provide free Collection and Disposal for community clean-up events organized by Keep Wakulla County Beautiful, Inc., or a successor entity, including but not limited to Wakulla County's Household Hazardous Waste Days or other amnesty days.

ARTICLE 4. TITLE TO WASTE AND RECYCLABLE MATERIALS

4.1 The FRANCHISEE shall have title to all Solid Waste, Bulk Waste, White Goods, E-Scrap, and Recyclable Materials at the point of and upon Collection.

ARTICLE 5. UTILIZATION OF DESIGNATED FACILITIES

5.1 All Solid Waste, Bulk Waste, White Goods, E-Scrap and Recyclable Materials collected by FRANCHISEE pursuant to this Agreement must be delivered to a Designated Facility. In addition to the Wakulla County Transfer Station, the Decatur County Solid Waste Facility located in Decatur County, Georgia shall be a Designated Facility. The Contract Manager may approve additional Designated Facilities upon the request of FRANCHISEE.

5.2 In the event FRANCHISEE opts to direct haul all waste to an out-of-county landfill and by-pass the Wakulla County Transfer Station, FRANCHISEE shall still be required to operate the Transfer Station so that it may accept Solid Waste, Recyclable Materials, E-Scrap, White Goods, Bulk Waste, C&D, Yard Trash, tires, and used oil. In the event the City of Sopchoppy does not approve the Franchise for the incorporated area of the City, FRANCHISEE shall also accept such materials generated within the City at the Transfer Station. Hours of operation of the Wakulla County transfer station shall be 8:00 a.m. to 5:00 p.m. on Fridays, and 8:00 a.m. to 3:00 p.m. on Saturdays. FRANCHISEE may collect the fees established in Exhibit "A" for all materials disposed of at the Transfer Station.

5.3 FRANCHISEE shall be responsible for making all improvements to the transfer station necessary for compliance with the Florida Department of Environmental Protection's permitting requirements and for continued operation of the transfer station. FRANCHISEE shall be responsible for all costs associated with such improvements. In addition, if approved by the Florida Department of Environmental Protection, COUNTY shall assign and transfer its permit for operation of the transfer

station to FRANCHISEE, which will operate the transfer station in a manner consistent with the requirements of such permit.

5.4 Lease of Wakulla County Transfer Station Premises.

5.4.1 COUNTY shall lease to FRANCHISEE the Wakulla County Transfer Station premises, as more particularly described in Exhibit "B" attached hereto and incorporated herein.

5.4.2 In consideration for such lease, FRANCHISEE shall pay COUNTY the sum of one dollar (\$1) per year and other valuable consideration.

5.4.3 The term of the lease shall be concurrent with the term of this Agreement and any renewal term.

5.4.4 The Insurance and Hold Harmless provisions of this Agreement shall apply to FRANCHISEE's lease of the Transfer Station premises, and FRANCHISEE shall obtain all necessary property and liability insurance for the premises in the amounts required under this Agreement.

ARTICLE 6. COMMUNITY OUTREACH AND CUSTOMER SERVICE

6.1 FRANCHISEE shall provide public outreach and education within the County to promote the responsible Disposal of Solid Waste and encourage recycling among other relevant outreach and educational activities.

6.2 The FRANCHISEE shall provide a local telephone number for customer service calls to handle customer concerns and complaints. It shall be equipped with sufficient telephones, listed in the name in which it conducts business as FRANCHISEE, and shall be sufficiently staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday. A local emergency number shall also be available at all times when regular service numbers are not staffed.

6.3 The FRANCHISEE shall also provide a local office, located at the transfer station, for handling of customer concerns and complaints. Such office shall also be the location at which new Non-Residential Customers may subscribe for the Collection services provided for in this Agreement. The local office shall be sufficiently staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, and from 8:00 a.m. to 3:00 p.m. on Saturday.

ARTICLE 7. COLLECTION ROUTES AND SCHEDULES

7.1 For all residential and non-residential Collection, the FRANCHISEE shall provide the Contract Manager, in a format acceptable to the Contract Manager, the schedules for all Collection routes and keep such information current at all times. In the event of a permanent change in routes or schedules that will alter the day of pick-up, the FRANCHISEE shall notify the COUNTY in writing at least thirty (30) days prior to such change, and all such changes must be approved by the COUNTY prior to being implemented by FRANCHISEE. The FRANCHISEE shall notify all affected customers in writing or other manner approved by the Contract Manager not less than thirty (30) days prior to the change.

ARTICLE 8. COLLECTION EQUIPMENT

8.1 GENERAL PROVISIONS

8.1.1 The FRANCHISEE shall have on hand at all times and in good working order such equipment as shall permit the FRANCHISEE to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of Solid Waste Collection and Disposal equipment. All vehicles and equipment used to provide the waste Collection and Disposal services required by this agreement shall either be enclosed or open top trucks with outside walls so as to ensure that no spillage or leakage occurs upon the premises or right-of-way wherein Collection shall occur. During hauling, all waste materials shall be contained, tied, or enclosed so that leaking, spilling, and blowing is prevented. Spillage that cannot be immediately and completely picked up must be reported to the Contract Manager.

8.1.2 FRANCHISEE shall have appropriately sized Compactor and single axle trucks to provide Collection service on all roads within the Franchise Area. For roads which cannot accommodate large Compactor trucks, FRANCHISEE shall be equipped with adequate single axle trucks not to exceed 26,000 pounds. In identifying the necessary equipment for routes within the Franchise Area, FRANCHISEE shall take into account the types of roads and the weight limits for the roads along which service will be provided.

8.1.3 Within sixty (60) days of execution of this Agreement, and semi-annually thereafter, the FRANCHISEE shall provide in a format specified by the Contract Manager, a list of Collection vehicles and equipment used by the FRANCHISEE to provide services relating to this Agreement.

8.1.4 All equipment shall be kept in good repair, appearance and in a sanitary and clean condition, free of residues of waste material at all times. All truck bodies shall be watertight to a depth sufficient to prevent discharge of accumulated water during loading and transport operations.

8.1.5 The FRANCHISEE shall have available reserve equipment, which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the FRANCHISEE to perform the contractual duties.

8.1.6 All vehicles used to provide Collection under this Agreement shall be equipped with safety equipment including a fire extinguisher, a shovel and broom, a spill kit, and an audible backup warning device as required by the Department of Transportation.

8.2 IDENTIFICATION

8.2.1 FRANCHISEE must put on each side of its trucks the following: (a) the name of FRANCHISEE, (b) its local customer service telephone number, and (c) the number of the vehicle. The letters and numbers shall be not less than three (3) inches in height. FRANCHISEE shall also put the truck number on the front passenger-side bumper in numbers not less than four (4) inches in height.

8.3 RIGHT TO INSPECT

8.3.1 FRANCHISEE shall permit COUNTY staff to inspect the vehicles, equipment, licenses and registrations at any reasonable time. The COUNTY reserves the right to inspect each vehicle at any reasonable time and prior to its use in the COUNTY, provided such inspections do not inhibit, interfere or delay the FRANCHISEE's ability to perform services under this agreement.

ARTICLE 9. EMPLOYEES AND SUPERVISORS

9.1 SUPERVISORS

9.1.1 The FRANCHISEE shall assign a qualified person or persons to be in charge of the operations within the Franchise Area that shall be responsible to the Contract Manager and shall be

accessible at reasonable times of call. The FRANCHISEE shall give the names and day and night telephone numbers of these persons to the COUNTY. The FRANCHISEE shall notify the COUNTY within twenty-four (24) hours of any supervisory staff changes. Supervisory personnel must be present to direct operations in a satisfactory manner. Said supervisor(s) must be available for consultation with the Contract Manager within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which is radio equipped.

9.2 CONDUCT OF EMPLOYEES

9.2.1 The FRANCHISEE shall see to it that its employees serve the public in a courteous, helpful and impartial manner. Collection shall be made with as little noise and disturbance as possible.

9.2.2 Any materials spilled by the FRANCHISEE or its employees shall be picked up immediately by the FRANCHISEE.

9.2.3 FRANCHISEE's Collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission.

9.2.4 Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers and other plants. Any property of others damaged by the FRANCHISEE or its employees shall be repaired or replaced promptly by the FRANCHISEE at its sole expense and within a reasonable period of time as approved by the Contract Manager.

9.2.5 Each vehicle operator shall at all times carry a valid driver's license for the type of vehicle that is being driven.

9.2.6 The FRANCHISEE shall provide operating and safety training for all personnel.

9.2.7 The FRANCHISEE's Collection employees shall wear a uniform or shirt bearing the company's name.

9.2.8 FRANCHISEE shall provide background checks and drug screenings for all Collection employees and other employees who will be providing any services required pursuant to this Agreement.

ARTICLE 10. COMPLAINTS

10.1.1 FRANCHISEE shall take whatever steps may be necessary to remedy the cause of all customer complaints received by the FRANCHISEE, from the COUNTY or the customer, within twenty-four (24) hours of receipt of each complaint. The FRANCHISEE shall maintain a customer complaint log as required in Article 11 herein.

ARTICLE 11. RECORD KEEPING AND REPORTING

11.1 RECORD KEEPING

11.1.1 The FRANCHISEE shall maintain a record of all customer names, addresses, account statuses, billing, and payment history, and a record of all complaints, requests, issues or concerns. The COUNTY shall have 24 hour access to this data listing the name and address of the person, the nature of the communication, the time recorded and the time of resolution. All complaints, requests, issues, or concerns whether received via telephone, fax or electronic transmission shall be logged.

11.1.2 The FRANCHISEE records required herein shall be maintained in an electronic database format, such as the Track-Ez system, approved by the Contract Manager. The database shall be readily available for inspection or audit by the COUNTY at any time during normal operating hours and information in the records shall be shared with the COUNTY upon request. In addition, the COUNTY reserves the right to request an annual audit of the FRANCHISEE's billing records and customer list prepared at the FRANCHISEE's cost.

11.1.3 Customer Complaint Log: FRANCHISEE shall maintain a log of all calls received from customers directly or through the COUNTY. The log shall include the date when the call was received by the FRANCHISEE, customer name and address, purpose for the call, the time and date the call was received, the time and date the complaint was resolved, and a description of how each complaint was resolved. The log should specifically identify missed Collections and legitimate complaints. The COUNTY shall have 24-hour access to this data.

11.2 REPORTING

11.2.1 The FRANCHISEE shall submit the Customer Complaint Log quarterly in electronic format to the Contract Manager within seven (7) Days after the end of each calendar quarter.

11.3 OTHER REPORTS, DOCUMENTS AND NOTIFICATIONS

11.3.1 Collection Routes and Schedule Changes: FRANCHISEE shall electronically submit a description and color-coded map, in a format acceptable to the Contract Manager, of all routes on or before October 1, 2011. FRANCHISEE shall also electronically submit a description and revised color-coded map of all route and schedule changes, including service levels, at least thirty (30) days prior to implementation of such changes or in accordance with an alternate notification deadline approved by the Contract Manager.

11.3.2 Collection Schedule Delays: FRANCHISEE shall notify the Contract Manager of any delays greater than 24 hours in the daily Collection schedule (e.g. disabled trucks, accidents or shortage of staff causing route delays) within two (2) hours of occurrence.

11.3.3 Updated Vehicle and Equipment List: FRANCHISEE shall report any changes in the fleet of vehicles and equipment in writing to the Contract Manager in the monthly report following such change.

11.3.4 Recyclable Materials Set Out Report: FRANCHISEE shall annually perform a set out count of customer participation in the residential recycling program. The set out count shall be conducted on all residential recycling routes for at least a two (2) week period according to a methodology developed by the FRANCHISEE and mutually agreed upon by the FRANCHISEE and the Contract Manager. These counts shall be performed under the direction and to the satisfaction of the Contract Manager. The FRANCHISEE shall provide the results of the set out to the Contract Manager.

11.3.5 Accidents and Property Damage: FRANCHISEE shall notify the Contract Manager of any accidents involving damage to public or private property by the FRANCHISEE's staff or vehicles while performing duties under this agreement within twenty-four (24) hours of occurrence or within twenty-four (24) hours of FRANCHISEE's becoming aware of the damage, whichever occurs first.

11.4 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

11.4.1 FRANCHISEE shall cooperate with the Contract Manager in providing reasonable opportunities for ascertaining whether or not the duties and responsibilities of the FRANCHISEE are being performed.

11.4.2 Trade secret information, as defined by Florida Statutes, provided by the FRANCHISEE pursuant to this Agreement shall not be made public record and shall not be disclosed by the COUNTY without FRANCHISEE's approval.

ARTICLE 12. FEES, BILLING, RATES AND PAYMENT

12.1 FEES AND BILLING

12.1.1 Residential: The County will impose an annual non-ad valorem assessment for all Single Family Dwelling Units in the County that receive roll-out cart service, as opposed to commercial dumpster service. The FRANCHISEE will be paid by the County for all Single Family Dwelling Units based upon the number of Single Family Dwelling Units on the assessment roll certified to the Wakulla County Tax Collector and the number of new Single Family Dwelling Units paying interim assessments. The payments due shall be divided into twelve equal payments and shall be paid monthly, except that payments for the months of October, November, and December shall be paid in one lump sum payment in December 2011 for the first Contract Year.

FRANCHISEE shall maintain adequate service records reflecting the services received by each Single Family Dwelling Unit. Residents may not be charged a start-up fee or additional fees above and beyond the contracted amount except those fees for additional services approved herein. Fees for Collection of Bulk in excess of two (2) cubic yards or on-call services shall be billed separately by FRANCHISEE. Residential Ancillary Costs and fees for Special Services for Single Family Dwelling Units shall be billed separately by FRANCHISEE on an annual basis. The amount of all such Residential Ancillary Costs or fees for Special Services shall be as established in Exhibit "A."

12.1.2 Non-Residential: FRANCHISEE is solely responsible for billing and collections associated with Non-Residential Customers in the County. Billing shall be done on a monthly basis, in

advance. FRANCHISEE shall maintain auditable records by customer, including details on the amount of waste generated and the frequency of pick-ups. Non-Residential Customers may not be charged a fee above and beyond the fees approved under this agreement. The amount of all fees shall be as established in Exhibit "A."

12.1.3 FRANCHISEE's fees are listed in the Bid Form found in Exhibit "A," attached hereto. These fees shall remain constant from October 1, 2011 through September 30, 2012, and may be adjusted pursuant to Paragraph 12.2.

12.2 RATE ADJUSTMENT FACTORS

12.2.1 Annual Rate Adjustments and Indexing: The total fees authorized by the COUNTY and established in Exhibit "A" consist of two components, a Base Rate Component and a Fuel Rate Component. The Base Rate Component comprises ninety percent (90%) of the total rate established in Exhibit "A" and the Fuel Rate Component comprises the remaining ten percent (10%) of the total rates established in Exhibit "A." Because the residential accounts will be collected in accordance with s. 197.3632, Florida Statutes, any adjustments requested to the residential rates may only be accommodated once per year upon receipt of notice by May 1 to go into effect on the following October 1. The FRANCHISEE may request approval from the COUNTY at any time for an adjustment to the rates for Non-Residential Collection Services, but no more than once per contract year. In the event application of either the Base Rate or Fuel Rate Component Adjustment procedures would result in a decreased fee, the COUNTY may notify FRANCHISEE by May 1 of its intent to adjust the rates down effective on the next October 1. The annual rate adjustments based on adjustments to the CPI shall only apply to the ninety percent (90%) of the rates established in Exhibit "A" representing the Base Rate Component. The annual rate adjustments based on adjustments to the fuel index shall only apply to the ten percent (10%) of the rates established in Exhibit "A" representing the Fuel Rate Component.

12.2.2 Base Rate Component Adjustments: On October 1, 2012, and October 1 of each subsequent Contract Year of this Agreement, the rates listed in Exhibit "A" may be adjusted, either as an

increase or a decrease, based on adjustments to the CPI, as defined herein, less the factor for fuel, for the twelve (12) months ending December 31 preceding each new Contract Year.

12.2.3 Fuel Rate Component Adjustments: FRANCHISEE may petition the Board of County Commissioners for an additional rate adjustment on the basis of increases or decreases in fuel costs as provided in this Section. For purposes of this Section, the Base Cost per gallon of diesel fuel used for calculation of the rates in Exhibit "A" is equal to \$4.00 per gallon. Adjustments shall be determined as follows:

(a) Determine the Index Change per gallon of diesel fuel. Identify the Index Cost per gallon of diesel fuel as reported in the Energy Information Administration Department Weekly Retail On-Highway Diesel Prices, Gulf Coast Index, and subtract the Base Cost per gallon from the Index Cost per gallon to determine Index Change per gallon.

(b) Determine the Percentage Change to be applied to the Base Cost per gallon. Divide the Index Change by the Base Cost per gallon to determine the Percentage Change.

(c) Determine the Adjusted Fuel Rate Component (based on 10% of rate). Multiply the Fuel Rate Component by the percentage change plus one to determine the Adjusted Fuel Rate Component.

(d) Calculate the Fuel Rate Component Adjustment to be applied to existing rates. Subtract the Contract or existing fuel rate component from the Adjusted Fuel Rate Component to determine the Fuel Rate Component Adjustment.

In the event an adjustment is requested for the residential rates, the Fuel Rate Component Adjustment shall be multiplied by the total number of Single Family Dwelling Units included on the assessment roll to determine the maximum amount of any adjustment to the established fees due to changes in fuel costs.

In the event an adjustment is requested for non-residential rates, the Fuel Rate Component Adjustment shall be multiplied by the total number of Non-Residential Customers to determine the maximum amount of any decrease or increase to the established fees due to changes in fuel costs.

An example of application of the Fuel Rate Component Adjustment process to residential rates is attached hereto and incorporated herein by reference in Exhibit "C."

12.2.4 Extraordinary Rate Adjustments: FRANCHISEE may petition the Board of County Commissioners at any time for an additional rate increase or decrease on the basis of extraordinary or unusual changes in the cost of operations that could not reasonable be foreseen by a prudent operator. The request shall contain substantial evidence and justification, as determined by the Contract Manager, to support the need for the rate adjustment. The Board may request from the FRANCHISEE, and FRANCHISEE shall provide, all information as may be reasonably necessary in making its determination. The Board may approve or deny the request, in whole or in part, after receipt of the request and all supporting information.

ARTICLE 13. FRANCHISE FEE

13.1 The FRANCHISEE shall pay the COUNTY a Franchise Fee in the amount of nine percent (9%) of the FRANCHISEE's gross receipts within the Franchise Area. For residential customers, such amount shall be equal to nine percent (9%) of the amount collected from the non ad-valorem assessment imposed by the COUNTY. The Franchise Fee for residential customers shall be retained by Wakulla County prior to making payment to the FRANCHISEE as provided in section 12.1.1. For Non-Residential Customers, FRANCHISEE shall pay the COUNTY the nine percent (9%) Franchise Fee monthly no later than the 25th day of each month. The Franchise Fee for Non-Residential Collection and Disposal Service shall not include revenues or receipts generated from collection or disposal of Recyclable Materials collected from Non-Residential Customers.

ARTICLE 14. PERFORMANCE BOND

14.1 The FRANCHISEE will provide the COUNTY an annually renewable Performance Bond in the amount of one hundred percent (100%) of the contract amount, estimated to be \$3,015,600 for the first Contract Year, as a guarantee to the COUNTY of faithful performance under the terms of this Franchise. This Performance Bond shall be written by a company with a Class 9, A or higher financial rating as shown in Bests Key Rating Guide. Notwithstanding anything contained in this Agreement to the

contrary, the liability of the principal and the surety under this bond is limited to the contract term of the Franchise. This Performance Bond shall cover any costs associated with securing a replacement hauler in the event of FRANCHISEE's default. Any extensions or renewals of this bond must be in writing by the principal and the surety, failure to extend or renew a bond by the principal and the surety shall constitute a default under this bond.

ARTICLE 15. INSURANCE

15.1 INSURANCE REQUIREMENTS

15.1.1 FRANCHISEE shall not commence work under this Agreement until the COUNTY's Procurement Department provides written approval of the types and limits of insurance specified in this Agreement. All insurance shall continuously remain in-force during term of Agreement.

15.1.2 The term COUNTY, as used in this section of the Agreement, is defined to mean Wakulla County, Florida, as well as any its appointed and elected officials of any type, its employees, volunteers, representatives and agents.

15.1.3 Insurance shall be issued by an insurer whose business' standard, public reputation, financial stability and claims payment-history are all satisfactory to COUNTY, for COUNTY's sole benefit only. COUNTY does not represent these types or amounts of insurance to be sufficient or adequate to protect FRANCHISEE's interests or liabilities, but are merely minimums. All of FRANCHISEE's insurance coverages shall contain both a "Primary and Non-Contributory Clause" and a "Severability of Interest Clause" where applicable, at COUNTY's sole opinion. To the extent permitted by the laws of the State of Florida, FRANCHISEE waives any rights of subrogation and recovery from or against the COUNTY. FRANCHISEE deductibles/self-insured retentions shall initially be disclosed to, and may be disapproved by, the COUNTY. At the option of COUNTY, FRANCHISEE shall reduce or eliminate such deductibles/self-insured retentions. FRANCHISEE shall be responsible for the amount of any incurred deductibles/self-insured retentions. The insurer(s) providing such required insurance coverages pursuant to this Agreement shall be qualified to do business in State of Florida. Unless it is otherwise agreed, the amounts, forms and types of insurance shall conform to the below specified minimum requirements.

15.1.4 In the event of failure of the FRANCHISEE to maintain any of the insurance coverages required in this Agreement, or fail to furnish Certificates of Insurance as required in this Agreement, the COUNTY shall have the right (but not the obligation) to purchase and maintain any of the required insurance coverages. Upon presentation of a receipt documenting payment by the COUNTY, all costs for such coverage purchased by the COUNTY will be immediately re-paid by FRANCHISEE to the COUNTY.

15.1.5 FRANCHISEE's insurance coverage obtained pursuant to this agreement shall extend to all activities performed under this agreement, including but not limited to Collection and Disposal services, operation of the Transfer Station, and lease of the Transfer Station.

15.2 WORKER'S COMPENSATION

15.2.1 FRANCHISEE shall purchase and shall maintain Worker's Compensation Insurance coverage for all of the State of Florida's Workers' Compensation obligations, whether FRANCHISEE is legally required to do so, either individually or corporately. Additionally, the policy or separately obtained policy, must include Employers Liability coverage of at least **\$1,000,000** per person-accident, **\$1,000,000** per person-disease, and **\$1,000,000** aggregate-disease.

15.2.2 Such insurance shall comply with the Florida Workers' Compensation Law.

15.3 COMMERCIAL GENERAL, AUTOMOBILE AND EXCESS LIABILITY COVERAGES

15.3.1 FRANCHISEE shall purchase coverage on forms no more restrictive than the latest editions of Commercial General Liability, and Business Automobile Liability policies filed by the Insurance Services Office. The COUNTY shall not be considered liable for any premium payment, entitled to any premium return or dividend and shall not be considered a member of any trust, mutual or reciprocal company. Minimum limits of **\$3,000,000** per occurrence, and per accident, combined single limit of liability must be provided, with Excess Liability insurance coverage making up any difference between policy limits of the underlying policy's coverages, versus the total amount of coverage required.

15.3.2 Commercial General Liability coverage must be provided, including: bodily injury and property damage liability for premises, operations, products and completed operations, and independent

contractors. Broad Form Commercial General Liability coverage, or its equivalent, shall provide at least broad form contractual liability applicable to this Agreement, personal injury liability and broad form property damage liability. Coverage shall be written on occurrence-type basis with COUNTY listed as an Additional Insured by an endorsement to such insurance policy.

15.3.3 Business Auto Liability Policy coverage must be provided, including bodily injury and property damage liability arising out of operation, maintenance and/or use of owned, non-owned, hired automobiles and employee non-ownership use, with COUNTY listed as an Additional Insured by an endorsement to such insurance policy.

15.3.4 Excess Liability Insurance coverage shall not be more restrictive than the underlying insurance policies' coverages. Excess Liability insurance coverage shall "drop-down" to provide coverage, if and when the underlying liability limits might be exhausted. This coverage shall be written on an occurrence-type basis.

15.4 CERTIFICATES OF INSURANCE

15.4.1 Required insurance coverages shall be documented by use of Certificates of Insurance, providing that COUNTY shall be notified at least 90-days in advance of any cancellation, non-renewal, adverse change or restriction in coverage. For Commercial General Liability and any Excess Liability coverages FRANCHISEE shall, at the option of COUNTY, have FRANCHISEE's insurer(s) to provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of such liability coverages. Further, if a reduction or impairment of any of the aggregate limits of any insurance policy(s) occur, or is anticipated to occur, the FRANCHISEE shall take immediate action to have the reduced or impaired aggregate limit(s) reinstated to the full extent required under this Agreement, or the FRANCHISEE shall be required to immediately purchase additional insurance that will restore, and make available, the required limits of liability. FRANCHISEE shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to COUNTY and shall file with COUNTY the required Certificate(s) of Insurance under the new policies, prior to the effective date of such cancellation, adverse change, non-renewal or restriction.

15.4.2 COUNTY shall be listed as Additional Insured by endorsement on both the Commercial General Liability (and any applicable Excess Liability) insurance coverage policy(s). Also, this Agreement shall be specifically listed on all Certificates. Any deductibles/self-insured retentions in excess of \$10,000 shall be listed on any applicable Certificate. If required by COUNTY, the FRANCHISEE shall have its insurance agent or its insurance company furnish to COUNTY, one complete, signed and dated duplicate-copy of the FRANCHISEE's current and previous insurance policy(s), forms, endorsements, jackets and any other items forming a part of or relating to such policies.

15.4.3 Any wording in a Certificate which would make the notification of any cancellation, adverse change, non-renewal or restriction in coverage to the COUNTY, an option of the insurer, shall be deleted or crossed out by the insurer or by the insurer's employee. The FRANCHISEE shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to COUNTY and shall file with COUNTY, Certificates of Insurance representing the new policies prior to effective date of such cancelation, non-renewal, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to COUNTY, the FRANCHISEE shall, upon instructions of COUNTY, cease all operations under this Agreement until directed in writing by COUNTY to resume operations.

15.4.4 Neither satisfying the purpose of the required insurance, nor the furnishing of such Certificates of Insurance, shall constitute either a partial or a total satisfaction of FRANCHISEE's indemnification of COUNTY, as is required in the HOLD HARMLESS and the PAY ON BEHALF OF clauses which are set forth below.

15.4.5 The "Certificate Holder" address should read: Board of County Commissioners of Wakulla County, Florida, Attention: Procurement Department, 3093 Crawfordville Highway, Crawfordville, Florida 32327, with copy to all such persons or entities listed in the Notice Section of this Agreement.

15.5 INSURANCE OF THE FRANCHISEE PRIMARY

15.5.1 The insurance coverage required of the FRANCHISEE shall be considered primary, and all other insurance shall be considered as excess, over and above the FRANCHISEE's coverage. The

FRANCHISEE's policies of coverage shall be considered primary as relates to all provisions of this Agreement. If any required insurance coverage is written with deductibles/self-insured retentions, the FRANCHISEE shall be solely, financially responsible for payments and satisfactions of such deductibles/self-insured retentions.

15.6 LOSS CONTROL AND SAFETY

15.6.1 The FRANCHISEE shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees in conjunction with FRANCHISEE's activities arising out of, or incurring in connection with this Agreement, as well as the manner in which any activities shall be undertaken. To that end, FRANCHISEE shall not be deemed to be an agent of the COUNTY. Precautions shall be exercised at all times by the FRANCHISEE for the protection of all persons, including its employees, and property. The FRANCHISEE shall make special efforts to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

15.7 HOLD HARMLESS

15.7.1 The FRANCHISEE shall indemnify and hold harmless the COUNTY, its appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily injury, personal injury, or property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with, the performance of this Agreement, whether arising solely out of the negligence of the FRANCHISEE or not, including but not limited to Collection and Disposal activities, operation of the Transfer Station, and payments to displaced haulers pursuant to section 24.12 of this Agreement. The FRANCHISEE's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any insurance coverage. This obligation shall survive any termination, early or otherwise, or expiration or non-renewal of this Agreement.

15.8 PAY ON BEHALF OF COUNTY

15.8.1 FRANCHISEE agrees to pay on behalf of COUNTY, as well as provide a legal defense for COUNTY (both of which will be done only if and when requested by COUNTY) for all claims as

described in the Hold Harmless paragraph. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered as being the COUNTY's exclusive remedy. This obligation shall survive any termination, early or otherwise, or expiration or non-renewal of this Agreement.

15.9 GENERAL TERMS

15.9.1 Any type of insurance or increase of limits of liability not described above which the FRANCHISEE requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

15.9.2 The carrying of the insurance described shall in no way be interpreted as relieving the FRANCHISEE of any responsibility under this Agreement.

15.9.3 Should the FRANCHISEE engage a Subcontractor or Sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

15.9.4 The FRANCHISEE hereby waives all rights of subrogation against Wakulla County and its consultants and other indemnities of the FRANCHISEE under all the foregoing policies of insurance.

ARTICLE 16. LATE CHARGES AND TERMINATION OF COLLECTION SERVICE

16.1 In the event payment is not made by the owner or occupant of a Single Family Dwelling Unit for any Residential Ancillary Cost or Special Service or any Non-Residential Customer for services rendered by the 30th day following each invoice date, the FRANCHISEE shall send a reminder notice to the owner or occupant of the Single Family Dwelling Unit or Non-Residential Customer along with a copy of the unpaid invoice. If payment is still not received by the 45th day following the original invoice date, FRANCHISEE shall call the owner or occupant of the Single Family Dwelling Unit or Non-Residential Customer to follow up on the unpaid invoice. After 60 days of non-payment, FRANCHISEE shall send the owner or occupant of the Single Family Dwelling Unit or Non-Residential Customer a third copy of the unpaid invoice and call the owner or occupant of the Single Family Dwelling Unit or Non-Residential Customer. After 75 days of non-payment, FRANCHISEE may discontinue Collection and Disposal service to the Non-Residential Customer or discontinue the Residential Ancillary or Special

Service to the Single Family Dwelling Unit. Upon 90 days of non-payment, FRANCHISEE may pick up the Non-Residential Customer's container and any additional receptacles provided to the Single Family Dwelling Unit, other than one Solid Waste Cart and any Recycling Bins. If after 90 days, the Non-Residential Customer pays all arrearages, FRANCHISEE may assess a re-delivery fee as established in Exhibit "A" attached hereto, prior to reinstating the Non-Residential Collection service and re-delivering a container to the Non-Residential Customer. Residential Ancillary and Special Services should be reinstated upon payment of all arrearages.

**ARTICLE 17. INFECTIOUS WASTE HAZARDOUS WASTE,
BIOMEDICAL WASTE, AND BIOLOGICAL WASTE**

17.1 The FRANCHISEE shall not be required to collect and dispose of Infectious Waste, Hazardous Waste, Biomedical Waste, or Biological Waste, but may offer such service in the service area. All Collection and Disposal for those types of wastes identified in this Article, when done by the FRANCHISEE, shall be in strict compliance with all Federal, State and Local laws and regulations.

17.2 The FRANCHISEE shall refuse to collect Solid Waste from a customer if the FRANCHISEE believes that such Solid Waste contains Infectious Waste, Hazardous Waste, Biomedical Waste, or Biological Waste for Collection.

ARTICLE 18. MODIFICATIONS

18.1 MODIFICATIONS TO LEVEL OF SERVICE

18.1.1 The COUNTY, at its sole discretion, may modify the level of Collection provided under the Agreement if it is determined to be in the best interest of the COUNTY or to comply with changes in laws and regulations. The COUNTY and the FRANCHISEE agree to negotiate in good faith any impacts of such modifications and a reasonable timeframe for implementation, and shall reduce same to writing and shall execute same as amendments to this Agreement.

18.2 MODIFICATIONS TO SCOPE OF SERVICE

18.2.1 The COUNTY and FRANCHISEE agree to negotiate an amendment to this agreement should the COUNTY determine, at its sole discretion, that the scope of the Agreement should include

Collection not originally included in the Scope of Services of this Agreement. The COUNTY and FRANCHISEE agree to negotiate any impact of such modification of the Scope of Services in good faith, and shall reduce same to writing and shall execute same as amendments to the franchise.

18.2.2 The COUNTY reserves the right to negotiate with the FRANCHISEE to amend this Agreement as may be necessary to achieve the State's recycling goals.

18.2.3 During the term of this Agreement, the COUNTY may wish to conduct pilot studies. The FRANCHISEE shall cooperate with the COUNTY in conducting such pilot studies. If such pilot studies have cost implications, the FRANCHISEE shall enter into good faith negotiations with the COUNTY for additional services provided by the FRANCHISEE to carry out pilot studies and compensation for same.

ARTICLE 19. COOPERATION/COORDINATION

19.1 The COUNTY and its Contract Manager shall be permitted free access during normal business hours at every facility for the inspection of all work, equipment and facilities of the FRANCHISEE. The FRANCHISEE shall cooperate with the Contract Manager of the COUNTY in every reasonable way in order to facilitate the progress of the work contemplated under this Agreement. The FRANCHISEE shall have at all times a competent and reliable English speaking representative on duty authorized to receive orders and act for FRANCHISEE.

ARTICLE 20. STORMS, DISASTERS AND OTHER CALAMITIES

20.1 In the event excessive amounts of debris have accumulated due to any hurricane or other storm event, natural or manmade disaster, severe disturbance, riot, or other calamity, said debris shall not be included as part of the exclusive franchise with FRANCHISEE. Should the COUNTY choose to utilize the FRANCHISEE to assist in performing debris collection, the Board may direct FRANCHISEE to perform such work, taking into account the FRANCHISEE's primary Collection obligations and availability of equipment. Nothing herein shall require COUNTY to utilize FRANCHISEE or prevent the COUNTY from contracting with other parties to perform all or a portion of such work. In the event the COUNTY desires that FRANCHISEE aid the COUNTY's storm cleanup contractor, FRANCHISEE's cleanup activities shall be by way of a written agreement specific to that event. Rates, costs and specific

cleanup activities shall be set forth. In the event of such storm or hurricane emergency, the COUNTY reserves the right to assign route or pick-up priorities as deemed necessary by the Contract Manager.

20.2 In case of a storm or other event discussed in this section, the Contract Manager may grant the FRANCHISEE reasonable variance from regular schedules and routes. As soon as practicable after such storm, the FRANCHISEE shall advise the Contract Manager and the customers of the estimated time required before regular schedules and routes can be resumed.

ARTICLE 21. LIQUIDATED DAMAGES

21.1 Any customer complaint will be resolved to the COUNTY's satisfaction within twenty-four (24) hours from the time the FRANCHISEE is notified or it will become a legitimate complaint. If not resolved within twenty-four (24) hours, the COUNTY may impose a \$50 per incident per day liquidated damages assessment. Examples of such occurrences include but are not limited to:

- (a) Failure or neglect to provide Collection to any Dwelling Unit in the service area;
- (b) Failure to clean-up spillage caused by the FRANCHISEE. In addition to the liquidated damage cost, the COUNTY may charge the cost of cleanup of such locations;
- (c) Failure to maintain and/or submit to the COUNTY all documents and reports required under the provisions of the Agreement;
- (d) Failure to clean up leaking vehicle fluids from the FRANCHISEE's vehicles on roads or sides of roads;
- (e) Failure to maintain equipment in a clean condition; and

21.2 Effective December 1, 2011, complaint-related telephone calls received by the COUNTY in excess of twenty-five (25) per week may result, at the COUNTY's discretion, in a \$50 per incident liquidated damages assessment. These liquidated damages assessments will be in addition to any assessments assessed per Paragraph 22.1 of this Agreement. However, complaints resolved within 24-hours of the call shall not count towards the total number of twenty-five.

21.3 In the event the FRANCHISEE wishes to contest such assessment(s), the FRANCHISEE shall, within five (5) calendar days after receiving such notice, request in writing an opportunity to be

heard by the County Administrator. In the event the FRANCHISEE wishes to contest the County Administrator's decision, the FRANCHISEE shall, within five (5) calendar days after receiving such notice, request in writing an opportunity to be heard by the Board and present its defense to such assessment(s). The COUNTY's Contract Manager shall notify the FRANCHISEE in writing of any action taken with respect to FRANCHISEE's claims and the decision of the Board will be final.

ARTICLE 22. DEFAULT AND DISPUTE OF THE AGREEMENT

22.1 The COUNTY may terminate this Agreement, except as otherwise provided below in this paragraph, by giving FRANCHISEE fifteen (15) days, advance written notice, upon the happening of any one of the following events:

(a) If more than \$7,500 in liquidated damages have been assessed within the same calendar year; or,

(b) The FRANCHISEE takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking readjustment of its indebtedness under the Federal United States, or any state thereof, or consent to the appointment of a receiver trustee, or liquidator of all or substantially all of its property; or,

(c) By order or decree of a court, the FRANCHISEE shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the FRANCHISEE seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law of statute of the United States or of any state thereof; provided that, if any such judgment is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,

(d) By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or government board, agency, or office having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the

property of the FRANCHISEE and such possession of control shall continue in effect for a period of sixty (60) days; or,

(e) The FRANCHISEE shall voluntarily abandon, desert, or discontinue its operation hereunder granted.

22.2 Then such shall be considered a material breach of this Agreement and the Authorized Representative shall notify the FRANCHISEE in writing of the breach. If within a period of fifteen (15) days the FRANCHISEE has not eliminated the conditions considered to be a breach of contract or having so commenced shall fail thereafter to continue with diligence the curing thereof, the Contract Manager shall notify the Board. After these fifteen (15) days the COUNTY can cause the FRANCHISEE to be obligated to pay the COUNTY the amount specified in the bond and has the authority to terminate this Agreement.

ARTICLE 23. FORCE MAJEURE

23.1 INABILITY TO PERFORM

23.1.1 Except for any payment obligation by either party, if the COUNTY or FRANCHISEE is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the COUNTY or FRANCHISEE to correct the adverse effect of such event of force majeure.

23.2 EVENTS OF FORCE MAJEURE

23.2.1 An event of "force majeure" shall mean the following events or circumstances to the extent that they delay the COUNTY or FRANCHISEE from performing any of its obligations (other than payment obligation) under this Agreement:

(a) Strikes and work stoppages unless caused by a negligent act or omission of FRANCHISEE or its agents or assignments;

(b) Acts of God, tornado, hurricanes, floods, sinkholes, fires and explosions (except those caused by negligence of FRANCHISEE, its agents, and assignments), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;

(c) Acts of public enemy acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities; and,

(d) Suspension, termination or interruption of utilities necessary to the operation of the duties under this Agreement.

(e) Economic hardship of the FRANCHISEE shall not be considered an event of force majeure.

23.3 WRITTEN NOTIFICATION

23.3.1 In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and shall further be required to diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this paragraph, time is of the essence.

ARTICLE 24. OTHER TERMS AND CONDITIONS

24.1 ASSIGNMENT OF FRANCHISE RIGHTS

24.1.1 FRANCHISEE cannot assign, subcontract, sell or transfer its franchise or any right occurring under the Agreement without first obtaining the express written approval of the Board. Assignment shall include any transfer of fifty percent (50%) of stock and control of FRANCHISEE. The Board shall have full discretion to approve or deny, with or without cause, any subcontract, any proposed assignment or assignment by FRANCHISEE. Any assignment or subcontract of this Agreement by the FRANCHISEE without the express written consent of the Board shall be grounds for the Board to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to FRANCHISEE. Upon the date of such notice, this Agreement shall be deemed immediately terminated.

24.2 INDEPENDENT CONTRACTOR

24.2.1 It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the FRANCHISEE as the agent, representative or employee of the COUNTY for any purpose whatsoever. The FRANCHISEE is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

24.2.2 The FRANCHISEE shall be solely responsible for the acts and omissions of its officers, agents, employees, permitted contractors and permitted subcontractors.

24.3 COMPLIANCE WITH STATE, FEDERAL AND MUNICIPAL LAWS

24.3.1 The FRANCHISEE shall comply with all applicable local, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

24.3.2 The FRANCHISEE is required and hereby agrees by execution of this FRANCHISEE to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standard Act as amended and changed from time to time.

24.4 LAW TO GOVERN, VENUE, JURISDICTION

24.4.1 This Agreement shall be governed by the laws of the State of Florida. The parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Wakulla County, Florida, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in Wakulla County, Florida.

24.5 PERMITS AND LICENSES

24.5.1 The FRANCHISEE shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Notwithstanding this requirement,

COUNTY and FRANCHISEE shall make a good faith effort to obtain approval from the Florida Department of Environmental Protection for transfer of the permit for operation of the transfer station from COUNTY to FRANCHISEE.

24.6 NON-DISCRIMINATION PROVISIONS

24.6.1 FRANCHISEE shall not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner, against said FRANCHISEE's employees or applicants for employment (as provided in Title VI of the 1964 Civil Rights Act, and the Florida Human Rights Act of 1977). Furthermore, FRANCHISEE shall comply with all applicable Federal and State Laws, Executive Orders and Regulations prohibiting discrimination as herein above referenced are included by this reference thereto including Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

24.6.2 FRANCHISEE warrants that it is qualified to enter into this Agreement in accordance with the provisions of the Florida Public Entity Crime Statute, Section 287.133, Florida Statutes. FRANCHISEE shall exercise reasonable efforts to use local resources including local subcontractors, local suppliers and material men, and local laborers and if such local resources are available and deliverable in a quantity, quality and cost at least comparable to non-local resources shall be given preference and used in the performance of this Agreement.

24.7 ILLEGAL PROVISIONS

24.7.1 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions has not been sated herein.

24.8 MODIFICATION

24.8.1 Except as otherwise provided herein, the terms and conditions of this Agreement may be modified from time to time by mutual agreement of the parties as evidenced by a written agreement duly

executed by both parties hereto or their representatives. No modification or amendment of this franchise shall be valid and effective unless evidenced by the require agreement in writing.

24.9 REMEDIES CUMULATIVE

24.9.1 Except as otherwise expressly provided herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other or further exercised thereof.

24.10 HEADINGS

24.10.1 The headings contained in this Agreement are for convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement.

24.11 NOTICES

24.11.1 All notices and consents required or permitted by this Agreement shall be in writing and transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, postage prepaid, and addressed as follows:

If to COUNTY:

Cleve Fleming
Contract Manager
340 Trice Lane
Crawfordville, Florida 32327

With copies to:

County Administrator
3093 Crawfordville Highway
Crawfordville, Florida 32327

And

Wakulla County Attorney
3093 Crawfordville Highway
Crawfordville, Florida 32327

And:

If to FRANCHISEE:

E. Ralph Mills
P.O. Box 380
Midway, Florida 32343

With a copy to: _____

Changes in respective addresses to which such notices may be directed may be made from time to time by either party by notice to the other party.

24.12 DISPLACEMENT OF SOLID WASTE HAULERS

24.12.1 Upon execution of this Agreement by both parties, FRANCHISEE shall pay each displaced Solid Waste hauler an amount equal to the company's preceding 15 months' gross receipts upon confirmation of the amount of those receipts, in accordance with section 403.70605, Florida Statutes. The payment required by this paragraph shall be made from funds of FRANCHISEE other than special assessment revenues or revenues obtained through provision of the services required under this Agreement. It shall be FRANCHISEE's sole responsibility to verify a displaced hauler's gross receipts and pay all verified amounts, except as otherwise provided in paragraph 24.12.2.

24.12.2 The COUNTY shall provide FRANCHISEE with notice of any unpaid amounts currently owed by a displaced hauler to the COUNTY whether such fees are comprised of unpaid tipping fees or other charges or amounts arising from the provision of Collection or Disposal services by the displaced hauler prior to the effective date of this Agreement. Upon receipt of such notice, FRANCHISEE shall, prior to making the displaced hauler payment required in paragraph 24.12.1, pay to the COUNTY such amounts owed to the COUNTY and reduce the amount paid to the displaced hauler accordingly.

24.12.3 FRANCHISEE shall obtain a release in a form satisfactory to COUNTY signed by each displaced hauler upon payment of the amounts required by this section of any and all claims of any kind whatsoever arising in relation to the displacement of such hauler. Furthermore, in the event a displaced

hauler's payment is reduced pursuant to paragraph 24.12.2, the release shall reflect such reduction and the displaced hauler shall acknowledge that such reduction is intended and authorized to serve as payment for amounts owed to the COUNTY.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above written.

WAKULLA COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

Clerk or Deputy Clerk

FRANCHISEE:

By: _____

WITNESSES:

EXHIBIT A

COLLECTION FEES EFFECTIVE OCTOBER 1, 2011

EXHIBIT "B"

DESCRIPTION OF TRANSFER STATION PREMISES

described property:

Commence at the intersection of the Southerly boundary of the 100 foot right-of-way of State Road No. S-375 with the Easterly boundary of Lot 92 of the Hartsfield Survey of Lands in Wakulla County, Florida and thence run South 74 degrees 19 minutes 14 seconds West (bearing base) along said right-of-way boundary 1448.19 feet to a concrete monument for a POINT OF BEGINNING. From said POINT OF BEGINNING run South 01 degrees 46 minutes 54 seconds East 952.67 feet to a concrete monument, thence run South 85 degrees 41 minutes 19 seconds East 246.20 feet to a concrete monument, thence run South 02 degrees 34 minutes 37 seconds West 539.75 feet to a concrete monument, thence run South 85 degrees 40 minutes 52 seconds West 360.45 feet to a concrete monument, thence run North 15 degrees 58 minutes 14 seconds West along an old fence line 1438.85 feet to the Southerly right-of-way boundary of said State Road No. S-375, thence run North 72 degrees 57 minutes 14 seconds East along said right-of-way boundary 489.36 feet, thence run North 74 degrees 19 minutes 14 seconds East along said right-of-way boundary 38.01 feet to the POINT OF BEGINNING containing 14.32 acres more or less.

EXHIBIT C

EXAMPLE

FUEL RATE ADJUSTMENT FOR RESIDENTIAL COLLECTION SERVICE

This example assumes an Index cost per gallon of \$4.05 for the purpose of providing an example only – in application, it would be the Index Cost as of a particular date.

Step 1 Determine the Change in the Energy Information Administration Department Weekly Retail On-Highway Diesel Prices, Gulf Coast Index

Index Cost per Gallon (as of ____)	\$4.05
Base Cost per Gallon	\$4.00
Index Change	\$0.05

Step 2 Determine the Percentage Change to be applied to the Base Cost Per Gallon

Index Change	\$0.05
Divided by Base Cost per Gallon	\$4.00
Percentage Change	1.25%

Step 3 Determine the Adjusted Fuel Rate Component for Residential Collection Service based on 10% of Residential Rate

Fuel Rate Component	\$18.30
Multiplied by % change plus 1	1.0125
Equals Adjusted Fuel Rate Component (rounded to the nearest cent)	\$18.53

Step 4 Calculate Fuel Rate Component Adjustment for Residential Collection Service

Adjusted Fuel Rate Component	\$18.53
Less Contract Fuel Rate Component	\$18.30
Equals Fuel Rate Component Adjustment	\$0.23

Step 5 Calculate Contract Amount Adjustment for Residential Collection Service

Fuel Rate Component Adjustment	\$0.23
Multiplied by Number of Residential Properties on Assessment Roll	_____
Equals Change in Assessment Budget	\$_____

**RESIDENTIAL AND NON-RESIDENTIAL SOLID WASTE AND
RECYCLING COLLECTION AND DISPOSAL FRANCHISE
AGREEMENT**

**BY AND BETWEEN
WAKULLA COUNTY, FLORIDA
and
WASTE PRO OF FLORIDA, INC.**

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**RESIDENTIAL AND NON-RESIDENTIAL SOLID WASTE AND
RECYCLING COLLECTION AND DISPOSAL FRANCHISE AGREEMENT**

This AGREEMENT is made as of this __ day of , 2011, by and between Wakulla County, Florida (the "COUNTY"), a political subdivision of the State of Florida, and Waste Pro USA of Florida, Inc., (hereinafter referred to as "FRANCHISEE"), a corporation duly organized and validly existing under and by virtue of the laws of the State of Florida and authorized to do business in the State of Florida.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and considerations contained herein, the parties do agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions (or pronouns used in their stead) shall, wherever they appear in this Agreement, be construed as follows unless a different meaning is clear from the context. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, all words shall include the plural as well as the singular number and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

~~"Acceptable Waste" shall mean Solid Waste, including garbage, Rubbish, refuse, residue, incidental amounts of household hazardous waste as permitted by the Florida Department of Environmental Protection, and other discarded solid or semi-solid materials resulting from domestic, commercial, industrial, recycling, resource recovery, agricultural and governmental operations that may be accepted at the Wakulla County transfer station. Acceptable Waste also includes Bulk Waste, Recyclable Materials, White Goods and E-Waste, C&D, and Yard Trash. Acceptable Waste shall not include regulated Hazardous Waste, Medical Waste, Biomedical Waste, Biological Waste, and Infectious Waste.~~

"Agreement" shall mean this Agreement including all attachments and amendments thereto.

"Biomedical Waste" means any Solid Waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contains human-disease-causing agents; discarded disposable sharps; human blood and human blood products and body fluids; and other materials that in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.

"Biological Waste" means Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

"Board" shall mean the Board of County Commissioners of Wakulla County, Florida, which is the governing body of the COUNTY.

"Bulk Waste" shall mean non-vegetative items whose large size or weight precludes or complicates normal handling or collection. ~~Examples would be typical household furniture, wood, wood fencing and decking, except for those items classified as White Goods under this Agreement.~~

"Bulk Waste Residential Collection and Disposal Service" means the Bulk Waste ~~collection~~ Collection and Disposal services provided to persons occupying Single Family Dwelling Units within the designated Franchise Area, ~~including Dwelling Units located in mobile home parks who receive Collection services at Curbside.~~

"Collection" means the process whereby Solid Waste, Bulk Waste, Recyclable Materials, E-~~Waste~~ Scrap, or White Goods are removed and transported to a Designated Facility.

"Compactor" means any container that has compaction mechanisms whether stationary or mobile, all inclusive.

"Construction and Demolition Debris (C&D)" means discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt, roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a

structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of Construction and Demolition Debris with other types of Solid Waste will cause the resulting mixture to be classified as other than Construction and Demolition Debris.

"Contract Manager" means the ~~COUNTY's~~COUNTY's Contract Manager or such other person as designated in writing by the Board to represent the COUNTY in the administration and supervision of this Agreement.

"Contract Year" means the time from October 1, 2011 through September 30, 2012, and each year thereafter.

"COUNTY" shall mean Wakulla County, Florida, acting by and through its Board of County Commissioners.

"CPI" as used herein shall be the revised Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics, U.S. Department of Labor, ~~1984-82~~1982-84 = 100. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereby agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available.

"Curbside" means that portion of the street right-of-way paralleling any public thoroughfare between the curb line and abutting property line. If ditching bisects the property and thoroughfare, the Curbside then becomes the roadside of the ditch. This designated location shall be as near as possible to the traveled streets or alley. The intention of a Curbside designation is to allow Collection by the FRANCHISEE's personnel in a rapid manner with walking or reaching minimized.

"Curbside Residential Solid Waste Collection Service" means the Solid Waste Collection services provided to persons occupying Single Family Dwelling Units within the designated Franchise Area, ~~including Single Family Dwelling Units located in mobile home parks who receive Collection services at Curbside.~~

"**Designated Facility**" means either the Wakulla County ~~transfer station~~Transfer Station or such other facility approved by the COUNTY.

"**Disposal**" means the discharge, deposit, injection, dumping, ~~spilling, leaking~~ or placing of ~~any~~ ~~Acceptable~~Solid Waste, Bulk Waste, Recyclable Materials, E-Scrap, or White Goods into or upon any land ~~or water~~ so that such ~~Acceptable~~ Waste may not enter other lands or be emitted into the air or discharged into any waters, including ground waters, or otherwise enter the environment.

"**Dwelling Unit**" shall mean any type of structure or building unit with kitchen facilities capable of being utilized for residential living other than a hotel or motel unit, including houses, condominiums, townhouses, apartments, efficiency apartments, and mobile homes.

"**Effective Date**" means the date this Agreement becomes effective when executed by the parties.

"**Electronics (E-Scrap)⁽²⁾**" means televisions and computers (including monitors). Smaller electronics may be placed in a ~~household garbage container.~~

~~"**Excluded Solid Waste**" shall mean any and all waste material excluded from the Collection and Disposal services required pursuant to this Agreement, including, but not limited to debris and waste products generated by land clearing, construction, demolition or alteration and hauled away by the respective contractor, public works type construction projects whether performed by a governmental unit or by a contractor, materials deemed by the Contract Manager to be hazardous waste and items not allowed at the COUNTY landfill or other approved landfill. Yard Trash produced by landscape maintenance contractors which is required to be hauled by same, is considered Excluded Waste, however, it may be accepted at the COUNTY transfer station. Cart.~~

"**Franchise Area**" means the entire area of the COUNTY, excluding the municipal area of the City of St. Marks, as exclusively assigned to a FRANCHISEE for the purpose of residential Solid Waste, Bulk Waste, E-Scrap, White Goods, and Recyclable Materials Collection and Disposal, and non-residential Solid Waste, Bulk Waste, E-Scrap, and White Goods, ~~and Recyclable Materials Collection and Disposal.~~ The Franchise Area may include the municipal area of the City of Sopchoppy at the ~~City's~~City's discretion, as provided for in Article 2 of this Agreement.

“FRANCHISEE” means the company identified in the first paragraph of this Agreement.

“Garbage” means every accumulation of animal, vegetable, or other matter that attends the preparation, consumption, decay, dealing in, or storage of, meats, fish, fowl, birds, fruit or vegetables, or other putrescible matter, including animal feces, and also including cans, containers or wrappers along with the materials.

"Hazardous Waste" means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste shall include all such waste as defined by the Rules of the Florida Department of Environmental Protection Chapter 62-730 F.A.C., or 40 Code of Federal Regulations 261, or both, as either or both may be amended from time to time and to the extent either or both is applicable to the Disposal of waste in Florida. Hazardous Waste is not intended to include de minimus amounts of household hazardous wastes as defined by F.A.C. 62-701.100.

~~**"Household Furniture"** means all movable compactable articles or apparatus, such as chairs, tables, sofas, mattresses, etc., for equipping a house.~~

"Infectious Waste" means those wastes that may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

"Multi-Family Dwelling Unit" shall mean Dwelling Units containing five (5) or more individual Dwelling Units under one common roof, including but not limited to apartment complexes, condominiums, and commercial campgrounds and recreational vehicle parks. For purposes of this

Agreement, Multi-Family Dwelling Units will be treated as Non-Residential Customers which receive ~~Non-Residential~~non-residential Collection and Disposal services.

“Non-Residential Customer” shall mean the owner or occupant of any establishment or facility other than a Single Family Dwelling Unit, and shall include, but not be limited to owners or occupants of all Multi-Family Dwelling Units, retail facilities, professional offices or facilities, wholesale and industrial facilities, manufacturing facilities, non-profit enterprises, governmental or public agencies, and any other commercial enterprises offering goods or services to the public.

“Performance Bond” shall mean the form of security approved by the COUNTY and furnished by the FRANCHISEE, as a guarantee that the FRANCHISEE will execute the work in accordance with the terms of the Franchise and will pay all lawful claims.

"Recyclable Materials" means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse. Excluded from this definition of Recyclable Materials are such items as Styrofoam peanuts, plastic bags, batteries, and ~~Electronics~~E-Scrap.

"Recycling Bin" means a container intended for manual collection of Recyclable Materials, which is approved by the COUNTY and has a capacity of at least 18 gallons.

"Recyclable Materials Collection and Disposal Service" means the Recyclable Materials Collection ~~services~~and Disposal service provided to persons occupying Single Family Dwelling Units within the designated Franchise Area. It shall include ~~collection~~Collection and Disposal with dual streams, as follows:

- (1) Fiber stream which consists of: newspaper, paper, magazines/catalogs, telephone books, pasteboard, brown paper grocery bags, and corrugated cardboard, so long as such cardboard is broken or cut into pieces small enough to fit onto FRANCHISEE equipment;
- (2) Commingled container stream which consists of: glass bottles and jars (clear, green, brown), plastic #1-#~~5~~7, and aluminum and steel cans.

“Rubbish” means every accumulation of paper, excelsior, rags, wooden and paper boxes or

containers, sweepings and all other accumulations of materials, other than garbage, which are usual to household keeping and to the operation of stores, offices, and other business places, and also bottles, cans or containers.

"Single Family Dwelling Unit" shall mean any building or structure containing four (4) or fewer individual Dwelling Units under one common roof, including single-family residences. Recreational vehicles not located in recreational vehicle parks and mobile homes, [including those in mobile home parks](#), shall be considered Single Family Dwelling Units for the purposes of this Agreement.

"Solid Waste" means Garbage, Rubbish, or other discarded material usual to housekeeping and generated solely by residents in the ordinary course of residential and non-residential occupancies, but excluding Biomedical Wastes, Hazardous Wastes, Yard Trash, and other prohibited materials.

"Solid Waste Cart" means a roll-out container intended for Solid Waste Collection, which is a type approved by the COUNTY and has a capacity of 96 gallons with an attached, tight-fitting lid.

"Wakulla County Transfer Station" or "Transfer Station" means the transfer station owned by Wakulla County and located at 159 County Landfill Road, Crawfordville, Florida 32327.

"White Goods" means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, window air conditioners and other similar domestic large appliances.

"Yard Trash" means vegetative matter resulting from landscaping maintenance, such as Christmas trees, tree and shrub trimmings, and grass clippings.

ARTICLE 2. EXCLUSIVE FRANCHISE

2.1 FRANCHISE AREA

2.1.1 The Board does hereby grant FRANCHISEE the right, privilege, easement and exclusive franchise to provide Collection and Disposal service for Solid Waste, Bulk Waste, E-Waste, Scrap, White Goods, and Recyclable Materials to all Single Family Dwelling Units and [Collection and Disposal Service for Solid Waste to](#) Non-Residential Customers within the Franchise Area. Such right, privilege, easement and exclusive franchise shall not extend to the Collection [and Disposal](#) of Biomedical Waste, Biological Waste, Construction and Demolition Debris, Hazardous Waste, Infectious Waste, [and](#) Yard

Trash, ~~and items for special pickup.~~ The Franchise Area shall consist of the area included in the definition provided above, except that it shall not extend to properties within the unincorporated area of the County owned by the Wakulla County School Board. Furthermore, in the event the City Council of the City of Sopchoppy ~~fails to adopt an ordinance authorizing its inclusion in the COUNTY'S Solid Waste municipal services benefit unit and a resolution authorizing~~ authorizes its inclusion in the Franchise Area, the incorporated area of the City of Sopchoppy shall be automatically ~~removed from~~ added to the Franchise Area and FRANCHISEE shall be required to ~~accept all Acceptable Waste collected~~ collect waste materials generated within the City in the same manner as those materials generated within the incorporated area of the ~~City at the County's transfer station~~ County.

~~2.1.2 ——— A map of the Franchise Area is attached hereto as Exhibit "A."~~

~~2.2 EFFECTIVE DATE AND COMMENCEMENT DATE~~ AND TERM

~~2.2.1 — This Agreement shall become effective when executed by both parties.~~ 2.2.1 The ~~Service~~ Commencement Date ~~of service~~ for the Collection and Disposal services required herein shall be October 1, 2011.

~~2.3 TERM~~

~~2.3.1 — The term of, and~~ this Agreement shall ~~commence on October 1, 2011, and end~~ terminate on September 30, 2021. ~~The term of this~~

2.2.2 This Agreement may be renewed for two (2) additional terms of four (4) years commencing at the end of the initial term by mutual agreement of both parties. In the event that the FRANCHISEE desires to renew the Agreement, the FRANCHISEE shall provide to COUNTY a written Notice of Intent to Renew no less than 180 days prior to expiration.

ARTICLE 3. COLLECTION AND DISPOSAL SERVICES

3.1 CURBSIDE RESIDENTIAL SOLID WASTE COLLECTION SERVICE AND RECYCLABLE MATERIALS COLLECTION SERVICE

3.1.1 ~~Frequency of Collection:~~ The FRANCHISEE shall collect all Solid Waste and Recyclable Materials from Single Family Dwelling Units within the Franchise Area once per week.

~~3.1.2 Point of Pickup of Solid Waste and Recyclable Materials:~~ 3.1.2 The FRANCHISEE shall be required to pick up all Solid Waste and Recyclable Materials generated from Single Family Dwelling Units which have been placed in a Solid Waste Cart or Recycling Bin and placed Curbside or at such other single Collection point as may be agreed upon by the FRANCHISEE and the customer. For purposes of automated pickup, Solid Waste Carts and Recycling Bins shall be placed within three (3) feet of the edge of pavement, back of curb, or edge of travel lane on dirt roads. In the event an appropriate location cannot be agreed upon, the Contract Manager shall designate the location.

3.1.3 ~~Method of Collection:~~ The customer will place Solid Waste and Recyclable Materials in the appropriate Cart or Bin and place it Curbside. No Solid Waste Cart or Recycling Bin, including the Cart or Bin and its contents, shall exceed 150 pounds. The FRANCHISEE will place the empty Solid Waste Carts and Recycling Bins Curbside for removal by the customer.

3.2 BULK WASTE RESIDENTIAL COLLECTION SERVICE

3.2.1 ~~Frequency of Collection:~~ The FRANCHISEE shall collect Bulk Waste ~~from Single Family Dwelling Units~~ placed Curbside by the owner or occupant of a Single Family Dwelling Unit at the same time as it collects Solid Waste so long as the amount of Bulk Waste is no more than two (2) cubic yards for no additional charge. In the event the owner or occupant of a Single Family Dwelling Unit requests an additional or special pickup of Bulk Waste in an amount of two (2) cubic yards or less, the FRANCHISEE may charge the Single Family Dwelling Unit the fee authorized in the fee schedule attached hereto and incorporated herein as Exhibit "A."

3.2.2 The FRANCHISEE shall collect Bulk Waste exceeding two (2) cubic yards in amount at least once per calendar quarter and or upon request by the owner or occupant of the Single Family Dwelling Unit (on-call). Such collection. Collection of Bulk Waste exceeding two (2) cubic yards shall be subject to the fee authorized in the fee schedule in Exhibit "A."

3.2.3 Bulk Waste Collection service shall be limited to Bulk Waste generated at ~~said~~ the Single Family Dwelling Unit. ~~For on-call service~~

3.2.4 To schedule a special pickup of Bulk Waste, customers shall notify the FRANCHISEE of the need for Bulk Waste Collection Service. Collection shall then occur within three (3) business days of receiving the customer request for such pickup. FRANCHISEE shall note all ~~unreported~~ Bulk Waste ~~on-call~~ over two (2) cubic yards in amount placed Curbside for Collection ~~routes~~ and shall pick up such items within three (3) days whether or not scheduled by the Customer, ~~with the exception of individual items of Household Furniture or White Goods.~~

~~3.2.2 Point of Pickup of Bulk Waste:~~ 5 All Collection of Bulk Waste shall be ~~at~~ Curbside or at other such locations as will provide ready accessibility to the FRANCHISEE'S Collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Contract Manager shall designate the location.

~~3.2.3 Method of Collection and Additional Fee: The customer will place Bulk Waste Curbside. Bulk Waste Collection Service is limited to two (2) cubic yards per pick-up per Single Family Dwelling Unit without imposition of additional fees. If Bulk Waste exceeds two (2) cubic yards, FRANCHISEE may charge the Single Family Dwelling Unit the fee authorized in the fee schedule attached hereto and incorporated herein as Exhibit "B".~~ 3.2.6 The FRANCHISEE shall collect Bulk Waste in a manner that allows for separation of Bulk Waste, as identified by the COUNTY.

3.3 WHITE GOODS AND ELECTRONICS RESIDENTIAL COLLECTION SERVICE

3.3.1 ~~Frequency of Collection:~~ The FRANCHISEE shall collect White Goods and E-Scrap from Single Family Dwelling Units upon request by the owner or occupant of the Single Family Dwelling Unit ~~(on-call)~~. Such collection shall be limited to White Goods and E-Scrap generated at the said Single Family Dwelling Unit. Customers shall notify the FRANCHISEE of the need for White Goods or E-Scrap Collection Service. Collection shall then occur within three (3) business days of receiving the customer request for such pickup. FRANCHISEE shall note all unreported White Goods or E-Scrap on-call Collection routes and shall pick up such items within three (3) days whether or not scheduled by the Customer.

3.3.2 ~~Point of Pickup of White Goods and E-Scrap:~~ Collection of White Goods and E-Scrap shall be ~~at~~ Curbside or other such locations as will provide ready accessibility to the FRANCHISEE'S Collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Contract Manager shall designate the location.

3.3.3 ~~Method of Collection:~~ The customer will place White Goods and E-Scrap Curbside. ~~White Goods and E-Scrap Collection Service is limited to two (2) cubic yards per~~ and shall remove or secure all doors from any refrigerator or freezer placed Curbside for pick up ~~per Single Family Dwelling Unit without imposition of additional fees. If White Goods and E-Scrap exceed two (2) cubic yards, FRANCHISEE may charge the Single Family Dwelling Unit the fee authorized in the fee scheduled attached hereto and incorporated herein as Exhibit "B".~~ The FRANCHISEE shall collect White Goods and E-Scrap in a manner that allows for separation of White Goods and E-Scrap.

3.4 MANDATORY SIDE DOOR COLLECTION SERVICE

3.4.1 ~~Mandatory Collection Service:~~ FRANCHISEE shall provide side door ~~collection~~ Collection service to qualified disabled residents. Side door collection shall include collection of Solid Waste, Recyclable Materials, Bulk Waste, E-Scrap, and White Goods. Side door collection service shall be provided to qualified disabled residents at no additional cost. Application for such service shall be made by the customer providing to the FRANCHISEE, on a form approved by the COUNTY. Any residents seeking this service must ~~demonstrate~~ attest that he or she has one of the disabilities listed in section 320.0848(1)(b), Florida Statutes, and ~~certifying~~ certify that no able-bodied person over the age of eighteen (18) resides in the household.

~~3.4.2 Frequency of Mandatory Side Door Collection: Solid Waste and Recyclable Materials shall be collected by the FRANCHISEE once per week. Bulk Waste shall be collected by the FRANCHISEE at least once per calendar quarter or upon the request of the qualified disabled resident (on-call). White Goods and E-Scrap shall be collected by the FRANCHISEE upon the request of the qualified disabled resident (on-call). If a qualified disabled resident makes an on-call collection request for Bulk Waste, White Goods, or E-Scrap, FRANCHISEE shall collect such waste within three (3) days.~~

3.4.2 Side Door Collection services shall be provided to qualifying residents on the same schedule as provided to other Single Family Dwelling Units in sections 3.1, 3.2, and 3.3 of this Agreement.

3.4.3 ~~Point of Pickup:~~The FRANCHISEE shall provide ~~this~~Side Door Collection service at the rear or side of the Single Family Dwelling Unit of a qualified disabled resident.

3.5 NON-RESIDENTIAL COLLECTION SERVICES

3.5.1 ~~Frequency of Collection:~~The FRANCHISEE shall collect all Solid Waste from all Non-Residential Customers at least once per week. Although not included in the Franchise granted pursuant to this Agreement, nothing provided herein shall prohibit FRANCHISEE from providing Recyclable Materials Collection services to Non-Residential Customers, at the option of FRANCHISEE and the Customer.

~~3.5.2 Carts and other Collection Receptacles:~~3.5.2 This collection may include Cart Collection for small commercial accounts and/or dumpster Collection for large commercial accounts. FRANCHISEE may require the Non-Residential Customers to use locking bins as necessary to prevent unauthorized deposits of waste materials. FRANCHISEE shall assist Non-Residential Customers in selecting the appropriate level of service and receptacles for Solid Waste Collection Services and Services for other waste materials.

~~3.5.3 Point of Pickup for Non-Residential Collection Services:~~3.5.3 FRANCHISEE shall collect Solid Waste from Non-Residential Customers either Curbside if Cart Collection is provided or at the dumpster if dumpster Collection is provided.

3.5.4 ~~Method of Collection:~~Non-Residential Customers shall place Carts at the curb or other receptacles at such location as will provide ready accessibility to the ~~FRANCHISEE's~~FRANCHISEE's collection vehicle and crew. Customers shall ensure that receptacles provided by FRANCHISEE are accessible on the scheduled collection days.

~~3.5.5. Rates and Billing: FRANCHISEE shall be responsible for billing each Non-Residential Customer at the rates established in Exhibit "B".~~

3.6 COLLECTION ~~AND DISPOSAL~~ SERVICES FOR COUNTY AND CITY FACILITIES~~PROPERTY~~

3.6.1 FRANCHISEE shall provide free Collection ~~and Disposal~~ services for all County-owned ~~facilities~~properties and for ~~facilities~~properties owned by the City of Sopchoppy, if the City is included in the Franchise Area. In addition, FRANCHISEE shall provide ~~each County Facility~~all COUNTY and City properties included in the Franchise Area with sufficient waste receptacles or containers for such Collection. The COUNTY shall provide FRANCHISEE with a list of ~~facilities~~properties to which Collection services shall be provided. Such list may be updated or modified as necessary at any time upon written notice by the Contract Manager.

3.7 RESIDENTIAL AND NON-RESIDENTIAL DISPOSAL SERVICES

3.7.1 FRANCHISEE shall provide for Disposal of all waste material collected pursuant to this Agreement at a Designated Facility.

3.8 ADDITION OF NEW CUSTOMERS

~~3.7~~8.1 The FRANCHISEE shall provide Collection and Disposal services to new residential customers within seven (7) days of receiving notice from the Wakulla County Building Department that the customer has obtained a certificate of occupancy or tie down permit. Prior to issuing a certificate of occupancy or tie down permit, the Wakulla County Building Department shall collect the interim assessment due for the Curbside Residential Collection and Disposal Services described herein.

~~3.7~~8.2 The FRANCHISEE shall provide Collection and Disposal services to new Non-Residential Customers within seven (7) days of the new ~~customer's~~customer's request for service and payment of any applicable fees, as established in Exhibit "~~B~~"A."

3.89 HOURS OF COLLECTION

3.89.1 Except as otherwise provided in this paragraph, all residential Collections shall begin no earlier than 7:00 a.m., and shall cease no later than 7:00 p.m., Monday through Saturday. Residential Collection services on the following roads may begin at 4:00 a.m., in order to ensure that Collection does not interfere with morning traffic patterns:

- (a) CR-2192
- (b) CR-2195
- (c) CR-22
- (d) CR-2203
- (e) CR-276A
- (f) CR-299
- (g) CR-365
- (h) CR-367
- (i) CR-367A
- (j) CR-368
- (k) CR-370
- (l) CR-372
- (m) CR-372A
- (n) CR-372B
- (o) CR-373
- (p) CR-373A
- (q) CR-374
- (r) CR-375
- (s) CR-59
- (t) CR-67
- (u) SR-267

- (v) SR-30
- (w) SR-35
- (x) SR-363
- (y) SR-365
- (z) SR-372
- (aa) SR-373
- (bb) SR-377
- (cc) SR-61
- (dd) US-319
- (ee) US-98
- (ff) Clark Drive
- (gg) Curtis Mill Road
- (hh) Jack Crum Road
- (ii) Lighthouse Road
- (jj) Live Oak Island Road
- (kk) Mashers Sands Road
- (ll) Natural Bridge Road
- (mm) New Light Church Road
- (nn) Rose Street
- (oo) Shadeville Road
- (pp) Shell Point Road
- (qq) Smith Creek Road
- (rr) Sopchoppy Highway
- (ss) Spring Creek Highway
- (tt) Springhill Road
- (uu) Wakulla Springs Road

(vv) Woodville Highway

(As used above, "CR" means "County Road"; "SR" means "State Road"; "US" means "United States Highway".)

3.89.2. Non-residential Collections shall begin no earlier than 4:00 a.m., and shall cease no later than 7:00 p.m., Monday through Saturday.

3.89.3. In the case of an emergency, Collection may be permitted at times not allowed by this paragraph, provided the FRANCHISEE has received prior approval from the Contract Manager in a written memorandum confirming the approval. Should the FRANCHISEE not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the FRANCHISEE had not obtained such approval. No Collection shall occur on Sundays or holidays, as defined herein, except in a time of emergency.

3.910 HOLIDAYS

3.910.1 The FRANCHISEE shall not be required to provide Collection and Disposal services, operate the transfer station, or keep the local office open on the following holidays: New Years Day, the Fourth of July, Thanksgiving, and Christmas Day. If any of the aforementioned holidays fall on a regular Collection day or on a day the transfer station is required to be open, the FRANCHISEE shall notify all customers whose normal Collection day falls upon that holiday that no Collection or transfer station services will be provided and also notify them of the date of the next Collection Day and the alternate day the transfer station will be open. Notification should be definitive and timely, such as during the prior billing cycle for a specific holiday.

3.1011 NON-COLLECTION ~~NOTICE~~NOTICES AND MISSED PICK-UPS

3.1011.1 The FRANCHISEE is not required to collect Solid Waste, Bulk Waste, E-Scrap, White Goods, or Recyclable Materials that have not been placed out for Collection in accordance with the provisions of this Agreement and any amendments thereto. If not collected, FRANCHISEE shall immediately place a notice on the receptacle, bin or waste explaining why the material was not collected.

3.4011.2 The design and content of the non-collection notice used by the FRANCHISEE shall be subject to the approval of the Contract Manager. At a minimum, the notice shall provide the following information regarding the non-collection event: date, reason for non-collection, information that will allow the customer to correct the problem for future Collections, and a local customer service telephone number for questions.

3.4011.3 In the event a customer pick-up is missed, materials shall be picked up by the FRANCHISEE within 24 hours of notification.

3.4112 MIXING OF LOADS

3.4112.1 The FRANCHISEE shall collect Solid Waste, E-Scrap, White Goods, and Recyclable Materials, separately unless allowed by written approval of the Contract Manager, except as provided in this paragraph. White Goods and E-Scrap may be co-mingled with each other. Within the discretion of FRANCHISEE, Bulk Waste may be collected with Solid Waste. C&D materials and Yard Trash are excluded from the Collection services provided under this Agreement, however, such materials must be accepted at ~~a Designated Facility~~ the Wakulla County Transfer Station.

~~3.11.2 Any waste of any type collected pursuant to this agreement shall be disposed of at a Designated Facility.~~

3.4213 SOLID WASTE CARTS AND RECYCLING BINS

~~3.12.1 Provision of Solid Waste Carts and Recycling Bins:~~ 3.13.1 The FRANCHISEE, at its own expense, is responsible for providing each Single Family Dwelling Unit with one (1) Solid Waste Cart and at least one (1) Recycling Bin.

~~3.1213.2 Maintenance and Replacement~~ FRANCHISEE shall provide each Non-Residential Customer with a Solid Waste Cart or other receptacle appropriate for the Non-Residential Customer's level of Carts and Bins: service upon payment of the fee established in Exhibit "A."

3.13.3 The FRANCHISEE is responsible for maintenance and repair of Solid Waste Carts ~~and~~ Recycling Bins, and Non-Residential Customer receptacles. The FRANCHISEE, at its own expense, shall repair or replace damaged, destroyed or stolen Solid Waste Carts ~~and~~ Recycling Bins, and Non-

Residential Customer receptacles within twenty-four (24) hours of ~~when notified by~~receiving notification from the COUNTY or customer. FRANCHISEE shall have the right to charge customers for the repair or replacement Solid Waste Carts and Recycling Bins if the repair or replacement is necessary for reasons other than normal wear and tear.

~~3.12.3 Additional Carts:~~ 13.4 FRANCHISEE shall provide additional Solid Waste Carts ~~or Recycling Bins~~ to customers upon request for an additional fee as listed on Exhibit "~~B.~~" ~~Notwithstanding anything to the contrary in Exhibit "B", there~~ "A." There shall be no charge for additional Recycling Bins.

~~3.12.4 Bear Resistant Carts:~~ 3.13.5 FRANCHISEE shall provide one bear-resistant cart in lieu of a Solid Waste Cart upon the request of the customer. Such Cart shall be provided for an additional fee as listed on Exhibit "~~B.~~" "A." Additional bear-resistant Carts may be obtained for the same additional fee.

~~3.12.5 Inventory of Carts:~~ 3.13.6 The FRANCHISEE shall maintain an adequate supply of Solid Waste Carts and Recycling Bins and parts to repair or replace such Carts in accordance with this Agreement.

~~3.12.6 Design and Labeling:~~ 3.13.7 All hot-stamp, label text and designs for Solid Waste Carts and Recycling Bins must be approved by the Contract Manager prior to ordering and use.

~~3.12.7 Ownership:~~ 13.8 FRANCHISEE shall retain ownership of Solid Waste Carts and Recycling Bins provided by the FRANCHISEE.

~~3.13~~ 14 VACANT LOTS

~~3.13~~ 14.1 The FRANCHISEE shall not be responsible for the Collection of Solid Waste, Bulk Waste, E-Scrap, White Goods, or Recyclable Materials on vacant lots.

~~3.14~~ ~~LITTER CONTROL~~ 15 COLLECTION OF WASTE IN RIGHTS-OF-WAY AND COMMUNITY CLEAN-UP EVENTS

~~3.14~~ 15.1 FRANCHISEE shall be responsible for performing ~~litter control~~ Collection services along road rights-of-way within the Franchise Area associated with normal business operations, including but not limited to, collecting Solid Waste, Recyclable Materials, Bulk Waste, E-Scrap, and

White Goods. Such materials shall be removed by FRANCHISEE within twenty-four (24) hours of learning ~~such litter~~ it is within the rights-of-way, either through receipt of notice or through observation.

3.1415.2 FRANCHISEE shall provide free Collection and Disposal for community clean-up events organized by Keep Wakulla County Beautiful, Inc., or a successor entity ~~receiving grant funds from COUNTY from a Consolidated Small County Solid Waste Management Grant~~, including but not limited to Wakulla ~~County's~~ County's Household Hazardous Waste Days or other amnesty days.

ARTICLE 4. TITLE TO WASTE AND RECYCLABLE MATERIALS

4.1 The FRANCHISEE shall have title to all Solid Waste, Bulk Waste, White Goods, E-~~Waste~~ Scrap, and Recyclable Materials at the point of and upon Collection.

ARTICLE 5. UTILIZATION OF DESIGNATED FACILITIES

5.1 All Solid Waste, Bulk Waste, White Goods, E-Scrap and Recyclable Materials collected by FRANCHISEE pursuant to this Agreement must be delivered to a Designated Facility. In addition to the Wakulla County ~~transfer station~~ Transfer Station, the Decatur County Solid Waste Facility located in Decatur County, Georgia shall be a Designated Facility. The Contract Manager may approve additional Designated Facilities upon the request of FRANCHISEE.

5.2 In the event FRANCHISEE opts to direct haul all waste to an out-of-county landfill and by-pass the Wakulla County ~~Landfill~~ Transfer Station, FRANCHISEE shall still be required to operate the ~~Wakulla County transfer station located at the Landfill~~ Transfer Station so that it may accept ~~non-franchised waste streams including, but not limited to~~ Solid Waste, Recyclable Materials, E-Scrap, White Goods, Bulk Waste, C&D-waste, Yard Trash, tires, and used oil. ~~In addition~~ In the event the City of Sopchoppy does not approve the Franchise for the incorporated area of the City, FRANCHISEE shall ~~accept Solid Waste, Recyclable Materials, Bulk Waste, White Goods and E-Scrap dropped off at the transfer station~~ also accept such materials generated within the City at the Transfer Station. Hours of operation of the Wakulla County transfer station shall be 8:00 a.m. to 5:00 p.m. on Fridays, and 8:00 a.m. to 3:00 p.m. on Saturdays. FRANCHISEE may ~~impose~~ collect the ~~fee~~ fees established in Exhibit ~~"B"~~ "A" for all materials disposed of at the ~~transfer station~~ Transfer Station.

5.3 FRANCHISEE shall be responsible for making all improvements to the transfer station necessary for compliance with the Florida Department of Environmental ~~Protection's~~Protection's permitting requirements and for continued operation of the transfer station. FRANCHISEE shall be responsible for all costs associated with such improvements ~~up to an amount of \$100,000.00.~~ In addition, if approved by the Florida Department of Environmental Protection, COUNTY shall assign and transfer its permit for operation of the transfer station to FRANCHISEE, which will operate the transfer station in a manner consistent with the requirements of such permit.

5.4 ~~Furthermore,~~ Lease of Wakulla County Transfer Station Premises.

5.4.1 COUNTY and FRANCHISEE shall enter into a separate agreement for the lease of the transfer station to FRANCHISEE the Wakulla County Transfer Station premises during, as more particularly described in Exhibit "B" attached hereto and incorporated herein.

5.4.2 In consideration for such lease, FRANCHISEE shall pay COUNTY the sum of one dollar (\$1) per year and other valuable consideration.

5.4.3 The term of the ~~period~~ lease shall be concurrent with the term of this Agreement and any renewal term.

5.4.4 The Insurance and Hold Harmless provisions of this Agreement shall apply to FRANCHISEE's lease of the Transfer Station premises, and FRANCHISEE shall obtain all necessary property and liability insurance for the premises in the amounts required under this Agreement.

ARTICLE 6. COMMUNITY OUTREACH AND CUSTOMER SERVICE

6.1 FRANCHISEE shall provide public outreach and education within the County to promote the responsible Disposal of Solid Waste and encourage recycling among other relevant outreach and educational activities.

6.2 The FRANCHISEE shall provide a local telephone number for customer service calls to handle customer concerns and complaints. It shall be equipped with sufficient telephones, listed in the name in which it conducts business as FRANCHISEE, and shall be sufficiently staffed from 8:00 a.m. to

5:00 p.m., Monday through Friday. A local emergency number shall also be available at all times when regular service numbers are not staffed.

6.3 The FRANCHISEE shall also provide a local office, located at the transfer station, for handling of customer concerns and complaints. Such office shall also be the location at which new Non-Residential Customers may subscribe for the Collection services provided for in this Agreement. The local office shall be sufficiently staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, and from 8:00 a.m. to 3:00 p.m. on Saturday.

ARTICLE 7. COLLECTION ROUTES AND SCHEDULES

7.1 For all residential and non-residential Collection, the FRANCHISEE shall provide the Contract Manager, in a format acceptable to the Contract Manager, the schedules for all Collection routes and keep such information current at all times. In the event of a permanent change in routes or schedules that will alter the day of pick-up, the FRANCHISEE shall notify the COUNTY in writing at least thirty (30) days prior to such change, and all such changes must be approved by the COUNTY prior to being implemented by FRANCHISEE. The FRANCHISEE shall notify all affected customers in writing or other manner approved by the Contract Manager not less than thirty (30) days prior to the change.

ARTICLE 8. COLLECTION EQUIPMENT

8.1 GENERAL PROVISIONS

8.1.1 The FRANCHISEE shall have on hand at all times and in good working order such equipment as shall permit the FRANCHISEE to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of Solid Waste Collection and Disposal equipment. All vehicles and equipment used to provide the waste Collection and Disposal services required by this agreement shall either be enclosed or open top trucks with outside walls so as to ensure that no spillage or leakage occurs upon the premises or right-of-way wherein Collection shall occur. During hauling, all waste materials shall be contained, tied, or enclosed so that leaking, spilling, and blowing is prevented. Spillage that cannot be immediately and completely picked up must be reported to the Contract Manager.

8.1.2 FRANCHISEE shall have appropriately sized Compactor and single axle trucks to provide Collection service on all roads within the Franchise Area. For roads which cannot accommodate large Compactor trucks, FRANCHISEE shall be equipped with adequate single axle trucks not to exceed 26,000 pounds. In identifying the necessary equipment for routes within the Franchise Area, FRANCHISEE shall take into account the types of roads and the weight limits for the roads along which service will be provided.

8.1.3 Within sixty (60) days of execution of this Agreement, and semi-annually thereafter, the FRANCHISEE shall provide in a format specified by the Contract Manager, a list of Collection vehicles and equipment used by the FRANCHISEE to provide services relating to this Agreement.

8.1.4 All equipment shall be kept in good repair, appearance and in a sanitary and clean condition, free of residues of waste material at all times. All truck bodies shall be watertight to a depth sufficient to prevent discharge of accumulated water during loading and transport operations.

8.1.5 The FRANCHISEE shall have available reserve equipment, which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the FRANCHISEE to perform the contractual duties.

8.1.6 All vehicles used to provide Collection under this Agreement shall be equipped with safety equipment including a fire extinguisher, a shovel and broom, a spill kit, and an audible backup warning device as required by the Department of Transportation.

8.2 IDENTIFICATION

8.2.1 FRANCHISEE must put on each side of its trucks the following: (a) the name of FRANCHISEE, (b) its local customer service telephone number, and (c) the number of the vehicle. The letters and numbers shall be not less than three (3) inches in height. FRANCHISEE shall also put the truck number on the front passenger-side bumper in numbers not less than four (4) inches in height.

8.3 RIGHT TO INSPECT

8.3.1 FRANCHISEE shall permit COUNTY staff to inspect the vehicles, equipment, licenses and registrations at any reasonable time. The COUNTY reserves the right to inspect each vehicle at any reasonable time and prior to its use in the COUNTY, provided such inspections do not inhibit, interfere or delay the ~~FRANCHISEE's~~FRANCHISEE's ability to perform services under this agreement.

ARTICLE 9. EMPLOYEES AND SUPERVISORS

9.1 SUPERVISORS

9.1.1 The FRANCHISEE shall assign a qualified person or persons to be in charge of the operations within the Franchise Area that shall be responsible to the Contract Manager and shall be accessible at reasonable times of call. The FRANCHISEE shall give the names and day and night telephone numbers of these persons to the COUNTY. The FRANCHISEE shall notify the COUNTY within twenty-four (24) hours of any supervisory staff changes. Supervisory personnel must be present to direct operations in a satisfactory manner. Said supervisor(s) must be available for consultation with the Contract Manager within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which is radio equipped.

9.2 CONDUCT OF EMPLOYEES

9.2.1 The FRANCHISEE shall see to it that its employees serve the public in a courteous, helpful and impartial manner. Collection shall be made with as little noise and disturbance as possible.

9.2.2 Any materials spilled by the FRANCHISEE or its employees shall be picked up immediately by the FRANCHISEE.

9.2.3 FRANCHISEE's Collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission.

9.2.4 Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers and other plants. Any property of others damaged by the FRANCHISEE or its employees shall be repaired or replaced promptly by the FRANCHISEE at its sole expense and within a reasonable period of time as approved by the Contract Manager.

9.2.5 Each vehicle operator shall at all times carry a valid driver's license for the type of vehicle that is being driven.

9.2.6 The FRANCHISEE shall provide operating and safety training for all personnel.

9.2.7 The FRANCHISEE's Collection employees shall wear a uniform or shirt bearing the company's name.

[9.2.8 FRANCHISEE shall provide background checks and drug screenings for all Collection employees and other employees who will be providing any services required pursuant to this Agreement.](#)

ARTICLE 10. COMPLAINTS

[10.1.1](#) FRANCHISEE shall take whatever steps may be necessary to remedy the cause of all customer complaints received by the FRANCHISEE, from the COUNTY or the customer, within twenty-four (24) hours of receipt of each complaint. The FRANCHISEE shall maintain a customer complaint log as required in Article 11 herein.

ARTICLE 11. RECORD KEEPING AND REPORTING

11.1 RECORD KEEPING

11.1.1 The FRANCHISEE shall maintain a record of all customer names, addresses, account statuses, billing, and payment history, and a record of all complaints, requests, issues or concerns. The

COUNTY shall have 24 hour access to this data listing the name and address of the person, the nature of the communication, the time recorded and the time of resolution. All complaints, requests, issues, or concerns whether received via telephone, fax or electronic transmission shall be logged.

11.1.2 The FRANCHISEE records required herein shall be maintained in an electronic database format, such as the Track-Ez system, approved by the Contract Manager. The database shall be readily available for inspection or audit by the COUNTY at any time during normal operating hours and information in the records shall be shared with the COUNTY upon request. In addition, the COUNTY reserves the right to request an annual audit of the ~~FRANCHISEE's~~FRANCHISEE's billing records and customer list prepared at the ~~FRANCHISEE's~~FRANCHISEE's cost.

11.1.3 Customer Complaint Log: FRANCHISEE shall maintain a log of all calls received from customers directly or through the COUNTY. The log shall include the date when the call was received by the FRANCHISEE, customer name and address, purpose for the call, the time and date the call was received, the time and date the complaint was resolved, and a description of how each complaint was resolved. The log should specifically identify missed Collections and legitimate complaints. The COUNTY shall have 24-hour access to this data.

11.2 REPORTING

11.2.1 The FRANCHISEE shall submit the Customer Complaint Log quarterly in electronic format to the Contract Manager within seven (7) Days after the end of each calendar quarter.

11.3 OTHER REPORTS, DOCUMENTS AND NOTIFICATIONS

11.3.1 Collection Routes and Schedule Changes: FRANCHISEE shall electronically submit a description and color-coded map, in a format acceptable to the Contract Manager, of all routes on or before ~~September~~October 1, 2011. FRANCHISEE shall also electronically submit a description and revised color-coded map of all route and schedule changes, including service levels, at least thirty (30) days prior to implementation of such changes or in accordance with an alternate notification deadline approved by the Contract Manager.

11.3.2 Collection Schedule Delays: FRANCHISEE shall notify the Contract Manager of any delays greater than 24 hours in the daily Collection schedule (e.g. disabled trucks, accidents or shortage of staff causing route delays) within two (2) hours of occurrence.

11.3.3 Updated Vehicle and Equipment List: FRANCHISEE shall report any changes in the fleet of vehicles and equipment in writing to the Contract Manager in the monthly report following such change.

11.3.4 Recyclable Materials Set Out Report: FRANCHISEE shall annually perform a set out count of customer participation in the residential recycling program. The set out count shall be conducted on all residential recycling routes for at least a two (2) week period according to a methodology developed by the FRANCHISEE and mutually agreed upon by the FRANCHISEE and the Contract Manager. These counts shall be performed under the direction and to the satisfaction of the Contract Manager. The FRANCHISEE shall provide the results of the set out to the Contract Manager.

11.3.5 Accidents and Property Damage: FRANCHISEE shall notify the Contract Manager of any accidents involving damage to public or private property by the FRANCHISEE's staff or vehicles while performing duties under this agreement within twenty-four (24) hours of occurrence or within twenty-four (24) hours of ~~FRANCHISEE's~~FRANCHISEE's becoming aware of the damage, whichever occurs first.

11.4 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

11.4.1 FRANCHISEE shall cooperate with the Contract Manager in providing ~~every~~-reasonable ~~opportunity~~opportunities for ascertaining whether or not the duties and responsibilities of the FRANCHISEE are being performed.

11.4.2 Trade secret information, as defined by Florida Statutes, provided by the FRANCHISEE pursuant to this Agreement shall not be made public record and shall not be disclosed by the COUNTY without FRANCHISEE's approval.

ARTICLE 12. FEES, BILLING, RATES AND PAYMENT

12.1 FEES AND BILLING

12.1.1 Residential: The County will impose an annual non-ad valorem assessment for all Single Family Dwelling Units in the County that receive roll-out cart service, as opposed to commercial dumpster service. The FRANCHISEE will be paid by the County for all Single Family Dwelling Units based upon the number of Single Family Dwelling Units on the assessment roll certified to the Wakulla County Tax Collector and the number of new Single Family Dwelling Units paying interim assessments. The payments due shall be divided into twelve equal payments and shall be paid monthly, except that payments for the months of October, November, and December shall be paid in one lump sum payment in December 2011 for the first Contract Year.

FRANCHISEE shall maintain adequate service records reflecting the services received by each Single Family Dwelling Unit. Residents may not be charged a start-up fee or additional fees above and beyond the contracted amount except those fees for additional services approved herein. Fees for Collection of Bulk ~~Waste or White Goods and E-Scrap~~ in excess of two (2) cubic yards or ~~other~~ on-call services shall be billed separately by FRANCHISEE. Residential Ancillary Costs and fees for Special Services for Single Family Dwelling Units shall be billed separately by FRANCHISEE ~~for the first Contract Year the services are requested, but shall be included on the assessment roll for subsequent Contract Years upon receipt of notification by the COUNTY from FRANCHISEE on or before May 1.~~ on an annual basis. The amount of all such Residential Ancillary Costs or fees for Special Services shall be as established in Exhibit ~~"B":~~ "A."

12.1.2 Non-Residential: FRANCHISEE is solely responsible for billing and collections associated with Non-Residential Customers in the County. Billing shall be done on a monthly basis, in advance. FRANCHISEE shall maintain auditable records by customer, including details on the amount of waste generated and the frequency of pick-ups. Non-Residential Customers may not be charged a fee above and beyond the fees approved under this agreement. The amount of all fees shall be as established in Exhibit ~~"B":~~ "A."

12.1.3 ~~FRANCHISEE's~~FRANCHISEE's fees are listed in the Bid Form found in Exhibit "~~B,"~~A" attached hereto. These fees shall remain constant from October 1, 2011 through September 30, 2012, and may be adjusted pursuant to Paragraph 12.2.

12.2 RATE ADJUSTMENT FACTORS

12.2.1 Annual Rate Adjustments and Indexing: The total fees authorized by the COUNTY and established in Exhibit "~~B,"~~A" consist of two components, a Base Rate Component and a Fuel Rate Component. The Base Rate Component comprises ninety percent (90%) of the total rate established in Exhibit "~~B,"~~A" and the Fuel Rate Component comprises the remaining ten percent (10%) of the total rates established in Exhibit "~~B,"~~A". ~~It should be noted that because~~"A." ~~Because the residential accounts will be collected in accordance with s. 197.3632, Florida Statutes, any adjustments requested to the residential rates ~~can~~may only be accommodated once per year upon receipt of notice by May 1 to go into effect on the following October 1. The FRANCHISEE may request approval from the COUNTY at any time for an adjustment to the rates for Non-Residential Collection Services, but no more than once per contract year. In the event application of either the Base Rate or Fuel Rate Component Adjustment procedures would result in a decreased fee, the COUNTY may notify FRANCHISEE by May 1 of its intent to adjust the rates down effective on the next October 1. The annual rate adjustments based on adjustments to the CPI shall only apply to the ninety percent (90%) of the rates established in Exhibit "A" representing the Base Rate Component. The annual rate adjustments based on adjustments to the fuel index shall only apply to the ten percent (10%) of the rates established in Exhibit "A" representing the Fuel Rate Component.~~

12.2.2 Base Rate Component Adjustments: On October 1, 2012, and October 1 of each subsequent Contract Year of this Agreement, the rates listed in Exhibit "~~B,"~~A" may be adjusted, either as an increase or a decrease, ~~by the FRANCHISEE~~ based on adjustments to the CPI, as defined herein, less the factor for fuel, for the twelve (12) months ending December 31 preceding each new Contract Year. ~~The annual rate adjustments based on adjustments to the CPI shall only apply to the ninety percent (90%) of the rates established in Exhibit "B" representing the Base Rate Component.~~

12.2.23 Fuel Rate Component Adjustments: FRANCHISEE may petition the Board of County Commissioners for an additional rate adjustment on the basis of increases or decreases in fuel costs as provided in this Section. For purposes of this Section, the Base Cost per gallon of diesel fuel used for calculation of the rates in Exhibit "~~B~~"A" is equal to \$4.00 per gallon. Adjustments shall be determined as follows:

(a) Determine the Index Change per gallon of diesel fuel. Identify the Index Cost per gallon of diesel fuel as reported in the Energy Information Administration Department Weekly Retail On-Highway Diesel Prices, Gulf Coast Index, and subtract the Base Cost per gallon from the Index Cost per gallon to determine Index Change per gallon.

(b) Determine the Percentage Change to be applied to the Base Cost per gallon. Divide the Index Change by the Base Cost per gallon to determine the Percentage Change.

(c) Determine the Adjusted Fuel Rate Component (based on 10% of rate). Multiply the Fuel Rate Component by the percentage change plus one to determine the Adjusted Fuel Rate Component.

(d) Calculate the Fuel Rate Component Adjustment to be applied to existing rates. Subtract the Contract or existing fuel rate component from the Adjusted Fuel Rate Component to determine the Fuel Rate Component Adjustment.

~~The FRANCHISEE must request approval from the COUNTY no later than May 1 for an adjustment to the rates for Residential Collection Service to go into effect on the next October 1.~~ In the event ~~such~~ an adjustment is requested for the residential rates, the Fuel Rate Component Adjustment shall be multiplied by the total number of Single Family Dwelling Units included on the assessment roll to determine the maximum amount of any ~~decrease or increase~~ adjustment to the established fees due to changes in fuel costs.

~~The FRANCHISEE may request approval from the COUNTY at any time for an adjustment to the rates for Non-Residential Collection Services.~~ In the event ~~such~~ an adjustment is requested for non-residential rates, the Fuel Rate Component Adjustment shall be multiplied by the total number of Non-

Residential Customers to determine the maximum amount of any decrease or increase to the established fees due to changes in fuel costs.

~~In the event application of the fuel index would result in a decreased fee, the COUNTY may notify FRANCHISEE by May 1 of its intent to adjust the rates down effective on the next October 1. The annual rate adjustments based on adjustments to the fuel index shall only apply to the ten percent (10%) of the rates established in Exhibit "B" representing the Fuel Rate Component.~~

An example of application of the Fuel Rate Component Adjustment process to ~~Residential Rates~~ [residential rates](#) is attached hereto and incorporated herein by reference in Exhibit ~~"C"~~ ["C"](#).

12.2.34 Extraordinary Rate Adjustments: FRANCHISEE may petition the Board of County Commissioners at any time for an additional rate increase or decrease on the basis of extraordinary or unusual changes in the cost of operations that could not reasonable be foreseen by a prudent operator. The request shall contain substantial evidence and justification, as determined by the Contract Manager, to support the need for the rate adjustment. The Board may request from the FRANCHISEE, and FRANCHISEE shall provide, all information as may be reasonably necessary in making its determination. The Board may approve or deny the request, in whole or in part, after receipt of the request and all supporting information.

ARTICLE 13. FRANCHISE FEE

13.1 The FRANCHISEE shall pay the COUNTY a Franchise Fee in the amount of ~~eight~~[eight](#)~~nine~~[nine](#) percent (~~89~~[89](#)) of the ~~FRANCHISEE's~~[FRANCHISEE's](#) gross receipts within the Franchise Area. For residential customers, such amount shall be equal to ~~eight~~[eight](#)~~nine~~[nine](#) percent (~~89~~[89](#)) of the amount collected from the non ad-valorem assessment imposed by the COUNTY. The Franchise Fee for residential customers shall be retained by Wakulla County: [prior to making payment to the FRANCHISEE as provided in section 12.1.1.](#) For Non-Residential Customers, FRANCHISEE shall pay the COUNTY the ~~eight~~[eight](#)~~nine~~[nine](#) percent (~~89~~[89](#)) Franchise Fee ~~in monthly installments~~ no later than the 25th day of each month. [The Franchise Fee for Non-Residential Collection and Disposal Service shall not include revenues or receipts generated from collection or disposal of Recyclable Materials collected from Non-Residential](#)

Customers.

ARTICLE 14. PERFORMANCE BOND

14.1 The FRANCHISEE will provide the COUNTY an annually renewable Performance Bond in the amount of one hundred percent (100%) of the contract amount, estimated to be \$3,015,600 for the first Contract Year, as a guarantee to the COUNTY of faithful performance under the terms of this Franchise. This Performance Bond shall be written by a company with a Class 9, A or higher financial rating as shown in Bests Key Rating Guide. Notwithstanding anything contained in this Agreement to the contrary, the liability of the principal and the surety under this bond is limited to the contract term of the Franchise. This Performance Bond shall cover any costs associated with securing a replacement hauler in the event of ~~FRANCHISEE's~~FRANCHISEE's default. Any extensions or renewals of this bond must be in writing by the principal and the surety, failure to extend or renew a bond by the principal and the surety shall constitute a default under this bond.

ARTICLE 15. INSURANCE

15.1 INSURANCE REQUIREMENTS

15.1.1 FRANCHISEE shall not commence work under this Agreement until the ~~COUNTY's~~COUNTY's Procurement Department provides written approval of the types and limits of insurance specified in this Agreement. All insurance shall continuously remain in-force during term of Agreement.

15.1.2 The term COUNTY, as used in this section of the Agreement, is defined to mean Wakulla County, Florida, as well as any its appointed and elected officials of any type, its employees, volunteers, representatives and agents.

15.1.3 Insurance shall be issued by an insurer whose ~~business'~~business' standard, public reputation, financial stability and claims payment-history are all satisfactory to COUNTY, for ~~COUNTY's~~COUNTY's sole benefit only. COUNTY does not represent these types or amounts of insurance to be sufficient or adequate to protect ~~FRANCHISEE's~~FRANCHISEE's interests or liabilities, but are merely minimums. All of ~~FRANCHISEE's~~FRANCHISEE's insurance coverages shall contain

both a ~~“Primary and Non-Contributory Clause”~~ and a ~~“Severability of Interest Clause”~~ where applicable, at ~~COUNTY’s~~COUNTY's sole opinion. To the extent permitted by the laws of the State of Florida, FRANCHISEE waives any rights of subrogation and recovery from or against the COUNTY. FRANCHISEE deductibles/self-insured retentions shall initially be disclosed to, and may be disapproved by, the COUNTY. At the option of COUNTY, FRANCHISEE shall reduce or eliminate such deductibles/self-insured retentions. FRANCHISEE shall be responsible for the amount of any incurred deductibles/self-insured retentions. The insurer(s) providing such required insurance coverages pursuant to this Agreement shall be qualified to do business in State of Florida. Unless it is otherwise agreed, the amounts, forms and types of insurance shall conform to the below specified minimum requirements.

15.1.4 In the event of failure of the FRANCHISEE to maintain any of the insurance coverages required in this Agreement, or fail to furnish Certificates of Insurance as required in this Agreement, the COUNTY shall have the right (but not the obligation) to purchase and maintain any of the required insurance coverages. Upon presentation of a receipt documenting payment by the COUNTY, all costs for such coverage purchased by the COUNTY will be immediately re-paid by FRANCHISEE to the COUNTY.

15.1.5 FRANCHISEE's insurance coverage obtained pursuant to this agreement shall extend to all activities performed under this agreement, including but not limited to Collection and Disposal services, operation of the Transfer Station, and lease of the Transfer Station.

15.2 WORKER'S COMPENSATION

15.2.1 FRANCHISEE shall purchase and shall maintain Worker's Compensation Insurance coverage for all of the State of ~~Florida’s~~Florida's Workers' Compensation obligations, whether FRANCHISEE is legally required to do so, either individually or corporately. Additionally, the policy or separately obtained policy, must include Employers Liability coverage of at least \$1,000,000 per person-accident, \$1,000,000 per person-disease, and \$1,000,000 aggregate-disease.

15.2.2 Such insurance shall comply with the Florida ~~Workers’~~Workers' Compensation Law.

15.3 COMMERCIAL GENERAL, AUTOMOBILE AND EXCESS LIABILITY COVERAGES

15.3.1 FRANCHISEE shall purchase coverage on forms no more restrictive than the latest editions of Commercial General Liability, and Business Automobile Liability policies filed by the Insurance Services Office. The COUNTY shall not be considered liable for any premium payment, entitled to any premium return or dividend and shall not be considered a member of any trust, mutual or reciprocal company. Minimum limits of **\$3,000,000** per occurrence, and per accident, combined single limit of liability must be provided, with Excess Liability insurance coverage making up any difference between policy limits of the underlying ~~policy's~~policy's coverages, versus the total amount of coverage required.

15.3.2 Commercial General Liability coverage must be provided, including: bodily injury and property damage liability for premises, operations, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent, shall provide at least broad form contractual liability applicable to this Agreement, personal injury liability and broad form property damage liability. Coverage shall be written on occurrence-type basis with COUNTY listed as an Additional Insured by an endorsement to such insurance policy.

15.3.3 Business Auto Liability Policy coverage must be provided, including bodily injury and property damage liability arising out of operation, maintenance and/or use of owned, non-owned, hired automobiles and employee non-ownership use, with COUNTY listed as an Additional Insured by an endorsement to such insurance policy.

15.3.4 Excess Liability Insurance coverage shall not be more restrictive than the underlying insurance ~~policies'~~policies' coverages. Excess Liability insurance coverage shall ~~"drop-down"~~ to provide coverage, if and when the underlying liability limits might be exhausted. This coverage shall be written on an occurrence-type basis.

15.4 CERTIFICATES OF INSURANCE

15.4.1 Required insurance coverages shall be documented by use of Certificates of Insurance, providing that COUNTY shall be notified at least 90-days in advance of any cancellation, non-renewal, adverse change or restriction in coverage. For Commercial General Liability and any Excess Liability coverages FRANCHISEE shall, at the option of COUNTY, have ~~FRANCHISEE's~~FRANCHISEE's

insurer(s) to provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of such liability coverages. Further, if a reduction or impairment of any of the aggregate limits of any insurance policy(s) occur, or is anticipated to occur, the FRANCHISEE shall take immediate action to have the reduced or impaired aggregate limit(s) reinstated to the full extent required under this Agreement, or the FRANCHISEE shall be required to immediately purchase additional insurance that will restore, and make available, the required limits of liability. FRANCHISEE shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to COUNTY and shall file with COUNTY the required Certificate(s) of Insurance under the new policies, prior to the effective date of such cancellation, adverse change, non-renewal or restriction.

15.4.2 COUNTY shall be listed as Additional Insured by endorsement on both the Commercial General Liability (and any applicable Excess Liability) insurance coverage policy(s). Also, this Agreement shall be specifically listed on all Certificates. Any deductibles/self-insured retentions in excess of \$10,000 shall be listed on any applicable Certificate. If required by COUNTY, the FRANCHISEE shall have its insurance agent or its insurance company furnish to COUNTY, one complete, signed and dated duplicate-copy of the FRANCHISEE's current and previous insurance policy(s), forms, endorsements, jackets and any other items forming a part of or relating to such policies.

15.4.3 Any wording in a Certificate which would make the notification of any cancellation, adverse change, non-renewal or restriction in coverage to the COUNTY, an option of the insurer, shall be deleted or crossed out by the insurer or by the ~~insurer's~~insurer's employee. The FRANCHISEE shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to COUNTY and shall file with COUNTY, Certificates of Insurance representing the new policies prior to effective date of such cancelation, non-renewal, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to COUNTY, the FRANCHISEE shall, upon instructions of COUNTY, cease all operations under this Agreement until directed in writing by COUNTY to resume operations.

15.4.4 Neither satisfying the purpose of the required insurance, nor the furnishing of such Certificates of Insurance, shall constitute either a partial or a total satisfaction of

~~FRANCHISEE's~~FRANCHISEE's indemnification of COUNTY, as is required in the HOLD HARMLESS and the PAY ON BEHALF OF clauses which are set forth below.

15.4.5 The "Certificate Holder" address should read: Board of County Commissioners of Wakulla County, Florida, Attention: Procurement Department, 3093 Crawfordville Highway, Crawfordville, Florida 32327, with copy to all such persons or entities listed in the Notice Section of this Agreement.

15.5 INSURANCE OF THE FRANCHISEE PRIMARY

15.5.1 The insurance coverage required of the FRANCHISEE shall be considered primary, and all other insurance shall be considered as excess, over and above the FRANCHISEE's coverage. The FRANCHISEE's policies of coverage shall be considered primary as relates to all provisions of this Agreement. If any required insurance coverage is written with deductibles/self-insured retentions, the FRANCHISEE shall be solely, financially responsible for payments and satisfactions of such deductibles/self-insured retentions.

15.6 LOSS CONTROL AND SAFETY

15.6.1 The FRANCHISEE shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees in conjunction with ~~FRANCHISEE's~~FRANCHISEE's activities arising out of, or incurring in connection with this Agreement, as well as the manner in which any activities shall be undertaken. To that end, FRANCHISEE shall not be deemed to be an agent of the COUNTY. Precautions shall be exercised at all times by the FRANCHISEE for the protection of all persons, including its employees, and property. The FRANCHISEE shall make special efforts to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

15.7 HOLD HARMLESS

15.7.1 The FRANCHISEE shall indemnify and hold harmless the COUNTY, its appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily injury, personal injury, or property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or

occurring in connection with, the performance of this Agreement, whether arising solely out of the negligence of the FRANCHISEE or not. ~~The FRANCHISEE's~~, including but not limited to Collection and Disposal activities, operation of the Transfer Station, and payments to displaced haulers pursuant to section 24.12 of this Agreement. The FRANCHISEE's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any insurance coverage. This obligation shall survive any termination, early or otherwise, or expiration or non-renewal of this Agreement.

15.8 PAY ON BEHALF OF COUNTY

15.8.1 FRANCHISEE agrees to pay on behalf of COUNTY, as well as provide a legal defense for COUNTY (both of which will be done only if and when requested by COUNTY) for all claims as described in the Hold Harmless paragraph. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered as being the ~~COUNTY's~~COUNTY's exclusive remedy. This obligation shall survive any termination, early or otherwise, or expiration or non-renewal of this Agreement.

15.9 GENERAL TERMS

15.9.1 Any type of insurance or increase of limits of liability not described above which the FRANCHISEE requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

15.9.2 The carrying of the insurance described shall in no way be interpreted as relieving the FRANCHISEE of any responsibility under this Agreement.

15.9.3 Should the FRANCHISEE engage a Subcontractor or Sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

15.9.4 The FRANCHISEE hereby waives all rights of subrogation against Wakulla County and its consultants and other indemnities of the FRANCHISEE under all the foregoing policies of insurance.

ARTICLE 16. LATE CHARGES AND TERMINATION OF COLLECTION SERVICE

16.1 In the event payment is not made by the owner or occupant of a Single Family Dwelling Unit for any Residential Ancillary Cost or Special Service or any Non-Residential Customer ~~invoiced by~~ **FRANCHISEE** for services rendered by the 30th day following each invoice date, the FRANCHISEE shall send a reminder notice to the owner or occupant of the Single Family Dwelling Unit or Non-Residential Customer along with a copy of the unpaid invoice. If payment is still not received by the 45th day following the original invoice date, FRANCHISEE shall call the owner or occupant of the Single Family Dwelling Unit or Non-Residential Customer to follow up on the unpaid invoice. After 60 days of non-payment, FRANCHISEE shall send the owner or occupant of the Single Family Dwelling Unit or Non-Residential Customer a third copy of the unpaid invoice and call the owner or occupant of the Single Family Dwelling Unit or Non-Residential Customer. After 75 days of non-payment, FRANCHISEE may discontinue Collection and Disposal service ~~to the Non-Residential Customer or discontinue the Residential Ancillary or Special Service to the Single Family Dwelling Unit.~~ Upon 90 days of non-payment, FRANCHISEE may pick up the Non-Residential ~~Customer's~~ Customer's container ~~and any additional receptacles provided to the Single Family Dwelling Unit, other than one Solid Waste Cart and any Recycling Bins.~~ If after 90 days, the Non-Residential Customer pays all arrearages, FRANCHISEE may assess a re-delivery fee as established in Exhibit ~~"B"~~ "A" attached hereto, prior to reinstating the Non-Residential Collection service and re-delivering a container to the Non-Residential Customer. Residential Ancillary and Special Services should be reinstated upon payment of all arrearages.

**ARTICLE 17. INFECTIOUS WASTE HAZARDOUS WASTE,
BIOMEDICAL WASTE, AND BIOLOGICAL WASTE**

17.1 The FRANCHISEE shall not be required to collect and dispose of Infectious Waste, Hazardous Waste, Biomedical Waste, or Biological Waste, but may offer such service in the service area. All Collection and Disposal for those types of wastes identified in this Article, when done by the FRANCHISEE, shall be in strict compliance with all Federal, State and Local laws and regulations.

17.2 The FRANCHISEE shall refuse to collect Solid Waste from a customer if the FRANCHISEE believes that such Solid Waste contains Infectious Waste, Hazardous Waste, Biomedical Waste, or Biological Waste for Collection.

ARTICLE 18. MODIFICATIONS

18.1 MODIFICATIONS TO LEVEL OF SERVICE

18.1.1 The COUNTY, at its sole discretion, may modify the level of Collection provided under the Agreement if it is determined to be in the best interest of the COUNTY or to comply with changes in laws and regulations. The COUNTY and the FRANCHISEE agree to negotiate in good faith any impacts of such modifications and a reasonable timeframe for implementation, and shall reduce same to writing and shall execute same as amendments to this Agreement.

18.2 MODIFICATIONS TO SCOPE OF SERVICE

18.2.1 The COUNTY and FRANCHISEE agree to negotiate an amendment to this agreement should the COUNTY determine, at its sole discretion, that the scope of the Agreement should include Collection not originally included in the Scope of Services of this Agreement. The COUNTY and FRANCHISEE agree to negotiate any impact of such modification of the Scope of Services in good faith, and shall reduce same to writing and shall execute same as amendments to the franchise.

18.2.2 The COUNTY reserves the right to negotiate with the FRANCHISEE to amend this Agreement as may be necessary to achieve the State's recycling goals.

18.2.3 During the term of this Agreement, the COUNTY may wish to conduct pilot studies. The FRANCHISEE shall cooperate with the COUNTY in conducting such pilot studies. If such pilot studies

have cost implications, the FRANCHISEE shall enter into good faith negotiations with the COUNTY for additional services provided by the FRANCHISEE to carry out pilot studies and compensation for same.

ARTICLE 19. COOPERATION/COORDINATION

19.1 The COUNTY and its Contract Manager shall be permitted free access during normal business hours at every facility for the inspection of all work, equipment and facilities of the FRANCHISEE. The FRANCHISEE shall cooperate with the Contract Manager of the COUNTY in every reasonable way in order to facilitate the progress of the work contemplated under this Agreement. The FRANCHISEE shall have at all times a competent and reliable English speaking representative on duty authorized to receive orders and act for FRANCHISEE.

ARTICLE 20. STORMS, DISASTERS AND OTHER CALAMITIES

20.1 In the event excessive amounts of debris have accumulated due to any hurricane or other storm event, natural or manmade disaster, severe disturbance, riot, or other calamity, said debris shall not be included as part of the exclusive franchise with FRANCHISEE. Should the COUNTY choose to utilize the FRANCHISEE to assist in performing debris collection, the Board may direct FRANCHISEE to perform such work, taking into account the ~~FRANCHISEE's~~FRANCHISEE's primary Collection obligations and availability of equipment. Nothing herein shall require COUNTY to utilize FRANCHISEE or prevent the COUNTY from contracting with other parties to perform all or a portion of such work. In the event the COUNTY desires that FRANCHISEE aid the COUNTY's storm cleanup contractor, FRANCHISEE's cleanup activities shall be by way of a written agreement specific to that event. Rates, costs and specific cleanup activities shall be set forth. In the event of such storm or hurricane emergency, the COUNTY reserves the right to assign route or pick-up priorities as deemed necessary by the Contract Manager.

20.2 In case of a storm or other event discussed in this section, the Contract Manager may grant the FRANCHISEE reasonable variance from regular schedules and routes. As soon as practicable after such storm, the FRANCHISEE shall advise the Contract Manager and the customers of the estimated time required before regular schedules and routes can be resumed.

ARTICLE 21. LIQUIDATED DAMAGES

21.1 Any customer complaint will be resolved to the COUNTY's satisfaction within twenty-four (24) hours from the time the FRANCHISEE is notified or it will become a legitimate complaint. If not resolved within twenty-four (24) hours, the COUNTY may impose a \$50 per incident per day liquidated damages assessment. Examples of such occurrences include but are not limited to:

- (a) Failure or neglect to provide Collection to any Dwelling Unit in the service area;
- (b) Failure to clean-up spillage caused by the FRANCHISEE. In addition to the liquidated damage cost, the COUNTY may charge the cost of cleanup of such locations;
- (c) Failure to maintain and/or submit to the COUNTY all documents and reports required under the provisions of the Agreement;
- (d) Failure to clean up leaking vehicle fluids from the FRANCHISEE's vehicles on roads or sides of roads;
- (e) Failure to maintain equipment in a clean condition; and

21.2 Effective December 1, 2011, complaint-related telephone calls received by the COUNTY in excess of twenty-five (25) per week may result, at the COUNTY's discretion, in a \$50 per incident liquidated damages assessment. These liquidated damages assessments will be in addition to any assessments assessed per Paragraph 22.1 of this Agreement. However, complaints resolved within 24-hours of the call shall not count towards the total number of twenty-five.

21.3 In the event the FRANCHISEE wishes to contest such assessment(s), the FRANCHISEE shall, within five (5) calendar days after receiving such notice, request in writing an opportunity to be heard by the County Administrator. In the event the FRANCHISEE wishes to contest the County Administrator's decision, the FRANCHISEE shall, within five (5) calendar days after receiving such notice, request in writing an opportunity to be heard by the Board and present its defense to such assessment(s). The COUNTY's Contract Manager shall notify the FRANCHISEE in writing of any action taken with respect to FRANCHISEE's claims and the decision of the Board will be final.

ARTICLE 22. DEFAULT AND DISPUTE OF THE AGREEMENT

22.1 The COUNTY may terminate this Agreement, except as otherwise provided below in this paragraph, by giving FRANCHISEE fifteen (15) days, advance written notice, upon the happening of any one of the following events:

(a) If more than \$7,500 in liquidated damages have been assessed within the same calendar year; or,

(b) The FRANCHISEE takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking readjustment of its indebtedness under the Federal United States, or any state thereof, or consent to the appointment of a receiver trustee, or liquidator of all or substantially all of its property; or,

(c) By order or decree of a court, the FRANCHISEE shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the FRANCHISEE seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law of statute of the United States or of any state thereof; provided that, if any such judgment is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,

(d) By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or government board, agency, or office having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the FRANCHISEE and such possession of control shall continue in effect for a period of sixty (60) days; or,

(e) The FRANCHISEE shall voluntarily abandon, desert, or discontinue its operation hereunder granted.

22.2 Then such shall be considered a material breach of this Agreement and the Authorized Representative shall notify the FRANCHISEE in writing of the breach. If within a period of fifteen (15)

days the FRANCHISEE has not eliminated the conditions considered to be a breach of contract or having so commenced shall fail thereafter to continue with diligence the curing thereof, the Contract Manager shall notify the Board. After these fifteen (15) days the COUNTY can cause the FRANCHISEE to be obligated to pay the COUNTY the amount specified in the bond and has the authority to terminate this Agreement.

ARTICLE 23. FORCE MAJEURE

23.1 INABILITY TO PERFORM

23.1.1 Except for any payment obligation by either party, if the COUNTY or FRANCHISEE is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the COUNTY or FRANCHISEE to correct the adverse effect of such event of force majeure.

23.2 EVENTS OF FORCE MAJEURE

23.2.1 An event of "force majeure" shall mean the following events or circumstances to the extent that they delay the COUNTY or FRANCHISEE from performing any of its obligations (other than payment obligation) under this Agreement:

(a) Strikes and work stoppages unless caused by a negligent act or omission of FRANCHISEE or its agents or assignments;

(b) Acts of God, tornado, hurricanes, floods, sinkholes, fires and explosions (except those caused by negligence of FRANCHISEE, its agents, and assignments), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;

(c) Acts of public enemy acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities; and,

(d) Suspension, termination or interruption of utilities necessary to the operation of the duties under this Agreement.

(e) Economic hardship of the FRANCHISEE shall not be considered an event of force majeure.

23.3 WRITTEN NOTIFICATION

23.3.1 In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and shall further be required to diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this paragraph, time is of the essence.

ARTICLE 24. OTHER TERMS AND CONDITIONS

~~23.~~24.1 ASSIGNMENT OF FRANCHISE RIGHTS

24.1.1 FRANCHISEE cannot assign, subcontract, sell or transfer its franchise or any right occurring under the Agreement without first obtaining the express written approval of the Board. Assignment shall include any transfer of fifty percent (50%) of stock and control of FRANCHISEE. The Board shall have full discretion to approve or deny, with or without cause, any subcontract, any proposed assignment or assignment by FRANCHISEE. Any assignment or subcontract of this Agreement by the FRANCHISEE without the express written consent of the Board shall be grounds for the Board to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to FRANCHISEE. Upon the date of such notice, this Agreement shall be deemed immediately terminated.

24.2 INDEPENDENT CONTRACTOR

24.2.1 It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the FRANCHISEE as the agent, representative or employee of the COUNTY for any purpose whatsoever. The FRANCHISEE is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

24.2.2 The FRANCHISEE shall be solely responsible for the acts and omissions of its officers, agents, employees, permitted contractors and permitted subcontractors.

24.3 COMPLIANCE WITH STATE, FEDERAL AND MUNICIPAL LAWS

24.3.1 The FRANCHISEE shall comply with all applicable local, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

24.3.2 The FRANCHISEE is required and hereby agrees by execution of this FRANCHISEE to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standard Act as amended and changed from time to time.

24.4 LAW TO GOVERN, VENUE, JURISDICTION

24.4.1 This Agreement shall be governed by the laws of the State of Florida. The parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Wakulla County, Florida, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in Wakulla County, Florida.

24.5 PERMITS AND LICENSES

24.5.1 The FRANCHISEE shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Notwithstanding this requirement,

COUNTY and FRANCHISEE shall make a good faith effort to obtain approval from the Florida Department of Environmental Protection for transfer of the permit for operation of the transfer station from COUNTY to FRANCHISEE.

24.6 NON-DISCRIMINATION PROVISIONS

24.6.1 FRANCHISEE shall not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner, against said FRANCHISEE's employees or applicants for employment (as provided in Title VI of the 1964 Civil Rights Act, and the Florida Human Rights Act of 1977). Furthermore, FRANCHISEE shall comply with all applicable Federal and State Laws, Executive Orders and Regulations prohibiting discrimination as herein above referenced are included by this reference thereto including Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

24.6.2 FRANCHISEE warrants that it is qualified to enter into this Agreement in accordance with the provisions of the Florida Public Entity Crime Statute, Section 287.133, Florida Statutes. FRANCHISEE shall exercise reasonable efforts to use local resources including local subcontractors, local suppliers and material men, and local laborers and if such local resources are available and deliverable in a quantity, quality and cost at least comparable to non-local resources shall be given preference and used in the performance of this Agreement.

24.7 ILLEGAL PROVISIONS

24.7.1 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions has not been sated herein.

24.8 MODIFICATION

24.8.1 ~~The~~[Except as otherwise provided herein, the](#) terms and conditions of this Agreement may be modified from time to time by mutual agreement of the parties as evidenced by a written agreement

duly executed by both parties hereto or their representatives. No modification or amendment of this franchise shall be valid and effective unless evidenced by the require agreement in writing.

24.9 REMEDIES CUMULATIVE

24.9.1 Except as otherwise expressly provided herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other or further exercised thereof.

24.10 HEADINGS

24.10.1 The headings contained in this Agreement are for convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement.

24.11 NOTICES

24.11.1 All notices and consents required or permitted by this Agreement shall be in writing and transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, postage prepaid, and addressed as follows:

If to COUNTY:

Cleve Fleming
Contract Manager
340 Trice Lane
Crawfordville, Florida 32327

With copies to:

County Administrator
3093 Crawfordville Highway
Crawfordville, Florida 32327

And

Wakulla County Attorney
3093 Crawfordville Highway
Crawfordville, Florida 32327

And:

If to FRANCHISEE:

E. Ralph Mills
P.O. Box 380
Midway, Florida 32343

With a copy to: _____

Changes in respective addresses to which such notices may be directed may be made from time to time by either party by notice to the other party.

24.12 DISPLACEMENT OF SOLID WASTE HAULERS

24.12.1 Upon execution of this Agreement by both parties, FRANCHISEE shall pay each displaced Solid Waste hauler an amount equal to the ~~company's~~company's preceding 15 ~~months'~~months' gross receipts upon confirmation of the amount of those receipts, in accordance with section 403.70605, Florida Statutes. The payment required by this paragraph shall be made from funds of FRANCHISEE other than special assessment revenues or revenues obtained through provision of the services required under this Agreement. ~~Currently there are _____ Solid Waste haulers who may be displaced as a result of this Agreement. It is estimated that 15 months' gross receipts for these haulers would be approximately \$_____. It is FRANCHISEE's obligation to work with the haulers to determine the accuracy of these estimates.~~ It shall be FRANCHISEE's sole responsibility to verify a displaced hauler's gross receipts and pay all verified amounts, except as otherwise provided in paragraph 24.12.2.

24.12.2 The COUNTY shall provide FRANCHISEE with notice of any unpaid amounts currently owed by a displaced hauler to the COUNTY whether such fees are comprised of unpaid tipping fees or other charges or amounts arising from the provision of Collection or Disposal services by the displaced

hauler prior to the effective date of this Agreement. Upon receipt of such notice, FRANCHISEE shall, prior to making the displaced hauler payment required in paragraph 24.12.1, pay to the COUNTY such amounts owed to the COUNTY and reduce the amount paid to the displaced hauler accordingly.

24.12.3 FRANCHISEE shall obtain a release in a form satisfactory to COUNTY signed by each displaced hauler upon payment of the amounts required by this section of any and all claims of any kind whatsoever arising in relation to the displacement of such hauler. Furthermore, in the event a displaced hauler's payment is reduced pursuant to paragraph 24.12.2, the release shall reflect such reduction and the displaced hauler shall acknowledge that such reduction is intended and authorized to serve as payment for amounts owed to the COUNTY.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above written.

WAKULLA COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

Clerk or Deputy Clerk

FRANCHISEE:

By: _____

WITNESSES:

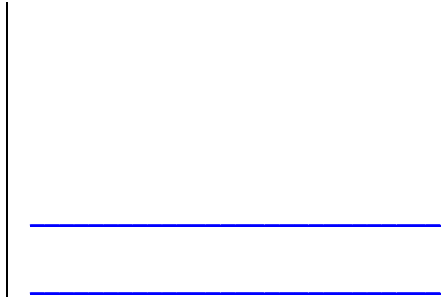


EXHIBIT A

~~**SERVICE AREA**~~

EXHIBIT B

COLLECTION FEES EFFECTIVE OCTOBER 1, 2011

EXHIBIT "B"

DESCRIPTION OF TRANSFER STATION PREMISES

described property:

Commence at the intersection of the Southerly boundary of the 100 foot right-of-way of State Road No. S-375 with the Easterly boundary of Lot 92 of the Hartsfield Survey of Lands in Wakulla County, Florida and thence run South 74 degrees 19 minutes 14 seconds West (bearing base) along said right-of-way boundary 1448.19 feet to a concrete monument for a POINT OF BEGINNING. From said POINT OF BEGINNING run South 01 degrees 46 minutes 54 seconds East 952.67 feet to a concrete monument, thence run South 85 degrees 41 minutes 19 seconds East 246.20 feet to a concrete monument, thence run South 02 degrees 34 minutes 37 seconds West 539.75 feet to a concrete monument, thence run South 85 degrees 40 minutes 52 seconds West 360.45 feet to a concrete monument, thence run North 15 degrees 58 minutes 14 seconds West along an old fence line 1438.85 feet to the Southerly right-of-way boundary of said State Road No. S-375, thence run North 72 degrees 57 minutes 14 seconds East along said right-of-way boundary 489.36 feet, thence run North 74 degrees 19 minutes 14 seconds East along said right-of-way boundary 38.01 feet to the POINT OF BEGINNING containing 14.32 acres more or less.

EXHIBIT C

EXAMPLE

FUEL RATE ADJUSTMENT FOR RESIDENTIAL COLLECTION SERVICE

This example assumes an Index cost per gallon of \$4.05 for the purpose of providing an example only – in application, it would be the Index Cost as of a particular date.

Step 1 Determine the Change in the Energy Information Administration Department Weekly Retail On-Highway Diesel Prices, Gulf Coast Index

Index Cost per Gallon (as of ____)	\$4.05
Base Cost per Gallon	\$4.00
Index Change	\$0.05

Step 2 Determine the Percentage Change to be applied to the Base Cost Per Gallon

Index Change	\$0.05
Divided by Base Cost per Gallon	\$4.00
Percentage Change	1.25%

Step 3 Determine the Adjusted Fuel Rate Component for Residential Collection Service based on 10% of Residential Rate

Fuel Rate Component	\$18.30
Multiplied by % change plus 1	1.0125
Equals Adjusted Fuel Rate Component (rounded to the nearest cent)	\$18.53

Step 4 Calculate Fuel Rate Component Adjustment for Residential Collection Service

Adjusted Fuel Rate Component	\$18.53
Less Contract Fuel Rate Component	\$18.30
Equals Fuel Rate Component Adjustment	\$0.23

Step 5 Calculate Contract Amount Adjustment for Residential Collection Service

Fuel Rate Component Adjustment	\$0.23
Multiplied by Number of Residential Properties on Assessment Roll	_____
Equals Change in Assessment Budget	\$_____

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 26, 2011

To: Honorable Chairman and Members of the Board

From: Timothy Barden, Assistant County Administrator
Heather J. Encinosa, County Attorney

Subject: Request Board Approval to Conduct the Public Hearing and Adopt the Final Assessment Resolution for Solid Waste Services

Statement of Issue:

This agenda item requests Board approval to conduct the Public Hearing and adopt the Final Assessment Resolution for Solid Waste Services. The Final Assessment Resolution for Solid Waste Services adopts the final assessment rates, confirms the method of apportionment established in the Initial Assessment Resolution, certifies the assessment roll, and imposes the lien for the FY 2012 Solid Waste Assessments.

Background:

On May 3, 2010, the Board adopted the Master Assessment Ordinance, which establishes the process for imposition of service and capital assessments.

On August 1, 2011, the Board adopted the Initial Assessment Resolution for Solid Waste Management, Collection and Disposal services, facilities, and programs. On this same date, the BoCC awarded the RFP for solid waste collection and disposal services to Waste Pro of Georgia, Inc. and authorized staff to negotiate a franchise agreement with Waste Pro for residential and non-residential collections and disposal services.

On or before August 16, 2011 the required published notice of the Solid Waste Assessments was published in the Wakulla News. Additionally, on or before August 16, 2011, the required first class mailed notice was sent to every affected property owner within the County, informing them of the assessment to be imposed on their property, the date of the public hearing where they can be heard, and requesting that they contact the County if any corrections are needed on their property specific information (for example, number of dwelling units). More than 12,000 first class notices were mailed to residential property owners within the County. Correcting property information is an important part of the notice process and, to date, the County has processed or is in the process of verifying and/or correcting data on several properties.

Agenda Request: Request Board Approval to Conduct the Public Hearing and Adopt the Final Assessment Resolution for Solid Waste Services

September 6, 2011

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Please note that property data discrepancies are expected to come to light during this notice process and this does **not** mean that the Property Appraiser's data is incorrect or insufficient. The Property Appraiser is charged with maintaining data for valuation purposes only, not for purposes of the County's non-ad valorem assessment programs. While this tax roll data is the best source of data for building the assessment roll, it is necessary to supplement and interpret this data differently for purposes of the Solid Waste Assessment program, making corrections are welcome and necessary. Staff would like to thank the Property Appraiser and his staff for all of their assistance during this process; their expertise and input has been invaluable.

Analysis:

The Final Assessment Resolution for Solid Waste Services adopts the final assessment rates, confirms the method of apportionment set forth in the Initial Assessment Resolution, certifies the final assessment roll and imposes the lien for the Fiscal Year 2012 assessments. The proposed Final Assessment Resolution also contains a hardship assistance program for low income property owners.

Proposed Rates -- As presented, the Final Assessment Resolution contains the proposed rate of \$196 per dwelling unit for Residential Property. For those properties currently subscribing for residential collection services with a local hauler, this rate will result in a cost reduction. Residential Property includes any property improved with a dwelling unit and containing no more than 4 dwelling units under common roof with the understanding that larger multi-family properties will receive a non-residential collection service.

Non-residential properties are not included in the proposed assessment program at this time because there is not adequate waste generation information available to quantify the assessment amount for these properties. Non-residential properties will be directly billed by the franchised hauler at the approved franchised rates. It's important to note that the approved non-residential rates will result in a cost reduction for the vast majority of non-residential properties.

When adopting the Final Assessment Resolution, the Board can decrease the \$196 per dwelling unit rate, but not increase the rate.

Budgetary Impact:

If the Board adopts the proposed \$196 per dwelling unit rate, this would generate about \$2,397,500.00 in gross revenue. This rate includes the assessment funding requirement of a 5% contingency to account for the statutory requirement that county's budget only 95% and to cover the statutory early payment discounts (4% in November etc.) for non-ad valorem assessments collected on the tax bill.

Agenda Request: Request Board Approval to Conduct the Public Hearing and Adopt the Final Assessment Resolution for Solid Waste Services

September 6, 2011

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Options

1. Conduct the Public Hearing and Adopt the Final Assessment Resolution for Solid Waste Services containing the \$196 per Dwelling Unit Rate Schedule.
2. Do Not Conduct the Public Hearing and Do not Adopt the Final Assessment Resolution for Solid Waste containing the \$196 per Dwelling Unit Rate Schedule.
3. Board Direction.

Recommendation

Option #1

Attachments:

1. Final Assessment Resolution for Solid Waste Services

WAKULLA COUNTY, FLORIDA

**FINAL ASSESSMENT RESOLUTION
SOLID WASTE**

ADOPTED SEPTEMBER 6, 2011

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RESOLUTION NO. ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, RELATING TO THE MANAGEMENT, COLLECTION, AND DISPOSAL OF SOLID WASTE IN THE UNINCORPORATED AREAS OF WAKULLA COUNTY, FLORIDA AND WITHIN THE CITY OF SOPCHOPPY, FLORIDA; ESTABLISHING THE RATE OF ASSESSMENT; IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY LOCATED WITHIN THE COUNTY AND THE CITY OF SOPCHOPPY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011; PROVIDING FOR HARDSHIP ASSISTANCE; APPROVING THE ASSESSMENT ROLL; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (the "Board") of Wakulla County, Florida (the "County"), has enacted the Master Service Assessment Ordinance, Ordinance No. 2010-04 (the "Ordinance"), which authorizes the imposition of Service Assessments for Solid Waste management, collection, and disposal services, facilities, or programs against certain Residential Property within the County;

WHEREAS, the imposition of a Solid Waste Service Assessment for Solid Waste management, collection, and disposal services, facilities, or programs for each Fiscal Year is an equitable and efficient method of allocating and apportioning Solid Waste Costs among parcels of Residential Property;

WHEREAS, the Board desires to impose an assessment program for Solid Waste management, collection, and disposal services, facilities, or programs within the unincorporated areas of the County and within the City of Sopchoppy for Solid Waste

Services using the tax bill collection method for the Fiscal Year beginning on October 1, 2011;

WHEREAS, the Board, on August 1, 2011, adopted Resolution No. 2011-24 (the "Initial Assessment Resolution"), containing a brief and general description of the Solid Waste management, collection, and disposal services, facilities, or programs to be provided to Assessed Property, describing the method of apportioning the Solid Waste Costs to compute the Solid Waste Service Assessment for Solid Waste management, collection, and disposal services, facilities, or programs against Residential Property, designating a rate of assessment, and directing preparation of the Assessment Roll and provision of the notice required by the Ordinance;

WHEREAS, in fulfilling its responsibilities to provide for the proper disposal of Solid Waste, the County has entered into an agreement with a Franchisee for the furnishing of Solid Waste and Recyclable Materials management, collection, and disposal services, facilities, and programs within the County. The County will pay the Franchisee for such services provided to Residential Property and, in turn, separately bills the respective Owners of such Residential Property. Due to widely varied production of Solid Waste among the many and varied types of Non-Residential Property, the Franchisee will bill and collect directly from Owners of Non-Residential Property; and

WHEREAS, pursuant to the provisions of the Ordinance, the County is required to confirm or repeal the Initial Assessment Resolution, with such amendments as the Board deems appropriate, after hearing comments and objections of all interested parties and adopt a Final Assessment Resolution;

WHEREAS, the City of Sopchoppy has indicated its willingness to consent to inclusion within the assessment area for the Solid Waste Service Assessment by ordinance;

WHEREAS, the Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

WHEREAS, notice of a public hearing has been published and, as required by the terms of the Ordinance, mailed to each Owner of Residential Property proposed to be assessed notifying such Owners of their opportunity to be heard, an affidavit regarding the form of notice mailed to each Owner of Residential Property being attached hereto as Appendix A and the proof of publication being attached hereto as Appendix B; and

WHEREAS, a public hearing was held on September 6, 2011, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to Ordinance No. 2010-04; Resolution No. 2011-24; Article VIII, Florida Constitution; sections 125.01 and 125.66, Florida Statutes; the Wakulla County Home Rule Charter and other applicable provisions of law.

SECTION 2. FINDINGS, DEFINITIONS AND INTERPRETATION.

(A) The above findings are true and correct and hereby incorporated herein by reference.

(B) This resolution constitutes the Final Assessment Resolution as defined in the Ordinance. All capitalized words and terms not otherwise defined herein, shall have the meanings defined in the Ordinance and the Initial Assessment Resolution. The definitions in the Initial Assessment Resolution are hereby supplemented by the following definitions:

"Franchisee" shall mean an entity granted a franchise by the County to collect, transport and dispose of Solid Waste within the County, including all unincorporated areas and the City of Sopchoppy upon the City's consent.

"Low-Income Persons" shall mean one or more natural persons, the total adjusted gross household income of which does not exceed 80% of the median adjusted gross income for households within the metropolitan statistical area covering the County as reported by the U.S. Department of Housing and Urban Development or its governmental successor in function.

"Non-Residential Collection Service" shall mean the collection, transportation, and disposal of Solid Waste from Non-Residential Property by the Franchisee to a Solid Waste disposal facility.

"Non-Residential Property" shall mean all Improved Property other than Residential Property.

(C) The definition of "Residential Property" in the Initial Assessment Resolution are hereby replaced by the following definition:

"Residential Property" shall mean all Improved Property that contains a Building or structure with no more than four (4) Dwelling Units under one common roof, except for the Residential Property provided with Non-Residential Collection Service by the Franchisee at the time the Final Assessment Resolution or Annual Assessment Resolution is adopted.

Recreational vehicles not located in recreational vehicle parks and mobile homes, including those in mobile home parks, shall be considered Residential Property for the purposes of this Resolution.

SECTION 3. IMPOSITION OF SOLID WASTE SERVICE ASSESSMENTS.

(A) The parcels of Residential Property described in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of Solid Waste management, collection, and disposal services, facilities, or programs described in the Initial Assessment Resolution, in the amount of the Solid Waste Service Assessment set forth in the Assessment Roll, a copy of which was present at the above referenced public hearing and is incorporated herein by reference.

(B) It is hereby ascertained, determined and declared that each parcel of Residential Property within the County will be benefited by the County's provision of Solid Waste management, collection, and disposal services, facilities, or programs in an amount not less than the Solid Waste Service Assessment for such parcel, computed in the manner set forth in this Resolution. Adoption of this Final Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit, as set forth in the Ordinance and the Initial Assessment Resolution from the Solid Waste management, collection, and disposal services, facilities, or programs to be provided and a legislative determination that the Solid Waste Service Assessments are fairly and reasonably apportioned among the Residential Properties that receive the special benefit as set forth in the Initial Assessment Resolution.

(C) The method for computing Solid Waste Service Assessments described in the Initial Assessment Resolution is hereby approved.

(D) For the Fiscal Year beginning October 1, 2011, the Solid Waste Cost , which is \$2,397,500.00, shall be allocated among all parcels of Residential Property, based upon each parcels' classification as Residential Property and the number of Dwelling Units for such parcels. An annual rate of assessment equal to \$196.00 for each Dwelling Unit is hereby approved. Solid Waste Service Assessments for Solid Waste management and disposal services, facilities or programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in the Assessment Roll for the Fiscal Year beginning October 1, 2011.

(E) No Solid Waste Service Assessment shall be imposed upon a parcel of Government Property; provided, however, that any properties owned by federal mortgage entities, such as the VA and HUD, due to mortgage foreclosures are held by those governmental entities in a proprietary capacity and therefore shall not be exempt from the Solid Waste Service Assessment. Any shortfall in the expected Solid Waste Service Assessment proceeds due to any reduction or exemption from payment of the Solid Waste Service Assessments required by law or authorized by the Board shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments.

(F) As authorized in Section 3.09 of the Ordinance, interim Solid Waste Service Assessments are also levied and imposed against all Residential Property for which a Certificate of Occupancy is issued after adoption of this Final Assessment Resolution based upon the rates of assessment approved herein.

(G) Solid Waste Service Assessments shall constitute a lien upon the Residential Property so assessed equal in rank and dignity with the liens of all state, county, district or

municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(H) The Assessment Roll, as herein approved, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

SECTION 4. HARDSHIP ASSISTANCE.

(A) It is hereby ascertained, determined, and declared that it is in the best interest of the citizens of the County to assist Low Income Persons who are Owners of homesteaded Residential Property with the financial burden created by the imposition of a Solid Waste Service Assessment.

(B) Accordingly as authorized in Section 2.06 of the Ordinance, there is hereby created an economic hardship program to assist Residential Property owners who meet the definition of Low-Income Persons as established herein. An owner of Residential Property who meets low income level and asset guidelines specified by the County shall be eligible to receive payment of a Solid Waste Service Assessment by the County. Applicants for this hardship assistance shall provide written documentation satisfactory to the County Administrator in order to qualify for such assistance. Any amounts provided for hardship assistance shall be paid by the County from funds other than those generated by the Solid Waste Service Assessment.

(C) Prior to October 1, 2011 and prior to June 1 of each year thereafter, the applicant shall file with the County Administrator an application under oath demonstrating entitlement to hardship assistance as provided herein. Such application shall include the

following:

- (1) The name and address of all Owners of the Residential Property;
- (2) The address and legal description for the Residential Property;
- (3) Proof of Total Household Income from all sources and other documentation

required to demonstrate qualification as a Low-Income Person; and

(4) Such other information relating to the application as may be reasonably requested.

(D) The County Administrator, with the assistance of other members of the administrative staff of the County, shall, within fifteen (15) days after the filing of such application, review the application and such other supporting data that may be filed therewith and make such further investigation as may be reasonably required in order to determine if the applicant is qualified for hardship assistance pursuant to this Section.

(E) The County Administrator shall furnish his or her written decision to such applicant by United States mail, postage prepaid, addressed to the applicant at the address stated on the application on or before the expiration of twenty (20) days following the filing of the application determining if the applicant is or is not qualified for hardship assistance pursuant to this Section.

(F) Any shortfall in the expected Solid Waste Service Assessment proceeds due to any hardship assistance provided herein shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments. In the event a court of competent jurisdiction determines any assistance provided by the Board is improper or otherwise adversely affects the validity of the Solid Waste Service Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of a Solid Waste Service Assessment

upon each affected Tax Parcel in the amount of the Solid Waste Service Assessment that would have been otherwise imposed save for such assistance afforded to such Tax Parcel by the Board.

SECTION 5. CONFIRMATION OF INITIAL ASSESSMENT RESOLUTION. The Initial Assessment Resolution, as supplemented and modified herein, is hereby confirmed.

SECTION 6. MUNICIPAL INCLUSION. The City of Sopchoppy has indicated its willingness to consent to inclusion in the County's Solid Waste Service Assessment Program and has passed its consent ordinance on first reading. In the event, the City does not adopt its consent ordinance after second reading by September 15, 2011, the County Administrator shall take all necessary actions to remove the Tax Parcels of Residential Property within the City from the Assessment Roll.

SECTION 7. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment, the rate of assessment, the Assessment Roll and the levy and lien of the Solid Waste Service Assessments) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Final Assessment Resolution.

SECTION 8. SEVERABILITY. If any clause, section or other part of this resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this resolution.

SECTION 9. EFFECTIVE DATE. This resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED THIS 6th day of September, 2011.

**BOARD OF COUNTY COMMISSIONERS
WAKULLA COUNTY, FLORIDA**

(SEAL)

Mike Stewart, Chair

ATTEST:

Brent X. Thurmond, County Clerk

APPROVED FOR FORM
AND CORRECTNESS

By: _____
Heather J. Encinosa, County Attorney

APPENDIX A

AFFIDAVIT REGARDING NOTICE MAILED TO PROPERTY OWNERS

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Timothy Barden, Sandi Melgarejo, and Charity Moore, who, after being duly sworn, depose and say:

1. Timothy Barden, as Interim County Administrator of Wakulla County, Florida (the "County"), pursuant to the authority and direction received from the Board of County Commissioners, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Master Capital Project and Service Assessment Ordinance adopted by the Board on May 3, 2010 (the "Assessment Ordinance") and in conformance with the Initial Assessment Resolution adopted by the Board on August 1, 2011 (the "Initial Assessment Resolution").

2. Sandi Melgarejo is Project Coordinator of GSG. GSG has caused the notices required by Sections 2.05 of the Assessment Ordinance to be prepared in conformance with the Initial Assessment Resolution. An exemplary form of such notice is attached hereto. GSG has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the County expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written

objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before August 16, 2011, GSG delivered and directed the mailing of the above-referenced notices by Modern Mailers, Inc. ("Modern Mailers"), in accordance with Sections 2.05 of the Assessment Ordinance, the Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Wakulla County Property Appraiser for the purpose of the Wakulla and collection of ad valorem taxes. Notices to property owners receiving multiple individual notices were mailed, or caused to be mailed by GSG on or before August 16, 2011.

4. Charity Moore is Production Manager of Modern Mailers. As directed above, Modern Mailers, mailed or caused to be mailed on or before August 16, 2011, the above-referenced notices delivered to Modern Mailers by GSG.

FURTHER AFFIANTS SAYETH NOT.

Timothy Barden, affiant

Sandi Melgarejo, affiant

Charity Moore, affiant

STATE OF FLORIDA
COUNTY OF WAKULLA

The foregoing Affidavit of Mailing was sworn to and subscribed before me this ____ day of _____, 2011 by Timothy Barden, Interim County Administrator, Wakulla County, Florida. He is personally known to me or has produced _____ as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
At Large
My Commission Expires: _____
Commission No.: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me this ____ day of _____, 2011 by Sandi Melgarejo, Project Coordinator, Government Services Group, Inc., a Florida corporation. She is personally known to me or has produced ____ as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
At Large
My Commission Expires: _____
Commission No.: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me this ____ day of _____, 2011 by Charity Moore, Production Manager, Modern Mailers, Inc., a Florida corporation. She is personally known to me or has produced _____ as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
At Large
My Commission Expires: _____
Commission No.: _____

APPENDIX B
PROOF OF PUBLICATION

APPENDIX C

**FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners, or authorized agent of Wakulla County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for solid waste services (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Wakulla County Tax Collector by September 15, 2011.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Wakulla County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ____ day of _____, 2011.

WAKULLA COUNTY, FLORIDA

By: _____
Name
Title

[to be delivered to Tax Collector prior to September 15]

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 19, 2011

To: Honorable Chairman and Members of the Board

From: Pam Portwood, Tourist Development Council Director

Subject: Request Board Approval to Conduct the Public Hearing and Consider Adopting the Proposed Ordinance Increasing the Tourist Development Tax Rate

Statement of Issue:

This agenda item requests Board approval to conduct the Public Hearing and consider adopting the proposed Ordinance increasing the tourist development tax rate.

Background:

On June 6, 2011 the Board of County Commissioners approved a request from the Tourist Development Council to begin the process to increase the tourist development tax (TDT) rate. In accordance with Florida Statutes, the TDT is established by ordinance of the local governing board.

At the July 18, 2011 Board Meeting, the Board approved staff to schedule and advertise a public hearing to consider adopting the proposed Ordinance. The Public Hearing was scheduled for August 15, 2011 and advertised in the Wakulla News on July 28, 2011 as well as the County website. Subsequently, the August 15th Board Meeting was rescheduled, therefore, staff tabled this item to be heard on September 6th. This public hearing was advertised in the Wakulla News on August 18, 2011.

Analysis:

The proposed Ordinance (Attachment #1) provides for the levying of an additional one percent (1%) tourist development tax as authorized by Section 125.0104(3)(d), Florida Statutes effective on the first day of the second month following approval of the ordinance, thereby increasing the TDT from the current two percent (2%) rate to three percent (3%). Additionally, the proposed Ordinance provides for the levying of an additional one percent (1%) TDT as authorized by Section 125.0104(3)(l), Florida Statutes effective on the first day of the sixth month following approval of the ordinance, thereby increasing the TDT from three percent (3%) rate to four percent (4%).

If approved, the additional TDT revenues will be used for increased support and promotion of local events that bring visitors to our area; increase our social marketing efforts; increase production of promotional items such as tear-off maps and videos; increase attendance at travel shows with extended regional and national audiences, improve our website, provide stipends for student internships to maximize contractual service dollars, increase Tourist Development Council Director hours to develop and implement marketing campaigns, and continue the most effective ad campaigns

started with prior years grant funding.

Budgetary Impact:

The budgetary impact of the requested increase to the tourist development tax can only be estimated at this time. Based on current collections, 1% of tourist development tax provides approximately \$20,000 in annual revenue. Therefore, the increases as proposed could generate an additional \$20,000 the first year and \$40,000 additional the years following. Also, the increased marketing and promotion produced by the funding will increase taxable sales in all tourist and travel-related businesses which will increase overall sales tax collected by the county.

Options:

1. Approve to Conduct the Public Hearing and Adopt the Proposed Ordinance to Increase the Tourist Development Tax Rate.
2. Do Not Approve to Conduct the Public Hearing and Do Not Adopt the Proposed Ordinance to Increase the Tourist Development Tax Rate.
3. Board Direction.

Recommendation:

Option #1

Attachment

1. Proposed Ordinance

ORDINANCE NO. 2011-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA INCREASING THE TOURIST DEVELOPMENT TAX RATE; LEVYING THE ADDITIONAL ONE PERCENT (1%) TOURIST DEVELOPMENT TAX AUTHORIZED BY SECTION 125.0104(3)(d), FLORIDA STATUTES; LEVYING THE ADDITIONAL ONE PERCENT (1%) TOURIST DEVELOPMENT TAX AUTHORIZED BY SECTION 125.0104(3)(I), FLORIDA STATUTES; AMENDING SECTION 29.045 OF THE WAKULLA COUNTY CODE TO LEVY THE INCREASED TOURIST DEVELOPMENT TAX RATE; PROVIDING FOR NOTICE TO THE DEPARTMENT OF REVENUE; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.0104, Florida Statutes, commonly known as the "Local Option Tourist Development Act," authorizes counties to levy certain taxes on properties rented or leased for periods of six (6) months or less; and

WHEREAS, pursuant to Ordinance No. 94-46, adopted on December 19, 1994 and amended by Ordinance No.s 96-4, 96-12, 96-26, and 09-10, the Board of County Commissioners of Wakulla County, Florida, adopted a Tourist Development Tax rate of two percent (2%), which has been levied for more than three (3) years; and

WHEREAS, the ordinances relating to the Tourist Development Tax have been codified in Article III of Chapter 29 of the Wakulla Code of Ordinances; and

WHEREAS, Section 125.0104, Florida Statutes, authorizes Wakulla County to levy, by ordinance, up to an additional three percent (3%) Tourist Development Tax; and

WHEREAS, it is the intent of the Board of County Commissioners of Wakulla County, Florida to increase its Tourist Development Tax rate from two percent (2%) to

three percent (3%) pursuant to Section 125.0104(3)(d), Florida Statutes, and ultimately from three percent (3%) to four percent (4%) pursuant to Section 125.0104(3)(l), Florida Statutes; and

WHEREAS, the Board of County Commissioners of Wakulla County, Florida, specifically finds that said increase in the Tourist Development Tax is in the best interest of Wakulla County, Florida and its citizens and is necessary to implement the County's adopted plan of tourist development.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. ADOPTION OF A NEW TOURIST DEVELOPMENT TAX RATE.

Section 29.045 of the Wakulla County Code is hereby amended to increase the rate of the Tourist Development Tax in accordance with Sections 125.0104(3)(d) and (3)(l), Florida Statutes, as follows:

(A) Effective on first day of the second month following approval of this Ordinance, the Tourist Development Tax rate in Section 29.045 of the County Code shall be increased from two percent (2%) to three percent (3%).

(B) Effective on the first day of the sixth month following approval of this Ordinance, the Tourist Development Tax rate in Section 29.045 of the County Code shall be increased an additional one percent (1%) from the three percent (3%) approved in paragraph (A) above to four percent (4%).

SECTION 2. NOTICE TO THE DEPARTMENT OF REVENUE. The Clerk of the Circuit Court shall submit a copy of this Ordinance within ten (10) days of its adoption to the Florida Department of Revenue and the Wakulla County Tax Collector.

SECTION 3. REPEAL OF CONFLICTING ORDINANCES. All ordinances, or parts of ordinances, in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 4. SEVERABILITY OF PROVISIONS. If any subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held or declared to be unconstitutional, invalid or void, such holding or invalidity shall not affect the remaining portions of this Ordinance, and the unconstitutional, invalid or void provisions shall be deemed to have been severed herefrom, and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be valid, as if such part or parts has not been included herein. If this Ordinance or any provisions hereof shall be held inapplicable to any person, group or persons, property, or kind of property, circumstances, or set of circumstances, such holding shall not affect the application hereof to any other person, property, or circumstances.

SECTION 5. INCLUSION IN THE WAKULLA COUNTY CODE. It is the intention of the Board of County Commissioners and is hereby ordained that the provisions of this ordinance shall become and be made a part of the Wakulla County Code of Ordinances, and the sections of this ordinance may be renumbered to accomplish said intention.

SECTION 6. EFFECTIVE DATE OF ORDINANCE. This Ordinance shall take effect immediately upon its passage by the extraordinary vote of the Board of County Commissioners of Wakulla County, after due notice and publication, in regular meeting, and upon filing with the Florida Department of State.

PASSED AND DULY ENACTED by the Board of County Commissioners of
Wakulla County, Florida in regular session, this ____ day of _____, 2011.

WAKULLA COUNTY
BOARD OF COUNTY COMMISSIONERS

Mike Stewart, Chairman

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Brent X. Thurmond
Clerk of Court

Heather J. Encinosa
County Attorney

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 19, 2011

To: Honorable Chairman and Members of the Board

From: Timothy P. Barden, Interim County Administrator
Cleve Fleming, Public Works Project Director

Subject: Request Board Approval to Conduct the Public Hearing and Consider Placement of Traffic Calming Devices on Revell Road and Carriage Drive (The Farm) Paid for by the Residents

Statement of Issue:

This agenda item requests Board approval to conduct the public hearing and consider approving installment of traffic calming devices on Revell Road and Carriage Drive in the Farm Subdivision which will be fully funded by the residents.

Background:

On August 1, 2005, the Board of County Commissioners approved a policy and procedure for installation of speed control devices. The policy reads as follows:

1. A citizen desiring to have speed control devices installed on a particular road must first check with the Planning Department and ascertain that the road they desire the calming devices on is classified as a local County road. Only local County roads will be considered.
2. Once a written request is completed and submitted to the County Administrator's Office, the Administrator will request the Wakulla County Public Works Office to conduct a speed survey. The survey must be conducted during both a weekday and a weekend day. A road will be determined to have a problem when 25% or more of the drivers exceed the posted speed limited by 5 MPH or more.
3. Once a road is determined to have a speed problem, citizens desiring to have speed control devices installed on a particular road or road section must obtain a "Traffic Calming Device" petition from the County Administrator's Office. They must obtain signatures of at least 75% of the residents fronting the section of proposed roadway.
4. After receipt of the complete and verified petition, the County Administrator will advertise the public roadway being considered for speed control devices at least two weeks in advance of a Board of County Commissioners Meeting.
5. The County will erect signs stating that speed control devices are being considered for this section of roadway with a public hearing date schedule. The signs will remain in place for two weeks to advise all concerned citizens of the proposed action.
6. The County Administrator is responsible for enacting the decision of the Board.

Analysis:

The residents of the Farms Subdivision have requested traffic Calming Devices to be placed on Revell Road and Carriage Drive per the Board's Policy and Procedure. In addition, the traffic data requirements outlined in the County's policy have been met. At the August 16, 2011 Board Meeting, the Board approved staff to schedule and advertise this public hearing. The public hearing was advertised in the Wakulla News on August 25, 2011 and on the County website.

During a three day survey conducted on Revell Road, the average daily traffic count was as follows: Saturday 284 trips, Sunday 118 trips, and Monday 127 trips. The traffic data analysis indicates that the percentage of traffic exceeding the posted speed limit of 25 MPH is as follows: Saturday 48.59%, Sunday 43.22%, and Monday 51.18%.

The Farms Subdivision HOA has agreed to purchase and install the traffic calming devices; however, is still required to meet the policy requirement which includes this public hearing before the BOCC. Public Works role will be to provide oversight to ensure there is no damage to the roads.

Budgetary Impact:

None. The residents are purchasing and installing the traffic calming devices.

Options:

1. Approve to conduct the Public Hearing and approve The Farms Subdivision HOA to install traffic calming devices on Revell Road and Carriage Drive in the Farms Subdivision to be fully funded by the Residents.
2. Do not conduct the Public Hearing and do not approve The Farms Subdivision HOA to install traffic calming devices on Revell Road and Carriage Drive in the Farms Subdivision to be fully funded by the Residents.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Signed Petition for Installation of Devices
2. Attached Survey of Traffic Speed

**PETITION
TO
THE WAKULLA COUNTY PUBLIC WORKS
ROAD AND BRIDGE DEPARTMENT
FOR
INSTALLATION OF TRAFFIC CALMING DEVICES**

We, The Undersigned Property Owners (Residents) on Revell Road between Martin Luther King, Jr. Memorial Road and Highway 61, hereby request Wakulla County to install Traffic Calming Devices along this section of the above mentioned roadway.

<u>Name</u>	<u>Phone #</u>	<u>Address</u>	<u>Owner/Renter</u>
Mark	339-2719	111 Revell Road, Crawfordville, FL	OWNER
Jenny Belker	926-1490	115 Revell Road, Crawfordville, FL	owner
		119 Revell Road, Crawfordville, FL	
Rufus B...	926-2921	129 Revell Road, Crawfordville, FL	OWNER
Gerald E. ...	926-8892	141 Revell Road, Crawfordville, FL	owner
Tom Hamilton	926-9067	219 Revell Road, Crawfordville, FL	Owner
Hugh Catcher	926 7712	227 Revell Road, Crawfordville, FL	Owner
Scott Green	926-8372	235 Revell Road, Crawfordville, FL	owner
		241 Revell Road, Crawfordville, FL	owner
DEXTER HARRELL	926-6558	251 Revell Road, Crawfordville, FL	OWNER
ROBERT L. LONES	926-5490	261 Revell Road, Crawfordville, FL	OWNER
		275 Revell Road, Crawfordville, FL	
Dan M. ...	926-4744	287 Revell Road, Crawfordville, FL	owner
		295 Revell Road, Crawfordville, FL	
Jerry ...		305 Revell Road, Crawfordville, FL	OWNER
Frank M. ...		311 Revell Road, Crawfordville, FL	926-3590 OWNER

~~NA~~

NA

out of town

NA

NA

~~NA~~

22

**PETITION
TO
THE WAKULLA COUNTY PUBLIC WORKS
ROAD AND BRIDGE DEPARTMENT
FOR
INSTALLATION OF TRAFFIC CALMING DEVICES**

We, The Undersigned Property Owners (Residents) on Revell Road between Martin Luther King, Jr. Memorial Road and Highway 61, hereby request Wakulla County to install Traffic Calming Devices along this section of the above mentioned roadway.

<u>Name</u>	<u>Phone #</u>	<u>Address</u>	<u>Owner/Renter</u>
<i>[Signature]</i>	(850) 926-9499	120 Revell Road, Crawfordville, FL	owner
NA <i>[Signature]</i>		128 Revell Road, Crawfordville, FL	owner
<i>[Signature]</i>	926-9019	132 Revell Road, Crawfordville, FL	owner
<i>[Signature]</i>	457-6770	138 Revell Road, Crawfordville, FL	owner
<i>[Signature]</i>	926-7114	146 Revell Road, Crawfordville, FL	owner
<i>[Signature]</i>	926-9021	154 Revell Road, Crawfordville, FL	owner
Not interested		166 Revell Road, Crawfordville, FL	
<i>[Signature]</i>	(SAME AS THOSE INSTALLED ON TRIFLINGER)	174 Revell Road, Crawfordville, FL	owner
<i>[Signature]</i>	926-4647	182 Revell Road, Crawfordville, FL	owner
<i>[Signature]</i>	545-6809	190 Revell Road, Crawfordville, FL	renter
NA		208 Revell Road, Crawfordville, FL	

27 total residents
Signatures

77 %

PETITION TO THE WAKULLA COUNTY PUBLIC WORKS ROAD AND BRIDGE DEPARTMENT FOR INSTALLATION OF TRAFFIC CALMING DEVICES

We, The Undersigned Property Owners (Residents) on Carriage Drive between Cajer Posey Road and Equine Drive, hereby request Wakulla County to install Traffic Calming Devices along this section of the above mentioned roadway.

<u>Name</u>	<u>Phone #</u>	<u>Address</u>	<u>Owner/Renter</u>
-------------	----------------	----------------	---------------------

No

6 Carriage Drive, Crawfordville, FL

Had Cooper

12 Carriage Drive, Crawfordville, FL

owner

Allen Smith

24 Carriage Drive, Crawfordville, FL

*926-6374
owner*

**family
rate*

*NOT
PROPER
SIGNATURE
DATE
DATE
DATE*

[Signature]

34 Carriage Drive, Crawfordville, FL

owner

Patricia Bennett

44 Carriage Drive, Crawfordville, FL

Caul Brommy 926-5616

54 Carriage Drive, Crawfordville, FL

own

Don My 980-2534

64 Carriage Drive, Crawfordville, FL

Rent

*NOT
PROPER
SIGNATURE
DATE*

No one lives here

~~76 Carriage Drive, Crawfordville, FL~~

Marwa H. Presta

84 Carriage Drive, Crawfordville, FL

own - 926-8844

R.D. NORRIS

96 Carriage Drive, Crawfordville, FL

own - 926 7446

[Signature]

130 Carriage Drive, Crawfordville, FL

own 926-5785

Ted Howard

134 Carriage Drive, Crawfordville, FL

own 926-4770

[Signature]

148 Carriage Drive, Crawfordville, FL

own 926-7413

Mary Grove

154 Carriage Drive, Crawfordville, FL

745-8753

23 total residents
19 signatures =
82.6 %

**TO
 THE WAKULLA COUNTY PUBLIC WORKS
 ROAD AND BRIDGE DEPARTMENT
 FOR
 INSTALLATION OF TRAFFIC CALMING DEVICES**

We, The Undersigned Property Owners (Residents) on Carriage Drive between Cajer Posey Road and Equine Drive, hereby request Wakulla County to install Traffic Calming Devices along this section of the above mentioned roadway.

<u>Name</u>	<u>Phone #</u>	<u>Address</u>	<u>Owner/Renter</u>
<u>NO</u>		<u>21 Carriage Drive, Crawfordville, FL</u>	
		<u>27 Carriage Drive, Crawfordville, FL</u>	<i>NOT HOME</i>
<u>Jeff Sbo</u>	<u>850 210 9296</u>	<u>41 Carriage Drive, Crawfordville, FL</u>	<u>Owner</u>
<u>Deyon Jackson</u>		<u>51 Carriage Drive, Crawfordville, FL</u>	<u>Owner</u>
<u>Donna Raino</u>	<u>926-5594</u>	<u>59 Carriage Drive, Crawfordville, FL</u>	<u>Owner</u>
<u>Sharon Lease</u>	<u>850-926-3081</u>	<u>107 Carriage Drive, Crawfordville, FL</u>	<u>Owner</u>
<u>Randy Mark</u>		<u>133 Carriage Drive, Crawfordville, FL</u>	<u>OWNER</u>
<u>William Gull</u>		<u>141 Carriage Drive, Crawfordville, FL</u>	<u>Owner</u>
<u>Tom Higgins</u>		<u>149 Carriage Drive, Crawfordville, FL</u>	<u>OWNER</u>
<u>NO</u>		<u>155 Carriage Drive, Crawfordville, FL</u>	



The Farm

Homeowners Association, Inc.

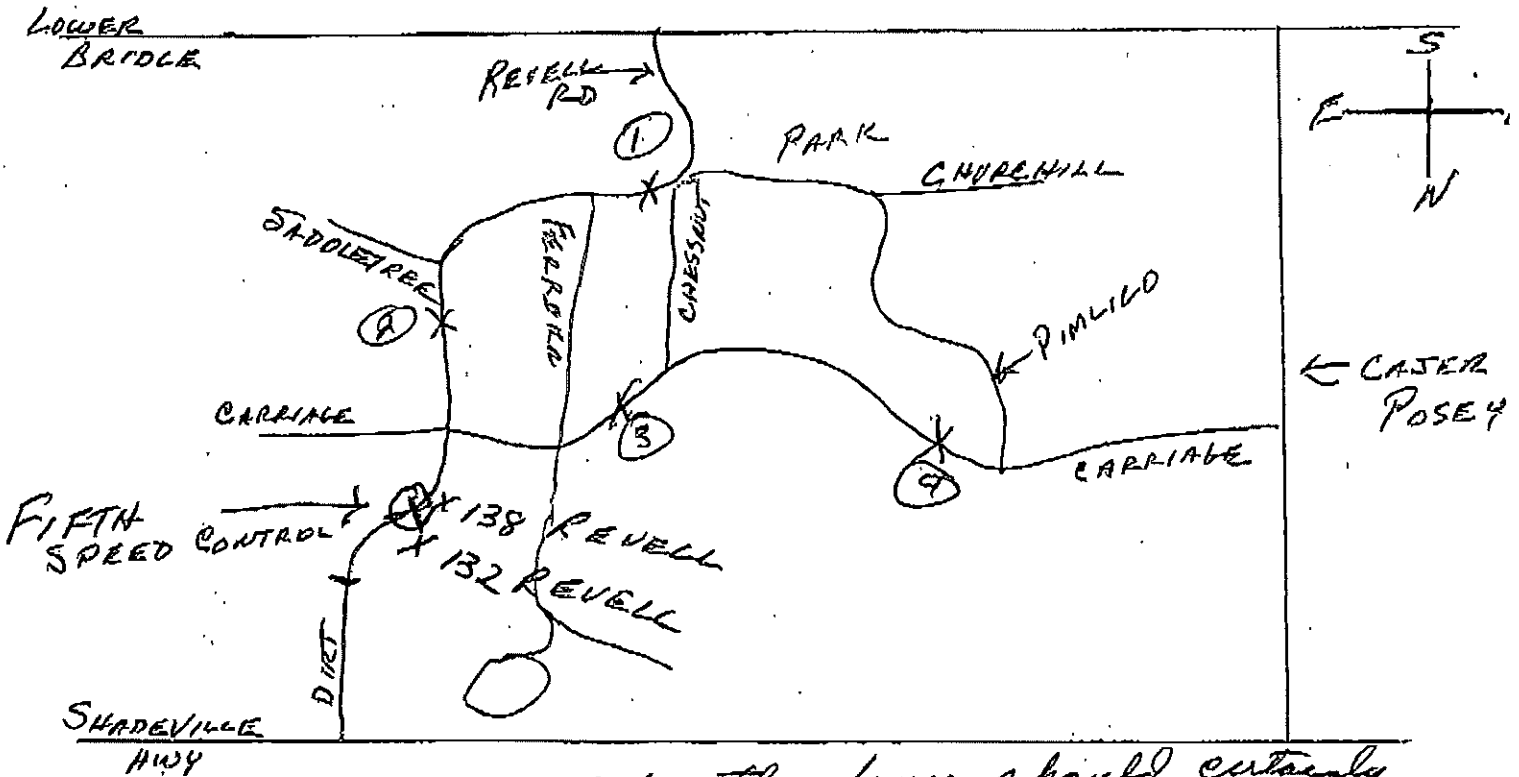


July 18, 2011

Subject: Traffic Control at "The Farm" subdivision.

To: Whomever this concerns,

Traffic patterns and speed studies have already been conducted on both Revell Road and Carriage. I believe four "speed bumps" were or are considered. I would like to propose one additional for a total of five.



The study placement for the four should certainly suffice. My suggestion for the fifth is somewhere between 132 and 138 Revell. Set children lives in this area full time with additional children at times. Thank you for your consideration of this proposal.

Jerry Lucking
F.H.O.A. President 926-9992

Station Name:
 Site ID:061120110000
 Station Num:061120110000

Revell Rd
 South end

Description:

City:

County:

Start Date/Time:06/11/11 00:00

End Date/Time:06/11/11 23:59

SAT.

6/11/2011	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	75 MPH	80 MPH	> 80 MPH	All Speeds
00:00 Lane 1 (North)	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Lane 2 (South)	1	0	0	0	0	0	0	0	0	0	0	0	0	1
All Lanes	1	1	0	0	0	0	0	0	0	0	0	0	0	2
01:00 Lane 1 (North)	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Lane 2 (South)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Lanes	0	0	0	1	0	0	0	0	0	0	0	0	0	1
02:00 Lane 1 (North)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lane 2 (South)	0	1	0	0	0	0	0	0	0	0	0	0	0	1
All Lanes	0	1	0	0	0	0	0	0	0	0	0	0	0	1
03:00 Lane 1 (North)	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Lane 2 (South)	1	0	0	0	0	0	0	0	0	0	0	0	0	1
All Lanes	2	0	0	0	0	0	0	0	0	0	0	0	0	2
04:00 Lane 1 (North)	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Lane 2 (South)	0	0	1	0	0	0	0	0	0	0	0	0	0	1
All Lanes	0	1	1	0	0	0	0	0	0	0	0	0	0	2
05:00 Lane 1 (North)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lane 2 (South)	0	2	0	0	0	0	0	0	0	0	0	0	0	2
All Lanes	0	2	0	0	0	0	0	0	0	0	0	0	0	2
06:00 Lane 1 (North)	2	2	0	0	0	0	0	0	0	0	0	0	0	4
Lane 2 (South)	2	0	0	0	0	0	0	0	0	0	0	0	0	2
All Lanes	4	2	0	0	0	0	0	0	0	0	0	0	0	6
07:00 Lane 1 (North)	8	4	1	0	0	0	0	0	0	0	0	0	0	13
Lane 2 (South)	8	4	1	0	0	0	0	0	0	0	0	0	0	13
All Lanes	16	8	2	0	0	0	0	0	0	0	0	0	0	26
08:00 Lane 1 (North)	11	7	1	0	0	0	0	0	0	0	0	0	0	19
Lane 2 (South)	5	7	1	1	0	0	0	0	0	0	0	0	0	14
All Lanes	16	14	2	1	0	0	0	0	0	0	0	0	0	33
09:00 Lane 1 (North)	5	2	0	0	0	0	0	0	0	0	0	0	0	7
Lane 2 (South)	7	2	1	1	0	0	0	0	0	0	0	0	0	11
All Lanes	12	4	1	1	0	0	0	0	0	0	0	0	0	18
10:00 Lane 1 (North)	9	7	1	0	0	0	0	0	0	0	0	0	0	17
Lane 2 (South)	10	6	0	1	0	0	0	0	0	0	0	0	0	17
All Lanes	19	13	1	1	0	0	0	0	0	0	0	0	0	34
11:00 Lane 1 (North)	6	7	0	0	0	0	0	0	0	0	0	0	0	13
Lane 2 (South)	4	4	2	0	0	0	0	0	0	0	0	0	0	10
All Lanes	10	11	2	0	0	0	0	0	0	0	0	0	0	23
12:00 Lane 1 (North)	3	5	0	0	0	0	0	0	0	0	0	0	0	8
Lane 2 (South)	3	2	0	0	0	0	0	0	0	0	0	0	0	5
All Lanes	6	7	0	0	0	0	0	0	0	0	0	0	0	13
13:00 Lane 1 (North)	5	1	3	0	0	0	0	0	0	0	0	0	0	9
Lane 2 (South)	4	2	1	0	0	0	0	0	0	0	0	0	0	7
All Lanes	9	3	4	0	0	0	0	0	0	0	0	0	0	16
14:00 Lane 1 (North)	4	2	1	0	0	0	0	0	0	0	0	0	0	7
Lane 2 (South)	3	7	2	0	0	0	0	0	0	0	0	0	0	12
All Lanes	7	9	3	0	0	0	0	0	0	0	0	0	0	19
15:00 Lane 1 (North)	2	1	0	0	0	0	0	0	0	0	0	0	0	3
Lane 2 (South)	4	1	0	0	0	0	0	0	0	0	0	0	0	5
All Lanes	6	2	0	0	0	0	0	0	0	0	0	0	0	8
16:00 Lane 1 (North)	4	6	0	0	0	0	0	0	0	0	0	0	0	10
Lane 2 (South)	1	3	1	0	0	0	0	0	0	0	0	0	0	5
All Lanes	5	9	1	0	0	0	0	0	0	0	0	0	0	15
17:00 Lane 1 (North)	4	1	0	0	0	0	0	0	0	0	0	0	0	5
Lane 2 (South)	4	1	2	0	0	0	0	0	0	0	0	0	0	7
All Lanes	8	2	2	0	0	0	0	0	0	0	0	0	0	12
18:00 Lane 1 (North)	2	3	2	0	0	0	0	0	0	0	0	0	0	7
Lane 2 (South)	2	2	0	0	0	0	0	0	0	0	0	0	0	4
All Lanes	4	5	2	0	0	0	0	0	0	0	0	0	0	11
19:00 Lane 1 (North)	2	5	1	0	0	0	0	0	0	0	0	0	0	8
Lane 2 (South)	2	1	2	0	0	0	0	0	0	0	0	0	0	5
All Lanes	4	6	3	0	0	0	0	0	0	0	0	0	0	13
20:00 Lane 1 (North)	3	0	0	0	0	0	0	0	0	0	0	0	0	3
Lane 2 (South)	0	2	0	0	0	0	0	0	0	0	0	0	0	2
All Lanes	3	2	0	0	0	0	0	0	0	0	0	0	0	5
21:00 Lane 1 (North)	2	0	0	0	0	0	0	0	0	0	0	0	0	2
Lane 2 (South)	4	2	0	0	0	0	0	0	0	0	0	0	0	6
All Lanes	6	2	0	0	0	0	0	0	0	0	0	0	0	8
22:00 Lane 1 (North)	6	2	1	0	0	0	0	0	0	0	0	0	0	9
Lane 2 (South)	2	3	0	0	0	0	0	0	0	0	0	0	0	5
All Lanes	8	5	1	0	0	0	0	0	0	0	0	0	0	14
23:00 Lane 1 (North)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lane 2 (South)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Lanes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	146	109	25	4	0	0	0	0	0	0	0	0	0	284
Percentages	51.41%	38.38%	8.80%	1.41%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%

Station Name:
 Site ID:061120110000
 Station Num:061120110000
 Description:
 City:
 County:
 Start Date/Time:06/12/11 00:00
 End Date/Time:06/12/11 23:59

Sun

6/12/2011	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	75 MPH	80 MPH	> 80 MPH	All Speeds
00:00 Lane 1 (North)	1	1	0	0	0	0	0	0	0	0	0	0	0	2
Lane 2 (South)	2	0	0	0	0	0	0	0	0	0	0	0	0	2
All Lanes	3	1	0	0	0	0	0	0	0	0	0	0	0	4
01:00 Lane 1 (North)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lane 2 (South)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Lanes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 Lane 1 (North)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lane 2 (South)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Lanes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00 Lane 1 (North)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lane 2 (South)	1	0	0	0	0	0	0	0	0	0	0	0	0	1
All Lanes	1	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00 Lane 1 (North)	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Lane 2 (South)	1	0	0	0	0	0	0	0	0	0	0	0	0	1
All Lanes	2	0	0	0	0	0	0	0	0	0	0	0	0	2
05:00 Lane 1 (North)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lane 2 (South)	1	0	0	0	0	0	0	0	0	0	0	0	0	1
All Lanes	1	0	0	0	0	0	0	0	0	0	0	0	0	1
06:00 Lane 1 (North)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lane 2 (South)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Lanes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:00 Lane 1 (North)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lane 2 (South)	0	1	0	0	0	0	0	0	0	0	0	0	0	1
All Lanes	0	1	0	0	0	0	0	0	0	0	0	0	0	1
08:00 Lane 1 (North)	1	1	0	0	0	0	0	0	0	0	0	0	0	2
Lane 2 (South)	2	2	0	0	0	0	0	0	0	0	0	0	0	4
All Lanes	3	3	0	0	0	0	0	0	0	0	0	0	0	6
09:00 Lane 1 (North)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lane 2 (South)	2	1	0	0	0	0	0	0	0	0	0	0	0	3
All Lanes	2	1	0	0	0	0	0	0	0	0	0	0	0	3
10:00 Lane 1 (North)	3	1	0	0	0	0	0	0	0	0	0	0	0	4
Lane 2 (South)	3	0	1	0	0	0	0	0	0	0	0	0	0	4
All Lanes	6	1	1	0	0	0	0	0	0	0	0	0	0	8
11:00 Lane 1 (North)	2	2	0	0	0	0	0	0	0	0	0	0	0	4
Lane 2 (South)	3	3	1	0	0	0	0	0	0	0	0	0	0	7
All Lanes	5	5	1	0	0	0	0	0	0	0	0	0	0	11
12:00 Lane 1 (North)	2	1	0	0	0	0	0	0	0	0	0	0	0	3
Lane 2 (South)	0	1	0	0	0	0	0	0	0	0	0	0	0	1
All Lanes	2	2	0	0	0	0	0	0	0	0	0	0	0	4
13:00 Lane 1 (North)	2	1	0	0	0	0	0	0	0	0	0	0	0	3
Lane 2 (South)	2	1	0	0	0	0	0	0	0	0	0	0	0	3
All Lanes	4	2	0	0	0	0	0	0	0	0	0	0	0	6
14:00 Lane 1 (North)	3	1	1	1	0	0	0	0	0	0	0	0	0	6
Lane 2 (South)	3	1	1	0	0	0	0	0	0	0	0	0	0	5
All Lanes	6	2	2	1	0	0	0	0	0	0	0	0	0	11
15:00 Lane 1 (North)	3	3	2	0	0	0	0	0	0	0	0	0	0	8
Lane 2 (South)	2	1	0	1	0	0	0	0	0	0	0	0	0	4
All Lanes	5	4	2	1	0	0	0	0	0	0	0	0	0	12
16:00 Lane 1 (North)	5	2	0	0	0	0	0	0	0	0	0	0	0	7
Lane 2 (South)	0	1	0	0	0	0	0	0	0	0	0	0	0	1
All Lanes	5	3	0	0	0	0	0	0	0	0	0	0	0	8
17:00 Lane 1 (North)	1	2	0	0	0	0	0	0	0	0	0	0	0	3
Lane 2 (South)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Lanes	1	2	0	0	0	0	0	0	0	0	0	0	0	3
18:00 Lane 1 (North)	3	2	2	0	0	0	0	0	0	0	0	0	0	7
Lane 2 (South)	3	2	1	0	0	0	0	0	0	0	0	0	0	6
All Lanes	6	4	3	0	0	0	0	0	0	0	0	0	0	13
19:00 Lane 1 (North)	1	2	0	0	0	0	0	0	0	0	0	0	0	3
Lane 2 (South)	5	0	0	0	0	0	0	0	0	0	0	0	0	5
All Lanes	6	2	0	0	0	0	0	0	0	0	0	0	0	8
20:00 Lane 1 (North)	2	2	0	0	0	0	0	0	0	0	0	0	0	4
Lane 2 (South)	2	1	0	0	0	0	0	0	0	0	0	0	0	3
All Lanes	4	3	0	0	0	0	0	0	0	0	0	0	0	7
21:00 Lane 1 (North)	1	2	1	0	0	0	0	0	0	0	0	0	0	4
Lane 2 (South)	0	1	0	0	0	0	0	0	0	0	0	0	0	1
All Lanes	1	3	1	0	0	0	0	0	0	0	0	0	0	5
22:00 Lane 1 (North)	2	0	0	0	0	0	0	0	0	0	0	0	0	2
Lane 2 (South)	2	0	0	0	0	0	0	0	0	0	0	0	0	2
All Lanes	4	0	0	0	0	0	0	0	0	0	0	0	0	4
23:00 Lane 1 (North)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lane 2 (South)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Lanes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	67	39	10	2	0	0	0	0	0	0	0	0	0	118
Percentages	56.78%	33.05%	8.47%	1.69%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%

Station Name:
 Site ID:061120110000
 Station Num:061120110000
 Description:
 City:
 County:
 Start Date/Time:06/13/11 00:00
 End Date/Time:06/13/11 23:59

Mon.

6/13/2011	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	75 MPH	80 MPH	> 80 MPH	All Speeds
00:00 Lane 1 (North)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lane 2 (South)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Lanes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00 Lane 1 (North)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lane 2 (South)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Lanes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00 Lane 1 (North)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lane 2 (South)	1	0	0	0	0	0	0	0	0	0	0	0	0	1
All Lanes	1	0	0	0	0	0	0	0	0	0	0	0	0	1
03:00 Lane 1 (North)	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Lane 2 (South)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Lanes	1	0	0	0	0	0	0	0	0	0	0	0	0	1
04:00 Lane 1 (North)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lane 2 (South)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Lanes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00 Lane 1 (North)	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Lane 2 (South)	0	1	0	0	0	0	0	0	0	0	0	0	0	1
All Lanes	0	1	1	0	0	0	0	0	0	0	0	0	0	2
06:00 Lane 1 (North)	2	0	0	0	0	0	0	0	0	0	0	0	0	2
Lane 2 (South)	3	1	0	0	0	0	0	0	0	0	0	0	0	4
All Lanes	5	1	0	0	0	0	0	0	0	0	0	0	0	6
07:00 Lane 1 (North)	1	2	1	0	0	0	0	0	0	0	0	0	0	4
Lane 2 (South)	5	1	1	0	0	0	0	0	0	0	0	0	0	7
All Lanes	6	3	2	0	0	0	0	0	0	0	0	0	0	11
08:00 Lane 1 (North)	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Lane 2 (South)	1	4	0	0	0	0	0	0	0	0	0	0	0	5
All Lanes	2	4	0	0	0	0	0	0	0	0	0	0	0	6
09:00 Lane 1 (North)	1	1	0	0	0	0	0	0	0	0	0	0	0	2
Lane 2 (South)	1	0	0	0	0	0	0	0	0	0	0	0	0	1
All Lanes	2	1	0	0	0	0	0	0	0	0	0	0	0	3
10:00 Lane 1 (North)	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Lane 2 (South)	0	1	0	0	0	0	0	0	0	0	0	0	0	1
All Lanes	1	1	0	0	0	0	0	0	0	0	0	0	0	2
11:00 Lane 1 (North)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lane 2 (South)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Lanes	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 Lane 1 (North)	1	3	2	0	0	0	0	0	0	0	0	0	0	6
Lane 2 (South)	1	1	1	0	0	0	0	0	0	0	0	0	0	3
All Lanes	2	4	3	0	0	0	0	0	0	0	0	0	0	9
13:00 Lane 1 (North)	2	1	0	1	0	0	0	0	0	0	0	0	0	4
Lane 2 (South)	2	0	1	0	0	0	0	0	0	0	0	0	0	3
All Lanes	4	1	1	1	0	0	0	0	0	0	0	0	0	7
14:00 Lane 1 (North)	1	1	1	0	0	0	0	0	0	0	0	0	0	3
Lane 2 (South)	1	2	0	0	0	0	0	0	0	0	0	0	0	3
All Lanes	2	3	1	0	0	0	0	0	0	0	0	0	0	6
15:00 Lane 1 (North)	3	2	0	0	0	0	0	0	0	0	0	0	0	5
Lane 2 (South)	2	1	0	0	0	0	0	0	0	0	0	0	0	3
All Lanes	5	3	0	0	0	0	0	0	0	0	0	0	0	8
16:00 Lane 1 (North)	3	3	1	0	0	0	0	0	0	0	0	0	0	7
Lane 2 (South)	3	2	3	0	0	0	0	0	0	0	0	0	0	8
All Lanes	6	5	4	0	0	0	0	0	0	0	0	0	0	15
17:00 Lane 1 (North)	2	3	0	0	0	0	0	0	0	0	0	0	0	5
Lane 2 (South)	1	3	2	1	0	0	0	0	0	0	0	0	0	7
All Lanes	3	6	2	1	0	0	0	0	0	0	0	0	0	12
18:00 Lane 1 (North)	1	5	0	0	0	0	0	0	0	0	0	0	0	6
Lane 2 (South)	2	3	0	0	0	0	0	0	0	0	0	0	0	5
All Lanes	3	8	0	0	0	0	0	0	0	0	0	0	0	11
19:00 Lane 1 (North)	0	1	1	0	0	0	0	0	0	0	0	0	0	2
Lane 2 (South)	3	0	1	0	0	0	0	0	0	0	0	0	0	4
All Lanes	3	1	2	0	0	0	0	0	0	0	0	0	0	6
20:00 Lane 1 (North)	7	1	0	0	0	0	0	0	0	0	0	0	0	8
Lane 2 (South)	2	1	0	0	0	0	0	0	0	0	0	0	0	3
All Lanes	9	2	0	0	0	0	0	0	0	0	0	0	0	11
21:00 Lane 1 (North)	1	1	0	0	0	0	0	0	0	0	0	0	0	2
Lane 2 (South)	1	0	0	0	0	0	0	0	0	0	0	0	0	1
All Lanes	2	1	0	0	0	0	0	0	0	0	0	0	0	3
22:00 Lane 1 (North)	2	1	0	0	0	0	0	0	0	0	0	0	0	3
Lane 2 (South)	1	0	0	0	0	0	0	0	0	0	0	0	0	1
All Lanes	3	1	0	0	0	0	0	0	0	0	0	0	0	4
23:00 Lane 1 (North)	2	1	0	0	0	0	0	0	0	0	0	0	0	3
Lane 2 (South)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Lanes	2	1	0	0	0	0	0	0	0	0	0	0	0	3
Total	62	47	16	2	0	0	0	0	0	0	0	0	0	127
Percentages	48.82%	37.01%	12.60%	1.57%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 26, 2011

To: Honorable Chairman and Members of the Board

From: Timothy Barden, Assistant County Administrator
Heather J. Encinosa, County Attorney

Subject: Request Board Approval to Conduct the Final Public Hearing and Adopt the Annual Rate Resolution for Fire Protection Services

Statement of Issue:

This agenda item requests Board approval to conduct the final Public Hearing and adopt the Annual Rate Resolution for Fire Protection Services. The Annual Rate Resolution for Fire Protection Services adopts the final assessment rates, confirms the method of apportionment established in the Preliminary Rate Resolution, certifies the assessment roll, and imposes the lien for the FY 2012 Fire Protection Assessments.

Background:

On May 3, 2010, the Board adopted the Master Assessment Ordinance, which establishes the process for imposition of service and capital assessments.

On August 1, 2011, the Board adopted the Preliminary Rate Resolution, which set the preliminary assessment rates, outlined the apportionment method, set the September 6th public hearing, and provided for the required statutory notice.

On or before August 16, 2011 the required published notice of the Fire Protection Assessments was published in the Wakulla News. Additionally, on or before August 16, 2011, the required first class mailed notices were sent to those property owners who had not been previously noticed, informing them of the assessment to be imposed on their property, the date of the public hearing where they can be heard, and requesting that they contact the County if any corrections are needed on their property specific information (for example, number of dwelling units, square footage for non-residential structures, property use).

Analysis:

Agenda Request: Request Board Approval to Conduct the Final Public Hearing and Adopt the Annual Rate Resolution for Fire Protection Services

September 6, 2011

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The Annual Rate Resolution for Fire Protection Services adopts the final assessment rates, confirms the method of apportionment set forth in the Initial Assessment Resolution, certifies the final assessment roll and imposes the lien for the Fiscal Year 2012 assessments.

Proposed Rates - As presented, the Annual Rate Resolution contains the following rate schedule, which was adopted in the Preliminary Rate Resolution and is expected to generate approximately \$1,189,143.00 in gross assessment revenue:

**\$75 Rate Schedule
Preliminary Rates**

Property Use Categories	Rate Per Dwelling Unit
Residential	\$75.00
Property Use Categories	Rate Per Square Foot
Non-Residential	\$0.06
Property Use Categories	Rate Per Acre
Land	\$0.17

When adopting the Annual Rate Resolution, the Board can decrease these rates, but not increase them. Additionally, this rate scenario includes the following contingency: the assessment funding requirement assumes a 5% contingency to account for the statutory requirement that County's budget only 95% and to cover the statutory early payment discounts (4% in November, 3% in December, 2% in January, and 1% in February) for non-ad valorem assessments collected on the tax bill.

Existing Rates - The Fire Protection Assessment rates that are currently in effect are as follows:

\$61 Rate Schedule

Property Use Categories	Rate Per Dwelling Unit
Residential	\$61.00
Property Use Categories	Rate Per Square Foot
Non-Residential	\$0.05
Property Use Categories	Rate Per Acre

Agenda Request: Request Board Approval to Conduct the Final Public Hearing and Adopt the Annual Rate Resolution for Fire Protection Services

September 6, 2011

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Land

\$0.14

This \$61 rate schedule was estimated to generate approximately \$888,558.00 in net assessment revenue.

Options

1. Conduct the Final Public Hearing and Adopt the Annual Rate Resolution for Fire Protection Services containing the \$75 Rate Schedule.
2. Conduct the Final Public Hearing and Do Not Adopt the Annual Rate Resolution for Fire Protection Services containing the \$75 Rate Schedule.
3. Conduct the Final Public Hearing and Adopt the Annual Rate Resolution for Fire Protection Services containing the Board's Selection Rate Schedule.
4. Board Direction.

Recommendation

Option #1

Attachments:

1. Annual Rate Resolution for Fire Protection Services

WAKULLA COUNTY, FLORIDA

**ANNUAL RATE RESOLUTION
FIRE PROTECTION ASSESSMENTS**

ADOPTED SEPTEMBER 6, 2011

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WAKULLA COUNTY, FLORIDA

RESOLUTION NO. 2011- ____

A RESOLUTION OF WAKULLA COUNTY, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE WAKULLA COUNTY FIRE PROTECTION MUNICIPAL SERVICES BENEFIT UNIT; ESTABLISHING THE RATE OF ASSESSMENT; REIMPOSING FIRE PROTECTION ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE WAKULLA COUNTY FIRE PROTECTION MUNICIPAL SERVICES BENEFIT UNIT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Wakulla County, Florida, (the "Board") has enacted the Master Service Assessment Ordinance, Ordinance No. 2010-04 (the "Ordinance"), which authorizes the imposition of Service Assessments for fire protection services, facilities, and programs against Assessed Property located within the unincorporated area of Wakulla County; and

WHEREAS, the imposition of a Fire Protection Assessment for fire protection services, facilities, and programs each Fiscal Year is an equitable and efficient method of allocating and apportioning Fire Protection Assessed Costs among parcels of Assessed Property; and

WHEREAS, the Board desires to reimpose the Fire Protection Assessment program within the Wakulla County Fire Protection Municipal Service Benefit Unit, as established in Resolution No. 2010-43, using the tax bill collection method for the Fiscal Year beginning on October 1, 2011; and

WHEREAS, the Board adopted Resolution No. 2011-23 on August 1, 2011 (the "Preliminary Rate Resolution"), containing a brief and general description of the fire protection facilities and services to be provided to Assessed Property, describing the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities, and programs against Assessed Property, estimating a rate of assessment, and directing preparation of the Assessment Roll and provision of the notice required by the Ordinance; and

WHEREAS, pursuant to the provisions of the Ordinance, the County is required to confirm or repeal the Preliminary Rate Resolution, with such amendments as the Board deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published and, as required by the terms of the Ordinance, mailed to each property owner proposed to be assessed notifying such property owner of the Owner's opportunity to be heard, an affidavit regarding the form of notice mailed to each property owner being attached hereto as Appendix A and the proof of publication being attached hereto as Appendix B; and

WHEREAS, a public hearing was held on September 6, 2011, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of Master Service Assessment Ordinance, Ordinance No. 2010-04 (the "Ordinance"), the Initial Assessment Resolution (Resolution No. 2010-43), the Final Assessment Resolution (Resolution No. 2010-56), the Preliminary Rate Resolution (Resolution No. 2011-23), Article VIII, Section (6)(e), Florida Constitution, sections 125.01 and 125.66, Florida Statutes, the Wakulla County Home Rule Charter, and other applicable provisions of law.

SECTION 2. DEFINITIONS AND INTERPRETATION. This resolution constitutes the Annual Rate Resolution as defined in Ordinance No. 2010-04. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution.

SECTION 3. REIMPOSITION OF FIRE PROTECTION ASSESSMENTS.

(A) The parcels of Assessed Property described in the updated Assessment Roll which is hereby approved, are hereby found to be specially benefited by the provision of the fire protection services, facilities, and programs described in the Preliminary Rate Resolution in the amount of the Fire Protection Assessment set forth in the updated Assessment Roll, a copy of which was present or available for inspection at the above-referenced public hearing and is incorporated herein by reference.

(B) It is hereby ascertained, determined and declared that each parcel of Assessed Property within the Wakulla County Fire Protection Municipal Service Benefit Unit will be specially benefited by the County's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution. Adoption of this

Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance and the Preliminary Rate Resolution from the fire protection services, facilities, or programs to be provided and a legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(C) The method for computing Fire Protection Assessments described or referenced in the Preliminary Rate Resolution is hereby approved. The Parcel Apportionment methodology described in Section 7 of the Preliminary Rate Resolution is hereby approved.

(D) For the Fiscal Year beginning October 1, 2011, the estimated Fire Protection Assessed Cost to be assessed is \$1,189,143.00. The Fire Protection Assessments to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year commencing October 1, 2011, are hereby established as follows:

Property Use Categories	Rate Per Dwelling Unit
Residential	\$75.00
Rate Per Square Foot	
Non-Residential	\$0.06
Rate Per Acre	
Land	\$0.17

(E) The above rates of assessment are hereby approved. The Fire Protection Assessments for fire protection services, facilities, and programs in the amounts set forth in

the updated Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in the Assessment Roll for the Fiscal Year beginning October 1, 2011.

(F) No Fire Protection Assessment shall be imposed upon a Tax Parcel of Government Property nor upon a Building located on a parcel of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law; however, Government Property that is owned by federal mortgage entities, such as VA and HUD, shall not be exempted from the Fire Protection Assessment. Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law or authorized by the Board shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments.

(G) As authorized in the Ordinance, interim Fire Protection Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Annual Rate Resolution based upon the rates of assessment approved herein.

(H) Fire Protection Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(I) The Assessment Roll as herein approved together with the correction of any errors or omissions as provided for in the Ordinance, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the

Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

SECTION 4. CONFIRMATION OF PRELIMINARY RATE RESOLUTION. The Preliminary Rate Resolution is hereby confirmed.

SECTION 5. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Rate Resolution.

SECTION 6. SEVERABILITY. If any clause, section or other part of this resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this resolution.

SECTION 7. CONFLICTS. That this resolution or parts of resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Annual Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED THIS 6TH DAY OF SEPTEMBER, 2011.

**BOARD OF COUNTY COMMISSIONERS OF
WAKULLA COUNTY, FLORIDA**

(SEAL)

By: _____
Mike Stewart, Chair

ATTEST:

Brent X. Thurmond, County Clerk

APPROVED FOR FORM
AND CORRECTNESS

Heather J. Encinosa, County Attorney

APPENDIX A

AFFIDAVIT REGARDING NOTICE MAILED TO PROPERTY OWNERS

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Timothy Barden and Shannon K. Larson, who, after being duly sworn, depose and say:

1. Timothy Barden, as Interim County Administrator of Wakulla County, Florida ("County"), pursuant to County Ordinance No. 2010-04 (the "Ordinance"), timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Ordinance and in conformance with the Preliminary Rate Resolution adopted by the Board of County Commissioners on August 1, 2011 (the "Preliminary Rate Resolution").

2. Mr. Barden has caused the notices required by the Ordinance to be prepared in conformance with the Preliminary Rate Resolution. An exemplary form of such notice is attached hereto. Mr. Barden has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the County expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before August 16, 2011, Mr. Barden delivered and directed the mailing of the above-referenced notices by Amazing Mail Solution, Inc. ("AMC"), in accordance with Sections 3.05 and 3.08(F) of the Ordinance and the Preliminary Rate Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Wakulla County Property Appraiser for the purpose of the levy and collection of ad valorem taxes

4. Shannon K. Larson is the President of AMC. As directed above, Ms. Larson, mailed or caused to be mailed on or before August 16, 2011, the above-referenced notices delivered to AMC by Wakulla County.

FURTHER AFFIANTS SAYETH NOT.

Timothy Barden, affiant

Shannon K. Larson, affiant

STATE OF FLORIDA
COUNTY OF WAKULLA

The foregoing Affidavit of Mailing was sworn to and subscribed before me this _____ day of _____, 2011 by Timothy Barden, Interim County Administrator, Wakulla County, Florida. He is personally known to me or has produced _____ as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
At Large
My Commission Expires: _____
Commission No.: _____

STATE OF FLORIDA
COUNTY OF WAKULLA

The foregoing Affidavit of Mailing was sworn to and subscribed before me this _____ day of _____, 2011 by Shannon K. Larson, President, Amazing Mail Solutions, Inc., a Florida corporation. She is personally known to me or has produced _____ as identification and did take an oath.

Printed Name: _____
Notary Public, State of Florida
At Large
My Commission Expires: _____
Commission No.: _____

APPENDIX B
PROOF OF PUBLICATION

APPENDIX C

**FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners, or authorized agent of Wakulla County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for fire protection services (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Wakulla County Tax Collector by September 15, 2011.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Wakulla County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ____ day of _____, 2011.

WAKULLA COUNTY, FLORIDA

By: _____
Chairman

[to be delivered to Tax Collector prior to September 15]

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 19, 2011

To: Honorable Chairman and Members of the Board

From: Brent X. Thurmond, Clerk of Court

Subject: Approval of Minutes from the August 16, 2011 Regular Board Meeting

Statement of Issue:

This agenda item requests Board review and approval of the minutes of the August 16, 2011 Regular Board Meeting (Attachment #1).

Options:

1. Approve the minutes of the August 16, 2011 Regular Board Meeting.
2. Do not approve minutes.
3. Board direction.

Recommendation:

Option #1

Attachment(s)

1. Draft of Minutes – August 16, 2011 Regular Board Meeting.

Draft

Board of County Commissioners
Regular Board Meeting
Tuesday, August 16, 2011

The Board of County Commissioners in and for Wakulla County met for a Regular Scheduled Board Meeting on Tuesday, August 16, 2011 with Chairman Mike Stewart presiding. Present were Commissioners Alan Brock, Lynn Artz, Randy Merritt, and Jerry Moore. Also, present were Interim County Administrator Tim Barden, County Attorney Heather Encinosa and Deputy Clerk Evelyn Evans.

Invocation and Pledge of Allegiance led by Commissioner Stewart.

APPROVAL OF AGENDA

(CD5:05) Commissioner Merritt moved to approve the Agenda with the following modifications/changes: County Attorney – table item one TDC Public Hearing to September 6, 2011
Commissioner Artz – requests to move Todd Kincaid Presentation to end of Awards and Presentations and move her item (10A) to follow his presentation as it is a Resolution Concerning Water Withdrawals Second by Commissioner Brock and the motion carried unanimously, 5/0.

PUBLIC HEARING

1. Request Board Approval to Conduct the Public Hearing and Consider Adopting the Proposed Ordinance Increasing the Tourist Development Tax Rate – table to September 6, 2011 meeting

AWARDS AND PRESENTATIONS

(CD5:05) New Edition of Resource Directory – Gail Campbell, Wakulla County Coalition for Youth

(CD5:10) Presentation by Jason Zauder with 211 Big Bend – Non-profit 24 hour hot line for persons that need help

(CD5:14) Presentation Regarding the EDC and Wakulla County – Kevin Vaughn

(CD5:20) Announcement by Covenant Hospice – Lydia Claire Brooks

Covenant Hospice is a not for profit organization and 23 Wakulla citizens took advantage of their program last year. This is a service that people come to when a Doctor has diagnosed a terminal condition and they are in their final six months of life. They will be holding an event on Saturday, August 27, 2011 from 5:00 to 8:00 p.m. at Langford Green right outside FSU Stadium and extended an invitation to the Board.

Announcement of Maritime, Heritage Tourism Symposium by Diane Delaney, Florida Foresight

There will be a full day event on Tuesday, August 30, 2011 from 8-4 FSU Coastal & Marine Lab. The name of the event is “The Ecological, Cultural and Historical Significance of Apalachee Bay”

To register please call 984-0663 or floridaforesight.org, the event is free but there is a \$15.00 charge for lunch.

(CD5:30) Presentation by Todd Kincaid

Wakulla Springs, where the water comes from and some threats to consider

COMMISSIONER ARTZ

(CD5:55) 10a. Request Board Approval of a Resolution Concerning Water Withdrawals

Commissioner Artz moved to table the Resolution concerning water withdrawals as discussed with language changes and place on the next Consent Agenda. Second by Commissioner Brock and the motion carried unanimously, 5/0.

CITIZENS TO BE HEARD

(CD6:29) Rachel Pienta – League of Women’s Voters will host a program at the Wakulla County Library on August 25th at 6:00 p.m.

(CD6:30) Ginny Brock – Issues in Wakulla County and setting standards higher

(CD6:32) Hugh Taylor – Tourist Development Council is a mess and the Clerk’s Office has stepped in and investigated and will not authorize any more payments until the issue is resolved

(CD6:35) Renee Calhoun – Letter from Greg James to Tim Barden and Heather Encinosa regarding the Tourist Development Council

(CD6:38) Garland Burdette – (1) water (2) taxes on citizens and saying no to new taxes

(CD6:40) Howard Kessler – CCOW speaker on Thursday at the Wakulla County Library is Alan Fryer from Concerned Citizens of Franklin County. The social is 6:30 p.m. and the meeting starts at 7:00 p.m.

CONSENT AGENDA

(CD6:42) Commissioner Merritt moved to approve the Consent Agenda, second by Commissioner Brock and the motion carried unanimously, 5/0.

2. Approval of Minutes – August 1, 2011 Regular Board Meeting
Approve

3. Approval of Payment of Bills and Vouchers Submitted for July 28, 2011 – August 10, 2011
Approve Bills and Vouchers submitted for July 28 – August 10, 2011

4. Request Board Approval of the Antidisplacement and Relocation Plan to comply with the Florida Small Cities CDBG Program Application Requirements
Approve – the Antidisplacement and Relocation Plan to comply with the Florida Small cities CDBG Program Application Requirements

5. Request Board Approval of the Section 504 Compliance Policy for the Florida Small Cities CDBG Program
Approve – Section 504 Compliance Policy for the Florida Small Cities CDBG Program

6. Request Board Approval of the Citizens Participation Plan to Comply with the Federal Small Cities CDBG Program Application Requirements
Approve – Citizens Participation Plan to Comply with the Federal Small Cities CDBG Program Application Requirements

7. Request Board Approval of a Resolution authorizing Staff to apply for the State of Florida EMS County Grant and Authorizing the Expenditure of Funds
Approve – Resolution authorizing Staff to apply for the State of Florida EMS County Grant and Authorizing the Expenditure of Funds

8. Request Board Approval to Schedule and Advertise a Public Hearing to consider Resident Paid Traffic Calming Devices to be installed on Revell Road and Carriage Drive
Approve – Schedule and Advertise a Public Hearing to consider Resident Paid Traffic Calming Devices to be installed on Revell Road and Carriage Drive

12. Request Board to advertise a Public Hearing to consider an Ordinance concerning Solid Waste Management, Collection, and Disposal, authorizing the issuance of Franchises, requiring mandatory collection and disposal of Solid Waste Generated within the County, and repealing certain provisions of the existing Solid Waste Code

Approve – advertise a Public Hearing to consider an Ordinance concerning Solid Waste Management, Collection, and Disposal, authorizing the issuance of Franchises, requiring mandatory collection and disposal of Solid Waste Generated within the County, and repealing certain provisions of the existing Solid Waste Code

GENERAL BUSINESS

(CD6:42) 9. Request Board Approval of the Solid Waste and Recycling Collection Agreement with WastePro Presentation only tonight with County Attorney providing the information

(CD7:21) 13. Request Approval to Advertise an Invitation to Bid for Upper Bridge Fencing
Commissioner Brock moved to advertise an Invitation to Bid for Fencing of Upper Bridge with changes as discussed on record. Second by Commissioner Merritt and the motion carried unanimously, 5/0.

COMMISSIONER AGENDA ITEMS

10. COMMISSIONER ARTZ

(CD7:39) b. FWC Grant Application

Commissioner Artz moved to approve submitting the application to FCW for \$13,100 that would allow the burning of the uplands on the County's property on Lawhon Mill Road and increase future possibilities for that land. Second by Commissioner Brock and the motion carried unanimously, 5/0.

11. COMMISSIONER MOORE

a. Request Approval of a Resolution to Rename Shell Point Beach Park - PULLED

COUNTY ATTORNEY - 0

COUNTY ADMINISTRATOR

a. Rod Revell – conditional license has been approved by DBPR

b. TDC & Pam Portwood's Contract – spoke with the Clerk's office regarding the contract and requested an email from the office containing the issues. An amended contract will come back before the Board on September 6, 2011.

DISCUSSION ISSUES BY COMMISSIONERS

(CD7:49) Commissioner Merritt – requesting ESG to see if speed bumps can be done in house

(CD7:50) Commissioner Brock – Information resource or Counseling referral service in the Community call 211 Big Bend Hotline, and Tailgating with a Purpose on Saturday, August 27, 2011 for Covenant Hospice

(CD7:50) Commissioner Moore – Would like to wait until Mr. Edwards comes on Board to hire a Fire Chief and his preference is to hire from within

(CD7:52) Commissioner Stewart – wants to move forward on the Fire Station rehab for Station 8

There being no further business to come before the Board, Commissioner Merritt moved to adjourn; second by Commissioner Brock, and the meeting adjourned by unanimous vote at 7:57 p.m.

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 19, 2011

To: Honorable Chairman and Members of the Board

From: Brent X. Thurmond, Clerk of Court

Subject: Approval of Minutes from the August 16, 2011 5th Budget Workshop for the Tentative FY2011/2012 Budget

Statement of Issue:

This agenda item requests Board review and approval of the minutes of the August 16, 2011 5th Budget Workshop for the Tentative FY2011/2012 Budget (Attachment #1).

Options:

1. Approve the minutes of the August 16, 2011 5th Budget Workshop for the Tentative FY2011/2012 Budget.
2. Do not approve minutes.
3. Board direction.

Recommendation:

Option #1

Attachment(s)

1. Draft of Minutes – August 16, 2011 5th Budget Workshop for the Tentative FY2011/2012 Budget.

Board of County Commissioners
Workshop: 5th Budget for the Tentative
FY2011/2012 Budget
August 16, 2011

The Board of County Commissioners in and for Wakulla County met for a Workshop on Tuesday, August 16, 2011 with Chairman Mike Stewart presiding. Present were Commissioners Alan Brock, Lynn Artz, Randy Merritt, and Jerry Moore. Also, present were Interim County Administrator Tim Barden, County Attorney Heather Encinosa and Clerk Brent X. Thurmond.

Chairman Stewart called the meeting to order at 3:04 p.m.

This is the 5th workshop regarding the preparation of the Final FY2011/2012 budget to be approved by the Board on September 23, 2011.

During the 4th workshop the estimate of \$577,000 was presented as the difference that would have to be adjusted for in order to lower the PST to a rate of 5%. Currently the budget includes having the PST at 10% with a 500-Kilowatt exemption. This workshop presents different percentages with and without exemptions.

There was much discussion on lowering the PST as the Board previously approved setting it at 10% and the discussion revolved around lowering it to 5% or 7%. The Board has received many complaints regarding the amount of taxes that the Board has imposed on citizens this year.

All of the Constitutional Officers were present and spoke about the impact additional cuts will have on their offices. If they have to absorb bigger cuts, they will have to look at additional furloughs for staff or laying them off.

The Board reviewed all of the non-mandated expenditures that are currently in the budget and will cut many of the line items out of this year's budget. They also discussed not hiring a Planning Director this year, saving rental dollars by relocating some of the Sheriff's personnel to the Community Center, and Health Insurance increase with the employees absorbing the increase.

The County Attorney will bring a PST Ordinance back at 7% with the removal of the 500-kilowatt exemption. A Special Board Meeting for Wednesday, August 31, 2011 at 5:00 p.m. with a Public Hearing to consider the proposed Ordinance reducing the PST.

There being no further business to come before the Board, the Chairman adjourned the meeting at 5:53 p.m.

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 19, 2011

To: Honorable Chairman and Members of the Board

From: Brent X. Thurmond, Clerk of Court

Subject: Approval of Minutes from the August 4, 2011 Workshop to Discuss
Implementing a Blue Print 2000 Type Effort in Wakulla County

Statement of Issue:

This agenda item requests Board review and approval of the minutes of the August 4, 2011 Workshop to Discuss Implementing a Blue Print 2000 Type Effort in Wakulla County (Attachment #1).

Options:

1. Approve the minutes of the August 4, 2011 Workshop to Discuss Implementing a Blue Print 2000 Type Effort in Wakulla County.
2. Do not approve minutes.
3. Board direction.

Recommendation:

Option #1

Attachment(s)

1. Draft of Minutes – August 4, 2011 Workshop to Discuss Implementing a Blue Print 2000 Type Effort in Wakulla County.

Board of County Commissioners
Workshop: To Discuss Implementing a Blue
Print 2000 Type Effort in Wakulla County
August 4, 2011

The Board of County Commissioners in and for Wakulla County met for a Workshop on Thursday, August 4, 2011 with Chairman Mike Stewart presiding. Present were Commissioners Alan Brock, Randy Merritt and Jerry Moore. Commissioner Artz was absent. Also, present were Interim County Administrator Tim Barden, County Attorney Heather Encinosa, Deputy Clerks Evelyn Evans and Suzanne Hawkins.

Commissioner Stewart called the Workshop to order at 5:00 p.m. The purpose of the meeting is to inform and educate the Board on implementing a Blue Print 2000 type effort in Wakulla County.

Wakulla County is working on developing its infrastructure to support a walkable and shopable downtown. The County is in need of better roads and sidewalks to make this work. Tallahassee's Blue Print 2000 has been considered a success.

John Shuff was present on behalf of the Chamber of Commerce and thanked the Board for the opportunity to present the implementation concept for the Our Town Vision. This concept was derived from the Tallahassee Blue Print 2000, but is a much smaller scale. The goal of the Chamber is to bring proposals back to the Board for consideration that sets up a referendum for the 2012 ballot implementing a targeted sales tax to fund a long-term project plan.

David Bright, Blue Print 2000 Planning Manager was present to brief the Board on the accomplishments of the program in Tallahassee. The original Blue Print concept came from a group called the Economic and Environmental Consensus Committee. They were a diverse group of 13 local citizens representing business, environmental, and community interests. This group developed a report, which was used for the basis of the Blueprint program as approved by the voters in 2000.

Mr. Bright encouraged the Board to have projects ready and to seek grants.

Mark Mustian, City Commissioner from Tallahassee was involved with the program prior to becoming a City Commissioner and worked on getting the referendum passed. Once the tax passed, D.O.T. had programs they came out with and were interested in working with people that could match their money. This was a great opportunity for this group because they had money.

There was a lot of money spent on improvements to State Roads and the feeling was if they did not do the improvements, nothing would be done by D.O.T. for years. Projects

that were agreed upon by this group were projects that had to be done. If there were any changes to the agreed upon projects there had to be a super majority vote.

Mr. Mustian offered to the Board that projects that are ready to go may be prioritized higher by CRTPA and as they revise their 5-year plan keep the 319 project, show it as funded by others, even if D.O.T. does not have the money.

Paul Johnson requested that the Board direct staff to work with the Chamber of Commerce and the Economic Development Council to try to put an implementation in a budget plan to go forward with the Our Town Plan. The goal is for staff to bring forward a Resolution, with options, to place a referendum on the 2012 ballot to earmark sales tax money to implement Our Town.

This item will come back on the September 6, 2011 Agenda for ratification.

There being no further business to come before the Board, the meeting was adjourned by order of the Chair at 5:37 p.m.

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 19, 2011

To: Honorable Chairman and Members of the Board

From: Brent X. Thurmond, Clerk of Court

Subject: Approval of Minutes from the August 4, 2011 4th Budget Development Workshop for the Tentative FY2011/2012 Budget

Statement of Issue:

This agenda item requests Board review and approval of the minutes of the August 4, 2011 4th Budget Development Workshop for the Tentative FY2011/2012 Budget (Attachment #1).

Options:

1. Approve the minutes of the August 4, 2011 4th Budget Development Workshop for the Tentative FY2011/2012 Budget.
2. Do not approve minutes.
3. Board direction.

Recommendation:

Option #1

Attachment(s)

1. Draft of Minutes – August 4, 2011 4th Budget Development Workshop for the Tentative FY2011/2012 Budget.

Board of County Commissioners
Workshop: 4th Budget for the Tentative
FY2011/2012 Budget
August 4, 2011

The Board of County Commissioners in and for Wakulla County met for a Workshop on Thursday, August 4, 2011 with Chairman Mike Stewart presiding. Present were Commissioners Alan Brock, Randy Merritt and Jerry Moore. Commissioner Artz was absent. Also, present were Interim County Administrator Tim Barden, County Attorney Heather Encinosa, Deputy Clerks Evelyn Evans and Suzanne Hawkins.

Chairman Stewart called the workshop to order at 5:43 p.m.

This is the 4th workshop regarding the Tentative FY2011/2012 budget submitted to the Board on July 15, 2011 and consisted of the following budgeted amounts:

General Fund Budget - \$18,870,747 and is a 5.6% decrease from the previous fiscal year.
Capital Improvement Budget - \$12,307,154 and is a 16.2% from the previous fiscal year.
Total budget - \$44,617,621 and is a 12.4% decrease from the previous fiscal year.

The Clerk's Office did a summary for the past 5 years for FY06-07 vs. FY10-11. The FY2011/12 tentative general fund budget is \$195,138 less than the FY2006/07 budget.

General Fund Revenue Highlights

Ad Valorem revenue was decreased an additional \$22,000 for a total decrease in ad valorem revenue from the previous fiscal year budget to \$971,278 or 9.7%.

State Revenue Sources increased by \$1,320,501 or 29% primarily due to the addition of a Public Service Tax and an increase to the Communication Service Tax (CST). After discussion it was determined that, this should be Local Revenue.

Local Revenue decreased by \$2,444,303 or 16% with big decreases in Planning and Zoning by \$76,000.

There is a big decrease in the Building Department by \$47,000 and that is 50% lower than last fiscal year.

Zero budget fund balance and the Jail Bed Revenue is reduced by \$300,000.

At the last workshop, the Board directed staff to cut the budget by an additional \$409,629 represented by the following cuts across the board that includes Constitutionals. The Board absorbed the Supervisor of Elections cut due to some elections that are coming up.

Position cuts include 7 General Fund positions, 3.5 Building Department positions, 7 Sheriff's Office positions, 9.5 Housing Department positions for a total of 27 cuts in FY2011/12.

Increased Reserves – the total amount of budgeted reserve is \$480,000 which if not spent will fall to fund balance at the end of the year.

Health Insurance Premium Options

Option 1 – CHP with 1% increase with higher co-pays

Option 2 – CHP with 4% increase and no change in co-pays

Option 3 – United Health Care – is slightly cheaper, but has co-pays and a deductible and staff would have to change doctors.

The consensus of the Board was to stay with CHP with a 1% increase and higher co-pays, determine at a later date whether staff or the Board will absorb the increase.

Public Service Tax at 10% - a lengthy discussion ensued regarding decreasing this tax to at least 5% and maintaining the millage rate of 8.75. This would mean another cut of the budget of \$577,000. Mr. Barden said that the additional cuts would mean losing employees and cutting programs.

The Board set another Workshop for 3:00 p.m. on August 15, 2011 and the direction for Mr. Barden is to bring back a list of items that the County pays that is not mandated by the State. The amount that the BOCC needs to cut from their budget is a total of \$207,000. Additional cuts for the Constitutional Officers consist of the following: \$300,000 for the Sheriff's Office, \$12,500 for the Clerk of Court, \$28,000 for the Property Appraiser, \$20,100 for the Tax Collector, and the Supervisor of Elections \$10,000 for a total across the board of \$577,000.00. The Board may have to absorb the \$10,000 for the Supervisor of Elections as he has two elections next year and will not be able to cut another \$10,000 out of his budget.

There being no further business to come before the Board, the meeting adjourned by order of the Chair at 7:47 p.m.

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 19, 2011

To: Honorable Chairman and Members of the Board

From: Brent X. Thurmond, Clerk of Court

Subject: Approval of Minutes from the August 4, 2011 Workshop to Allow the Florida Governmental Utility Authority to Present and Discuss Sewer Ownership

Statement of Issue:

This agenda item requests Board review and approval of the minutes of the August 4, 2011 Workshop to Allow the Florida Governmental Utility Authority to Present and Discuss Sewer Ownership (Attachment #1).

Options:

1. Approve the minutes of the August 4, 2011 Workshop to Allow the Florida Governmental Utility Authority to Present and Discuss Sewer Ownership.
2. Do not approve minutes.
3. Board direction.

Recommendation:

Option #1

Attachment(s)

1. Draft of Minutes – August 4, 2011 Workshop to Allow the Florida Governmental Utility Authority to Present and Discuss Sewer Ownership.

Board of County Commissioners
Workshop: To Allow the Florida Governmental Utility
Authority to Present and Discuss Sewer Ownership
August 4, 2011

The Board of County Commissioners in and for Wakulla County met for a Workshop on Thursday, August 4, 2011 with Chairman Mike Stewart presiding. Present were Commissioners Alan Brock, Randy Merritt and Jerry Moore. Commissioner Artz was absent. Also, present were Interim County Administrator Tim Barden, County Attorney Heather Encinosa, Deputy Clerks Evelyn Evans and Suzanne Hawkins.

Commissioner Stewart called the Workshop to order at 7:50 p.m.

This workshop is to allow Florida Governmental Utility Authority (FGUA) to provide a presentation regarding utility (sewer) ownership.

(CD7:50) The County Attorney read a disclosure regarding her relationship with FGUA and Government Services Group, Inc. (GSG)

The Governmental Utility Authority Concept is a separate utility authorities that are authorized under Section 163.01(7) (g) 1, Florida Statutes. This is an innovative home rule mechanism and Governmental Utility Authorities are governed by a locally appointed Board.

Participating local governments have control over the GUA but do not incur any liability for debt or operations.

The GUA is a multi-jurisdictional entity for utility ownership, operation and management.

Potential motivations for joining a GUA and why the County would be interested are it helps improve infrastructure, customer service and finance. It is an alternative mechanism of public ownership as the County still has a say and control in how it delivers this infrastructure. It provides critical utility resources to local governments. It maintains the benefits of current or future equity in utility systems and allows dedicated focus on utility issues.

The advantages of a GUA is that it enables local government to leverage value of current system(s) and maintain control as the County has a seat on the FGUA Board. It places no burden on local government financial resources. This Authority has independent bonding capacity, and the assets and debt remain solely the responsibility of the GUA, and would not adversely affect the county's credit. It allows the ability to maintain benefit of current or future equity in utility systems. Future system improvements are financed on a tax-exempt basis and they are dedicated to improving utility customer service. They have a pool of professional resources.

The management advantages are centralized management and centralized construction management with the planning and funding of capital improvement programs consistent with local Comprehensive Plans.

The political advantages are that the participating governments potentially capitalize on equity in system and the dollars received are unrestricted. The participating governments can structure inter-local agreement based on local policy preferences. FGUA can build facilities and lease to local governments.

If the County selects FGUA to own and manage the utility system they can have FGUA perform preliminary due diligence. They would come in and look at the system and see what the financial and operational issues are, see if any infrastructure improvements are needed and potential environmental issues. Phase 1 due diligence is a cost to the County of \$15,000.00.

At a future date, the County could re-acquire the utility. This group would also contract with the water systems to continue the billing process.

The Board Members made comments on the fact that the sewer is not making money, rates have recently increased and they need to increase again. Mr. Barden said that there is a revenue problem as the system was expanded years ago and there is no one connecting to it. The loan payment is \$500,000 a year with monies coming out of the operating funds. At this time, the sewer plant needs to be expanded and the Board realizes that they have to take some action.

Cleve Fleming noted that there are presently two-rate study's that have been completed and the Board has never moved forward on. Commissioner Merritt will bring rates up at a future Board Meeting.

There being no further business to come before the Board, the meeting adjourned by order of the Chair at 8:47 p.m.

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 19, 2011

To: Honorable Chairman and Members of the Board

From: Brent X. Thurmond, Clerk of Court

Subject: Approval for Payment of Bills and Vouchers Submitted for August 11, 2011 – August 31, 2011

Statement of Issue:

This agenda item requests Board approval for payment of bills and vouchers submitted for August 11, 2011 – August 31, 2011.

Background:

It is the policy of the Board to pre-approve payment of bills and vouchers prior to the actual release of funds.

Options:

1. Approve payment of bills and vouchers submitted for August 11, 2011 – August 31, 2011.
2. Do not approve payment of bills and vouchers.
3. Board direction.

Recommendation:

Option #1

Attachment(s)

1. Statement of bills and vouchers submitted for August 11, 2011 – August 31, 2011.

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 19, 2011

To: Honorable Chairman and Members of the Board

From: Commissioner Stewart

Subject: Request Board Approval of a Proclamation Declaring September 17-23, 2011 as Constitution Week in Wakulla County

Statement of Issues:

This agenda item requests Board approval of a Proclamation declaring September 17-23, 2011 as Constitution Week in Wakulla County.

Background:

September 17, 2011 marks the two hundred twenty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention. Public Law 915 guarantees the issuing of a Proclamation each year by the President of the United States of America designating September 17-23 as Constitution Week.

Analysis:

It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion.

Budgetary Impact:

None.

Options:

1. Approve the Proclamation declaring September 17-23, 2011 as Constitution Week in Wakulla County.
2. Do not approve the Proclamation declaring September 17-23, 2011 as Constitution Week in Wakulla County.
3. Board Direction.

Recommendation:

Option #1

Attachment(s):

1. Constitution Week Proclamation

WAKULLA COUNTY PROCLAMATION

WHEREAS, September 17, 2011 marks the two hundred twenty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a Proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW THEREFORE, I, Commissioner Mike Stewart by virtue of the authority vested in me as Chairman of the Wakulla County Board of County Commissioners, do hereby proclaim the week of September 17 through 23, 2011 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of this County to be affixed this 6th day of September, 2011.

Wakulla County
Board of County Commissioners

Mike Stewart, Chairman

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 24, 2011

To: Honorable Chairman and Members of the Board

From: Timothy P. Barden, Interim County Administrator
Deborah DuBose, OMB Coordinator

Subject: Request Board Approval of a 30 Day Contract Extension with Inspired Technologies and Approval to Advertise a Request for Proposals for Information Technology Services

Statement of Issue:

This agenda item requests Board approval of a 30 day contract extension with Inspired Technologies and approval to advertise a Request for Proposals for Information Technology Services.

Background:

The County's existing contract for information technology services expires on September 30, 2011. Though the County has contracted with Inspired Technologies for many years, in an effort of fair and open competition staff has made the determination that it is in the best interests of all parties that the market for information technology services be tested by way of issuing a Request for Proposals.

Analysis:

Staff has begun the process of drafting and compiling a Request for Proposals (RFP #2011-22) but will require additional time beyond the existing contract expiration date to finalize the RFP documents, evaluate responses, conduct interviews of responding companies, and bring a recommendation back to the Board for approval. The proposed RFP will address areas such as Support and Maintenance of Existing Network; Network Applications and Business Processes Support; Server Software Maintenance and Configuration; Telephone Support and Maintenance; Training; Backup and Performance Management; Security Management; Asset Management; Help Desk Support and IT Vendor Maintenance.

At this time, staff is requesting approval of the attached contract extension with Inspired Technologies and approval to advertise and issue an RFP for information technology services. The RFP is anticipated to be brought for the Board to award no later than the October 17, 2011 meeting.

Budgetary Impact:

Cost to advertise the RFP in the Wakulla News is approximately \$120 (two ads estimated @ \$60 each) and two Sunday editions of the Tallahassee Democrat is approximately \$400 (estimated at \$200 each). This will also be placed on the County website which will be an estimated \$50. Total estimated expense is \$570.00.

Agenda Request: Request Board Approval of a 30 Day Contract Extension with Inspired Technologies and Approval to Advertise a Request for Proposal for Information Technology Services

September 6, 2011

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Options:

1. Approve the 30 day Contract Extension with Inspired Technologies and Approve to Advertise a RFP for Information Technology Services.
2. Do Not Approve the 30 day Contract Extension with Inspired Technologies and Do Not Approve to Advertise a RFP for Information Technology Services.
3. Board Direction.

Recommendation:

Option #1

Attachment(s):

1. Contract Extension

**EXTENSION OF NETWORK SERVICES CONTRACT WITH
INSPIRED TECHNOLOGIES**

THIS AGREEMENT is entered into this _____ day of _____, 2011, by and between WAKULLA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 3093 Crawfordville Hwy, Crawfordville FL 32327, hereinafter referred to as COUNTY, and INSPIRED TECHNOLOGIES, INC., a Florida for profit corporation, located at 2700 Blairstone Road, Suite E, Tallahassee, FL 32301, hereinafter referred to as INSPIRED, which hereby state as follows:

WHEREAS, COUNTY entered into its current contract for network and maintenance support services (“Service Contract”) with INSPIRED on November 3, 2009; and

WHEREAS, the such Service Contract is set to expire on September 30, 2011; and

WHEREAS, the parties desire to extend the Service Contract for thirty (30) days under the same terms and conditions as the Service Contract, pending completion of a procurement process for information technology services and to provide a transition period for a new vendor in the event INSPIRED is not awarded a new contract under the procurement process.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. The above recitals are incorporated herein and made a part of this Contract.
2. COUNTY and INSPIRED agree that the Service Contract shall be extended for thirty (30) days beginning October 1, 2011, and ending October 30, 2011 (“Extension Term”).
3. COUNTY and INSPIRED agree that all terms and provisions of the Service Contract shall remain in effect during the Extension Term and that each party shall continue to perform all tasks required under the Service Contract during the Extension Term.
4. COUNTY and INSPIRED further agree that in the event a Request for Proposals issued by COUNTY for information technology services results in the award of a contract for such services to a vendor other than INSPIRED, INSPIRED will assist such vendor in transitioning to

provide such services until the end of the Extension Term at the rates approved in the Service Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Attest:

Clerk of the Board

**WAKULLA COUNTY,
a political subdivision
of the State of Florida**

By: _____
Brent X. Thurmond, Clerk

By: _____
Mike Stewart, Chairman

Review as to form and legal sufficiency

By: _____
Heather Encinosa, County Attorney

Attest:

**INSPIRED TECHNOLOGIES, INC.
a Florida for-profit Corporation**

By: _____
Corporate Secretary

By: _____

[Print Name]

[Print Name]

DATE: _____

[Title]
DATE: _____

SEAL

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 17, 2011

To: Honorable Chairman and Members of the Board

From: Pam Portwood, Tourist Development Council Director

Subject: Request Board Approve the Amendment to DEP Agreement Number CM119 Relating to “Wonders of Wakulla-A Nature-and-Heritage Based Marketing Campaign”

Statement of Issue:

This agenda item requests Board approval to amend DEP Agreement Number CM119 relating to “Wonders of Wakulla-A Nature-and-Heritage Based Marketing Campaign”.

Background:

On August 16, 2010, the County Commission approved DEP Agreement No. CM119 to provide funding for “Wonders of Wakulla – A Nature- and Heritage-Based Marketing Campaign”. The Project Budget Narrative originally provided \$45,000 for contractual services that included \$15,000 for additional TDC Director hours spent on the project, \$15,000 for promotional materials, and \$15,000 for advertising expenses. The TDC Director recently requested an amendment that adjusts the budget narrative to reduce the amount for TDC Director hours and add funding for student interns/assistants to prepare articles, press releases, and social media posts. The amendment also clarifies the expenditures and volunteer hours provided as match for the grant.

Analysis:

This amendment does not change the scope of work, the amount of grant funding, or the amount of match funding originally outlined in the agreement (Attachment #1 – Original Project Budget Narrative). The amendment does change the Project Budget Narrative to allow for reimbursement of expenditures for Student Intern/Assistant hours and to clarify the expenditures and volunteer hours that are to be claimed as matching funds (Attachment #2 – Amended Project Budget Narrative). The amendment requires signature by the Chairman of the County Commission.

Budgetary Impact:

The budgetary impact of this amendment is a reduction of \$45 in the contractual services budget category and an increase of \$45 to the supplies category.

Options:

Agenda Request: Request Board Approve the Amendment to DEP Agreement Number CM119
Relating to “Wonders of Wakulla-A Nature-and-Heritage Based Marketing Campaign”
September 6, 2011

Page 2

1. Approve the Amendment to DEP Agreement Number CM119 relating to “Wonders of Wakulla-A Nature-and-Heritage Based Marketing Campaign”.
2. Do not Approve the Amendment to DEP Agreement Number CM119 relating to “Wonders of Wakulla-A Nature-and-Heritage Based Marketing Campaign”.
3. Board Direction.

Recommendation:

Option #1

Attachment

1. Original Project Budget Narrative
2. Amended Project Budget Narrative
3. Amendment to DEP Agreement Number CM119

/pp

Project Budget Narrative: Describe line items for each applicable budget category shown on the budget schedule. Provide sufficient detail to show cost relationship to project activities. Complete for both FCMP and match items, if applicable. If in-kind match is being provided by a third party, a letter from that party confirming the amount and type of that match must be included with this project work plan. **Note: Indirect costs are not allowed as match.**

FCMP Funds

Travel-\$3,000

\$ 2,500 -Travel expenses for tourism writers/photographers/bloggers to attend 4-day media tour of the "Wonders of Wakulla".

\$ 500 -TDC Director's travel expenses to Trade Shows/Conventions.

Supplies-\$2,000

Traveling Exhibit materials for trade show/convention booth, such as folding table, pop-up displays, chair, table cloth, and video monitor.

Contractual Services-\$45,000

\$ 15,000 -TDC Director services for 430 hours @ \$35/hour for time spent on development of Wakulla County Nature- and Heritage-based Tourism Advertising and Distribution Plan, development of tracking mechanisms to identify most effective advertising efforts, TDC meeting preparation and facilitation, time spent at trade shows and conferences, development of media tour, responding to travel editorial leads, development and distribution of press releases, design and development of themed itineraries and multi-day packages, preparation and facilitation of educational programs for and roundtable discussions with local citizens to increase awareness of our natural and cultural resources and the need to preserve these resources, facilitation of purchase/design of trade show booth materials, advertising, and promotional materials, overall coordination of implementation of advertising and distribution plan.

\$ 15,000 -Design and printing of promotional materials

\$ 15,000 -Advertising expenses

Match Funds

Travel \$5,000

\$ 3,500 -Travel expenses to include lodging, meals, equipment rental(kayaks/canoes, snorkeling, horses) provided by local hotels, outfitters and restaurant for media tour

\$ 1,500 - TDC Director's travel expenses to Trade Shows/Conventions, regional tourism marketing group meetings, and statewide tourism conferences.

Contractual Services \$45,000

\$ 17,000 - TDC Director's time- approximately 485 hours @ \$35/hour for time spent on development of Wakulla County Nature- and Heritage-based Tourism Advertising and Distribution Plan, development of tracking mechanisms to identify most effective advertising efforts , TDC meeting preparation and facilitation, time spent at trade shows and conferences, development of media tour, responding to travel editorial leads, development and distribution of press releases, design and development of themed itineraries and multi-day packages, preparation and facilitation of educational programs for and roundtable discussions with local citizens to increase awareness of our natural and cultural resources and the need to preserve these resources, facilitation of purchase/design of trade show booth materials, advertising, and promotional materials, overall coordination of implementation of advertising and distribution plan.

\$ 5,000 - TDC Members and volunteers to provide input for development of the Wakulla County Nature- and Heritage Based Tourism Advertising and Distribution Plan, development of tracking mechanisms to determine return on investment for various marketing strategies, review and approval of promotional materials and ads, participation in media tour and trade shows/conferences - 9 TDC Members and 3-5 volunteers @ approximately \$12/hour for approximately 425total hours .

\$15,000 - Printing of promotional materials and ads

\$ 3,000 - festival and event promotion (prior approval of FCMP required)

\$ 1,000 - Meeting facility rental

\$ 1,500 -Trade show/conference fees

\$ 2,500-Membership fees for regional tourism marketing groups

Project Budget Narrative: Describe line items for each applicable budget category shown on the budget schedule. Provide sufficient detail to show cost relationship to project activities. Complete for both FCMP and match items, if applicable. If in-kind match is being provided by a third party, a letter from that party confirming the amount and type of that match must be included with this project work plan. **Note: Indirect costs are not allowed as match.**

FCMP Funds

Travel-\$3,000

\$ 2,500 -Travel expenses for tourism writers/photographers/bloggers to attend multi-day media tour(s) of the "Wonders of Wakulla".

\$ 500 -TDC Director's travel expenses to Trade Shows/Conventions.

Supplies-\$2,045

Traveling Exhibit materials for trade show/convention booth, such as folding table, pop-up displays, chair, table cloth, and video monitor.

Contractual Services-\$44,955

\$ 10,483 –TDC Director services for 300 hours @ \$35/hour for time spent on development of Wakulla County Nature- and Heritage-based Tourism Advertising and Distribution Plan, development of tracking mechanisms to identify most effective advertising efforts, TDC meeting preparation and facilitation, time spent at trade shows and conferences, development of media tour, responding to travel editorial leads, development and distribution of press releases, design and development of themed itineraries and multi-day packages, preparation and facilitation of educational programs for and roundtable discussions with local citizens to increase awareness of our natural and cultural resources and the need to preserve these resources, facilitation of purchase/design of trade show booth materials, advertising, and promotional materials, overall coordination of implementation of advertising and distribution plan.

\$ 4,472 – Student intern/assistant to prepare articles, press releases, press kit, and web page materials as well as posts, blogs, and videos/photos, etc on Visit Wakulla Facebook, Twitter, and You Tube pages.

\$ 15,000 -Design and production of promotional materials to include tear-off maps, website enhancements, community logos, videos, rack cards, post cards and event calendars.

\$ 15,000 -Advertising expenses

Match Funds

Travel \$5,000

\$ 2,000 -Travel expenses to include lodging, meals, equipment rental(kayaks/canoes, snorkeling, horses) provides by local hotels, outfitters and restaurant for media tour

\$ 3,000 - TDC Director's travel expenses to Trade Shows/Conventions, regional tourism marketing group meetings, and national and statewide tourism conferences.

Contractual Services \$45,000

\$ 22,175 - TDC Director's time- approximately 485 hours @ \$35/hour for time spent on development of Wakulla County Nature- and Heritage-based Tourism Advertising and Distribution Plan, development of tracking mechanisms to identify most effective advertising efforts , TDC meeting preparation and facilitation, time spent at trade shows and conferences, development of media tour, responding to travel editorial leads, development and distribution of press releases, design and development of themed itineraries and multi-day packages, preparation and facilitation of educational programs for and roundtable discussions with local citizens to increase awareness of our natural and cultural resources and the need to preserve these resources, facilitation of purchase/design of trade show booth materials, advertising, and promotional materials, overall coordination of implementation of advertising and distribution plan.

\$ 1,825 - TDC Members and volunteers to provide input for development of the Wakulla County Nature- and Heritage Based Tourism Advertising and Distribution Plan, development of tracking mechanisms to determine return on investment for various marketing strategies, review and approval of promotional materials and ads, participation in media tour and trade shows/conferences - 9 TDC Members and 3-5 volunteers @ approximately \$18/hour for approximately 101 total hours .

\$16,516 – Design & production of promotional materials and ads to include web enhancements, viral marketing materials, print ads, web ads, etc. Design & development of themed itineraries.

- \$ 500 - Meeting facility rental
- \$ 834 -Trade show/conference fees
- \$ 3150-Membership fees for regional tourism marketing groups



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

August 4, 2011

Ms. Pam Portwood
Wakulla County Board of County Commissioners
Tourism Development Council
3093 Crawfordville Hwy.
Crawfordville, Florida 32326

Re: DEP Agreement Number CM119
Wonders of Wakulla-A Nature and Heritage Based Marketing Campaign

Dear Ms. Portwood:

Enclosed for signature are two copies of an amendment to your subgrant agreement. Please execute and return both copies to me as soon as possible. The person signing the amendment for the Grantee and **Partner** agencies must be the signatory on the executed subgrant agreement, **unless the person designated to act as signatory has changed**. If the signatory designee has changed, please return a delegation of authority that indicates the new signatory. I have corrected a typo in the on the amendment, please sign and have your partner agency sign the amendment.

This amendment changes the Project Budget Schedule and Project Budget Narrative. If you have any questions regarding this amendment, please feel free to call me at (850) 245-2180.

Sincerely,

A handwritten signature in black ink that reads "Dornecia Allen". The signature is written in a cursive, flowing style.

Dornecia Allen
Grants Manager
Florida Coastal Management Program

Enclosure

**DEP AGREEMENT NO. CM119
AMENDMENT NO. 1**

THE DEP AGREEMENT No. CM119 entered into on the 25th day of August 2010, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "Grantee") is hereby amended.

WHEREAS, the Grantee determines that it is necessary to amend the Project Budget Schedule and Project Budget Narrative as shown in Attachment A to the original Agreement; and

WHEREAS, the Department, acting as the Florida Coastal Management Program, agrees with the Grantee that the amendment is needed.

NOW, THEREFORE, DEP Agreement No. CM119 is hereby amended as follows:

1. The Project Budget Schedule and Project Budget Narrative in original Attachment A is hereby deleted in its entirety and replaced with the Revised Project Budget Schedule and Project Budget Narrative attached hereto as Attachment A-1 and made part hereof. Any reference to these sections of Attachment A shall be replaced by reference to the corresponding sections of Attachment A-1.

In all other respects, DEP Agreement No. CM119 and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

WAKULLA COUNTY BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
~~Gil McRae, Director~~ *Mike Stewart,*
Chairman

By: _____
Sally B. Mann, Director
Intergovernmental Programs

Date: _____

Date: _____

Dornecia Allen
DEP Grants Manager

APPROVED as to form and legality:

[Signature]

DEP Attorney

ATTACHMENT A-1

PROJECT WORK PLAN
FY 10-11

DEP Agreement # CM119

Project Title: Wonders of Wakulla-A Nature- and Heritage Based Marketing Campaign

Grantee

Organization Name: Wakulla County Board of County Commissioners

Chief Elected Official or Agency Head: ^{Mike Stewart} Howard Kessler, Chairman

Title: Chairman, Board of County Commissioners

Address: Post Office Box 1263

City: Crawfordville

Zip Code: 32327-1263

Area Code and Telephone Number: (850) 926-0919

Area Code and Facsimile Machine Telephone Number: (850) 926-0940

E-Mail Address: ^{mstewart} ~~hkessler~~@mywakulla.com

Project Manager

Organization Name: Wakulla County Tourist Development Council

Name: Pam Portwood

Address: 1184 Lower Bridge Rd.

City: Crawfordville

Zip Code: 32327

Area Code and Telephone Number: (850) 544-6133

Area Code and Facsimile Machine Telephone Number:

E-Mail Address: pportwood@embarqmail.com

Fiscal Agent

Organization Name: Wakulla County Tourist Development Council

Name: Pam Portwood

Address: 1184 Lower Bridge Rd.

City: Crawfordville

Zip Code: 32327

Area Code and Telephone Number: (850) 544-6133

Area Code and Facsimile Machine Telephone Number:

E-Mail Address: pportwood@embarqmail.com

Mailing Address for Warrant (if other than the Grantee address):

County in which project is located: Wakulla **Project is Statewide:** _____

FEID No.: 59-6001874

DUNS No.: 199061706

Scope of Work Information

Abstract Description: Briefly but completely describe the problem to be addressed and the project solution to the problem. Please limit to one page.

In 2007, Wakulla County developed the “Wakulla County Economic & Community Development Plan” that identified nature- and heritage-based tourism development as a major component of the county’s economic and community development strategy. In 2009, the county’s Tourist Development Council (TDC) held a public roundtable meeting to gather input from citizens and tourist-related businesses regarding a marketing strategy for tourism; a comprehensive plan was suggested that identifies and promotes the “Wonders of Wakulla”.

Wakulla County will work with community leaders from St. Marks, Sopchoppy and Panacea to develop a Wakulla County Nature- and Heritage Based Tourism Advertising and Distribution Plan that identifies the promotional needs for each community and addresses public access and resource protection. The County will also increase public education by conducting quarterly meetings with local citizens to increase awareness of the area’s unique natural and historic resources that are central to the community’s economic vitality. Project tasks include:

- 1) Conduct meetings with community leaders from St. Marks, Sopchoppy and Panacea to develop a Wakulla County Nature- and Heritage Based Tourism Advertising and Distribution Plan that identifies the promotional needs for each community and addresses public access and resource protection.
- 2) Design/create promotional materials as outlined in the Wakulla County Nature- and Heritage Based Tourism Advertising and Distribution Plan
- 3) Launch media tour, advertising, printing and distribution of promotional materials.
- 4) Design and develop display(s) for trade shows, conventions and community events.
- 5) Hold quarterly roundtable discussions with local citizens to increase awareness of natural and cultural resources.
- 6) Develop nature- and heritage based promotional themed itineraries and multi-day packages

FCMP funds will be used for travel (for tourism writers/photographers/bloggers) to attend multi-day media tour(s) of the “Wonders of Wakulla” and for TDC Director’s travel to trade show/convention; for supplies (exhibit materials, pop-up displays, video monitor); for contractual services (development of the nature- and heritage-based Plan and tracking mechanisms; for meeting preparation & facilitation; and for design and printing of promotional materials, advertising expenses, etc.).

Non-federal matching funds will be provided from Wakulla County from travel costs; staff salaries (TDC Director, TDC members and volunteers); and from costs for printing,; meeting facility rental; trade show/conference fees; and membership fees for regional tourism marketing groups.

Project Objectives and Related Tasks and Deliverables: List project objective(s) and tasks that will accomplish each objective. Deliverables or work products must be listed.

Objective 1: Development and implementation of the Wakulla County Nature- and Heritage Based Tourism Advertising and Distribution Plan.

Task 1: Hold meetings with community leaders from St. Marks, Sopchoppy and Panacea to develop a Wakulla County Nature- and Heritage Based Tourism Advertising and Distribution Plan that identifies the promotional needs for each community and addresses public access and resource protection.

Deliverables: Meeting agendas, sign-in sheets and minutes; Final draft of the Wakulla County Nature- and Heritage Based Tourism Advertising and Distribution Plan

Task 2: Design/create promotional materials as outlined in the Wakulla County Nature- and Heritage Based Tourism Advertising and Distribution Plan

Task 3: Submit final draft of promotional materials to the FCMP for approval.

Task 4: Launch media tour, advertising, printing and distribution of promotional materials.

Deliverables: Final copies of media ads, IRL addresses, copies of brochures, rack cards, tear-off maps, and visitor guides.

Task 5: Design and develop display(s) for trade shows, conventions and community events.

Deliverable: photos of the display

Task 6: Hold quarterly roundtable discussions with local citizens to increase awareness of natural and cultural resources.

Deliverables: Meeting agendas, sign-in sheets and minutes

Task 7: Develop nature- and heritage based promotional themed itineraries and multi-day packages

Deliverables: List of nature- and heritage based themed itineraries and multi-day packages

Project Budget Schedule: Type dollar amounts only in applicable categories (round to the nearest dollar; no cents) and leave other categories blank. If your grant Agreement requires match, it must equal the FCMP funds requested, or one hundred percent (100%). Budget transfers among established categories are allowable with prior Department approval. Written approval from the Department's Grant Manger shall be required for changes between budget categories up to 10% of the total budget. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal amendment to the Agreement.

<u><i>Budget Category</i></u>	<u><i>FCMP Funds</i></u>	<u><i>MATCH Funds</i></u>
1. Salaries	_____	_____
2. Fringe Benefits	_____	_____
3. Travel	<u>3,000</u>	<u>5,000</u>
4. Equipment Purchases	_____	_____
5. Supplies	<u>2,045</u>	_____
6. Contractual Services	<u>44,955</u>	<u>45,000</u>
7. Other Expenses	_____	_____
8. Indirect Charges	_____	_____
FCMP Total	<u>50,000</u>	
Match Total		<u>50,000</u>
NOAA Project Total	<u>100,000</u>	
Total Project Cost:	<u>\$100,000</u>	

Project Budget Narrative: Describe line items for each applicable budget category shown on the budget schedule. Provide sufficient detail to show cost relationship to project activities. Complete for both FCMP and match items, if applicable. If in-kind match is being provided by a third party, a letter from that party confirming the amount and type of that match must be included with this project work plan. **Note: Indirect costs are not allowed as match.**

FCMP Funds

Travel-\$3,000

\$ 2,500 -Travel expenses for tourism writers/photographers/bloggers to attend multi-day media tour(s) of the "Wonders of Wakulla".

\$ 500 -TDC Director's travel expenses to Trade Shows/Conventions.

Supplies-\$2,045

Traveling Exhibit materials for trade show/convention booth, such as folding table, pop-up displays, chair, table cloth, and video monitor.

Contractual Services-\$44,955

\$ 10,483 –TDC Director services for 300 hours @ \$35/hour for time spent on development of Wakulla County Nature- and Heritage-based Tourism Advertising and Distribution Plan, development of tracking mechanisms to identify most effective advertising efforts, TDC meeting preparation and facilitation, time spent at trade shows and conferences, development of media tour, responding to travel editorial leads, development and distribution of press releases, design and development of themed itineraries and multi-day packages, preparation and facilitation of educational programs for and roundtable discussions with local citizens to increase awareness of our natural and cultural resources and the need to preserve these resources, facilitation of purchase/design of trade show booth materials, advertising, and promotional materials, overall coordination of implementation of advertising and distribution plan.

\$ 4,472 – Student intern/assistant to prepare articles, press releases, press kit, and web page materials as well as posts, blogs, and videos/photos, etc on Visit Wakulla Facebook, Twitter, and You Tube pages.

\$ 15,000 -Design and production of promotional materials to include tear-off maps, website enhancements, community logos, videos, rack cards, post cards and event calendars.

\$ 15,000 -Advertising expenses

Match Funds

Travel \$5,000

\$ 2,000 -Travel expenses to include lodging, meals, equipment rental(kayaks/canoes, snorkeling, horses) provides by local hotels, outfitters and restaurant for media tour

\$ 3,000 - TDC Director's travel expenses to Trade Shows/Conventions, regional tourism marketing group meetings, and national and statewide tourism conferences.

Contractual Services \$45,000

\$ 22,175 - TDC Director's time- approximately 485 hours @ \$35/hour for time spent on development of Wakulla County Nature- and Heritage-based Tourism Advertising and Distribution Plan, development of tracking mechanisms to identify most effective advertising efforts , TDC meeting preparation and facilitation, time spent at trade shows and conferences, development of media tour, responding to travel editorial leads, development and distribution of press releases, design and development of themed itineraries and multi-day packages, preparation and facilitation of educational programs for and roundtable discussions with local citizens to increase awareness of our natural and cultural resources and the need to preserve these resources, facilitation of purchase/design of trade show booth materials, advertising, and promotional materials, overall coordination of implementation of advertising and distribution plan.

\$ 1,825 - TDC Members and volunteers to provide input for development of the Wakulla County Nature- and Heritage Based Tourism Advertising and Distribution Plan, development of tracking mechanisms to determine return on investment for various marketing strategies, review and approval of promotional materials and ads, participation in media tour and trade shows/conferences - 9 TDC Members and 3-5 volunteers @ approximately \$18/hour for approximately 101 total hours .

\$16,516 – Design & production of promotional materials and ads to include web enhancements, viral marketing materials, print ads, web ads, etc. Design & development of themed itineraries.

- \$ 500 - Meeting facility rental
- \$ 834 -Trade show/conference fees
- \$ 3150-Membership fees for regional tourism marketing groups

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 19, 2011

To: Honorable Chairman and Members of the Board

From: Timothy Barden, Interim County Administrator
Heather Encinosa, County Attorney

Subject: Request Board Approval of the Employment Agreement with Newly
Appointed County Administrator David Edwards

Statement of Issue:

This agenda item requests Board approval of the employment agreement with David Edwards to serve as County Administrator beginning on October 1, 2011.

Background:

At the June 21, 2011 Board Meeting, the Board approved the selection of David Edwards as the new County Administrator and authorized the Chairman to meet with Mr. Edwards and report back to the Board on terms of his employment contract.

At the July 18, 2011 Board meeting Mr. Edwards' requested employment terms were reported to the Board. The Board debated certain terms and specifically requested the removal of certain additional benefits. Mr. Edwards agreed to these changes verbally at the meeting.

Analysis:

The County Attorney has taken the terms generally agreed to by the Board and Mr. Edwards at the July 18, 2011 Board Meeting and incorporated them into the attached employment agreement.

Budgetary Impact:

The annual base salary of this employment agreement is \$82,830.00, commencing October 1, 2011.

Options:

1. Approve the Employment Agreement with David Edwards.
2. Do Not Approve the Employment Agreement with David Edwards.
3. Board Direction.

Recommendation

Option #1

Attachments:

1. David Edwards Employment Contract

EMPLOYMENT AGREEMENT FOR WAKULLA COUNTY ADMINISTRATOR

THIS AGREEMENT is made and entered into on this ____ day of _____, 2011, by and between **WAKULLA COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "Board") and **JOSEPH DAVID EDWARDS** (hereinafter referred to as the "County Administrator").

WITNESSETH:

WHEREAS, on June 21, 2011, the Board voted to appoint Joseph David Edwards to serve as County Administrator, based upon the level of professional competency possessed by Mr. Edwards and that desired by the Board, effective October 1, 2011.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises which the parties have set forth herein, the sufficiency of same being acknowledged, the Board and the County Administrator agree as follows:

Section 1. Retention.

Pursuant to Section 125.01(1), Florida Statutes, the Board hereby ratifies and confirms the selection of Joseph David Edwards as the Wakulla County Administrator.

Section 2. Powers and Duties of the County Administrator.

The Board hereby agrees to employ Joseph David Edwards as County Administrator for Wakulla County, and the County Administrator agrees to perform the functions and duties of County Administrator, as required by Florida law, the Wakulla County Charter, as set forth in this Agreement, and as established by the Board from time to time. The County Administrator shall also be responsible to the Board for the proper administration of all affairs and matters of the Wakulla County government, except the County Attorney.

Section 3. Compensation and General Existing Benefits.

(A) The Board agrees to pay the County Administrator for his services rendered pursuant to this Agreement an annual base salary of Eighty-Two Thousand Eight Hundred Thirty and no/100 Dollars (\$82,830.00), commencing October 1, 2011. The County Administrator shall receive the annual salary payable as with other regular employees of the County.

(B) The County Administrator shall be entitled to all other benefits provided to other County employees, such as participation in the Florida Retirement System, paid holidays, and other benefits which are provided to the County Administrator as detailed in this Agreement, which specifically include:

- (i) A county take-home vehicle; and

- (ii) A county cell phone;

Section 4. Key Employee Retention.

In order to assume continuity, and to induce key employees such as the County Administrator to remain with Wakulla County, the following additional benefits are conferred:

(A) In accordance with Section 111.07, Florida Statutes, the Board shall also defend, save harmless, and indemnify the County Administrator against any complaint, claim, suit, action, demand, and/or liability arising out of any act, alleged act, alleged failure to act, omission or any other incident, involving or arising out of the scope of his employment and/or the performance of his duties as County Administrator. The Board's duty as stated above shall survive the termination of Mr. Edward's contract and his employment as County Administrator.

(B) The Board shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of the County Administrator, except to the degree of such a reduction across-the-board for all employees of the Board.

Section 5. Termination of Employment.

(A) It is understood and agreed that the Board will be the sole judge as to the effectiveness and efficiency with which the County Administrator performs his employment. The County Administrator serves at the pleasure of the majority of the Board of County Commissioners.

(B) The County Administrator may be removed from his position at any time by a majority vote of the full five members of the Board of County Commissioners at any regularly scheduled meeting.

(C) In the event that the County Administrator seeks to cease employment with Wakulla County, for any reason, he shall do so by providing the Chairman with a minimum sixty (60) day advance notice of his resignation in writing.

(D) The County Administrator agrees that during his tenure as County Administrator he shall not have or hold any employment or contractual relationship with any business entity which shall come before the Board for any development agreement approval. The County Administrator also agrees that he shall not personally come before the Board for any development agreement approval, with the possible exception of any permit request(s) to the Board, or their designated agency, to develop his own "homestead" property within Wakulla County.

Section 6. Applicability.

The provisions of this section are intended to supersede the provisions of the personnel policies manual or any other provisions in the Board's policies or personnel rules in conflict herewith.

Dated this _____ day of _____, 2011.

WAKULLA COUNTY
ADMINISTRATOR

WAKULLA COUNTY, FLORIDA

By: _____
Joseph David Edwards

By: _____
Mike Stewart, BOCC Chair

ATTESTED TO

By: _____
Brent X. Thurmond, Clerk

APPROVED AS TO FORM AND CONTENT

By: _____
Heather J. Encinosa, County Attorney

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 24, 2011

To: Honorable Chairman and Members of the Board

From: Timothy Barden, Interim County Administrator
Pam Portwood, Tourist Development Director
Heather Encinosa, County Attorney

Subject: Request Board Approval of an Amended and Restated Contract with the Director of the Tourist Development Council

Statement of Issue:

This agenda item requests Board approval of an amended and restated contract with the Director of the Tourist Development Council.

Background:

On April 21, 2008 the Board accepted the recommendation of the Wakulla County Tourist Development Council to retain the services of Pam Portwood. Subsequently during the March 3, 2009 BoCC Meeting, the Board approved an agreement between the County and the Executive Director of the TDC that delineates the responsibilities of both parties.

On April 16, 2010, the Board approved an amendment to the current contract to allow access to the County's health insurance plan.

Analysis:

There have been a number of issues that have been raised by the Clerk's office and citizens regarding certain aspects of the current contract with the Tourist Development Director. The two main issues are travel reimbursement and salary. The travel reimbursement issue was a result of a scrivener's error (travel reimbursement was inadvertently omitted in last amendment contract). The salary issue is a misunderstanding of the process of amending the contract when a salary increase was approved by the TDC and by the Board of Commissioners during the FY 2010/11 budget process. Additional changes were made to clarify processes and requirements moving forward. Therefore, this item and the attached contract amendment (Attachment #1) will clarify a number of issues including the following:

1. Clearly establishes TDC Director as an independent contractor.
2. Approval of contract amount (Retroactive to Oct.1, 2010).
3. Approval of travel reimbursement for Tourist Development related activities (Retroactive to Oct.1, 2010).
4. Clarification of Scope of Work.

Agenda Request: Request Board Approval of an Amended and Restated Contract with the Director of the Tourist Development Council

September 6, 2011

Page 2

5. Clarifies process regarding additional grant administration duties and administrative fees via a work authorization process.
6. Requires the TDC Director to maintain adequate liability insurance coverage.

Options:

1. Approve the Amended and Restated Contract with the Director of the Tourist Development Council and retroactively approve travel and salary expense back to October 1, 2010.
2. Do Not Approve the Amended and Restated Contract with the Director of the Tourist Development Council and Do Not Retroactively Approve travel and salary expense back to October 1, 2010.
3. Board Direction.

Recommendation:

Option #1

Attachment

1. Amended and Restated Contract with the Tourist Development Council Director.

**WAKULLA COUNTY
TOURIST DEVELOPMENT COUNCIL DIRECTOR
AMENDED AND RESTATED SERVICES AGREEMENT**

This Agreement, amended and entered into this ____ day of _____, 2011 by and between Wakulla County, Florida, a Charter County (hereinafter, "WAKULLA COUNTY") and Pam Portwood (hereinafter, "TOURIST DEVELOPMENT DIRECTOR") both of whom agree as follows:

WITNESSETH:

WHEREAS, WAKULLA COUNTY entered into an agreement with Pam Portwood dated as of March 3, 2009 to serve as the Tourist Development Director on behalf of the County (hereinafter referred to as the "Original Agreement"); and

WHEREAS, WAKULLA COUNTY and Pam Portwood entered into an amended Agreement dated as of May 3, 2010, to offer access to the County's group health insurance as a benefit to the TOURIST DEVELOPMENT DIRECTOR (hereinafter referred to as the "First Amended Agreement"); and

WHEREAS, the First Amended Agreement erroneously omitted a provision contained within the Original Agreement that authorized the TOURIST DEVELOPMENT DIRECTOR to be reimbursed for job-related travel expenses; and

WHEREAS, WAKULLA COUNTY desires to enter into an amended and restated contract with a TOURIST DEVELOPMENT DIRECTOR for WAKULLA COUNTY at the pleasure of the Wakulla County Commission, (hereinafter "Commission"); and

WHEREAS, WAKULLA COUNTY desires to continue to retain the services of PAM PORTWOOD as the TOURIST DEVELOPMENT DIRECTOR of WAKULLA COUNTY; and

WHEREAS, it is the desire of the Board of County Commissioners to establish and clarify the terms and conditions, and set the framework and relationship between WAKULLA COUNTY and the TOURIST DEVELOPMENT DIRECTOR as set forth herein; and

WHEREAS, PAM PORTWOOD desires to continue to serve as the TOURIST DEVELOPMENT DIRECTOR of WAKULLA COUNTY; and

WHEREAS, the Tourist Development Council has previously recommended and now the Board of County Commissioners and the TOURIST DEVELOPMENT DIRECTOR have mutually agreed to the terms of this Agreement;

NOW THEREFORE, in consideration of the promises, mutual covenants, conditions and provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

SECTION 1: DUTIES AND AUTHORITY

- A. WAKULLA COUNTY agrees to retain PAM PORTWOOD as the TOURIST DEVELOPMENT DIRECTOR to perform the functions and duties specified in Exhibit A, which is incorporated herein by reference, and to perform other duties and functions agreed to by the Tourist Development Council and WAKULLA COUNTY.
- B. PAM PORTWOOD, as the TOURIST DEVELOPMENT DIRECTOR, agrees to perform and carry out the duties and functions of the TOURIST DEVELOPMENT DIRECTOR for WAKULLA COUNTY in compliance with WAKULLA COUNTY'S ordinances, rules and regulations and to perform such other legally permissible and proper duties and

functions agreed to by the Tourist Development Council and WAKULLA COUNTY. The TOURIST DEVELOPMENT DIRECTOR agrees that she will at all times loyally, fairly, and conscientiously perform all of the duties and obligations required of this Agreement.

SECTION 2: TERM AND EFFECTIVE DATE

- A. This Agreement shall take effect upon approval by the Commission and the TOURIST DEVELOPMENT DIRECTOR on the date first entered above and shall continue year-to-year unless otherwise terminated in accordance with Section 5 of this Agreement.

SECTION 3: COMPENSATION AND BENEFITS

- A. WAKULLA COUNTY agrees to pay the TOURIST DEVELOPMENT DIRECTOR a lump sum of twenty-nine thousand two hundred and fifty-five dollars (\$29,255) per Fiscal Year (October 1 – September 30), payable in 1/12th monthly installments. It is mutually agreed that compensation is subject to the availability and approval of an appropriate budget, as approved annually by WAKULLA COUNTY. Payment is contingent upon the continued availability of legislatively approved local option tourist development tax revenues. Additionally, as approved by the Commission when it approved the Tourist Development Council's budget for the Fiscal Year beginning on October 1, 2010, the provisions above for payment of a lump sum of twenty-nine thousand two hundred and fifty-five dollars (\$29,255) per Fiscal Year to the TOURIST DEVELOPMENT DIRECTOR shall be applied retroactively to October 1, 2010.
- B. Health Insurance shall be available to the TOURIST DEVELOPMENT DIRECTOR and eligible family members to the same extent and in the same manner as available to eligible WAKULLA COUNTY employees. Additional coverage for life, dental, disability and accident insurance may also be purchased by TOURIST DEVELOPMENT DIRECTOR, to the same extent and in the same manner as available to eligible WAKULLA COUNTY employees. WAKULLA COUNTY shall be fully reimbursed for any costs associated with the TOURIST DEVELOPMENT DIRECTOR's insurance. Any costs associated with any insurance provided through the County shall be either paid out of the Tourist Development Council budget and included as income in addition to that specified in paragraph A. above or otherwise paid for by the TOURIST DEVELOPMENT DIRECTOR.
- C. WAKULLA COUNTY shall reimburse the TOURIST DEVELOPMENT DIRECTOR for job-related travel expenses consistent with WAKULLA COUNTY's travel and purchasing policies. Any overnight travel requires prior approval by the County Administrator. Additionally, due to the omission of the authorization for travel expense reimbursement in the First Amended Agreement, WAKULLA COUNTY shall reimburse the TOURIST DEVELOPMENT DIRECTOR for any job-related travel expenses incurred after the approval of the First Amended Agreement and before the approval of Amended and Restated Services Agreement.

SECTION 4: SCOPE OF WORK

- A. The TOURIST DEVELOPMENT DIRECTOR is responsible for setting appropriate office hours and availability sufficient to meet the workload and taskings set by WAKULLA COUNTY and the Tourist Development Council as outlined in this Agreement and to accomplish the Scope of Work outlined in Exhibit A. The TOURIST DEVELOPMENT DIRECTOR shall work twenty (20) hours per week on an annual basis.

- B. WAKULLA COUNTY, the Tourist Development Council, and the TOURIST DEVELOPMENT DIRECTOR acknowledge that the TOURIST DEVELOPMENT DIRECTOR is able to provide additional grant administration and related services to WAKULLA COUNTY (that are not included in the scope of services outlined in Exhibit A) on a cost-efficient basis, and the parties acknowledge a mutual desire to achieve the benefits of such efficiencies for the benefit of WAKULLA COUNTY. Such services shall be set forth in a separate work authorization describing the scope of work and the method of compensation and shall not be commenced until approval by the Commission of this separate work authorization documenting the scope of services and the cost.

SECTION 5: TERMINATION

- A. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. WAKULLA COUNTY shall have no obligation to pay any severance and all county equipment and property in custody of TOURIST DEVELOPMENT DIRECTOR shall be returned to WAKULLA COUNTY on the effective date of termination. The Commission shall make good faith efforts to notify the Tourist Development Council prior to any meeting where the Commission may consider terminating this Agreement.
- B. If WAKULLA COUNTY, citizens or legislature acts to amend any provisions of the Charter of Wakulla, its Code of Ordinances or, enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the TOURIST DEVELOPMENT DIRECTOR'S position, the TOURIST DEVELOPMENT DIRECTOR shall have the right to declare that such amendments constitute termination of this Agreement.

SECTION 6: EVALUATION

- A. The TOURIST DEVELOPMENT DIRECTOR shall be objectively evaluated annually by the Tourist Development Council based on mutually agreeable goals set by the Tourist Development Council, WAKULLA COUNTY, and the TOURIST DEVELOPMENT DIRECTOR. WAKULLA COUNTY shall be provided with a report on the TOURIST DEVELOPMENT DIRECTOR's annual evaluation on or before July 1 of each year.
- B. At its discretion, WAKULLA COUNTY may independently evaluate the performance of the TOURIST DEVELOPMENT DIRECTOR in accordance with the terms of this Agreement or any separate work authorization for additional services and the TOURIST DEVELOPMENT DIRECTOR shall cooperate in any performance reviews undertaken by WAKULLA COUNTY.

SECTION 7: MISCELLANEOUS TERMS AND CONDITIONS

- A. This Agreement, as amended, sets forth and establishes the entire understanding between WAKULLA COUNTY and the TOURIST DEVELOPMENT DIRECTOR relating to the retention of the TOURIST DEVELOPMENT DIRECTOR by WAKULLA COUNTY. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement. Further, this Agreement has been negotiated and drafted by both WAKULLA COUNTY and the TOURIST DEVELOPMENT DIRECTOR and shall not be more strictly construed against either party.

- B. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- C. The TOURIST DEVELOPMENT DIRECTOR is, and shall be, in the performance of all services provided hereunder, an independent contractor, and not an employee or agent of WAKULLA COUNTY. The TOURIST DEVELOPMENT DIRECTOR shall exercise control over all the means and manner in which she performs or provides the services provided hereunder. All of the services required hereunder shall be performed by the TOURIST DEVELOPMENT DIRECTOR.
- D. The TOURIST DEVELOPMENT DIRECTOR shall comply with the Florida Public Records law and Sunshine law in undertaking the services to be provided in accordance with this Agreement.
- E. The TOURIST DEVELOPMENT DIRECTOR shall purchase at her cost and maintain at all times the insurance policies required in Exhibit B under the terms set forth therein, and for limits of liability not less than the amount stated for each type of coverage.
- F. In consideration of Ten Dollars (\$10.00) and other valuable consideration provided between the parties, the receipt of which is hereby acknowledged, the TOURIST DEVELOPMENT DIRECTOR shall protect, defend, indemnify and hold WAKULLA COUNTY and its officers, employees and agents harmless from and against any and all liabilities, claims, losses, and expenses, including attorney's fees and all reasonable costs of litigation and judgments arising out of any willful misconduct, negligent act, error, omission or infringement of a third-party patent, license or other intellectual property by the TOURIST DEVELOPMENT DIRECTOR arising out of or incidental to the performance of this Agreement.
- G. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State, whether state, local or federal, and further agree that venue shall lie in Wakulla County, Florida.
- H. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

To the County:

Wakulla County
County Administrator
P.O. Box 1263
Crawfordville FL 32326

To the Tourist Development Director:

Pam Portwood
1184 Dr. MLK Jr. Memorial Road
Crawfordville, FL 32327

- I. The TOURIST DEVELOPMENT DIRECTOR shall not have the right to assign any of her rights, duties or obligations under this Agreement without the consent of the Commission upon a demonstration by the proposed assignee of its ability to perform the obligations of the TOURIST DEVELOPMENT DIRECTOR under this Agreement. A consented to assignee shall be required to assume the obligations of the assigning party by written assignment in a form reasonably satisfactory to the County Attorney.
- J. No amendment, supplement, modification or waiver of this Agreement shall be binding upon any party hereto unless executed in writing by such party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. No waiver of a default or a breach of any provision of this Agreement shall operate nor be construed to operate as a waiver of any subsequent default or breach.

IN WITNESS WHEREOF, WAKULLA COUNTY has caused this Amended and Restated Agreement to be signed and executed on its behalf by the CHAIRMAN OF THE COMMISSION and duly attested by WAKULLA COUNTY'S CLERK OF COURT, and the TOURIST DEVELOPMENT DIRECTOR has signed and executed this Agreement, both in duplicate, effective on the date first written above.

AMENDED AND RESTATED SERVICES AGREEMENT BY AND BETWEEN WAKULLA COUNTY AND PAM PORTWOOD AS TOURIST DEVELOPMENT DIRECTOR.

TOURIST DEVELOPMENT DIRECTOR _____ PAM PORTWOOD	BOARD OF COUNTY COMMISSIONERS, WAKULLA COUNTY, FLORIDA BY: _____ MIKE STEWART, CHAIRMAN
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ATTEST: _____ BRENT THURMOND, Ex Officio Clerk to the Board	Approved as to Form and Legal Sufficiency: BY: _____ HEATHER J. ENCINOSA, COUNTY ATTORNEY
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Exhibit A
Scope of Work & Services

NATURE OF WORK

The position of Tourist Development Director is a highly responsible administrative and management position involving work planning, organizing and implementing a tourist development program in Wakulla County. The Tourist Development Director is responsible for managing a comprehensive program to promote the growth of tourism within Wakulla County through a series of long-term marketing objectives set by the Tourist Development Council (TDC). Work is performed as directed by the TDC with strategic oversight and input from the Board of County Commissioners.

THE TOURIST DEVELOPMENT DIRECTOR'S SCOPE OF DUTIES & SERVICES INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

Abides by all Wakulla County Board of County Commissioners Policies and Procedures.

Supervision, oversight, and maintenance of all financial records, program contracts, and other records of the TDC.

Administration of the Visit Florida grants on behalf of the Tourist Development Council.

Coordinates with the local hotel, travel industry, art groups, sports and film groups in concert with the TDC to promote Wakulla County tourism.

Plans and promotes activities that will best encourage the use of County bed tax collection to improve the economy of Wakulla County.

Plans and produces an annual strategic plan to enhance Wakulla County as a tourism destination with the direction and guidance of the TDC, to include ratification by Wakulla County.

Coordinates the interests of various related industry groups to maximize use of resources, staff and opportunities for the purpose of economic growth.

Acts as a liaison with the community-at-large, tourism community, county government, County Commission; seeks input various organizations to improve the economic impact of TDC activities.

Communicates and works with community groups/agencies to address problem areas affecting Wakulla County tourism on an ongoing basis.

Serves as Wakulla County's representative on statewide tourism issues upon direction of the TDC.

Prepares budgets and other financial management reports as required by County Administration. As well as, submit all disbursement requests submitted to Office of Management and Budget for processing.

Prepare quarterly reports or updates to the Board of County Commissioners, including the minutes of prior council meetings, expense reports, communications, marketing efforts, grants applied for & received and other relevant information related to tourist development activities in Wakulla County.

Exhibit B
Insurance Requirements

During the term of this Agreement, the TOURIST DEVELOPMENT DIRECTOR shall provide, pay for and maintain, with companies satisfactory to the COUNTY, the types of insurance described below. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. The insurance coverages and limits required must be evidenced by properly executed certificates of insurance on forms, which are acceptable to the COUNTY. The certificates must be signed by the authorized representatives of the insurance company/companies shown on the certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the COUNTY, on a timely basis, if required by the COUNTY. These certificates and policies shall contain provisions that thirty days' written notice by registered or certified mail shall be given the COUNTY of any cancellation, intent not to renew or reduction in the policies' coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, the TOURIST DEVELOPMENT DIRECTOR shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. The acceptance by the COUNTY of any certificate of insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by the COUNTY that the insurance requirements have been met or that the insurance policies shown on the certificates of insurance are in compliance with the requirements of this Agreement. If any insurance provided pursuant to this Agreement expires during the term hereof, renewal certificates of insurance and, if requested by NFBA, certified, true copies of the renewal policies shall be furnished by Manager thirty days prior to the date of expiration.

(A) Comprehensive Automobile Liability insurance shall be maintained for all vehicles used in the performance of this Agreement:

- (1) Single Limit Bodily Injury & Property Damage (Each Occurrence)
\$ _____
- (2) Coverage shall include owned, hired and/or non-owned vehicles.
The COUNTY must be named as an additional insured.

(B) Professional Liability insurance shall be maintained with limits not less than \$ _____. If coverage is provided on a claims made basis then coverage must be continued for the duration of this Agreement and for not less than one year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one year.

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 25, 2011

To: Honorable Chairman and Members of the Board

From: Timothy Barden, Interim County Administrator
Heather Encinosa, County Attorney

Subject: Request Board Direction Regarding Additional Space for the Wakulla County Sheriff's Office

Statement of Issue:

This agenda item requests Board Direction regarding additional office space for the Wakulla County Sheriff's Office.

Background:

Currently, the Sheriff's office rents space on 43 Oak Street for a number of different law enforcement units in the Road Patrol and Criminal Investigations. The current lease holder is the Apalachee Center. On August 17, 2011 the Board received notification from the Sheriff that the Apalachee Center would like to terminate the current lease effective October 1, 2011(Attachment #1).

Analysis:

The office space that the Sheriff's office currently rents on 43 Oak Street is approximately 4900 sq.ft with ample parking. The Sheriff's office has stated that they need 6000 sq. ft. The County has limited office space throughout the County, most of which does not equal to 4900-6000sq.ft. The County was first made aware earlier this year and most recently received more certain written notification regarding the urgent need for the Sheriff's Office to relocate. Therefore, there are only a few options available at this time and would be short term solutions. It is recommended that the County be proactive in finding a long-term solution to accommodate the Sheriff's space needs. For example, constructing a facility at the Sheriff's office using the one cent sales tax and impact fees in conjunction with a possible loan.

Option #1-Community Center

The Community Center has two separate buildings each approximately 7200sq.ft. One building was previously used as offices and the other is more open space and used for the church portion. The building with the office space would meet the needs of the Sheriff's office. This use of this space would not cost the County any additional cost outside of the current utilities. The current plan for the YMCA to use the other building would need to be modified. Staff has met with the YMCA and they are aware that the second building could not be available for programming. While this will limit the amount of programming that they can provide, it does not prohibit them from offering minimal programs.

Option #2-Mobile Office Units

The last option is to place mobile office units similar to the ones utilized by the Clerk's office when they occupied the Community Center earlier this year. The units that were utilized were approximately 4900sq.ft. At the time the total monthly charge was approximately \$1,800 or \$21,000 annually for all three units plus hook-up and moving costs. It should be noted that these costs will be higher due to the additional square footage needed by securing larger mobile units. These units could be placed at the Jail Complex on Oak Street. This option would also separate the Road Patrol Unit from the Criminal Investigations Unit. In order for them to be most productive with one another the need for them to be in the same office space would be more sensible.

While the Community Center option is the least costly and provides the recommended space, negotiations are still on-going with the YMCA for utilization of that space for programming that needs to be considered. Additionally, the County has a Federal Grant for a community center build-out that is currently being scoped that needs to be expended by November 2013, which could impact the utilization of this space. At this time, staff is seeking direction from the Board as to which option would be preferred.

Options:

1. Board Direction.

Recommendation:

Option #1

Attachment

1. Letter from Apalachee Center regarding lease termination.



CHIEF EXECUTIVE OFFICER
Jay A. Reeve, Ph.D.

August 15, 2011

Sheriff David Harvey
Wakulla County Sheriff's Department
15 Oak Street
Crawfordville, FL 32327

Dear Sheriff Harvey,

Please consider this letter as notice that the Wakulla County Sheriff Department's and Commission's lease from Apalachee Center, Inc. of the property at 43 Oak Street, Crawfordville, FL, 32327, has expired as of August 1, 2011. Apalachee Center, Inc., is not able to renew this lease, and therefore requests that the property be vacated on or before, but no later than, October 1st, 2011.

Thank you for your prompt consideration of this matter.

Sincerely,

Jay A. Reeve, Ph.D.
Chief Executive Officer

JAR/sp

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 19, 2011

To: Honorable Chairman and Members of the Board

From: Timothy P. Barden, Interim County Administrator
Jennifer Langston, Special Projects Director

Subject: Request Board Designation of a County Commissioner to Represent
Wakulla County at Future Oil Spill Related Meetings

Statement of Issue:

This agenda item requests the Board to designate a County Commissioner to represent the County at future Oil Spill Related Meetings.

Background:

On May 16, 2011, the Board approved a Multi-County Joint Resolution in an effort to maximize its resources and come together to seek assistance to help mitigate and assist with recovery from both environmental and economic damages from the oil spill. The purpose of the resolution was to formally support pending federal legislation as a coordinated plan for the region. The seven coastal counties include Escambia, Santa Rosa, Okaloosa, Walton, Bay, Gulf, and Franklin. Staff has attended various meetings to ensure that Wakulla County is involved in regional discussions, especially as to potential allocations of future funding. The Florida Association of Counties is facilitating routine conference calls with the impacted counties as well. Staff understands the importance of this issue, and makes every effort to be an informed and active participant on the ever changing legislation, and process.

Note: An upcoming a meeting and press conference was held in Pensacola with the 7 other impacted counties with Senator Nelson on August 31st. Due to staff limitations, Wakulla County was not represented at the meeting. Most of the other 7 coastal counties have selected a County Commissioner to represent them when attending these meetings.

Analysis:

At this time staff recommends a County Commissioner be selected to represent the County at future meetings. It is anticipated that more frequent meetings will be held as Congress addresses the Deepwater Horizon impacts and related issues. Staff will continue to provide assistance and participate on conference calls as necessary.

Budgetary Impact:

There are no costs to participate in conference calls. However, there may be travel costs to participate at regional meetings.

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at Future Oil Spill Related Meetings

September 6, 2011

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Options:

1. Select a County Commissioner to Represent Wakulla County at future Oil Spill related meetings.
2. Do Not Select a County Commissioner to Represent Wakulla County at future Oil Spill related meetings.
3. Board Direction.

Recommendation:

Option #3

Board of County Commissioners

Agenda Request

Date of Meeting: September 6, 2011

Date Submitted: August 19, 2011

To: Honorable Chairman and Members of the Board

From: Alan Brock, County Commissioner District 1

Subject: Request Board Approval to Schedule Multiple Workshops on the Future of Wakulla County

Statement of Issue:

This agenda item requests Board approval to schedule multiple workshops on the future of Wakulla County. Wakulla County continues to see property value and property tax revenue decreasing. We need to follow the Audit Committee suggestion of quarterly meetings on revenue and expenditures. I also think we need to engage in priority setting and visioning discussions at these meetings.

Background:

It seems to me that we are stuck in a cycle. As property sales decrease so does property value. As property values decrease so does tax revenue. As tax revenue decreases so does services. As services decrease fewer people want to live here. Fewer people wanting to live in Wakulla means decreased property sales and the cycle spirals downward as revenue continues to fall.

For a while, Wakulla County's population was growing at the same time as our property value, and we were able to lower taxes and provide more services. That trend has dramatically slowed and now we are faced with a larger population that has come to expect a certain level of services in the County. The County, however, lacks the resources to continue providing such services. Our current 2011/12 budget is lower than our 2006/07 budget, and is expected to keep decreasing. Even if we maxed out our available revenue/tax resources we would still have to make cuts to keep up with the decrease in money brought about by the recession.

I believe that we should address these concerns early. If we plan in advance for the County we hope to have five or ten years in the future, we can plan for sustainable levels of service while weathering the ongoing financial challenges of a shifting economic landscape.

Our vision for Wakulla will necessitate a prioritization of programs and services that we can afford to fund. If there are services we do not want to cut, we must identify revenue streams to maintain our identified priorities.

I think we should consider having an operational audit, or some equivalent, that can provide a well

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informed outsider's opinion of how we operate. If the audit can show legitimate ways that we can save money exceeding its cost, then it is well worth it. If we implemented the proposed changes we would then save the cost of the audit for each year thereafter and the remaining part of this fiscal year. We would have to budget for the fact that it may not come back with changes that we are willing to make, and we may have to bear the burden of its cost.

I think we should take advantage of the programs being offered to revamp with energy savers- such as solar power or LED lights. We have discussed and directed staff to bring back a plan for LED lights before, and nothing came of it. I think we need to make these changes and lower our electric bills.

I also think we need to discuss ways to grow Wakulla's economy. I believe that our entire Board is pro-responsible growth. I think we need to get the message out there, and discuss ways we can encourage growth and new businesses. Part of the success of our community is new revenue from sources that aren't paying it now, or paying it somewhere else. We need to have our citizens shopping local as much as possible which means making it easy for businesses to open here so people can shop here. Getting the word out in the region that we are hungry for business will help. We have a great community, with a great school system and we are in the shadow of two major universities. We need to target our message and get people to move to Wakulla again, and build new businesses and homes.

We also need to take the necessary actions to make the visioning a reality- such as reworking our enterprise zones, developing new denser zoning for downtown Crawfordville, and working with the Chamber of Commerce on their 'Our Town' project.

All of this needs to be a part of the conversation taking place next year, and we need to start early versus late.

Analysis:

During my first two years on the Board of County Commissioners we shared an almost unanimous vision of what Crawfordville could look like in the future. We agreed much more than we disagreed about the ways to make that happen. At the end of those two years, we hadn't made much progress on that goal. Our current BOCC isn't quite as cohesive on the best way to reach that vision, but we still share the same goal. We are approaching the end of my third year on the BOCC, and we have approved a vision of downtown Crawfordville, but nothing beyond that. I think we need to focus on what we can do to spur good growth in our community.

Budgetary Impact:

The workshops costs would be staff time and advertising.

Options:

1. Approve and Direct Staff to Schedule at least four workshops to further discuss energy

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- saving, operational audit, economic growth, and visioning of Wakulla, starting in November 2011.
2. Do not approve Staff to Schedule at least four workshops, starting in November 2011.
 3. Board direction.

Recommendation:

Option #1