COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS POST OFFICE BOX 1529 LAKE CITY, FLORIDA 32056-1529

COLUMBIA COUNTY SCHOOL BOARD ADMINISTRATIVE COMPLEX 372 WEST DUVAL STREET LAKE CITY, FLORIDA 32055

AGENDA

APRIL 19, 2007 7:00 P.M.

7:00 P.M. Invocation

7:05 P.M. Pledge to U.S. Flag

7:10 P.M. <u>Connie Scott</u>, Planning Technician

PUBLIC HEARINGS:

Regular Land Use Amendments (2nd Hearing for Adoption):

- (1) CPA 0146 DDC-1031, LLC, LJC-1031, LLC, and JAW-1031, LLC District 3 Commissioner Skinner
- (2) CPA 0161 Mike and Vicki Harrell District 3 Commissioner Skinner

Text Amendment to Comprehensive Plan (2nd Hearing for Adoption):

(1) CPA 06-1 - Board of County Commissioners

Small Scale Land Use Amendments:

(1) CPA 0167 - Rubicon Investment, LLC - District 3 - Commissioner Skinner

- (2) CPA 0169 Columbia County Housing and Development Corp. District 5 Commissioner Porter
- (3) CPA 0171 CEE-BAS, Inc. District 5 Commissioner Porter

Zoning Amendments:

- (1) Z 0464 Driggers District 3 Commissioner Skinner
- (2) Z 0466 Price Creek, LLC District 4 Commissioner Bailey
- (3) Z 0467 Price Creek, LLC District 4 Commissioner Bailey
- (4) Z 0468 Mikulic District 2 Commissioner Weaver

Preliminary Plat:

(1) SD 0222 - Cypress Lake Business Park - District 3 - Commissioner Skinner

7:40 P.M. Marlin Feagle, County Attorney

- (1) Set Public Hearing Columbia County Utility Regulatory Ordinance
- (2) Set Public Hearing Consideration to Close a Utility
 Easement

******* SECOND PAGE

COMMISSIONERS COMMENTS

PUBLIC COMMENTS

ADJOURNMENT

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS POST OFFICE BOX 1529 LAKE CITY, FLORIDA 32056-1529

CONSENT AGENDA

APRIL 19, 2007

- (1) Invoice John C. Hipp Construction Equipment Company County Road 138 Project 2006-09 \$578,259.05
- (2) Invoice Donald F. Lee & Associates, Inc. County Road 246 \$1,375.00
- (3) Invoice Donald F. Lee & Associates, Inc. Engineering Services \$7,020.00
- (4) Invoice Donald F. Lee & Associate, Inc. -Parkerwood Subdivision \$3,387.50
- (5) Invoice Donald F. Lee & Associates, Inc. Bascom Norris Drive \$1.630.35
- (6) Invoice Adopt A Shore Quarterly Report Reimbursement Request \$3,051.00
- (7) Invoice Florida Association of Counties County Pre-emption Issue \$4,455.55
- (8) Gartmore Mutual Funds Gartmore S&P 500 Index Fund Proxy Card
- (9) Gartmore Mutual Funds Gartmore Mid Cap Market Index Fund Proxy Card
- (10) Gartmore Mutual Funds Gartmore Nationwide Fund Proxy Card

- (11) Gartmore Mutual Funds Gartmore International Index Fund
- (12) Gartmore Mutual Funds Gartmore Investor Destinations
 Moderately Aggressive Fund Proxy Card
- (13) Gartmore Mutual Funds Gartmore Investor Destinations Moderate Fund Proxy Card
- (14) Indigent Burial Dees-Parrish Family Funeral Home Clyde Cantrell, Deceased \$500.00
- (15) Human Resource Columbia County Fire Department Pay Grades
- (16) Human Resource Position Description Assistant County Manager
- (17) Columbia County Emergency Medical Services Refund Request United Healthcare \$58.30
- (18) Florida Department of Transportation Small County Road
 Assistance Program (FY 2008-2009) Candidate Projects

Priority 1:

County Road 131 from US 41 to County Road 246 - 4.9 Miles

Priority 2:

Old Ichetucknee Road from County Road 238 to County Road 240 - 5.0 Miles

POST OFFICE BOX 1529 LAKE CITY, FLORIDA 32056-1529

CONSENT AGENDA

SECOND PAGE

APRIL 19, 2007

(Continued)

- (19) External Budget Amendment Purchasing BA# 06-15 General -Furniture for IT Department and Human Resource - \$3,000.00
- (20) Agreement Ortivus Technical Support Contract Emergency Medical Services Billing Software - Renewal of Technical Support \$3,730.00
- (21) Bid Award to Low Bidder EQ Florida, Inc. Transportation and Disposal of Hazardous Waste Bid No. 2007-E
- (22) Bid Award Pritchett Trucking (\$5.90 per ton) and Suwannee American Cement (\$5.94 per ton) - Limerock - Bid No. 2007-H
- (23) Bid Award to Low Bidder Gil Manufacturing ULV Approved Adulticide Bid No. 2007-D \$14.00 per gallon
- (24) Agreement for Communication Services Fort White Branch Library -Annual Agreement for Internet Services - \$249.95
- (25) Quote Award Target Project -Anderson Columbia Company, Inc. - \$247,534.00 - Construction of Retention Pond
- (26) Cost Proposal Bailey Bishop & Lane, Inc. Cal-Tech Testing, Inc. and Florida Fill & Grade, Inc. - Drilling of Test Borings Across Wetlands and Swamp Using Floating Mats to Access Drilling Locations -Giles and Cole Properties - Bascom Norris Drive - \$171,055.00
- (27) Minute Approval Board of County Commissioners Regular Meeting - March 1, 2007

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS POST OFFICE BOX 1529 LAKE CITY, FLORIDA 32056-1529

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COMMISSIONERS COMMENTS

PUBLIC COMMENTS

ADJOURNMENT

ORDINANCE NO.	

AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 91-6, THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF MORE THAN TEN ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; PURSUANT TO AN APPLICATION, CPA 0146, BY THE PROPERTY OWNERS OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3215, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL, LOW DENSITY (LESS THAN OR EQUAL TO 2 DWELLING UNITS PER ACRE) TO COMMERCIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Columbia County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a comprehensive plan;

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application, for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Columbia County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Columbia County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners held public hearings, with public notice having been provided, pursuant to the procedures established in Sections 163.3161 to 163.3215, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearings, the Board of County Commissioners reviewed and considered all comments received during said public hearings, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

<u>Section 1</u>. Pursuant to an application, CPA 0146, an application by DDC-1031, LLC, LJC-1031, LLC, and JAW-1031, LLC, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification from RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) to COMMERCIAL for property described, as follows:

A parcel of land lying within Section 3, Township 4 South, Range 16 East, Columbia County, Florida. Being more particularly described, as follows: The Northeast 1/4 of the Northeast 1/4 of said Section 3; LESS the right-of-way for Southwest County Road 252-B off West side thereof.

Containing 40.00 acres, more or less.

<u>Section 2</u>. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

The effective date of this plan amendment shall be the date a final order is issued by the Florida Department of Community Affairs finding the amendment in compliance in accordance with Section 163.3184, Florida Statutes; or the date a final order is issued by the Florida Administration Commission finding the amendment in compliance in accordance with Chapter 163.3184, Florida Statutes. Further, the Department's notice of intent to find a plan amendment in compliance shall be deemed to be a final order if no timely petition challenging the amendment is filed. Any affected person may file a petition with the agency within twenty-one (21) days after the publication of the notice pursuant to Chapter 163.3184(9), Florida Statutes. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Community Affairs, Division of Community Planning, Bureau of Local Planning, Plan Processing Team, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

<u>Section 5</u>. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3215, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this 19TH day of APRIL 2007.

Attest:	OF COLUMBIA COUNTY, FLORIDA
P. DeWitt Cason, County Clerk	Chairman, Elizabeth Porter

ORDINANCE	NO.
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AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 91-6, THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF MORE THAN TEN ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; PURSUANT TO AN APPLICATION, CPA 0161, BY THE PROPERTY OWNERS OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3215, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL, LOW DENSITY (LESS THAN OR EQUAL TO 1 DWELLING UNIT PER ACRE) AND COMMERCIAL, HIGHWAY INTERCHANGE TO COMMERCIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Columbia County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a comprehensive plan;

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application, for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Columbia County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Columbia County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below:

WHEREAS, the Board of County Commissioners held public hearings, with public notice having been provided, pursuant to the procedures established in Sections 163.3161 to 163.3215, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearings, the Board of County Commissioners reviewed and considered all comments received during said public hearings, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

Section 1. Pursuant to an application, CPA 0161, by Mike and Vicki Harrell, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification of certain lands, the future land use classification is hereby changed from RESIDENTIAL, LOW DENSITY (less than or equal to 1 dwelling unit per acre) and COMMERCIAL, HIGHWAY INTERCHANGE to COMMERCIAL on property described, as follows:

RESIDENTIAL LOW DENSITY TO COMMERCIAL

A parcel of land lying in Section 33, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Northeast corner of Northwest 1/4 of the Northeast 1/4 of said Section 33, said corner being the Point of Beginning; thence South 06°52'54" West, along the East line of said Northwest 1/4 of the Northeast 1/4 of Section 33 a distance of 1,293.82 feet to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of Section 33; thence North 88°47'18" West along the South line of said Northwest 1/4 of the Northeast 1/4 of Section 33 a distance of 860.83 feet to a point on the Northerly rightof-way line of U.S. Highway 90 (State Road 10), said point being on a curve concaved Northwesterly having a radius of 5,679.50 feet; thence run along said Northerly right-of-way line of U.S. Highway 90 (State Road 10) and said curve a chord bearing of North 60°18'20" West a chord distance of 461.25 feet; thence North 57°58'42" West continuing along said Northerly right-of-way line of U.S. Highway 90 (State Road 10) a distance of 11.01 feet to the Easterly right-of-way line of Northwest Brown Road; thence North 06°44'52" East along said Easterly right-of-way line of Northwest Brown Road a distance of 694.56 feet; thence North 89°21'47" East 665.52 feet; thence North 06°44'52" East 330.00 feet to the North line of said Northwest 1/4 of the Northeast 1/4 of Section 33; thence North 89°21'47" East along said North line of the Northwest 1/4 of the Northeast 1/4 of Section 33 a distance of 639.86 feet to the Point of Beginning.

Containing 32.67 acres, more or less.

AND

COMMERCIAL, HIGHWAY INTERCHANGE TO COMMERCIAL

A parcel of land lying in Section 33, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Northeast corner of Southwest 1/4 of the Northeast 1/4 of said Section 33; thence North 88°23'34" West along the North line of said Southwest 1/4 of the Northeast 1/4 of said Section 33 a distance of 418.64 feet to the Point of Beginning; thence continue North 88°23'34" West along said North line of the Southwest 1/4 of the Northeast 1/4 of said Section 33 a distance of 442.40 feet to a point on the

Northerly right-of-way line of U.S. Highway 90 (State Road 10), said point being on a curve to the left, having a radius of 5,679.58 feet and an angle of 01°15'00" with a chord bearing of South 62°51'39" East with a chord distance of 1213.90 feet; thence Southeasterly along the arc of said curve and Northerly right-of-way line of U.S. Highway 90 (State Road 10) a distance of 123.90 feet; thence South 63°30'00" East 318.90 feet; thence North 26°30'00" East 98.17 feet; thence North 01°36'26" East 98.59 feet to the Point of Beginning.

Containing 1.01 acre, more or less.

Said Lands totaling 33.68 acres, more or less

<u>Section 2</u>. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

<u>Section 3</u>. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

The effective date of this plan amendment shall be the date a final order is issued by the Florida Department of Community Affairs finding the amendment in compliance in accordance with Section 163.3184, Florida Statutes; or the date a final order is issued by the Florida Administration Commission finding the amendment in compliance in accordance with Chapter 163.3184, Florida Statutes. Further, the Department's notice of intent to find a plan amendment in compliance shall be deemed to be a final order if no timely petition challenging the amendment is filed. Any affected person may file a petition with the agency within twenty-one (21) days after the publication of the notice pursuant to Chapter 163.3184(9), Florida Statutes. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Community Affairs, Division of Community Planning, Bureau of Local Planning, Plan Processing Team, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3215, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in reg by the Board of County Commissioners this	gular session with a quorum present and voting, day of 2007
Attest:	BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
P. DeWitt Cason, County Clerk	, Chair

ORDINANCE N	١٥.
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AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 91-6, THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED, RELATING TO AN AMENDMENT TO THE TEXT OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION, CPA 06-1, BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3215, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR AMENDING POLICY II.1.1 BY CHANGING ALL PRINCIPAL ARTERIAL ROADWAY SEGMENTS WITH A "C" LEVEL OF SERVICE STANDARD TO A "D" LEVEL OF SERVICE STANDARD AND BY AMENDING POLICY VIII.2.1 BY CHANGING ALL PRINCIPAL ARTERIAL ROADWAY SEGMENTS WITH A "C" LEVEL OF SERVICE STANDARD; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, empowers the Board of County Commissioners of Columbia County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a Comprehensive Plan;

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a Comprehensive Plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Columbia County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Columbia County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners held the required public hearings, with public notice having been provided, pursuant to the procedures established in Sections 163.3161 to 163.3215, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearings, the Board of County Commissioners reviewed and considered all comments received during said public hearings, including the recommendation of the Planning and Zoning Board, serving also

as the Local Planning Agency, concerning said application for an amendment, as described below; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

Section i. Pursuant to an application, CPA 06-1, by the Board of County Commissioners, to amend the text of the Comprehensive Plan, Policy II.1.1, is hereby amended to read, as follows:

Policy II.1.1 Establish the Service Standards as noted below at peak hour for the following roadway segments within the County as defined within the Florida Department of Transportation Quality/Level of Service Handbook, 2002.

ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	SEGMENT DISTANCE (IN MILES)	LEVEL OF SERVICE	
1	U.S. 441 (from County's north boundary to 1-10)	2U	Principal Arterial	Rural	25.4	D	
2	U.S. 441 (from I-10 to Lake City Urban Area Boundary)	4D	Principal Arterial	Rural Develo	1.6 ped	D	
3	U.S. 441 (from Lake City Urban Boundary Area to Lake City north city limits)	4D	Principal Amerial	Urban	1.0	D	
4	U.S. 441 (from Lake City south city limits to U.S. 41)	2U	Principal Arterial	Rural	1.6	D	
5	U.S. 441 (from U.S. 41 to (-75)	2U	Principal Arterial	Rural	10.7	D	
6	U.S. 441 (from 1-75 to South boundary)	2U	Principal Arterial	Rural	10.2	D	
7	U.S. 41 (from County west boundary to I-10)	20	Principal Arterial	RuraJ	7.0	0	
8	U.S. 41 (from I-10 to Lake City Urban Area Boundary)	4D	Principal Arterial	Urban	2.7	D	
)	U.S. 41 (From Lake City Urban Boundary to Lake City west city limits)	2U	Principal Arterial	Urban	0.6	D	
0	1-75 (from Columbia County west boundary to 1-10)	6D	Florida Intrastate Highway System Limited Access	Rural	3.6	В	
	1-75 (from I-10 to CSX Railroad)	6D	Florida Intrsstate Highway System Limited Access	Rural	5.5	В	

ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	SEGMENT DISTANCE (IN MILES)	LEVEL OF SERVICE
12	I-75 (from CSX Railroad to U.S. 90)	6D	Florida Instrastate Highway System Limited Access	Urban	1.9	С
13	1-75 (from U.S. 90 to S.R. 247)	6D	Florida Intrastate Highway System Limited Access	Urabn	1.2	С
14	I-75 (From S.R. 247 to S.R. 47)	6D	Florida Intrastate Highway System Limited Access	Rural	3.6	В
15	1-75 (From S.R. 47 to U.S. 441)	6D	Florida Intrastate Highway System Limited Access	Rural	8.9	В
16	I-75 (From U.S. 441 to County south boundary)	6D	Florida Intrastate Highway System Limited Access	Rural	5.8	В
17	1-10 (from County west boundary to 1-75)	4D	Florida Intrastate Highway System Limited Access	Rural	2.5	8
18	I-10 (from I-75 to U.S. 41)	4D	Florida Intrastate Highway System Limited Access	Rural	5.0	В
19	1-10 (from U.S. 41 to U.S. 441)	4D	Florida Intrastate Highway System Limited Access	Rural	2.2	В
20	(from U.S. 44) to County's east boundary)	4D	Florida Intrastate Highway System Limited Access	Rural	10.9	В
21	U.S. 90 (from County west boundary to Turner Road)	2U	Principal Arterial	Rural	5.4	D
22	U.S. 90 (from Turner Road to Lake City Avenue)	2U	Principal Arterial	Rural	0.5	D
3	U.S. 90 (from Lake City Avenue to Lake City west limits)	4D	Principal Arterial	Urban	0.5	D
4	U.S. 90 (from Lake City west limits to 1-75)	4D	Principal Arterial	Urban	0.3	D

					-025-03		
ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	SEGMENT DISTANCE (IN MILES)	LEVEL OF SERVICE	
25	U.S. 90 (from I-75 to S.R>247)	6D	Principal Arterial	Urban	1.3	D	
26	U.S. 90 (from S.R. 247 to Baya Avenue)	6D	Principal Arterial	Urban	1.2	D	
27	U.S. 90 (From Lake City east limits to S.R. 100)	40	Minor Arterial	Urban	1.0	D	
28	U.S. 90 (From S.R. 100 to Baya Avenue)	4D	Minor Arterial	Urban	0.4	D	
29	U.S. 90 (From Baya Avenue to end 4 lane)	4D	Principal Arterial	Urban	2.1	D	
30	U.S. 90 (From end 4 lane to County east boundary)	2U	Principal Arterial	Rural	6.5	D	
и	U.S. 27 (from County southwest boundary to Ft. White west town limits)	2U	Principal Arterial	Rural	4.1	D	
2	U.S. 27 (from Fort White east town limits to County southeast boundary)	2U	Principal Arterial	Rural	6.5	D	
3	S.R. 47 (from County south boundary to Fort White south town limits)	2U	Minor Arterial	Rural	3.5	D	
4	S.R. 47 (from Fort White north Town limits to I-75)	2U	Minor Arterial	Rural	13.7	D	
5	S.R. 47 (from I-75 to Lake City south city limits)	4D	Minor Arterial	Rural Developed	3.1	D	
i	S.R. 100 (From Lake City Urban Area boundary to County east boundary)	2U 1	Minor Arterial	Rural	8.0	D	
	S.R. 100 (From Lake City Urban Area boundary to U.S. 90)	2U N	Minor Arterial	Urabn	2.0	D	

ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA	SEGMENT DISTANCE (IN MILES)	LEVEL OF SERVICE
38	S.R. 247 (from County west boundary to C.R. 242)	2U	Minor Arterial	Rural	5.7	D
39	S.R.247 (From C.R. 242 to Lake City Urban Boundary)	2U	Minor Arterial	Rural Developed	5.1	D
40	S.R.247 (From Lake City Urban Boundary to Lake City west city limits)	2U	Minor Arterial	Urban	0.1	D
41	S.R. 10A (From Lake City east limits to U.S. 90)	4D	Principal Arterial	Urban	1.5	D
42	S.R. 2 (From County north boundary to County east boundary)	2U	Major Collector	Rural	0.8	D
43	C.R. 18 (from Fort White east town limits to U.S. 41)	2U	Major Collector	Rural	6.0	D
44	C.R. 18 (from U.S. 41 to County east boundary)	2U	Major Collector	Rural	5.0	D
15	S.R. 238 (from U.S. 441 to County east boundary)	2U	Major Collector	Rural	1.5	D
16	C.R. 100A (From Lake City east limitsto U.S. 90)	2U	Urban Collector	Urban	1.4	D
7	C.R. 252 (From County west boundary to U.S. 90)	2U	Major Collector	Rural	6.0	D
8	C.R. 242 (from County west boundary to U.S. 441)	2U 1	Major Collector	Rural	10.5	D
9	S.R. 136 (from County west boundary to County north boundary)	2U 1	Minor Arterial	Rural	2.2	D
)	C.R. 250 (From County west boundary to Lake City west limits)	2U N	Aajor Collector	Rural	13.0	D

ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	SEGMENT DISTANCE (IN MILES)	LEVEL OF SERVICE
51	C R 250 (from U.S. 441 to County east boundary)	2U	Major Collector	Rural	11.0	D
52	C.R. 6 (from County west boundary to U.S. 441)	2U	Major Collector	Rural	2.6	D
53	C.R. 131 (from U.S. 441 to C.R. 18)	2U	Major Collector	Rural	14.4	D
54	C.R. 245 (from S.R. 100 to County southeast boundary)	2U	Major Collector	Rural	12.0	D
55	C.R. 25A (From U.S. 41 at I-10 to U.S. 441)	2U	Minor Collector	Rural	3.0	D
66	C.R. 131 (from C.R. 246 to U.S. 41 at I-10)	2U	Minor Collector	Rural	4.2	D
7	C.R. 133 (from Lake City Urban Area boundary to C.R. 245)	2U	Minor Collector	Rural	6.6	D
8	C.R. 133 (from Lake City Urban Area boundary to U.S. 90)	2U	Urban Collector	Urban	1.0	D
)	C.R. 135 (from C.R. 250 to U.S.90)	2U	Minor Collector	Rural	4.2	D
)	C.R. 138 (from S.R. 47 to U.S. 27)	2U	Minor Collector	Rural	6.0	D
	C.R. 238 (from beginning of paved portion in Ichetucknee Springs State Park to S.R. 47)	2U	Minor Collector	Rural	3.6	D
	C.R. 240 (from County west boundary to U.S. 441)	2U 1	Minor Collector	Rural	12.0	D
	C.R. 240 (from U.S. 441 to C.R. 245)	2U N	Minor Collector	Rural	0.8	D

ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBE OF LAN	R FUNCTIONAL ES CLASSIFICATIO	AREA ON TYPE	SEGMENT DISTANCE (IN MILES)	LEVEL OF SERVICE
64	C.R. 240 (from C.R. 245 to County's southeast boundary)	2U	Minor Collector	Rural	2.0	D
65	C.R. 245A (from S.R. 100 to C.R. 245)	2U	Minor Collector	Rural	16	D
66	C.R. 246 (from U.S. 41 to U.S. 441)	2U	Minor Collector	Rural	4.4	D
67	C.R. 250A (from C.R. 250 to County east boundary)	2U	Minor Collector	Rural	1.6	D
68	C.R. 252 (from U.S. 441 to County southeast boundary)	2U	Minor Collector	Rural	9.0	D
69	C.R. 252A (from U.S. 90 to C.R. 252)	2U	Minor Collector	Rural	2.8	D
70	C.R. 252B (from U.S. 90 to S.R. 247)	2U	Minor Collector	Rural	2.0	D
71	C.R. 341 (from Lake City Urban Area boundary to C.R. 242)	2U	Minor Collector	Rural	3.2	D
72	C.R. 349 (from C.R. 131 to U.S. 441)	2U	Minor Collector	Rural	2.8	D
3	C.R. 349 (from U.S. 441 to C.R. 245)	2U	Minor Collector	Rural	2.3	D
4	C.R. 778 (from U.S. 27 to U.S. 441)	2 U	Minor Collector	Rural	3.8	D
5	Birley Road (from U.S. 90 to C.R. 242)	2U	Minor Collector	Rural	4.4	D
,	Old Ichetucknee Road (from C.R. 240 to C.R. 238)	2U I	Minor Collector	Rural	5.0	D
	Washington St. (From Lake City east limits to C.R. 100A)	2U U	Jrban Collector	Urban	1.0	D

Section 2. Pursuant to an application, CPA 06-1, by the Board of County Commissioners, to amend the text of the Comprehensive Plan, Policy VIII.2.1, is hereby amended to read, as follows:

Policy VIII.2.1 The County shall use the following level of service standards in reviewing impacts of new development and redevelopment upon the provision of public facilities:

Establish the Service Standards as noted below at peak hour for the following roadway segments within the County as defined within the Florida Department of Transportation Quality/Level of Service Handbook, 2002.

ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	SEGMENT DISTANCE (IN MILES)	LEVEL OF SERVICE
1	U.S. 441 (from County's north boundary to I-10)	2U	Principal Arterial	Rural	25.4	D
2	U.S. 441 (from I-10 to Lake City Urban Area Boundary)	4D	Principal Arterial	Rural Develop	1.6 ped	D
3	U.S. 441 (from Lake City Urban Boundary Area to Lake City north city limits)	4D	Principal Arterial	Urban	1.0	D
4	U.S. 441 (from Lake City south city limits to U.S. 41)	2U	Principal Arterial	Rural	1.6	D
5	U.S. 441 (from U.S. 41 to I-75)	2U	Principal Arterial	Rural	10.7	D
6	U.S. 441 (from I-75 to South boundary)	2U	Principal Arterial	Rural	10.2	D
7	U.S. 41 (from County west boundary to I-10)	2U	Principal Arterial	Rural	7.0	D
8	U.S. 41 (from I-10 to Lake City Urban Area Boundary)	4D	Principal Arterial	Urban	2.7	D
9	U.S. 41 (From Lake City Urban Boundary to Lake City west city limits)	2U	Principal Arterial	Urban	0.6	D
0	1-75 (from Columbia County west boundary to I-10)	6D	Florida Intrastate Highway System Limited Access	Rural	3.6	В
1	1-75 (from I-10 to CSX Railroad)	6D	Florida Intrsstate Highway System Limited Access	Rural	5.5	В

ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	SEGMENT DISTANCE (IN MILES)	LEVEL OF SERVICE
12	I-75 (from CSX Railroad to U.S. 90)	6D	Florida Instrastate Highway System Limited Access	Urban	1.9	С
13	1-75 (from U.S. 90 to S.R. 247)	6D	Florida Intrastate Highway System Limited Access	Urabn	1.2	С
14	I-75 (From S.R. 247 to S.R.47)	6D	Florida Intrastate Highway System Limited Access	Rural	3.6	В
15	1-75 (From S.R. 47 to U.S. 441)	6D	Florida Intrastate Highway System Limited Access	Rural	8.9	8
16	1-75 (From U.S. 441 to County south boundary)	6D	Florida Intrastate Highway System Limited Acceess	Rural	5.8	В
17	I-10 (from County west boundary to I-75)	4D	Florida Intrastate Highway System Limited Access	Rural	2.5	8
18	I-10 (from I-75 to U.S. 41)	4D	Florida Intrastate Highway System Limited Access	Rural	5.0	В
19	(from U.S. 41 to U.S. 441)	4D	Florida Intrastate Highway System Limited Access	Rural	2.2	В
20	I-10 (from U.S. 441 to County's east boundary)	4D	Florida Intrastate Highway System Limited Access	Rural	10.9	В
91	U.S. 90 (from County west boundary to Turner Road)	2U	Principal Arterial	Rural	5.4	D
2	U.S. 90 (from Turner Road to Lake City Avenue)	2U	Principal Arterial	Rural	0.5	D
3	U.S. 90 (from Lake City Avenue to Lake City west limits)	4D	Principal Arterial	Urban	0.5	D
1	U.S. 90 (from Lake City west limits to 1-75)	4D	Principal Arterial	Urban	0.3	D
i	U.S. 90 (from I-75 to S.R>247)	6D	Principal Arterial	Urban	1.3	D

ROADWAY SEGMENT NUMBER	ROAOWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA V TYPE	SEGMENT DISTANCE (IN MILES)	LEVEL OF SERVICE
26	U.S. 90 (from S.R., 247 to Baya Avenue)	6D	Principal Améria)	Usbān	12	D
27	U.S. 90 (From Lake City east limits to S.R. 100)	4U	Minor Arterial	Urban	1.0	D
28	U.S 90 (From S.R. 100 to Bays Avenue)	40	Many Arierial	Orban	0 4	Ď
29	U.S. 90 (From Baya Avenue to end 4 lane)	40	Principal Arterial	Urban	2.1	D
fû	U.S. 90 (From end 4 lone to County cast boundary)	SA	Principal Arterial	Rura)	6,5	D
1	U.S. 27 (from County southwest boundary to Et. White west town limits)	SN	Principal Acterial	Rurat	41	D
Z	U.S 27 (from Fort White east rown limits to County southeast boundary)	2U	Principal Amerial	Rural	6.5	D
3	S.R. 47. (from County south boundary to Fort White south town limits)	2U	Minor Americal	Rural	3.5	D
t i	S R, 47 (from Fort White north Town limits to 1-75)	2 U	Minor Arterial	Rursi	13,7	D
Ú	S.R. 47 (from J-75 to Lake City south city limits)	4D	Minos Arterial	Rural Developed	3 1	à
	S.R. 100 (From Lake City Urban Area boundary to County east boundary)	21.1	Minor Arterial	Rural	80	Ď
	S.R. 100 (From Lake City Urban Area boundary to U.S. 90)	2U 1	dinor Afterial	Crabn	20	D

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ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA	SEGMENT DISTANCE (IN MILES)	LEVEL OF SERVICE
38	S.R. 247 (from County west boundary to C.R. 242)	2U	Minor Arterial	Rural	5.7	D
39	S.R.247 (From C.R. 242 to Lake City Urban Boundary)	2U	Minor Arterial	Rural Developed	5.1	D
40	S.R. 247 (From Lake City Urban Boundary to Lake City west city limits)	2U	Minor Arterial	Urban	0.1	D
11	S.R., 10A (From Lake City east limits to U.S. 90)	4D	Principal Arterial	Urban	1.5	D
12	S.R. 2 (From County north boundary to County east boundary)	2U	Major Collector	Rural	0.8	D
3	C.R. 18 (from Fort White east town limits to U.S. 41)	2U	Major Collector	Rural	6.0	D
4	C.R. 18 (from U.S. 41 to County east boundary)	2U	Major Collector	Rural	5.0	D
5	S.R. 238 (from U.S. 441 to County east boundary)	2U	Major Collector	Rural	1.5	D
5	C.R. 100A (From Lake City east limitsto U.S. 90)	2U	Urban Collector	Urban	1.4	D
	C.R. 252 (From County west boundary to U.S. 90)	2U	Major Collector	Rural	6.0	D
	C.R. 242 (from County west boundary to U.S. 441)	2U 1	Major Collector	Rural	10.5	D
	S.R. 136 (from County west boundary to County north boundary)	20 1	Minor Arterial	Rural	2.2	D
	C.R. 250 (From County west boundary to Lake City west limits)	2U N	Major Collector	Rural	13.0	D
	(from County west boundary to County north boundary) C.R. 250 (From County west boundary to Lake City		T. N. C.			

ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	SEGMENT DISTANCE (IN MILES)	LEVEL OF SERVICE
51	C.R. 250 (from U.S. 441 to County east boundary)	2U	Major Collector	Rural	11.0	D
52	C.R. 6 (from County west boundary to U.S. 441)	2U	Major Collector	Rural	2.6	D
53	C.R. 131 (from U.S. 441 to C.R. 18)	2 U	Major Collector	Rural	14.4	D
54	C.R. 245 (from S.R. 100 to County southeast boundary)	2U	Major Collector	Rural	12.0	D
55	C.R. 25A (From U.S. 41 at I-10 to U.S. 441)	2U	Minor Collector	Rural	3.0	D
56	C.R. 131 (from C.R. 246 to U.S. 41 at I-10)	2U	Minor Collector	Rural	4.2	D
37	C.R. 133 (from Lake City Urban Area boundary to C.R. 245)	2U	Minor Collector	Rural	6.6	D
8	C.R. 133 (from Lake City Urban Area boundary to U.S. 90)	2U	Urban Collector	Urban	1.0	D
9	C.R. 135 (from C.R. 250 to U.S.90)	2U	Minor Collector	Rural	4.2	D
0	C.R. 138 (from S.R. 47 to U.S. 27)	2U	Minor Collector	Rural	6.0	D
ı	C.R. 238 (from beginning of paved portion in Ichetucknee Springs State Park to S.R. 47)	2U	Minor Collector	Rural	3.6	D
	C.R. 240 (from County west boundary to U.S. 441)	2U !	Minor Collector	Rural	12.0	D
	C.R. 240 (from U.S. 441 to C.R. 245)	2U 1	Minor Collector	Rural	0.8	D

ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBE OF LAN	R FUNCTIONAL ES CLASSIFICATIO	AREA ON TYPE	SEGMENT DISTANCE (IN MILES)	LEVEL OF SERVICE
64	C.R. 240 (from C.R. 245 to County's southeast boundary)	20	Minor Collector	Rural	2.0	D
65	C.R. 245A (from S.R. 100 to C.R. 245)	žU	Minor Collector	Rural	1.6	D
66	C R 246 (from U.S. 41 Io U.S. 441)	ZU	Minor Collector	Rural	4.4	D
67	C.R. 250A (from C.R. 250 to County east boundary)	20	Minor Collector	Rural	1.6	D
68	C.R. 252 (from U.S. 441 to County southeast boundary)	2U	Minor Collector	Rural	9.0	D
69	C.R. 252A (from U.S. 90 to C.R. 252)	20	Minor Collector	Rural	2 8	D
70	C R. 252B (from U.S. 90 to S.R 247)	2U	Minor Collector	Rural	2.0	D
71	C.R. 341 (from Lake City Urban Area boundary to C.R. 242)	2U	Minor Collector	Rural	3.2	D
72	C.R. 349 (from C.R. 131 to U.S. 441)	2U	Minor Collector	Rural	2.8	D
3	C.R. 349 (from U.S. 441 to C.R. 245)	30	Minor Collector	Rural	23	D
4	C.R. 778 (from U.S. 27 to U.S. 441)	211	Minor Collector	Rural	3.8	D
5	Birley Road (from U.S. 90 to C.R. 242)	2U	Minor Collector	Rural	4.4	D
5	Old Ichetucknee Road (from C.R. 240 to C.R. 238)	2U	Minor Collector	Rural	5.0	D
7	Washington St. (From Lake City east limits to C.R. 100A)	20 1	Urban Collector	Urban	1.0	D

Section 3. Severability. If any provision or portion of this ordinance is declared by any court of competent

jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 4. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

The effective date of this plan amendment shall be the date a final order is issued by the Florida Department of Community Affairs finding the amendment in compliance in accordance with Section 163.3184, Florida Statutes, as amended; or the date a final order is issued by the Florida Administration Commission finding the amendment in compliance in accordance with Chapter 163.3184, Florida Statutes, as amended. Further, the Department's notice of intent to find a plan amendment in compliance shall be deemed to be a final order if no timely petition challenging the amendment is filed. Any affected person may file a petition with the agency within twenty-one (21) days after the publication of the notice pursuant to Chapter 163.3184(9), Florida Statutes, as amended. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Community Affairs, Division of Community Planning, Bureau of Local Planning, Plan Processing Team, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3215, Florida Statutes, as amended.

by the Board of County Commissioners this	in regular session with a quorum present and voting, day of 2007
Attest:	BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
P. DeWitt Cason, County Clerk	, Chair

ORDINANCE NO.	
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AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 91-6, THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF TEN OR LESS ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; PURSUANT TO AN APPLICATION, CPA 0167, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3215, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM RESIDENTIAL, LOW DENSITY (LESS THAN OR EQUAL TO 2 DWELLING UNITS PER ACRE) TO RESIDENTIAL, MEDIUM DENSITY (LESS THAN OR EQUAL TO 8 DWELLING UNITS PER ACRE) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Columbia County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a comprehensive plan;

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application, for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Columbia County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Columbia County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners held a public hearing, with public notice having been provided, pursuant to the procedures established in Sections 163.3161 to 163.3215, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

Section 1. Pursuant to an application, CPA 0167, by Rubicon Investments, LLC, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) to RESIDENTIAL, MEDIUM DENSITY (less than or equal to 8 dwelling unit per acre) for property described, as follows:

A parcel of land lying within Section 25, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the intersection of the East line of said Section 25 and the South right-of-way line of C.S.X. Railroad; thence South 00°05'00" East, along the East line of said Section 25, a distance of 308.37 feet; thence South 87°13'06" West 625.17 feet; thence South 00°02'17" East 179.50 feet to the North right-of-way line of Northwest Brady Circle; thence South 88°14'42" West, along the North right-of-way line of said Northwest Brady Circle, a distance of 235.04 feet; thence North 00°02'04" East 587.43 feet to the South right-of-way line of said C.S.X. Railroad; thence South 87°03'46" East, along the South right-of-way line of said C.S.X. Railroad, a distance of 859.56 feet to the Point of Beginning.

Containing 8.20 acres, more or less.

<u>Section 2</u>. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

<u>Section 3</u>. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3215, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Community Affairs or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Community Affairs, Division of Community Planning, Bureau of Local Planning, Plan Processing Team, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

PASSED AND DULY ADOPTED, in reg	gular session with a quorum present and voting,
by the Board of County Commissioners this	day of 2007.
Attest:	BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
P. DeWitt Cason, County Clerk	Elizabeth Porter, Chair

ORDINANCE NO.	

AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 91-6, THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF TEN OR LESS ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; PURSUANT TO AN APPLICATION, CPA 0169, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3215, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM COMMERCIAL TO RESIDENTIAL, LOW DENSITY (LESS THAN OR EQUAL TO 2 DWELLING UNITS PER ACRE) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Columbia County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a comprehensive plan;

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application, for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Columbia County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Columbia County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners held a public hearing, with public notice having been provided, pursuant to the procedures established in Sections 163.3161 to 163.3215, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

<u>Section 1</u>. Pursuant to an application, CPA 0169, by CCHDC, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from COMMERCIAL to RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) for property described, as follows:

A parcel of land lying within Section 8, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Lot 20, Block 15 of Lakeside Heights, Section No.1, as recorded in the Public Records of Columbia County, Florida.

Containing 0.20 acre, more or less.

<u>Section 2</u>. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

<u>Section 3</u>. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3215, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Community Affairs or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Community Affairs, Division of Community Planning, Bureau of Local Planning, Plan Processing Team, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3215, Florida Statutes, as amended.

by the Board of County Commissioners this	day of 2007
Attest:	BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
P. DeWitt Cason, County Clerk	Elizabeth Porter, Chair

ORDINANCE NO	O.

AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 91-6, THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF TEN OR LESS ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; PURSUANT TO AN APPLICATION, CPA 0171, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3215, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM RESIDENTIAL, LOW DENSITY (LESS THAN OR EQUAL TO 2 DWELLING UNITS PER ACRE) TO COMMERCIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Columbia County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a comprehensive plan;

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application, for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Columbia County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Columbia County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners held a public hearing, with public notice having been provided, pursuant to the procedures established in Sections 163.3161 to 163.3215, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

<u>Section 1</u>. Pursuant to an application, CPA 0171, by CEE-BAS, Inc. to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) to COMMERCIAL for property described, as follows:

A parcel of land lying within Section 7, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southwest corner of the Northeast 1/4 of said Section 7; thence North 86°10'34" East, along the South line of the Northeast 1/4 of said Section 7, a distance of 1,113.21 feet; thence North 03°48'38" West 76.77 feet to the Point of Beginning; thence continue North 03°48'38" West 31.07 feet; thence North 01°13'20" West 48.51 feet; thence North 86°08'11" East 191.97 feet; thence South 19°25'30" West 64.69 feet; thence North 86°08'11" East 115.06 feet; thence South 19°25'30" West 16.27 feet; thence South 86°08'11" West 247.07 feet to the Point of Beginning.

Containing 0.39 acre, more or less.

<u>Section 2</u>. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

<u>Section 3</u>. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3215, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Community Affairs or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Community Affairs, Division of Community Planning, Bureau of Local Planning, Plan Processing Team, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

ORDINANCE	NO.
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AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 98-1, THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO AN AMENDMENT OF TEN OR MORE CONTIGUOUS ACRES OF LAND TO THE OFFICIAL ZONING ATLAS OF THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, Z 0464, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING REZONING FROM RESIDENTIAL, SINGLE FAMILY MOBILE HOME-2 (RSF/MH-2) TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Columbia County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare and adopt land development regulations;

WHEREAS, Sections 163.3161 to 163.3215, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Columbia County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Columbia County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 125.66, Florida Statutes, as amended, the Board of County Commissioners, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

Section 1. Pursuant to an application, Z 0464, by Chad Williams and Charlie Sparks, as agents for Susan Driggers, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from RESIDENTIAL, SINGLE FAMILY MOBILE HOME-2 (RSF/MH-2) to PLANNED RESIDENTIAL DEVELOPMENT (PRD) for property described, as follows:

A parcel of land lying within Section 27, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Northeast corner of the West 1/2 of the Northwest 1/4 of said Section 27; thence North 89°54'14" West, along the North line of said West 1/2 of Northwest 1/4 of Section 27 a distance of 1,306.18 feet to the Northwest corner of said Section 27; thence South 00°03'22" East along the South line of said West 1/2 of Northwest 1/4 of said Section 27 a distance of 1,282.38 feet; thence North 84°75'56" East 149.66 feet; thence South 06°21'09" East 53.82 feet; thence South 89°44'59" East 1,178.41 feet to the East line of said West 1/2 of the Northwest 1/4 of said Section 27; thence North 01°13'21" West along said West 1/2 of the Northwest 1/4 of said Section 27 a distance of 1,324.18 feet to the Point of Beginning.

Containing 39.89 acres, more or less.

<u>Section 2</u>. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3215, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in reg by the Board of County Commissioners this	ular session with a quorum present and voting, day of 2007.
Attest:	BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
P. DeWitt Cason, County Clerk	Elizabeth Porter, Chair

ORDINANCE N	O.
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AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 98-1, THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO AN AMENDMENT OF TEN OR MORE CONTIGUOUS ACRES OF LAND TO THE OFFICIAL ZONING ATLAS OF THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, Z 0466, BY THE PROPERTY OWNER OF SAID ACREAGE; FOR REZONING FROM RURAL RESIDENTIAL (RR) TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Columbia County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare and adopt land development regulations;

WHEREAS, Sections 163.3161 to 163.3215, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Columbia County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Columbia County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 125.66, Florida Statutes, as amended, the Board of County Commissioners, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

Section 1. Pursuant to an application, Z 0466, by Price Creek, LLC, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from RURAL RESIDENTIAL (RR) to PLANNED RESIDENTIAL DEVELOPMENT (PRD) for property described, as follows:

A parcel of land lying within Section 2, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southwest corner of said Section 2; thence North 01°19'05" West, along the West line of said Section 2 a distance of 2,044.22 feet; thence North 89°43'35" East 108.45 feet to the East right-of-way line of Southeast County Road 245 and the Point of Beginning; thence continue North 89°43'35" East 739.24 feet; thence North 01°19'40" West 2,002.35 feet; thence South 89°53'18" West 843.20 feet to the East right-of-way line of said Southeast County Road 245; thence South 05°57'24" East, along the East right-of-way line of said Southeast County Road 245, a distance of 357.55 feet; thence North 84°09'06" East 315.16 feet; thence South 05°49'50" East 209.89 feet; thence South 84°03'34" West 105.09 feet; thence South 05°53'46" East 207.73 feet; thence South 84°05'35" West 206.98 feet to the East right-of-way line of said Southeast County Road 245 and to a point on a curve; thence Southerly along said East right-of-way line of said Southeast County Road 245, along the arc of said curve concave to the West having a radius of 11,509.20 feet, a delta of 05°50'42", a chord bearing and distance of South 03°16'17" East 1,173.62 feet, an arc length of 1,174.12 feet; thence South 00°29'03" East, along the East right-of-way line of said Southeast County Road 245 a distance of 60.84 feet to the Point of Beginning.

Containing 33.00 acres, more or less.

<u>Section 2</u>. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

<u>Section 3</u>. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3215, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in reg by the Board of County Commissioners this	gular session with a quorum present and voting, day of 2007.
Attest:	BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
P. DeWitt Cason, County Clerk	Elizabeth Porter Chair

ORDINANCE NO.	
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AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 98-1, THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO AN AMENDMENT OF TEN OR MORE CONTIGUOUS ACRES OF LAND TO THE OFFICIAL ZONING ATLAS OF THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, Z 0467, BY THE PROPERTY OWNER OF SAID ACREAGE; FOR REZONING FROM RURAL RESIDENTIAL (RR) TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Columbia County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare and adopt land development regulations;

WHEREAS, Sections 163.3161 to 163.3215, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Columbia County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Columbia County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 125.66, Florida Statutes, as amended, the Board of County Commissioners, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

<u>Section 1</u>. Pursuant to an application, Z 0467, by Price Creek, LLC, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from RURAL RESIDENTIAL (RR) to PLANNED RESIDENTIAL DEVELOPMENT (PRD) for property described, as follows:

A parcel of land lying within Section 2, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southwest corner of said Section 2; thence North 89°53'18" East, along the South right-of-way line of said Section 2 a distance of 70.83 feet to the East right-of-way line of Southeast County Road 245 and to the Point of Beginning: thence continue North 89°53'18" East, along the South right-of-way line of said Section 2 a distance of 2,801.62 feet; thence North 89°53'02" East, along the South right-of-way line of said Section 2 a distance of 997.54 feet to the West right-of-way line of Southeast County Road 245A and to a point on a curve; thence Northerly along said West right-of-way line along the arc of said curve concave to the East having a radius of 2,904.79 feet, a delta of 1°36'54" a cord bearing and distance of North 12°27'36" East 81.87 feet, an arc length of 81.87 feet; thence North 83°42'58" West, 52.83 feet; thence North 01°22'39" East 1,160.64 feet; thence North 88°20'03" West, 3,047.00 feet; thence North 01°19'40" West 119.93 feet; thence South 89°43'06" West 327.70 feet; thence South 00°30'04" East 622.27 feet; thence South 89°45'08" West 420.00 feet to the East right-of-way line of said Southeast County Road 245; thence South 00°04'45" West, 836.32 feet to the Point of Beginning.

Containing 109.11 acres, more or less.

<u>Section 2</u>. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners.

This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3215, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in reg by the Board of County Commissioners this	gular session with a quorum present and voting, day of 2007.
Attest:	BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
P. DeWitt Cason, County Clerk	Elizabeth Porter, Chair

ORDINANCE NO.	INANCE NO.
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AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 98-1, THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO AN AMENDMENT OF LESS THAN TEN CONTIGUOUS ACRES OF LAND TO THE OFFICIAL ZONING ATLAS OF THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, Z 0468, BY THE PROPERTY OWNERS OF SAID ACREAGE; PROVIDING FOR REZONING FROM AGRICULTURAL-3 (A-3) TO COMMERCIAL, NEIGHBORHOOD (CN) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Columbia County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare and adopt land development regulations;

WHEREAS, Sections 163.3161 to 163.3215, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Columbia County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Columbia County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 125.66, Florida Statutes, as amended, the Board of County Commissioners, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

Section 1. Pursuant to an application, Z 0468, by Anthony Mikulic and Carmen Mikulic, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from AGRICULTURAL-3 (A-3) to COMMERCIAL, NEIGHBORHOOD (CN) for property described, as follows:

A parcel of land lying within Section 11, Township 5 South, Range 15 East, Columbia County, Florida. Being more particularly described, as follows: Lot 1 of Pine Wind Estates, Unit No.1 as recorded in the Public Records of Columbia County, Florida.

Containing 4.01 acres, more or less.

<u>Section 2</u>. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

<u>Section 3</u>. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3215, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in reg by the Board of County Commissioners this	gular session with a quorum present and voting, day of 2007.
Attest:	BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
P. DeWitt Cason, County Clerk	Elizabeth Porter, Chair

PETITION TO BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA FOR VACATING, ABANDONING AND DISCONTINUING EASEMENTS

Nilesh Patel and his wife, Rupal Patel, petition the Board of County Commissioners of Columbia County, Florida, to vacate, abandon and discontinue the following easements in Columbia County, Florida:

A utility easement 10 feet in width over the South 10 feet of Lot 28, and a utility easement 10 feet in width over the North 10 feet of Lot 29, Fairway View Unit 1, a subdivision as recorded in Plat Book 3, Page 97-99 of the public records of Columbia County, Florida.

and as grounds for this Petition show as follows:

- 1. The above-described easements were shown on the plat of the subdivision when it was originally filed with the County. No utilities have ever been placed in the area designated for those easements, and there is no likelihood that these easements will ever be needed for the placement of any utilities since there are easements along the front and the rear of both Lot 28 and Lot 29. Attached is a letter from Florida Power & Light confirming that it has no need for those easements.
- 2. The Petitioners are the owners of both Lot 28 and Lot 29, and intend to build their personal residence on both of those lots. They intend to have a portion of the dwelling on Lot 28 and a portion on Lot 29. If the easements are not vacated, it would not be possible for them to build on both lots.

WHEREFORE, Nilesh Patel and his wife, Rupal Patel, request that the Board of County Commissioners of Columbia County, Florida, vacate, abandon and discontinue the above-described easements.

Nilesh Patel

Rupal Patel

To

The Board of County Commissioner Columbia County, Fl

FPL has no objection to the county vacating easement over the south 6ft of the lot 28 and north 6ft of the lot 29 Fairway view unit 1 a subdivision recorded in PB'3 pages 97-99.

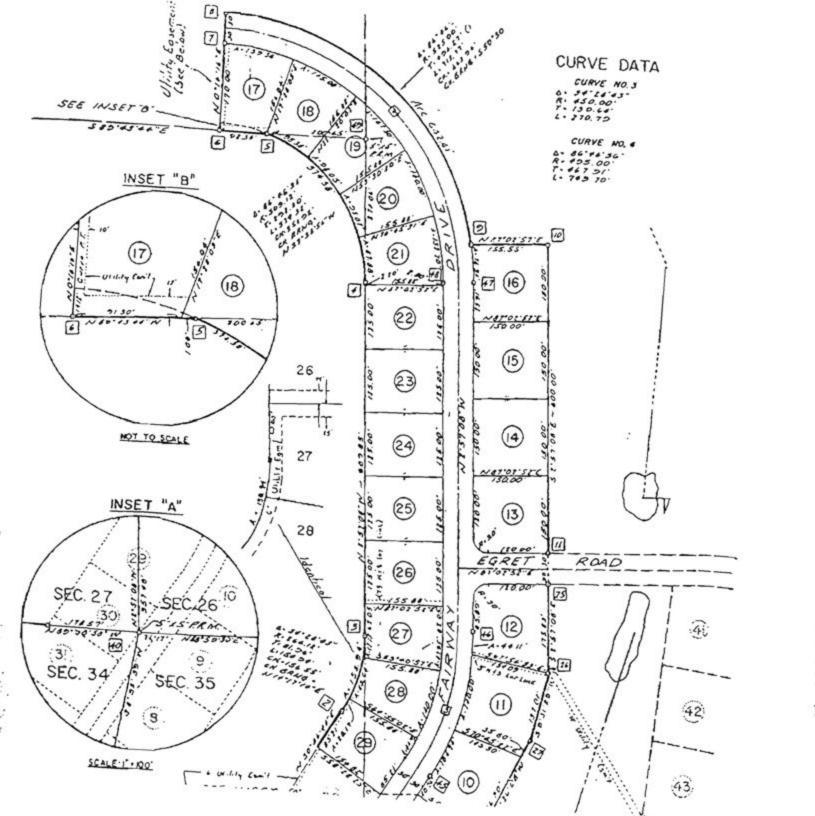
of Consense Accases Mar.



Jeff Simmons, C.E.M. Manager, Major Accounts Nonh Florida Region

Florida Power & Light Company 2618 NE Boscom Norris Orive Lake City, FL 32055 386-754-2014 tol 386-623-3136 mobile 386-754-2009 fax jet w simmons FPLcom

an SPL Group campany Recycled Paper



BEING A PART OF TOWNSHIP 3 SC COLUMBIA (SHEE

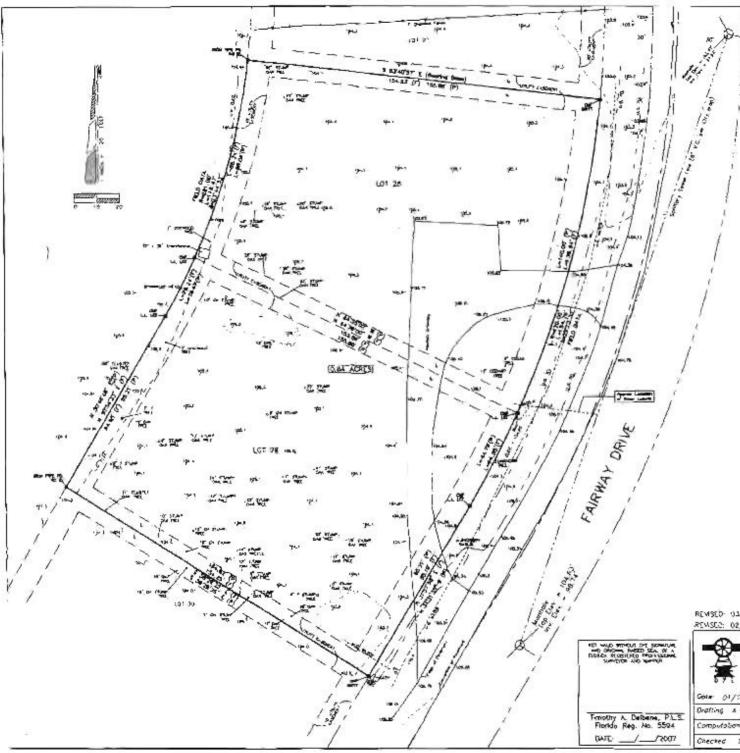
DEDICATION.

Know all man by these present of OLAF RAYNOAL TRUST he Surreyed low out, Sundended one WAIT is, and dedicate to the v.

STATUS ANNOAL TRUST

ACKNOWLEDGEMENT!

STATE OF FLORIDA
COUNTY OF COLUMBIA
I HEREBY CERTIFY that an
before me Morwell B. Reve
to me known to be the interior
for the purposes therein experience
Wilness my hand and off.



TOPOGRAPHIC 30UNDARY SURVEY

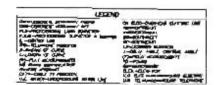
LOTS 28 & 29, FAIRWAY VIEW, UNIT 1 IN SECTIONS 26 & 27 TOWNSHIP 3 SOUTH, RANGE 16 EAST COLUMBIA COUNTY, FLORIDA

DESCRIPTION:

Lots 78 and 29. FAIRWAY MEW LINET A. a subsideran recorded in Pict Book 3, Pages 97 99 of the Public Records of Columbia County, Florida

NOTES:

- 1) Monumentation is as shown and designated or the face of the plat
- 2.) Boundary about or morumentation found in clock, description furnished by chent, prior survey and tubo whor by i.e. ize, \$15.
- Bearings projected from North line of Let 28 and based an obser-referenced ariar survey and subcinition by (1) Lee, PLS
- 4) interior improvements, it players, here not located, 4th this survey
- 5) Underground endischments, of present, were not idealed with this
- 0.) This suredy was made without herefit of a title septer. There may be additional edenments, festivitions, etc. not enpen hereon by: found in the Public Records, tances regarding title and use & zoning, easements & other encumberances are not a post of the ecope of a Boundary Survey and can only be revealed with a thie
- 7) But of Seld survey comprehens upmany 15, 2007,
- 3) Exumination of the Pood Neuronce Role Maps (FAM) for Columbia County shows that, per soid maps, the described saccel lies within Flood Zane "A", which according to spid maps is inside at the 100 year field bloir (ref. Community Pene No. 120070 0175 B)



REMSED: 03/14/2007 Sahltery Sever Added REWSED: 02/17/7007 Underground LEWies Added

CAR FUE: SIBOTOMO



Donald F. Lee and Associates, Inc. SURVEYORS ENG HEERS

140 Northwest Ridgewood Avenue, Lake City, Monda 32055 Phone: (386) 755-6165 FAX: (205) 755-6167

Cartificate of Authoritosian / LB 7842

Sola 01/15/2007

Orating AVE

Computations, A & G

Checked I A U

NICK PATEL

Seple 1 -20 Cald Book 06-509

Wart Criter 05-5180

For 4-41-30

POST OFFICE BOX 1529 LAKE CITY, FLORIDA 32056-1529

CONSENT AGENDA

APRIL 19, 2007

- (1) Invoice John C. Hipp Construction Equipment Company County Road 138 Project 2006-09 \$578,259.05
- (2) Invoice Donald F. Lee & Associates, Inc. County Road 246 -\$1,375.00
- (3) Invoice Donald F. Lee & Associates, Inc. Engineering Services \$7,020.00
- (4) Invoice Donald F. Lee & Associate, Inc. -Parkerwood Subdivision- \$3,387.50
- (5) Invoice Donald F. Lee & Associates, Inc. Bascom Norris Drive- \$1,630.35
- (6) Invoice Adopt A Shore Quarterly Report Reimbursement Request - \$3,051.00
- (7) Invoice Florida Association of Counties County Pre-emption Issue - \$4,455.55
- (8) Gartmore Mutual Funds Gartmore S&P 500 Index Fund Proxy Card
- (9) Gartmore Mutual Funds Gartmore Mid Cap Market Index Fund -Proxy Card
- (10) Gartmore Mutual Funds Gartmore Nationwide Fund Proxy Card

- (11) Gartmore Mutual Funds Gartmore International Index Fund
- (12) Gartmore Mutual Funds Gartmore Investor Destinations
 Moderately Aggressive Fund Proxy Card
- (13) Gartmore Mutual Funds Gartmore Investor Destinations Moderate Fund - Proxy Card
- (14) Indigent Burial Dees-Parrish Family Funeral Home Clyde Cantrell, Deceased - \$500.00
- (15) Human Resource Columbia County Fire Department Pay Grades
- (16) Human Resource Position Description Assistant County Manager
- (17) Columbia County Emergency Medical Services Refund Request -United Healthcare - \$58.30
- (18) Florida Department of Transportation Small County Road Assistance Program (FY 2008-2009) Candidate Projects

Priority 1:

County Road 131 from US 41 to County Road 246 - 4.9 Miles

Priority 2:

Old Ichetucknee Road from County Road 238 to County Road 240 - 5.0 Miles

4 19 10 APPLICATION AND CERTIFICATE FOR PAYMENT

FO Columbia County	PROJECT:County Road 138	asim cation # Two	DISTRIBUTION TO :	
	,0	PERIOD TO MAKE 5 2007	ARCHITECT	
FROM. JOHN C. HIPP CONST. EQUIP. CO.	va. 2016-69		CONTRACTOR	
	200	ARCHITECT'S		
		PROJECT NO.:		
CONTRACT	CONTRACT DATE:			
CONTRACTOR'S APPLICATION	N FOR PAYMENT	Application is made for Payment, as shown below, in conne	ction with the Contract	
CHANGE ORDER SUMMARY		Continuation Sheet, AIA Document G703, is a	itached.	
Change Orders approved in ADDITIONS	DEDUCTIONS			
Previous months by owner		1 ORIGINAL CONTRACT SUM	\$ \$1,814,709.00	
TOTAL		2 NET CHANGE	\$ \$0.00	
Approved this month		3 CONTRACT SUM TODATE	\$ \$1,814,709,00	
Number Date Approved		4 TOTAL COMPLETED AND STORED TODATE	\$ \$927,007.25	
Notice Deal Apploise	1	5 RETAINAGE	3821,001,25	
		a% OF COMPLETED WORK \$		
		b. % OF STORED MATERIAL \$		
		TOTAL RETAINAGE	\$ \$92,700,72	
TOTALS		8 TOTAL EARNED LESS RETAINAGE		
		7 PREVIOUS CERTIFICATES FOR PAYMENT	\$ \$834,308,53	
Net change by Change Orders		8 CURRENT PAYMENT DUE	\$ \$256,047.48	
		4.7 × 7 × 7 × 7 × 7 × 7 × 7 × 7 × 7 × 7 ×	\$ \$578,259.05	را ر
The undersigned Contractor certifies that to the		9 BALANCE TO FINISH, PLUS RETAINAGE	\$780,402.47	
knowledge, Information and belief the work cow				1/50 11/20
L. A	a with the Contract Docu-			31 1- 161
for Payment has been completed in accordance				100
ments, that all amounts have been paid by the	Contractor for work for			UCIA I
ments, that all amounts have been paid by the which previous Certificates for Payment were is	Contractor for work for seved and payments	-		UCY JAN
ments, that all amounts have been paid by the which previous Certificates for Payment were is received from the Owner, and the current paym	Contractor for work for seved and payments	State of . FL County of : 14104	Pour G	UCA HIN
ments, that all amounts have been paid by the which previous Certificates for Payment were is	Contractor for work for seved and payments	NAME	645 S FG FG 861	1 Company
ments, that all amounts have been paid by the which previous Certificates for Payment were is received from the Owner, and the current paym now due	Contractor for work for seved and payments	State of . FL County of : 14) a.c. Subscribed and sworm to before me this.	s day of Apr. 1 2007	UCA Mal
ments, that all amounts have been paid by the which previous Certificates for Payment were is received from the Owner, and the current paym	Contractor for work for seved and payments	Subscribed and swom to before me this.	day of Apr. 1 2007 NOTARY PUBLIC-STATE OF FLORIDA	UCINAL MAN
ments, that all amounts have been paid by the which previous Certificates for Payment were is received from the Owner, and the current paym now due	Contractor for work for seved and payments	NAME	NOTARY PUBLIC STATE OF FLORIDA Annie P. Lee	J. C. May
ments, that all amounts have been paid by the which previous Certificates for Payment were is received from the Owner, and the current paym now due CONTRACTOR	Contractor for work for saued and payments nent shown herein is	Subscribed and swom to before me this 5. Notary Public: Annie 2. her	NOTARY PUBLIC-STATE OF FLORIDA Annie P. Lee Commission (DD610076	U.C. Mari
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ments, that all amounts have been paid by the which previous Certificates for Payment were is received from the Owner, and the current paymow due CONTRACTOR	Contractor for work for saued and payments nent shown herein is	Subscribed and swom to before me this 5. Notary Public: Annie 2. her	Annie P. Lee Commission & Diologo Emires: OCT 30, 2010	J. Hal

2000 9

JOHN C. HIPP CONSTRUCTION EQUIPMENT COMPANY

PROJECT NAME: CR 138
PAY ESTIMATE # Two
DATE: March 30, 2007

ITEM DESCRIPTION	UNIT	QUANITY	UNIT PRICE	T	OTAL PRICE	COMPLETE		AMOUNT COMPLETE	 REVIOUS		AMOUNT EQUESTED	COMPLETE
Mobilization	LS	1	40,435.00	\$	40,435.00	0.75	\$	30,328.25	\$ 16,174.00	\$	14,152.26	75.0
Maintenance of Traffic	LS	1	26,208.00	\$	26,208.00	0.75	\$	19,556.00	\$ 10,483,20	\$	9,172.80	75.0
6" Limerock Base (widening)	LF	67600	3.79	\$	256,204.00	67000	5	253,930.00	\$ 253,930.00	\$	**	99.1
Driveway Pavement	SY	8700	16.91	\$	113,297.00	6000	\$	101,460.00		5	101,480.00	89.6
Superpave Type SP - 9.5	TN	10600	76.50	\$	810,900.00	4400	\$	338,600.00		\$	338,600.00	41.5
Cross Drain Extensions	LS	1	37,000.00	\$	37,000.00	1	\$	37,000.00		\$	37,000.00	
Structure A	LS	1	17,000.00	\$	17,000.00	1	5	17,000.00		\$	17,000.00	
Borrow Material	CY	6500	10.00	\$	65,000.00	5010	\$	50,100.00	\$ 3,910.00	\$	46,190.00	77.1
Shoulder Dressing	LS	1	71,975.00	\$	71,975.00	1	\$	71,975.00		5	71,975.00	100.0
Fertilize, Seed and Mulch	LS	1	17,300.00	\$	17,300.00		\$			\$		0.0
Sodding (Bermuda)	SY	27000	2.24	\$	80,480.00	4000	5	8,960.00		5	8,960.00	14.8
Pavement Markings	LS	1	58,000.00	\$	58,000.00		\$			\$		0.0
Guardrail	LF	1000	29.51	\$	29,510.00		5			\$		0.0
End Anchorage Assem	EA	6	1,900.00	\$	11,400.00		5			\$		0.0
1.50					1,614,709.00			927,007.28	\$ 284,497.20		642,510.05	

A17 Glar

Donald F. Lee & Associates, Inc. 140 NW Ridgewood Avenue Lake City, FL 32055

Invoice Number 07-9186

Invoice Date

Voice: Fax: (336) 755-6166 (336) 755-6167 4/10/07

Sold To:

Columbia Co. Bd. of Co. Comm. P.O. Box 1529 Lake City, FL 32056

Customer ID: Columbia County

		4 6 5 1 24 6 1
Customer PO Payment Terms	į C	Due Date
07-5236 Net 30 Days	: 5/	10/07
is not the contract of the con		
Description		Amount
Topo, elevation survey on CP 346 showing ditch paving - M.P. 4 to M.F.1.1. and		
locate edge of clearing on left side.		
Ordered by John Colson and information given to John.		,
	1	
4 - Man survey crew - 13.75 hours @ \$100.00 per hr.	200	1,375.00

Check/Credit Memo No:



Subtotal	1,375.00
Sales Tax	
Total Invoice Amount	1,375.00
Payment/Credit Applied	
TOTAL	1,375.00

Invoice Numbe 97-9141

> Invoice Date 1:10/0*

Donald F. Lee & Associates, Inc. 140 NW Ridgewood Avenue Lake City, FL 32055

Voice: (386) 755-6166

Fax:

(350; 753-6161

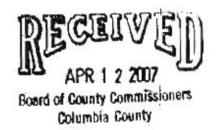
Sold To:

Columbia Co. Bd. of Co. Comm. P.O. Box 1529 Lake City, FL 32056

Check/Credit Memo No:

Customer ID: Columbia County

Customer	PO !	Payment Te	mns	5 5 5 5	65-55	45	Due Date
02-3873		Net la O	ауя	1	n east side of	!	5. 10, 07
	Desc	ription	s z czno	5	i me ees		Amount
GENERAL ENGTHEE	RING - COLL C	5 1 151-42 76- 54.	1-303(
John Colson - C	ð haurs ý 590	.00 fer hi.					7,020.00



Subtotal	7,020.90
Sales Tax	
Total Invoice Amount	7,000.00
Payment/Credit Applied	
TOTAL	7,820.04

Donald F. Lee & Associates, Inc. 140 NW Ridgewood Avenue Lake City, FL 32055 Invoice Number 07-9185

Invoice Date

Voice: Fax:

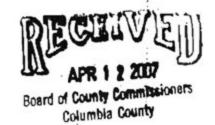
(386) 755-6166 (386) 755-6167

Sold To:

Columbia Co. Bd. of Co. Comm. P.O. Box 1529 Lake City, FL 32056

Customer ID: Columbia County

2 C 4 C 4 C 5 C 6 C 6 C 6 C 6 C 6 C 6 C 6 C 6 C 6		
Customer PO Payment Terms 07-5237 Pet 30 Days	1-	Due Date 5'10'07
Le commence and an arrange of the commence of	23	0.00
Description	-	Amount
Elevations along ditches around Lot 1 and along the ditch on the West line of		
Parkerwood Subdivision. Take elevations on each end of pipes under the road.	1	
Sketch and all information given to John Colson.	:	
3 - Man survey crew -38.00 hours @ \$75.00 per hr.		2,850.00
Technician - 16 hours @ \$32.50 per hr.	20	520.00
Supplies - lathes, nails, ribbon		17.50 ,



	Subtotal		3,387.50
	Sales Tax		
	Total Invoice Amount		3,387.50
Check/Credit Memo No:	Payment/Credit Applied	+	
	TOTAL		1, 287.50

Invoice Number 07-9184 Invoice Date

4/10/07

Donald F. Lee & Associates, Inc. 140 NW Ridgewood Avenue Lake City, FL 32055

Voice: Fax: (386) 755-6166 (386) 755-6167

Sold To:

Columbia Co. Bd. of Co. Comm. P.O. Box 1529 Lake City, FL 32056

Customer ID: Columbia County

TABLE AND THE R. L. P. C. P. P. C. P. C. P. P. P. C. P. P. P. C. P. P. P. C. P.		
Customer PO i Payment Terms 97-2963 Net 30 Days		Due Date 5/10/07
the second secon	· · ·	
Description		Amount
BASCOM HORRIS DRIVE - COL. CG. # 301-5006-541-3031		
Stake centerline, place rebar and pvc pipe @ stations thru the swamp. (John		
Colson)	- 1	
4- Man survey crew - 7 hours @ \$100.00 per hr.		700.00
L	500	675.00
3 - Man survey crew - 9 hours @\$75.00 per hr.		

Check/Credit Memo No:



Subtotal	1,630.35
Sales Tax	
Total Invoice Amount	1,630.35
Payment/Credit Applied	
TOTAL	1,630.35



A Division of Current Problems inc

FEIN 59-3255550

ADOPT A SHORE QUARTERLY REPORT COLUMBIA COUNTY

REIMBURSEMENT REQUEST

Date Submitted 3/31/97 Quarter: Jan - Mar 2007 Grant Amount: \$10,000

Miles Cleaned: 7.5

Miles Adopted: 30

	Total	Recycled	Non-Recycled	% Recycled
Debris/Litter Removed (lbs):	8283	2916	5367	35%

Volunteers: 52

Volunteer Hours: 196

Presentations: Attendance:

Sites Filmed: N/A Locations: N/A

Reimursement Requested:

Travel	\$ 145
Supplies/Services	\$ 146
Salaries	52760
Total	5
Requested	\$ 3051

Additional information/comments:

Respectfully,

Fritzi S. Olson, Executive Director

Date: 3/31/07



ADOPT A SHORE PROGRAM COLUMBIA COUNTY

SALARY SCHEDULE

NAME: FRITZI S. OLSON TITLE: EXECUTIVE DIRECTOR

SALARY: \$27,000 ANNUALLY

SOC. SEC. #	
-------------	--

Month	Reimbursement Amount		
July 2006	\$ 822		
Aug 2006	\$ 822		
Sept 2006	\$ 822		
Total	\$ 2466		
941 TAX	\$ 189		
HEALTH INSUR	\$ 105		
TOTAL PAYROLL EXPENSE	\$2760		

PAYROLL EXPENSE REQUESTED \$ 2760

Signature Date 3/31/07

FRITZI S. OLSON EXECUTIVE DIRECTOR



ADOPT A SHORE PROGRAM COLUMBIA COUNTY QUARTER: Jan – Mar 2007

19

GRANTEE: CURRENT PROBLEMS, INC.

NAME

SOC SEC #

A. FRITZI S. OLSON



	<u>Date</u>	Destination	Purpose	<u>Odometer</u>	Mileage Claimed
A.	Jan - Mar	Ichetucknee, White Springs, High Springs Alachua, G'ville	grant admin	140167 143531	360 miles

TOTAL MILES:

x .445

TOTAL PAID:

\$ 145

PAYEE SIGNATURE:

DATE PREPARED:

3/31/07

FRITZI S. OLSON

EXECUTIVE DIRECTOR



ADOPT A SHORE PROGRAM COLUMBIA COUNTY

QUARTER: January - March 2007 Grantee Name: Current Problems, Inc.

Grant Amount: \$10,000

BALANCE SHEET

BUDGET CATEGORY	AMOUNT	EXPENDED	REIMBURS. REQUEST	BALANCE
SALARIES	8700	2200	2760	5740
OFFICE SUPPLIES/EQUIP	100	1.8	606	-6
TELEPHONE	U	o	Q	0
POSTAGE	200	21	ò	129
PRINTING	200	11	16	173
CLEANUP SUPPLIES/EQUIP	300	37	0	263
TRAVEL/MEETINGS	400	174	145	81
PROGRAM RECOGNITION banners, signs advertising web	190	4	42	54
TOTALS	10,000	3463	3051	1484

AMOUNT OF REIMBURSEMENT: \$ 3051

SUBMITTED BY: DATE: 3/31/07

Fritzi S. Olson, Executive Director, Current Problems, Inc., Grantee

APPROVED

Contract Manager

Date

Check Number

Comments

APPROVED

Executive Director

Date

Check Number

Date Sent



INVOICE

Columbia County

SixerLand

TEARSO) WINE

Terms: Due and payable April 30, 2007

ROD HOLL

RUINEL LINE.

WELTIN G. CHONELL

CHOUSTONIER L. HOILEY

For: County Pre-emption Issue

Less:

Prior Year Credit Current Year Credit

TOTAL DUE

\$5,000.00

\$ (266.67) \$ (277.78)

\$4,455.55

Hale Williams

Please make checks payable to: FLORIDA ASSOCIATION OF COUNTIES, INC. P.O. Box 549, Tallahassee, FI 32302 Phone: 850/922-4300



4 19 07 da

TO:

Charter County Administrators

FROM:

Chris Holley, Executive Director

DATE:

March 30, 2007

RE:

Invoices for County Pre-emption Issue

RIVOVHILLH

Meast MALL

TOWEST JULIUS

RODNE LINE

WELRING CHANCIL

CHRATINITER L HATES

Attached is the invoice for your county's contribution to the FAC effort to prevent any state pre-emption of your countywide powers with respect to the use, development and redevelopment of land. The invoice includes credit for FAC's contribution to the effort. As previously reported, your county's contribution will be utilized in the effort to defeat this serious infringement upon county powers. On behalf of all of Florida's counties, FAC finalized the contracts with Ronald L. Book, P.A. (Ron Book) and Johnson & Blanton (Jon Johnson) who began their legislative work for FAC on this issue on March 1. We will keep you apprised of developments, including the expenditures of funds, related to this effort.

This issue is of the utmost importance and we greatly appreciate your support.

Should you have any questions or concerns, please feel free to contact me.

CC:

Executive Committee (without attachments)
Charter County Lobbyists (without attachments)

Palmer Mason, Legislative Director

FARMINGDALE, NY 11738 PROXY TABULATOR P.O. BOX 9112

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Your prompt response will save your Fund the expense of additional mellings

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GARTMORE MUTUAL FUNDS

CARTHORE SAP 500 INDEX FUND

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Conquery or Nationande Life and Arvady Imagence Congasy is ester of stores of the Fund of California Material Funds (The Fund), as indicated above, all that date in the or the wastern amount or canada the enumerous contact, as of Fudbrary 2, 2007, of a Special Meeting of Standards of the Tradit to be held of 1000 films Road, Soils 1000, Constitutionism. Permyshama 19420, or Monday April 20, 2007, of 9000 n.m., Eastern bins, and at any estimatements thereof. These extractors shall be used to unless until the The authorispheric context desire of a variable provide or separate ble couponics optimals revolving provide authorispherical context. In the context is a context of the couponic optimals revolved and provided and proposativi described in the Possy Stelevistri de specificii ne lite vegetae edit

Records of the Notice of Special Meeting of Shakeristers and the accompanying Proxy Silaminest is Newty accommodate

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00003194 612-989-932NHFD1

LAKE CITY PL 32056-1528 PO DRAWER 1529

00022194

20001557

0002164

PROMPTLY IN THE ENGLOSED ENVELOPE PLEASE SIGN, DATE, AND RETURN



NOTE Please sign exactly as poor some appears on the Vising Visitation Form When press are had by poor exactly at head one house about the poor exactly at head one house about they will have a provided in a biscource provided by the source of the source Signature(s) (Title(s), if epplicable) reference but parent a life. (Sign in the Box)



OF SCHOOL ST

PI	ease fill in box(es) as shown using black or blue ink or number 2 pencil. EASE DO NOT USE FINE POINT PENS.				
	•				4
TH	HIS PROXY IS SOLICITED BY THE BOARD OF TRUSTEES OF THE TRUST. The Board of Trustees recommen	nds that you	vote FOR the	following prop	osal:
		FOR	AGAINST	ABSTAIN	
1.	To approve a new investment advisory agreement between Gartmore Mutual Fund Capital Trust and the Trust, on behalf of the Fund.	0	0	0	
	PLEASE SIGN AND DATE ON THE REVERSE SIDE.				
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GARTMORE MUTUAL FUNDS

GARTMORE INTERNATIONAL INDEX FUND

Your prompt response will save your Fund the expense of additional mailings.

The undersigned contract owner of a variable annuity or variable life insurance contract, revoking previous voting instructions, hereby instructs Nationwide Life Insurance Company to vote all shares of the Fund of Gartmore Mutual Funds (the "Trust"), as indicated above, attributable to his or her variable arounty or variable life insurance contract, as of February 2, 2007, at a Special Meeting of Shareholders of the Trust to be held at 1200 River Road, Surfe 1000; Conshiohocken, Perinsylvania 19426, on Monday, April 23, 2007, at 9:00 a.m., Eastern time, and at any adjournments thereof. These instructions shall be used to vote on the proposal(s) described in the Proxy Statement as specified on the reverse side.

Receipt of the Notice of Special Meeting of Shareholders and the accompanying Proxy Statement in hereby acknowledged.

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COLUMBIA COUNTY BOCC
PO DRAWER 1529
LAKE CITY FL 32058-1529

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PLEASE SIGN, DATE, AND RETURN PROMPTLY IN THE ENCLOSED ENVELOPE

Date.		

Signature(s) (Title(s), if applicable)

(Sign in the Box)

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GARTMORE MUTUAL FUNDS

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Your prompt response will save your Fund the expense of additional mailings

The undersigned contract owner of a variable annuity or variable life insurance contract, revoking previous voting instructions, hereby instructs Nationwide Life and Annuity Insurance Company to vote all shares of the Fund of Garimore Mutual Funds (the "Trust"), as indicated above, attributable to his or her variable annuity or variable life insurance contract, as of February 2, 2007, at a Special Meeting of Shareholders of the Trust to be held at 1200 River Road, Suite 1000. Conshoholders, Pennsylvenia 19428, on Monday, April 23, 2007, at 9:00 a.m., Eastern time, and at any adjournments thereof. These instructions shall be used to vote on the proposal(s) described in the Proxy Statement as specified on the reverse side.

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Receipt of the Notice of Special Meeting of Shareholders and the accompanying Proxy Statement is hereby acknowledged

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COLUMBIA COUNTY BOCC
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LAKE CITY FL 32058-1529
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Signature(s) (Title(s), if applicable)

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NOTE. Please sign exactly as your name appears on this Voting Instruction Form. When shares are held by joint tenents, at least one holder should sign. When signing in a fiduciary capacity, such as accuracy, attributes trustee, afterney, guarden, etc. please and code. Corporate and pertnership provine should be regred by an authorized person indicate of the person is the

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Dees-Parrish Family Funeral Home

458 South Marion Avenue Lake City, Florida 32025

Phone: [386] 961-9500 or 752-1234 Fax: [386] 752-7006

Owner: Debra Parrish Dees

FDIC: J. Robert Weaver

Columbia County Board of County Commissioners PO Drawer 1529 Lake City, FL 32056

To Whom It May Concern:

I, Patricia Rawlings sister of the decedent, Clyde Cantrell (SS#253-08-0030) who is a resident of Columbia County, currently residing at 1537 SE Baya Drive, do hereby request help with paying for the direct cremation of my brother as there are no funds by which to do so. There is no life insurance nor any others means by which to afford this expense. I thank you for your help and consideration in this matter.

Yours truly,

Patricia Rawlings

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INVOICE

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(DIATEMENT OF * UNERAL GOODS AND SERVICES SELECTED) (Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory to use any items, we will explain the reasons in writing below.)

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458 S. Marion Ave . Lake Cin.: Floreda 32025 (386) 752 1234 . Fax (386) 961-9070 "Our Family Serving Your Family"

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## **Board of County Commissioners**

# Memo

To:

Lisa Roberts

From:

Michele Crummitt

CC:

Date:

April 9, 2007

Re:

Columbia County Fire Department Pay Grades

I've attached the proposed CCFD pay grades to this memo. The CCFD pay grades were developed as the County was implementing the Cody & Associates salary survey and were not included in the Board approval of that project. Please place on the agenda for the next meeting for Board consideration and approval.

Prior to submission to the Board, please review the exempt status as indicated on the pay grades and let me know if you think anything should be changed. Thanks for your assistance.

## FIRE DEPARTMENT PAY GRADES

POSITION TITLE	EXEMPT STATUS	PAY GRADE	MINIMUM / OVERTIME	MAXIMUM / OVERTIME
FIREFIGHTER	N	15	9.79/14.68	15.23/22.84
			\$ 27,000.00	\$ 42,000.00
DRIVER/ENGINEER	N	16	10.88/16.32	16.32/24.48
			\$ 30,000.00	\$ 45,000.00
LIEUTENANT	N	17	12.69/19.03	18.14/27.21
HOURLY RATES FOR PAY GRADES	S 15, 16 & 17 CALCUI	LATED ON 2756 H	\$ 35,000.00 HOURS ANNUAL	\$ 50,000.00 LY
DIVISION CHIEF/FIRE PREVENTION	EA	18	\$ 42,000.00	\$ 62,000.00
ASSISTANT CHIEF	EA	19	\$ 50,000.00	\$ 70,000.00
CHIEF	EE	20	\$ 60,000.00	\$ 85,000.00
OFFICE MANAGER	EA	113	13.3900	20.0800
			\$ 27,851.00	\$ 41,766.00
SUPPLEMENTS	HAZMAT	EMT		
(ANNUAL)	\$ 750.00	750.00		

#### ASSISTANT COUNTY MANAGER

#### MAJOR FUNCTION:

This is liaison and staff administrative work in assisting the County Manager in the County Commissioner's office. Work involves providing administrative support to assist the County Manager in a variety of administrative functions governed generally by broad instructions, objectives and policies, and usually involves frequently changing conditions and problems. Requires judgment to apply factual background and fundamental principles in developing approaches and techniques for the solution of problems. Employee must also exercise considerable tact and courtesy in frequent contact with public officials and the general public. Work is performed under the general guidance and limited supervision of the County Manager.

#### ESSENTIAL FUNCTION:

Acts as assistant to County Manager; interprets administrative policy and decisions as explained and directed; relieves the County Manager of clerical details and operational administrative matters.

Performs public relations functions with the public, department heads, officials and personnel and visitors; coordinates meetings, conferences and appointments for the County Manager.

Attends county commission meetings, audio tapes meetings, and take notes for reference.

Assists with staff assignments as a result of Board action.

Responsible for organizing and reviewing preparation of agendas for the Board.

Assists in gathering the necessary information pertinent to issues which are to be discussed by the Board.

Assists in serving as liaison between the Board of County Commissioners and the general public.

Designated Americans with Disabilities Act (ADA) Officer; ensures compliance and responds to complaints.

Designated Affirmative Action/Equal Employment Opportunity (AA/EEO) Officer; ensures compliance and maintenance of plan.

Designated Privacy Officer, ensures compliance of federal and state laws that apply to the privacy of patient information, including the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

#### Assistant County Manager Page Two

Processes Resolutions and Ordinances adopted by the Board of County Commissioners.

Maintains appointment listing of individuals appointed to various boards/committees by the county commission.

Assists department heads and commissioners as needed.

Assists in gathering information for monthly Department Head meetings.

Independently composes letters and correspondence, answers telephone and receives inquiries, providing information based on considerable knowledge of County programs and activities, or referring callers to appropriate personnel or agencies, as necessary.

#### NON ESSENTIAL FUNCTIONS:

Performs other related duties as required by the County Manager.

#### WORK ENVIRONMENT:

Work is performed in a standard office environment, normally seated, but position requires mobility to attend meetings outside the office and beyond normal working hours.

#### TRAINING AND EXPERIENCE:

Associate's degree in business management or a related field, and 3 to 5 years of experience providing administrative/management support, preferably in a governmental setting; or any equivalent combination of training and experience which provides the required knowledge, skills and abilities. Progressively responsible professional experience as described herein may be substituted on a year-for-year basis for the required college degree.

#### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of rules, regulations, policies and procedures governing the County. Knowledge of County government and its functions.

Knowledge of modern office practices and procedures.

Ability to make decisions independently regarding general administrative responsibilities.

#### Assistant County Manager Page Three

Ability to respond tactfully to citizens presenting complaints regarding County government and its service.

Ability to establish and maintain effective working relationships; with other employees, county officials and general public.

Ability to communicate effectively and efficiently in standard English, orally and in writing.

Ability to read a variety of correspondence, reports, forms, manuals, and invoices. Ability to prepare correspondence using prescribed formats and conforming to all rules of punctuation, grammar diction, and style.

Skill in the operation of common office machines.

#### ESSENTIAL PHYSICAL SKILLS/DEMANDS:

Acceptable eyesight (with or without correction).

Acceptable hearing (with or without correction).

Ability to communicate both orally and in writing in the English language.

Ability to sit at a desk and view a display screen for extended periods of time.

Lifting up to 25 pounds.

Walking, standing, kneeling, bending, and stooping.

Manual dexterity required to operate office equipment.

#### PROFESSIONAL LICENSES:

Valid Florida Drivers License. Columbia County residency required within six months of date of employment.

Pay Grade: 124

BCC Approved: April 19, 2007

#### ASSISTANT COUNTY COORDINATOR

#### NATURE OF WORK

This is liaison and staff administrative work in assisting the County Coordinator in the County Commissioner's Office.

An employee in this class takes some of the detail work from the County Coordinator and assists in administrative activities.

#### ILLUSTRATIVE TASKS

Assists in personnel functions; supervises the processing of new employees; advertises vacancies and accepts applications for vacancies; supervises the maintenance of personnel records.

Responsible for organizing and preparing agendas for the Board.

Assists in gathering the necessary information pertinent to issues which are to be discussed by the Board.

Assists in serving as liaison between the Board of County Commissioners and the general public.

Assists in responding to citizen complaints.

Performs other job-related duties.

#### REQUIRED KNOWLEDGES, SKILLS AND ABILITIES

Knowledge of rules, regulations, policies and procedures governing the County.

Knowledge of County government and its functions.

Ability to make decisions independently regarding general administrative responsibilities.

Ability to respond tactfully to citizens presenting complaints regarding County Government and its service.

Ability to establish and maintain effective working relationships; with other employees, county officials and general public.

Ability to communicate effectively, orally and in writing.

#### DESIRABLE TRAINING AND EXPERIENCE

Reasonable experience in government or any equivalent combination of training and experience. Graduation from a standard high school.

PAY GRADE: 7

#### COLUMBIA COUNTY EMERGENCY MEDICAL SERVICES P.O. BOX 2949

#### LAKE CITY, FL 32056

(386) 752-8787 * FAX (386) 719-7498

To: Board of County Commissioners

Fr: Vicky Simmons

Dt: April 4, 2007

Re: Refund Request

#### Accounting:

Due to United Healthcare processing payment in error, an overpayment has occurred on the account below. Please issue a check in the amount of \$58.30 made payable to:

United Healthcare P.O. Box 740819 Atlanta, GA 30374-0819

Patient	Date of Service	Amount
Engman, Stella	09/19/2006	\$58.30

Thank you in advance for your cooperation.

xc/file

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - George Skinner
District No. 4 - Stephen E. Bailey
District No. 5 - Elizabeth Porter



BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

April 2, 2007

Mr. Charles W. Baldwin, P.E. District Secretary Florida Department of Transportation 1109 South Marion Avenue, MS-2014 Lake City, Florida 32025-5874

RE: Small County Road Assistance Program (FY 2008-2009)

Dear Mr. Baldwin:

In accordance with your letter dated March 1, 2007 regarding submittal of candidate projects for fiscal year 2008-2009 through the Small County Road Assistance Program (SCRAP), Columbia County hereby remits the priority list for consideration of funding through the stated program:

Priority 1:

CR 131 from US 41 to CR 246 a distance of 4.9 miles.

Priority 2:

Old Icheruckinee Road from CR 238 to CR 240 a distance of 5.0 miles.

Each project improvement will consist of widening and resurfacing, structure extensions, shoulder work and safety features. Funding beyond F.D.O.T. programming to be provided by the county. County will manage design and construction.

Your consideration in funding the above stated projects is greatly appreciated. If I may be of further assistance in this matter, please contact me at (386) 758-1005.

Sincerely,

Chairperson

Mr. Charles W. Baldwin, P.E. District Secretary Florida Department of Transportation April 2, 2007 Page Two

XC: Dale Williams, County Manager
John Colson, County Engineer
Board of County Commissioners
Jordan Green, DOT Planning
Katrina Sadler, DOT Planning
Small County Road Assistance Program File
Outgoing Correspondence

District No. 1 - Ronald Williams District No. 2 - Deway Weaver District No. 3 - George Skinner District No. 4 - Stephen E. Bailey District No. 5 - Elizabeth Porter



#### BOARD OF COUNTY COMMISSIONERS . COLUMNIA COUNTY

#### MEMORANDUM

TO:

Board of County Commissioners

John Colson, P.E.

FROM:

Lisa K.B. Roberts Assistant County Manager

DATE:

March 9, 2007

SUBJECT:

Small County Outreach Program (FY 2008-2009)

Attached you will find information regarding the Small County Outreach Program for fiscal year 2008-2009. Please review the project eligibility requirements and forward any recommended projects you feel qualify to me for review by the County Engineer. Columbia County will only be eligible to submit two (2) new candidate projects which are due to the Florida Department of Transportation no later than May 1, 2007.

Additionally. I am requesting the County Engineer review the same requirements as stated above and submit eligible projects.

Thank you for your assistance in this matter.

XC: Dale Williams, County Manager Small County Outreach Program File Outgoing Correspondence

1) Cf 131 Don US VI to CRIVE 4.9 miles wider + ruleyting 1) Old Traductive Will from CR 238 16 CR 240 S.O Miles Wider & Rusertit

MADO MEETS FIRST THURSDAY AT TOO PM AND THIRD THURSDAY AT 1 70 PU



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#### Florida Department of Transportation

CHARLIF CRIST

1109 South Marian Avenue – MS 2014 Lake City, Florida 32025-5874 STEPHANIE KOPELOUSOS INTERIM SECRETARY

March 1, 2007

The Honorable Elizabeth Porter, Chairman Columbia County Board of County Commissioners Post Office Drawer 1529 Lake City, Florida 32056 RECEIVED

Board of County Commissioners Columbia County

Subject:

Small County Outreach Program (FY 2008-2009)

Dear Chair Porter:

As you know, Section 339.2818, Florida Statutes, established the Small County Outreach Program (SCOP). The statute provides for the Department to fund 75% of the cost of these projects. A summary of the county and project eligibility requirements found in the statute is attached. Columbia County is eligible for this program.

The Department has developed a process for identifying, prioritizing and selecting eligible projects for construction. A copy of this process is also attached. Please use the attached project criteria and project information sheets for your submittal.

To accomplish this program for Fiscal Year 2008-2009 funding, we will need two (2) new candidate projects from Columbia County by May 1, 2007. From this list of projects from all eligible counties, we will develop the Fiscal Year 2008-2009 Work Program for use of this funding.

While we anticipate funding to be available for the fiscal year noted, this is subject to continuation of the program in law and funding being affirmed in the appropriations process.

The program will be coordinated and managed by the District 2 Rural Planning Office from the lists provided by the counties, taking into consideration the criteria found in Section 339.2818, Florida Statutes. The projects will be limited to resurfacing, reconstructing, constructing capacity or making safety improvements to county roads.

Once a project is selected for the work program, the County will need to enter into a Joint Participation Agreement (JPA) with the Department as the project is jointly funded.

Again, the Department will fund 75% of the project costs, unless the county is eligible for a

appropriate blank on Attachment "C" if the County chooses to exercise its option for a waiver. If the County's request for match waiver is approved, the Department will fund 100% of the project costs.

We look forward to continue working with you in this program. Please provide the list as requested to Katrina Sadler, our District Planning Programs Administrator by April 20, 2007. She will also answer any questions you may have about the program. You may contact her at 1-800-749-2967 extension 7745 or at the address above.

Sincerely,

harles W. Baldwin

District Secretary

CWB:KS:ke

Enclosures

### The Small County Outreach Program Eligibility Criteria

(This should be used by Counties for selection of candidate projects)

#### Per SB 862:

#### For County Eligibility:

- Includes small Counties with 150,000 or less in population as determined by the most recent official estimate pursuant to Section 186.901, Florida Statutes.
- The Department may consider whether the County has attempted to keep county roads in satisfactory condition through use of the above funding mechanisms.
- The County must provide 25% of the project costs. The Department will fund the other
   75%.

#### For Project Eligibility (as a minimum):

- 1. The project must be on the county road system.
- 2. The primary criterion is the physical condition of the road as measured by the Department.
- 3. Whether the road is used as an evacuation route.
- 4. Whether the road has a high level of agricultural travel.
- 5. Whether the road is considered a major arterial route.
- Whether the road is considered a feeder route.
- Plus any other criteria related to the impact of a project on the public road system or on the state or local economy as determined by the Department.

#### COUNTY CANDIDATE PROJECT FOR INCLUSION IN THE SMALL COUNTY OUTREACH PROGRAM

Project Description	County Will Manage Design and Construction
	Yes No
	County is Eligible for, and Requests, Waiver of 25% Match
	Ves No

#### Project Information Small County Outreach Program

County:			
	ion:		
FDOT Roadway	, ID:	Begin MP:	End MP:
	(ID:	Begin MP:	End MP:
FDOT Roadway	ID:	Begin MP:	End MP:
(Please supply lo	ocation map for Pavement Co	ondition Survey or	ews)
put on the roadw	•	We have occasion	eir survey, plus it should also be ally used dummy ones in the past to know where the projects
No. Lanes:	Existing Lane Width:	Pro	posed Lane Width:
Proposed Scope:			
County has perfor	med regular preventative ma	aintenance activitie	es: Yes No
ounty has reque	sted, and is eligible for, waiv	er of 25% match:	Yes No

Attachment "C"

This information is recorded for all candidate projects.



#### Florida Department of Transportation

CHARLIE CRIST GOVERNOR 1109 South Marion Avenue - MS 2014 Lake City, Florida 32025-5874 STEPHANIE KOPELOUSOS INTERIM SECRETARY

March 1, 2007

The Honorable Elizabeth Porter, Chair Columbia County Board of County Commissioners Post Office Drawer 1529 Lake City Florida 32056

Subject:

Small County Road Assistance Program

Dear Chair Porter:

As you know, actions of the 1999 Legislative session included the creation of Section 339.2816, Florida Statutes, which established the Small County Road Assistance Program. Beginning in fiscal year 1999/2000 until fiscal year 2009/2010, this program provides up to \$25 million annually from the State Transportation Trust Fund for county road resurfacing and reconstruction projects. A summary of the county and project eligibility requirements found in the statute is attached. Columbia County has been determined to be eligible for this program.

The Department has developed a process for identifying, prioritizing and selecting eligible projects for construction. A copy of this process is also attached. To accomplish this program for fiscal year 2008/2009 funding, we will need a new list of two candidate projects from Columbia County County by May 1, 2007. From this list of projects from all eligible counties, we will develop the fiscal year 2008/2009 work program for use of this funding. In March 2008 we will request you to update this list for the fiscal year 2008-2009 program. While we anticipate funding to be available for the fiscal year noted, this is subject to continuation of the program in law and funding being affirmed in the appropriations process.

The program will be coordinated and managed by the district office. The projects selected for construction will be chosen by taking into consideration the criteria found in Section 339.2816, Florida Statutes. The projects will be limited primarily to resurfacing, restriping and minimal shoulder work so the funds may provide the intended assistance to the maximum extent possible.

Once a project is selected for the work program, the County will have the option to enter into a Joint Project Agreement (JPA) with the Department. The County will do the work and then the Department will reimburse the project costs to the County after completion. If you desire to use a JPA, please notify the Department contact

the Department will manage the project through construction and then it will remain on the County system.

We look forward to continue working with you in this program. Please provide the list as requested to Katrina Sadler, Planning Programs Administrator. You may contact Katrina Sadler at 386-961-7745 or Kim Evans at 386-961-7402 or at the address above.

Sincerely,

Charles W. Baldwin, P. District Two Secretary

CWB:KS:ke

**Enclosures** 

## Criteria for Project Prioritization in the Small County Road Assistance Program

(This shall be used by Districts for tentative prioritization of projects)

County:		
Project Description:		
FDOT Roadway ID:	Begin MP:	End MP:
FDOT Roadway ID:	Begin MP:	End MP:
FDOT Roadway ID:	Begin MP:	End MP:
(Picase supply location map for	Pavement Condition Survey crew	vs)
Office. The Pavement Condition put on the roadway location scree but this is not a good practice as actually were.	en in WPA. We have occasional	ly used dummy ones in the pas
Physical Condition:		
This will be measured by Office. It will be the prin	Pavement Condition Survey cre- nary prioritization factor.	ws from the State Materials
County has performed regular pre	eventative maintenance activities	: Yes No

# POST OFFICE BOX 1529 LAKE CITY, FLORIDA 32056-1529

#### CONSENT AGENDA

#### SECOND PAGE

#### APRIL 19, 2007

#### (Continued)

- (19) External Budget Amendment Purchasing BA# 06-15 General -Furniture for IT Department and Human Resource - \$3,000.00
- (20) Agreement Ortivus Technical Support Contract Emergency Medical Services Billing Software - Renewal of Technical Support \$3,730.00
- (21) Bid Award to Low Bidder EQ Florida, Inc. Transportation and Disposal of Hazardous Waste Bid No. 2007-E
- (22) Bid Award Pritchett Trucking (\$5.90 per ton) and Suwannee American Cement (\$5.94 per ton) - Limerock - Bid No. 2007-H
- (23) Bid Award to Low Bidder Gil Manufacturing ULV Approved Adulticide Bid No. 2007-D \$14.00 per gallon
- (24) Agreement for Communication Services Fort White Branch Library -Annual Agreement for Internet Services - \$249.95
- (25) Quote Award Target Project -Anderson Columbia Company, Inc. - \$247,534.00 - Construction of Retention Pond
- (26) Cost Proposal Bailey Bishop & Lane, Inc. Cal-Tech Testing, Inc. and Florida Fill & Grade, Inc. - Drilling of Test Borings Across Wetlands and Swamp Using Floating Mats to Access Drilling Locations -Giles and Cole Properties - Bascom Norris Drive - \$171,055.00
- (27) Minute Approval Board of County Commissioners Regular Meeting - March 1, 2007

District No. 1 - Ronald Williams District No. 2 - Dewey Weaver District No. 3 - George Skinner District No. 4 - Stephen E. Bailey District No. 5 - Elizabeth Porter



#### BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

BUDGET AMENDMENT 2006-2007

NUMBER: BA-06-15

FUND: General

FROM 001.1000.511.3049 Other Charges

<u>TQ</u> 001,1000,511,6064 Capital Outlay Equipment AMQUNT \$3,000

DESCRIPTION: To cover costs of furniture for IT Department and file cabinet for Human Resources.

REFERENCE:

REQUESTED BY: Ben Scott, Purchasing Director

In Kees

BOARD MEETS FIRST THURSDAY AT 210 PHZ AND THIRD IMMERSAY AT 219 PM

P O BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (385) 755-4100



# COLUMBIA COUNTY EMERGENCY MEDICAL SERVICES

lace to the second

P. O. Box 2949 • Lake City, FL 32056-2949 Phone: (386) 758-2115 Fax: (386) 758-2121

APPROVAL SUBJECT TO THE REVIEW AND APPROVA OF THE COUNTY ATTORNEY.

#### Memo

Date: April 18, 2007

To: BCC

From: Rusty Noah Aut &

RE: Ortivus Technical Support Agreement Contract

Please find attached a copy of the Ortivus Technical Support Agreement Contract for the EMS billing software. This contract has been submitted for review by the County Attorney, and his comments are attached for reference. Upon submission of his concerns to Ortivus they responded that they do not make changes to the contract. A copy of their response is also included for your reference.

I am requesting approval of the contract to allow the billing department to maintain full functionality of the existing software. Your consideration of this matter is greatly appreciated.



u p b Sam

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Colombia County EAES 263 NW Lake City Avenue PC) Box 2020

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Sweet - Billing

Swed Gustev Asmeance

Sweet Repairment Atlying

Sweet Task Schulufer

Sweet Custom Forms Statements

Sweet Financial Analysis

Sweet ASCII Uplind

Sweet FL Medicard 42

Sweet Response Time Reporting

Swees FL Medicare 28.

Sweet Batch Payments

Sweet Collections

Sweet Custom Reports

Sweet Archive/Purge

Sweet Alert Warning Codes

Billing Product Contact Submital

\$3.710.00

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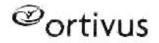
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TAX

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103 AT

11710-00



#### TECHNICAL SUPPORT AGREEMENT

This Technical Support Agreement ("Agreement") is dated as of November, 2006 by and between Orlivus, Inc., d/b/a, Orlivus, a Delaware Corporation with offices at 2324 Sweet Parkway Road,

	Decorah, Iowa ("Ortivus") and with office:	5
	("Customer").	
J.	Definitions	
	<ul> <li>a. The term "Program" shall have the meaning set forth in the Licensing Agreement.</li> <li>b. "Anniversary Date" shall refer to each anniversary of the Commencement Date.</li> <li>c. "Commencement Date" shall refer to the date the Program was delivered to Custom d. "Licensing Agreement" shall mean the licensing agreement dated</li> </ul>	ier.
	between Ortivus and Customer.  e. "Initial Support Term" shall mean the 12-month period commencing on the Commencement Date.	
	<ol> <li>"Renewal Term" shall mean each 12-month period commencing on the expiration of Initial Support Term.</li> </ol>	
	g. "Technical Support" shall mean those maintenance and technical services described detail on Schedule A to this Agreement.	in
11	h. "Support" when used without a modifier shall mean Technical Support  Affirmation of Licensing Agreement	
	Customer hereby certifies that it has read, agrees with and hereby reaffirms each of the ter and conditions contained in the Licensing Agreement.	ms
Ш,	Technical Support	
	Subject to the terms and conditions contained herein, during the Initial Support Term and a applicable Renewal Term, Ortivus shall provide to Customer the Technical Support describ Schedule A attached hereto. Ortivus' obligations under this Section III with respect to a Renewal Term are contingent upon Customer's timely making the payments required by Section IV.1.	
V.	Fees and Payment; Renewal of Technical Support <ol> <li>Support Fees and Renewal. Customer by purchasing a license to the Program has already paid for Technical Support for the Initial Support Term. Approximately 60 day prior to the expiration of the Initial Support Term, Ortivus will invoice Customer for the upcoming Renewal Term, payable 12 months in advance. Customer may accept Technical Support for the upcoming Renewal Term by paying Ortivus' invoice in U.S. Dollars. If Customer fails to pay such invoice prior to the commencement of the Rene Term, Ortivus may immediately, notwithstanding Section VI and without further notice Customer, terminate and treat this Agreement as terminated.</li> </ol>	s e wal
	2. Taxes. Support fees and other charges set forth in this Agreement do not include applicable taxes. In addition to the fees and charges due Ortivus under this Agreement Customer shall remain liable for and shall pay all focal, state, and federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which is now as hereafter be imposed upon this Agreement or possession or use of the Program.	nay

W

excluding taxes based on Ortivus' income



#### V. Warranties and Limitations of Liability

- 1. Limited Performance Warranty. Ortivus warrants that it will use its reasonable best efforts to ensure that any Support it provides will be performed in a professional and workmanlike manner. Ortivus agrees to use reasonable efforts to correct any error or defect in its provision of Support under this Agreement. The foregoing warranty and remedy do not expand or extend any limited warranties relating to the Program set forth in the relevant License Agreement. THE PROVISIONS OF THIS SECTION SET FORTH THE ENTIRE LIABILITY OF ORTIVUS AND THE SOLE REMEDIES OF CUSTOMER WITH RESPECT TO ORTIVUS' BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
- 2. Disclaimer of Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL, OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHAN LABILITY, TITLE, THE CONDITION OF ANY PRODUCT OR SERVICES, OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.
- 3. No Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ORTIVUS OR ITS SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PROGRAM, EVEN IF ORTIVUS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 4. Additional Limitation of Liability. IN NO EVENT SHALL ORTIVUS' TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE TECHNICAL SUPPORT PROVIDED UNDER THIS AGREEMENT.

#### VI. Termination

Subject to Section IV. if either party defaults in performing any material obligations required under this Agreement, the non-defaulting party may give written notice of its intention to terminate this Agreement, describing in reasonable detail the default. If the defaulting party fails to remedy such material default within thirty (30) days following such written notice, or if such default is not capable of cure within such thirty (30)-day period, and the defaulting party fails to commence cure procedures within such thirty (30)-day period and diligently prosecute such procedures until the default is cured, then the non-defaulting party may terminate this Agreement.

#### VII. Business Associate Assurances

In the event that Ortivus is deemed to be a "Business Associate" of Gustomer, and Customer is a "Covered Entity," as those leads are defined in 45 C.F.R. § 160.103, Ortivus shall, effective on or after April 14, 2003, or such other implementation date established by law, carry out its obligations under this Agreement in material compliance with the regulations published at 65.



Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with the Technical Support services set forth in Schedule A hereto. In conformity therewith, Ortivus agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under this Agreement (that is, for those activities specified in Schedule A hereto; and related administrative functions pertaining to these activities); (ii) as required for the proper management and administration of Ortivus in its capacity as a HIPAA Business Associate of Customer, in the event Ortivus is deemed to be a Business Associate of Customer for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
- Report to Customer any use or disclosure of PHI not provided for by this Agreement of which Ortivus becomes aware;
- Ensure that any agents or subcontractors to whom Ortivus provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Ortivus with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event Ortivus maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Customer in the event that Ortivus maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Customer the information required to provide an
  accounting of the disclosures of PHI, if any, made by Ortivus on Customer's
  behalf, provided such disclosures are of the type for which an accounting
  must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of Customer's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA and the Privacy Regulations; and
- At the termination of this Agreement, return or destroy all PHI received from, or created or received by Ortivus on behalf of Customer. In the event the return or destruction of such PHI is infeasible, Ortivus' obligations under this section VII shall continue in force and effect so long as Ortivus possesses any PHI, notwithstanding the termination of this Agreement for any reason.

Notwithstanding any provisions of this Agreement to the contrary, Customer may terminate this Agreement if Customer determines that Ortivus has violated a material term of this Agreement with respect to its functions as a Business Associate.



#### VIII. Security Agreement

WHEREAS, certain federal regulations at 45 CFR, Part 164, Subpart C, entitled "Security Standards for the Protection of Electronic Protected Health Information" and certain definitions in relation thereto at 45 CFR. Part 160, 162 and 164 (collectively, the "Security Rule") have been duly promulgated and adopted and take effect (except for "small health plans") on April 20, 2005; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

- A. Capitalized terms used herein and not otherwise defined shall neve the meanings given to such terms in the HIPAA Agreement or in the Security Rule.
- 8. If Business Associate creates, receives, maintains, or transmits any Electronic Protected Health Information on Covered Entity's behalf, Business Associate shall:
  - Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule: and
  - Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
  - Promptly report to Covered Entity any Security Incident of which it becomes aware.
- C. Covered Entity may terminate any and all agreements under which Business Associate creates, receives, maintains, or transmits any Electronic Protected Health Information on behalf of Covered Entity if Covered Entity determines that Business Associate has violated a material term hereof. Such termination shall be in accordance with the procedures set forth in the HIPAA Agreement.
- D. This Amendment shall take effect on date which is the later of: (a) the date executed by the last Party to execute this Amendment; or (b) April 20, 2005.
- E. All other terms and provisions of the HIPAA Agreement shall remain in full force and effect.

#### IX. General

- 1) Entire Agreement. This Agreement and the License Agreement constitute the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements, representations, and statements with respect to such subject matter are superseded hereby. This Agreement may not be aftered, modified, amended, changed, rescinded, or discharged in whole or in part, except by written agreement executed by both Customer and Ortivus.
- Assignment. This Agreement may not be assigned by Customer without the prior written consent from Ortivus and any attempt to do so without Ortivus' permission shall be void.



Ortivus, Inc., d/b/a

IHD0090 Rev 08-26-06

- 3) Force Majeure. Notwithstanding anything to the contrary in this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement (other than nonpayment of money or breach of confidentiality provisions) if such default, delay or failure to perform is shown to be due entirely to causes beyond reasonable control of the party charged with a default, including, but not limited to, causes such as strikes, lock-outs or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, or nuclear disasters.
- 4) Governing Law, The validity and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding that body of law applicable to choice of law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Ortivus, a Delaware Corporation	Customer	
Ву:	Ву:	
Print Name: Teresa L. Ruroden	Print Name:	
Title: Vice President of Operations	Title:	
Ortivus, Inc. d/b/a Ortivus 2324 Sweet Parkway Road Decorah, Iowa 52101	Customer Site Address:	
20 85/25	90 0	
25 854	90 0	
t. Are you satisfied with the support that you re	eceive from Ortivus?	
	eceive from Ortivus? oport, what would it be?	
Are you satisfied with the support that you re  If you could make one change to Ortivus sup	eceive from Ortivus?  oport, what would it be?	

5

Initials



#### Schedule A

This Schedule describes the terms and conditions relating to Technical Support that Ortivus provide to Customer during the Initial Support Term and any Renewal Terms. The Technical Support Agreement described into this Schedule does not expand on or change the Program warranty provisions set forth in the License Agreement.

#### Product Updates:

Some Ortivus products utilize underlying data that is sourced from third parties and is unique per customer. This data may have been provided with the program by Ortivus, or may have been sourced independently. Updates or changes to this underlying data are not included in product updates. From time to time Ortivus may develop permanent fixes or solutions to known problems or bugs in the Program and incorporate them in a formal "Update" to the Program. If Customer is receiving Technical Support from Ortivus on the general release date for an Update and is not in breach of the Technical Support Agreement, Ortivus will provide the Customer with the Update and related documentation, both at no additional charge to the Customer for the update. The customer will be charged for shipping and handling if an update CD is requested and an alternative electronic download method is available.

#### Technical Support Services:

Telephone Assistance for Sweet-CAD, Sweet-Billing and Sweet-Field Data. Customer will be given the telephone number for Ortivus' support line and will be entitled to contact the support line during normal operating hours, (between 8:00 a.m. and 5 p.m. U.S. Central Standard Time) on regular business days, excluding Ortivus holidays, to consult with Ortivus Technical Support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include communicating via pcAnywhere, modem, or a website collaboration tool.

**Sweet-CAD Extended Support.** Emergency after hours support is available and should be contacted outside of normal business hours when the dispatching of ambulances is being disrupted by a malfunction of CAD. After-hours support information will be provided to the Dispatch Supervisor at the time of training.

Web Site Support. Online support is available 24 hours per day, offering Customer the ability to resolve its own problems with access to Ortivus' most current information. Customer will need to enter its designated user name and password to gain access to the technical support areas on Ortivus' Web site. Ortivus' technical support areas allow Customer to: (i) search an up-to-date knowledge-base of technical support information, technical tips, and featured functions; (ii) access answers to frequently asked questions (FAQ); and (iii) access current program releases and documentation.

**Software Problem Reporting.** Customer may submit to Orlivus requests identifying potential problems in the Program. Requests should be in writing and directed to Ortivus by e-mail or FAX. Ortivus retains the right to determine in its sole discretion the final disposition of all requests, and will inform Customer of the disposition of each request. If Ortivus decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.



#### Exclusions from Technical Support Services:

Ortivus shall have no support obligations with respect to any hardware or software product ("Nonqualified Products") other than the Program. If Ortivus provides support services for a problem caused by a Nonqualified Product, or if Ortivus service efforts are increased as a result of a Nonqualified Product, Ortivus will charge time and materials for extra service at its current published rates for custom software services. If, in Ortivus' sole opinion, performance of Technical Support is made more difficult or impaired because of Nonqualified Products, Ortivus shall so notify Customer, and Customer will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render Technical Support under this Agreement, Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Program. Underlying data used by the program, such as map data, is not considered part of the program. Changes or additions to the underlying data, whether this data was provided by Ortivus or by another source, are not covered by this agreement. Ortivus will charge time and materials for extra service at its current published rates for custom software services.

#### Customer Responsibilities:

In connection with Ortives' provision of Technical Support as described in this Exhibit, Customer acknowledges that Customer has the responsibility to do each of the following:

- Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to Ortivus are not due to hardware malfunction;
- Maintain the designated computer system at the latest code revision level deemed necessary by Ortivus for proper operation of the Program;
- Supply Ortivus with access to and use of all information and facilities determined to be necessary by Ortivus to render the Technical Support described in this Exhibit;
- Perform any test or procedures recommended by Ortivus for the purpose of identifying and/or resolving any problems;
- Maintain a procedure external to the Program for reconstruction of lost or altered files, data, programs to the extent deemed necessary by Customer;
- 6) At all times follow routine operator procedures as specified in the Documentation;
- Remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information; and
- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance

#### Definitions of 45 C. F.R. § 160.103

Individually identifiable health information is information that is a subset of health-information, including demographic information collected from an individual, and:

- Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- 2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
  - (i) That identifies the individual; or
  - (ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

FEAGLE & FEAGLE, ATTORNEYS, P.A. ATTORNEYS AT LAW 153 NE MADISON STREET POST OFFICE BOX 1653 LAKE CITY, FLORIDA 32056-1653 (386) 752-7191

Fax: (386) 758-0950

October 16, 2006

Marlin M. Feagle e-mail: leagle@bellsouth.net Mark E. Feagle e-mail: mefeagle@bellsouth.net

Mr. Rusty Noah EMS Director Columbia County EMS Post Office Box 2949 Lake City, Florida 32056-2949

> Ortivus Contract Re:

Dear Rusty:

Pursuant to your Memo of October 11, 2006, I have reviewed the Technical Support Agreement of Ortivus Contract. I could not locate a copy of the previous contract between Columbia County and Ortivus. The following are changes I would prefer to see in the contract if acceptable to Ortivus. If not acceptable, we will need to discuss whether the suggested changes will be waived by the County.

- L Article V(3) provides that neither Ortivus nor its suppliers shall be liable to the County for consequential and similar damages. While this provision is acceptable, it should grant the same benefit to Columbia County. Therefore, Article V, subparagraph 3, should provide that in no event shall "customer" or Ortivus, etc., be liable to the other for consequential damages, etc.
- Article IX(4) specifies the governing law. The contract provides it shall be 2. governed and construed in accordance with the laws of Pennsylvania. This should be changed to the laws of the State of Florida with exclusive venue for any legal action being in Columbia County, Florida.
- 3. I would prefer that we add Article V(5) to cover the County's sovereign immunity rights as follows: Customer is a state agency or subdivision of the State of Florida as defined in Section 768.28, Florida Statutes. In accordance with said law, Customer agrees to be responsible to the limits set forth in such statute for its negligent acts or omissions or tortuous acts which result in claims or suits against Ortivus, but only to the extent of the statutory limits of any damages. Nothing herein is intended to serve as a waiver of sovereign immunity by Customer for acts or omissions to which sovereign immunity applies. Nothing herein shall be construed as consent by Customer to be sued by third parties in any matter arising out of this or any contract.

Mr. Rusty Noah Page 2 October 16, 2006

Again, these are important changes to the agreement for the benefit of Columbia County which are recommended. I will be happy to discuss these changes with the Ortivus legal representative if desired.

Very truly yours,

Marlin M. Feagle

MMF:dse



November 8, 2006

Mr. Rusty Noah EMS Director Columbia County EMS Post Office Box 2949 Lake City, Florida 320:56-2949

Dear Rusty,

Thank you for your suggested changes to the Technical Support Agreement. This is the standard contract that has been approved by our legal and changes can not be made to this agreement.

Please let me know if you have any additional questions, please do not hesitate to contact me at 800-537-3927 ext 261. Thank you for your time.

Yours truly,

Michele Duve

Michele Duwe Southeast Sales Representative Ortivus, Inc

## Columbia County Bid Tabulation

Bid No. 2007-E Date of Opening: 4/4/20076 Bid Title:

Bid Title: Transportation and Disposal of Hazardous Waste

	Care En	vironmental	Perr	mafix	Clea	n Harbors	Cliff	Berry, Inc.	EQI	Florida, Inc.
Bidders	Corp.		Env	ironmental	Envi	ronmental		3		
	ourse dans		Services, Inc.		Services, Inc.					
Description	Uı	nit Price		Unit Price		Unit Price		Unit Price		Unit Price
Resin	\$	185.00	\$	295.00	\$	242.30	\$	300.00	\$	225.00
Resin	\$	285.00	\$	305.00	\$	351.35	\$	400.00	\$	225.00
Oil & Water (non-haz)	\$	125.00	\$	75.00	\$	91.50	\$	100.00	\$	75.00
Oil & Water (non-haz)	\$	225.00	\$	85.00	\$	123.75	\$	100.00	\$	75.00
Oil & Water (haz)	\$	165.00	\$	185.00	\$	172.65	\$	450.00	\$	195.00
Oil & Water (haz)	\$	265.00	\$	195.00	\$	226.70	\$	550.00	\$	245.00
Antifreeze (haz)	\$	125.00	\$	185.00	\$	172.65	\$	300.00	\$	125.00
Antifreeze (haz)	\$	225.00	\$	195.00	\$	226.70	\$	400.00	\$	175.00
Roll Off Fees:										
1 gallon can	\$	5.00	\$	5.71	\$	2.48	No	Bid	\$	3.00
5 gallon pails	\$	23.00	1\$	35.00	\$	9.90	No	Bid	\$	15.00

Recommend award bid to low bidder (EQ Florida, Inc.).

Ben Scott

Purchasing Director

# Columbia County Bid Tabulation

Bid No: 2007-H Date of Opening: 04/11/2007 Bid Title: Limerock

Trucking	American Cement				
Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
\$5.90	\$ 5.94				
\$ 11.75	No Bid				
High Springs	Branford				
	\$5.90 \$11.75 High Springs	Unit Price Unit Price  \$5.90 \$ 5.94  \$ 11.75 No Bid  High Springs Branford	Unit Price Unit Price Unit Price  \$5.90 \$ 5.94  \$ 11.75 No Bid  High Springs Branford	Unit Price Unit Price Unit Price Unit Price  \$5.90 \$ 5.94  \$ 11.75 No Bid  High Springs Branford	Unit Price Unit Price Unit Price Unit Price Unit Price  \$5.90 \$ 5.94  \$ 11.75 No Bid

Recommend awarding contracts to both vendors. This will allow Public Works to decide which location is more efficient depending on where the limerock is to be used and also provides a better availability during busy construction times.

Ben Scott

**Purchasing Director** 

# Columbia County Bid Tabulation

Bid No. 2007-D Date of Opening: 4/4/2007 Bid Title: ULV Approved Adulticide

Bidders	Gil Manufac	cturing	Univar		Ada	рсо	B & G Chemic	als	
Description	Un	Unit Price		Unit Price		Unit Price		nit Price	Unit Price
Total Bid Price Per Gallon	\$	14.00	\$	21.90	\$_	26.50	\$	15.49	
Alternate Per Gallon	\$	165.27			\$	200.00	\$	178.50	

Recommend award to low bidder (Gil Manufacturing).

Fin Sat

**Purchasing Director** 

4/19/07da

# Memorandum

To: Dale Williams

From: Debbie Paulson

Date: 4/16/2007

Re: Windstream (formerly Alltel) Agreement for Fort White Branch Library

Attached please find the annual agreement for Internet service for the Fort White Branch Library with Windstream (formerly Alltel). The amount is the same as the previous year's agreement and the agreement language is very similar. There are no changes in the type of service we will receive. We receive Internet service for the Main Library and West Branch from Comcast and the BCC approved that agreement in January.

I would appreciate it very much if you would please put the agreement on the BCC agenda for their April 19th meeting for their approval. The Board Chair needs to:

- · sign it on Page 1
- initial and date it on Page 5
- initial and date the Attachment (last page)

Please let me know if you need further information.

Thank you.

Tax Exempt (attach documentation):

04/16/2007 08:56



### AGREEMENT FOR COMMUNICATION SERVICES

			Contract No.
This is an Agreement betwee Branch ('Customer'), dated		c. ('Company'), and Columbia (	County Public Library; Ft. White
		urchase the following Commun the terms and conditions of th	
□Wireline	☐ Business Ovation	☐ Business Connect	☐ Long Distance
☐ Centrex	☐ Maintenance	☑ Internet	Private Line
☐ Frame Relay	□ VPN	Customer Premise Ed	ulpment (CPE)
applicable also refer to Equipulation Upon the earlier of signature Service, the parties are bour For: Columbia County Public	below, Company supplying d by this Agreement in acc		epting the
зу:		Ву:	
(signature)		(signature	))
Varne:		Name: Jeremy Mahan	
Title:		Title: BAR	
Company: Columbia County	Public Library; Ft. White B	Sales ID Number: 78542	
ddress: 118 SW Wilson Sp Fort White, Florida 32	2038	Director of Business Solutions (signature	
contact Number: 386-758-10 octal Security Number, Tax xempt Status:	170 Vandomilia de la composição	Director of Business Solutions	: Emle Venet
		Contact Number:	

04/16/2007 08:56



Contract	No		
COMPRES	140.		

#### TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES

Term: This Agreement is binding. The duration (or "Term") of each Service is specified on the Service Schedule and begins on the date that the Service is installed and available for use. If no Term is specified, the Term is month-to-month. When a Service Term expires. Service will be provided on a month-to-month basis at Company's existing tariffed rates or prevailing price lists in the absence of a tariff. If Company is required to fife this Agreement with a governmental authority, the Agreement is effective on the earlier of the date specified herin or approved by the authority.

#### Termination By Customer:

If Customer terminates a Service before the Term expires, then Customer will be required to pay Company 12 times Customer's monthly charges for the terminated Service or Customer's monthly charges times the remaining months under the Agreement if less than 12 months. Customer also will be responsible for all outstanding charges for Services Customer used prior to termination. If Customer received a bundled rate for multiple Services and Customer unbundles, terminates, or disconnects any of the Services, then the rate for Customer's remaining Service will will be adjusted to the non-bundled rate. If Customer changes the service address or the location of Service, then Company may terminate the affected Service.

#### Termination By Company:

The following actions will have negative consequences to Customer's Service:

- (a) Customer does not honor this Agreement; or
- (b) Customer uses the Service in an adverse manner; or
- (c) Others use the Service fraudulently or unlawfully while on Customer's premises or while the Service is under Customer's control; or
- (d) Customer or others use the Service in an excessive, abusive, or unreasonable manner that is not customary for the type of Service; or
- (e) Customer resells any Service; or
- (f) Customer uses the Service to aggregate other persons' traffic.

In any of these instances, Company will limit, interrupt, or terminate Service and may restore Service if Customer corrects the violation and pays all outstanding amounts owed including restoration charges.

34/16/2007 08:56

Charges for Services: Customer is responsible for paying all charges that apply to the Service, including items such as features, installation, repair, restocking, long distance, and directory or operator assistance. Customer also is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of the Service.

Company may bill internet access in increments. Customer cannot carry over unused internet Service hours to subsequent monthly billing cycles, and Company may measure access time from the time the port is selzed to the time the port is released by Customer's computer.

Delivery and installation: Company will deliver and install the Service or Equipment in accordance with Company's standard practices and requirements. Customer is responsible for providing an environment that is suitable for the Service or Equipment and for all delivery and installation costs incurred by Company.

BHing Information: Customer will provide Company with the correct address to obtain Service, and Customer acknowledges that Company is relying on this information to determine which taxes, fees, or surcharges apply to Service. Customer will notify Company if Customer's address changes. If Customer does not provide a valid address, Customer will be responsible for any additional taxes, fees, or surcharges for Services that result from Customer's error.

Payments: Company will bill Customer monthly for the Service, and Customer will pay the charges in full either on the due date indicated on the bill or within 30 days of the date on the bill. If Customer authorizes payment of Service by credit card or debit, then Company will not obtain further consent or provide additional notice before invoicing the credit card or debit for all amounts due and owing. Company may accept late payments, partial payments or any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Company has to collect the full payments from Customer or to terminate this Agreement. Customer will be responsible for paying all costs and fees Company incurs as a result of collecting Customer's unpaid balance.

Late Payments - if Company does not receive any portion of Customer's payment when it is due or if Company receives any portion of Customer's payment in funds that are not immediately available, then Company will assess a late payment penalty. Company will add the late payment penalty to the other amounts Customer owes and will calculate the late payment penalty as the total amount Customer owes times .000590 per day, compounded daily for the number of days from the payment date to and including the date actually received in immediately available funds, or the maximum lawful rate allowable by law.

Disputed Billis: <u>Customer agrees that Customer has a responsibility to review bills in a timely manner and that Customer may dispute any portion of a bill in good faith.</u> To dispute a bill, Customer must deliver to Company in writing the specific basis for the dispute within 30 days after the date on the bill. If Customer complies with this dispute process, Customer may withhold disputed amounts from Company until the dispute is resolved but is responsible for paying Company for all other undisputed charges. Customer agrees that Company denies and Customer waives automatically any dispute that is not filed until one year or later after the date of issuance of the applicable bill or invoice.

Contracting Parties: Customer and Company agree that each has the right to address billing and other payment issues that may arise under this Agreement directly with the other party. Company has the right to refuse to address billing and other payment issues through a consultant or external party representative designated by Customer and to address such issues directly with Customer.

Credits And Deposits: Customer authorizes Company to ask credit-reporting agencies for credit information about Customer. Company may require Customer to submit an initial security deposit and an additional deposit if Customer increases Services or Customer's credit rating changes. Simple interest will be paid on the cash deposit for the period Company holds deposit and will be refunded if satisfactory credit has been established or upon termination of Service. Company at its discretion may apply the deposit to any amount due and unpaid and may require a guarantee of payment by an individual or entity approved by Company.

Internet Access Service: Company provides Internet access Service subject to its Acceptable Use Policy available via a link on Company's website. Company's Acceptable Use Policy generally provides that Customer may not use the Internet access Service to engage in illegal activity or any activity that unreasonably interferes with other users' use and enjoyment of the Internet. Company's Acceptable Use Policy may change, and Customer must review the policy periodically and comply with any changes.

Personal Identifiers: Peronal identifiers are a means through which Company provides and invoices Customer for Service, and they include telephone numbers and e-mail addresses. It is not Company's policy to change arbitrarily personal identifiers, although Company may be required by a governmental authority, regulation, or otherwise to change personal identifiers. Customer understands that personal identifiers are not Customer's property. (For example, in the case of an area code split, Company may be required to change Customer's area code.) Company may change personal identifiers upon reasonable notice, including notice of any associated transfer charges or fees.

Centrex Service: If Customer subscribes to Centrex Service, within 30 days of the date of this Agreement, Customer and Company will agree on the specific features and functions and minimum lines and groups to be provisioned. Company will have the right to bill Customer at Company's hourly rate for all programming, installation, or other labor associated with any adjustments to features and functions and services after Company initially provisions the Centrex Service.

Other Service Charges: All Service charges not addressed in this Agreement will be charged in accordance with Company's tariffs or price lists established by Company in the absence of tariffs.

Advertising or Publicity: Neither Customer nor Company will use the others party's name, marks or trade names in any publicity, releases or advertisements without first securing the other party's written approval from an authorized representative.

Software License: To the extent that any Services or Equipment contains any licensed software, Customer will use the software solely in connection with the proper and lawful use of the Services or Equipment.

Risk of Loss: Once Services or Equipment is delivered to Customer, then Customer bears the risk of loss of the Services or Equipment.

Privacy and Customer Proprietary Network Information: Customer understands that Company may monitor and record Customer's communications to Company regarding Customer's account, Services or Equipment and for quality assurance. Company may release information it has about Customer and Customer's account when Company is reasonably required by law to do so and if necessary for the purpose of assisting Company in providing Service to Customer or if Company reasonably believes that an energency exists. Company may analyze Customer's account and usage information and share this information with Company's affiliates to communicate with Customer regarding services or equipment that may become available. Customer may notify Company if Customer does not want Company to provide such information to other Company affiliates for this purpose.

Theft and Fraud: Company is not responsible or liable if Service is lost, stolen or misused. Customer will indemnify and hold harmless Company for all usage, charges, and flability incurred before Company receives notice from Customer of such loss, misuse, or theft. Customer is responsible for taking security measures to safeguard Equipment and Services and agrees that Company is not liable for fraudulent use of Equipment or Services caused by Customer not taking such measures. Customer will cooperate in the investigation of fraud or theft and provide such information that Company may request reasonably (including affidavits and police reports).

Limitation of Liability: COMPANY LIABILITY FOR SERVICES OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S PRO-RATED MONTHLY RECURRING CHARGE FOR SERVICES DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, COMPANY'S LIABILITY WILL BE LIMITED TO A PRO-RATED CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICES, OR ATTORNEY'S FEES. COMPANY WILL NOT BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES OR EQUIPMENT, AND CUSTOMER ACKNOWLEDGE THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN. THIS SECTION SURVIVES AND CONTINUES AFTER THIS AGREEMENT ENDS.

Disclaimer of Warranties: SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KNID, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE. BROADBAND SPEEDS, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES. AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION. COMPANY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK. THIS SECTION SURVIVES AND CONTINUES AFTER THIS AGREEMENT ENDS.

Emergency Services or 911 Access: <u>CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES</u>, <u>CUSTOMER PREMISE EQUIPMENT. AND SERVICE CONFIGURATIONS MAY NOT PROVIDE ACCESS TO 911 SERVICES OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 SERVICES IN AN EMERGENCY.</u> Examples include voice over internet protocol, Centrex, and private branch exchange. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services or Equipment, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access falls, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

Applicable Law: This Agreement and the provision of Services and Equipment are subject to the laws of the state in which the Service and Equipment are provided to Customer and any applicable federal law or Company tariff. Where this Agreement covers Services or Equipment in multiple states, then this Agreement and the provision of Services and Equipment are subject to the laws of the State of Delaware.

Assignment: Company may assign this Agreement to an affiliate or acquirer of all or substantially all of Company's assets without any advance consent from Customer. Customer may not assign its rights and obligations under this Agreement without Company's consent, which will not be unreasonably withheld, conditioned, or delayed.

No Walver; Severability: If Company does not enforce any right or remedy available under this Agreement, that failure is not a waiver of its rights or remedies. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in force.

Third Parties: This Agreement is for the benefit of Customer and Company only, and not any third party.

Confidentiality: Except in those instances where this Agreement is required to be filed with a governmental authority, Customer and Company agree that this Agreement together with its attachments and Service Schedules contains proprietary and confidential information and shall not be disclosed publicly to any third party.

Entire Agreement: This Agreement, including the attached schedules, is the entire Agreement between Customer and Company and may be amended only in a writing signed by Customer and an authorized Company representative. This Agreement supersedes any and all statements or promises made to Customer by any Company employee or agent.

Signatures: This Agreement may be signed in counterparts, and facalmile copies may be treated as original signatures. Company also may execute this Agreement via a verifiable electronic signature.

Customer Initials:	<del></del>
Date: _	

Version: 02.00.1.1

34/16/2007 08:56 2298904334

# windstream.

At	tachment to A	greement for	Communication	n Service		
	Service	Schedu	ile: Inte	rnet		
Company Name: Columbia County P Contact Number: 386-758-1018		Contract No.: Date: 4/12/2007				
1. Internet Service						
Term: 1 Year						
Services Requested (check all that a	apply): Dial-	up Access	Dedicated A	ccess 🗆	Broadband Internet*	
Dedicated Speed		with Windstream ternet		o Windstream met	Additional Services	
☐ Full T-1	☐ Broadband	Tier 1 *	☐ Broadband T	ier 1 *	DNS Hosting	
□ 1024k	☐ Broadband	Ter 2 *	☐ Broadband T	ier 2 *	☐ Web Hosting	
□ 768k	☐ Broadband 1	Tier 3 *	☐ Broadband T	ler 3 *	☐ Web Development	
□ 512k	☑ Broadband v	v/Static P *			☐ EMail Hosting	
□ 256k	☐ Other Bros	dband			☐ Domain Name Registration	
□ 128k	T					
Other Dedicated Speed =	1		<b>†</b>		<del> </del>	
Note: Broadband service and/or tiers not so	vallable in all areas.		<i>b</i>			
Description of Internet Service(s)	Quantity	Monthly Service Charge/Unit	Total Monthly Service Charges	Total Non- Recurring Charges	Total Charges	
Broadband w/Static IP Tier 3	1	\$249.95	\$249.95	\$0.00	\$249.95	
				Total	\$249.95	
		C+	stomer Initials:			
			Date:		Version: 02.00.1.	

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - George Skinner
District No. 4 - Stephen E. Bailey
District No. 5 - Elizabeth Porter



### BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

#### MEMORANDUM

TO:

Board of County Commissioners

FROM:

Lisa K.B. Roberis 2.

DATE:

April 17, 2007

SUBJECT:

Quote Award - Target Project

Attached you will find two quotes for work required to construct a retention pond at the Target project site located on US 441 North, as stipulated below:

Anderson Columbia Company, Inc.

\$247,534.00

(2) C.A. Boone Construction, Inc.

\$393,000.00

Staff is requesting the Board waive their purchasing policy to obtain bids and accept the low quote submitted by Anderson Columbia Company, Inc. in the total amount of \$247,534.00, due to time constraints in maintaining the project schedule.

# ANDERSON COLUMBIA CO., INC.

P.O. Box 1829 • Lake City. FL 32056-1829 (386) 752-7585 • (386) 755-5430 FAX

April 5, 2007

Mr. John Colson County Engineer Columbia County Board of County Commissioners P. O. Box 1529 Lake City, FL. 32056

RE: Target FDC Retention Pond

Mr. Colson,

Anderson Columbia submits the following quotation for the work required to construct the retention Pond at the Target FDC Site on US 441 North:

- * Pond excavation including excavation to the design grades and final dressing of the Retention Pond to the proposed design grades. LUMP SUM \$234,184.00
- * Seed and mulch disturbed area estimated 12,000 sy @ \$0.30 / sy \$3600.00 Pay quantity will be based on in place measurement.
- * Sod Retention Pond slope per Plan Design estimated 3000 sy @ \$3.25 / sy \$9750.00 Pay quantity will be based on in place measurement.

Thank you for the opportunity to quote this work.

Sincerely.

E. Tony Williams jr., P.E.

Vice President

### C. A. BOONE CONSTRUCTION, INC.

**BID PROPOSAL** 

P.O. BOX 3236 LAKE CITY, FL 32056-3236 (386) 752-0270 Fax (386) 752-1024

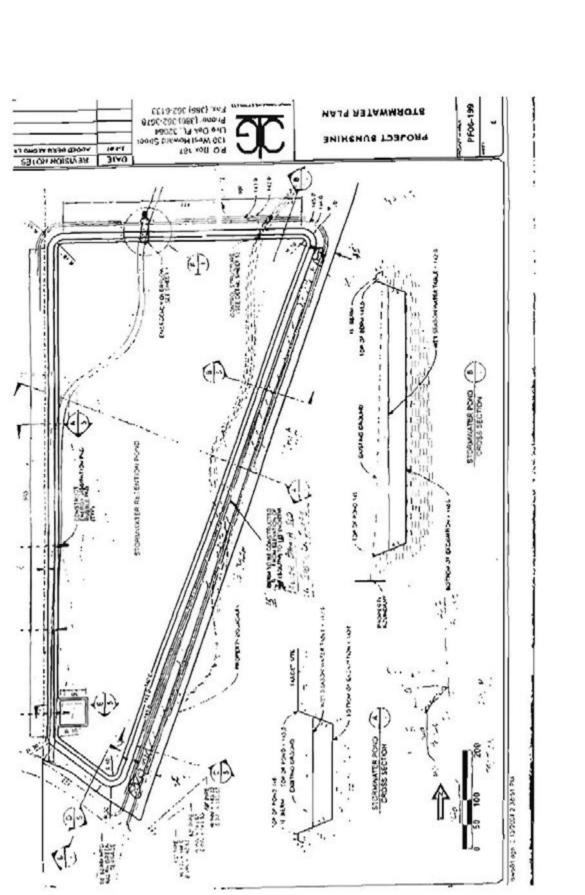
3/1/2007

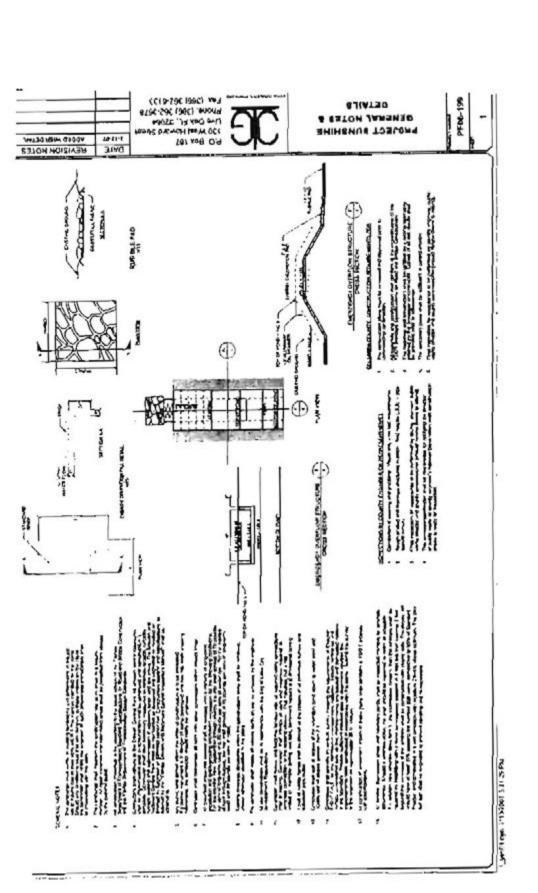
#### NAME/ADDRESS

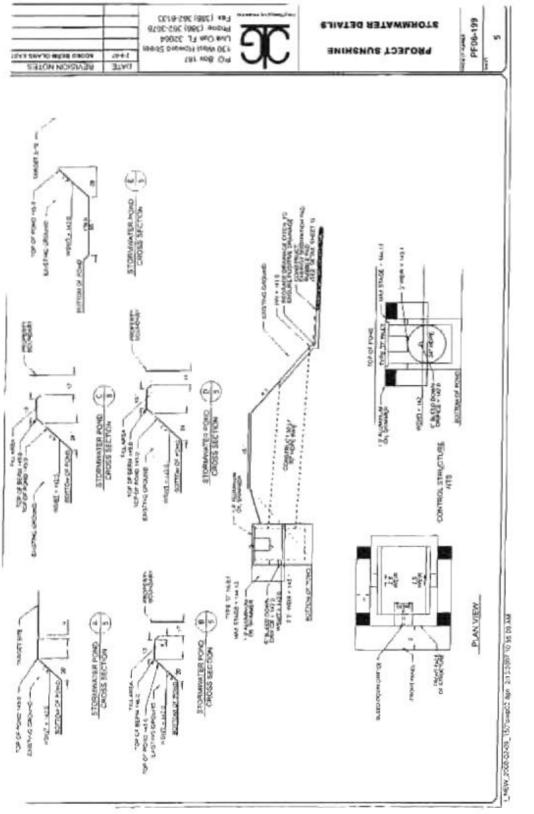
COLUMBIA COUNTY ATTN: JOHN COLESON

RE: TARGET SITE RETENTION POND

DESCRIPTION		TOTAL
1. MOBILIZATION		15,000.00
2. DEWATER AND ESTABLISH NEW BASE LINE STARTING POR	TV	93,000.00
<ol> <li>EARTH WORK, CUT AND FILL CONSTRUCT BERM AND STOCE         EXCESS ON NORTHWEST SIDE OF POND APPROXIMATELY         CUBIC YARDS TOTAL</li> </ol>		198,000.00
4. SILT FENCE AND TURBIDITY FENCE		9,000.00
5. RE-ROUTE EXISTING CREEK		10,000.00
5. STORM WATER STRUCTURES AND RUBBLE PADS.		35,000.00
7. SOD, SEED AND HAY MULCH		33,000,00
STANDARD BID PROPOSAL MAYBE VOID OR SUBJECT TO THANGE AFTER 30 DAYS FROM PROPOSAL DATE	TOTAL	\$393,000.00









# BAILEY BISHOP & LANE, INC.

Engineers

Surveyors

**Planners** 

4 19 0 da. April 12. 2007

Mr. John Colson, County Engineer Columbia County Board of County Commissioners P.O. Drawer 1529 Lake City, FL 32056-1529 RECEIVED APRIL 2 2007

Board of County Commissioners Columbia County

RE: Transmittal of Cal-Tech Testing, Inc.

Cost Proposal

Drilling of Test Borings Across Wetlands and

Swamp Using Floating Mats to Access Drilling Locations

Bascom Norris Drive, Lowes to Lake Jeffry Drive

For Columbia County

John,

Enclosed is the cost proposal prepared by Cal-Tech Testing, Inc. using the support of Florida Fill & Grade, Inc. as a subcontractor to drill test borings in the wetlands and swamp on the Giles and Cole properties. The estimated cost of \$171,055 is inclusive of using floating mats and construction equipment to access test boring locations as well as the cost of drilling, sampling and laboratory testing. This price compares favorably to just the cost of building the fill pad roadway at around \$400,000. Please review this proposal with Mr. Dale Williams and let me know if we have a green light to proceed.

Very truly yours,

Bailey Bishop & Lane, Inc.

Jerome J. Leszkiewicz, P.E.

JJL/mc

(C: Mr. Dide Williams

P. O. Box 3717	Lake City, FL 32056-3717	Ph. (386) 752-5640	FAX (386) 755-7771
P. O. Box 814	Port St. Joe, FL 32457	Ph. (850) 227-9449	FAX (850) 227-9449
1835 Fiddler Court	Tallahassee, Fl. 32308	Ph. (850) 894-1200	FAX (850) 894-0200

### CAL-TECH TESTING, INC.

Bailey Bishop & Lane, Inc.

### Attention: Mr. Jerome Leszkiewicz, P.E.

### April 12, 2007

### Bascom Norris Drive, William Giles and Richard Cole Properties

### Geotechnical Investigation and Testing Columbia County, Florida

DESCRIPTION OF SERVICES	UNIT	UNIT	QUANTITY	COST
Field Reconnaissance & Investigation				
Mobilization of Drill Crew & Equipment	LS	\$10,000.00	1.0	\$10,000.00
Set Temporary Casing 16 @ 50'	LF	\$10.00	800.0	\$8,000.00
Difficult Access & Stand-By Time	HR	\$125.00	25.0	\$3,125.00
Standard Penetration Borings 16 @ 50'	LF	\$25.00	0.008	\$20,000.00
			Subtotal =	\$41,125.00
Laboratory Testing				
Consolidation	EA	\$400.00	16.0	\$6,400.00
Sleve Analysis & Soil Classification	EA	\$35.00	16.0	\$560.00
Atterberg Limits	EA	\$70.00	16.0	\$1,120.00
			Subtotal =	\$8,355.00
Engineering Services & Report Preparation				
Geotechnical Engineer	HR	\$110.00	40.0	\$4,400.00
Project Manager	HR	\$85.00	40.0	\$3,400.00
Draftsman	HB	\$65.00	30.0	\$1,950.00
Clerical / Administrative	HR	\$55.00	15.0	\$825.00
			Subtotal =	\$10,575.00
Contingency (If Needed)				
Specialized Drilling Equipment	EA	\$40,000.00	1	\$40,000.00
			Subtotal =	\$40,000.00
Fiorida Fill & Grade, Inc.				
Labor and Materials	LS	\$28,000.00	1	\$28,000.00
Labor and Equipment	LS	\$43,000.00	1	\$43,000.00
		5	Subtotal =	\$71,000.00

Estimated Total=

\$171,055.00