

**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**

**August 3, 2017**

**5:30 P.M.**

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**Invocation (Commissioner Everett Phillips)**

**Pledge to U.S. Flag**

**Staff or Commissioner Additions or Deletions to Agenda**

**Approval of Agenda**

**Presentation of the Board Not Requiring Board Vote of Action**

**Hugh Thomas, Executive Director, Suwannee River Water Management District**

**(1) Payment in Lieu of Taxes (Pg. 1)**

**Public Comment on Agenda Items Only – 5 Minute Limit**

**Approval of Consent Agenda**

**Adoption of Consent Agenda**

**Discussion and Action Items**

**Glenn Hunter, Economic Development Director**

**(1) Resolution 2017R-31 - Consideration of Qualified Target Industry for Project 17-8 (Pg. 2)**

**(2) Incentive Request for Project 17-8 - Approve Tax Exemption of 75% for 8 Years (Pg. 6)**

- (3) Incentive Request for Project 17-8 - Approve County Property Transfer (Pg. 15)

**Scott Ward, Assistant County Manager - Administrative**

- (4) Approve Contract with Blue Cross for Group Health Insurance (Pg. 20)

**Kevin Kirby, Assistant County Manager - Operations**

- (5) River Rise and Hollingsworth Bluff Boat Ramps - Port-o-lets (Pg. 34)

- (6) Approve Bid Award - Bid No. 2017-R - Three Motor Graders - Beard Equipment - \$317,118 (Pg. 37)

- (7) Croft Street Bridge Project (Pg. 44)

- (8) Cannon Creek Storm Water Mitigation Project Update (Pg. 100)

**Joel Foreman, County Attorney**

- (9) Resolution 2017R-23 - Approve and Adopt Rules and Policies of the Board of County Commissioners (Pg. 110)

**Open Public Comments to the Board – 2 Minute Limit**

**Staff Comments**

**Commissioner Comments**

**Adjournment**



# COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: July 28, 2017 Meeting Date: August 3, 2017

Name: Penny Stanley Department: BCC Administration

Division Manager's Signature: *Ben Scott*

### 1. Nature and purpose of agenda item:

**Hugh Thomas, Executive Director - Suwannee River Water Management District**  
**(1) Payment in Lieu of Taxes**

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

### 2. Fiscal impact on current budget.

Is this a budgeted item?  N/A  
 Yes Account No. \_\_\_\_\_  
 No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_ Fund: \_\_\_\_\_

FROM: \_\_\_\_\_ TO: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

### For Use of County Manger Only:

Consent Item  Discussion Item



## COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: July 27, 2017

Meeting Date: August 3, 2017

Name: Glenn Hunter

Department: Economic Development

Division Manager's Signature: \_\_\_\_\_

**1. Nature and purpose of agenda item:**

**Consideration of Qualified Target Industry for Project 17-8**

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

**2. Fiscal impact on current budget.**

Is this a budgeted item?

N/A

Yes Account No. \_\_\_\_\_

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_

Fund: \_\_\_\_\_

**FROM:** \_\_\_\_\_

**TO:** \_\_\_\_\_

**AMOUNT:** \_\_\_\_\_

**For Use of County Manger Only:**

Consent Item

Discussion Item

District No. 1 - Ronald Williams  
District No. 2 - Rusty DePratter  
District No. 3 - Bucky Nash  
District No. 4 - Everett Phillips  
District No. 5 - Tim Murphy



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

## Memo

**Date:** July 27, 2017  
**To:** Ben Scott, County Manager  
**From:** Glenn Hunter, Director Economic Development *Glenn Hunter*  
**RE:** Project #17-8 QTI Resolution

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The Economic Development Advisory Board reviewed a request from Project 17-8 for consideration of incentives. The company is considering expansion of their operations in Columbia County. For the company to be considered a Targeted Industry the Board of County Commissioners has to adopt a resolution for Qualified Target Industry (QTI) and submit to Department of Economic Opportunity (DEO) to receive State Incentives. The Economic Development Advisory Board request a resolution for QTI on the next regularly scheduled Board of County Commissioner meeting on August 3, 2017.

**COLUMBIA COUNTY, FLORIDA  
RESOLUTION NO. 2017R-31**

**A RESOLUTION BY THE GOVERNING BOARD OF COLUMBIA COUNTY, FLORIDA, RECOMMENDING PROJECT 17-8 BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO S.288.106, FLORIDA STATUES; AFFIRMING THE SITE OF THIS PROJECT IS WITHIN A DEFINED RURAL AREA; REQUESTING A WAIVER OF LOCAL FINANCIAL SUPPORT; REQUESTING A WAIVER OF THE AVERAGE WAGE REQUIREMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**BE IT RESOLVED** by the governing Board of County Commissioners of Columbia County, Florida, as follows:

**WHEREAS**, the business under consideration is a manufacturing business, specifically, PROJECT 17-8; and

**WHEREAS**, PROJECT 17-8 employs citizens of Columbia County and has been in the County for more than 10 years; and

**WHEREAS**, PROJECT 17-8 plans to expand its operations through capital improvements and increases in the number of its employees; and

**WHEREAS**, PROJECT 17-8 has been identified as a Target Industry Business; and

**WHEREAS**, PROJECT 17-8 intends to locate its expansion in Columbia County; and

**WHEREAS**, this location within Columbia County, meets the definition of a Rural Community pursuant to s.288.106(2)(s), Florida Statues; and

**WHEREAS**, due to this location PROJECT 17-8 as the Applicant, is eligible for the local financial support exemption option of the Qualified Target Industry Tax Refund Program authorized for a Rural Community under s.288.106(2)(1), Florida Statues, and desires to exercise that option;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Columbia County, Florida, that the Board hereby recommends PROJECT 17-8 be approved as a Qualified Target Industry Business pursuant to s.288.106, Florida Statues.

**BE IT FURTHER RESOLVED**, by the Board of County Commissioners of Columbia County, Florida, has determined the basis of this project's average private sector wage commitment calculation shall be 100% of the county average annual wage of \$32,879.00.

**BE IT FURTHER RESOLVED** that Columbia County, Florida, requested that a waiver of the local financial support be granted as authorized under the Qualified Target Industry Refund Program, pursuant to s.288.106(2)(1), Florida Statutes.

This resolution shall take effect immediately upon its adoption.

**PASSED AND DULY ADOPTED** by the Board of County Commissioners of Columbia County, Florida, this 3rd day of August, 2017.

BOARD OF COUNTY COMMISSIONERS  
COLUMBIA COUNTY, FLORIDA

By:

\_\_\_\_\_  
Ronald Williams, Chairman

(SEAL)

**ATTEST:**

Approval as to form and correctness:

\_\_\_\_\_  
P. DeWitt Cason, Clerk of Courts

\_\_\_\_\_  
Joel F. Foreman, County Attorney



## COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: July 27, 2017 Meeting Date: August 3, 2017

Name: Glenn Hunter Department: Economic Development

Division Manager's Signature: 

**1. Nature and purpose of agenda item:**

**Incentive Request for Project 17-8. Recommendation by Economic Development Advisory Board for Tax Exemption of 75% for 8 years**

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

**2. Fiscal impact on current budget.**

Is this a budgeted item?  N/A  
 Yes Account No. \_\_\_\_\_  
 No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_ Fund: \_\_\_\_\_

FROM: \_\_\_\_\_ TO: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

**For Use of County Manger Only:**

Consent Item  Discussion Item



District No. 1 - Ronald Williams  
District No. 2 - Rusty DePratter  
District No. 3 - Bucky Nash  
District No. 4 - Everett Phillips  
District No. 5 - Tim Murphy



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

## Memo

**Date:** July 27, 2017  
**To:** Ben Scott, County Manager  
**From:** Glenn Hunter, Director Economic Development *Glenn Hunter*  
**RE:** Project #17-8 Tax Exemption

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At the Economic Development Advisory Board Special meeting held on June 14, 2017, the Economic Development Advisory Board unanimously recommends to the Board of County Commissioners a Tax exemption of 75% for 8 years under section 196 with the thirty-three job minimum and no pro rata if jobs fall below the minimum. The Economic Development Advisory Board took no action on the land. We request this item on the agenda for the next regularly scheduled Board of County Commissioner meeting on August 3, 2017.

A PUBLIC RECORDS EXEMPTION MAY APPLY PURSUANT TO FLORIDA STATUTES SECTION 288.075  
ANY REQUEST FOR OR RELEASE OF THIS RECORD SHALL BE REVIEWED BY THE COUNTY ATTORNEY

6/1/17



**COLUMBIA COUNTY  
ECONOMIC DEVELOPMENT ADVISORY BOARD  
PROJECT EVALUATION**

**PROJECT NAME:** Project 17-08  
**PROJECT DATE:** June 2017

(If Code Name: Assigned by State \_\_\_\_\_ County X )

Has confidentiality been requested: YES X NO \_\_\_\_\_

Has the requirement for confidentiality as provided for in F.S. 288,075 been met?  
YES X NO \_\_\_\_\_

(\*NOTE\* - Confidentiality can not be honored until F.S. 288.075 is met)

Who referred the project: Enterprise Florida, Inc. (EFI) \_\_\_\_\_  
North Florida Economic Development Program (NFEDP) \_\_\_\_\_  
Direct contact by Company \_\_\_\_\_  
Columbia County Contact X \_\_\_\_\_  
Other \_\_\_\_\_

(Name: Glenn Hunter - Dir. Columbia County Economic Development )

**PROJECT CONTACT(S) INFORMATION:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

A PUBLIC RECORDS EXEMPTION MAY APPLY PURSUANT TO FLORIDA STATUTES SECTION 288.075  
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\_\_\_\_\_  
E-Mail: \_\_\_\_\_

\_\_\_\_\_  
E-Mail: \_\_\_\_\_

**PROJECT INFORMATION**

Primary Business Activity: Manufacturing

New        Expanding        Relocation       

Current Business / Plant Locations:

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Operating Name: \_\_\_\_\_

**PROJECT ECONOMIC IMPACT**

Employment 33 Phase I (up to additional 20 Phase II)

FT Direct 28 FT Indirect 5

PT Direct        PT Indirect       

Average Annual Wage: \$ 32,900+

Average Hourly Wage: \$ 15.82+

Benefits Provided? YES X NO       

Health Insurance X

Paid Time Off X

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Other  (401K) \_\_\_\_\_

Capital Investment \$ \$7.7M Phase I (additional \$3.0M Phase II)

Estimated Ad Valorem Tax: Based on Phase I only

County \$49,372 / Year

Schools \$41,592 / Year

City of Lake City n/a

Water Management \$2,521 / Year

Hospital Authority \$5,925 / Year

**REQUESTED COUNTY INCENTIVES**

	<u>Est. Cost</u>
Site Donation (_____)	\$ <u>300,000</u>
Site Development	_____
Rail Siding / Extension	_____
Permit Waivers:	
Building	TBD
Utility	TBD
Surfacewater	TBD
Other	TBD
Cash Incentive	
Tax Abatement (County Ad Valorem @ 75%)	<u>\$37,029 / Year</u>
Other <u>QTI</u>	State
_____	_____
_____	_____
<b>Total</b>	<b>\$ <u>TBD</u></b>

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**PROPOSED REVENUE SOURCES – INCENTIVES**

	State	County	City	Other
Site Acquisition	\$	\$300,000		
Site Development	\$			
Rail Siding/Extension	\$			
Permit Waivers	\$	TBD	TBD	
Cash Incentive	\$			
Tax Abatement	\$	\$37,029 / Year		
Other:	\$			
QTI Tax Rebate	\$	TBD		
	\$			
	\$			
	\$			
	\$			

**PROJECT DUE DILIGENCE**

If the project is expanding or relocating; has a site visit been made to the existing plant location?  
 YES   X   NO           

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Will the industry require any of the following permits:	YES	NO	
DEP Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
DEP Industrial Wastewater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
DEP Wetlands Mitigation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
ACE Dredge and Fill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
SRWMD Surfacewater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FDOT Connection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
City of Lake City Utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

A PUBLIC RECORDS EXEMPTION MAY APPLY PURSUANT TO FLORIDA STATUTES SECTION 288.075  
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City of Lake City Building    
Other:    
County Building Permit    
County Highway Connection

Will the project generate any waste that is classified as a hazardous material?  
YES \_\_\_\_\_ NO X If yes, identify \_\_\_\_\_

Will the project generate any waste requiring special handling? YES \_\_\_\_\_ NO X  
If yes, identify \_\_\_\_\_

Will the special handling waste be transported to the Winfield Solid Waste Facility for disposal?  
YES \_\_\_\_\_ NO X

What are the utility requirements?

Electrical _____	(Provider: <u>FP&amp;L</u> )
Water _____	(Provider: <u>Lake City</u> )
Sewer _____	(Provider: <u>Lake City</u> )
Gas _____	(Provider: <u>Lake City</u> )

Is adequate utility capacity available at the proposed site location or is adequate utility capacity provided for in the development cost? YES TBD NO \_\_\_\_\_

What is the project time frame for completion? 24 months Phase I + 24 months Phase II

Based upon requested county participation; is the project time frame for completion realistic?  
YES X NO \_\_\_\_\_ If not, what additional time is needed? \_\_\_\_\_

Has the amount of additional time needed been communicated to the company?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If additional time is not acceptable to the company; what can/may be taken to reduce the projected completion time? What is the cost of these actions?

What are the proposed hours of operation? Days of the week 5 Hours 8 / day

Does the company produce noise pollution? If so, what decibel level? \_\_\_\_\_ Is the proposed site location an acceptable location for such noise? Yes X No \_\_\_\_\_

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ACTIONS	COST
1.	\$
2.	
3.	
4.	

**PROJECT SUMMARY**

Project 17-08 will create \$ 7.7M Phase I in new capital investment. The project will create 33 (Phase I) new direct full time jobs. The average annual salary for these new jobs is \$ 32,900+. This salary is \_\_\_\_\_ % above \_\_\_\_\_ below \_\_\_\_\_ the market rate for Columbia County.

Project 17-08 has requested an incentive package estimated to be worth \$ TBD. If approved, the incentive package cost will be divided as follows:

State \$ TBD, County \$ 300,000 City \$ \_\_\_\_\_ Other \$ \_\_\_\_\_.

Tax abatement will result in the loss of county revenue in the amount of \$ \$37,209 annually for a period of 8 years.

The project completion deadline is 48 months. The deadline has been reviewed by county staff and determined to be achievable.

**ECONOMIC DEVELOPMENT ADVISORY BOARD REVIEW**

The Columbia County Economic Development Advisory Board has reviewed the above proposed project on \_\_\_\_\_ and recommends the following:

Approval as Submitted

Approved as Noted

A PUBLIC RECORDS EXEMPTION MAY APPLY PURSUANT TO FLORIDA STATUTES SECTION 288.075  
ANY REQUEST FOR OR RELEASE OF THIS RECORD SHALL BE REVIEWED BY THE COUNTY ATTORNEY

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\_\_\_\_\_

Signature  
Executive Director, Economic Development

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

Signature  
Representative





# COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: July 27, 2017 Meeting Date: August 3, 2017

Name: Glenn Hunter Department: Economic Development

Division Manager's Signature:  \_\_\_\_\_

### 1. Nature and purpose of agenda item:

**Incentive request for Project #17-8 - Consideration of transferring county owned property, in whole or part, as part of an economic incentive package**

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

### 2. Fiscal impact on current budget.

Is this a budgeted item?  N/A  
 Yes Account No. \_\_\_\_\_  
 No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_ Fund: \_\_\_\_\_

FROM: \_\_\_\_\_ TO: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

### For Use of County Manger Only:

Consent Item  Discussion Item

District No. 1 - Ronald Williams  
District No. 2 - Rusty DePratter  
District No. 3 - Bucky Nash  
District No. 4 - Everett Phillips  
District No. 5 - Tim Murphy



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

## Memo

**Date:** July 27, 2017  
**To:** Ben Scott, County Manager  
**From:** Glenn Hunter, Director Economic Development *Glenn Hunter*  
**RE:** Project #17-8 Land Acquisition

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I have attached a letter from Project 17-8. The company is requesting the Board of County Commissioners give consideration for the county owned land to be transferred in whole or in part. I request that we secure an appraisal of the property to be utilized for negotiations, upon approval of Project 17-8 by the Board of County Commissioners.

We request this item on the agenda for the next regularly scheduled Board of County Commissioner meeting on August 3, 2017.

11 July 2017

**Mr. Glenn Hunter**  
**Economic Development Director**  
**Columbia County Florida**  
164 NW Madison Street #103  
Lake City, Florida 32055

RE: Project 17-08

Dear Mr. Hunter:

is very appreciative of your efforts and that of the Economic Development Team of Columbia County. Based on our understanding of the outcome from the Advisory Council, we would make the following two (2) requests of the County Commission when it considers our Request for Assistance (Project 17-08).

**Tax Abatements:** As with any company which is expanding, it will take time to 1) design, engineer and construct facilities, 2) fully complete each phase based on priorities, and 2) recruit, hire and train new employees. Therefore, we ask that the Commission approve a pro-ration of the abatements while the construction and ramping up of employment occurs.

**Property:** The property requested is a residual parcel after construction of the road w/easements (Bascom Norris). It is our understanding that two (2) years ago, the Commission had agreed to donate the property for a Project that would bring roughly the same number of jobs to the community. On that basis, we asked for the property to be donated. If donation is not allowed, then we would ask that the Commission consider a cost share with \_\_\_\_\_ of the actual cost of the property or of its appraised value.

Again, \_\_\_\_\_ is appreciative of the efforts of the Economic Development Team and of the wisdom of the County Commission.

Warmest regards,

\_\_\_\_\_  
Chief Financial Officer

PS: In accordance with F.S. 288.075, we request that the Confidentiality be appropriately maintained. Therefore, we are providing an electronic version of this document to allow for easy redaction if necessary.

Blue- Road Right-of-Way

Green- Proposed Land Acquisition

Red- Reserve for New Millennium Building System Expansion





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**Today's Date:** July 27, 2017 **Meeting Date:** August 3, 2017

**Name:** Ray Hill **Department:** Purchasing

**Division Manager's Signature:**  \_\_\_\_\_

**1. Nature and purpose of agenda item:**

**Approve evaluation committees recommendation to contract with Blue Cross for Group Health Ins.**

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

**2. Fiscal impact on current budget.**

Is this a budgeted item?  N/A  
 Yes Account No. xxxx-xxx-1023  
 No Please list the proposed budget amendment to fund this request

**Budget Amendment Number:** \_\_\_\_\_ **Fund:** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_ **AMOUNT:** \_\_\_\_\_

**For Use of County Manger Only:**

Consent Item  Discussion Item

District No. 1 - Ronald Williams  
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**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

## Memo

**Date:** July 27, 2017

**To:** Board of Commissioners

**From:** Ray Hill, Purchasing Director

**RE:** Final Ranking RFP No. 2017-P Group Health Insurance

---

The Evaluation and Ranking Committee consisting of members Scott Ward, Lisa Roberts, Chad Crews, Sandy Bristo and Thersa Frazee met on July 20, 2017 to rank proposals in response to RFP 2017-P for Group Health Insurance. Ranking of the proposals received was as follows:

1. Blue Cross
2. United Health Care
3. Tie – Florida League of Cities and AvMed.

BOARD MEETS FIRST THURSDAY AT 5:30 P.M.  
AND THIRD THURSDAY AT 5:30 P.M.

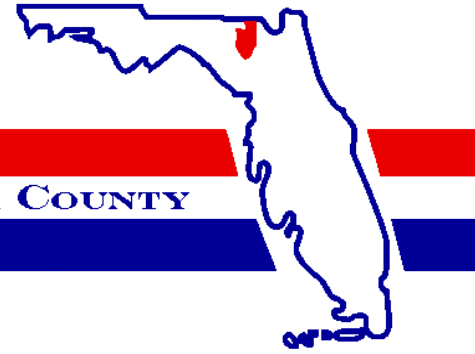
Final Ranking  
Group Health Benefits  
RFP 2017-P

Columbia County, Florida  
Board of County Commissioners

Firm	Scott Ward	Lisa Roberts	Chad Crews	Theresa Fraze	Sandy Brsto				Total	Final ranking
AvMed	4	4	3	3	4					4
Blue Cross	1	1	1	1	1					1
Florida League of Cities	3	4	4	5	3					4
United Health Care	2	2	2	2	2					2


*C Ray Hill*





**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

## Memo

**Date:** July 28, 2017  
**To:** Ben Scott, County Manager  
**From:** Scott Ward, Assistant County Manager   
**RE:** Employee Insurance Renewal

---

The Insurance Committee met on July 27, 2017 to review the information obtained from RFP No. 2017-P Group Health Insurance. Renewals were presented with the following changes:

- Health insurance premiums increase 22.8% with no proposed changes to the current plans
- Dental insurance premiums remain unchanged with no proposed changes to the current plans
- Vision insurance premiums remain unchanged with no proposed changes to the current plans
- Basic Life with AD&D premiums remain unchanged with no changes to the current plan
- Supplemental Life with AD&D premiums remain unchanged with no changes to the plan
- Short Term Disability premiums remained unchanged with no changes to the current plans

After discussing premiums, the Insurance Committee recommended the Board approve the RFP offered by Blue Cross Blue Shield, and the Ancillary plans. The Insurance Committee also recommends adding the proposed BlueCare 60 HMO plan, and ComPsych Employee Assistance Program (EAP). The BlueCare 60 Plan does not change the amount the Board contributes towards Premiums and the ComPsych increases the Board's contribution \$36 per employee.

Blue Cross and Blue Shield is providing \$50,000 for wellness to offset the cost increase for health insurance. We propose using the wellness dollars to offset the overall increase to health and ancillary premiums provided by the Board.

The additional cost to the County equals \$1,583.28 per employee, in order to cover the individual costs of Plan D, Basic Life and ComPsych EAP. Additional increases will be funded by the employees for other plans. I have attached a summary of the changes in the plans.

BOARD MEETS THE FIRST THURSDAY AT 5:30 P.M.  
AND THIRD THURSDAY AT 5:30 P.M.

	<b>PROPOSED 2018</b>	<b>CURRENT 2017</b>	<b>CHANGE</b>
County Budget	\$ 8,584.68	\$ 7,001.40	\$ 1,583.28
Life & Disability	\$ 215.40	\$ 215.40	\$ -
EAP	\$ 36.00		\$ 36.00
Amount Available for Health Insurance	<u>\$ 8,333.28</u>	<u>\$ 6,786.00</u>	<u>\$ 1,547.28</u>

### Blue Cross Proposed Plans

#### Individual Plans

	BlueChoice 0317 Plan A	BlueOptions 03559 Plan C	BlueCare 60	BlueOptions 03160/61 Plan D	BlueOptions 05192/93 Plan F
Annual Premiums	\$ 10,689.12	\$ 10,109.52	\$ 9,432.12	\$ 8,333.28	\$ 6,374.28
County's Portion	\$ 8,333.28	\$ 8,333.28	\$ 8,333.28	\$ 8,333.28	\$ 8,333.28
Employee's Portion of Annual Premium	\$ 2,355.84	\$ 1,776.24	\$ 1,098.84	\$ -	\$ (1,959.00)
Amount Deducted Per 24 Pay Periods	\$ 98.16	\$ 74.01	\$ 45.78	\$ -	\$ (81.63)
Current Amount of Deduction	\$ 79.93	\$ 60.27	N/A	\$ -	\$ (66.45)
Increase Per Pay Period	\$ 18.23	\$ 13.74	N/A	\$ -	\$ (15.18)

#### Family Plans

	BlueChoice 0317 Plan A	BlueOptions 03559 Plan C	BlueCare 60	BlueOptions 03160/61 Plan D	BlueOptions 05192/93 Plan F
Annual Premiums	\$ 19,354.80	\$ 18,297.96	\$ 17,078.64	\$ 15,090.12	\$ 11,542.56
County's Portion	\$ 8,333.28	\$ 8,333.28	\$ 8,333.28	\$ 8,333.28	\$ 8,333.28
Employee's Portion of Annual Premium	\$ 11,021.52	\$ 9,964.68	\$ 8,745.36	\$ 6,756.84	\$ 3,209.28
Amount Deducted Per 24 Pay Periods	\$ 459.23	\$ 415.20	\$ 364.39	\$ 281.54	\$ 133.72
Current Amount of Deduction	\$ 373.96	\$ 338.10	N/A	\$ 229.26	\$ 108.93
Increase Per Pay Period	\$ 85.27	\$ 77.09	N/A	\$ 52.27	\$ 24.79

**BlueCare**  
For Large Groups  
Predictable Cost Health Benefit Plan 60

**Florida Blue**   
HMO

Summary of Benefits for Covered Services	Amount Member Pays	
	In-Network	Out-of-Network
<b>Financial Features</b>		
<b>Deductible (DED<sup>1</sup>) (PBP<sup>2</sup>)</b> (DED is the amount the member is responsible for before Florida Blue HMO pays)	\$500 per person \$1,000 per family	Not covered
<b>Coinsurance</b> (Coinsurance is the percentage the member pays for services)	10% of the allowed amount	Not covered
<b>Out-of-Pocket Maximum (PBP)</b> (Out-of-Pocket Maximum includes DED, Coinsurance, Copayments and Prescription Drugs)	\$3,500 per person \$7,000 per family	Not covered
<b>Office Services</b>		
<b>Physician Office Services</b>		
Primary Care Physician	\$25 Copay	Not covered
Specialist	\$45 Copay	Not covered
Convenient Care	\$25 Copay	Not covered
e-Office Visit	\$10 Copay	Not covered
<b>Maternity (Cost Share for initial visit only)</b>		
Primary Care Physician	\$25 Copay	Not covered
Specialist	\$45 Copay	Not covered
<b>Allergy Injections (per visit)</b>		
Primary Care Physician	\$10 Copay	Not covered
Specialist	\$10 Copay	Not covered
<b>Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)</b>	\$125 Copay	Not covered
<b>Medical Pharmacy - Physician-Administered Medications</b> (applies to Office Setting and Specialty Pharmacy Vendors)		
In-Network Monthly Out-of-Pocket (OOP) Maximum <sup>3</sup>		
Preferred	\$200	
Non-Preferred	\$700	
Provider		
Preferred	15%	Not covered
Non-Preferred	35%	Not covered
Physician-Administered Medications – These medications require the administration to be performed by a health care provider. The medications are ordered by a provider and administered in an office or outpatient setting. Physician-Administered medications are covered under the <i>medical</i> benefit. Please refer to the Physician-Administered medication list in the Medication Guide for a list of drugs covered under this benefit.		
<b>Preventive Care</b>		
<b>Routine Adult &amp; Child Preventive Services, Wellness Services, and Immunizations</b>	\$0	Not covered
<b>Mammograms</b>	\$0	Not covered
<b>Colonoscopy (Routine for age 50+ then frequency schedule applies)</b>	\$0	Not covered
<b>Emergency Medical Care</b>		
<b>Urgent Care Centers</b>	\$45 Copay	Not covered
<b>Emergency Room Facility Services (per visit) (copayment waived if admitted)</b>	\$100 Copay	\$100 Copay

<sup>1</sup> DED = Deductible

<sup>2</sup> PBP = Per Benefit Period

<sup>3</sup> In-Network Medical Pharmacy will be paid at 100% for the remainder of the calendar month once OOP max is met.

Florida Blue HMO is a trade name of Health Options, Inc., an HMO affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association. Florida Blue HMO does not discriminate on the basis of race, color, national origin, disability, age, sex, gender identity, sexual orientation, or health status in the administration of the plan, including enrollment and benefit determinations.

# BlueCare

## For Large Groups

### Predictable Cost Health Benefit Plan 60

Summary of Benefits for Covered Services	Amount Member Pays	
	In-Network	Out-of-Network
<b>Emergency Medical Care (continued)</b>		
<b>Ambulance Services</b>	10% after Deductible	10% after Deductible
<b>Outpatient Diagnostic Services</b>		
<b>Independent Diagnostic Testing Facility Services (per visit)</b> (e.g. X-rays) (Includes Provider Services)		
Diagnostic Services (except AIS)	\$45 Copay	Not covered
Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	\$80 Copay	Not covered
<b>Independent Clinical Lab (e.g., Blood Work)</b>	\$0	Not covered
<b>Outpatient Hospital Facility Services (per visit) (e.g., Blood Work and X-rays)</b>	\$275 Copay	Not covered
<b>Hospital / Surgical</b>		
<b>Ambulatory Surgical Center Facility (ASC)</b>	\$200 Copay	Not covered
<b>Outpatient Hospital Facility Services (per visit)</b>		
Therapy Services	\$65 Copay	Not covered
All other Services	\$275 Copay	Not covered
<b>Inpatient Hospital Facility and Rehabilitation Services (per admit)</b>	\$325 Copay per day (\$1,625 max)	Not covered
<b>Mental Health / Substance Dependency</b>		
<b>Inpatient Hospitalization Facility Services (per admit)</b>	\$0	Not covered
<b>Outpatient Hospitalization Facility Service (per visit)</b>	\$0	Not covered
<b>Emergency Room Facility Services (per visit)</b>	\$0	\$0
<b>Provider Services at Hospital</b>		
Primary Care Physician / Specialist	\$0	Not covered
<b>Provider Services at ER</b>		
Primary Care Physician / Specialist	\$0	\$0
<b>Provider Services at Locations other than Office, Hospital and ER</b>		
Primary Care Physician / Specialist	\$0	Not covered
<b>Outpatient Office Visit</b>		
Primary Care Physician / Specialist	\$0	Not covered
<b>Other Provider Services</b>		
<b>Provider Services at Hospital</b>	\$0	Not covered
<b>Provider Services at ER</b>	\$0	\$0
<b>Radiology, Pathology and Anesthesiology Provider Services at an Ambulatory Surgical Center (ASC)</b>	\$0	Not covered
<b>Provider Services at Locations other than Office, Hospital and ER</b>		
Primary Care Physician	\$25 Copay	Not covered
Specialist	\$45 Copay	Not covered
<b>Other Special Services</b>		
<b>Combined Outpatient Cardiac Rehabilitation and Occupational, Physical, Speech and Massage Therapies and Spinal Manipulations</b>		
Outpatient Rehabilitation Therapy Center	\$45 Copay	Not covered
Outpatient Hospital Facility Services (per visit)	\$65 Copay	Not covered
<b>Durable Medical Equipment, Prosthetics and Orthotics</b>		
Motorized Wheelchair	10% after Deductible	Not covered
All Other	10% after Deductible	Not covered
<b>Home Health Care</b>	\$0	Not covered

# BlueCare

## For Large Groups

### Predictable Cost Health Benefit Plan 60

Summary of Benefits for Covered Services	Amount Member Pays	
	In-Network	Out-of-Network
<b>Other Special Services (continued)</b>		
Skilled Nursing Facility	10% after Deductible	Not covered
Hospice	10% after Deductible	Not covered

**Important:** To ensure quality care and to help you get the most value from your plan benefits, **you need to get an approval** from Florida Blue HMO for certain services before your appointment or you'll have to **pay the entire cost** for the service. **Before an appointment**, visit [floridablue.com/Authorization](http://floridablue.com/Authorization) or call the toll-free number on your member ID card to see if a prior approval is needed and your next steps. Other services that **require your participating provider to obtain an approval** can include: hospitalization, home care, select DME and cardiac nuclear medicine studies, etc.

Benefit Maximums	
Home Health Care	60 Visits PBP
Inpatient Rehabilitation Therapy	30 Days PBP
Outpatient Therapy	30 Visits PBP
Spinal Manipulations	30 PBP (accumulates towards the Outpatient Therapy maximum)
Skilled Nursing Facility	45 Days PBP

#### Additional Benefits and Features

- We encourage you to call the care consultants team at 1-888-476-2227 to find out more about your benefits and/or treatment options. This can help you save time and money.
- You have online access to everything about your health benefit plan as well as all of our self-service tools at [floridablue.com](http://floridablue.com).
- Go to [floridablue.com](http://floridablue.com), click on **Find a Doctor** and follow the on-screen directions to easily find a doctor in your plan's network and you don't need a referral to see a participating provider.

#### BlueCare Rx Prescription Drug Program

In the event your Group has purchased pharmacy coverage from Florida Blue HMO, you'll find a Pharmacy Program information sheet enclosed. Please review it carefully, as you'll find it contains an overview of your benefits and how to utilize them.

Should it become necessary, a grievance procedure is available to all Members as detailed in the Master Policy.

This summary is only a partial description of the many benefits and services covered by Florida Blue HMO, an HMO subsidiary of Blue Cross and Blue Shield of Florida, Inc. This does not constitute a contract. For a complete description of benefits and exclusions, please see the Florida Blue HMO BlueCare Benefit Booklet and Schedule of Benefits; its terms prevail.



Proposal for Columbia County Board of County Commissioners  
GuidanceResources<sup>®</sup>

June 15, 2017



**STAY AHEAD**

## About ComPsych

ComPsych® Corporation is the world's largest provider of employee assistance programs (EAP) and is the pioneer and worldwide leader of fully EAP, behavioral health, wellness, work-life, HR, FMLA and absence management services under its GuidanceResources® brand. ComPsych provides services to more than 33,000 organizations, covering more than 89 million individuals throughout the United States and more than 140 countries. By creating "Build-to-Suit" programs, ComPsych helps employers attract and retain employees, increase employee productivity and improve overall health and well-being. Our customers range from the Fortune 500 to smaller public and private concerns, as well as government entities and Taft-Hartley groups.

### ComPsych Global Solutions

ComPsych programs help maximize productivity, minimize risk and contain costs while meeting the unique needs of each organization.

Our GuidanceResources® brand offers employers a comprehensive, approach to employee assistance programs (EAP) that consistently deliver high-quality clinical, work-life, and crisis management services around the world.

ComPsych provides services to more than 31,000 organizations, covering more than 82 million individuals throughout the United States and more than 130 countries.

But more important than the fact that we are the industry leader is why we are the leader. Every year, an average of 1,000 companies switches their program to ComPsych's GuidanceResources. Further, we retain an extremely high percentage of our customer base—more than 99 percent choose to stay with ComPsych. Our customers see the value of the depth and breadth of our services, our ability to successfully engage an employee population and the stringent standards of quality we utilize to monitor our service delivery. Quite simply, **we over-deliver on expectations**. It is this commitment that garners our exceptional growth and customer retention rates, as well as our individual satisfaction ratings.

ComPsych works with each customer to create build-to-suit programs that help employees improve their overall well-being and address the full continuum of life's issues—personal, family and wellness concerns. We help organizations foster high-performing work cultures that attract and retain the best and brightest, resulting in superior productivity and performance, and increased profits.

For more information, please visit [www.compsych.com](http://www.compsych.com).



### **Worldwide Professional GuidanceExpert Network**

Local providers with solid diagnostic skills and experience in family, addictions and workplace issues

### **Unlimited Management Consultation**

ComPsych has expertise with issues like substance abuse, compliance with the American with Disabilities Act and other government regulations, workplace violence and organizational re-engineering. If CCBCC needs support for an employee issue, a ComPsych HR specialist can provide it, working from extensive knowledge of and experience with workplace regulations and best practices. Our services to CCBCC will reflect our customers' HR policies and procedures.

evaluate and facilitate treatment within the 3, 5 or 10 session model. They will also guide individuals through a transition to the medical plan or community resources.

#### ***Referral for In-Person Counseling***

For routine matters, individuals can schedule an appointment in an average of three days. These routine face-to-face appointments are available six days a week.

If employees have an urgent request, we will provide care through a referral to a GuidanceExpert within 48 hours. During emergency calls, ComPsych's GuidanceConsultants use their crisis intervention skills to implement crisis protocols immediately

For routine referrals, ComPsych will contact the individual within two days of the first call to make sure a suitable appointment was available. For urgent and emergency cases, we will follow up within one day. During any call, we encourage the individual to follow through with our referral recommendation.

#### ***Immediate Critical Incident Response***

ComPsych staffs our internal critical incident stress management (CISM) services department 24 hours a day with experts who deal exclusively in critical incidents such as violence, serious illness and deaths, natural disasters, fatal accidents and corporate restructuring.

A CISM session is a meeting organized for an individual or group of people affected by a critical event. The onsite sessions, conducted by a GuidanceExpert, aim to reduce the likelihood of long-term psychological consequences for individuals exposed to the critical event. They offer support, normalize trauma responses and help individuals to manage the symptoms. ComPsych can provide onsite CISM sessions within hours if needed.

#### ***Formal Referrals***

When CCBCC needs to refer an employee to the EAP, ComPsych's formal referral specialists will assist CCBCC's managers/supervisors or HR professionals throughout the process. Referrals can be either voluntary or formal.

**A voluntary referral** occurs when an employee comes to their manager with an issue or when a manager identifies an issue during initial performance and disciplinary discussions. The manager reminds the employee that the EAP can assist them. The employee can choose whether to use the EAP.

**In a formal referral**, a manager/supervisor directs the employee to use EAP services after informing him or her that performance or behavior issues are hindering productivity or a policy such as drug-free workplace has been violated. Managers/supervisors formally refer employees after taking disciplinary steps.

**Award Winning****GuidanceResources Online**

GuidanceResources Online: comprehensive, award-winning online includes:

- > "Ask a GuidanceConsultant" feature allows users to confidentially email issues to clinicians
- > Chat live with staff experts
- > Mobile site enables users to browse content and news articles by topic and find local legal, child care and elder care providers.
- > Click-to-call capability
- > Online centers and communities

We encourage CCBCC to gain first-hand experience of our robust Internet offering.

[www.guidanceresources.com](http://www.guidanceresources.com)

User ID: EAPdemo0617

Password: Jundemo1

**Industry-Leading Online Information and Tools**

ComPsych's award-winning GuidanceResources Online site will provide employees with comprehensive online guidance, information, advice and helpful tools covering thousands of topics. Components of GuidanceResources Online include:

- > Interactive tools and assessments such as financial calculators, budgeting spreadsheets, language translator and personal issue quizzes
- > Customized child care provider/facility lookup and mapping for more than 500,000 resources by location and preference, availability verification based on specific criteria
- > Comprehensive elder care facility lookup by location, with ratings and rankings research, and current availability and information on more than 100,000 providers
- > Information regarding colleges and universities, career schools, graduate programs, scholarships and testing information; searchable by detailed criteria
- > Attorney resource lookup and mapping by ZIP code and proximity for more than 6,300 firms and 15,000 practitioners
- > Link to economically create simple, legally binding wills
- > Financial planner lookup and mapping by ZIP code and proximity for more than 18,000 financial professionals
- > On-demand training—Users can also access On-demand learning modules through GuidanceResources Online at any time at no additional cost. These 5-10 minute podcasts cover our most frequently requested topics in a user-friendly interactive format that includes quizzes and engaging questions. Examples of on-demand training topics include *Stress - A Way of Life or Fact of Life?*, *Managing Personal Finances*, and *Time Management Tools & Principles*.
- > Online Centers and Communities for issues such as autism, elder care, healthy habits, bullying, maternity and more. These community hubs include "Resources for Caregivers and Loved Ones"; Videos, HelpSheets and Links to External Resources. For example, the autism hub includes topics such as: "What are Some Common Signs of Autism Spectrum Disorder?" and "Is Autism Spectrum Disorder Inherited."

**Training Sessions**

We commit to maintaining a high level of awareness of the GuidanceResources program for CCBCC, which drives utilization and maximizes the employee benefit from our services. To help accomplish this objective, ComPsych has included 15 training hours per contract year in our quoted rates.

CCBCC can mix and match any combination of the following:

- > Orientation sessions (employee or management)
- > Personal development workshops: wellness seminars, brown bags or lunch and learns
- > Health and enrollment fairs
- > On-site CISM services

### Pricing for CCBCC

The following pricing is offered on a per-employee-per-month (PEPM) basis for CCBCC's 375 employees.

	3-session	5-session	10-session
Fully integrated GuidanceResources (EAP, FamilySource, LegalConnect, FinancialConnect and GuidanceResources Online)	\$2.00	\$2.25	\$3.00

ComPsych will offer CCBCC up to a five-year guaranteed rate with a five-year guaranteed contract. We are happy to discuss alternative agreements.

ComPsych's proposal is valid for a period of six months.

### GuidanceResources Program Services

#### EAP Services

- > Local in-person EAP assessment, referral counseling and brief treatment (up to 3, 5 or 10 sessions, depending on the model chosen, per issue per employee/family member per year)
- > Community resource referrals to supplement EAP counseling
- > Network management
- > Individual follow-up and satisfaction surveys
- > Critical incident response services: expert management consultation and prompt on-site services to lessen the impact of traumatic events (telephonic consultation is unlimited; on-site CISM services are available for \$225/hour)
- > Management consultation and referrals
- > Drug-free workplace and DOT policy consultation, substance abuse assessments and case oversight
- > Department of Transportation DOT substance abuse assessments and DOT case oversight billed on a fee for service at \$840.00/case

#### Work-Life Services

- > Family care services (FamilySource): Unlimited access to customized research, tailored educational materials, and prescreened referrals for child care, adoption, elder care, education, pet care and personal convenience services
- > Legal services (LegalConnect): Unlimited phone information on legal issues by ComPsych staff attorneys; free 30-minute assessment and 25 percent discount off fees when in-person representation is necessary
- > Financial services (FinancialConnect): Unlimited phone information on financial issues by ComPsych staff CPAs and CFPs



# COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: July 27, 2017 Meeting Date: August 3, 2017

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: 

### 1. Nature and purpose of agenda item:

**River Rise and Hollingsworth Bluff Boat Ramps - Port-o-lets**

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

### 2. Fiscal impact on current budget.

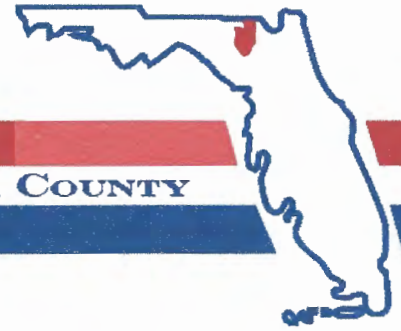
Is this a budgeted item?  N/A  
 Yes Account No. \_\_\_\_\_  
 No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_ Fund: \_\_\_\_\_

FROM: \_\_\_\_\_ TO: \_\_\_\_\_ AMOUNT: \_\_\_\_\_


### For Use of County Manger Only:

Consent Item  Discussion Item



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

## Memo

**Date:** July 25, 2017  
**To:** Ben Scott, County Manager  
**From:** Kevin Kirby, Assistant County Manager   
**RE:** Port-o-lets River Rise and Hollingsworth Bluff Boat Ramp

---

As requested the following is the information regarding placement of port-o-lets at both River Rise and Hollingsworth Bluff boat ramps.

Placing temporary facilities for everyday public use you pose the risk of being constantly tipped over, toilet paper being stolen out of them and the hygienic atmosphere is questionable. There is also the issue of not being ADA accessible if you place a regular port-o-let thus upgrading drives the cost up.

There is also the problem with placement at the service location, where are you going to put them. Getting concrete slabs or providing walks to them or placing them on existing pavement interferes with parking because we are limited in these locations.

The maintenance of port-o-lets is provided by the company providing the service which includes cleaning and stocking with paper twice a week during the summer and once a week during the winter. All services can be negotiated with a huge cost increase for daily service from the service provider or by adding the responsibility to county staff.

The following prices are for twice a week service during the summer and once a week during the winter. Handicap port-o-let is \$2,300 per unit, per year, per location. Regular port-o-let is \$1,200 per unit, per year, per location. So to service both boat ramps it would be \$4,600 per year.

I feel that it is imperative that we recognize that there are various other locations that do not have this service and one could assume that this will continue on with a request.

It is reasonable to say that a port-o-let is designed for temporary use not permanent facilities.

Please advise as how to proceed.



# COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: July 20, 2017 Meeting Date: August 3, 2017

Name: Ray Hill Department: Purchasing

Division Manager's Signature: *Ben Scott*

### 1. Nature and purpose of agenda item:

**Award Bid No. 2017-R for 3 Motor Graders to Low Bidder Beard Equipment in the amount of \$317,118**

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

### 2. Fiscal impact on current budget.

Is this a budgeted item?  N/A  
 Yes Account No. 101422054167071 and 7072  
 No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_ Fund: \_\_\_\_\_

FROM: \_\_\_\_\_ TO: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

### For Use of County Manger Only:

Consent Item  Discussion Item

District No. 1 - Ronald Williams  
District No. 2 - Rusty DePratter  
District No. 3 - Bucky Nash  
District No. 4 - Everett Phillips  
District No. 5 - Tim Murphy



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

## Memo

**Date:** July 18, 2017

**To:** Board of Commissioners

**From:** Ray Hill, Purchasing Director

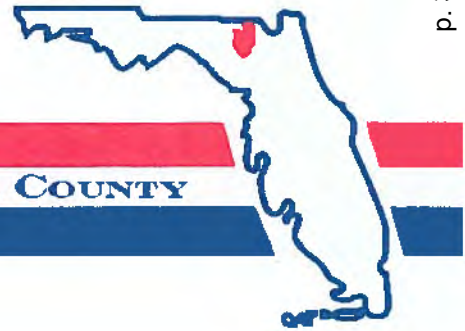
**RE:** Final Ranking Bid No. 2017-R

---

I have reviewed the bid responses for Bid No. 2017-R with Kevin Kirby and the public works department. It is our recommendation we accept the bid provided by Beard Equipment Company. They were the low bidder.


I have attached the bid forms for your review.





**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

**Memo**

**Date:** July 14, 2017  
**To:** Ray Hill, Purchasing Director  
**From:** Kevin Kirby, Assistant County Manager   
**RE:** Pipe Washer/Motor Grader Purchases

---

I am in receipt of a copy of the bids for the above two (2) referenced items.

Pipe Washer low bid was Sun Professional Supply, LLC at \$46,980. Low bidder for the (3) motor graders was Beard Equipment/John Deere at \$317,118.

Please proceed with having the bids approved and executed from the lowest bidder as soon as possible.

Thank you.

**COLUMBIA COUNTY, FLORIDA BID NO. 2017-R  
BID FORM  
MOTOR GRADERS**

Total cash price, F.O.B. Columbia County Road Department, Lake City, Florida, for three motor graders:

MAKE: Caterpillar MODEL 120M2

CASH PRICE EA: 206,362 X3 = 619,086 (A)

Guaranteed Repurchase Price At End Of 5 Years or 7,500 Service Hours (Whichever Comes First) From Date of Delivery: 90,000 X 3 = 270,000 (B)

Guaranteed Maximum Total Cost To The County For Repairs for Five Years or 7,500 Service Hours Whichever Comes First: 1,500 X 3 = 4,500 (C)

Additional Five Year Extended Warranty Costs Required for Buyback 16,615 X 3 = 49,845 (D)

**Total Cost = A-B+C+D** \$ 134,477 X 3 = 403,431

Interest Rate for Financing Options 3.2 Through Ring Investments

COMPANY NAME: Ring Power Corporation

REPRESENTATIVE SIGNATURE: 

DATE: 7.7.2017

\*Ring Power would like to offer 5 Annual Rental Payments of \$26,041.00

\*\*All other conditions apply, taxes, maintenance, etc.

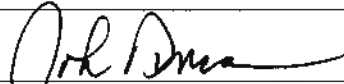
**COLUMBIA COUNTY, FLORIDA BID NO. 2017-R  
SIGNATURE PAGE  
MOTOR GRADERS**

I certify that the equipment and/or products meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the specifications, terms and conditions of this bid and I am thoroughly familiar with it's provisions and the quality and type of coverage called for and bid herein. The undersigned bidder further declares that he/she has not divulged, discussed or compared his /her bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose.

COMPANY NAME: Ring Power Corporation

ADDRESS: 500 World Commerce Parkway, Saint Augustine, FL 32092

PHONE: 904.494.1138

REPRESENTATIVE SIGNATURE: 

REPRESENTATIVE NAME: John DUNCAN

**COLUMBIA COUNTY, FLORIDA BID NO. 2017-R  
BID FORM  
MOTOR GRADERS**

Total cash price, F.O.B. Columbia County Road Department, Lake City, Florida, for three motor graders:

MAKE: JOHN DEERE MODEL 620G

CASH PRICE EA: \$ 225,971.00 X 3 = \$ 677,913.00 (A)

Guaranteed Repurchase Price At End Of 5 Years or 7,500 Service Hours (Whichever Comes First) From Date of Delivery: \$ 125,575.00 X 3 = \$ 376,725.00 (B)

Guaranteed Maximum Total Cost To The County For Repairs for Five Years or 7,500 Service Hours Whichever Comes First: \$ 5,310.00 X 3 = \$ 15,930.00 (C)

Additional Five Year Extended Warranty Costs Required for Buyback 0 X 3 = 0 (D)

**Total Cost = A-B+C+D** \$ 317,118.00

Interest Rate for Financing Options 2.86%

COMPANY NAME: Beard Equipment Company

REPRESENTATIVE SIGNATURE: [Signature]

DATE: 7/11/17

**COLUMBIA COUNTY, FLORIDA BID NO. 2017-R  
SIGNATURE PAGE  
MOTOR GRADERS**

I certify that the equipment and/or products meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the specifications, terms and conditions of this bid and I am thoroughly familiar with it's provisions and the quality and type of coverage called for and bid herein. The undersigned bidder further declares that he/she has not divulged, discussed or compared his /her bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose.

COMPANY NAME: BEARD EQUIPMENT COMPANY

ADDRESS: 2578 SE BAYA DRIVE LAKE CITY, FL

PHONE: 904-769-9220

REPRESENTATIVE SIGNATURE: Steve Carter

REPRESENTATIVE NAME: STEVE CARTER



# COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: July 27, 2017 Meeting Date: August 3, 2017

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: 

### 1. Nature and purpose of agenda item:

**Croft Street Bridge Project**

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

### 2. Fiscal impact on current budget.

Is this a budgeted item?  N/A  
 Yes Account No. \_\_\_\_\_  
 No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_ Fund: \_\_\_\_\_

FROM: \_\_\_\_\_ TO: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

### For Use of County Manger Only:

Consent Item  Discussion Item

District No. 1 - Ronald Williams  
District No. 2 - Rusty DePratter  
District No. 3 - Bucky Nash  
District No. 4 - Everett Phillips  
District No. 5 - Tim Murphy



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

**MEMORANDUM**

DATE: July 28, 2017

TO: Ben Scott, County Manager

FR: Kevin Kirby, Assistant County Manager - Operations

RE: Croft Street Bridge Project

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In May 2017, the County received bids as it relates to the above-mentioned project.

The successful low bidder was Roberts Site Development, Inc. (Contractor) for \$134,830.

At that time, it was recognized that the cost for the engineering, surveying, geotech, and construction for the project was going to have a shortfall of \$41,705 from the original amount funded by FDOT of \$125,000.

At that point, FDOT indicated that they could possibly fulfill the deficit but would have to wait until their new fiscal year started on July 1, 2017.

FDOT has not committed to the additional funding through the attached (SCOP) Supplemental Agreement.

The County Engineer has approved all documents to be accurate.

Therefore, at this time I would like to recommend:

1. Board award the bid to the low bidder Roberts Site Development, Inc.
2. Approve construction agreement with Roberts Site Development, Inc.
3. Approve the FDOT Supplemental Agreement for contract reimbursement.

Assuming the Board approves the bid award and all contracts, the Contractor is ready to proceed with the project August 2017.

BOARD MEETS FIRST THURSDAY AT 5:30 P.M.  
AND THIRD THURSDAY AT 5:30 P.M.

**BID TABULATION**  
**BID NO. 2017-1**  
**NE Croft Street Bridge Repair**

<b>Company</b>	<b>Bid Amount</b>
Roberts Site Development, Inc.	\$134,830
Anderson Columbia	\$196,115

C. Ray Hill  
Purchasing Director



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
PROJECT NUMBER 2017-01  
NE Croft Street Bridge Repair**

**BID PROPOSAL**

THE UNDERSIGNED hereby propose to furnish all materials, labor and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Base Bid	LS	1	\$ 128,250.00	\$ 128,250.00
2	Bid Alternate 1A: Rip Rap	TN	23	\$ 210.00	\$ 4,830.00
3	Bid Alternate 1B: Bedding Stone	TN	10	\$ 175.00	\$ 1,750.00

Contractor Signature : \_\_\_\_\_

TOTAL 134,830.00

**PAY ITEM NOTES**

**Item 1** – Includes all work shown in the plans with the exception of the items specifically listed as Bid Alternates 1A and 1B.

**Item 2 and 3** - Shall be placed in accordance with the plans and as directed by the Engineer

**ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.**

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO BOTH THE REQUIREMENTS OF THE 2017 FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE 2016-2017 FDOT DESIGN STANDARDS.

ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS. ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM

Company Name: Roberts Site Development, Inc

(SEAL)

Authorized Company Representative: Avery C. Roberts  
Printed Name



Signature

Attested By: Stephanie J. Slown  
Printed Name

Signature

Total Bid Amount: 134,830.00

Date: 5-19-17

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
PROJECT NUMBER 2017-01  
NE Croft Street Bridge Repair**

**BID PROPOSAL**

THE UNDERSIGNED hereby propose to furnish all materials, labor and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Base Bid	LS	1	\$ 181,515.00	\$ 181,515.00
2	Bid Alternate 1A: Rip Rap	TN	23	\$ 450.00	\$ 10,350.00
3	Bid Alternate 1B: Bedding Stone	TN	10	\$ 425.00	\$ 4,250.00

Contractor Signature : 

TOTAL	196,115.00
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**PAY ITEM NOTES**

**Item 1** – Includes all work shown in the plans with the exception of the items specifically listed as Bid Alternates 1A and 1B.


**Item 2 and 3** - Shall be placed in accordance with the plans and as directed by the Engineer


**ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.**

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ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS. ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM

Company Name: Anderson Columbia Co., Inc. (SEAL)

Authorized Company Representative: Walter B. Edwards III, Vice President   
Printed Name Signature

Attested By: Kevin Lamar, Estimator/PM   
Printed Name Signature

Total Bid Amount: One-hundred, ninety-six thousand, one-hundred, fifteen dollars and zero cents. (\$196,115.00)

Date: May 23, 2017

## CONSTRUCTION AGREEMENT

COLUMBIA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 135 NE Hernando Avenue, Suite 203, Lake City, Florida 32056-1529 (the "County"), hereby contracts with Roberts Site Development, Inc. (the "Contractor") of P.O. Box 855, Lake Butler, FL 32054 (address) a contractor licensed to perform all work in the State of Florida in connection with the County's Project No. 2017-01 (the "Project"), as said work is set forth in the Plans and Specifications and other Contract Documents hereafter specified (the "Work"). The designated Engineer for the Project and the Work, as referenced in this Agreement, shall be **M. David Finley, P.E., Senior Bridge Engineer, 267 SW Finley Glen, Lake City, FL 32024.**

The County and the Contractor, for the consideration herein set forth, agree as follows:

### **Section 1. Contract Documents**

The Contract Documents consist of this Agreement, the Exhibits described in Section 4 hereof, the Legal Advertisement, the Instructions to Bidders, the Proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

### **Section 2. Scope of Work**

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement.

### **Section 3. Contract Amount**

In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: **\$ 134,830** or in WORDS **one hundred, thirty four thousand, eight hundred and thirty** .

**[INSERT SCHEDULE OF UNIT PRICES AS APPLICABLE]**

#### **Section 4. Exhibits Incorporated**

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Invitation to Bid
- C. Bid Proposal with required forms
- D. Performance Bond
- E. Public Payment Bond
- F. Insurance Requirements, including certificates of insurance
- G. Form of Release and Affidavit
- H. Change Order Form
- I. Notice of Award
- J. Notice to Proceed Form
- K. Application for Payment Form
- L. Special Conditions, if any
- M. Project Plans – Titled “Repairs to Croft Street Bridge over Olustee Creek”, dated March 2017**
- N. 2017 FDOT Standard Specifications for Road and Bridge Construction**

#### **Section 5. Bonds**

A. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as “A-” or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policyholders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

#### **Section 6. Contract Time and Liquidated Damages**

A. Time is of the essence in the performance of the Work under this Agreement. The “Commencement Date” shall be established in the Notice to Proceed to be issued by the County. The Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work

performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within 75 calendar days from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within 90 calendar days from the Commencement Date (herein "Contract Time").

B. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$958.00**<sup>1</sup> for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the Engineer issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

## **Section 7. Intent of Contract Documents and Contractor Representations**

A. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

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<sup>1</sup> The Liquidated Damages have been valued based upon the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, published **July 2017**.

B. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

C. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Engineer.

D. In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- D.1 Contractor has examined and carefully studied the Contract Documents (including those listed in Section 4) and the other related data identified in the Project Documents including “technical data.”
- D.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- D.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- D.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and

programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- D.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- D.6 Contractor has correlated the information known to Contractor, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- D.7 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **Section 8. Investigation and Utilities**

A. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

B. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 8.B. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

## **Section 9. Schedule**

A. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County and Engineer, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall: show the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project within the Contract Time; show the order and interdependence of activities and the sequence for accomplishing the Work and describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress of each activity; show each activity with a beginning work date, a duration, and a monetary value; include activities for procurement fabrication, and delivery of materials, plant, and equipment, and review time for shop drawings and submittals; include milestone activities when milestones are required by the Contract Documents; and in a Project with more than one phase, adequately identify each phase and its completion date, and not allow activities to span more than one phase. The Contractor shall also submit a working plan with the Progress Schedule, consisting of a concise written description of the construction plan.

B. The Engineer will return inadequate schedules to the Contractor for corrections and Contractor shall resubmit a corrected schedule within five (5) calendar days from the date of the Engineer's return transmittal. The Engineer will use the accepted Project Schedule as the baseline against which to measure the progress. However, by acceptance of the Project Schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities.

B. The Progress Schedule shall be updated by the Contractor if there is a significant change in the planned order or duration of an activity or upon the request of the Engineer, which shall not be requested more than [INSERT TIMES] a month. All updates to the Progress Schedule shall be subject to the County's and Engineer's review and approval. The Engineer's review and approval of submitted the Progress Schedule and any required or requested updates shall be a condition precedent to the County's obligation to pay the Contractor.

## **Section 10. Progress Payments**

A. Prior to submitting its first Application for Payment, Contractor shall submit to the County and the Engineer, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Engineer, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the Engineer along with a completed and notarized copy of the Application for Payment form.



B. Prior to submitting its first Application for Payment, Contractor shall submit to the Engineer a complete list of all its proposed subcontractors and materialmen. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

C. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

D. Contractor shall submit its monthly Application for Payment to the Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Engineer shall either:

- D.1 indicate his approval of the requested payment;
- D.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or
- D.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment.

In the event of a total denial and return of the Application for Payment by the Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the Engineer.

E. The County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Engineer for payment, whichever is less. After fifty percent (50%) of the services are completed, the County will reduce the retainage to five percent (5%) of each subsequent progress payment. Such sums shall be accumulated and released to Contractor with final payment.

F. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

G. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full.

The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

H. The County reserves the right to issue joint checks to Contractor and its material suppliers, subcontractors, labor unions, equipment suppliers, etc., if, in the County's sole judgment, it is necessary to do so to ensure payment to the above named parties or if above named parties have filed a notice of nonpayment, lien or intent to lien, stop notice, etc.

## **Section 11. Payments Withheld**

A. The Engineer or the County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Engineer or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

- A.1 Defective Work not remedied;
- A.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;
- A.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
- A.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
- A.5 Reasonable indication that the Work will not be completed within the Contract Time;
- A.6 Unsatisfactory prosecution of the Work by the Contractor;
- A.7 Failure to provide accurate and current "As-Builts"; or
- A.8 Any other material breach of the Contract Documents.

B. If these conditions in Subsection 11.A are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between Contractor and the County.

## **Section 12. Final Payment**

A. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the County and the Engineer in accordance with Section 25.B. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by parties as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer or the County at the time of final inspection.

## **Section 13. Submittals and Substitutions**

A. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to Engineer within thirty (30) calendar days after Notice of Award is received by Contractor.

C. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Engineer for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract

Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

D. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Engineer, if Contractor submits sufficient information to allow the Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Engineer shall be the same as those provided herein for substitute materials and equipment.

E. The Engineer shall be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Engineer's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

#### **Section 14. Daily Reports, As-Builts and Meetings**

A. Unless waived in writing by the County, Contractor shall complete, maintain, and submit to Engineer on a Weekly basis a daily log of the Contractor's work in a format approved by the Engineer. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- A.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- A.2. Any Conditions which adversely affect the Work;
- A.3. The hours of operation by Contractor's and subcontractor's personnel;
- A.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

- A5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- A.6. Description of Work being performed at the Project site;
- A.7. Any unusual or special occurrences at the Project site;
- A.8. Materials received at the Project site;
- A.9. A list of all visitors to the Project site; and
- A.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County or Engineer pursuant to the Contract Documents.

B. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Engineer, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Engineer for reference. Current and accurate "As-Built" record documents shall be submitted with each Application for Payment. Failure to provide current and accurate "As-Built" record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Engineer by Contractor for the County.

C. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement

and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

- D. In addition to other requirements provided herein, Contractor shall:
  - D.1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Work.
  - D.2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - D.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - D.4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.
  - D.5. If the Contractor does not comply with a public records request, the County may terminate this Contract in accordance with Section 23 hereof.

### **Section 15. Independent Contractor**

Contractor is an independent contractor and shall, at its sole cost and expense and without increase in the contract price, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the Work. Contractor shall be responsible for securing timely inspections and approvals of its work from all such authorities and as required by the Contract Documents. Contractor shall obtain and pay for all necessary permits and licenses, including business licenses; pay all fees, manufacturer's taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment or disability insurance, which are measured by wages, salaries, or other remunerations paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations. Contractor shall maintain proof that it has complied with all aspects of the foregoing provision and shall make such proof available for review by the County at County's request.

## **Section 16. Contractor Performance, Extensions, and No Damages for Delay of Work**

A. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

## **Section 17. Changes in the Work**

A. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.

B. A Change Order, in the form attached to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

C. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 18 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

D. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

E. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

F. The Engineer shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time exceeding his/her authority and not inconsistent with the intent of the Contract Documents. Minor changes approved by the Engineer, whether changes to Work and or Contract Time, cumulatively may not exceed ten percent (10%) of the Work and or Original Contract Time. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Contractor.

## **Section 18. Claims and Disputes**

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 17.D. Engineer will render a formal decision



on the claim in writing within fifteen (15) calendar days after receipt of the Contractor's Claim. Engineer's written decision will be final and binding upon Contractor and unless Contractor submits a written notice to the County and Engineer requesting non-binding voluntary mediation within fifteen (15) calendar days of the date of such decisions, then Contractor forever waives and relinquishes any rights to bring any future legal actions or court claims with respect to such Claim. Non-binding Mediation shall be completed within sixty (60) days from the date of Contractor's timely submission of a written notice requesting non-binding voluntary mediation.

C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

## **Section 19. Indemnification and Insurance**

A. To the fullest extent permitted by law, Contractor and its surety covenant and agree to indemnify and hold County harmless of and from any and all claims, losses, demands, causes of action and the like, including but not limited to, attorneys' fees and court costs which may be asserted against County by anyone other than Contractor, resulting from, arising out of, or occurring in connection with the failure of Contractor or supplier of Contractor to perform all work required within the scope of this agreement in strict accordance with the contract documents.

B. To the full extent permitted by law, Contractor hereby agrees to defend and indemnify, protect and hold harmless County, its agents, employees, servants and sureties (individually the "Indemnified Party" and collectively the "Indemnified Parties") of and from any loss or damage and to reimburse the Indemnified Parties for any and all expenses, including legal fees, expert witness fees and other litigation costs to which the Indemnified Parties may be put because of:

- B.1. the liability for claims and liens for labor performed or materials used or furnished through or under Contractor for the project for which Contractor is liable due to any failure of Contractor to adhere to the terms of this agreement or any of the contract documents;
- B.2. liability to County resulting from Contractor's failure to comply with applicable licensing requirements;
- B.3. any personal injury, loss, damage or death to any person or persons (including employees, officers or agents of County, Contractor and lower tier subcontractors) and any property damage arising out of, result from, or in connection with the performance or nonperformance of work required in this contract or by reason of any act, omission, fault or negligence whether active or passive of Contractor whether on the project or proceeding to or from the site, including, without limitation, any personal injury, loss, damage, death or

property damage caused (or alleged to be caused) by any negligent or grossly negligent act, error or omission of any person or entity, including any Indemnified Party whether such Indemnified Party's or the person's or entity's negligence be joint or concurrent however, Contractor shall not be required to indemnify an Indemnified Party for that party's sole negligence; or

B.4. liability imposed upon County directly or indirectly by Contractor's failure or the failure of any of its employees to comply with any law, ordinance, rule, regulation or requirement, including, but not limited to, any Occupational Safety and Health Administration violations and any penalties, including enhancements, resulting in whole or in part by subcontractor's acts or omissions as well as the Immigration Reform and Control Act of 1986 and all rules and regulations adopted pursuant thereto.

C. To the fullest extent permitted by law, in addition to the express duty to indemnify County when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend County as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of County is maintained by the County or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by County (claims).

D. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification and duty to defend, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

E. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and

exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

F. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

G. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

H. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Engineer as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

I. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

J. Contractor shall submit to Engineer a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

**Section 20. Compliance with Laws**

Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and Engineer in writing.

**Section 21. Cleanup and Protections**

A. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.

B. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

**Section 22. Assignment**

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

**Section 23. Permits, Licenses and Taxes**

A. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed, but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

B. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor.

C. Contractor shall pay any and all sales, use, or other taxes, assessments and other similar charges when due, as required by any local, state or federal law, as it pertains to the services

provided herein. Contractor further agrees that it shall protect, reimburse, and indemnify the County from and assume all liability for its tax obligations under the terms of this Agreement.

#### **Section 24. Termination for Default**

A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the Engineer or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

C. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Engineer and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 24 below.

#### **Section 24. Termination for Convenience and Right of Suspension**

A. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

#### **Section 25. Completion**

A. When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the Engineer in writing that the entire Work (or such designated portion) is substantially complete and request that Engineer issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the Contractor and Engineer shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the Engineer does not consider the Work (or designated portion) substantially complete, Engineer shall notify Contractor in writing giving the reasons therefor. If the Engineer considers the Work (or designated portion) substantially complete, Engineer shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for

the entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment. The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punchlist.

B. Upon receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Engineer will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, and (3) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Engineer may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the retainage shall become due and payable.

## **Section 26. Warranty**

Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

## **Section 27. Tests and Inspections.**

A. The County, Engineer, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection

and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Engineer and the County.

C. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Engineer, such work must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Engineer, such Work must, if requested by Engineer, be uncovered for Engineer's observation and be replaced at Contractor's sole expense.

D. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

E. Neither observations nor other actions by the Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

## **Section 28. Defective Work**

A. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by the County or Engineer, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County or Engineer, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.

B. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County or Engineer to stop the Work shall not give rise to



any duty on the part of the County or Engineer to exercise this right for the benefit of Contractor or any other party.

C. If Contractor fails, within a reasonable time after the written notice from the County or Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Engineer or the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency.

### **Section 29. Supervision and Superintendents**

Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and Engineer except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

### **Section 30. Protection of Work**

Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

### **Section 31. Emergencies**

In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County or Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

### **Section 32. Use of Premises**

Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

### **Section 33. Safety**

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;
- A.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
- A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County.

**Section 34. Project Meetings**

Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Engineer and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Engineer or the County with respect to the Project, when directed to do so by the County or Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Engineer.

**Section 35. Notices**

A. All notices required or made pursuant to this Agreement by the Contractor to the County or Engineer shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

County

Ben Scott, Columbia County Administrator  
135 NE Hernando Avenue, Suite 203  
Lake City, Florida 32056-1529

and

Engineer

**David Finley, P.E.**  
**Senior Bridge Engineer**  
**1300 Riverplace Blvd., Ste 210**  
**Jacksonville, FL 32207**

With courtesy copies also provided to:

Joel F. Foreman, County Attorney  
Columbia County, Florida  
207 S. Marion Avenue  
Lake City, Florida 32025

Kevin Kirby, Public Works Director  
Columbia County, Florida  
Post Office Box 969

Lake City, Florida 32056-0969

Chad Williams, County Engineer  
Columbia County Public Works  
Post Office Box 1529  
Lake City, Florida 32056

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: \_\_\_\_\_

Address (including city, state and zip): \_\_\_\_\_

Name of person with their title to whose  
Attention the notice should be sent: \_\_\_\_\_

Telephone and Fax numbers: \_\_\_\_\_

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

**Section 36. Modification**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**Section 37. Successors and Assigns**

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

**Section 38. Governing Law**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

**Section 39. Venue**

The state courts in and for Columbia County, Florida shall be the proper and sole venue for any legal action on any and all claims, disputes or other matters in controversy arising out of or

relating to this Agreement, whether stated as contractual, tort, equitable, statutory or any other claims or causes of action.

**Section 40. No Waiver**

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**Section 41. Remedies Cumulative**

No right or remedy in this Agreement is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative and shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**Section 42. Entire Agreement**

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

**Section 43. Severability**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

**Section 44. Third Party Beneficiaries**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**Section 45. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**(INSERT TELEPHONE NUMBER, E-MAIL ADDRESS, AND MAILING ADDRESS).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- A. Keep and maintain public records required by the County to perform the service.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- D. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR: \_\_\_\_\_  
(Company Name)

ATTEST:

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Printed)

Its: \_\_\_\_\_ (Title)

Date: \_\_\_\_\_

Witness:

Its: \_\_\_\_\_

President/Corporate Secretary/Witness

[Corporate Seal]

Date: \_\_\_\_\_

\_\_\_\_\_  
2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Columbia County, Florida

(SEAL)

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

Clerk: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Approved as to Form and Content:

\_\_\_\_\_  
County Attorney



**EXHIBIT A**  
**LEGAL ADVERTISEMENT**

**EXHIBIT B**  
**INVITATION TO BID**

**EXHIBIT C**  
**BID PROPOSAL WITH REQUIRED FORMS**

**EXHIBIT D**  
**PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_, as Principal, whose principal business address is

and phone number is \_\_\_\_\_, and  
\_\_\_\_\_, as Surety, whose principal  
address is \_\_\_\_\_

and phone number is: \_\_\_\_\_ are  
held and firmly bound to Columbia County, Florida (the "COUNTY"), as Obligee in the sum  
of: \_\_\_\_\_

(\$ \_\_\_\_\_) for the payment whereof we bond ourselves, our heirs, executors,  
personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, with Obligee for \_\_\_\_\_

\_\_\_\_\_ COLUMBIA COUNTY Project  
No.: \_\_\_\_\_ in accordance with drawings and specifications, which contract is incorporated  
by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said statute are incorporated herein by reference thereto, specifically including but not limited to the notice and time limitation provisions of said section. In the event of any conflict, ambiguity or discrepancy between Section 255.05, Florida Statutes, and this Bond, Florida Statutes shall control. No right of action shall accrue on this Bond to or, for the use of any person or entity other than the COUNTY and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns.

It is further agreed and understood that if the COUNTY is required to initiate legal proceedings to recover on this Bond, the COUNTY may also recover its costs relating there to, including a reasonable amount for its attorney's fees and legal assistant's fees before trial, at trial, on appeal and in bankruptcy.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL: \_\_\_\_\_  
(Company Name of Contractor)

By: \_\_\_\_\_ (Officers Signature)  
\_\_\_\_\_ (Officers Name Printed)

Witnesses as to Principal Name: \_\_\_\_\_ (Signature)  
Its: \_\_\_\_\_ (Title)

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (officer's name), as \_\_\_\_\_ (title) of \_\_\_\_\_ (company name), a(n) \_\_\_\_\_ (state) corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

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

Signature of Notary : \_\_\_\_\_  
(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

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

Commission No. \_\_\_\_\_

ATTEST: SURETY:

\_\_\_\_\_  
(Printed Company Name)

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

(Business Address)

\_\_\_\_\_  
(Surety Authorized Signature)

\_\_\_\_\_  
(Printed Name)

Witness as to Surety \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)

**OR**

\_\_\_\_\_  
As Attorney in Fact (Signature)

\_\_\_\_\_  
(Printed Name)

**(Attach Power of Attorney)**

Witnessed by: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (officer's name), as \_\_\_\_\_ (title) of \_\_\_\_\_ Surety, on behalf of Surety. He/She is personally known to me OR has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

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

Signature of Notary : \_\_\_\_\_  
(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL) Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

**EXHIBIT E**  
**PUBLIC PAYMENT BOND**

BOND No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_, as Principal, whose principal business address is:

\_\_\_\_\_ and phone number and fax numbers are: \_\_\_\_\_  
and \_\_\_\_\_, as Surety, whose  
principal address is:

\_\_\_\_\_ and phone number and fax numbers are: \_\_\_\_\_ are held  
and firmly bound to COLUMBIA COUNTY, FLORIDA (the "COUNTY") as Obligee in the sum  
of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

for the payment whereof we bind ourselves, our heirs, executors, personal representatives,  
successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, with Obligee for \_\_\_\_\_  
in accordance with drawings and specifications, which contract is incorporated by reference and  
made a part hereof, and this referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal promptly makes payment to all  
claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials  
or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the  
Contract, then is bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities  
connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no  
event will the Surety be liable in the aggregate to claimants for more than the penal sum of this  
Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its  
under-signed representative, pursuant to authority of its governing body.  
Signed, sealed and delivered in the presence of:



PRINCIPAL: \_\_\_\_\_  
(Company Name of Contractor)

By: \_\_\_\_\_ (Officer's Signature)  
\_\_\_\_\_ (Officer's Name Printed)

Witnesses as to Principal Name: \_\_\_\_\_ (Signature)  
Its: \_\_\_\_\_ (Title)

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

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (officer's name), as  
\_\_\_\_\_ (title) of \_\_\_\_\_, a  
\_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has  
produced \_\_\_\_\_ as identification and did (did not) take an oath.

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

Signature of Notary: \_\_\_\_\_

(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

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

Commission No.: \_\_\_\_\_

ATTEST: SURETY:

\_\_\_\_\_  
(Printed Company Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Surety Authorized Signature)

\_\_\_\_\_  
(Printed Name)

Witness as to Surety: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Printed Name)

**OR**

\_\_\_\_\_  
As Attorney in Fact (Signature)

\_\_\_\_\_  
(Printed Name)

**(Attach Power of Attorney)**

Witnessed by:

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_ (officer's name), as \_\_\_\_\_ (title) of \_\_\_\_\_ Surety, on behalf of Surety. He/She is personally known to me OR has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

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

Signature of Notary: \_\_\_\_\_

(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

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

Commission No: \_\_\_\_\_

**EXHIBIT F**  
**INSURANCE REQUIREMENTS**  
**CERTIFICATES OF INSURANCE**

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the COUNTY

with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

**WORKER'S COMPENSATION [REVISE AS NEEDED TO MEET COUNTY'S REQUIREMENTS]**

State: Statutory  
Applicable Federal:  
(e.g. Longshoremen's) Statutory  
Employer's Liability: \$1,000,000.00

**COMPREHENSIVE GENERAL LIABILITY**

Bodily Injury: \$1,000,000.00 Each Occurrence  
Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

**COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily Injury: \$1,000,000.00 Each Occurrence  
Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

**EXHIBIT G**  
**RELEASE AND AFFIDAVIT**

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

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
\_\_\_\_\_, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ \_\_\_\_\_ paid, \_\_\_\_\_ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Columbia County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated \_\_\_\_\_, \_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_  
By: \_\_\_\_\_ (signature of the executive officer)

Its: \_\_\_\_\_ (title of the executive officer)

Date: \_\_\_\_\_

Witnesses

\_\_\_\_\_

[Corporate Seal]

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_  
(Signature of Notary)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

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

Commission No.: \_\_\_\_\_

**EXHIBIT H**  
**CHANGE ORDER FORM**

CHANGE ORDER NO. \_\_\_\_\_ COLUMBIA COUNTY PROJECT NO. \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

Columbia County Project No. \_\_\_\_\_

Under our AGREEMENT dated \_\_\_\_\_.

\*\*\*\*\*

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

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

FOR THE ADDITIVE or DEDUCTIVE Sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_).

Original Agreement Amount                      \$ \_\_\_\_\_

Sum of Previous Changes                         \$ \_\_\_\_\_

This Change Order ADD/DEDUCT                \$ \_\_\_\_\_

Present Agreement Amount                        \$ \_\_\_\_\_

The time for completion shall be (increased/decreased) by \_\_\_\_\_ calendar days due to this Change Order. Accordingly, the Contract Time is now \_\_\_\_\_ (\_\_\_\_\_) calendar days and the final completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: \_\_\_\_\_, 20\_\_\_\_ .

COLUMBIA COUNTY, FLORIDA

CONTRACTOR

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

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

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



**EXHIBIT I**  
**NOTICE OF AWARD**

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INSERT THE NOTICE OF AWARD BEHIND THIS COVER PAGE

**EXHIBIT J**

**NOTICE TO PROCEED**

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INSERT THE NOTICE TO PROCEED BEHIND THIS COVER PAGE

**EXHIBIT K**

**APPLICATION FOR PAYMENT**

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INSERT THE APPLICATION FOR PAYMENT BEHIND THIS COVER PAGE

The Honorable Ronald Williams, Chair Columbia County BOCC 135 NE Hernando Avenue, St. 203 Lake City, Florida 32056	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>SMALL COUNTY OUTREACH PROGRAM (SCOP)</b> SUPPLEMENT <input type="checkbox"/> AGREEMENT <input type="checkbox"/>	Financial Project ID: <b>439056-1-54-01</b>
		Contract Number: <b>G0723</b>

**PROJECT DESCRIPTION**

Per Florida Statutes 339.2818, Columbia County (Agency) desires to supplement the Small County Outreach Program Agreement (SCOP) as identified above. All provisions in the basic Agreement remain in effect except as expressly modified by this Supplement. The changes to the Agreement is described below:

Name: Bridge Repair of Croft Street Bridge Length N/A

Termini: over Olustee Creek #29447

Description of Work: bridge repair

Reason for Supplement: add construction funds in the \$41,705.00 to match the bid amount.

TYPE OF WORK By Fiscal Year	(3) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (0%)	(1) STATE & FEDERAL FUNDS (100%)
<b>Design</b> <u>2007-2008</u> <u>2008-2009</u> <u>2009-2010</u> Total Design Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>Right of Way</b> <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u> Total Right of Way Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>Construction</b> <u>2015-2016</u> <u>2016-2017</u> <u>2017-2018</u> <u>2018-2019</u> Total Contract Costs	\$125,000.00 \$ 41,705.00 _____ _____ \$ 166,705.00	_____ _____ _____ _____ _____	\$ 125,000.00 \$ 41,705.00 _____ _____ \$ 166,705.00
<b>Construction Engineering and Inspection</b> <u>2014-2015</u> <u>2015-2016</u> <u>2016-2017</u> <u>2017-2018</u> Total Construction Engineering	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>Total Cost of Project</b>	_____ \$ 166,705.00	_____ _____	_____ \$ 166,705.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after July 1st each fiscal year. The Department will notify the Agency, in writing, when funds are available. The Small County Outreach Program project (SCOP) statutory percentage is 75,25% as outlined in Section 339.2818, Florida Statutes. The SCOP allows for the County's 25% participation to be accomplished through payment of funds or in-kind services. However, Columbia County is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver for purposes of waiving the required 25% participation requirement outlined in Florida Statutes 339.2818. The Department has granted the REDI waiver.

The Honorable Ronald Williams, Chair Columbia County BOCC 135 NE Hernando Avenue, St. 203 Lake City, Florida 32056	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>SMALL COUNTY OUTREACH PROGRAM</b> (SCOP) STATEMENT <input type="checkbox"/> AGREEMENT <input type="checkbox"/>	Financial Project ID: <b>439056-1-54-01</b> <hr/> Contract Number: <b>G0723</b>
---	--	--

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

COLUMBIA COUNTY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
 Name:  
 Title:

By: \_\_\_\_\_  
 Name:  
 Title: District Two Secretary

Attest: \_\_\_\_\_  
 Name:  
 Title:

Attest: \_\_\_\_\_  
 Name:  
 Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

As to form:

As to form:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.



# COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: July 27, 2017 Meeting Date: August 3, 2017

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: 

1. Nature and purpose of agenda item:  
**Cannon Creek Storm Water Mitigation Project**

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

## 2. Fiscal impact on current budget.

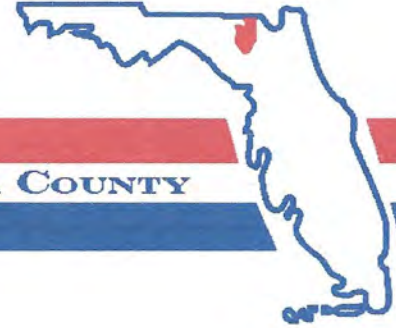
Is this a budgeted item?  N/A  
 Yes Account No. \_\_\_\_\_  
 No Please list the proposed budget amendment to fund this request

Budget Amendment Number: \_\_\_\_\_ Fund: \_\_\_\_\_


FROM: \_\_\_\_\_ TO: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

### For Use of County Manger Only:

Consent Item  Discussion Item



## **Memo**

**Date:** July 25, 2017  
**To:** Ben Scott, County Manager  
**From:** Kevin Kirby, Assistant County Manager   
**RE:** Cannon Creek Storm Water Mitigation Project

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Per the Boards request I have been asked to provide an update on the above referenced project.

In 2008 the Cannon Creek Project was (1) one of (5) five projects that the County initially approved.

As you are aware SRWMD had initially agreed to assist with funding, but the funding is no longer available. Due to the SRWMD funding no longer available the County applied for grant funding and received \$3,000,000, signed by the BOCC March, 2016, for this project. The County has spent \$340,000 in non-reimbursable funds on the Cannon Creek project prior to the grant being awarded.

Per the grant, the project consists of three categories:

1. Engineering
2. Property Acquisition
3. Construction

Attached is the schedule of values utilized for the grant application indicated a total project cost of \$2,712,226.

On July 11, 2017 I met with NFPS wherein they revised the construction cost to \$2.294 million which is a 96% increase over what we were provided on February 23, 2012 of \$1.2 million.

Also, attached is a schedule of values that show the Engineering cost and land acquisition costs have remained the same; the current price for the entire project is now \$4.23 million which is well over the \$3 million dollar grant we received.

The following is a summary of the project:

1. \$340,000 – County has spent on Engineering and Surveying that is non-reimbursable.
2. \$705,000 – County has spent to date on Engineering, Surveying and Property Acquisitions.
3. \$1,873,052 County estimates being spent on Engineering, Surveying and Property Acquisitions at the completion of the project.
4. \$2,364,402 County estimates being spent Contractually.
5. \$4,237,454 County estimates being spent on Engineering, Surveying, Property Acquisitions and Construction at the completion of the project.

The Following are options to be considered:

1. To go forward with the project and have all work performed contractually.
  - County will fund 1.23 million out of pocket
  - Have Complete Project
2. Public Works to self-perform all clearing, grubbing, and excavation of ponds.
  - This would reduce the total cost of project to \$2,964,334
  - Utilizing County forces will take approximately 1 year to complete project.
3. Adjust the grant criteria (modify the project) to match available grant funding.
  - Reducing the project benefits
  - Delaying the project (if DEP allows)
4. Stop Project at this point.
  - County will have spent \$705,000 that is reimbursable
  - County will have spent \$340,000 that is non-reimbursable.
  - No project.

Based on which option is decided; the County is eligible to apply for reimbursement up to the \$3 million upon completion of the grant.

Currently the County has spent a total \$1,044,089.29 of which \$705,000 will be reimbursable assuming the project categories are completed.



**Cannon Creek Project**

---

**Home Depot**

Property Acquisition	\$668,501.00
Wetland Mitigation	\$150,000.00
Construction	\$450,000.00
	<hr/>
	\$1,268,501.00

**Airpark**

Property Acquisition	\$473,725.00
Wetland Mitigation	\$200,000.00
Construction	\$770,000.00
	<hr/>
	\$1,443,725.00

**TOTAL \$2,712,226.00**

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Both Phases

Property Acquisition	\$1,142,226.00
Wetland Mitigation	\$350,000.00
Construction	\$1,220,000.00

**TOTAL \$2,712,226.00**

---

<b><u>USED IN GRANT APPLICATION</u></b>		Additional requested	% additional
Property Acquisition	\$1,200,000.00	\$57,774.00	5.06%
Design/Permitting	\$500,000.00	\$150,000.00	42.9%
Construction	\$1,300,000.00	\$80,000.00	6.6%
<b>TOTAL</b>	<b>\$3,000,000.00</b>	<b>\$287,774.00</b>	<b>10.61%</b>

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**OPINION OF PROBABLE CONSTRUCTION COST  
CANNON CREEK DRAINAGE - AIRPARK IMPROVEMENTS**

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
101-1	Mobilization	1	LS	8.00%	\$66,606.00
102-1	Maintenance of Traffic	1	LS	\$3,000.00	\$3,000.00
104-1	Erosion Control Blanket	62	SY	\$7.25	\$449.50
104 - 1 - 3	Sediment Barrier	17100	LF	\$2.65	\$45,315.00
104-12	Staked Turbidity Barrier	715	LF	\$3.31	\$2,366.65
110,- 1 - 1	Clearing and Grubbing	35.7	AC	\$4,500.00	\$160,650.00
104-15	Soil tracking prevention device	4	EA	\$1,500.00	\$6,000.00
120-1	Regular Excavation	229712	CY	\$3.50	\$803,992.00
285-704	Optional Base, OBG 4	262	SY	\$18.50	\$4,847.00
286-1	Turnouts	91	SY	\$28.00	\$2,548.00
334-1-12	Type SP Asphaltic Concrete	34	TN	\$137.00	\$4,658.00
400-1-2	Class I Concrete, Endwalls	54	CY	\$1,350.00	\$72,900.00
400-4-1	Class IV Concrete, Culverts	72.9	CY	\$1,450.00	\$105,705.00
415-1	Reinforcing Steel	1456	LB	\$1.52	\$2,213.12
425-1-571	Ditch Bottom Inlet, Type G, modified	1	EA	\$6,100.00	\$6,100.00
425-1-581	Ditch Bottom Inlet, Type H	1	EA	\$5,600.00	\$5,600.00
430-175-118	18" Storm Drain pipe	68	LF	\$24.00	\$1,632.00
430-175-124	24" Storm Drain pipe	60	LF	\$42.00	\$2,520.00
430-175-148	48" Storm Drain pipe	172	LF	\$65.00	\$11,180.00
430-175-248	57"x38" CMA pipe	240	LF	\$48.00	\$11,520.00
430-175-260	71"x47" CMA pipe	160	LF	\$88.00	\$14,080.00
430-982-125	Mitered End Section, 18" Storm Drain pipe	4	EA	\$1,350.00	\$5,400.00
430-982-129	Mitered End Section, 24" Storm Drain pipe	6	EA	\$1,450.00	\$8,700.00
430-982-141	Mitered End Section, 48" Storm Drain pipe	1	EA	\$2,250.00	\$2,250.00
524-1-1	Concrete Ditch Pavement, 3"	5062	SY	\$40.00	\$202,480.00
530-3-4	Riprap, rubble	800	TN	\$55.00	\$44,000.00
570-1-2	Performance Turf - sod	17000	SY	\$2.25	\$38,250.00
999-001	Wetland plants	3	AC	\$5,000.00	\$15,000.00
999-003	Water level measurement hardware	1	EA	\$1,000.00	\$1,000.00

**TOTAL CONSTRUCTION COST**

**\$1,650,962.27**

**COST FOR MITIGATION CREDITS (5.0 ACRES)**

**\$500,000.00**

Engineer's opinion of probable Construction Cost is made on the basis of Engineer's experience and qualifications; and represents Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

7/12/2017

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## OPINION OF PROBABLE CONSTRUCTION COST CANNON CREEK DRAINAGE - HOME DEPOT IMPROVEMENTS

### Jerial Edenfield Culvert Replacement

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
102-1	Maintenance of Traffic	1	LS	\$3,000	\$3,000
104 - 1 - 3	Sediment Barrier	60	LF	\$2.65	\$159.00
110 - 1	Clearing and Grubbing	1	LS	\$3,000.00	\$3,000.00
285-704	Optional Base Group, OBG 4	48	SY	\$18.50	\$888.00
334-1-12	Type SP Asphaltic Concrete	6	TN	\$137.00	\$822.00
430-175-124	24" CD pipe, round concrete	222	LF	\$42.00	\$9,324.00
430-982-129	Mitered End Sections, 24" CD, round concrete	6	EA	\$1,350.00	\$8,100.00
530-3-4	Riprap, rubble	10.7	TN	\$55.00	\$588.50
570-1-2	Performance Turf - sod	72	SY	\$2.45	\$176.40
710-90	Painted Pavement Markings	1	LS	\$1,000.00	\$1,000.00
<b>TOTAL</b>					<b>\$27,057.90</b>

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## OPINION OF PROBABLE CONSTRUCTION COST CANNON CREEK DRAINAGE - HOME DEPOT IMPROVEMENTS

SWMF #1

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
102-1	Maintenance of Traffic	1	LS	\$800.00	\$500.00
104 - 1 - 3	Sediment Barrier	1939	LF	\$2.65	\$5,138.35
110 - 1	Clearing and Grubbing	4.2	AC	\$4,500.00	\$18,900.00
104-15	Soil tracking prevention device	1	EA	\$1,200.00	\$1,200.00
120-1	Regular Excavation	28164	CY	\$3.50	\$98,574.00
286-1	Turnouts	91	SY	\$28.00	\$2,548.00
570-1-2	Performance Turf - sod	8573	SY	\$2.45	\$21,003.85
999-001	Wetland plants	2.18	AC	\$5,000.00	\$10,900.00
999-002	Water level measurement hardware	1	EA	\$1,000.00	\$1,000.00
<b>TOTAL</b>					<b>\$159,764.20</b>

Engineer's opinion of probable Construction Cost is made on the basis of Engineer's experience and qualifications; and represents Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

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**OPINION OF PROBABLE CONSTRUCTION COST  
CANNON CREEK DRAINAGE - HOME DEPOT IMPROVEMENTS**

SWMF #2

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
102-1	Maintenance of Traffic	1	LS	\$800.00	\$500.00
104 - 1 - 3	Sediment Barrier	3158	LF	\$2.65	\$8,368.70
110 - 1	Clearing and Grubbing	13.8	AC	\$4,500.00	\$62,100.00
104-15	Soil tracking prevention device	1	EA	\$1,200.00	\$1,200.00
120-1	Regular Excavation	49869	CY	\$3.50	\$174,541.50
286-1	Turnouts	91	SY	\$28.00	\$2,548.00
430-174-115	15" SD pipe, Optional Round	73	LF	\$26.00	\$1,898.00
430-174-124	24" SD pipe, Optional Round	46	LF	\$42.00	\$1,932.00
430-174-142	42" SD pipe, Optional Round	48	LF	\$54.00	\$2,592.00
430-984-123	Mitered End Section, 15" SD pipe	1	EA	\$1,250.00	\$1,250.00
430-984-129	Mitered End Section, 24" SD pipe	1	EA	\$1,350.00	\$1,350.00
430-984-140	Mitered End Section, 42" SD pipe	1	EA	\$1,450.00	\$1,450.00
530-3-4	Riprap, rubble	15.7	TN	\$55.00	\$863.50
570-1-2	Performance Turf - sod	17830	SY	\$2.45	\$43,683.50
999-001	Wetland plants	9.18	AC	\$5,000.00	\$45,900.00
999-002	6" Drainage well	1	LS	\$40,000.00	\$40,000.00
999-003	Water level measurement hardware	1	EA	\$1,000.00	\$1,000.00
<b>TOTAL CONSTRUCTION COST</b>					<b>\$391,177.20</b>
<b>COST FOR MITIGATION CREDITS (4.37 ACRES)</b>					<b>\$437,000.00</b>

Engineer's opinion of probable Construction Cost is made on the basis of Engineer's experience and qualifications; and represents Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

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## OPINION OF PROBABLE CONSTRUCTION COST CANNON CREEK DRAINAGE - HOME DEPOT IMPROVEMENTS

### Quail Ridge Improvements

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
102-1	Maintenance of Traffic	1	LS	\$3,000	\$3,000
104 - 1 - 3	Sediment Barrier	160	LF	\$2.65	\$424.00
110 - 1	Clearing and Grubbing	1	LS	\$3,000.00	\$3,000.00
285-704	Optional Base Group, OBG 4	80	SY	\$18.50	\$1,480.00
334-1-12	Type SP Asphaltic Concrete	8.8	TN	\$137.00	\$1,205.60
425-2-41	Manhole	2	EA	\$3,200.00	\$6,400.00
425-1-581	Inlets, Ditch Bottom, Type H	2	EA	\$5,900.00	\$11,800.00
430-175-136	36" CD pipe, round concrete	97	LF	\$52.00	\$5,044.00
430-175-148	38"x60" elliptical concrete pipe	531	LF	\$65.00	\$34,515.00
430-982-129	Mitered End Sections, 36" CD, round concrete	2	EA	\$1,400.00	\$2,800.00
430-982-141	Mitered End Sections, 38"x60" elliptical	2	EA	\$1,450.00	\$2,900.00
570-1-2	Performance Turf - sod	712	SY	\$2.45	\$1,744.40
710-90	Painted Pavement Markings	1	LS	\$1,000.00	\$1,000.00
<b>TOTAL</b>					<b>\$75,313.00</b>

Engineer's opinion of probable Construction Cost is made on the basis of Engineer's experience and qualifications; and represents Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

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## OPINION OF PROBABLE CONSTRUCTION COST CANNON CREEK DRAINAGE - HOME DEPOT IMPROVEMENTS

### Faith Road Culverts

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
102-1	Maintenance of Traffic	1	LS	\$3,000.00	\$3,000.00
104 - 1 - 3	Sediment Barrier	100	LF	\$2.65	\$265.00
110 - 1	Clearing and Grubbing	1	LS	\$3,000.00	\$3,000.00
285-704	Optional Base Group, OBG 4	56	SY	\$18.50	\$1,036.00
334-1-12	Type SP Asphaltic Concrete	6.2	TN	\$137.00	\$849.40
425-1-551	Ditch Bottom Inlet, Type E, <10'	2	EA	\$5,750.00	\$11,500.00
430-174-124	24" SD pipe, optional round	90	LF	\$42.00	\$3,780.00
430-175-130	36" CD pipe, round concrete	411	LF	\$52.00	\$21,372.00
430-982-138	Mitered End Sections, 36" CD, round concrete	6	EA	\$1,450.00	\$8,700.00
430-984-129	Mitered End Sections, 24" SD, optional round	4	EA	\$1,350.00	\$5,400.00
570-1-2	Performance Turf - sod	92	SY	\$2.45	\$225.40
710-90	Painted Pavement Markings	1	LS	\$1,000.00	\$1,000.00
<b>TOTAL</b>					<b>\$60,127.80</b>

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7/12/2017

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**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

**Today's Date:** July 26, 2017 **Meeting Date:** August 3, 2017

**Name:** Joel Foreman **Department:** County Attorney

**Division Manager's Signature:** 

**1. Nature and purpose of agenda item:**

**Resolution 2017R-23 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, APPROVING AND ADOPTING RULES AND POLICIES OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE**

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

**2. Fiscal impact on current budget.**

Is this a budgeted item?  N/A  
 Yes Account No. \_\_\_\_\_  
 No Please list the proposed budget amendment to fund this request

**Budget Amendment Number:** \_\_\_\_\_ **Fund:** \_\_\_\_\_

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_ **AMOUNT:** \_\_\_\_\_

**For Use of County Manger Only:**

Consent Item  Discussion Item



**RESOLUTION NUMBER 2017 R-23**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, APPROVING AND ADOPTING RULES AND POLICIES OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the adoption of rules and policies governing the operation of the Board of County Commissioners and the government of Columbia County is necessary to the orderly and efficient operation of the Board and government alike; and

**WHEREAS**, the Board of County Commissioners is authorized by section 2.8(4) of the Home Rule Charter for Columbia County, Florida, to “Adopt by a two-thirds vote of the entire Board of County Commissioners such rules of parliamentary procedures as shall be necessary for the orderly transaction of the business of the Board of County Commissioners”;

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

Section 1: The Recitals set forth above are incorporated herein by reference and such recitals are adopted as findings of fact.

Section 2: The Board hereby accepts, approves, and adopts the Rules and Policies of the Board of County Commissioners of Columbia County, Florida, as attached hereto as Exhibit “A”.

Section 3: This Resolution and the rules and policies adopted hereunder shall become effective upon execution hereof by the Chair of the Board of County Commissioners.

**PASSED AND DULY ADOPTED** by the Board of County Commissioners of Columbia County, Florida, this \_\_\_ day of \_\_\_\_\_, 2017.

BOARD OF COUNTY COMMISSIONERS  
COLUMBIA COUNTY, FLORIDA

\_\_\_\_\_  
RONALD WILLIAMS, Chairman

Approved as to form:

\_\_\_\_\_  
Joel F. Foreman  
County Attorney

ATTEST: \_\_\_\_\_  
P. DeWitt Cason  
Clerk of Courts

RULES AND POLICIES  
of the  
BOARD OF COUNTY COMMISSIONERS  
for  
COLUMBIA COUNTY, FLORIDA

ADOPTED \_\_\_\_\_, 2017

Adopted by Resolution 2017R-23

Requests for changes or revisions must be sent in writing  
to the County Manager for further consideration.

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## **CHAPTER 1: ORGANIZATION OF THE BOARD**

### **PART 1: STANDING RULES AND POLICIES**

#### **RULE 1.101 STANDING RULES**

After adoption, the Standing Rules and Policies shall be used at each meeting of the Board of County Commissioners.

#### **RULE 1.102 AMENDMENTS TO STANDING RULES**

Any Commissioner may propose amendments to the Standing Rules and Policies. A proposed change to the Standing Rules and Policies shall be submitted in writing to the County Manager and will be reviewed by the County Attorney for legal approval before placement before the Board for consideration. Amendments to the Standing Rules and Policies can only be made by a majority plus one of the full Board.

#### **RULE 1.103 SUSPENSION OF STANDING RULES**

A motion to temporarily suspend the Standing Rules and Policies may be made by any Commissioner. A suspension is a non-debatable motion. The Standing Rules and Policies may be suspended by a majority plus one of the Commissioners present. Once suspended, the rules remain suspended only for the limited time indicated in the motion which shall not extend beyond the meeting in which the motion is made for suspension.

#### **RULE 1.104 PURPOSE OF STANDING RULES**

These Rules and Policies are for the efficient operation of the Board and all subordinate boards and committees of the Board. Non-compliance as to any particular Rule or Rules shall not independently be grounds for the invalidation of any Board action. Where the context so indicates, these Rules and Policies shall apply not only to the Board, but to all employees and officers of the County who are within the authority of the Board of County Commissioners.

### **PART 2 REORGANIZATION OF THE BOARD OF COUNTY COMMISSIONERS**

#### **RULE 1.201 REORGANIZATION MEETING**

A special meeting will be called each December in accordance with section 2.7 of the County Charter to reorganize the Board of County Commissioners. The reorganization shall be called to order as a special meeting and shall take place prior to a regular meeting scheduled for the same day.

In an election year, newly elected Commissioners shall be sworn as required by the County Charter and shall participate fully in the reorganization of the Board.

#### **RULE 1.202 PURPOSE OF THE REORGANIZATION MEETING**

- A. Honor outgoing Board members.
- B. Election of Chair and Vice-Chair.
- C. Orientation for new Board members.

#### **RULE 1.203: RECOGNITION OF OUTGOING BOARD MEMBERS**

As adopted by Resolution 2017R-23



The previous Board members will be presented by the Chair with a token of appreciation from the Board.

**RULE 1.204: OATH OF OFFICE FOR NEWLY ELECTED COMMISSIONERS**

The newly elected Commissioners will receive the oath of office as required by the County Charter. They shall take an oath to support the Constitution of the United States, the Constitution of the State of Florida, the Home Rule Charter for Columbia County, Florida, and to truly and faithfully discharge the duties of their office to the best of their knowledge and ability.

**RULE 1.205: OFFICERS**

The elected officers of the Board of County Commissioners shall be a Chair and a Vice-Chair and shall assume office immediately upon election, and shall serve for a period of one (1) year unless otherwise designated by vote of the Board. Following an election, these officers shall be elected after the new Board has been seated.

**RULE 1.206: METHOD OF ELECTION OF OFFICERS**

The Chair and Vice-Chair shall be elected one at a time beginning with the Chair. The vote will be a voice vote for each office and the nomination serves as a motion. The nomination must be seconded. The different names shall be repeated by the outgoing or acting Chair as they are moved and seconded. The vote shall be taken after the Chair declares that nominations are closed and shall be taken on each nominee in the order in which they were nominated until one is elected by a majority.

**RULE 1.207: VICE-CHAIR**

The Vice-Chair shall assist the Chair in the expeditious conduct of the Board's business during meetings and shall act in the Chair's stead in the event of the Chair's absence for any reason. The Vice-Chair may execute orders, resolutions, or ordinances of the Board when serving in the capacity of Acting Chair.

**RULE 1.208: COMMISSION COMMITTEE OR BOARD APPOINTMENTS**

After the election of the Vice-Chair, each Commissioner shall submit to the Chair their requests for appointments to committees or boards. The Chair shall appoint members to committees or boards from the pool of Commissioners requesting appointment. In the event no request is made for appointment to any committee or board, the Chair may appoint him- or herself to fill that position or may appoint any Commissioner to that committee or board.

**RULE 1.209: COMMISSIONER LIAISONS**

- A. Commissioners may be appointed and removed by the Chair as Commissioner Liaisons to various boards, authorities, committees and councils that are not subordinate to, organized by, or created pursuant to an interlocal agreement with the Board of County Commissioners. In the event that a majority of the Board membership should desire that a different Commissioner serve as Commissioner Liaison to a particular board, authority, committee or council, the Board of County Commissioners may, upon the affirmative vote of three or more Board members, remove the current Commissioner Liaison and appoint a different Commissioner Liaison. The vote to remove and substitute the Commissioner Liaison shall be by a single motion.

- B. Duties of each Commissioner Liaison include, but are not limited to:
1. Reasonably attempt to attend each meeting of the board, authority, committee or council to which assigned as Liaison.
  2. Become knowledgeable with the procedures, authority and functions for the board, authority, committee or council to which assigned.
  3. Enhance and implement communication between the assigned board, authority, committee or council and the Board of County Commissioners.
- C. A Commissioner Liaison is not delegated to act on behalf of or in the place of the Board of County Commissioners in relation to an assigned board, authority, committee or council without specific and particular instructions by the Board. Therefore, a Commissioner Liaison shall not act as a member of, or give direction to, the assigned board, authority, committee or council without specific instructions from the Board of County Commissioners. This rule shall not be interpreted to restrict the right of any Commissioner Liaison to exercise his or her right of free speech by informing any board, authority, committee or council of the personal opinions or views of that Commissioner. In communicating with a board, authority, committee or council, each Commissioner shall clearly state whether he or she is acting pursuant to a specific instruction from the Board of County Commissioners or is speaking in an individual capacity without authorization from the Board of County Commissioners to influence, bind or direct such board, authority, committee or council.

**RULE 1.210: COMMISSIONER’S DUTY TO SUPPORT BOARD POSITION**

Where a Commissioner is assigned to a board, authority, committee, or council, as a member, as required by statute, ordinance, interlocal agreement, or resolution (for example, the Tourism Development Council), the Commissioner shall participate on that body as required. As an appointed member to a board, authority, committee, or council, a Commissioner will, as a representative of the Board of County Commissioners, in good faith support the official positions of the Board of County Commissioners, if any, on a particular matter. Where the Board has not taken a specific position on a particular matter, the appointed Commissioner will consider the Board’s related adopted goals and objectives as a guideline for decisions and shall act accordingly. If appointed to a board, authority, committee, or council that is an advisory body to the Board of County Commissioners, a Commissioner while sitting as a member of the Board of County Commissioners is not restricted to voting the same way as the Commissioner had voted on the advisory board.

**RULE 1.211 REPLACEMENT OF CHAIR AND VICE-CHAIR**

The Chair and Vice-Chair serve at the pleasure of the majority of the Board of County Commissioners and may be removed and replaced at the pleasure of a majority of the full membership of the Board.

**RULE 1.212 PARLIAMENTARIAN**

The County Attorney shall serve as Parliamentarian to the Board and shall rule on questions of parliamentary procedure when requested by any member of the Board. The Parliamentarian shall assist the Chair or Vice-Chair in conducting orderly meetings for the efficient completion of the

Board's business.

### **PART 3 CHAIR OF THE BOARD OF COUNTY COMMISSIONERS**

#### **RULE 1.301 DUTIES OF THE CHAIR**

As the presiding officer of the Board, the Chair shall:

- A. Take the Chair at every meeting precisely at the time for the meeting to begin, immediately call the Board to order, call the roll on the appearance of a quorum, and proceed to the business of the Board.
- B. Sign all ordinances enacted and resolutions adopted by the Board.
- C. Appoint all committees of the Board, and designate the Chair and Vice-Chair thereof, unless otherwise ordered by the Board.
- D. Review the placement of items on the Regular Agenda, and order the removal of items from the Consent Agenda to the Regular Agenda.
- E. Exercise the powers granted by these Rules and Policies to the Chair or to the presiding officer.
- F. Present or designate another Commissioner to present all awards, resolutions and honors presented on behalf of the Board.
- G. Approve travel expenditures for all Commissioners, except the Chair. The Vice-Chair or County Manager shall approve the travel expenses of the Chair.
- H. Perform such other duties as the Board may direct.

#### **RULE 1.302 GENERAL AUTHORITY OF CHAIR**

In addition to his/her duties and powers as the presiding officer of the Board, the Chair shall be responsible for the proper execution of these Rules and Policies, the orders of the Board and the ordinances of the County pertaining to the Board.

The Chair, through the County Manager, shall have general control of the Board chamber and committee rooms assigned to the use of the Board.

#### **RULE 1.303 DUTIES OF VICE-CHAIR**

The Vice-Chair shall, in the temporary absence, disability, or conflict of the Chair, preside at all meetings of the Board and exercise such administrative powers vested in the Chair. The Chair shall exercise such administrative powers vested in the Chair as the Chair may delegate. At all times the Vice-Chair shall advise and assist the Chair in the business of the Board and shall perform such other Board duties as he or she may be assigned by the Chair. Should the Vice-Chair be absent or have a conflict, the Chair will appoint a temporary Vice-Chair.

#### **RULE 1.304 VACANCIES**

- A. Chair: Whenever the Chair is unable to perform the duties of that office (i.e. death, resignation, removal from office, permanently disabled) the Vice-Chair shall become the Chair until a successor is elected by the Board.
- B. Vice-Chair: Whenever the Vice-Chair is unable to perform the duties of that office (i.e. death, resignation, removal from office, permanently disabled) the Chair shall appoint a temporary Vice-Chair to serve until the entire Board can elect a replacement. When the Board elects a new Vice-Chair of the Board, he or she shall serve for the remainder of the unexpired Vice-Chair term and until a successor is elected.
- C. Terms of Appointments: For the purpose of allowing the Chair elected or elevated permanently to that office during a regular term to carry out his or her duties and responsibilities under these Rules and Policies, the term of all of the previous Chair's appointments to the committees or boards of the Board shall be deemed to have ended upon the election or elevation of the new Chair.

#### **PART 4 COMMISSIONER AS MEMBER OF THE BOARD**

##### **RULE 1.401 COMMISSIONER TO VOTE**

Florida Statutes, Sections 112.311 through 112.326 sets forth a code of ethics for public officers and employees. Florida Statutes, Section 112.3143(3) (a) addresses voting conflicts pertaining to County Commissioners. Florida Statute 286.012 provides that a County Commissioner may not abstain from voting unless there is, or appears to be, a possible conflict of interest under Florida Statutes Chapter 112.311, 112.313 or 112.3143 and then, in such instances, the Commissioner must comply with the disclosure requirements of Chapter 112.3143 which requires that prior to the vote being taken the Commissioner shall publicly state to the assembly the nature of his or her interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his/her interest as a public record in a memorandum filed with the clerk for the Board, who shall incorporate the memorandum in the minutes.

##### **RULE 1.402 COMMISSIONER SUBJECT TO STANDARDS OF CONDUCT**

Each Commissioner is subject to the standards of conduct set out in Part III, Chapter 112, Florida Statutes. By personal example and by admonition to colleagues whose behavior may threaten the honor of the Board, each Commissioner shall watchfully guard the responsibility of office. Commissioners should comply with Federal and State standards of conduct and the standards set forth in Chapter 5 of these rules and policies. Each Commissioner will attend and receive annual ethics training as required by Section 112.3142, Florida Statutes.

##### **RULE 1.403 USE OF OFFICES AND COMMISSIONER COMMUNICATION**

Each Commissioner shall have access to the Board of County Commissioners' administrative offices, shall be provided with an official box for incoming hardcopy correspondence, and shall be provided with an email address and account for conducting county business. The County Manager is responsible for staffing and establishing procedures for the management of the administrative offices and each Commissioner shall observe and follow the County Manager's procedures when making use of the administrative offices. No visitor, guest, or other invitee shall be left

unsupervised in the administrative offices or any other area of any county building not designated for public use or access.

#### **RULE 1.404 CORRESPONDENCE AND OTHER COMMUNICATION**

All formal correspondence by a Commissioner in an official capacity shall be prepared on official Board letterhead. Official correspondence will not be prepared on unofficial letterhead or on plain paper, and official Commission letterhead shall not be used for the personal correspondence of any Commissioner. All authorized communications by a Commissioner in an official capacity shall be paid for by the Board as funds allow. Nothing in this rule prevents the use of email for informal correspondence. All correspondence shall be made and retained in compliance with public records laws. With Board approval, a Commissioner may use the official County seal on individual letterhead for official business. Such letterhead shall be printed at the expense of the individual Commissioner. Individual members of the Board of County Commissioners may request assistance from the County Manager to disseminate information relating to the Board's Goals and Objectives, the operation of County business, or the implementation of County policies. Distributed information must be informational in nature, factual, and not contrary or detrimental to the Board's official position on a matter. Communications made on behalf of the Board shall be non-political, shall refrain from uncivil references to the personalities or opinions of any individual, and must represent the best interests of the County as a whole. All information disseminated on behalf of the Board, or an individual Commissioner, will be distributed subsequent to review and approval of the County Manager or his or her designee to ensure compliance with these Rules and consistency with the publicly stated and approved positions of the Board.

#### **RULE 1.405 TRAVEL EXPENSES**

- A. Board members shall be allowed reimbursement for travel expenses related to official County Commission business only and shall be subject to the same travel policies and regulations that are utilized by all County employees pursuant to the Administrative Code.
- B. Use of County vehicles by Board members is not authorized. Nothing in this rule prevents a Commissioner from travelling as a passenger in a County vehicle on official business, as reasonably determined by the County Manager.
- C. In-county travel expenses incurred by Board members will not be reimbursed by the County.
- D. Members of the Board of County Commissioners are authorized to use a rental car for out-of-county travel in accordance with the County's travel policies.
- E. No payments will be made by the County for rental vehicles for trips of less than one hundred shortest distance travel (100) miles (one way) from point of departure to point of destination.
- F. Unless otherwise indicated in the Rules and Policies, the County's Travel Procedures will be followed.
- G. Travel expenses pertaining to the County Manager shall be submitted to the Chair for approval.

### **PART 5 COUNTY MANAGER**

#### **RULE 1.501 COUNTY MANAGER'S ROLE**

As adopted by Resolution 2017R-23

- A. The County Manager is the Administrative Head of the Board of County Commissioners and is responsible for the administration of all departments of County Government which the Board has authority to control pursuant to the County Charter, County ordinance, the General Laws of Florida and other applicable legislation. Other than budgetary controls, neither the County Manager nor the Board of County Commissioners have authority to direct the office of the County Attorney.
- B. The County Manager shall perform such other duties as may be required by the Board.
- C. The County Manager shall be appointed by a majority of the membership of the Board of County Commissioners. The County Manager may be terminated only in the manner set forth by the County Charter, the County Manager's contract, and Florida Law.

**RULE 1.502 DIRECTIVES AND POLICIES OF THE BOARD**

The County Manager is to administer and carry out the directives and policies of the Board of County Commissioners and enforce all orders, resolutions, ordinances and regulations of the Board to assure that they are faithfully executed.

**RULE 1.503 REPORTING TO THE BOARD**

The County Manager is to report to the Board on action taken pursuant to any Board directive or policy within the time set by the Board and provide an annual report to the Board on the state of the County, the work of the previous year and any recommendations as to action or programs the County Manager deems necessary for the improvement of the County and the welfare of its residents.

**RULE 1.504 INFORMATION TO BOARD OR COMMISSIONERS**

The County Manager is to provide the Board, upon request, with data or information concerning County government and provide advice and recommendations on County government operations to the Board.

**RULE 1.505 BOARD MEETINGS**

The County Manager is to attend all meetings of the Board with authority to participate in the discussion of any matter and to make recommendations to the Board.

**RULE 1.506 AGENDA**

The County Manager is to prepare an agenda for all Board meetings and workshops in accordance with Board instructions.

**RULE 1.507 COUNTY OFFICERS**

The County Manager is to cooperate with other County Officers in the performance of their duties.

**RULE 1.508 CITIZENS COMPLAINT SYSTEM**

The County Manager is to maintain a citizen complaint system to help prevent and address possible deficiencies within Board departments, offices, and activities.

**RULE 1.509 BUDGETARY RESPONSIBILITIES TO BOARD**

The County Manager has the following budgetary responsibilities:

- A. Prepare and submit to the Board for its consideration and adoption an annual operating

- budget, a capital budget, and a capital program.
- B. Establish the schedules and procedures to be followed by all County departments, offices and agencies in connection with the Board budget and supervise and administer all phases of the Board budgetary process.
  - C. Prepare and submit to the Board after the end of each fiscal year a complete report on the finances and administrative activities of the County for the preceding year and submit recommendations.

#### **RULE 1.510 BOARD OWNED PROPERTY**

The County Manager is to supervise the care and custody of all property that is under the control or ownership of the Board.

#### **RULE 1.511 NEGOTIATE FOR BOARD**

The County Manager is to negotiate leases, contracts and other agreements, including consultant services, for the Board, subject to approval of the Board, and make recommendations concerning the nature and location of Board funded improvements.

The County Manager is to see that all terms and conditions in all Board leases, contracts and agreements are performed and notify the Board of any noted violation thereof.

#### **RULE 1.512 BOARD PROJECTS**

The County Manager is to propose a project priority list, revised semi-annually, for confirmation or revision by the Board, and prepare and submit quarterly status reports on each project.

#### **RULE 1.513 BOARD PERSONNEL**

The County Manager has the following responsibilities regarding Board personnel:

- A. Recommend to the Board a current position classification and pay plan for all positions under the Board.
- B. Select, employ and supervise all non-legal personnel and fill all non-legal vacancies and positions of employment under the jurisdiction of the Board. The employment of all department directors shall require confirmation by the Board. As used in this Policy, the term "non-legal" shall refer to County personnel or functions that are not part of the Office of the County Attorney.
- C. Suspend, discharge or remove any non-legal employee under the jurisdiction of the Board pursuant to procedures adopted by the Board.
- D. Order, and promptly advise the Board thereof, any department or agency under the County Manager's jurisdiction to undertake any task for any other department or agency on a temporary basis when the County Manager deems it necessary for the proper and efficient administration of the County government to do so.

#### **RULE 1.514 ADMINISTRATIVE POLICY**

The County Manager is to organize the work of the departments and offices (other than the legal department) that are under the jurisdiction of the Board, subject to an administrative policy developed by the County Manager and adopted by the Board, and review the departments, administration and operation thereof and make recommendations pertaining thereto for reorganization by the Board.

## **PART 6 COMMISSIONERS' RELATIONSHIP TO EMPLOYEES**

### **RULE 1.601 THROUGH COUNTY MANAGER**

Board instruction or directives to non-legal employees of County government under the jurisdiction and control of the Board of County Commissioners shall be issued only through the County Manager. A County Commissioner shall not give orders or instructions, publicly or privately, to any County official or employee who is subject to the direction and supervision of the County Manager. However, interaction, communication and observance will be permitted so long as no direction is given. Violation of this part shall constitute a violation of the Board's ethics policies set forth herein and may be investigated accordingly. If a majority of the Board of County Commissioners finds that a County Commissioner has violated this section, the Board may declare the violation an act of misfeasance.

### **RULE 1.602 STAFF OBLIGATION TO REPORT TO SUPERVISOR**

In the event any County employee receives or believes he or she has received direction from any Commissioner other than a policy directive of the Board, the employee shall immediately report that interaction to his or her supervisor. If, in the judgment of the supervisor, a direct instruction was given, the supervisor shall report the interaction to the County Attorney. The supervisor may, if otherwise consistent with the employee's job duties, direct the employee to fulfill the Commissioner's directive without committing a violation of this part.

### **RULE 1.602 NO PERSONAL ERRANDS**

No Commissioner shall ask staff to conduct any personal or business errands for them.

### **RULE 1.603 POLITICAL ACTIVITY**

While on duty, while inside any County facility, while dressed in attire identifying him or her as a County employee, or while operating or riding in any County vehicle, neither the County Manager nor any member of the County staff shall engage in any political activity involving candidates for Columbia County elective office other than casting his or her ballot. This section shall not be construed to limit the political expression of County employees outside of the reasonable limited conditions set forth herein.

## **CHAPTER 2: COMMITTEES**

### **PART 1 SPECIAL COMMITTEES OF THE BOARD**

#### **RULE 2.101 SPECIAL COMMITTEES DEFINED**

A Special Committee is an *ad hoc* committee appointed or created by the Board of County Commissioners to give particular and exclusive attention to a single subject matter because of its technical nature or because its importance to the County requires concentrated study. Unless otherwise directed by the Chair or the Board, a Special Committee shall have a specified period of time within which to study the matter and make its recommendations to the Board. Board of County Commissioner members may be appointed to a Special Committee, but participation must be limited to less than a majority of the Board.



## **RULE 2.102 MEETINGS**

Special Committees shall meet at such times and places as may be necessary to conduct their business. If a majority of the Special Committee determines that meetings of the Special Committee should be regular meetings, then the Chair of the committee shall set a schedule of meetings which shall be noticed to the public as provided herein. Otherwise, notice of meetings of Special Committees shall be provided from time to time as required by law. Notices of Special Committee meetings and agendas with backup materials, if any, shall be available on the County website according to the County Charter.

## **RULE 2.103 ATTENDANCE AND VOTING**

- A. Attendance. It shall be the responsibility of each Commissioner to attend the regular or special meetings of each Special Committee to which he or she is appointed. Commissioners may attend meetings of any committee of which he or she is not a member and offer comments and observations, but may not participate in the committee debate on the matter nor vote on any question and must observe Sunshine Laws at all times.
- B. Voting or Consensus. No member of a Special Committee shall be allowed under any circumstances to vote by proxy. Each present member of a committee shall vote as provided in Rule 1.401. The Chair may ask for consensus on any issue. Hearing no opposition from the Vice-Chair, it shall be reported to the Board as a consensus of the committee.

## **RULE 2.104 CONSIDERATION OF REFERRED MATTERS**

All Special Committees shall report on every subject referred to them, and shall dispatch as expeditiously as reasonably possible and proper the public business assigned to them. It shall be the duty of the committee Chair to ensure that the committee's business is promptly and properly considered.

## **RULE 2.105 POWERS OF SPECIAL COMMITTEES**

A Special Committee shall have and may exercise the following powers in carrying out the duties assigned to it by these Board Rules and Policies or by the Board or by the Chair of the Board:

- A. By its Chair or Vice-Chair in his or her absence, to request attendance from staff or the County Attorney through the Board of County Commissioners, when needed at meetings.
- B. A Special Committee, by unanimous consent, may request through the Board of County Commissioners that the County Attorney draft a resolution. The resolution must relate to items which are under the purview of that Committee. Resolutions will stay in committee until the committee approves the final committee draft. Upon approval of final committee draft it shall be sent to the Board Chair to be placed on the agenda.

The resolution shall be referred to as a "Draft Resolution of \_\_\_\_\_ Committee" until adopted by the Board of County Commissioners.

- C. A committee may not direct the County Attorney to draft ordinances. The committee Chair may request the Board of County Commissioners to support a committee request for the County Attorney's office to prepare or review an ordinance. The County Attorney will prepare or review an ordinance as approved by a majority vote of the Board of County Commissioners (refer to Rules 3.102 and 3.103).

### **RULE 2.106 RULES IN SPECIAL COMMITTEES**

Unless otherwise provided for, all Special Committees shall follow the following procedural rules:

- A. A quorum of a committee shall be a majority of its regular members.
- B. After the committee has fully considered an issue, it may be referred to the full Board with one of the following:
  - 1. Recommendation for approval (must come from the full committee membership).
  - 2. Recommendation for denial (must come from the full committee membership).
  - 3. A split decision.
  - 4. No recommendation (not considered).
- C. Voting or consensus in all committees shall be by voice vote, but upon the request of any member of the committee, the vote shall be taken by roll call.
- D. Any committee intending to conduct a public hearing at a special meeting, as defined in Rule 3.206, shall give each member of the committee not less than three (3) days written notice of such hearing, which notice shall include a statement of the subject matter of the public hearing, and it may include the phrase "and all other matters that may come before the committee."
- E. The rules of the Board shall govern proceedings in committee, except as otherwise provided by Rule.

### **RULE 2.107 SPECIAL COMMITTEE MINUTES**

- A. The proceedings of every Special Committee shall be electronically recorded, and unless excused by the committee Chair, the Clerk of Court's designee shall be in attendance to take notes, care for the committee and legislative files being used by the committee, assist in the preparation of committee reports and perform other duties as instructed by the Chair. Written minutes of the proceedings are required and shall be prepared in the standard format used by the Clerk for the Board. Memorandum minutes only will be prepared by the Clerk's designee.
- B. Copies of committee minutes may be obtained through the Clerk of Court's Office.

## **PART 2 BOARD-APPOINTED BOARDS, COMMITTEES, COMMISSIONS, AND AUTHORITIES**

### **RULE 2.201 MEMBERSHIP**

- A. Appointment. Members of boards, committees, commissions and authorities shall be appointed by the Board of County Commissioners except where otherwise expressly provided for. A member will be considered to have full voting rights and privileges when all required paperwork including, where applicable, the member's Financial Disclosure is completed and filed with the appropriate office.
- B. Qualifications. Applicants must be residents of Columbia County, Florida, unless otherwise approved by the Board of County Commissioners, and meet any other requirements set forth by the Board for a particular appointment.
- C. Compensation. No member of any appointed board or committee shall receive compensation for services as such, except as otherwise provided herein, or be entitled to pension or other retirement benefits on account of such service. Appointees shall not utilize their position to solicit or conduct private business at any time during the meeting or recess,

while on County property or while conducting County business. However, certain boards may find it necessary to travel. If so, they may receive their actual or necessary expenses incurred in the performance of their duties of office, including travel reimbursement or stipend in accordance with Section 125.9404, Florida Statutes, as approved by the Board of County Commissioners and as budgeted each fiscal year.

- D. Term Expiration. Letters notifying members of impending term expiration will be at a minimum mailed two times a year - in January and July - for expiration dates occurring in the first and last six months of the year, respectively.
- E. Correspondence. All official correspondence to appointees shall be signed by the initiating County Commissioner or staff, and all Commission members shall be copied on the same.

#### **RULE 2.202 ATTENDANCE, ALTERNATES AND VACANCIES**

- A. Attendance.
  - 1. If any appointed member of a board or committee fails to attend three (3) consecutive regularly scheduled meetings or five (5) of twelve (12) regular or special meetings or workshops, the board or committee shall declare the member's office vacant and the vacancy shall be filled as provided herein, unless otherwise provided by law. Staff shall maintain a record of absences and enforce the attendance policy.
  - 2. For those boards or committees that meet twice a month on a regular basis, the attendance threshold shall be six (6) consecutive regularly scheduled meetings or ten (10) of twenty-four (24) regular or special meetings or workshops. Staff shall maintain a record of absences and enforce the attendance policy.
  - 3. The above attendance requirement notwithstanding, the Board of County Commissioners may take action to allow an appointee to continue to serve in office upon a showing of good cause and exceptional circumstances. If a member is interested in invoking this policy, the member should address a letter to the County Commission Chair, copied to the Board's County Commission Liaison (if applicable) and staff support, stating such intentions. The matter will then be brought to the full County Commission for action. The Board may appoint an interim member as circumstances dictate.
  - 4. It is the responsibility of the appointee to notify appropriate staff support no later than seven (7) days in advance of a planned absence, or as soon as possible in the event of an unexpected absence.

#### **RULE 2.203 LIMITATIONS OF TERMS OF SERVICE**

- A. Unless otherwise provided for in the creating legislation of a particular board or committee or otherwise specified by law, appointments shall be for a term of two (2) years.
- B. A member seeking reappointment to a board or committee must submit a letter of interest and be considered as any other applicant. A record of attendance will be considered as part of the applicant process for reappointment.
- C. Any member appointed to a board or committee for two (2) consecutive terms shall not be eligible for the next succeeding term, unless otherwise stated in legislation regarding a particular board or committee.
- D. In the event that a member is appointed to complete an unexpired term two (2) years or less in length, that member is eligible to serve an additional two (2) full terms.
- E. All members serve at the pleasure of the Board of County Commissioners and may be

- removed at any time without cause, or as provided by law.
- F. The State's prohibition on dual office holding is expressly recognized. Additionally, no one may serve on more than one board or committee at the same time, unless at the specific direction of the Board of County Commissioners. Upon appointment of a current member to a second committee for dual service, the County Commission shall have a specific, stated reason for this action clearly stated in all pertinent motions. An applicant seeking dual status must be in good standing, as attested to by the County Commission liaison of the affected board or committee.
  - G. Any member of a board or committee may apply for service on another board or committee if he or she first resigns from the current board or committee on which he or she serves, unless applying for dual status. If a member is granted dual status and appointed to a second board or committee, then resigns the position on the original board or committee, it will count as an automatic resignation and removal from both boards or committees.
  - H. Periodically, situations require that membership on boards or committees be staggered to maintain a continuous presence of a majority of experienced members at any one time. Term limits, with regard to staggering, shall be addressed in the following manner:
    - 1. A member appointed to an initial, staggered term less than two (2) years in length will be eligible for an additional two (2) full two (2) year consecutive terms at the conclusion of the initial, staggered term.
    - 2. A member appointed to an initial, staggered term two (2) years or more in length is eligible for only one (1) additional two (2) year term after the initial staggered term is complete.

#### **RULE 2.204 APPLICATION TO SERVE**

- A. Application. Anyone wishing to serve on a board or committee must submit a completed application, which may be obtained from County Administration. No one will be considered for appointment without a completed application on file.
- B. Vacancy Notification. Vacancies will be posted and advertised as necessary.
- C. Disclosure. Certain appointees may be required to complete disclosure forms as required by State law. County Administration will maintain a list of those boards or committee to which this requirement pertains and appointees shall timely complete disclosures or be subject to removal.
- D. Inactive Applications. Applications on file for six (6) months without activity will be deemed inactive. Prior to being purged, applicants will be notified to determine whether the application will remain active for a second six (6) months. At no time will an application remain active longer than one (1) year.
- E. Reappointment. See Rule 2.203 B.

#### **RULE 2.205 PROCEDURES, OFFICERS, RULES**

- A. Meeting Schedule. Unless otherwise provided for, each board or committee shall hold regular meetings, and may meet more frequently if needed as provided in its rules. In no event shall any board or committee meet less than once per year.
- B. Quorum. A majority of the membership of a board or committee shall constitute a quorum for the purpose of meetings and transacting business.
- C. Officers. Each board or committee shall elect a Chair and a Vice-Chair, each of whom shall serve for one (1) year and until a successor is chosen, unless otherwise provided for, with

- respect to a particular board or committee.
- D. Minutes. Written minutes will be taken and maintained. Copies of minutes will be made available as provided by law.
  - E. Rules. Each board or committee may adopt, amend, and repeal rules for its further organization, not inconsistent with these Rules. Initial rules and rule changes shall be approved by the Board of County Commissioners on the Consent Agenda. Each board or committee shall allow public comment consistent with Rule 4.704 herein.
  - F. New Committees. All new boards or committees, ad hoc or regular, shall, as a group, receive training regarding the Sunshine Law, public record laws, ethics laws, and County Commission policies relating to standards of conduct. Training will be provided by the County Attorney's office at the new board or committee's organizational meeting and anytime thereafter as necessary.
  - G. Staff and Administrative Support. A County employee shall be appointed by the County Manager to serve as Staff Support for each board or committee appointed by the Board of County Commissioners. The Staff Support will be assigned to monitor activities, serve as liaison and promote communication. Each such board or committee and Staff Support shall be assigned to a County Department for administrative support and oversight. Each such board or committee which requires staff support of the County shall address such request to the board or committee Staff Support appointed for that particular board or committee. If such Support is not available to timely address a particular need of a board or committee, the request may be addressed to the County Manager. This provision shall not be interpreted as restricting any board or committee member from making an individual public records request to any County agency, although such individual shall have individual responsibility for the cost of such request. Board or committee use of County equipment and services (i.e., postage, copies, research, minutes, business cards) is allowed as needed and approved by County Administration.
  - H. Legal Assistance. Legal advice to any board or committee will be provided by the County Attorney's office as reasonably requested, and approved by the Board of County Commissioners.
  - I. Specific Findings. All orders or recommendations of a board or committee shall give specific findings and reasoning for any decision or recommendation.
  - J. Presence During an Appeal. If a decision is appealed before the Board of County Commissioners, a member of the board or committee designated by the board or committee chair will be present at such hearing. The board or committee chair may appoint him- or herself to be present at hearing.

#### **RULE 2.206 REQUIREMENTS OF BOARDS OR COMMITTEES**

- A. Annual Reports. Each board or committee must submit an Annual Report to the County Manager by April 1st of each year indicating its activities and accomplishments for the previous calendar year. The report should include projections for the current calendar year and any other relevant information, such as budgetary requests.
- B. Boards Subject to Certain Laws. Each board and committee is subject to applicable Florida law, including but not limited to the provisions of Chapters 112, 119 and 286, Florida Statutes (regarding Public Officers & Employees, Public Records and Government in the Sunshine, respectively). Each prospective member of a board or committee shall be provided with a copy or summary of Chapters 112, 119 and 286, Florida Statutes. The rules

of each board or committee shall have County staff as custodian of the records of the board or committee, who shall be responsible for the records' safekeeping on County property and administration, according to Chapter 119, Florida Statutes. County employees may not serve as voting members on any County Board or Committee. For the purpose of this paragraph, County Commissioners shall not be considered County employees.

- C. Employee Harassment Policy. Columbia County expressly prohibits any form of unlawful employee harassment based on race, color, religion, sex, national origin, age, disability, Veteran status or status in any group protected by state or local law. Improper interference with the ability of Columbia County employees to perform their expected job duties is not tolerated. board or committee members shall comply with this policy in their interactions with County employees.
- D. Rules of Decorum and Civility. Each board or committee and members thereof shall comply with Part 4 Rules of Decorum and Civility. Board or committee members are encouraged to make constructive comments and policy recommendations to the Board of County Commissioners but shall avoid disrespectful commentary of any kind.

#### **RULE 2.207 PRECEDENCE**

Where Florida law or County ordinance or regulation sets forth criteria (for example: terms of office) for any particular board or committee, that regulation shall prevail when in conflict with these Rules and Policies.

### **CHAPTER 3 LEGISLATION**

#### **PART 1 GENERAL RULES**

##### **RULE 3.101 PRINCIPLE FUNCTION**

As provided by the County Charter, the Board of County Commissioners represents the legislative body of Columbia County's government, and all proposed legislation governing the County must flow through or emanate from the Board. These rules shall govern the process whereby Commissioners, County Staff, the County Attorney, or the citizens of Columbia County shall place all legislation before their elected Commissioners to ensure a fair and level process for the impartial and open consideration of legislation to serve the best interests of Columbia County.

##### **RULE 3.102 MANNER OF LEGISLATION**

The Board shall take official action only by means of ordinances, resolutions, or motions. For the purposes of these Rules:

- A. "Ordinance" means an official legislative action of the Board, which action is a regulation of a general and permanent nature and enforceable as a local law.
- B. "Resolution" means an expression of the Board concerning matters of County business, an expression of temporary, advisory or exhortative character or a provision for the disposition of a particular item of the business of the Board.
- C. "Motion" means a proposal that certain action shall be taken or shall not be taken or a certain view be expressed.

##### **RULE 3.103 PREPARATION OF LEGISLATION**

As adopted by Resolution 2017R-23

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Legislation consisting of ordinances will typically be prepared by the County Attorney upon an affirmative consensus by a majority of the Board. Any ordinance not prepared by the County Attorney's Office shall be reviewed by the County Attorney and shall meet with the County Attorney's approval as to form before such ordinance may be scheduled for public hearing. The Board shall not cast a vote on any ordinance that has not been approved as to form by the County Attorney.

#### **RULE 3.104 INTRODUCTION OF LEGISLATION**

There shall be a reasonable limitation on subject and matter embraced in ordinances, amendments, or enacting clauses. Every ordinance shall embrace but one subject and matter properly connected therewith, and the subject shall be briefly expressed in the title. No ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended section, subsection or paragraph of a subsection, such that the amendment may be reasonably understood in context. Ordinances bearing the approval of the County Attorney as to their form shall be presented to the Board as follows:

- A. Upon request for an adoption hearing, which hearing shall not occur during the same meeting in which it is requested.
- B. At the adoption hearing.

#### **RULE 3.105 WITHDRAWAL OF LEGISLATION**

Any legislation may be withdrawn by the introducer at any time before amendment or before putting the question to a vote, with the consent of a majority of the Board present. Once legislation has been amended by the Board it may not be withdrawn and shall be put to a vote to adopt or reject the proposed legislation.

#### **RULE 3.106 POLICY CHANGES TO REQUIRE WORKSHOP**

Items related to policy changes shall not be introduced for placement on an agenda prior to completion of a full staff review and Commission workshop. Any Commissioner seeking to change any policy of the Board shall request that a workshop on the policy be set and completed. Any other party wishing to suggest changes to Board policy shall submit their request in writing to the County Manager who may, in his discretion, request the Board set a workshop to discuss changes to that policy.

### **PART 2 PUBLICATION, PUBLIC HEARING**

#### **RULE 3.201 MATTERS TO BE PUBLISHED**

- A. Matters required to be published by County Staff: Ordinances of the Board shall be published as required by general law. Matters relating to land use or zoning shall be published as required by the applicable statutes to the proceedings coming before the Board. The titles of all proposed Ordinances shall be published other than emergency ordinances.
- B. Matters required to be published by Applicants: Unless otherwise provided as part of an application process, where a matter requires publication of a notice by an applicant before the Board for matters such as road closings, the applicant shall incur the costs associated with publication directly and shall produce proof of publication before placement on any agenda.

- C. Matters which may be published: Any other matter may be published at the direction of the Chair, the Board or any committee with respect to its business.

### **RULE 3.202 TIMES FOR PUBLICATION**

Publication shall be made as soon as possible after a hearing date is established. Where applicable, notices required to be published by law shall be published within the statutory periods prescribed for their publication. Discretionary matters shall be published as directed.

### **RULE 3.203 MANNER OF PUBLICATION**

Official advertisements and notices shall be submitted to County Administration to be published for the prescribed periods of time in a newspaper which meets the requirements of Sections 50.011 and 50.031, F.S., for publication of legal and official advertisements. Unless otherwise prescribed by law or directed by the Chair, Board or committee, official advertisements or notices shall be published once only and, wherever possible, matters to be published concerning the same ordinance or resolution shall be published in a single advertisement or notice. Publication shall be posted in addition to publication in a newspaper. All matters published shall also be published to the County website at or before the time of publication in a newspaper.

### **RULE 3.204 PROOF OF PUBLICATION**

Proof of publication shall be obtained and shall be filed in the Clerk of Court's files with the minutes of the meeting at which the Public Hearing occurs.

### **RULE 3.205 PUBLIC HEARINGS: BOARD OF COUNTY COMMISSIONERS**

- A. Public Hearing Defined. A public hearing is a specified portion of a meeting of the Board in which the privilege of the floor is granted to the general public and members thereof may address the Board on the subject for which the public hearing is called. A public hearing is designed to elicit comments and observations from the general public and to afford the members of the general public an opportunity to speak directly to the full Board.
- B. When Held. Although the Board has need of the comments and observations of the members of the general public, the business of the Board requires that public hearings by the full Board be held to the minimum number. Consequently, except for public hearings required by law, a public hearing by the full Board will be scheduled only by order of the Chair or by the affirmative vote of a majority of a quorum of the Commissioners.
- C. Conduct of Public Hearings. When the Board of County Commissioners holds a public hearing on proposed legislation, the Chair shall announce that the time for the public hearing has arrived and declare the same open to the general public. Rules for each speaker will follow rules for public comment as specified in Rule 4.704. At any time during the public hearing, the Commissioners may question any speaker concerning the speaker's remarks, and they may recall any speaker for clarification of his or her previous remarks or for additional remarks. When all members of the general public who wish to speak have done so and the Board has finished their questions of the speakers, the Chair shall declare the public hearing to be closed. No further remarks shall be heard from the general public. Once the public hearing is closed, a motion may be made and voted upon in accordance with all procedures contained herein
- D. The Commissioners may question a speaker only to elicit information, comments or opinions and shall not debate the merits of the legislation, either with a speaker or among



- themselves, during the part of the hearing open for public input.
- E. Public Hearings without Legislation. The Board may schedule a public hearing on any matter when there is no legislation concerning such matter pending before the Board, in order to determine the need for possible legislation and to gather information to be used in drafting such legislation.
  - F. Recess. Public hearings may be recessed by order of the Chair or by a majority of the Commissioners present to a time certain.
  - G. Continuances of Agenda Items. The Board shall consider requested continuances be set for a time certain at subsequent regularly scheduled meetings of the Board.
  - H. Conduct of hearings or appeals to the Board of County Commissioners. Appellate hearings before the Board of County Commissioners shall be announced by the Chair. The appropriate County staff member shall introduce the matter to the Board, explaining all prior proceedings related to the matter on appeal and name the appellant. The appellant shall then explain the basis for the appeal and the relief he or she is requesting. Next, those persons supporting the appellant's position may speak. Then, the staff person for the agency whose decision is being appealed shall explain the decision, apprising the Board of relevant findings of fact and reasoning underlying the decision. Then, all those supporting the decision being appealed may speak. The appellant shall then be given an opportunity to reply to the statements and arguments of those supporting the decision. The above procedures notwithstanding, the Board may elect to utilize a more detailed hearing format as recommended by the County Attorney, including but not limited to permitting cross examination of opposing speakers.
  - I. The Parliamentarian may impose reasonable limits on the number of people permitted to speak or the length of time each person may speak, and may require each speaker from the general public to complete a written request to speak. At any time during the hearing, the Commissioners may question any speaker concerning the speaker's remarks, and they may recall any speaker for clarification of his or her previous remarks or for additional remarks. When all those who have been scheduled to speak have done so and the Commissioners have finished their questions of the speakers, the Chair shall declare the hearing on the appeal closed and no further remarks shall be heard. Once the hearing is closed, a motion may be made and voted upon as to whether the relief requested by the appealing party shall be granted or denied.
  - J. The Commissioners may question a speaker only to elicit information, comments or opinions and may not debate the merits of the appeal, either with a speaker or among themselves, during the portion of the appellate hearing open for public input.

### **RULE 3.206 PUBLIC HEARINGS: COMMITTEES**

- A. Public Hearing Defined. A public hearing is a meeting of a committee during which the privilege of the floor is granted to the general public and members thereof may address the committee on the subject for which the public hearing is called. A public hearing is specifically designed to elicit comments and observations from the general public and to afford the members of the general public an opportunity to speak directly to the committee concerning a particular matter of great public interest or importance. All meetings of a committee are public meetings, at which the public may, at the pleasure of the committee, address the committee; but a public hearing is an extraordinary procedure used only to gain information not otherwise obtained or to hear both sides of a controversy or to argue the

- merits of a matter.
- B. When Held. A committee shall hold a public hearing when ordered by the Chair, the Board or a majority of the committee members. A committee shall hold a public hearing only on a matter referred to it. Public committee hearings may be held in any public building within the County.
  - C. Recess. Public hearings may be recessed by order of the committee Chair to a time certain.

### **PART 3 MISCELLANEOUS COMMUNICATIONS**

#### **RULE 3.301 DISPOSITION OF MISCELLANEOUS COMMUNICATIONS**

Miscellaneous communications to the Board may, at the discretion of the Chair, be referred to the appropriate committee or staff for appropriate action.

#### **RULE 3.302 READING OF MISCELLANEOUS COMMUNICATIONS**

Miscellaneous communications shall not be read to the Board, unless a majority of the Board requires such reading.

#### **RULE 3.303 MESSAGES DURING MEETINGS**

During public meetings, Commissioners shall neither send nor receive or review any written or electronic messages pertaining to the meeting in session unless presented as part of the meeting for public review. Any Commissioner receiving such communication shall immediately report it to the Chair for introduction into the record of the meeting.

### **CHAPTER 4: GENERAL PROCEDURES**

#### **PART 1 MEETINGS**

##### **RULE 4.101 MEETINGS: GENERALLY**

All regularly scheduled Board meetings shall be duly noticed and held at a location readily accessible to and open to the public. In case of special meetings, emergency meetings, or workshops, the Board may determine another suitable meeting location within the County.

##### **RULE 4.102 REGULAR MEETINGS**

The Board shall hold regular meetings the first and third Thursdays of each month commencing at 5:30 pm. When a regular meeting day shall fall on a legal holiday observed by the County, the regular meeting of the Board may be rescheduled or canceled by the Board. Rescheduled meetings shall be advertised accordingly.

##### **RULE 4.103 WORKSHOP MEETINGS**

The Board may designate workshop meetings at any time during the month, including regular meetings days. However, when so designated, that meeting date, or portion thereof, shall be publicly noticed as a Workshop Meeting.

- A. From time to time, in order to build consensus among its members, it may be advantageous in the opinion of the Board to discuss in detail an issue or issues under its consideration without taking action. In such situations, the Board shall conduct such discussions in a

Workshop Meeting.

- B. In that the purpose of such a meeting is open discussion, fact finding and consensus building, no formal action may be taken by the Board at Workshop Meetings. All other rules of the Board relating to the procedures to be followed during Workshop Meetings shall be in accordance with Chapter 4 of these Board Rules and Policies.
- C. With the purpose of a Workshop Meeting of the Board described above, the Board may wish to hear reports by staff and the comments and observation of the general public. The conduct of public comment at a Workshop Meeting shall follow that prescribed by these Rules, unless modified by the Chair.
- D. The Chair or the Board by majority vote may call a Workshop Meeting of the Board. Advance notice of a Workshop Meeting shall not be less than those required for a Special Meeting of the Board, as provided in Rule 4.104.

#### **RULE 4.104 SPECIAL MEETINGS**

The Chair or a majority of the Commissioners may call a Special Meeting of the Board upon not less than seventy-two (72) hours notice to each Commissioner. Notice of the call of such Special Meeting shall be in writing via the Commissioner's box at County Administration and via County email. The time stamp on an email shall be presumed to be the effective time of giving notice. The notice shall state the business to be transacted at such meeting, including "all other business that may come before the Board." The notice shall be published to the County's website and disseminated via email to all local media who have requested to receive such notices. The Chair may, upon not less than twenty-four (24) hours notice and via email to every Commissioner and every party receiving email notification hereunder, cancel any special meetings of the Board which he or she had previously called pursuant to this Rule.

#### **RULE 4.105 EMERGENCY MEETINGS**

The Chair, Vice-Chair or County Manager may call an emergency meeting of the Board at any time to consider and take action upon a public emergency. When the emergency meeting is called to order, no action shall be taken by the Board unless and until the Board declares by motion or resolution on the record of the emergency meeting that an emergency in fact exists and the action taken at the meeting shall directly pertain to that emergency. Prior notice of the emergency meeting shall be given by the most appropriate and effective method(s) available under the circumstances. Continuity of government issues shall prevail. Every effort shall be made at all levels of government to ensure public safety and welfare in times of emergency.

#### **RULE 4.106 RECESSED OR ADJOURNED MEETINGS**

The Board, at any meeting, may recess or adjourn to a time certain on the same or another day, or fix the date and time of a meeting, for transacting any business or specified business only, as may be determined by the Board in taking such action.

#### **RULE 4.107 QUORUM**

A quorum of the Board for the transaction of business shall consist of a majority of the Commissioners, but a lesser number may come to order to adjourn any meeting until a quorum is present. It shall always be in order to suggest the lack of a quorum, whereupon the proceedings shall cease, the determination of a quorum may be made and the proceedings continue, if a quorum is present, or be suspended or adjourned, if a quorum is lacking.

## **PART 2 PRESIDING OFFICER**

### **RULE 4.201 DUTIES OF PRESIDING OFFICER**

The Chair shall serve as the Presiding Officer unless unable to serve. The duties of the presiding officer shall include the following:

- A. State every question before the Board.
- B. Record the vote on all matters concerning which the recording of the ayes and nays is required or requested.
- C. Announce the results of every vote.
- D. Announce the order of business and insure the orderly disposition of the items on the agenda.
- E. Maintain order and enforce the rules of decorum and discipline.
- F. Sign each written measure passed by the Board during the meeting at which he or she is presiding officer.
- G. Execute the orders of the Board made during the time he or she is presiding officer.
- H. Seek a ruling of the Parliamentarian if in doubt about the enforcement or application of these Rules.

### **RULE 4.202 RULINGS BY THE CHAIR, APPEALS**

The County Attorney shall serve as the County Official who shall advise the Chair on parliamentary issues and shall rule on all questions of order and priority of debate. Any Commissioner may appeal the decision of the Chair, either by the Chair or through the Parliamentarian, in which event a majority vote of the Board present shall conclusively determine the ruling appealed. No other business, except a motion to adjourn or to lay on the table, shall be in order until the question on appeal has been decided.

## **PART 3 AGENDAS**

### **RULE 4.301 SETTING THE AGENDA**

The County Manager shall provide a tentative agenda to the Chair of the Board of Commissioners, who shall then set the agenda for the Board. Any Commissioner or Department Director desiring placement of an item on the agenda will make such request of the County Manager. All requests for agenda items will be turned in by 9:00 am eight (8) days prior to the meeting at which the item is to be presented, complete with all appropriate back-up material sufficient to warrant discussion. If the back-up material provided by this date is determined by the County Manager to be insufficient for proper consideration of the item, then the item may be removed from the agenda by the County Manager. The agenda shall be considered closed after the deadline provided herein, except for emergency items as may be called by the Chair. After the agenda has closed but prior to the Board meeting, the Chair shall review the agenda, make any additions or revisions deemed appropriate in the Chair's discretion, and with the assistance of the County Manager prioritize the order of business on the agenda (excepting for advertised public hearings which shall be set in the order of their submission). There shall be included on the agenda all items to be considered by the Board and the public hearings to be held by the Board. When the agenda has been set, County Administration shall cause the same to be compiled and published to the County website and printed and distributed to those Commissioners or staff requiring physical copies.

#### **RULE 4.302 CONSENT AGENDA**

- A. Contents, Approvals, Changes. There shall be included on the Consent Agenda routine business items including, but not limited to, ministerial matters such as approval of minutes, budget amendments with a net budgetary impact of less than \$20,000.00, purchases less than \$20,000.00, conveyance or acquisition of real property less than \$20,000.00, subdivision plats, and final development plans. Consent Agenda items shall be submitted with backup materials sufficient for their consideration as if they were placed on the Board's regular agenda. The Chair shall approve inclusion of the Consent Agenda as a part of the Regular Agenda for each Board meeting, and may order that items be removed therefrom, placed on the Regular Agenda, referred to a committee or delayed to another Board meeting. After the Consent Agenda is published, no items may be added to it.
- B. Consideration. At the appropriate time after a meeting is convened, the Chair shall announce the taking up of the Consent Agenda. Any item on the Consent Agenda may be removed therefrom on the request of any one Commissioner or the Chair for the purpose of further debate, in which case the item so removed shall be debated and considered as part of the Regular Agenda or delayed to a future meeting. After items have been removed for further debate, the Chair shall call for one vote on the entire Consent Agenda, which vote shall be applicable to each item on the Consent Agenda (except those items removed).

#### **RULE 4.303 ADOPTION OF REGULAR AGENDA**

While in session, and after the addition of any item removed from the Consent Agenda, the Chair will ask for other changes to the agenda. Changes to the Regular Agenda may be proposed by any Commissioner, the County Manager or the County Attorney. Each change to the Regular Agenda must be approved by a majority vote. In no event shall any matter be added to the Regular Agenda unless it can be demonstrated that the matter could not have been timely submitted prior to the deadline provided in Rule 4.301 due to circumstances beyond the control of the movant seeking addition to the Regular Agenda (for example, a deadline imposed by an outside agency that was announced after the agenda was closed). After all approved changes on the agenda are voted upon, a motion shall be made and seconded to adopt the agenda to include the approved changes. Once adopted the agenda shall control the remainder of the meeting unless changed by a majority consensus.

### **PART 4 RULES OF DECORUM AND CIVILITY**

#### **RULE 4.401 BOARD TO PROMOTE AND PRESERVE DECORUM AND CIVILITY**

The Board expressly recognizes that promoting and preserving decorum and civility best enables the Board to fairly and expeditiously conduct the business of the County. While the Board is in session, the Presiding Officer shall preserve order and decorum. A Commissioner shall neither by conversation nor otherwise delay or interrupt the proceedings or the peace of the Board, nor disturb any Commissioner while speaking or refuse to obey the orders of the Board or its Chair. Decorum is expected of all who attend or participate in meetings of the Board. There shall be displayed at the entry of each meeting the Board's Rules of Decorum as attached hereto as Exhibit "A".

#### **RULE 4.402 MANNER OF SPEAKING**

No Commissioner shall speak on any question or discuss any matter, nor interrupt another, nor

make a motion without first being recognized by the Chair. When two or more Commissioners seek recognition by the Chair, the Chair shall name the Commissioner who is to speak first. No Commissioner shall be interrupted by another without the consent of the Commissioner who has the floor, except by rising to a question of order. A Commissioner, in speaking on any matter, shall confine him- or herself to the question or matter before the Board; shall not use unbecoming, abusive, or unparliamentary language; and shall avoid commenting on personalities or character of other Board members, former Board members, other officials, staff, or the public.

#### **RULE 4.403 POSITIVE EXPECTATIONS OF BOARD DISCOURSE**

Discourse by and before the Board shall:

- A. Focus on what is best for the County, and represent the entire County as well as a Commissioner's individual district.
- B. Maintain respect for the Board and its members and visibly demonstrate respect for, and fairly represent, all members of the Board.
- C. Demonstrate that each is free to disagree, but disagreeable personalities are disfavored.
- D. Avoid attempts to surprise or ambush Commissioners, staff, or members of the general public.

#### **RULE 4.404 DISRUPTIONS**

Any person disrupting a Board meeting by interrupting any speaker; making personal, impertinent, or slanderous remarks; by addressing or shouting to the Board from the audience; or by other boisterous behavior while the Board is in session, may be removed from the meeting by order of the Presiding Officer through the assistance of the Sheriff's office or other security personnel. Such removal may be requested by the Chair in his/her discretion, or by consensus of the Board after a question of order is raised, or by the Sheriff's office on its own initiative if there is perceived to be an immediate threat to the safety of any person inside the meeting chamber. No demonstrations of approval or disapproval from the audience shall be permitted. If, after warning by the Chair, such demonstrations are made and result in a disruption of the meeting the person(s) creating such disruption may be removed from the meeting. The Chair may without motion recess any meeting until order is restored. The Chair shall call upon the Sheriff's officers or other security officer who may be present during the meeting to enforce directions given by the Chair for any violation of this Rule.

#### **RULE 4.405 PROMPTNESS OF ATTENDANCE; ABSENCE FROM MEETINGS**

Board members are expected to observe timely appearance at Board of County Commission regular, workshop, and special meetings or other official Board functions. Any member who is unable to timely attend any such meeting or function will notify either the Board Chair or the County Manager, prior to the meeting, if possible so that notice may be conveyed to all Board members. Any member present at any meeting of the Board will immediately give notice to the Chair if leaving the meeting for any extended period of time.

#### **RULE 4.406 AUDITORIUM OFFICAL USE ONLY AREA**

To ensure the timely business of the Board proceeds with limited distractions and to respect public speakers, a portion of the meeting chambers shall be designated as "Official Use Only". This Official Use Only area encompasses the dais area, including the sections designated for staff and the public speaker podiums. While any meeting is called to order, those permitted in the Official

Use Only area shall be limited to the Board of County Commissioners, County staff, and members of the public expressly recognized by the Chair and invited to come forward and speak, such as public speakers and proclamation recipients. Unless expressly recognized by the Chair, members of the public and media shall remain in the gallery area of the auditorium until the meeting is recessed or adjourned.

## **PART 5 VOTING**

### **RULE 4.501 MAJORITY ACTION**

Unless otherwise required by State Statute, ordinance, or indicated by these Rules, all action by the Board shall be by majority vote of those Commissioners present. Failure to receive a majority vote of the Commissioners present shall operate as a denial of the proposed question that is before the Commission.

### **RULE 4.502 VOTING REQUIRED UNLESS EXCUSED**

Every Commissioner who is present when a question is called, unless he or she is excused as provided under these Rules or by law, shall give his or her vote in the affirmative or negative.

### **RULE 4.503 MANNER OF VOTING**

Voice votes shall be used unless otherwise required by law. The vote on the motion to declare a measure to be an emergency shall be a rollcall. In the case of any vote, if the Chair is in doubt as to the outcome, or upon the request of a Commissioner for any reason, the Chair shall call for a rollcall vote. The rollcall vote shall be called by the Clerk in a rotating sequence.

### **RULE 4.504 CHANGE OF VOTE PROHIBITED**

After announcement of the results of a vote, no vote may be changed or taken on the question, unless a motion for reconsideration is approved.

### **RULE 4.505 PROXY VOTING PROHIBITED**

A Commissioner shall not cast a vote for another Commissioner, nor shall any person not a Commissioner cast a vote for a Commissioner. Commissioners must be physically present in the meeting chambers to cast their own vote.

## **PART 6 MOTIONS**

### **RULE 4.601 MOTIONS: HOW MADE, WITHDRAWAL**

- A. Every motion shall be made orally, unless the Chair requests that it be reduced to writing. No motion shall be debated or put to a vote without a second, except for those motions stated in Rule 4.602. When a motion is made and, when required, seconded, it shall be restated by the Presiding Officer and the Commissioner who made the motion shall have the floor. After a motion has been stated or read, it shall be deemed to be in the possession of the Board and shall be disposed of by vote of the Board. The Commissioner making the motion may withdraw a motion, except a motion to reconsider, at any time before the same has been amended or before a vote shall have commenced, but only if a majority of the Board present consent to withdrawal.
- B. A motion may be made to suspend the Rules as provided in Rule 1.103.

#### **RULE 4.602 MOTIONS REQUIRING NO SECOND**

The following motions shall be decided or acted upon without requiring a second:

- A. Call for the division of a question.
- B. Motion to receive committee and agency recommendations.
- C. Fill a blank.
- D. Inquires of any kind.
- E. Leave to withdraw a motion.
- F. Object to the consideration of a question.
- G. Parliamentary inquiry.
- H. Point of information.
- I. Point of order.
- J. Question of privilege.

#### **RULE 4.603 PRECEDENCE**

When a question is under debate, the following motions shall be entertained and shall take precedence over each other in the following order:

- A. Adjourn to a date certain.
- B. Adjourn.
- C. Take a recess.
- D. Close debate at a specified time.
- E. Postpone to a day certain.
- F. Refer to a committee.
- G. Amend.
- H. Postpone to a certain time.
- I. Postpone indefinitely.
- J.

#### **RULE 4.604 PROPOSING QUESTIONS**

The Chair shall propose all questions in the order in which they are moved unless the subsequent motion be previous in nature, except that in naming sums and fixing times the largest sums and the longest times shall be put first.

#### **RULE 4.605 RECONSIDERATION**

- A. After the decision of any question, it shall be in order only for a Commissioner voting on the prevailing side to move a reconsideration, but such motion may be seconded by any Commissioner. When a majority of the Commissioners present vote in the affirmative but the question is lost because the concurrence of a greater number is necessary for adoption or passage, any Commissioner may move for a re-consideration. If a motion to reconsider is lost, it shall not be renewed again. A motion to reconsider may be laid on the table or postponed indefinitely, the effect of such action in either case shall be to defeat the motion to reconsider and to prevent further consideration thereof.
- B. Disposition. If a motion to reconsider the vote on a main question is made immediately after such vote is taken, it may, at the option of the mover, be decided immediately or left pending. If it is made other than immediately after such vote is taken, it shall be left pending for consideration by the Board. All motions for reconsideration not immediately disposed of shall be considered and disposed of at the same hearing or meeting.



- C. Collateral Matters. The adoption of a motion to reconsider a vote upon any secondary matter shall not remove the main subject under consideration from consideration of the Board. A motion to reconsider a collateral matter must be disposed of at once during the course of the consideration of the main subject to which it is related and such motion shall be out of order after the Board has passed to other business.

**RULE 4.606 POSTPONE INDEFINITELY**

Motions to postpone indefinitely shall be applicable only to main motions. The adoption of a motion to postpone indefinitely shall dispose of such measure for the duration of the Board meeting at which it is made.

**RULE 4.607 LAY ON TABLE**

If an amendment is laid on the table, such action shall not carry the main question or any other amendment with it. The motion to lay on the table may not be made by the introducer or mover of the legislation or proposal.

**PART 7 RULES OF DEBATE**

**RULE 4.701 CHAIR MAY PARTICIPATE IN PROCEEDINGS**

The Chair may make motions, second motions, and debate, subject only to such limitations of debate as are enforced by these rules on all Commissioners, and shall not be deprived of any of the rights and privileges as Commissioner by reason of being Chair.

**RULE 4.702 OBTAINING FLOOR OR RECOGNIZED BY CHAIR**

In order to obtain the floor, any Commissioner desiring to speak in debate on a subject open to debate must address the Chair, and, when recognized by the Chair, may speak only on matters germane to the business or question under debate.

**RULE 4.703 INTERRUPTION OF SPEAKERS**

A Commissioner or official, once recognized, shall not be interrupted while speaking unless calling the Commissioner or speaker to order for transgressing any rule of the Board or failing to maintain proper decorum. Any Commissioner called to order while speaking shall cease speaking until the question of order is determined by the Chair without debate, and if in order, may proceed.

**RULE 4.704 PRIVILEGE OF FLOOR AND PUBLIC COMMENT**

- A. Recognition by the Chair. Except for Commissioners and County officials or employees, no person shall approach or address the Board until the Chair permits the person to approach or address the Board.
- B. Members of the public shall be afforded an opportunity to speak on each item on the Board's regular agenda. Members of the public addressing the Board shall comply with the Board's rules of decorum at all times.
- C. Entitlement to Public Comment on propositions before the Board:
  - 1. Members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board. The opportunity to be heard need not occur at the same meeting at which the Board takes official action on the proposition if the

opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which the Board takes the official action; however, unless otherwise provided by law, members of the public are not entitled to a reasonable opportunity to be heard in public meetings of the Board in the following circumstances:

- (a) The Board is making an official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause unreasonable delay in the ability of the Board to act.
  - (b) The Board is making an official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations.
  - (c) The meeting is exempt from Florida Statute § 286.011.
  - (d) The meeting is one in which the Board is acting in a quasi-judicial capacity. In hearings in which the Board is acting in a quasi-judicial capacity, comment shall be made in conformity with these Rules.
2. Designation of Representative. Groups of more than five members of the public who wish to communicate the same message (e.g., support or opposition to a proposition) to the Board may designate a representative to speak for the group at a public meeting of the Board by filling out a form and submitting it to the designated Staff member present at the meeting, which form indicates the general message of the group and the name and address of each person in the group and which may include a signature from each person in the group in support of the group's message.
  3. Time Limit for Comments and Extension of Time for Comment. Each person addressing the Board shall limit comments to two (2) minutes. Members of the public and designated representatives of groups of five or more persons shall limit their comments to the Board to five (5) minutes. The Chair may elect to extend the time available to individual members of the public or designated representatives for comment for an additional time for good cause. A member of the public or designated representative may not assign his or her time or any part of his or her time to another speaker.
- D. For public comment on items that are not a proposition being considered by the Board, a Citizen Comment period shall be provided prior to the adjournment of all regular meetings of the Board for persons to address the Board on matters which reasonably may need attention of the Board. Each person addressing the Board shall limit comments to two (2) minutes, unless extended by the Chair for good cause.
  - E. The Board's "Rules for Public Participation", attached hereto as Exhibit "B", are adopted as part of this policy and shall be displayed at the entrance to the meeting chamber for each meeting of the Board and shall govern all public participation.

#### **RULE 4.705 DECORUM**

Members of the public and designated representatives shall address their comments to the Board as a whole and not to any Commissioner individually or any group of Commissioners. Imposing a demand for an immediate response from the Board or any member thereof during public comment shall be considered out of order. Persons shall not address the Board with personal, impertinent, or slanderous remarks, or become boisterous. A Commissioner shall not engage in dialogue with

persons making public comment unless the question or comment is directed through the Chair or made with the permission of the Chair.

## **CHAPTER 5: ETHICS POLICIES AND PROCEDURES**

### **PART 1 GENERALLY**

#### **RULE 5.101 INTENT AND PURPOSE.**

This Chapter 5 may be referred to as the “Columbia County Board of County Commissioner’s Ethics Policies and Procedures” or “Ethics Policy”. This policy is hereby established as the proper operation of County government requires that County Commissioners be independent and impartial; that County policy and decisions be made through established processes; that County Commissioners not use public office to obtain private benefit; that County Commissioners avoid actions which create the appearance of using public office to obtain a benefit; and that the public have confidence in the integrity of its County government, its County Commissioners, and all those employed by or through the County government.

#### **RULE 5.102 ACKNOWLEDGMENT OF RULES.**

All County Commissioners, upon taking their oath of office to their current term and all current County Commissioners within ten (10) days of the passage hereof, shall submit a signed statement to the County Attorney acknowledging that they have received and read Chapter 5 herein, that they understand it, and that they are bound by it. All candidates for County Commission, upon qualifying to run for that office, shall submit a signed statement to the County Attorney acknowledging that they have read Chapter 5 of these Rules and Policies, that they understand it, and that they shall be bound by it upon election to office. All County Employees shall be notified upon adoption of these Rules or upon their employment with the County of this Ethics Policy and shall be bound by it.

#### **RULE 5.103 INTERPRETATION, ADVISORY OPINIONS.**

When in doubt as to the applicability and interpretation of the Ethics Policy or any part hereof, any County Commissioner, County Officer, or County Employee may request an advisory opinion from the County Attorney. The County Attorney shall keep a file, open to the public, of all written opinions issued and submit a copy of each opinion rendered to every County Commissioner. Any County Commissioner who dissents from an opinion of the County Attorney issued pursuant to this rule may request a review by the Board of County Commissioners of the advisory opinion in question within thirty (30) days of its issuance. If no request for review is made then the opinion shall become final. A majority vote of the Board of County Commissioners taken at a public meeting after discussion shall be required to override the opinion of the County Attorney.

#### **RULE 5.104 DEFINITIONS.**

- A. “Advisory body” means any board, commission, committee, council, or authority, however selected, whose total budget, appropriations, or authorized expenditures constitute less than 1 percent of the budget of each agency it serves or \$100,000, whichever is less, and whose powers, jurisdiction, and authority are solely advisory and do not include the final determination or adjudication of any personal or property rights, duties, or obligations, other than those relating to its internal operations.
- B. “Agency” means any state, regional, county, local, or municipal government entity of this state, whether executive, judicial, or legislative; any department, division, bureau, commission, authority, or political subdivision of this state therein; or any public school, community college, or state university.

- C. "Business associate" means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venturer, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property.
- D. "Business entity" means any corporation, company, partnership, limited partnership, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in this state.
- E. "Candidate" means any person who has filed a statement of financial interest and qualification papers, has subscribed to the candidate's oath as required by s. 99.021, and seeks by election to become a public officer. This definition expressly excludes a committeeman or committeewoman regulated by chapter 103 and persons seeking any other office or position in a political party.
- F. "Conflict" or "conflict of interest" means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.
- G. "Corruptly" means done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of a public servant which is inconsistent with the proper performance of his or her public duties.
- H. "County Officer" shall include any person elected or appointed to hold office in the County government, including County Commissioners, the County Manager, an Assistant County Manager, the County Attorney, the County Engineer, and any person serving on an advisory body.
- I. "County Commissioner" shall include any member of the Board of County Commissioners.
- J. "County Employee" shall include any person employed by the Board of County Commissioners or the County Manager.
- K. "Gift," for purposes of ethics in government and financial disclosure required by law, means that which is accepted by a donee or by another on the donee's behalf, or that which is paid or given to another for or on behalf of a donee, directly, indirectly, or in trust for the donee's benefit or by any other means, for which equal or greater consideration is not given within 90 days, including:
  - a. Real property
  - b. The use of real property
  - c. Tangible or intangible personal property.
  - d. The use of tangible or intangible personal property. For the purposes of this part "intangible personal property" means property as defined in s. 192.001(11)(b), Florida Statutes.
  - e. A preferential rate or terms on a debt, loan, goods, or services, which rate is below the customary rate and is not either a government rate available to all other similarly situated government employees or officials or a rate which is available to similarly situated members of the public by virtue of occupation, affiliation, age, religion, sex, or national origin.
  - f. Forgiveness of indebtedness.
  - g. Transportation, other than that provided to a public officer or employee by an agency in relation to officially approved governmental business, lodging, or parking.
  - h. Food or beverage.
  - i. Membership dues.
  - j. Entrance fees, admission fees, or tickets to events, performances, or facilities.
  - k. Plants, flowers, or floral arrangements.
  - l. Services provided by persons pursuant to a professional license or certificate.
  - m. Other personal services for which a fee is normally charged by the person providing the services.
  - n. Any other similar service or thing having an attributable value not already provided for in this section.
  - o. For the purposes of this part the term "consideration" does not include a promise to pay or otherwise provide something of value unless the promise is in writing and enforceable

- through the courts.
- L. "Gift" does not include:
- a. Salary, benefits, services, fees, commissions, gifts, or expenses associated primarily with the donee's employment, business, or service as an officer or director of a corporation or organization.
  - b. Contributions or expenditures reported pursuant to chapter 106, Florida Statutes, campaign-related personal services provided without compensation by individuals volunteering their time, or any other contribution or expenditure by a political party.
  - c. An honorarium or an expense related to an honorarium event paid to a person or the person's spouse.
  - d. An award, plaque, certificate, or similar personalized item given in recognition of the donee's public, civic, charitable, or professional service.
  - e. An honorary membership in a service or fraternal organization presented merely as a courtesy by such organization.
  - f. The use of a public facility or public property, made available by a governmental agency, for a public purpose.
  - g. Transportation provided to a public officer or employee by an agency in relation to officially approved governmental business.
  - h. Gifts provided directly or indirectly by a state, regional, or national organization which promotes the exchange of ideas between, or the professional development of, governmental officials or employees, and whose membership is primarily composed of elected or appointed public officials or staff, to members of that organization or officials or staff of a governmental agency that is a member of that organization.
- M. "Indirect" or "indirect interest" means an interest in which legal title is held by another as trustee or other representative capacity, but the equitable or beneficial interest is held by the person required to file under this part.
- N. "Liability" means any monetary debt or obligation owed by the reporting person to another person, entity, or governmental entity, except for credit card and retail installment accounts, taxes owed unless reduced to a judgment, indebtedness on a life insurance policy owed to the company of issuance, contingent liabilities, or accrued income taxes on net unrealized appreciation. Each liability which is required to be disclosed by s. 8, Art. II of the State Constitution shall identify the name and address of the creditor.
- O. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of this act, indirect ownership does not include ownership by a spouse or minor child.
- P. "Purchasing agent" means any public officer or employee having the authority to commit the expenditure of public funds through a contract for, or the purchase of, any goods, services, or interest in real property for an agency, as opposed to the authority to request or requisition a contract or purchase by another person.
- Q. "Relative," unless otherwise specified in this part, means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great

grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

- R. "Represent" or "representation" means actual physical attendance on behalf of a client in an agency proceeding, the writing of letters or filing of documents on behalf of a client, and personal communications made with the officers or employees of any agency on behalf of a client.

#### **RULE 5.105 CONFLICTS WITH STATE LAW**

In the event of conflict between Florida Statutes and this Ethics Policy, the Florida Statutes shall apply.

### **PART 2 STANDARDS OF CONDUCT.**

#### **RULE 5.201 SOLICITATION OR ACCEPTANCE OF GIFTS.**

No County Officer, County Employee, or candidate for County office shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding, express or implied, which the County Officer, County Employee, or candidate knows or should know, is intended to influence the vote, official action, or judgment of the County Officer, County Employee, or candidate.

#### **RULE 5.202 DOING BUSINESS WITH ONE'S AGENCY.**

No County Employee acting in his or her official capacity as a purchasing agent, or County Officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the County Officer or County Employee or the County Officer's or County Employee's spouse or child is an officer, partner, director, or proprietor or in which such County Officer or County Employee or the County Officer's or County Employee's spouse or child, or any combination of them, has a material interest. Nor shall a County Officer or County Employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the County. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

- a. October 1, 1975.
- b. Qualification for elective office.
- c. Appointment to public office.
- d. Beginning public employment.

#### **RULE 5.203 UNAUTHORIZED COMPENSATION.**

No County Officer or County Employee or his or her spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such County Officer, or County Employee, or local government attorney knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the County Officer or County Employee was expected to participate in his or her official capacity.

#### **RULE 5.204 SALARY AND EXPENSES.**

As adopted by Resolution 2017R-23

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No County Commissioner shall be prohibited from voting on a matter affecting his or her salary, expenses, or other compensation as a County Officer, as provided by law. The County Attorney shall not be prevented from considering any matter affecting his or her salary, expenses, or other compensation as the local government attorney, as provided by law.

**RULE 5.205 MISUSE OF PUBLIC POSITION.**

No County Officer or County Employee shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with s.104.31, Florida Statutes.

**RULE 5.206 CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.**

- A. No County Officer or County Employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, the County, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall a County Officer or County Employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.
- B. If the Board of County Commissioners exercises any regulatory power over a business entity residing in another agency, or when the regulatory power which the legislative body exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a County Officer or County Employee shall not be prohibited by this subsection or be deemed a conflict.
- C. This subsection shall not prohibit a County Officer or County Employee from practicing in a particular profession or occupation when such practice is required or permitted by law or ordinance.

**RULE 5.207 DISCLOSURE OR USE OF CERTAIN INFORMATION.**

No County Officer or County Employee shall disclose or use information not available to members of the general public and gained by reason of his or her official position for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

**RULE 5.208 POST-EMPLOYMENT RESTRICTIONS; STANDARDS OF CONDUCT.**

- A. No County Officer shall personally represent another person or entity for compensation before the Board of County Commissioners for a period of two (2) years following vacation of office. The manner in which the former County Officer vacated office is immaterial to the applicability of this provision.
- B. No County Officer or County Employee shall participate in any communications, including meetings, telephone calls, written correspondence, or indirect communication of any kind with a former County Officer if: (1) the subject matter of the conversation relates to a third party and the matter is likely to come before the Board of County Commissioners, and (2) the County Officer or County Employee knows or should know the former County Officer

left his or her position with the County less than two years prior to the communication. The manner in which the former County Officer vacated office is immaterial to the applicability of this provision.

**RULE 5.209 COUNTY EMPLOYEES HOLDING OFFICE.**

- A. No County Employee shall hold office as a member of the Board of County Commissioners or be a candidate for such position while, at the same time, continuing as a County Employee.
- B. The provisions of this subsection shall not apply to any person holding office in violation of such provisions on the effective date of this Policy. However, such a person shall surrender his or her conflicting employment prior to seeking reelection or accepting reappointment to office.

**RULE 5.210 EXEMPTION.**

The requirements of Rules 5.202 and 5.206 as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing entity and full disclosure of the transaction or relationship by the appointee to the appointing entity. In addition, no person shall be held in violation of Rule 5.202 or 5.206 if:

- A. Within the County the business is transacted under a rotation system whereby the business transactions are rotated among all qualified suppliers of the goods or services within the County.
- B. The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder; and
  1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;
  2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and
  3. The official, prior to or at the time of the submission of the bid, has filed a statement with the County disclosing the official's relationship to the bidder.
- C. The purchase or sale is for legal advertising in a newspaper, for any utilities service, or for passage on a common carrier.
- D. An emergency purchase or contract which would otherwise violate a provision of Rule 5.202 or 5.206 must be made in order to protect the health, safety, or welfare of the citizens of the County or state.
- E. The business entity involved is the only source of supply within the political subdivision of the County Officer or County Employee and there is full disclosure by the County Officer or County Employee of his or her interest in the business entity to the Board of County Commissioners prior to the purchase, rental, sale, leasing, or other business being transacted.



- F. The total amount of the transactions in the aggregate between the business entity and the agency does not exceed \$500 per calendar year.
- G. The fact that a County Officer or County Employee is a stockholder, officer, or director of a bank will not bar such bank from qualifying as a depository of funds coming under the jurisdiction of the County, provided it appears in the record that the Board of County Commissioners has determined that such County Officer or County Employee has not favored such bank over other qualified banks.
- H. The County Officer or County Employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with Columbia County.
- I. The County Officer or County Employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of the County and:
  - 1. The price and terms of the transaction are available to similarly situated members of the general public; and
  - 2. The County Officer or County Employee makes full disclosure of the relationship to the Board of County Commissioners prior to the transaction.

**RULE 5.211 ADDITIONAL EXEMPTION.**

No County Officer or County Employee shall be held in violation of Rule 5.202 or 5.206 if the officer maintains an employment relationship with an entity which is currently a tax-exempt organization under s.501(c) of the Internal Revenue Code and which contracts with or otherwise enters into a business relationship with Columbia County, and:

- A. The County Officer's employment is not directly or indirectly compensated as a result of such contract or business relationship;
- B. The County Officer has in no way participated in the County's decision to contract or to enter into the business relationship with his or her employer, whether by participating in discussion at the meeting, by communicating with County Officers or County Employees, or otherwise; and
- C. The County Officer abstains from voting on any matter which may come before the Board of County Commissioners involving the officer's employer, publicly states to the assembly the nature of the County Officer's interest in the matter from which he or she is abstaining, and files a written memorandum as provided in s.112.3143, Florida Statutes.

**RULE 5.212 NON-INTERFERENCE IN COUNTY REAL ESTATE TRANSACTIONS.**

The following provisions are intended to assure the integrity of the competitive bidding process is preserved, agreements are negotiated at arms-length and consistently enforced, and that no County Commissioner utilizes his or her position or any property within his or her trust, to secure a special privilege, benefit, or exemption for himself, herself, or others.

- A. Definitions. As used in this subsection, unless the context otherwise requires, following terms shall be defined as follows:
  - 1. "County Real Estate Transaction" shall include any existing or proposed real estate transaction in which the County is involved as either a buyer, seller, lessee, lessor, or is otherwise involved as a party.
  - 2. "Communicate" or "Communication" shall include one-on-one meetings, discussions, telephone calls, e-mails, and the use of other persons to convey information or receive information.

3. “Property Manager” shall mean the individual or entity retained by the Board of County Commissioners to lease and manage any County-owned property or, in absence of such an individual, the County Manager.
- B. Restricted Communication with Parties to County Real Estate Transactions.  
No County Commissioner shall knowingly communicate with any individual or entity, or their employees, officers, or agents, involved as a party in any County Real Estate Transaction, unless the communication is:
1. Part of the transactional process expressly described in a request for bids or other such solicitation invitation;
  2. Part of a noticed meeting of the Board of County Commissioners; or
  3. Incidental and does not include any substantive issues involving a County Real Estate Transaction in which such individual or entity is a party.
- C. Any Board member who receives a communication in violation of this Rule shall place in the record at the next regular meeting of the Board of County Commissioners, the following:
1. Any and all such written communications;
  2. Memoranda stating the substance of any and all such oral communications; and
  3. Any and all written responses to such communications, and memoranda stating the substance of any and all oral responses thereto, if any.
- D. Restricted Communication with County Employees and Property Manager.
1. No County Commissioner shall directly or indirectly coerce or attempt to coerce the County Manager, the County Attorney, any other County Employee, or the Property Manager, with respect to any County Real Estate Transaction.
  2. The County Manager or his designee shall be responsible for the management of any County-owned property, including the enforcement and termination of leases and license agreements. Except for the purpose of inquiry, County Commissioners shall not communicate directly or indirectly, give directions or otherwise interfere with these property management responsibilities.
  3. Any communication outside a noticed meeting of the Board of County Commissioners between a County Commissioner and the County Manager, the County Attorney, any County Employee, or the Property Manager, which communication involves a substantive issue in a County Real Estate Transaction, shall be summarized in writing by the Commissioner no later than three (3) working days after the communication (the Communication Summary), to include at a minimum, the name of the persons involved in the communication, the date of the communication, the subject matter of the communication, and the way in which the communication was ended. The Communication Summary may also include the remarks of the persons involved.
  4. The Communication Summary shall be delivered in hardcopy or via email using the Commissioner’s county email account to the Chair or, if the communication involved the Chair, to the Vice-Chair, with a copy of the Communication Summary to the County Manager and the County Attorney for review.

**RULE 5.213 VOTING CONFLICTS.**

- A. As used in this section:

1. "County Officer" includes any person elected or appointed to hold office in the County government, including any person serving on an advisory body.
  2. "Relative" means any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law
- B. No County Officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2), Florida Statutes; or which he or she knows would inure to the special private gain or loss of a relative or business associate of the County Officer. Such County Officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.
- C. A commissioner of a community redevelopment agency created or designated pursuant to Fla. Stat. s. 163.356 or s. 163.357, or an officer of an independent special tax district elected on a one-acre, one-vote basis, is not prohibited from voting when voting in said capacity.
- D. No appointed County Officer shall participate in any matter which would inure to the officer's special private gain or loss; which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained; or which he or she knows would inure to the special private gain or loss of a relative or business associate of the County Officer, without first disclosing the nature of his or her interest in the matter.
1. Such disclosure, indicating the nature of the conflict, shall be made in a written memorandum filed with the person responsible for recording the minutes of the meeting, prior to the meeting in which consideration of the matter will take place, and shall be incorporated into the minutes. Any such memorandum shall become a public record upon filing, shall immediately be provided to the other members of the agency, and shall be read publicly at the next meeting held subsequent to the filing of this written memorandum.
  2. In the event that disclosure has not been made prior to the meeting or that any conflict is unknown prior to the meeting, the disclosure shall be made orally at the meeting when it becomes known that a conflict exists. A written memorandum disclosing the nature of the conflict shall then be filed within 15 days after the oral disclosure with the person responsible for recording the minutes of the meeting and shall be incorporated into the minutes of the meeting at which the oral disclosure was made. Any such memorandum shall become a public record upon filing, shall immediately be provided to the other members of the agency, and shall be read publicly at the next meeting held subsequent to the filing of this written memorandum.
  3. For purposes of this subsection, the term "participate" means any attempt to influence the decision by oral or written communication, whether made by the officer or at the officer's direction.

4. Whenever a county officer or former county officer is being considered for appointment or reappointment to public office, the appointing body shall consider the number and nature of the memoranda of conflict previously filed under this section by said officer.

**RULE 5.214 USE OF OFFICE FOR POLITICAL OR PERSONAL MATTERS.**

Use of County resources, including but not limited to material goods and the use of office staff or any County personnel, for either political campaign purposes or other personal matters, is strictly forbidden.

**PART 3 INVESTIGATION AND PROSECUTION OF COMPLAINTS**

**RULE 5.301 COMPLAINT**

A complaint or complaints of any alleged violation or violations of this policy may be made, in writing, by any Commissioner, County Officer, County Constitutional Officer, or County Employee to the County Attorney or, if the complaint raises allegations about the conduct of the County Attorney, to the County Manager. If the alleged violation relates to conduct or omissions of both the County Attorney and the County Manager, then the written complaint may be submitted to the Chair of the Board of County Commissioners for assignment to outside counsel. If the County Attorney directly observes conduct or omissions violating this policy the County Attorney may, in his or her discretion, initiate a complaint and investigation under this part.

A. The complaint shall:

- a. State the name of the complainant.
- b. State the name(s) of the respondent(s) alleged to have violated this policy.
- c. Include a short and plain statement of the facts or circumstances giving rise to the complaint, including the date and location of any violation and the identity of any witnesses to the alleged violation.
- d. Include copies of any documents the complainant wishes to have considered in the investigation of the complaint or, if such documents are not available, a description of such documents and where they are alleged to exist.
- e. Be sworn under oath and signed by the complainant.
  - (1) The complaint shall become public record in accordance with and subject to the exemptions contained in Florida Law

**RULE 5.302 INVESTIGATION**

The complaint shall be reviewed for sufficiency and shall be returned to the complainant without further action if any deficiency is found with the complaint. The complainant shall have ten (10) days to correct any deficiencies or the deficient complaint shall be closed. If the complaint is sufficient to state a claim then the entity with whom the complaint was filed shall notify the respondent of the allegations and conduct an investigation to determine the validity of the claims contained within the complaint.

1. If, in the opinion of the investigator, a conflict of interest exists or arises in the course of the investigation which will impair the ability of the investigator to complete a diligent and impartial investigation, the investigator shall refer the investigation to outside counsel.

2. If the complainant refuses to cooperate in the investigation then the complaint may be dismissed in the discretion of the investigator and the investigator shall file a report stating that basis for dismissal.
3. The investigation shall be concluded within thirty (30) days unless good cause exists to extend the investigation beyond thirty (30) days. If an investigation is extended the investigator shall set forth in writing the good cause for extending the investigation.
4. A written report including all findings of the investigation shall be completed by the investigator and the complaint shall be disposed in accordance with those findings.

### **RULE 5.303 DISPOSITION**

#### **A. No Probable Cause**

A finding of “no probable cause” shall mean that the investigation of the complaint has not resulted in the discovery of substantial competent evidence of a violation of this policy. In the event such a finding is made the complainant and the respondent(s) shall be notified via certified letter of the disposition of the complaint. There shall be no appeal of a determination of no probable cause.

#### **B. Probable Cause**

A finding of “probable cause” shall mean that the investigation of the complaint has resulted in the discovery of substantial competent evidence of a violation of this policy. If probable cause is found, the investigator shall take the following action:

1. First Violation: The investigator shall reduce all findings to writing and provide same to the respondent, the Chair, and the County Manager. The findings shall include a statement that the finding of probable cause against the respondent is a first violation of this Policy, and shall include remedial action to be taken by the respondent, including direction on how to avoid future ethical violations. The respondent shall complete the remedial action and report same to the investigator.
2. Second Violation: The investigator shall reduce all findings to writing and provide same to the respondent, the Chair, and the County Manager. The findings shall include a statement that the finding of probable cause against the respondent is a second violation of this Policy, and shall be referred for placement on the Board of County Commissioners’ Regular agenda for consideration of a public reprimand. Remedial actions, if any, shall be ordered by the Board of County Commissioners.
3. Third Violation: The investigator shall reduce all findings to writing and provide same to the respondent, the Chair, and the County Manager. The findings shall include a statement that the finding of probable cause against the respondent is a third violation of this Policy, and the report and findings shall be referred the Florida Commission on Ethics for further action, if any.

#### **C. Criminal Acts**

This Policy shall not prevent referral of any complaint to law enforcement if the investigator has reason to believe a criminal act forms any part of the basis for a complaint.

### **RULE 5.304 HEARINGS AND APPEALS**

The respondent shall have the right to appeal any probable cause determination to the Board of County Commissioners. The respondent shall have ten (10) days from the date the respondent receives a probable cause finding to give notice of appeal to the County Manager in writing. A timely request for appeal shall be set on the soonest board agenda possible following the County

Manager's receipt of the request. Such appeal shall be limited in scope to review of the information gathered in the investigation of the complaint, but the respondent shall have the right to cross examine any witnesses as to statements relied upon by the investigator in making any finding adverse to the respondent. At the conclusion of the hearing on the appeal the Board shall, by a vote of a majority of the voting members on the question, sustain or set aside a finding of probable cause. If no majority vote can be obtained then the finding of probable cause shall stand.

**EXHIBIT “A”**  
**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

**RULES OF DECORUM**

1. Commissioners, county staff, members of the public, and any other person speaking during any meeting of the Board shall be respectful to the Board and all others and shall refrain from making personal attacks of any kind. Any person who becomes disorderly or fails to confine remarks to the identified subject or business at hand shall be cautioned by the Chair and given the opportunity to conclude remarks on the subject in a decorous manner within the designated time limit. Any person failing to comply as cautioned may be found to be out of order. An individual found to be out of order shall not address the Board for the remainder of the meeting unless permission is granted by a majority vote of the Commissioners present.
2. If an individual is found to be out of order, he or she shall immediately relinquish the podium. If the person does not do so, he or she may be subject to removal from the meeting room.
3. Order shall be observed while meetings are in session. Clapping, cheering, heckling, or verbal outbursts in support of or opposition to a speaker or his or her remarks are discouraged. Interruptions of any kind will not be permitted. All attendees shall come to order when called upon to do so by the Chair. Failure to come to order may result in removal of the individual or individuals determined by the Chair to be disrupting the meeting. Persons exiting the meeting while in session shall do so in a quiet and courteous manner.
4. In the interest of public safety, no signs or placards shall be mounted on sticks, posts, poles or similar structures. Any other signs, placards, or banners shall be displayed so as not to disrupt meetings or interfere with public view of board business.

Adopted by Resolution 2017R-23

**EXHIBIT “B”**  
**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

**RULES FOR PUBLIC PARTICIPATION**

The Board of County Commissioners recognizes the value and benefit of orderly participation of citizens during public meetings. To ensure a fair opportunity for all citizens to participate, the following rules and procedures shall apply to all citizen participation during meetings, public hearings, and workshops. These rules are supplemental to the Board’s rules regarding decorum.

**Public Comment at Board Workshops.** Time shall be allotted at the conclusion of each workshop item for public comment. When called upon by the Chair and prior to making comment, the speaker shall approach the podium, identify him- or herself, state a place of residence, and state whether the speaker represents anyone other than him- or herself. The remarks of each speaker may be up to two (2) minutes. The Chair shall have discretion to afford additional time to any speaker.

**Public Comment on Regular Agenda Items or the Consent Agenda.** Each person who wishes to address the Commission regarding a Regular Agenda Item or the Consent Agenda shall complete one comment card for each item and submit the card or cards to County staff in the front of the meeting room. Cards shall be submitted before the meeting is called to order. When called upon by the Chair and prior to making comment, the speaker shall approach the podium, identify him- or herself, state a place of residence, and state whether the speaker represents anyone other than him- or herself. Speakers should speak clearly into the microphone. Although free to ask questions of the Board and staff, speakers are reminded that meetings are not a forum for debate between the Commissioners or staff and the public and that responses, if any, shall be directed through the Chair. **The remarks of each speaker may be up to two (2) minutes per item.** The Chair shall have discretion to afford additional time to any speaker.

**Citizen Comment.** Each person who wishes to address the Commission during the Citizen Comment portion of the Agenda shall complete a comment card and submit the card to County staff in the front of the meeting room. Cards shall be submitted before the meeting is called to order. When called upon by the Chair and prior to making comment, the speaker shall approach the podium, identify him- or herself, state a place of residence, and state whether the speaker represents anyone other than him- or herself. The remarks of each speaker may be up to two (2) minutes. The Chair shall have discretion to afford additional time to any speaker.

Adopted by Resolution 2017R-23