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BOARD MINUTES FOR 12/17/92

DECEMBER 17, 1992

THE BOARD OF COUNTY COMMISSIONERS, IN AND FOR WASHINGTON COUNTY, MET ON THE ABOVE DATE AT 9:00 A. M. IN THE WASHINGTON COUNTY ADMINISTRATIVE BUILDING, 201 WEST CYPRESS AVENUE, CHIPLEY, FLORIDA WITH COMMISSIONERS MORRIS, TAYLOR, CORBIN, CARTER AND BROCK PRESENT. ATTORNEY HOLLEY, CLERK EARNESTINE MILLER AND DEPUTY CLERK DIANNE CARTER WERE ALSO IN ATTENDANCE.

ADMINISTRATOR HAGAN PROCLAIMED THE MEETING AND OFFERED PRAYER. CHAIRMAN CORBIN LED IN THE PLEDGE OF ALLEGIANCE TO THE FLAG.

COMMISSIONER MORRIS OFFERED A MOTION, SECONDED BY COMMISSIONER CARTER AND CARRIED TO ACCEPT THE MINUTES OF THE NOVEMBER 17, 30 AND DECEMBER 7, 1992 MEETINGS.

MR. MILTON STRICKLAND WAS PRESENT TO REQUEST THE BOARD ACCEPT THE PLAT OF THE GLEN ARDEN ESTATES WHICH IS BORDERED ON THE EAST BY HIGHWAY 277 AND ON THE NORTH BY AN EXISTING COUNTY ROAD. UPON THE BOARD BEING ADVISED THE PLANNING COMMISSION HAD MADE A RECOMMENDATION TO ACCEPT THE PLAT, COMMISSIONER TAYLOR OFFERED A MOTION, SECONDED BY COMMISSIONER CARTER AND CARRIED TO ACCEPT THE RECOMMENDATION OF THE PLANNING COMMISSION AND ACCEPT THE PLAT OF THE GLEN ARDEN ESTATES SUBDIVISION.

MR. EDDIE HARRISON, REPRESENTATIVE OF STORER CABLE, ADDRESSED THE BOARD TO UPDATE THEM ON THE CONSTRUCTION PLANS FOR THE YEAR OF 1993. MR. HARRISON ADVISED STORER CABLE COULD COMMIT TO CONSTRUCTION ON HIGHWAY 277 UP TO THE INTERSTATE AND ALSO THE SECTION ON HIGHWAY 90 WEST BEGINNING AT HIGHWAY 277 TO THE OLD MOVIE THEATER. CHAIRMAN CORBIN QUESTIONED MR. HARRISON ON THE AREAS THE BOARD HAD REQUESTED THEM TO LOOK INTO WHEN THEY GRANTED THEM THEIR FRANCHISE, WHICH WAS A SECTION ON HIGHWAY 90 WEST AND A SECTION ON HIGHWAY 280. MR. HARRISON AGREED TO CHECK INTO THIS MATTER. COMMISSIONER MORRIS QUESTIONED THE FRANCHISE LOCATION AND WHO RECEIVED THE FRANCHISE FEES WITH MR. HARRISON ADVISING STORER CABLE IS PRESENTLY SERVING THE CITY OF CHIPLEY AND THE OUTSKIRTS OF THE CHIPLEY CITY LIMITS IN THE COUNTY WITH FRANCHISE FEES GOING TO THE CITY IF PERSONS RESIDE IN THE CITY AND FEES GOING TO THE COUNTY IF THE PERSON RESIDES OUTSIDE THE CITY LIMITS. COMMISSIONER CARTER QUESTIONED THE NUMBER OF CONNECTIONS STORER CABLE HAS IN THE COUNTY SO THE 3% FRANCHISE FEE CAN BE CHECKED. IT WAS STATED THE FRANCHISE FEES ARE BASED ON THE TOTAL DOLLARS RATHER THAN THE NUMBER OF CONNECTIONS. COMMISSIONER TAYLOR QUESTIONED MR. HARRISON ON THE AFFECT THE 1992 CABLE ACT WAS GOING TO HAVE ON WASHINGTON COUNTY, WITH MR. HARRISON STATING HE FELT IT WOULD HAVE VERY LITTLE AFFECT ON THE COUNTY. MR. HARRISON WAS ADVISED FOR STORER CABLE TO FURNISH THE BOARD WITH A DETAILED REPORT ON THE NUMBER OF CONNECTIONS THEY HAVE IN THE COUNTY AS WELL AS THE REVENUE THEY GENERATED IN ORDER FOR US TO VERIFY THE 3% FRANCHISE FEE DUE THE COUNTY.

MR. GENE LITTLE AND MR. LESTER MAPLES, REPRESENTING BCM, WERE PRESENT WITH MR. MAPLES ADDRESSING THE BOARD AND PRESENTING THEM WITH A SUMMARY ON THE LANDFILL CLOSURES. MR. MAPLES STATED BOTH THE CHIPLEY LANDFILL AND THE MUDHILL LANDFILL WERE IN PRETTY GOOD SHAPE. HE ADVISED THERE WAS SOME GRASS AT MUDHILL BUT THE SLOPES STILL DIDN'T HAVE GRASS; HOWEVER, A LOT OF TEMPORARY MEASURES HAVE BEEN TAKEN TO CONTROL EROSION. MR. MAPLES ADVISED THAT CUMBAA ENTERPRISE, THE COMPANY AWARDED THE BID ON THE LANDFILL CLOSURES, CONTRACT TIME BEGAN ON JUNE 20, 1991 AND ENDED ON JANUARY 15, 1992 FOR A TOTAL OF 210 DAYS. AS OF DECEMBER 17, 1992, THEY HAD 337 OVERRUN DAYS WHICH ACCORDING TO THE CONTRACT THE COUNTY CAN ASSESS \$400 PER DAY FOR DAMAGES. HE ADVISED THE ORIGINAL GRASSING DIDN'T WORK BECAUSE OF A DRY SPELL AND DUE TO THIS, ON APRIL 20, 1992 HE RECOMMENDED TO THE COMMISSIONERS FOR A PERIOD OF 45 DAYS NOT BE CONSIDERED IN OVERRUN TIME. HE ADVISED THE BOARD THE TOTAL CONTRACT PRICE WAS \$462,082.75 WITH APPROXIMATELY \$25,000 PLUS OR MINUS ADDED TO THE CONTRACT, \$8,000 OF THE ORIGINAL CONTRACT ITEM WORK HAS NOT BEEN DONE AND WE STILL HAVE THE RETAINAGE OF \$46,269.05 ON WORK THAT HAS BEEN COMPLETED. HE ADVISED WITH THE \$25,000 IN PAY ITEMS THERE IS APPROXIMATELY \$70,000 LEFT ON THE CONTRACT WITH LIQUIDATED DAMAGES BEING APPROXIMATELY \$33,000 IN OVERRUN TIME. THE DAMAGE FOR OVERRUN TIME WAS QUESTIONED WITH MR. MAPLES ADVISING IT WAS DIFFICULT TO COLLECT MORE THAN YOU CAN SHOW WERE YOUR DAMAGES. MR. MAPLES RECOMMENDED TO THE BOARD THEY ACCEPT A PROJECT OF MAINTENANCE WHICH WOULD MEAN THE BOARD WOULD STOP CONTRACT TIME FOR LIQUIDATED DAMAGES. THE BOARD QUESTIONED MR. MAPLES IF THEY COULDN'T

COLLECT ALL OF THE LIQUIDATED DAMAGES, WHAT GOOD IS THE BOND. ATTORNEY HOLLEY THEN READ A LETTER FROM THE ATTORNEY REPRESENTING CUMBAA ENTERPRISES WHICH BASICLY STATED BCM HAD PROVIDED AN INADEQUATE AND DEFECTIVE DESIGN ON THE LANDFILL CLOSURES PROJECT AND THAT BCM LACKED EXPERTISE AND EXPERIENCE. COMMISSIONER TAYLOR ASKED IF AN ACCEPTABLE STAND OF GRASS IS ALL THAT IS NEEDED AT THE MUDHILL LANDFILL WITH MR. MAPLES ADVISING THIS WAS ALL THAT WAS NEEDED. COMMISSIONER CARTER ASKED IF FERTILIZER WAS APPLIED TO THE GRASS WITH MR. MAPLES ADVISING THAT IT WAS BUT NO WATER WAS PUT TO IT. MR. MAPLES SAID THE CONTRACTOR REFUSED TO TAKE ANY SUGGESTIONS AT ALL FROM HIM. THE BOARD ADVISED FOR MR. MAPLES TO HAVE THE CONTRACTOR DO WHAT THEY HAVE TO AT MUDHILL AND THEN COME BACK BEFORE THE BOARD. THE BOARD TOOK NO ACTION ON MR. MAPLES RECOMMENDATION TO ACCEPT THE PROJECTS OF THE LANDFILL CLOSURES FOR MAINTENANCE.

MR. DON MILTON OF THE STATES ATTORNEY'S OFFICE WAS ON THE AGENDA BUT HAD CONTACTED ADMINISTRATOR HAGAN AND ADVISED HE WOULD RE-AGENDA AT THE JANUARY MEETING.

MR. PHIL BENNETT, PROGRAM ADMINISTRATOR FOR FLGFA, WAS PRESENT AND BRIEFED THE BOARD ON THE BACKGROUND OF FLGFA. HE ADVISED HE HAD PURSUED PUTTING TOGETHER A FINANCE PACKET ON THE FINAL ARRANGEMENTS WITH A LOAN FOR THE AG CENTER RENOVATIONS FOR \$350,000 ON TEN YEAR TERMS WITH THE PRIMARY REVENUE TO PAY BACK THE LOAN BEING FROM RENT ON THE AG CENTER. HE ADVISED IT HAD BEEN PROJECTED THE REVENUE FROM THE AG CENTER RENT WOULD BE \$28,000 WITH THE PAYMENT ON THE LOAN BEING APPROXIMATELY \$24,000 PER YEAR. HE REQUESTED IN ADDITION TO RENTAL INCOME FROM THE AG CENTER, THE BOARD NEEDED TO PROVIDE ANOTHER OBLIGATED REVENUE SOURCE. HE ALSO BROUGHT A SET OF LOAN PAPERS TO LEAVE WITH THE COUNTY ATTORNEY AND ADVISED THE FIRST WEEK IN JANUARY, FUNDS SHOULD BE AVAILABLE. COMMISSIONER MORRIS OFFERED A MOTION, SECONDED BY COMMISSIONER TAYLOR AND CARRIED TO ACCEPT THE LOAN AFTER THE BOARD AND THE ATTORNEY HAS LOOKED OVER THE LOAN PAPERS AND DETERMINED IT IS WHAT THEY WANT. THE BOARD AGREED TO USE THE 1/2 CENT EMERGENCY SALES TAX FOR THE OTHER OBLIGATED SOURCE OF REVENUE. COMMISSIONER MORRIS QUESTIONED IF WE ALREADY HAD A PLEDGE FROM THE OFFICES WHOSE RENT MONIES WE ARE OBLIGATING TO PAY BACK THE LOAN SAYING THEY ARE GOING TO RENT. COMMISSIONER MORRIS WAS ADVISED THERE WAS NO COMMITMENT WITH MORRIS STATING HE FELT THE BOARD SHOULD BEGIN WORKING TO GET A PLEDGE FROM THESE OFFICES.

MR. ART MORDEN, REPRESENTING THE SALVATION ARMY, ADDRESSED THE BOARD ADVISING THE 1991 LEGISLATURE REQUIRED THE SALVATION ARMY TO BE UNDER CONTRACT TO A GOVERNMENT BODY IF THEY WERE PROVIDING SERVICES TO THEM. HE STATED IT WAS A THREE YEAR CONTRACT AND IT HAD A NO FAULT CLAUSE IN IT. HE REQUESTED THE BOARD EXECUTE THE CONTRACT TO SATISFY THE STATUTES OF THE STATE OF FLORIDA IN ORDER FOR THEM TO PROVIDE SERVICES TO WASHINGTON COUNTY. MR. MORDEN THEN ADVISED WHAT SERVICES THEY PROVIDED. COMMISSIONER CARTER OFFERED A MOTION, SECONDED BY COMMISSIONER MORRIS AND CARRIED TO ACCEPT THE CONTRACT CONTINGENT UPON A LEGAL EXAMINATION OF THE CONTRACT BY ATTORNEY HOLLEY.

DR. FRASIER BINGHAM, CONSULTANT FOR RECYCLING, ADDRESSED THE BOARD GIVING A BRIEF HISTORY ON THE RECYCLING PROGRAM IN WASHINGTON COUNTY FOR THE BENEFIT OF THE NEW COMMISSIONERS. WHEN THE RECYCLING PROGRAM BEGAN, THE BOARD SUPPORTED THE LOCAL ESTABLISHED RECYCLING PEOPLE BY PURCHASING EQUIPMENT AND PAYING RENT ON BUILDINGS, ETC. DR. BINGHAM ADVISED THIS DIDN'T WORK BECAUSE PRICES DROPPED ON RECYCLABLE MATERIALS. HE ADVISED THE COUNTY HAS BOUGHT A SITE ON HIGHWAY 77 WHICH EMPLOYS TWO PEOPLE, WITH THE COST BEING TAKEN CARE OF BY THE STATE RECYCLING GRANTS. DR. BINGHAM STATED THE CENTER IS TAKING IN CARDBOARD, NEWSPAPERS, PLASTIC, GLASS AND ALUMINUM AND IS CURRENTLY LOSING MONEY ON EVERY POUND OF MATERIAL RECYCLED. DR. BINGHAM ADVISED THERE IS NO GUARANTEE THE RECYCLING PROGRAM WILL BE FUNDED AFTER THIS YEAR. CHAIRMAN CORBIN STATED THE BOARD DIDN'T HAVE A COMMITMENT TO CONTINUE THE RECYCLING PROGRAM AFTER THE GRANT FUNDS EXPIRE. DR. BINGHAM STATED THE RECYCLING CENTER IS GETTING READY TO RECEIVE WASTE TIRES AND WHITE GOODS AND HE HAS PROPOSED CONTRACTS FOR BOTH OPERATIONS. HE ALSO STATED THERE WOULD BE MONEY INVOLVED WITH THE TIRES AND WHITE GOODS SAYING THE PROPOSED CHARGE FOR THE CENTER TAKING A REGULAR TIRE IS \$1.50, LARGE TRUCK TIRES IS \$3.00 AND THE CENTER WOULD PROBABLY HAVE TO CHARGE BY THE POUND FOR TRACTOR TIRES. ON SMALL WHITE GOODS, THE PROPOSED CHARGE IS \$4.00 WITH THE LARGER WHITE GOODS (REFRIGERATORS AND FREEZERS, ETC.) THE CHARGE IS \$6 TO \$8. DR. BINGHAM THEN ADVISED THE BOARD OF THE MOSQUITO CONTROL/TIRE GRANT IN THE AMOUNT OF \$15,000 WHICH INVOLVES THE PICKING UP OF WASTE TIRES IN THE COUNTY. CHAIRMAN CORBIN QUESTIONED AS TO WHEN THE RECYCLING CENTER WOULD BEGIN ACCEPTING WHITE GOODS. DR. BINGHAM STATED IT SHOULD BE WITHIN A WEEK TO

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TEN DAYS AFTER THE CONTRACT IS AGREED UPON. COMMISSIONER CARTER STATED IN ORDER TO ACCEPT THESE WHITE GOODS FREON HAS TO BE EXTRACTED AND HE WANTED A COPY OF THE CONTRACTOR'S LICENSE WHERE HE IS CERTIFIED TO EXTRACT THE FREON. IT WAS ALSO NOTED ON CONDITION #7 OF THE WHITE GOODS CONTRACT, IT NEEDED TO BE DETERMINED WHAT IS CONSIDERED SMALLER WHITE GOODS AND DETERMINE A FEE TO BE CHARGED. DR. BINGHAM STATED WE PROBABLY WOULDN'T PAY FOR OUR EXPENSES ON COLLECTING THE WHITE GOODS WITH ADMINISTRATOR HAGAN SAYING THE FEE SHOULD HAVE COST FOR LABOR AND OVERHEAD. COMMISSIONER MORRIS STATED HE FELT CONDITION #8 OF THE CONTRACT SHOULD STATE A PERIOD OF ONE YEAR RATHER THAN NINETY DAYS. COMMISSIONER CARTER QUESTIONED WHY THE PEOPLE CAN'T TAKE THEIR WHITE GOODS DIRECTLY TO THE CONTRACTORS LOCATION RATHER THAN THEM HAVING TO BE HANDLED TWICE. HE WAS ADVISED THE BOARD HAS TO PROVE THEY ARE RECYCLING AT 30%, AND THE CONTRACTOR PROBABLY WOULD REFER TO HAVE THE WHITE GOODS DELIVERED TO THE RECYCLING CENTER DUE TO THE BULK. COMMISSIONER CARTER ALSO QUESTIONED IF THE CONTRACTOR WAS PROPERLY LICENSED AND HAD THE NECESSARY EQUIPMENT IN PLACE TO HANDLE THE WHITE GOODS. FRANK CORSO QUESTIONED IF THE BOARD HAD THE MONEY TO PAY OFF THE FINAL PAYMENT ON THE RECYCLING CENTER, WITH HIM BEING ADVISED THE BOARD DOES HAVE THE MONEY. CORSO ALSO QUESTIONED IF THE BOARD HAD THE EQUIPMENT TO HAUL THE MATERIALS WITH HIM BEING ADVISED THEY DO. HE ALSO QUESTIONED WHY THE SIX CONTAINERS WHICH WERE SUPPOSE TO BE USED THROUGHOUT THE COUNTY FOR RECYCLABLE MATERIALS WERE AT THE RECYCLING CENTER WITH HIM BEING ADVISED THERE HAS TO BE A SITE AGREEMENT AND THE CONTAINERS HAVE TO BE IN A SECURE AREA WHICH HAS LIMITED OR CONTROLLED ACCESS. LESTER MAPLES OF BCM STATED THE BOARD MAY WANT TO PUT A HOLD HARMLESS CLAUSE IN THE CONTRACT. DR. BINGHAM ADVISED THE BOARD THE BRIDGE BUILDER HAS PRETTY MUCH REMOVED HIS EQUIPMENT AND THERE IS GOING TO BE BUSHES PLACED IN FRONT OF THE FENCE SO THE RECYCLING CENTER WILL NOT BE AN EYESORE. HE ALSO ADVISED THE WASTE TIRES WOULD BE PLACED ON A SEMI-TRAILOR AND THE WHITE GOODS WOULD NOT BE AN EYESORE EITHER. COMMISSIONER CARTER QUESTIONED THE WATER SUPPLY AT THE RECYCLING CENTER MEETING THE FIRE CODE, WITH DR. BINGHAM AGREEING TO CHECK ON THIS MATTER AND