

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

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

**CONSENT AGENDA**

**March 1, 2018**

**5:30 P.M.**

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- (1) 9-1-1 Communications Center - Requesting Approval to Apply for State E-911 Board Spring Rural Grant for Equipment Maintenance - \$73,425 (Pg. 1)**
  - (2) 9-1-1 Communications Center - Approval of Special Service Arrangement Agreement for AT&T Snapshot of ALI & MSAG Databases - \$998 (Pg. 33)**
  - (3) BCC Administration - Addendum to License Agreements for Fort White Ballfields (Pg. 43)**
  - (4) BCC Administration - Proposal for Legal Services on the County's Annual Assessment Programs - \$16,500 (Pg. 49)**
  - (5) BCC Administration - Requesting Approval of Cathy Lucius-Dortch to the SHIP Affordable Housing Advisory Committee Member - Applicant does not Reside in Columbia County and the Only Applicant for this Vacancy (Pg. 54)**
  - (6) BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Special Meeting - January 25, 2018 (Pg. 58)**
  - (7) BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Regular Meeting - February 1, 2018 (Pg. 62)**
  - (8) BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Regular Meeting - February 15, 2018 (Pg. 67)**
  - (9) County Attorney - Requesting Approval of Authorization - Offer of Judgment in Robert and Carol Brown v. Columbia County and SRWMD - \$5,000 (Pg. 74)**
  - (10) County Attorney - Requesting Approval of Attorney Engagement - Jason A. Burgess (Pg. 80)**
  - (11) County Attorney - Requesting Approval of Attorney Engagement - Eric Olsen, Hopping Green & Sams (Pg. 86)**
  - (12) Public Works - Utility Permit - Comcast - SW Kirby Avenue (Pg. 96)**

- (13) Public Works - Utility Permit - Florida Power and Light Company - SE Sandy Drive, Pounds Hammock Road and SE Academic Avenue (Pg. 104)**
- (14) Public Works - Utility Permit - Florida Power and Light Company - Brown Road and Irene Lane (Pg. 119)**
- (15) Public Works - Requesting Approval of Emergency Purchase Outside of Purchasing Policy - Hot Water Heater at Detention Center - \$4,818 (Pg. 129)**
- (16) Risk Management - Authorization to Apply for Three Grants: Florida Jobs Growth Infrastructure Grant, Community Planning and Technical Assistance Grant and a Florida Small Community Energy Efficient Lighting Grant (Pg. 131)**
- (17) Tourist Development - BA 18-27 - Reimburse Capital Outlay and Non-Capital Outlay - \$14,500 (Pg. 133)**
- (18) Tourist Development - Requesting Approval of the Madden Media Spring 2018 Retargeting Campaign - \$4,250 (Pg. 135)**



# 1

## 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: February 16, 2018

Meeting Date: March 1, 2018

Name: Tom Brazil

Department: 9-1-1 Communications Center

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

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

**Seeking grant funding from State E-911 Board for 911 equipment maintenance.**

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, FLORIDA  
COMBINED COMMUNICATIONS CENTER 9-1-1  
263 NW LAKE CITY AVE.  
LAKE CITY, FL 32055  
(386) 758-1125  
FAX (386) 758-1386*

## **MEMORANDUM**

DATE: February 16, 2018

TO: Ben Scott County Manager via Scott Ward Assistant County Manager

FR: Thomas W. Brazil Combined Communications Center Director / 911 Coordinator

RE: Request to BOCC to apply for E-911 Board Spring 2018 Grant

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Attached is the application and supporting documents to apply for the 2018 E-911 Board Rural Spring Grant for support & maintenance of the County 911 call taking equipment. The amount of this reimbursement grant is \$73,424.95. Via this memorandum, I am seeking BOCC approval to apply for this grant.

Properly maintaining our 911 equipment provides resiliency, reliability, and survivability of our 911 call taking equipment to serve the citizens of Columbia County.

cc: file



**APPLICATION**

**E911 RURAL COUNTY GRANT  
PROGRAM**

**W Form 1A, incorporated by reference in Rule 60FF1-5.002, Florida  
Administrative Code, Rural County Grants  
E911 Rural County Grant Program Application,  
Revised 02/17/16**

## 1.0 Purpose

The E911 Rural County Grant Program is to assist rural counties with the installation and maintenance of an Enhanced 911 (E911) system and to provide "seamless" E911 throughout the State of Florida.

## 2.0 Eligibility

The Board of County Commissioners in any county in the State of Florida with a population of less than 75,000 as per the most recent published data from the Florida Association of Counties' directory is eligible to apply for this grant program. Funding priorities are established in Addendum I.

## 3.0 Definitions

- A. **Enhanced 911 (E911):** As defined by subsection 365.172(3)(h), Florida Statutes, and as referenced in the State E911 Plan under section 365.171, Florida Statutes.
- B. **E911 Maintenance:** Means the preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain the E911 System in operable working condition.
- C. **E911 System:** Means the Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.
- D. **Next Generation 911 (NG-911):** Means the designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.
- E. **Public Safety Answering Point (PSAP):** As defined by paragraph 365.172(3)(y), Florida Statutes, and as referenced in the State E911 Plan under section 365.171, Florida Statutes.

## 4.0 E911 Rural County Grant Program Calendar

	<b>Spring Schedule</b>	<b>Fall Schedule</b>
Counties submit Application	by April 1	by October 1
E911 Board Members evaluate applications	April – May	October – November
E911 Board votes on applications to fund at regularly scheduled meeting	April – June	October – December
E911 Board sends notification of awards approved for funding to the counties.	before June 30	before December 30
Implementation period	One year from the award notification letter date.	One year from the award notification letter date.
Expiration of the right to incur costs, request payment and/or final reimbursement of funding.	Two years from the award notification letter date	Two years from award notification letter date.

## **5.0 General Conditions**

- 5.1 Applications must be delivered to the following address:  
State of Florida E911 Board  
ATTN: E911 Board Administrative Staff  
4030 Esplanade Way, Suite 135  
Tallahassee, FL 32399-0950  
Or [E911BoardElectronicGrantReports@dms.myflorida.com](mailto:E911BoardElectronicGrantReports@dms.myflorida.com)
- 5.2 The applicant must provide one original of the pages for Application Form items 1 through 14 the associated quotes, and the E911 Board Form 6A, "County E911 Fiscal Information," included in E911 Board Rule 60FF1-5.006, Florida Administrative Code. The grant application package must be postmarked, or delivered on or before April 1 or October 1 of each year, dependent on the spring or fall application period. Failure to provide these documents will result in automatic rejection of the grant application. One scanned copy of the entire submitted package should also be provided on a CD-ROM, to ensure quality of the documents to be reviewed.
- 5.3 The E911 Board will consider remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and provisioning E911 or NG-911 services. Warranty and maintenance costs shall be calculated to account for only the first year warranty and maintenance costs and shall not include upfront maintenance costs to reduce the yearly service amount.
- 5.4 All grant applications shall be accompanied by at least one complete quote for equipment or services. Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated competitive complete quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three competitive quotes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of request for quotes or posting of the request with documentation of the limited responses.
- 5.5 If the grant application does not exceed the threshold amount of \$195,000, the county can initiate a request for approval for sole source funding. These will be considered on a case-by-case basis. Justification for sole source funding shall be provided with the application. Sole source will be approved if provided in accordance with Chapter 287, Florida Statutes, or with provision of a letter from the county's purchasing department that the project is a sole source procurement based on the county's purchasing requirements, which shall be provided with this grant application. Include pricing justification in the sole source letter from the county's purchasing department.
- 5.6 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the E911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance, or met the requirements of General Conditions items 5.4 or 5.5, are not required to provide three written quotes with an application for an additional year of maintenance.

- 5.7 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request. Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April. Complete quote shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables.
- 5.8 Applicants requesting items from different funding priorities should complete a separate application for each priority. See Addendum 1 - Funding Priorities for the E911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.4 and 5.5.
- 5.9 Should two or more rural counties jointly apply for a grant, each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds. In addition one combined grant application detailing the entire project and a memorandum of understanding or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition items 5.4 and 5.5.
- 5.10 Procurement shall be based on the county's purchasing requirements and the applicable State purchasing requirements, including Section 112.061, Florida Statutes. All travel and associated per diem costs proposed shall be in compliance with General Conditions item 6.3.5.
- 5.11 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing by the county before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- 5.12 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.
- 5.13 The county shall provide information on the county's preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund. The amount of grant funding award, for allowable carry forward expenditures, is limited based on the total amount of carry forward funding in the county E911 fund in excess of an amount calculated based on the allowable 30 percent carry forward amount for a two year basis in accordance with sub-paragraph 365.172(6)(a)3.c., Florida Statutes and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the Application Form item #12. Budget/Expenditure Report. This carry forward funding provision does not apply to grant applications for recurring maintenance. Maintenance contract cost is not a capital expenditure and is not an authorized expenditure of carry forward funds after the initial first year project costs included in the original capital equipment replacement or upgrade project.



5.14 Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.

5.15 Funding requests contingent upon "beta testing" or for products and services not in general production and installation will not be funded.

## **6.0 Limitation on Use of Funds**

6.1 Only eligible expenses for E911 service listed in subsection 365.172(10), Florida Statutes, (Appendix I) that are not specifically excluded in this application will be funded.

6.2 Specifically excluded E911 expenses:

6.2.1 Salaries and associated expenses for 911 coordinators and call takers or other 911 personnel will not be funded.

6.2.2 Wireline database costs from the local exchange carrier, vehicle expenses, outside plant fiber or copper cabling systems and building entrance build out costs, consoles, workstation furniture and aerial photography expenses will not be funded.

6.2.3 Wireline 911 analog trunks, administrative lines and circuits are not fundable. Recurring network and circuit costs will not be funded after the first year implementation period.

6.3 Funding limitations are specified on the following items:

6.3.1 Grant funding shall be limited to eligible equipment maintenance and warranty costs for a primary PSAP and one other PSAP per county; either a primary, a secondary or a backup.

6.3.2 Grant funding shall be limited to eligible mapping maintenance and warranty costs for a primary PSAP and one other PSAP per county; either a primary, a secondary or a backup.

6.3.3 Grant funding for 911 equipment, hardware and software shall be limited (per grant cycle) to eligible expenditures for a primary PSAP only.

6.3.4 Selective router equipment costs are limited to the primary PSAP system and are limited to one per county. For this grant program they are included under the call handling equipment priority.

6.3.4 Training cost funding is limited to new system & equipment training.

6.3.5 The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures. Allowable costs for daily per diem shall not exceed \$186.00.

## **7.0 Approval and Award**

7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.

- 7.2 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous rural county grant awards.
- 7.3 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the E911 Rural County Grant Program.
- 7.4 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in the State E911 Plan, or documented factors provided in the grant application submission.
- 7.5 Any county that requires Board of County Commissioner approval of the grant program funding, prior to commencement of the project, shall notify the E911 Board in Application Form item #10. Grant funds for approved grant applications will be held until the county provides written notification to the E911 Board of the Board of County Commissioners approval of the project prior to the funds being disbursed from the E911 Trust Fund.
- 7.6 Any conditional hold, for documentation submittal referenced in 7.2 and 7.5, is limited to the last regularly scheduled E911 Board meeting application vote established in the grant program calendar.

#### **8.0 Financial and Administrative Requirements**

- 8.1 Grant funds shall be provided on a cost reimbursement basis. Grant funds shall be deposited in an interest bearing account maintained by the grantee, and each grant shall be tracked using a unique accounting code designator for deposits, disbursements and expenditures assigned by the county. All grant funds in the account maintained by the grantee shall be accounted for separately from all other funds. Any interest generated shall be returned to the E911 Board.
- 8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however claims are limited to one request per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Appendix IV Financial Reimbursement of Expenditures Reporting Form. Incomplete claims forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.
- 8.3 Upon written request and accompanying documentation justifying the need, a county may receive a payment of funding with a completed Expenditures Reporting Form, with the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the grantee shall submit verification of payment to the vendor.
- 8.4 Reimbursement claims shall include only expenditures claimed against the specific grant number awarded and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. To assure prompt processing, complete reimbursement claims should be e-mailed to:

[E911Board-ElectronicGrantReports@dms.myflorida.com](mailto:E911Board-ElectronicGrantReports@dms.myflorida.com)

- 8.5 Grant funds, can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension. The right to incur costs under this grant expires two years from receipt of award and funds. The grantee may not incur costs and request payment or final reimbursement of funding past the expiration date.
- 8.6 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County. Failure to perform the scope of work or expenditure of funds for other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.
- 8.7 Responsibility for property and equipment obtained under a grant cannot be transferred under any circumstances. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro rata basis.
- 8.8 The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained for a minimum of five years or thereafter until the effective replacement date of the system.
- 8.9 If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold grant payments pending grantee correction of the deficiency,
- Disapprove all or part of the cost of the activity or action not in compliance,
- Suspend or terminate the current award for the grantee's project,
- Suspend or deny future grant awards.

The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statute or regulation applicable to the action involved.

- 8.10 Grant awards may be terminated in whole or in part by the Board, with the consent of the grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. Grant awards may be terminated by the grantee upon written notification to the Board, detailing the reasons for such termination, the effective date, and return of all funding.
- 8.11 Grant funds provided in excess of the amount to which the actual cost incurred to meet the terms and conditions of the grant agreement must be refunded to the E911 Board and sent to the Florida E911 Board's Post Office Box address:

- Florida E911 Board
- PO Box 7117
- Tallahassee, FL 32314

The refund shall include transmittal information detailing the amount of returned funds that are excess grant funding and/or returned interest and shall include the number of the associated grant.

**9.0 Grant Reporting Procedures**



- 9.1 Grantees will be required to submit quarterly reports summarizing cumulative expenditures and status of the grant project. Quarterly reports shall include an updated Application Form item #12 Budget/Expenditure Report and a completed Appendix III Quarterly Report Form.
- 9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
- 9.1.2 Earned interest shall be reported cumulatively and included with each quarterly report.
- 9.1.3 Updated reports and associated information should be e-mailed to [E911Board-ElectronicGrantReports@dms.myflorida.com](mailto:E911Board-ElectronicGrantReports@dms.myflorida.com).
- 9.2 At project completion, a final report shall be submitted based on the same reporting requirements described in grant reporting item 9.1. The county shall determine the final completion date based on the final payment date, or the initiation date of the warranty period. Final documentation including copies of all expenditures and corresponding invoices shall be submitted within 90 days of the final report.
- 9.3 Change requests shall be submitted prior to deviation from any awarded grant applications. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Appendix II, Request for Change Form. Any unauthorized change shall require the return of grant funds, plus any interest accrued.
- 9.3.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services, or demonstrates good cause for failure to execute a contract within twelve months of award. Good cause documentation shall include a new project timeline schedule.
- 9.3.2 Time extensions shall be limited to a maximum of one additional year when approved by the E911 Board.
- 9.3.3 Request for Change forms and associated information should be e-mailed to [E911Board-ElectronicGrantReports@dms.myflorida.com](mailto:E911Board-ElectronicGrantReports@dms.myflorida.com).
- 9.4 The Appendix III Quarterly Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 9.5 The county's Board of County Commission chairperson shall be notified when overdue quarterly reports or final reports are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.
- 9.6 Funding continuance will be based on timely submission of quarterly reports.



- 9.7 Final document submission and close-out of a grant does not affect the E911 Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

County COLUMBIA

**STATE OF FLORIDA E911 BOARD  
E911 RURAL COUNTY GRANT PROGRAM APPLICATION FORM**

Total Amount Requested: \$73,424.95

Project Title: MAINTENANCE & SUPPORT

1. Board of County Commissioners Chair: Tim Murphy

Mailing Address: 135 N.E. Hernando Ave  
Mailing: P.O. Box 1529  
City: Lake City  
State: Florida Zip: 32056 - 1529  
Phone: ( 386 ) 758-1005 Fax (386) 758-2128  
Email Address: Penny\_stanley@columbiacountyfla.com

2. County 911 Coordinator: Thomas W. Brazil

Mailing Address: Columbia County Combined Communications Center 911  
263 N.W. Lake City Av.  
City: Lake City  
State: Florida Zip: 32055 - 1529  
Phone: (386) 758- 1388 Fax: 386 758-1386  
Email Address: tbrazil@columbiacountyfla.com

3. Federal Tax ID Number: 59-6000564



5. Describe your county's existing E911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

*Columbia County operates a Type 4 Enhanced 911 System with state of the art geo-diverse, Airbus DS Communications VESTA 911 equipment which was installed May 31, 2015. It includes a nine (9) position primary PSAP center and, as the County Center is the only PSAP in Columbia County, a four (4) position side B Auxiliary PSAP designed and engineered to provide redundancy and minimize the chances of a total 911 system outage. The County also utilizes two (2) logging recorders. (1) Exacom G2 Time Gate logging recorder installed in July 2013 and (1) Equature logging recorder installed on September 2017. AT&T provides the 911 circuits, ANI/ALI data, MSAG, and selective routing services.*

6. Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

*Columbia County's E-911 system is maintained under contract with AK Associates and this grant is seeking funds to renew that contract to include:*

*Equature 911 logging recorder support (9/1/2018 - 8/31/2019) is needed to maintain the 911 logging recorder. Includes comprehensive 24/7 technical maintenance support program including support, patches and upgrades to all software components as well as hardware repairs.*

*Airbus DS Communications VESTA 911 VN server bundle as well as Orion DataSync host support and Orion DataSync client support are needed to maintain & support the VESTA 911 call taking equipment. Airbus VESTA support V-server, VESTA SPT prime, VESTA 911 Modules maintenance & support, VESTA peripherals & gateways maintenance & support. VESTA Analytics maintenance & support, VESTA Locate maintenance & support and Orion DataSync VESTA managed services & support. Fortinet Firewall maintenance, support & updates for the period of 6/1/2018 through 5/31/2019. All are needed to maintain the 911 call taking equipment.*

*The goal of this grant project is to renew and continue the maintenance and support of the above listed Airbus DS Communications products to set to expire May 31, 2018 as well as renew support agreement for Exacom to insure the continued functionality of the E-911 system in Columbia County.*

The scope of work includes AK Associates maintenance, Airbus DS Communications VESTA software, managed services, Fortinet firewall support, and help desk support of the 911 CPE as well as (Equature) software and hardware support for the logging recorder. The goal of this grant project is to renew the maintenance and support agreements to insure the continued functionality of the E911 system in Columbia County. AK Associates provides first tier routine and emergency maintenance for the E911 system and logging recorder.

Should technical support be needed from equipment manufacturer, the AK technician will act as the point of contact and agent for Columbia County.

The project is as follows:

- Software patches, fixes, upgrades and Tier II maintenance support on Airbus equipment.
- Software patches, hardware support, fixes, upgrades and Tier II maintenance support on Exacom equipment.

The maintenance support will be monitored and reviewed monthly with the vendor to assure the level of service is provided and the system is being maintained in operable working conditions.

Note: for further description see scope of work and contract decryption in attachments from AK Associates

7. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year.

Without AK associates maintenance, Airbus DS Communications, and Equature logging recorder support, Columbia County would not be able to effectively maintain the County's E-911 system.

8. Describe why your county will not be able to complete this project without this grant funding.

In section 4.4 of the State E-911 Plan, coordinators are required to develop and maintain plans to limit the impact of system failures and expedite restoration of E-911 services. Our comprehensive equipment maintenance agreement currently in place with AK Associates addresses this requirement. It is our goal to continue to provide reliable, uninterrupted 911 services. The grant funding will provide the equipment maintenance and emergency repair resources necessary to ensure operation of our E-911 system.



9. Briefly describe how this grant project would be in concurrence with the State E911 Plan.

*Columbia County currently contracts with AK Associates for E-911 system service and maintenance. We need these funds to renew the AK Associates maintenance, Airbus DS Communications VESTA equipment & Fortinet Firewall for period of 6/1/2018 through 5/31/2019.*

*In addition we will renew Equature Recorder Second Tier Support for 9/1/2018 through 8/31/2019.*

*Receipt of these funds will allow continuance of our current maintenance contracts without interruption or lapse in maintenance coverage.*

10. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.

*Columbia County will renew the AK Associates maintenance, Airbus DS Communications VESTA equipment, and Fortinet Firewall Support for the period of 6/1/2018 through 5/31/2019.*

*In addition we will renew Equature Recorder Second Tier Support for period 9/1/2018 through 8/31/2019.*

11. Sole source justification (if applicable).

*This will be a sole source procurement in compliance with Columbia County's purchasing policies avoid voiding any existing maintenance and warranty agreements.*







## Appendix I

**NO requests for funding will be acknowledged for any items not specified in subsection 365.172 (10), Florida Statutes (shown below).**

### AUTHORIZED EXPENDITURES OF E911 FEE.—

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification and recertification and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administrating the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety telecommunicators as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

**Request for Change**

**Name of County:** \_\_\_\_\_

BUDGET LINE ITEM	CHANGE FROM	CHANGE TO
<b>TOTAL</b>	\$	\$

Justification For Change:

_____ Signature of Authorized Official	_____ Date

For E911 Board use only.

Approved: Yes  No

_____ E911 Board's Authorized Representative	_____ Date
---	---------------

**Quarterly Report**

County: \_\_\_\_\_

Grant Number: \_\_\_\_\_

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

Project Status Update:

Problems/Delays:

<hr style="border: none; border-top: 1px solid black;"/>	<hr style="border: none; border-top: 1px solid black;"/>
Signature of Authorized Official	Date

**Appendix IV Financial Reimbursement of Expenditures Reporting Form**

Prepare an itemized request for reimbursement expenditures in each budget categories for each deliverable. Attach copies of purchase orders and paid vouchers, invoices, copies of checks, journal transfers, required for expenditure justifications. If there is insufficient space, please include details in an attachment.

County:		Grant Number:		Request Number:		Request Date:	
---------	--	---------------	--	-----------------	--	---------------	--

Budget Categories				Previous Request Amount (\$)	Current Request Amount (\$)
Deliverable Items	Unit Price (\$)	Quantity	Total Amount (\$)		
A. Systems (Hardware, Software, Equipment & Labor)					
B. Services (Training, Maintenance and Warranty Items)					
<b>Grant Request Total</b>					

<b>Request payment of funding (if applicable)</b> <input type="checkbox"/>
Justification of payment funding need:

\_\_\_\_\_  
Signature, County 911 Coordinator

## Addendum I

### Funding Priorities for the E911 Rural County Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida E911 Rural County Grant Program will be made on a priority basis. There will be five priorities as identified below:

**PRIORITY 1:** Rural counties with E911 Phase II Primary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

**PRIORITY 2:** Rural counties with E911 Phase II systems that require maintenance or warranty agreements for maintaining enhanced 911 status. This may include the following, listed in order of funding priority a through c:

- a: E911 System Maintenance (pertaining exclusively to items listed in Priorities 3a-h only)
- b: Hosted E911 System Service for subsequent years, after the first year.
- c: E911 Mapping System Maintenance (pertaining exclusively to items listed in Priority 5a only)

**PRIORITY 3:** Rural counties with E911 Phase II Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining E911 Phase II status. This may include the following, listed in order of funding priority a through h:

- a: Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display and call answering.
- b: Lightning Protection Equipment
- c: Uninterruptible Power Supply Equipment
- d: E911 Voice Recording Equipment
- e: County E911 Standalone ALI Database Equipment
- f: E911 Map Display Equipment
- g: New additional 911 Call Taker Position Equipment
- h: Net clock

**PRIORITY 4:** Rural counties with E911 Phase II Systems requesting consolidation of E911 PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one.

**PRIORITY 5:** Rural counties with E911 Phase II Systems that require mapping services necessary for maintaining E911 Phase II Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

- a: E911 Mapping System Equipment - E911 map generation hardware and software licensing is limited to components for two stations
- b: GIS Centerline, point generation and map accuracy services

Regional E911 system project requests related to systems, equipment and maintenance will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida E911 Rural County Grant Program for any E911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under sections 365.172 and 365.173, Florida Statutes.



## COUNTY E911 FISCAL INFORMATION

Item No.	E911 Fee Revenues		
1	County	Columbia	Fiscal Year
			2017
2	Wireless E911 Fee Revenue	\$ 118,478.92	
3	Non-wireless E911 Fee Revenue	\$ 81,234.97	(LEC, wireline, & VoIP)
4	Prepaid E911 Fee Revenue	\$ 49,778.07	
5	E911 State Grant Revenue	\$ -	(Grant required unique accounting code)
6	Rural County Grant Revenue	\$ 13,435.00	(Grant required unique accounting code)
7	Emergency Grant Revenue	\$ -	(Grant required unique accounting code)
8	Rural County Supplemental Disbursement	\$ -	
9	E911 Board Special Disbursement	\$ 52,200.00	
10	Total E911 Fee Revenue	\$ 249,491.95	Carry Forward Fee Revenue calculation (Item #2 + Item #3 + Item #4)
Item No.	E911 Allowable Expenditures		
11	E911 Fee Revenue and Supplemental and Special Disbursement Expenditures	\$ 301,691.96	
12	County Funded E911 Expenditures	\$ 279,114.03	
13	Subtotal Expenditures	\$ 580,805.99	Calculation (Item #11 + Item #12)
14	E911 State Grant Expenditures	\$ -	
15	Rural County Grant Expenditures	\$ 80,645.00	
16	Emergency Grant Expenditures	\$ -	
17	Subtotal Grant Expenditures	\$ 80,645.00	Calculation Item #14 + Item #15 + Item #16
18	Total E911 Expenditures	\$ 661,450.99	Calculation Item #13 + Item #17
Item No.	E911 Carry Forward & Excess Cost Recovery Calculation		
19	Allowable County Carry Forward Amount	\$ 127,047.59	Maximum allowable calculation (30% of fee revenue Item #10) + (full amount of Item #8 + Item #9 disbursements). Grants are under unique accounting codes and are not included in calculations.
20	Actual County Carry Forward Amount	\$ -	Limited by paragraph 365.173(2)(d), Florida Statutes. Assure amount is equal to or less than Item #18
22	Excess Cost Recovery	\$ (279,114.03)	Calculation (Item #10 + Item #8 + Item #9 - Item #13 - Item #20) Positive amount equals excess cost recovery amount to be returned to the E911 Board.
Item No.	Contact Information		
24	Name of person preparing response:	Danielle L Beard	
25	Title/Position of person preparing response:	Finance Director	
26	Telephone number:	386-758-1152	
27	E-Mail address of person preparing response:	dbeard@columbiacountyfla.com	
28	Date:	12/1/2017	
In accordance with paragraph 365.173(2)(d) and 365.172(6)(a)3, Florida Statutes			



Quote Number: AK021018-704

Site (name/#): Columbia County, Fl. Side A (EOC)

Contact: Thomas Brazil

Email: [tbrazil@columbiacountyfla.com](mailto:tbrazil@columbiacountyfla.com)

Reference: AK71767-1

Date Issued: February 10, 2018

Scope of Work: Airbus Support Side A (06/01/2018 - 05/31/2019). Airbus support includes: Comprehensive 24/7 telephone support, Software bug fixes, and Software upgrades.

**VESTA® 9-1-1**

Qty.	Part No	Description	Unit Price	U/M	Total
1	04000-68005-RNWL	<b>VM Medium Server Bundle</b> V-SVR BASIC RNWL SPT 1YR	\$95.00	EA	\$95.00
<b>VESTA® 9-1-1 Prime Standard Operations</b>					
9	SS-OPR-VSSL-1Y	SPT VPRIME 1YR	\$1,040.00	EA	\$9,360.00
<b>VESTA® 9-1-1 IRR Module</b>					
9	809800-35110	V911 IRR SW SPT 1YR	\$188.00	EA	\$1,692.00
1	809800-35120	V911 ACT VIEW SW SPT 1YR	\$662.00	EA	\$662.00
2	04000-00186	SW SPT M1000 GATEWAY 1YR	\$300.00	EA	\$600.00
VESTA® 9-1-1 Subtotal					\$12,429.00

**VESTA® Analytics**

Qty.	Part No	Description	Unit Price	U/M	Total
9	SA-MSG-ALSL-1Y	<b>VESTA® Analytics - Standard Multi Product Purchase</b> SPT V-ANLYT STD 1YR	\$123.00	EA	\$1,107.00
VESTA® Analytics Subtotal					\$1,107.00

**VESTA® Locate**

Qty.	Part No	Description	Unit Price	U/M	Total
9	809800-11406	<b>VESTA® Locate Mapping Multi Product Purchase</b> V-LOC SPT RNW 1YR	\$662.00	EA	\$5,958.00
VESTA® Locate Subtotal					\$5,958.00

**VESTA® DataSync**

Qty.	Part No	Description	Unit Price	U/M	Total
1	809800-01389	<b>VESTA® DataSync 4.1 (LAN)</b> ORDS HOST SPT 1YR	\$567.00	EA	\$567.00
9	809800-01384	ORDS CLIENT SPT 1YR	\$28.00	EA	\$252.00
VESTA® DataSync Subtotal					\$819.00

**VESTA® Network Management Center**

Qty.	Part No	Description	Unit Price	U/M	Total
19	809800-16231	<b>Security Management Solution</b> SEC MGMT 3.1 SVC 1YR	\$379.00	EA	\$4,927.00
VESTA® Network Management Center Subtotal					\$4,927.00





Quote Number: AK021018-704

Site (name/#): Columbia County, FL Side B (BU)

Contact: Thomas Brazil

Email: [tbrazil@columbiacountyfla.com](mailto:tbrazil@columbiacountyfla.com)

Reference: AK71757-2

Date Issued: February 10, 2017

Scope of Work: Airbus Support Side B (06/01/2018 - 05/31/2019). Airbus support includes: Comprehensive 24/7 telephone support, Software bug fixes, and Software upgrades.

**VESTA® 9-1-1**

Qty	Part No	Description	Unit Price	U/M	Total
1	04000-88005-RNWL	<b>VM Medium Server Bundle</b> V-SVR BASIC RNWL SPT 1YR	\$95.00	EA	\$95.00
4	SS-OPR-VSSL-1Y	<b>VESTA® 9-1-1 Licenses</b> <b>VESTA® 9-1-1 Prime Standard Operations</b> SPT VPRIME 1YR	\$1,040.00	EA	\$4,160.00
4	809800-35110	<b>VESTA® 9-1-1 IRR Module</b> VS11 IRR SW SPT 1YR	\$188.00	EA	\$752.00
1	809800-35120	<b>VESTA® 9-1-1 Activity View</b> V911 ACT VIEW SW SPT 1YR	\$662.00	EA	\$662.00
2	04000-00186	<b>Peripherals &amp; Gateways</b> SW SPT M1000 GATEWAY 1YR	\$300.00	EA	\$600.00
<b>VESTA® 9-1-1 Subtotal</b>					<b>\$5,269.00</b>

**VESTA® Analytics**

Qty	Part No	Description	Unit Price	U/M	Total
4	SA-MSG-ALSL-1Y	<b>VESTA® Analytics - Standard Multi Product Purchase</b> SPT V-ANLYT STD 1YR	\$123.00	EA	\$492.00
<b>VESTA® Analyt.cs Subtotal</b>					<b>\$492.00</b>

**VESTA® Locate**

Qty	Part No	Description	Unit Price	U/M	Total
4	809800-11406	<b>VESTA® Locate Mapping Multi Product Purchase</b> V-LOC SPT RNW 1YR	\$562.00	EA	\$2,648.00
<b>VESTA® Locate Subtotal</b>					<b>\$2,648.00</b>

**VESTA® DataSync**

Qty	Part No	Description	Unit Price	U/M	Total
4	809800-01364	<b>VESTA® DataSync 4.1 (LAN)</b> ORDS CLIENT SPT 1YR	\$28.00	EA	\$112.00
<b>VESTA® DataSync Subtotal</b>					<b>\$112.00</b>

**VESTA® Network Management Center**

Qty	Part No	Description	Unit Price	U/M	Total
6	809800-16231	<b>Security Management Solution</b> SEC MGMT 3.1 SVC 1YR	\$379.00	EA	\$2,274.00
<b>VESTA® Network Management Center Subtotal</b>					<b>\$2,274.00</b>

### Quote Summary

PRODUCT	TOTAL
VESTA® 5-1-1	\$12,409.00
VESTA® Analytica	\$1,107.00
VESTA® Locate	\$6,968.00
VESTA® DataSync	\$819.00
VESTA® Network Management Center	\$4,927.00
<b>TOTAL Side A</b>	<b>\$26,230.00</b>

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version. Quote is valid for 120 days.

*AK Associates provides the first line of 24/7 support to the customer through the established call out procedure. Should technical support be needed from the equipment vendor, the AK technician will act as the point of contact and agent of the customer, and will establish vendor contact and work with the vendor's representative to resolution.*

**Quote Summary**

<b>PRODUCT</b>	<b>TOTAL</b>
VESTA® 9-1-1	\$6,268.00
VESTA® Analytics	\$492.00
VESTA® Locate	\$2,848.00
VESTA® DataSync	\$112.00
VESTA® Network Management Center	\$2,274.00
<b>Side B Total</b>	<b>\$11,796.00</b>
<b>Side A Total</b>	<b>\$26,220.00</b>
<b>GRAND TOTAL Side A &amp; B</b>	<b>\$37,016.00</b>

Disclaimer: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version. Quote is valid for 120 days.

*AK Associates provides the first line of 24/7 support to the customer through the established call out procedure. Should technical support be needed from the equipment vendor, the AK technician will act as the point of contact and agent of the customer, and will establish vendor contact and work with the vendor's representative to resolution.*



Quote Number: AK021018-703

Site (name/#): Columbia County, FL

Contact: Thomas Brazil

Email: [tbrazil@columbiacountyfla.com](mailto:tbrazil@columbiacountyfla.com)

Reference:

Date Issued: February 10, 2018

Scope of Work: AK Elite Premier Maintenance(06/01/18 -05/31/19)

Description	Total
<p><b>AK Elite Premier Maintenance</b></p>	<p><b>\$28,558.00</b></p>
<p>AK Elite Premier Maintenance- Includes (labor only) maintenance service for 9-1-1 systems. • Response time for minor and major outages is within (2) hours. All other non-critical maintenance issues will have a next business day response. • Remote diagnostics, will be done immediately upon receipt of service problem. • It also provides daily remote diagnostics during normal business days. If corrective action is needed it will be performed remotely or by an on-site visit. • Provides a weekly on-site preventive maintenance program during regular business hours (number of days is depending on selection of options 1 – 5 days). • Engineering- Design of PSAP, Call Routing Database, Direct trunking for VoIP, Landline and Wireless trunking. Design of i3 NENA technology for text messaging. • Project Management / Consulting Services included for all new projects associated with PSAP management, design and implementation. • Technical Support for system implementation for all new technologies including i3 VoIP, CAD integration, text messaging and Mapping API integration. Includes no incurred costs for expansion, move of equipment and upgrades of the existing 9-1-1 system.</p>	
<p><i>AK Associates provides the first line of 24/7 support to the customer through the established call out procedure. Should technical support be needed from the equipment vendor, the AK technician will act as the point of contact and agent of the customer, and will establish vendor contact and work with the vendor's representative to resolution.</i></p>	
<p><b>Total</b></p>	<p><b>\$28,558.00</b></p>

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version. Quote is valid for 120 days.



Quote Number: AK021018-706

Site (name/#): Columbia County, FL

Contact: Thomas Brazil

Email: [tbrazil@columbiacountyfla.com](mailto:tbrazil@columbiacountyfla.com)

Reference:

Date Issued: February 10, 2018

Scope of Work: Fortinet Firewall Support (06/01/18 - 05/31/19)

	Description	Total
FC619930-1	<b>Fortinet Firewall Support</b> 24x7 Comprehensive Web Support, OS updates, Advance return and replace for FortiWiFi - 60cm.	<b>\$303.95</b>
<i>AK Associates provides the first line of 24/7 support to the customer through the established call out procedure. Should technical support be needed from the equipment vendor, the AK technician will act as the point of contact and agent of the customer, and will establish vendor contact and work with the vendor's representative to resolution.</i>		
<b>Total</b>		<b>\$303.95</b>

Disclaimer: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version. Quote is valid for 120 days.



# Maintenance Invoice

Invoice #
20898

Bill To	Ship To
Accounts Payable Columbia County 911 Dispatch Communication Center (Lab) 263 NW Lake City Ave Lake City FL 32025 United States	Tom Brazil, Director Columbia County 911 Dispatch Communication Center 263 NW Lake City Ave Lake City FL 32025 United States

Terms	PO #	Account #	MA Start Date	MA End Date
Due on receipt		174635	9/1/2018	8/31/2019

Item	MA Qty	Description	Unit Price	Serial Numbers	Amount
M/A Recorders	1	Maintenance Agreement on below listed equipment from 9-1-2018 through 8-31-2019 on:	7,550.00		7,550.00
M/A Recorders	41	EQTR001 Voice - Equature Voice Capture license per device - requires digital / analog recording cards	0.00	EQ300051	0.00
M/A Recorders	9	EQV001 VoIP - Equature VoIP Capture license per device - compliant with H323, SCCP, SIP and other VoIP protocols	0.00		0.00
M/A Recorders	2	EQLDA24 - LD2409 24-Port Analog Recording card	0.00		0.00
M/A Recorders	1	EQAIS4U - Equature 4U Chassis (Expandable) Full Unlimited Site License Proactive Alert Response Package Dual-Plug Power Supply 180,000 - Hour (RAID 5 w/Hot Swap Online) 50,000 - Hour (RAID 1 Archive)	0.00		0.00
M/A Recorders	1	EQSPSVR Server - Equature Speech Server License	0.00		0.00
M/A Recorders	4	EQSPD001 Device - Equature Speech Analytics - Device License	0.00		0.00
M/A Recorders	1	EQAPP Capture - Application Capture for Public Safety	0.00		0.00
M/A Recorders	1	EQANI Data Feed - External Data feed integration for Equature. Includes ANI/ALI and SMDR/CDR records	0.00		0.00
M/A Recorders	9	EQSC001 Screen - Equature Screen Capture License per device - compliant with Win2000, Win XP, Win2003 Server / Win2003 Server & Windows Vista	0.00		0.00
M/A Recorders	28	EQSV001 Survey - Equature Survey License per user - compliant with all communication types: email, chat, voice. Unlimited supervisor scoring and unlimited retrieval	0.00		0.00
M/A Recorders	1	Maintenance includes: -Software updates and support -Telephone/Remote (Desktop Streaming Support) -All Labor -All Parts -Priority Service	0.00		0.00

PLEASE PAY INVOICE ON OR BEFORE MAINTENANCE START DATE   Credit card accepted for payment with an additional 3% surcharge to be added. (18-19JR)	Total	\$7,550.00
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# 2

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: February 15, 2018 Meeting Date: March 1, 2018

Name: Tom Brazil Department: 9-1-1 Communications Center Manager

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

Obtain copy of AT&T ALI & MASG databases for comparison to our in-house GIS data for anticipated change of our 911 call taking mapping solution to be funded in the E-911 Rural Spring Grant.

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

2. Fiscal impact on current budget.

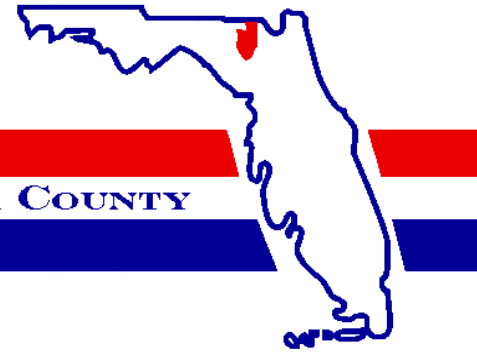
Is this a budgeted item? [ ] N/A [X] Yes Account No. 001-2510-525.30-41 [ ] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only:

[X] Consent Item [ ] Discussion Item



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

**MEMORANDUM**

DATE: February 15, 2018

TO: Ben Scott County Manager via Scott Ward Assistant County Manager

FR: Thomas W. Brazil  
Manager / 911 Coordinator  
911 Communications Center

RE: AT&T Snapshot of ALI & MSAG Database

For some time the 911 Communications Center has been working with our 911 service provider (AT&T) and our 911 maintenance vendor (AK Associates) to replace the mapping solution on of Aidbus Vesta call taking system. The current mapping solution is Vela Maps, which is no longer supported, or updated by the manufacturer. He have obtained quotes from various vendors for a replacement mapping solution that is ESRI based to be compatible with our County GIS database, as well as being locally updatable. The low bid for this mapping solution was from the company Datamaster and we plan to apply for funding for this 911 mapping solution in the Florida E-911 Board Spring Grant cycle.

To facilitate this change of our mapping solution, our first step is to do a database comparison of the Automatic Location Identification (ALI) database maintained by AT&T and the Master Street Address Guide (MSAG) database maintained by Intrado/West, under contract with AT&T. AT&T has provided a quote for their producing this data in an Excel format for us to do our comparison. The cost for this data is a one-time charge of \$998.00. AT&T provided a cost breakdown for our Database Snapshot as follows:

In 2016 there were 23,995 total hard wire telephone lines in AT&T records.

This Snapshot COST will be : ( One-time charge)

\$31 per 1000 Lines x 24 = \$744  
Preparation Charge = \$194  
Excel Format Charge = \$ 60

TOTAL \$998 One- time charge.

I am seeking Board approval to enter into the Special Service Agreement with AT&T in the amount of \$998.00 for this service.

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





## Special Service Arrangement Agreement

Case Number FL18-0277-00

This Special Service Arrangement (SSA) Agreement (“Agreement”) is by and between BellSouth Telecommunications, LLC d/b/a AT&T Florida, (“Company”) and Columbia County (“Customer” or “Subscriber”). This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement (“Service”). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein and except as otherwise provided in Section 13 below, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement,



## Special Service Arrangement Agreement

Case Number FL18-0277-00

termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Florida.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

### Company

BellSouth Telecommunications, LLC d/b/a AT&T Florida  
Assistant Vice President  
2001 NW 64TH ST - STE 300  
Ft Lauderdale, FL 33309-

### Subscriber

Columbia County  
263 NW Lake City Ave  
Lake City, FL 32055-

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. Customer and Company acknowledge and agree that to the extent the Service provided under this Agreement is deregulated or de-tariffed by operation of law, regulation, or otherwise, all references in this Agreement to "BellSouth General Subscriber Services Tariff", "BellSouth tariffs", "BellSouth's lawfully filed tariffs", or any other reference to BellSouth's tariffs on file with the Public Service Commissioner(s) of the applicable state or states shall be deemed reference to the terms set forth in this Agreement, as well as the Service



## Special Service Arrangement Agreement

Case Number FL18-0277-00

Descriptions and Price Lists and the BellSouth Service Agreement, all of which can be found at the link found at <http://cpr.bellsouth.com/>, all incorporated herein by reference as if fully included herein. Customer agrees such deregulated or de-tariffed Service shall be provided in accordance with the terms and conditions set forth in this Agreement, the Service Descriptions and Price Lists for each applicable state or states and the BellSouth Service Agreement found at the link above. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of this Agreement and those incorporated by reference, the terms and conditions set forth in the body of this Agreement shall govern.

14. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions including all terms set forth in the Service Descriptions and Price Lists found at <http://cpr.bellsouth.com/>, as applicable. Customer further agrees that this Agreement and any attachments hereto, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Customer and Company to this Agreement.



**Special Service Arrangement Agreement**

Case Number FL18-0277-00  
Option 1 of 1

Offer Expiration: This offer shall expire on: 6/13/2018.

Estimated service interval following acceptance date: Negotiable weeks.

**Service description:**

This Special Service Arrangement provides E9-1-1 Database Snapshot. This information is provided to the Company's E9-1-1 Subscribers which are current subscribers of the Company's tariffed E9-1-1 ANI/ALI or ANI/ALI/SR service.

This Agreement is on a month-to-month basis. A request of one (1) Database Snapshot per month is allowed.

The service interval will be negotiated.



**Special Service Arrangement Agreement**

Case Number FL18-0277-00  
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:  
Columbia County

By: \_\_\_\_\_  
Authorized Signature

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

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

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

Company:  
BellSouth Telecommunications, LLC d/b/a AT&T Florida

By: \_\_\_\_\_  
Authorized Signature

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

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

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





**Special Service Arrangement Agreement**

Case Number FL18-0277-00  
Option 1 of 1

**RATES AND CHARGES**

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	E9-1-1 Database Snapshot, Per Request, Per 1,000 Records	\$31.00	\$ .00	WGGLF
2	E9-1-1 Database Snapshot, Conversion of .txt file to Excel format, Per Conversion	\$60.00	\$ .00	WHH6Y
3	E9-1-1 Database Snapshot, Overnight delivery of E9-1-1 Database Extract, Per Request	\$45.00	\$ .00	WHH6Z
4	Contract Preparation Charge	\$194.00	\$ .00	WGGVF



## Special Service Arrangement Agreement

Case Number FL18-0277-00  
Option 1 of 1

### RATES AND CHARGES

#### NOTES:

1. Database Snapshot provides the information contained in the Company's E9-1-1 Database for a specified geographical location at a designated period in time. This information is provided to E9-1-1 Subscribers which are current subscribers of the Company's tariffed ANI/ALI or ANI/ALI/SR service.
2. The Subscriber will be responsible for all long distance charges incurred when accessing the database.
3. The following guidelines will be applicable to Subscribers of this service:
  - a. The Subscriber shall limit the use of the information contained in the Database Snapshot to the verification of documents, records or other information used in the provision of the E9-1-1 service provided by the Company and for no other purpose. The information cannot be sold or used for outbound emergency notification.
  - b. The Subscriber further understands and agrees that it is strictly prohibited from reproducing, publishing, reselling, disclosing, tampering with, or providing access to information included in the Database Snapshot for any purpose other than the verification of its E9-1-1 customer records, documents, or other information used in the provision of the E9-1-1 service provided by the Company.
  - c. The Subscriber agrees that the Database Snapshot shall be password protected and secure from entry by non-authorized personnel.
  - d. The Subscriber understands and agrees that the Company shall not modify its network operations or protocols to accommodate PSAP equipment.
  - e. The Subscriber recognizes and agrees that the Database Snapshot contains the name, address and telephone number of subscribers who have instructed the Company to restrict access to the information through the designation of the information for unpublished and non-published treatment. The Subscriber further recognizes and agrees that such information is confidential and such information will be protected from disclosure, distribution or dissemination except for Subscriber's employees involved in the provision of E9-1-1 service with a need to know such information.
  - f. All confidential information shall be destroyed or promptly returned to the Company at the Company's request.
  - g. The Subscriber agrees in the event any breach of this Agreement occurs that monetary damages would not be sufficient and the Company would be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement.
4. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the tariff apply.

#### END OF ARRANGEMENT AGREEMENT OPTION 1

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**Special Service Arrangement Agreement**

Case Number FL18-0277-00  
Option 1 of 1



# 3

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: February 23, 2018 Meeting Date: March 1, 2018

Name: Ben Scott Department: BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

Addendum to License Agreement for Fort White Ballfields

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? [X] 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:

[X] 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**

TO: Commissioners

FR: Ben Scott, County Manager *Ben Scott*

DATE: February 22, 2018

SUBJECT: License Agreement for Fort White Ballfields

---

Please find attached for your review and approval Addendum 1 for Fort White Babe Ruth Baseball Association and Fort white Girls Softball Association. The addendum defines the fields to be used for each group and scheduling of tournaments on those fields.

I met with the representatives of the associations and they agreed to the addendum.

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



**Columbia County Board of County Commissioners**  
**License Agreement with Ft. White Babe Ruth Baseball Association, Inc.**  
**Addendum 1**

This addendum shall identify the specific location of the Sports Park for the purposes of this agreement.

Page 2, Section 2: LICENSE TO OPERATE COMPLEX

County, subject to the terms of this agreement, grants to FWBRBA and FWBRBA accepts from County, a non-exclusive license to have non-exclusive possession of, and to manage and operate the "Sports Park" to be used exclusively by FWBRBA, for training the youth of the community to play and to schedule and play games by and between teams organized by FWBRBA and other teams scheduled and approved by FWBRBA. The "Sports Park" is defined as Fields 1 through 4, concession stand 1, and batting cages 1 through 4, as per attached.

Page 3, Section 7: SCHEDULING OF EVENTS

FWBRBA, in cooperation with the Director of the Columbia County Landscaping and Parks Department, (the Director), shall have the right to determine dates and times that teams may use the softball facilities. A schedule listing of the names, dates and times that each team or organization is authorized to use the softball facility shall be filed with and approved by the Director. FWBRBA is required to obtain approval from the Director for all in-house or league tournaments for purposes of establishing a master usage calendar. In the event of disagreements between FWBRBA and the Director, the Director shall have the right to make the final decision. All tournaments must first be scheduled with and approved by the Columbia County Tourist Development Council (the TDC) which shall make the final decision. During scheduled tournaments, all fields, 1 through 6, shall be accessible for use at the County's discretion.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Name

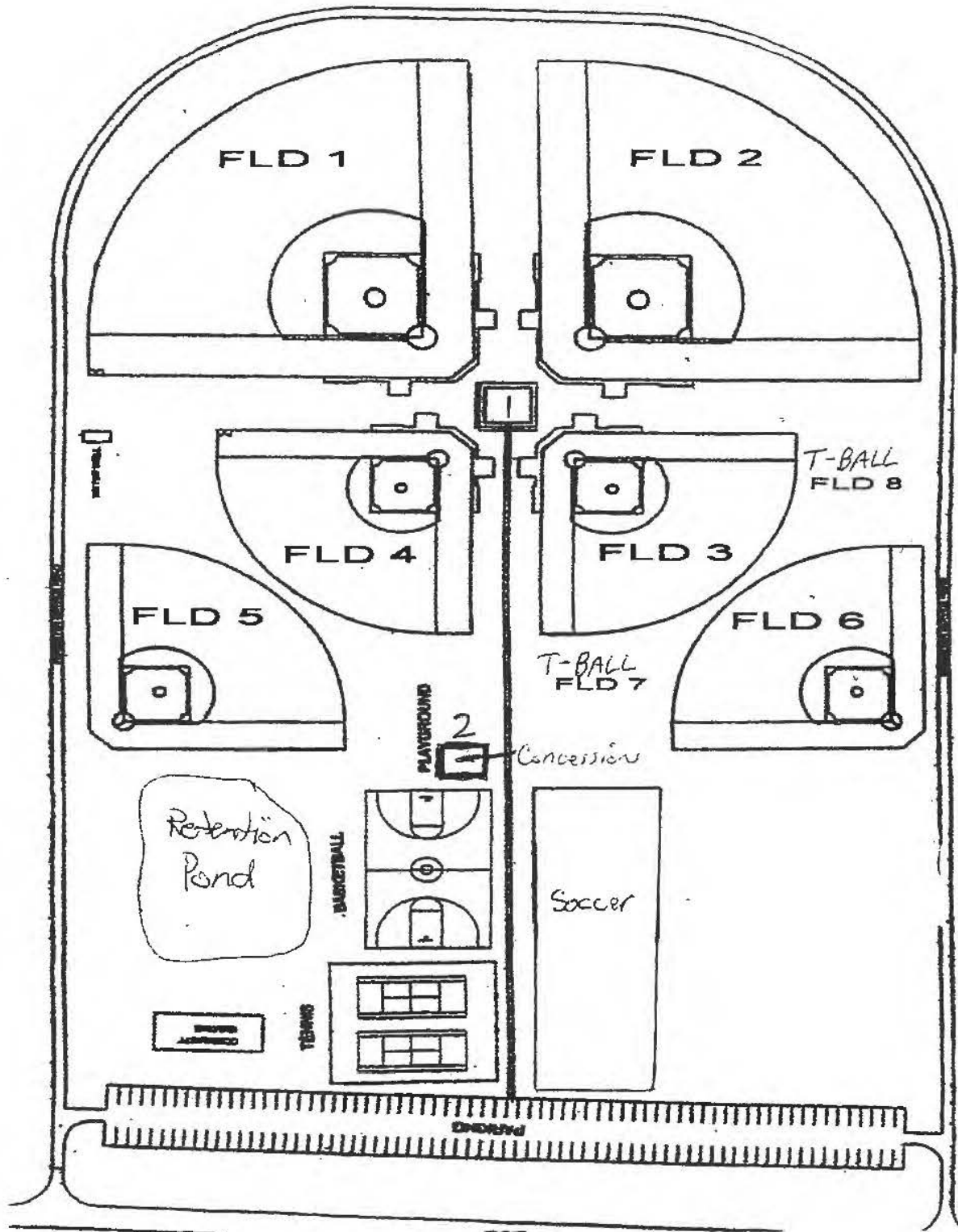
\_\_\_\_\_  
Tim Murphy, Chairman  
Board of County Commissioners

Signed, sealed and delivered in the presence of:

Cedric May  
\_\_\_\_\_  
Witness  
Cedric May  
\_\_\_\_\_  
Print Name

Shull  
\_\_\_\_\_  
Witness  
Sherry Miller  
\_\_\_\_\_  
Print Name

[Signature]  
\_\_\_\_\_  
President, FWBRBA



**Columbia County Board of County Commissioners**  
**License Agreement with Ft. White Girls Softball Association**  
**Addendum 1**

This addendum shall identify the specific location of the Sports Park for the purposes of this agreement and establishing a master calendar schedule.

Page 2, Section 2: LICENSE TO OPERATE COMPLEX

County, subject to the terms of this agreement, grants to FWGSA and FWGSA accepts from County, a non-exclusive license to have non-exclusive possession of, and to manage and operate the "Sports Park" to be used exclusively by FWGSA, for training the youth of the community to play and to schedule and play games by and between teams organized by FWGSA and other teams scheduled and approved by FWGSA. The Sports Park is defined as Fields 5 and 6, concession stand 2, and batting cages 5 and 6, as per attached.

Page 3, Section 7: SCHEDULING OF EVENTS

FWGSA, in cooperation with the Director of the Columbia County Landscaping and Parks Department, (the Director), shall have the right to determine dates and times that teams may use the softball facilities. A schedule listing of the names, dates and times that each team or organization is authorized to use the softball facility shall be filed with and approved by the Director. FWGSA is required to obtain approval from the Director for all in-house or league tournaments for purposes of establishing a master usage calendar. In the event of disagreements between FWGSA and the Director, the Director shall have the right to make the final decision. All tournaments must first be scheduled with and approved by the Columbia County Tourist Development Council (the TDC) which shall make the final decision. During scheduled tournaments, all fields, 1 through 6, shall be accessible for use at the County's discretion.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

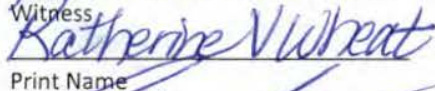
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
Witness

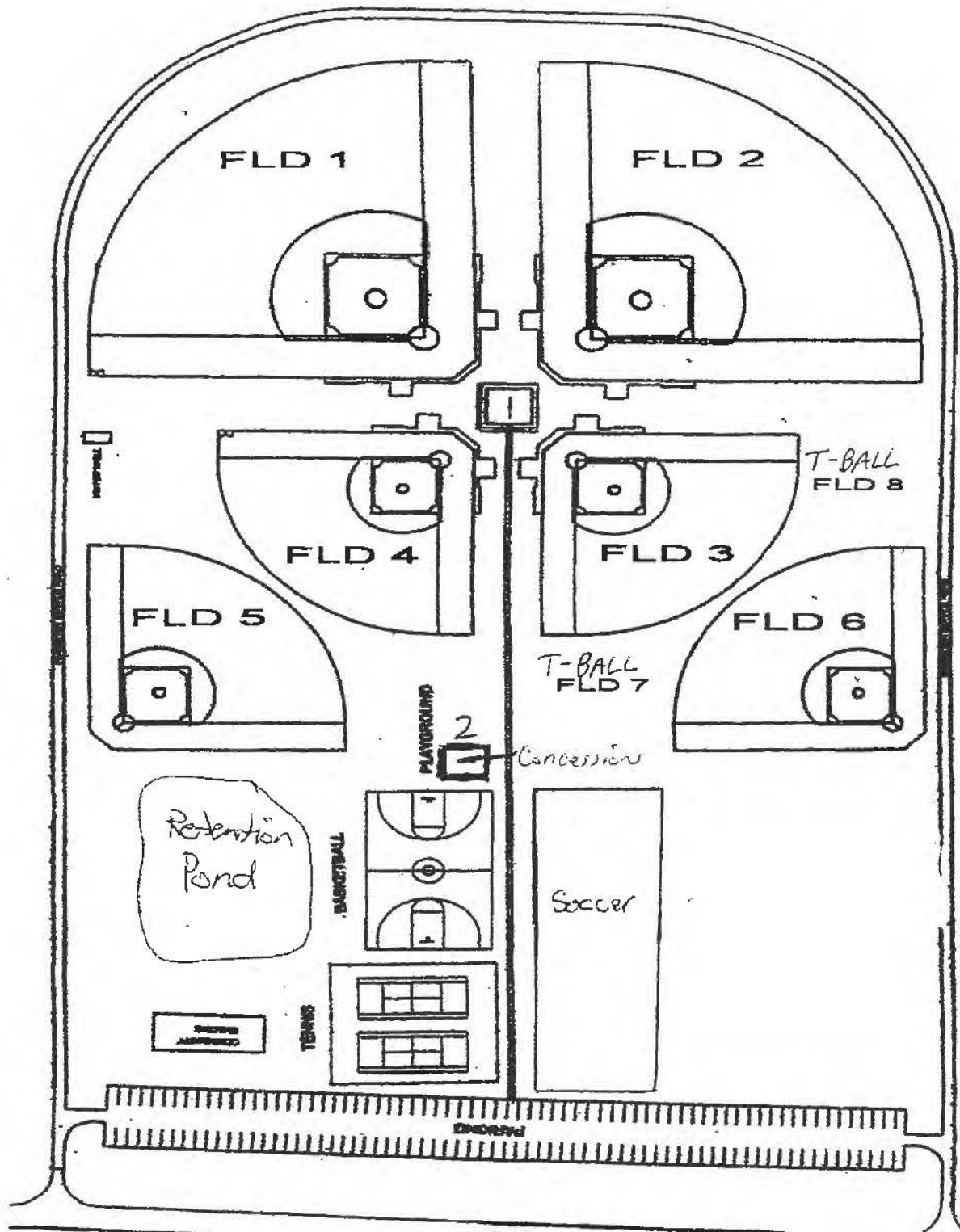
  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Tim Murphy, Chairman  
Board of County Commissioners

  
\_\_\_\_\_  
President, FWGSA





# 4

### 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: February 23, 2018 Meeting Date: March 1, 2018

Name: Ben Scott Department: BCC Administration

Division Manager's Signature: *Ben Scott*

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

**Proposal for legal services on the County's annual assessment programs**

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. Various  
 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



TALLAHASSEE  
1500 Mahan Drive  
Suite 200  
Tallahassee, Florida 32308  
(850) 224-4070 Tel  
(850) 224-4073 Fax



TAMPA  
2502 Rocky Point Drive  
Suite 1060  
Tampa, Florida 33607  
(813) 281-2222 Tel  
(813) 281-0129 Fax

FORT LAUDERDALE  
110 East Broward Boulevard  
Suite 1700  
Fort Lauderdale, Florida 33301  
(954) 315-3852 Tel

February 7, 2018

**Via Electronic Mail**

Ben Scott  
Columbia County Manager  
Post Office Box 1529  
Lake City, Florida 32056-1529

Re: Proposal for legal services on the County's annual fire protection, solid waste, Rolling Oaks, Pine Ridge, Emerald Lakes, Spring Hollow and Carolyn Heights assessment programs

Dear Mr. Scott:

Enclosed please find this firm's proposal for special assessment legal services for the County. These services will be provided for the annual Columbia County Municipal Benefit Unit for Fire Protection Services, the annual Columbia County Municipal Services Benefit Unit for Solid Waste Services; the annual Rolling Oaks Municipal Services Benefit Unit, the Pine Ridge Court Services Benefit Unit, the Emerald Lakes street lighting assessment, the Spring Hollow street lighting, and the Carolyn Heights street lighting programs for Fiscal Year 2018-19.

Enclosed as Appendix A you will find our scope of services, proposed lump sum fee of \$16,500.00, and a payment schedule to assist the County in the ongoing updating and implementation of its assessment programs for Fiscal Year 2017-18.

In addition to the legal work needed to update and implement the County's assessment programs on an annual basis, we will also keep the County informed of any modifications that may be advisable or necessary due to judicial decisions or legislative action.

Please review the attached scope of services. The execution of this letter agreement indicates acceptance of this proposal and notice to proceed. Upon execution of this agreement, please provide me with one signed copy for our file.

Ben Scott  
February 7, 2018  
Page 2

We have enjoyed our past relationship with the County and look forward to working together again on this project. Please feel free to call me with any questions or concerns you may have.

Very truly yours,



Heather J. Encinosa

HJE:sib

Attachment

cc: Joel F. Foreman, County Attorney (w/att.)

**Accepted and Agreed To:**

**Date:**

By: \_\_\_\_\_  
Columbia County

\_\_\_\_\_

**ANNUAL FIRE PROTECTION, SOLID WASTE, ROLLING OAKS,  
PINE RIDGE, EMERALD LAKES, SPRING HOLLOW AND  
CAROLYN HEIGHTS ASSESSMENT PROGRAMS**

**Scope of Services**

- 1) Advise the County on the legal requirements for imposing annual fire protection, solid waste, Rolling Oaks, Pine Ridge, Emerald Lakes, Spring Hollow and Carolyn Heights street lighting special assessments, including special benefit, fair apportionment, and procedures.
- 2) Advise the County on any judicial decisions or legislative actions that may affect or require modifications to the County's assessment programs.
- 3) Draft the preliminary and annual rate resolutions that conform to the assessment ordinances, already adopted.
- 4) Assist with the legal requirements for the adoption of the preliminary and annual rate resolutions and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including: (a) the development of the first class notice or TRIM notice, (b) publication of the public hearing, and (c) certification of the assessment roll.
- 5) If the County elects to implement a stormwater program or other assessment programs, we will provide those services included in Tasks 1-4 above for those additional assessment programs. Those services will be compensated at our hourly rates specified below.

**Fees and Costs**

For legal services provided by Nabors, Giblin & Nickerson, the County will be billed a lump sum fee of \$16,500.00. The fees will be due and payable in three equal payments as follows:

<u>Payment</u>	<u>Schedule</u>
1/3 of lump sum fee	April 2018
1/3 of lump sum fee	June 2018
1/3 of lump sum fee	September 2018

The lump sum fee includes reimbursement for all actual costs incurred, including by way of example and not limitation, photocopies, long distance telephone charges, and overnight delivery services.

Work will be completed in accordance with the County's proposed budget calendar and public hearing schedule. The annual rate resolutions must be adopted no later than September 15, 2018.

This proposed lump sum fee includes one on-site visit to the County by NG&N staff, as requested by the County. Additional meetings may be arranged at our standard hourly rates. Expenses related to additional meetings will be billed in conformance with section 112.061, Florida Statutes. In lieu of

on-site visits, we are available to participate in telephone conferences to discuss project status, assessment issues, and procedural concerns at our standard hourly rates:

Partners	\$275
Associates	\$250
Law Clerks	\$75



# 5

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: February 15, 2018 Meeting Date: March 1, 2018

Name: Penny Stanley Department: BCC Administration

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

BCC Administration - Requesting Approval of Cathy Lucius-Dortch to the SHIP Affordable Housing Advisory Committee Member - Applicant does not Reside in Columbia County and the Only Applicant for this Vancacy

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? [X] 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:

[X] Consent Item [ ] Discussion Item



**MEMORANDUM**

To: Penny Stanley

From: Joel F. Foreman

Re: **Residency requirement for BCC appointees**

Date: February 14, 2018

---

Thanks for your question regarding whether prospective appointees to Commission-appointed boards must be residents of Columbia County.

The answer is yes, appointees are required to be residents of the County "unless otherwise approved by the Board".

See Board Rules and Policies RULE 2.201 MEMBERSHIP

...  
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.

If there are no applicants for a position on a Commission-appointed board who reside within the County, or if an applicant residing outside the County seems especially qualified for appointment, then the question of appointment should be placed on the discussion agenda and the Board should be notified of the fact that the applicant does not reside here. The Board would need to consider whether it wishes to approve that applicant notwithstanding the lack of residency.

Please let me know if you have any other questions.



# BOARD OF COUNTY COMMISSIONERS APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

*Thank you for expressing interest to be considered for appointment to a committee, board, commission, or advisory group of the Columbia County Board of County Commissioners. The County Commission appreciates your willingness to serve your County in a volunteer capacity. Please complete this application to the best of your knowledge. You may attach a resume and any additional information you believe would assist the Board in evaluating your application.*

Name: Cathy Lucius-Dortch District #: \_\_\_\_\_

Address: 3524 158th St

City: Welloborn State: FL Zip: 32094

Phone #: 386-365-1572 E-mail Address: dortchc@ffbf.com

How long have you resided in Columbia County? na, worked in Columbia Co. for 29 years, I live right over the Co. line

Name your most recent occupation and employer: Mortgage Banker with First Federal Bank of Fla. (21 years)

Are you registered to vote in Columbia County?  Yes.  No.

List all active professional licenses or certifications you hold: \_\_\_\_\_

Please summarize your educational background: I received a GED. I've been in Mortgage Banking since 1996 originally with Columbia County Bank then moving over to First Federal.

Please summarize your work experience: I really enjoy helping people, especially first time home buyers get into their first home. I've worked as a mortgage processor, mortgage processing manager and now a mortgage loan originator.

Please list civic clubs, professional organizations, public interest groups and other not-for-profit organizations of which you are a member or in which you have been active in the last three years, particularly those in Columbia County.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

Other than your home, please list and indicate the acreage of any parcels of property in Columbia County in which you have any ownership interest:  
na, only owned 1 primary residence in Columbia County purchased 9-2000 and sold 6-2003

Please list all corporate entities doing business in or with Columbia County in which you have any financial interest, including but not limited to ownership, employment, or any contractual relationship:  
na

(Over)

Please indicate in order of preference the committee, board, or council in which you have an interest\*:

1. SHIP Committee
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

\* Applicants may be appointed to no more than one board at any given time.

List three (3) personal or professional references:

1. Lisa Newberry formally with First Federal
2. Robb Burns, currently with First Federal
3. Park Jones, with Peoples Bank (formally with First Federal)

You may use this space for a brief biographical sketch or to list other skills you possess that you believe are relevant to the appointment you are seeking. Please indicate in the space below if you have attached your resume or any other supporting documents.

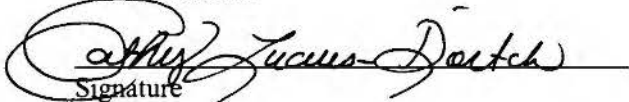
As a mortgage banker here at First Federal I've seen the use of the SHIP Committee as a valuable asset for Columbia County and surrounding counties. I've seen first hand how it helps the community. I enjoy serving others, and wish to be of some use for the community I serve.

NOTICE:

Florida has very broad public records laws. All information provided with this application shall become a matter of public record upon submission, and will be open to public inspection. If you require special accommodations because of a disability to participate in the application/selection process, please notify the Board of County Commissioners in advance to allow for your reasonable accommodation. This application will be active for one year, after which time you must notify the Board of County Commissioners of your wish to remain an active applicant. You may be required to update any application more than one year old.

ACKNOWLEDGMENT AND CERTIFICATION

I hereby acknowledge that Columbia County or its representatives may verify any information provided herein. I further authorize the release of any information by those in possession of such information, which may be requested by the County. I certify that all information provided herein is true and accurate to the best of my knowledge. I understand that a volunteer position provides for no compensation except that as may be provided by Florida Statutes or other enabling legislation. If appointed, I understand that I shall serve at all times at the pleasure of the Board of County Commissioners.

  
 Signature

1-16-18  
 Date

**Please return completed application to:**  
**Columbia County Board of County Commissioners**  
**Attn: Human Resources**  
**PO Box 1529**  
**Lake City, FL 32084**  
**Phone: (386) 755-4100**  
**Fax: (386) 758-2182**

FOR OFFICIAL USE ONLY:
Received by _____
Date received _____

*Thank you for your interest!*



# 6

### 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: February 12, 2018 Meeting Date: March 1, 2018

Name: Penny Stanley Department: BCC Administration

Division Manager's Signature: 

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

**BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Special Meeting - January 25, 2018**

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

Minutes of  
**January 25, 2018**

The Columbia County Board of County Commissioners met in a special meeting at the auditorium of the School Board Administrative Complex at 3:30 p.m. The meeting opened with prayer and the Pledge of Allegiance to the Flag of the United States of America.

Commissioners in Attendance: Chairman Timothy Murphy, Rusty DePratter, Bucky Nash, Everett Phillips and Ronald Williams.

Others in Attendance: County Manager Ben Scott ("CM")  
Assistant County Manager Scott Ward ("ACM")  
Assistant County Manager Kevin Kirby ("ACM")  
County Attorney Joel Foreman  
Deputy Clerk Katrina Vercher

**Agenda Additions/Deletions**

There were no additions or deletions.

MOTION by Commissioner Williams to approve the agenda. SECOND by Commissioner Nash. The motion carried unanimously.

**Discussion and Action Items:**

Resolution No. 2018R-2 Florida Jobs Growth Fund Contract

Staff is recommending approval of the Florida Job Growth Infrastructure Grant agreement in the amount of \$3,135,600.

MOTION by Commissioner Williams to take staff recommendation. SECOND by Commissioner Phillips.

Discussion ensued.

AMENDED MOTION by Commissioner Williams that on page 17, the name be changed from Glenn Hunter to Ben Scott. AMENDED SECOND by Commissioner Phillips.

Discussion ensued.



The Chairman called for a vote. The motion carried unanimously.

### New Administrative Building

Using a PowerPoint presentation, Danny Kail, with Kail Partners, presented the Board with three options for consideration for a new Administrative building. (the PowerPoint is attached to the original minutes)

The following citizens addressed the Board:

Tom Eagle	Barbara Lemley	Guy Williams
Janet Creel	Stewart Lilker	Marc Vann
Rocky Ford	Sandra Smith	

Ms. Lemley suggested the property downtown owned by the Lake Shore Hospital Authority as a good location.

Ms. Creel asked the Board to consider the vacant attorney's office adjacent to the old bank building.

Discussion ensued.

MOTION by Commissioner Williams to have staff do a space needs study and bring this item back before the board in six weeks. SECOND by Commissioner Nash.

Discussion ensued.

MOTION AMENDMENT by Commissioner Williams to add that this be done with the assistance of the architect. SECOND by Commissioner DePratter.

Discussion ensued.

The Chairman called for a vote on the motion. The motion carried unanimously.

The Chairman called for a vote on the amendment. The motion carried unanimously.

### **Open Public Comments:**

Members of the public addressed the Board with their comments and/or questions regarding the following items:

Rocky Ford, Janet Creel and Tom Eagle concerning the Administrative building.

**Adjournment**

There being no further business, the meeting adjourned at 7:45 p.m.

ATTEST:

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Timothy Murphy, Chairman  
Board of County Commissioners

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P. DeWitt Cason  
Clerk of Circuit Court



# 7

**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: February 12, 2018 Meeting Date: March 1, 2018

Name: Penny Stanley Department: BCC Administration

Division Manager's Signature: 

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

**BCC Administration Requesting Approval of Minutes - Board of County Commissioners - Regular Meeting - February 1, 2018**

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

Minutes of  
**February 1, 2018**

The Columbia County Board of County Commissioners met in a regular meeting at the auditorium of the School Board Administrative Complex at 5:30 p.m. The meeting opened with prayer and the Pledge of Allegiance to the Flag of the United States of America.

Commissioners in Attendance: Chairman Timothy Murphy, Rusty DePratter, Bucky Nash and Everett Phillips.

Commissioners absent: Ronald Williams

Others in Attendance: County Manager Ben Scott ("CM")  
Assistant County Manager Scott Ward ("ACM")  
Assistant County Manager Kevin Kirby ("ACM")  
County Attorney Joel Foreman  
Deputy Clerk Katrina Vercher

**Agenda Additions/Deletions**

There were no additions or deletions.

MOTION by Commissioner Nash to approve the agenda. SECOND by Commissioner Phillips. The motion carried unanimously.

**Consent Agenda:**

MOTION by Commissioner Phillips to approve the consent agenda. SECOND by Commissioner Nash. The motion carried unanimously.

- (1) BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Regular Meeting - January 4, 2018
- (2) BCC Administration - Requesting Approval of Minutes - Board of County Commissioner - Workshop Meeting - January 18, 2018
- (3) BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Regular Meeting - January 18, 2018
- (4) BCC Administration - Requesting Approval of Assistance for DEP, Florida Park Service - Olustee Battle Reenactment - Dumpsters and Firewood - February 16-18, 2018

- (5) BCC Administration - Department of Health - Quarterly Report
- (6) BCC Administration - Requesting Approval of Release of Lien - S.H.I.P. Program - Lindsay M. Lee - \$4,800
- (7) Building and Zoning - Special Family Lot Application (SFLP 18 03) for Cindy Royall, Sister - Holly Conti, Property Owner
- (8) Building and Zoning - Special Family Lot Application (SFLP 18 05) for Bronson Eli Witt, Son - Robert Witt, Property Owner
- (9) Building and Zoning - Special Family Lot Application (SFLP 18 04) for Trista Dykes, Granddaughter - Rodney & Norma Dicks, Property Owner
- (10) Library - BA 18-23 - Requesting Approval to Distribute Donated Funds - Friends of the Library - \$1,300
- (11) Library - Requesting Approval for the Library to Close on Saturday, March 31, 2018, and Sunday, April 1, 2018 (Easter Sunday), in Addition to the County's Good Friday Holiday on Friday, March 30, 2018
- (12) Risk Manager - CDBG Neighborhood Revitalization - Requesting Approval of Amendment to Grant Contract - Compliance Assistance with Guardian Community Resource Management, Inc.

MOTION by Commissioner Nash to adopt the consent agenda.  
SECOND by Commissioner Phillips. The motion carried unanimously.

### **Discussion and Action Items:**

#### **BA 18-24 – Electronic Imaging**

Sheriff Hunter is requesting \$130,000 for the Sheriff's Special Revenue Fund Reserves for the electronic imaging and storage of the large volume of records stored at the Sheriff's Office Administration Building.

Citizen Stewart Lilker offered comment.

MOTION by Commissioner DePratter to approve request. SECOND by Commissioner Phillips.

Discussion ensued.

The Chairman called for the vote. The motion carried unanimously.

#### **Resolution No. 2018R-4 – Voting Precinct 10, 10B and 14**



Due to the Congressional lines being redrawn in 2016, and creating a Congressional split for Precinct 10, the Supervisor of Elections has recommended that the fewer than ten voters in Precinct 10 who are affected by the split be redrawn into Precinct 14 to better protect the secrecy of the ballots.

MOTION by Commissioner Nash to adopt Resolution No. 2018R-4. SECOND by Commissioner Phillips. The motion carried unanimously.

#### Resolution No. 2018R-3 Huddle Up Group (“HUG”)

The Tourism Development Council (“TDC”) has recommended approval of Resolution No. 2018R-3. The resolution would direct staff to complete specific tasks related to the recommendations made by the HUG. HUG was engaged by the TDC to develop a Strategic Planning Project for the County’s sports tourism and marketing efforts.

Discussion ensued.

No action was taken.

#### Communications Tower Placement on Federal Land

Staff is requesting approval to submit an application to the US Forestry Department for approval of communications tower on Federal land. US Forestry is willing to allow use of the land at no cost and in return the County would provide tower space and potentially shelter space to US Forestry at no cost.

Discussion ensued.

MOTION by Commissioner DePratter to approve submission of special land use application to US Forestry. SECOND by Commissioner Phillips. The motion carried unanimously.

#### BA-19 – Architect Agreement – New Jail

Staff recommends approval of the Master Agreement and Task Order No. one (1) with Dewberry Architects, Inc. to provide design services for a new jail. The initial phase of the agreement is to provide cost estimates for two options. Option one would be to construct a 384 bed jail next to the existing Sheriff administration building; option two is to construct a new Sheriff administration building and utilize the current administration building as part of the new jail.

Discussion ensued.

Jamie Bell with Dewberry Architects, Inc. answered questions.

MOTION by Commissioner Nash to approve budget amendment 18-19-\$230,089. SECOND by Commissioner Phillips. The motion carried unanimously.

MOTION by Commissioner Nash to approve Dewberry Architects Master Agreement and Task Order 1. SECOND by Commissioner Phillips. The motion carried unanimously.

**Commissioner Comments:**

Commissioner DePratter spoke about a sink hole in his district that needs a fence.

Commissioners Nash, Phillips and Murphy responded.

Commissioner Murphy spoke about a problem of storage buildings being used as residential structures.

Citizen Stewart Lilker offered comment.

Citizen Sandra Smith offered comment.

**Adjournment**

There being no further business, the meeting adjourned at 6:45 p.m.

ATTEST:

\_\_\_\_\_  
Timothy Murphy, Chairman  
Board of County Commissioners

\_\_\_\_\_  
P. DeWitt Cason  
Clerk of Circuit Court



# 8

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: February 23, 2018 Meeting Date: March 1, 2018

Name: Penny Stanley Department: BCC Administration

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Regular Meeting - February 15, 2018

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? [X] 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:

[X] Consent Item [ ] Discussion Item

Columbia County  
Board of County Commissioners

Minutes of  
**February 15, 2018**

The Columbia County Board of County Commissioners met in a regular meeting at the auditorium of the School Board Administrative Complex at 5:30 p.m. The meeting opened with prayer and the Pledge of Allegiance to the Flag of the United States of America.

Commissioners in Attendance: Chairman Timothy Murphy, Rusty DePratter, Bucky Nash, Everett Phillips and Ronald Williams.

Others in Attendance: County Manager Ben Scott ("CM")  
Assistant County Manager Scott Ward ("ACM")  
Assistant County Manager Kevin Kirby ("ACM")  
County Attorney Joel Foreman  
Deputy Clerk Katrina Vercher

**Agenda Additions/Deletions**

Additions:  
Project 17-10  
Medical Director Services Agreement  
Portables

Deletions:  
None

MOTION by Commissioner Williams to approve the agenda. SECOND by Commissioner Phillips. The motion carried unanimously.

**Ministerial Matters**

Proclamation 2018P-1

Commissioner Murphy read the Proclamation designating the week of February 17-24, 2018, as National Future Farmers of America Organization week in Columbia County.

FFA students thanked the Commission for the Proclamation and spoke briefly. They requested permission to fly the FFA Flag at the Courthouse during FFA Week.

MOTION by Commissioner DePratter to approve Proclamation 2018P-1.  
SECOND by Commissioner Phillips. The motion carried unanimously.

MOTION by Commissioner DePratter to allow the FFA Flag to fly during FFA Week, February 17 – 24, 2017. SECOND by Commissioner Williams. The motion carried unanimously.

## **Public Hearings**

### Land Development Regulations (“LDR”) Amendment

(1) Z 0577 -To amend the Official Zoning Atlas of the LDR by amending the zoning district from RSF-2 to RSF/MH-2 for Tax parcel 02365-204. [Ordinance No. 2017-23]

The public hearing opened and closed without comment.

MOTION by Commissioner Nash to adopt Ordinance No. 2017-23. SECOND by Commissioner Williams. The motion carried unanimously.

(2) CPA 0226 – A request to amend the Designated Urban Development Area of the Future Land Use Map of the Comprehensive Plan. [Ordinance No. 2017-20]

The public hearing opened and closed without comment.

MOTION by Commissioner Williams to approve CPA 0226, Ordinance No. 2017-20. SECOND by Commissioner Nash. The motion carried unanimously.

(3) CPA 17-01-To amend the text of the Comprehensive Plan by amending Goal I and Policy I.1.3 of the Future Land Use Element relating to the establishment of the Designated Urban Development Area of the Future Land Use Map of the Comprehensive Plan. [Ordinance No. 2017-21]

The public hearing opened and closed without comment.

MOTION by Commissioner Williams to approve CPA 17 01, Ordinance No. 2017-21. SECOND by Commissioner DePratter. The motion carried unanimously.

## **Consent Agenda:**

MOTION by Commissioner Williams to approve the consent agenda. SECOND by Commissioner Phillips. The motion carried unanimously.

(1) BCC Administration - Florida Department of Environmental Protection – Petroleum Restoration Program Site Access Agreement

- (2) Central Communications - RFP 2017-O Radio System Project - Change Order Two (2)
- (3) Fire Department - BA 18-26 - 2017-2018 Florida Firefighter Assistance Grant Program - \$11,524
- (4) Fire Department - FDOT Highway Safety Grant - \$25,000
- (5) Fire Department - Volunteer Fire Assistance Grant - \$5,000
- (6) Fire Department - Division of State Fire Marshal's Local Government Grant - (19) Decontamination Kits
- (7) Fire Department - Contract for Internet Service with Comcast - \$125 Monthly
- (8) Public Works - Utility Permit - Comcast - Arrowhead Terrace
- (9) Public Works - Utility Permit - Florida Power and Light - Old Mill Road
- (10) Purchasing - Approval of Ranking RFP 2017-AA - Administrative Space and Begin Negotiations with Number One Ranked Firm - Brame Heck Architects, Inc.
- (11) Purchasing - Bid Award 2017-BB - Traffic Stripe Painting - Jenkins Painting - \$255,590(12)Purchasing - Bid Award 2017-CC - Sign Materials - \$187,978
- (13) Purchasing - Bid Award 2017-DD - Traffic Signal Maintenance - Summerville Systems - \$107,200

MOTION by Commissioner Williams to adopt the consent agenda.  
SECOND by Commissioner Phillips. The motion carried unanimously.

### **Discussion and Action Items:**

#### **BA 18-25 Fencing on Nugget Way**

Tax parcel 00337-004 is located on Nugget Way and owned by the County. A citizen located adjacent to the property has a medical condition and sometimes wanders onto the property; this has created a liability situation. Two sides of the property have been fenced by adjacent property owners.

The Brim Road project is in its final stages and in staffs estimate there will be a small positive balance when complete. Staff is requesting the \$6,410 necessary for fencing the other two sides of Tax parcel 00337-004 be moved from the Brim Road project.

Discussion ensued.



MOTION by Commissioner DePratter to approve staff request. SECOND by Commissioner Phillips. The motion failed 2 to 3 with Commissioners Murphy, Nash and Williams voting in opposition.

#### Road Closing – Tad Place and Bonita Way

As part of our most recent Hazard Mitigation Grant Program, the County acquired all of the adjoining parcels on either side of NW Tad Place and the northern end of NW Bonita Way. These public rights of way are unpaved and are maintained at County expense. Staff is requesting closure of the roads as residential development of the parcels now owned by the County is prohibited by the HMG program and the roads no longer serve any public purpose.

County Attorney Foreman requested permission to set an adoption hearing for road closure to be set for the second meeting in March.

MOTION by Commissioner Williams to approve request. SECOND by Commissioner Phillips. The motion carried unanimously.

#### Occupational License Taxes

County Attorney Foreman is requesting that the Board set an adoption hearing for an ordinance to amend Chapter 30 of the County Code of Ordinances to repeal the occupational license taxes to be set for second meeting in March.

MOTION by Commissioner Williams to set the adoption hearing. SECOND by Commissioner Nash. The motion carried unanimously.

#### One-cent Sales Tax Ordinance

County Attorney Foreman provided the Board with a draft ordinance for the levy of a one-cent sales tax and requested the Board consider setting an adoption hearing for the second meeting in April.

Discussion ensued.

MOTION by Commissioner Nash to set an adoption hearing for the second meeting in April which is April 19 for the one-cent sales sur tax. SECOND by Commissioner Williams. The motion carried unanimously.

#### Medical Director Services Agreement Addendum

The agreement was created in October 2015 and ended in September 2017 with and automatic renewal on October 1 of even years. By these terms, the agreement fails to provide for renewal between October 1, 2017 and September 30, 2018. The addendum corrects the renewal term.

MOTION by Commissioner Williams to approve. SECOND by Commissioner Phillips. The motion carried unanimously.

### Jail Construction Manager

CM Scott presented the Board with a construction project agreement with Ajax Building Corporation for the new jail project. The contract is in two phases, preconstruction and construction.

Preconstruction Phase Fee of \$200,000 as follows:

Programming and Conceptual Design Phase \$20,000  
Schematic Documents Design Phase \$33,000  
Design Development Docs Design Phase \$42,000  
100% Documents Final GMP Phase \$105,000

Construction phase fee will be determined as part of the calculations of guaranteed maximum price.

Discussion ensued.

MOTION by Commissioner Williams to approve jail construction project management agreement of \$200,000 which is broken up in stages. SECOND by Commissioner Nash. The motion carried 4 to 1 with Commissioner DePratter voting in opposition.

### Project 17-10

Economic Development Director Hunter presented the Board with Project 17-10 and the Economic Development Advisory Board ("EDB") recommendation to reject the application as it stands.

Discussion ensued.

MOTION by Commissioner Williams to take the recommendation of the EDB to deny. SECOND by Commissioner DePratter. The motion carried unanimously.

### Portable Buildings

The County purchased several portable buildings from the School Board. Commissioner DePratter would like to purchase new buildings instead of using the old ones.

Discussion ensued.

This item will be placed on the next agenda for further discussion.

Rail Spur on Highway 90

Chairman Murphy gave an update on the progress of the rail spur on Highway 90 east at the Mega Site.

**Open Public Comments and/or Questions:**

Members of the public addressed the Board with their comments and/or questions regarding the following items:

Sandra Buck-Camp on the one-cent tax.

Stewart Lilker on gun violence and the County's support of the Olustee Festival.

Ralph Kitchens stated that guns don't kill people, people do.

**Commissioner Comments:**

Commissioner Williams commented on the lack of available internet in the north end of the county.

Chairman Murphy presented Commissioner Williams with the ceremonial gavel and thanked him for his years of service.

**Adjournment**

There being no further business, the meeting adjourned at 6:45 p.m.

ATTEST:

\_\_\_\_\_  
Timothy Murphy, Chairman  
Board of County Commissioners

\_\_\_\_\_  
P. DeWitt Cason  
Clerk of Circuit Court



# 9

### 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: February 23, 2018 Meeting Date: March 1, 2018

Name: Joel Foreman Department: County Attorney

Division Manager's Signature: 

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

**Request for authorization to extend offer of judgment in Robert and Carol Brown v. Columbia County and SRWMD**

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

**MEMORANDUM**

To: Board Agenda, March 1, 2018

From: Joel F. Foreman

Re: **Request for Authorization to Offer Judgment  
Robert and Carol Brown v. Columbia County and SRWMD**

Date: February 23, 2018

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The County's litigation counsel, Nabors & Giblin, requests authorization to make an offer of judgment in the above-referenced case. Under Florida Statutes section 768.79 a litigant may make an offer of judgment at certain times during a case. If the offer is not accepted and the offering party later prevails in the case, the non-prevailing party may be required to pay the attorneys' fees incurred from the offer of judgment deadline through the end of the litigation.

An offer of judgment in this case must include monetary payment to the plaintiffs, and counsel is requesting \$5,000.00 be authorized for the offer of judgment. A copy of *Polk County v. Highlands-in-the-Woods, LLC*, an opinion that deals with an award of fees in a similar type of case, is attached for your information.

I am requesting approval of \$5,000.00 for an offer of judgment.

227 So.3d 161  
District Court of Appeal of Florida,  
Second District.

POLK COUNTY, Appellant,

v.

HIGHLANDS-IN-THE-  
WOODS, L.L.C., Appellee.

Case No. 2D15-5642

|  
Opinion filed May 19, 2017

**Synopsis**

**Background:** Developer brought action against county for declaratory judgment and inverse condemnation by conditioning permit on installation and dedication of a reclaimed water use system when reclaimed water was unavailable. The Circuit Court, Polk County, John Radabaugh, J., entered summary judgment in favor of county. Developer appealed, and the District Court of Appeal, 217 So.3d 1175, affirmed. County filed motion for attorney fees pursuant to the offer of judgment statute and rule, based on its having made a \$5,000 settlement offer. The Circuit Court, Radabaugh, J., denied the motion. County appealed.

**Holdings:** The District Court of Appeal, Sleet, J., held that:

[1] county's offer of settlement satisfied the offer of judgment rule, and

[2] developer did not seek equitable relief, and thus offer of judgment statute applied.

Reversed and remanded with instructions.

West Headnotes (4)

**[1] Counties**

🔑 Costs

County's offer of settlement, which offered to pay developer \$5,000 in exchange for the dismissal with prejudice of developer's takings and inverse condemnation claims arising out of the installation of a reclaimed water system on developer's property, satisfied the offer of judgment rule and, thus, entitled county to attorney fees after the award of summary judgment to county on developer's claims, even though offer did not state an amount proposed to settle a punitive damages claim; developer did not assert a punitive damages claim, offer was sufficiently particular, and offer was sufficient to include all damages that would otherwise be awarded in a final judgment. U.S. Const. Amend. 5; Fla. R. Civ. P. 1.442(c).

Cases that cite this headnote

**[2] Appeal and Error**

🔑 Cases Triable in Appellate Court

Entitlement to attorney fees and costs under the offer of judgment statute and rule is reviewed de novo. Fla. Stat. Ann. § 768.79; Fla. R. Civ. P. 1.442(c).

Cases that cite this headnote

**[3] Counties**

🔑 Judgment

Developer's takings and inverse condemnation action against county did not seek equitable relief, and thus offer of judgment statute applied to county's \$5,000 settlement offer, even though complaint included a count for declaratory relief; each count of the complaint sought recovery of additional development expenses incurred as a result of county's requirement that developer install a reclaimed water system and county's failure to supply developer with reclaimed water, including the



declaratory judgment count, which sought a declaration that developer was “permitted to obtain compensation” for the costs associated with county's actions. U.S. Const. Amend. 5; Fla. Stat. Ann. § 768.79.

Cases that cite this headnote

#### [4] Costs

🔑 Effect of offer of judgment or pretrial deposit or tender

When determining whether a complaint alleges an action for damages or one for equitable relief, for purposes of determining whether a party is entitled to attorney fees under the offer of judgment statute, courts look to whether the real issue is one for damages or equitable relief. Fla. Stat. Ann. § 768.79.

1 Cases that cite this headnote

\*162 Appeal from the Circuit Court of Polk County; John M. Radabaugh, Judge.

#### Attorneys and Law Firms

Hank B. Campbell of Valenti Campbell Trohn Tamayo & Aranda, P.A., Lakeland, for Appellant.

Eric S. Adams and Lauren A. Taylor of Shutts & Bowen LLP, Tampa, for Appellee.

#### Opinion

SLEET, Judge.

Polk County appeals the order denying its motion for attorney fees pursuant to section 768.79, Florida Statutes (2015), following the entry of summary judgment in its favor against Highlands-in-the-Woods, LLC (Highlands). Because Polk County's proposal for settlement satisfied the requirements of Florida Rule of Civil Procedure 1.442 and Highlands' complaint did not allege any claim seeking equitable relief, we reverse and remand for the trial court to grant Polk County's fee motion

and determine the amount of reasonable attorney fees.

Highlands sued Polk County alleging federal and state takings and inverse condemnation claims arising from the installation of a reclaimed water system on a development owned by Highlands. Section 702.G of the Polk County Land Development Code required Highlands to install a reclaimed water system in order to obtain its development permit from Polk County. Highlands alleged that although it installed the system in 2006, Polk County was unable to supply reclaimed water until 2008. In its complaint Highlands sought damages for the alleged taking and the expenses it incurred as a result of its lack of access to the promised reclaimed water.

On December 2, 2011, Polk County served a proposal of settlement for \$5000 on Highlands. On July 14, 2015, the trial court granted summary judgment in Polk County's favor. That order was recently affirmed by this court on appeal. Highlands-in-the-Woods, LLC v. Polk County, No. 2D15–2801, 217 So.3d 1175, 2017 WL 1547939 (Fla. 2d DCA April 28, 2017). The trial court awarded Polk County costs under section 57.041, Florida Statutes (2015), but denied its motion seeking attorney fees under section 768.79. On appeal, Polk County argues that the denial of attorney fees was error because its proposal for settlement complied with rule 1.442 and Highlands did not raise any equitable claims of relief in its complaint. See Diamond Aircraft Indus., Inc. v. Horowitch, 107 So.3d 362, 374 (Fla. 2013) (“[S]ection 768.79 does not apply to an action in which a plaintiff seeks both damages and equitable relief [ ] and in which the defendant has served a general offer of judgment that seeks release of all claims.”). We agree.

[1] [2] Highlands contends that Polk County's offer of settlement was invalid because it failed to state the nonmonetary \*163 conditions of settlement, the amount proposed to settle a claim of punitive damages, and that it would resolve all damages that would otherwise be awarded in a final judgment. See Fla. R. Civ. P. 1.442(c). “Entitlement to attorney's fees and costs under an

offer of judgment is reviewed de novo.” Wolfe v. Culpepper Constructors, Inc., 104 So.3d 1132, 1134 (Fla. 2d DCA 2012).

Polk County's proposal for settlement offered \$5000 “in exchange for a dismissal with prejudice of all claims against ... POLK COUNTY” and stated that it was “intended as a full settlement of all claims asserted by [Highlands] in this lawsuit.” The nonmonetary relief sought by Polk County was the dismissal with prejudice of all of Highlands' claims. The proposal was sufficiently particular to put Highlands on notice that Polk County was seeking the dismissal with prejudice of all of its claims asserted in this lawsuit. Had Highlands accepted the proposal, there would have been no need for judicial interpretation of its terms. See State Farm Mut. Auto. Ins. Co. v. Nichols, 932 So.2d 1067, 1079 (Fla. 2006) (explaining that “the proposal should be capable of execution without the need for judicial interpretation” (quoting Lucas v. Calhoun, 813 So.2d 971, 973 (Fla. 2d DCA 2002))). This general statement of the claims to be resolved was sufficient to include all damages that would otherwise be awarded in a final judgment. See Miley v. Nash, 171 So.3d 145, 148 (Fla. 2d DCA) (“[W]hen the proposal indicates that it seeks to resolve all claims identified in the complaint, or in a specific count, it is unnecessary to identify the various elements of damages in the settlement proposal.” (quoting Lucas, 813 So.2d at 972 n.1)), review denied, 192 So.3d 40 (Fla. 2015). Furthermore, because Highlands was not seeking punitive damages, Polk County was not required to include those amounts in its proposal for settlement. See Lucas, 813 So.2d at 973 (“We conclude that the ‘if any’ language of [rule 1.442(c)(2)(E)] requires a proposal for settlement to include terms for settlement of a punitive damage claim only when the pleadings contain a pending claim for punitive damages.”). Accordingly, Polk County's proposal for settlement fulfilled the requirements of rule 1.442.

[3] [4] Highlands also argues that because it included a count for declaratory relief, section 768.79 does not apply. See Diamond Aircraft, 107 So.3d at 374. When determining whether a complaint alleges an action for damages or one for equitable relief, Florida courts “look[ ] to

whether the ‘real issue’ is one for damages” or equitable relief. Nat'l Indem. Co. of the S. v. Consol. Ins. Servs., 778 So.2d 404, 408 (Fla. 4th DCA 2001); see also DiPompeo Constr. Corp. v. Kimmel & Assocs., 916 So.2d 17 (Fla. 4th DCA 2005). In this case, Highlands' complaint included three counts for relief: (1) declaratory relief, (2) inverse condemnation under the Florida Constitution, and (3) inverse condemnation under the U.S. Constitution. In each count Highlands sought recovery of the additional development expenses it incurred as a result of the county's requirement that it install a reclaimed water system and the county's failure to supply it with reclaimed water for irrigation of the development. Although Highlands styled count one as seeking declaratory relief, it requested that the trial court “enter a declaratory judgment finding that ... [Highlands] is permitted to obtain compensation, including attorneys' fees, for the costs associated with and impacts from the actions of POLK COUNTY.” Highlands did not seek the return of the property dedicated to the county for the reclaimed system or any other equitable remedy; instead, it sought compensation for the losses it incurred related to the water reclamation system. Therefore, the “real issue” in this case was entitlement to damages, not a declaratory \*164 judgment. See DiPompeo, 916 So.2d at 18 (holding that section 768.79 applied to a declaratory judgment action when “the central issue ... was the entitlement to money damages”); Nelson v. Marine Grp. of Palm Beach, Inc., 677 So.2d 998, 999 (Fla. 4th DCA 1996) (rejecting the argument that section 768.79 did not apply to an action seeking a declaratory judgment when “the only matter at issue was money”).

Because Polk County's proposal for settlement satisfied the requirements of rule 1.442 and Highlands' complaint alleged an action for damages, not equitable relief, we reverse and remand for the trial court to grant Polk County's attorney fee motion and to determine the amount of reasonable attorney fees.

Reversed and remanded with instructions.

NORTHCUTT and LUCAS, JJ., Concur.

**All Citations**

227 So.3d 161, 42 Fla. L. Weekly D1135

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End of Document

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# 10

**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: February 23, 2018 Meeting Date: March 1, 2018

Name: Joel Foreman Department: County Attorney

Division Manager's Signature: 

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

**Request for approval of engagement letter with Burgess to represent County in bankruptcy proceedings.**

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

**MEMORANDUM**

To: Board Agenda, March 1, 2018

From: Joel F. Foreman

Re: **FEE AGREEMENT – Jason Burgess – CMS Economic Development Agreement**

Date: February 23, 2018

---

Attached is a fee agreement proposed by Jason Burgess to provide assistance to County Staff with matters relating to enforcement of the County's economic development agreement with CMS Professional Staffing. There are bankruptcy proceedings pending in Jacksonville that could impact the County's ability to enforce this agreement and Mr. Burgess would appear for the County there.

A firm bio for Mr. Burgess is attached.

I would like to engage Mr. Burgess and request board approval of this agreement.

# The Law Offices of Jason A. Burgess, LLC

Other Offices Available  
by Appointment:

Daytona Beach  
Orlando  
Tampa  
West Palm Beach  
Miami  
Tallahassee

## Your Business Bankruptcy Attorney

1855 Mayport Road  
Atlantic Beach, Florida 32233

Telephone:  
(904) 372-4791  
(386) 473-1097  
(407) 476-1511  
(813) 421-5510  
E-Mail:  
jason@  
jasonAburgess.com

February 5, 2018

Columbia County, Florida  
c/o Joel Foreman  
**VIA EMAIL: JForeman@columbiacountyfl.com**

**Re: Christopher Michael Samson Bankruptcy  
Case No. 3:18-bk-00104-JAF**

Dear Mr. Foreman:

This letter will serve as the fee agreement between Columbia County, Florida (the “Client”) and the Law Offices of Jason A. Burgess, LLC (the “Firm”), wherein the Firm agrees to represent the county in the Chapter 11 case regarding Christopher Michael Samson, 3:18-bk-00104-JAF.

The Firm will provide the services customary in the representation of a creditor. The undersigned will be the lead attorney on the Case. My hourly billing rate is \$295.00. My Paralegal billing rate is \$75.00 per hour and Associate rate is \$195.00. Your case may require the assistance of additional attorneys, paralegals, or non-attorney personnel, and they will furnish you their hourly rate upon request. The Firm will provide you with statements which will explain in detail the services provided upon request. The Firm shall be reimbursed for out-of-pocket expenses such as photocopies, postage, long distance telephone charges, facsimile charges, courier or messenger services, travel outside of Jacksonville, and recording and certifying documents.

It is the Firm’s regular practice to obtain a retainer in creditor representation. In this case, we expect to receive a retainer from you in the amount of \$5,000.00 (the “retainer”). The retainer will be held in the Firm’s trust account, until taken as draws.

The Firm only represents Columbia County, Florida and no other parties.

By accepting this engagement, the Firm is not agreeing to represent the Client in any other related matters such as litigation outside of the bankruptcy court or any other matters which are not directly involved in this case.

If you have any questions regarding procedures outlined in this letter, or any other aspect of our representation, please call me at your convenience so we can discuss them. If the matters set out herein are satisfactory, we would appreciate you signing the enclosed copy of this letter.

We sincerely appreciate the opportunity to represent you in this matter, and look forward to working with you to a successful resolution.

Sincerely,

/s/ Jason A. Burgess

Jason A. Burgess  
Attorney at Law

Acknowledged and agreed to:

COLUMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Joel Foreman  
Columbia County Attorney





#### Current News and Updates:

[For the Latest News and Updates, Click Here to Go to the Chapter 11 Bankruptcy Blog](#)

Jason A. Burgess was featured recently in numerous publications in Jacksonville.

[What Happens to Debt After You Die](#) [July 30, 2013]

[Jacksonville Bankruptcies Fall](#) [April 25, 2013]

[Sante Fe Partners Buy St. Augustine Toyota](#) [March 29, 2013]

[We're not out of the woods yet](#) [June 28, 2012]

[Per the Jacksonville Business Journal The Law Offices of Jason A. Burgess, LLC had three of the top twenty largest cases in 2011 for Jacksonville, Florida](#) [December 28, 2011]

[Seven Duval Hotels File Chapter 11 Since Jan. 1](#) [April 8, 2011]

[It's a record: Bankruptcies end 2010 near 67,000](#) [January 7, 2011]

[Bankruptcies: Record year within reach](#) [December 10, 2010]

[Decrease in business bankruptcies not expected to last](#) [October 18, 2010]

[Bankruptcies: Nine-month rate continues at record](#) [October 7, 2010]

[Bankruptcies tracking to trump 2009](#) [August 13, 2010]

[District bankruptcies nearing annual 70,000](#) [July 13, 2010]

[Brunell Chapter 11 'sign of the times'](#) [July 7, 2010]

#### Recent Speaking Engagements:

["Chapter 11 Bankruptcy Issues "](#) [August 21, 2015 at the Sawgrass Marriott]

## Attorney Profiles

### Jason A. Burgess (Managing Member)

Jason is a bankruptcy attorney that concentrates his practice on Chapter 11 bankruptcy cases and complex bankruptcy litigation. While in law school and for a time after graduation Jason practiced in the creditor's rights area for many of the large financial institutions. Later Jason decided to use his knowledge of the creditor's side for the Debtor's advantage and switched sides. Now he concentrates his practice on helping businesses and individuals reorganize. Jason is often called upon as a Chapter 11 consultant when other debtor or creditor attorneys run into Chapter 11 bankruptcy cases.

#### Federal Courts Admissions:

U.S. Court of Appeals for the Eleventh Circuit

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Southern District of Florida

U.S. District Court, District of Colorado

U.S. District Court, Western District of Wisconsin

U.S. District Court, Eastern District of Texas

U.S. District Court, Northern District of Illinois

U.S. District Court, Western District of Arkansas

U.S. District Court, Eastern District of Arkansas

#### State Courts Admissions:

District Of Columbia, Florida, Tennessee, and Texas

#### Education:

J.D. from Florida Coastal School of Law, B.S. from University of Alabama, and

LL.M. in Business Transactions from the University of Alabama School of Law

#### Honors:

**Board Certified Specialist in Business Bankruptcy Law** by the American Board of Certification

Super Lawyers Florida Super Lawyer 2016

Super Lawyers Florida Super Lawyer 2015

Super Lawyers Florida Super Lawyer 2014

Super Lawyers Florida Super Lawyer 2013

Super Lawyers Florida Rising Stars 2012

Orlando Style Orlando's No. 1 Best Lawyers 2015

Orlando Style Orlando Legal Elite Rising Star 2014

Top 40 Lawyers Under 40 by American Society of Legal Advocates

AVVO Superb Rating

Martindale AV Preeminent Rating

The American Lawyer 2012 Top Rated Lawyer in Commercial Bankruptcy & Creditor-Debtor Rights

Corporate Counsel 2012 Top Rated Lawyer in Commercial Bankruptcy & Creditor-Debtor Rights

The National Law Journal 2012 Top Rated Lawyer in Commercial Bankruptcy & Creditor-Debtor Rights

Speaking Engagements:

CLE Course Teacher of "Lien Stripping" Junior Mortgages

FCSL Lecturer Regarding Bankruptcy

CLE Course Teacher for Discovery Issues/2004 Examinations

CLE Course Teacher on Chapter 11 Issues

Memberships:

American Bankruptcy Institute, National Association of Consumer Bankruptcy Attorneys, District of Columbia Bar, Florida Bar, Jacksonville Bankruptcy Bar Association Past President, National Association of Chapter 13 Trustees, Northern District of Florida Bankruptcy Bar Association, Turnaround Underground Jacksonville Committee Founder and Committee Member

Recent Publications:

- Chapter 7 Commercial Bankruptcy Strategies, 2014 ed.: Leading Lawyers on Analyzing the Trends, Strategies, and Risks in Chapter 7 Liquidations (Inside the Minds) [April 1, 2014].

- "The Two Theories of 1111(b)." Abi.org. <http://committees.abi.org/committees/secured-credit/post/2014/the-two-theories-of-1111b>

- Bankruptcy and Financial Restructuring Law 2015: Top Lawyers on Trends and Key Strategies for the Upcoming Year [April 2015].

- Chapter 7 Commercial Strategies, 2015 ed.: Leading Lawyers on Analyzing the Trends, Strategies, and Risks in Chapter 7 Liquidations (Inside the Minds) [September 2015].

Recent Types of Businesses Filed:

Real Estate Investors, Land Surveying Company, Land Development Company, Hair Salon, Solar Company, Hotels, Roofing Company, Law Firm, Software Development Company, Bed & Breakfast, Condo Company, Paper Company, Tree Service, Bar/Nightclubs, Stucco Company, Restaurants, Storage Facility, Yacht Company, Lawn Equipment Company, Convenience Store, Mobile Home Park, Aquatic Company, Collection Agency, Church, Foam Company, Dental Group, Medical Supplier, Apartment Complex, Office Building, Mortgage Servicing Company, Pediatrician Office, Jeweler, Steel Fabricator, Patio Furniture Manufacturer, Plumbing Company, Civic Association, Concrete Company, Liquor Store





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: February 23, 2018 Meeting Date: March 1, 2018

Name: Joel Foreman Department: County Attorney

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

Request for approval of engagement agreement with Hopping Green & Sams - Bayfield Mitigation credits

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? [X] 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:

[X] Consent Item [ ] Discussion Item

**MEMORANDUM**

To: Board Agenda, March 1, 2018

From: Joel F. Foreman

Re: **FEE AGREEMENT – Hopping Green & Sams – Bayfield Mitigation Bank**

Date: February 23, 2018

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Attached is a fee agreement proposed by the law firm of Hopping Green & Sams to provide assistance to my office and County Staff with matters relating to the Bayfield Mitigation Bank and contractual rights to certain mitigation credits the County acquired from that bank.

A firm bio for Mr. Olsen is attached.

I would like to engage Mr. Olsen and request board approval of this agreement.

# Hopping Green & Sams

Attorneys and Counselors

## FEE AGREEMENT

### I. PARTIES

THIS AGREEMENT is made and entered into by and between the following parties:

A. Columbia County (“Client”)  
c/o Joel F. Foreman  
207 S. Marion Ave.  
Lake City, FL 32025

and

B. Hopping Green & Sams, P.A., (“HGS”)  
119 South Monroe St., Suite 300 (32301)  
P.O. Box 6526  
Tallahassee, FL 32314

### II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain HGS as its attorneys and legal representatives for counseling and representation to assist Client in enforcing an agreement to use mitigation credits, or otherwise assist Client in using certain mitigation credits, from the Bayfield Mitigation Bank near Lake City, Florida, and for any related matter as directed by Client.
- B. HGS accepts such employment and agrees to serve as attorneys for and provide legal representation to the Client in connection with those matters referenced above.



### **III. CLIENT FILES**

The files and work product materials (“client file”) of the Client generated or received by HGS will be maintained by HGS in its regular offices. At the conclusion of the representation, the client file will be stored by HGS in accordance with its document retention policies but held no longer than 5 years unless specifically directed otherwise by Client, or unless the client file is requested by Client in which event HGS will return the client file to Client assuming all fees and obligations established in this Agreement have been satisfied in accordance with the terms herein.

### **IV. FEES**

- A. The Client agrees to compensate HGS for services rendered in connection with any matters covered by this Agreement according to the agreed upon hourly billing rates for individual HGS lawyers, plus actual expenses incurred by HGS in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference). The hourly rate of the attorney(s) who are initially expected to handle the bulk of Client’s work are Eric Olsen \$435/hour, Doug Smith \$345/hour and Erin Tilton \$255/hour. To the extent other HGS attorneys or law clerks provide work on this matter, those rates will be provided to Client. Paralegals are billed at \$145/hour, legal assistants \$115/hour and the range of hourly rates for HGS attorneys is \$245-\$530.
- B. To the extent practicable and consistent with the requirements of sound legal representation, HGS will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate so long as he or she has the requisite knowledge and experience. HGS’ hourly billing rates are reevaluated annually prior to the beginning of the calendar year and are subject to change each year at that time. Annually revised hourly billing rates will not be put into effect without notice to and consent by Client; however, Client’s consent will not be unreasonably withheld for annual adjustments of up to \$15/hour.
- C. In addition to billing for hourly rates, HGS will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached standard Expense Reimbursement Policy (Attachment A).

**V. FLORIDA EXECUTIVE AND LEGISLATIVE BRANCH LOBBYING LAWS**

Florida law requires any individual participating in executive or legislative branch lobbying to register as an executive or legislative branch lobbyist and report any fees associated with such representation. To the extent that HGS represents Client on matters before executive branch agencies, or before applicable legislative entities, Client agrees to sign client consent forms required by Florida lobbying law and agrees to registration of HGS attorneys as lobbyists and the reporting of fees associated with such representation.

**VI. BILLING AND PAYMENT**

The Client agrees to pay HGS monthly billings for fees and expenses incurred within thirty (30) days following receipt of a statement from HGS. HGS shall not be obligated to perform further legal services under this Fee Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of fees shall be a basis for HGS to immediately withdraw from the representation without regard to remaining actions necessitating attention by HGS as part of the representation.

**VII. ATTORNEYS' FEES AND COSTS**

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.



**VIII. TERMINATION**

Either party may terminate this Fee Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

**IX. EXECUTION OF AGREEMENT**

This Agreement shall be deemed fully executed upon its signing by HGS and the Client. The contract formed between HGS and the Client shall be the operational contract between the parties.

**X. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

COLUMBIA COUNTY

HOPPING GREEN & SAMS, P.A.

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

By:   
Vice President

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

Date: January 18, 2018

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

HOPPING GREEN & SAMS P.A.  
EXPENSE REIMBURSEMENT POLICY

The following is Hopping Green & Sams' standard expense reimbursement policy. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Interest. For all statements outstanding ninety (90) days past the invoice date, simple interest at a rate of one percent (1%) per month (twelve percent per annum) will be assessed on the outstanding fees and expenses.

Photocopying and Printing. In-house photocopying and printing is charged at \$.25 per page (black & white) and \$.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Facsimile. Outgoing facsimile transmissions are charged at \$1.00 per page. There is no charge for incoming faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at the IRS approved reimbursement rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS approved reimbursement rate.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

**Attachment A**

# Hopping Green & Sams

Attorneys and Counselors



## Eric T. Olsen

Eric Olsen assists clients across the State of Florida on issues related to environmental regulation. He has been practicing in this area for over 20 years. He primarily focuses on wetland regulation, mitigation banking, stormwater regulation, consumptive use or water use permitting, water supply, and underground injection control.

Eric started in this area as an in-house attorney with the St. Johns River Water Management District. While employed there he worked with the other water management districts to help develop the Environmental Resource Permitting program, statutes and rules governing wetland mitigation banks, and rules and policies affecting the water supply and water use. He also worked on evaluating permit applications and resolving enforcement issues – gaining key understanding of how agency staff evaluate regulatory issues.

Since joining HGS, Eric has represented industry associations and regulated entities before the Florida Legislature and before federal and state regulatory agencies, with the goal of seeking to help keep laws and rules reasonable, and to obtain permits and other authorizations in a timely, cost-efficient manner. He aspires to develop innovative approaches to regulatory problems that satisfy client needs while meeting mandatory agency requirements.

Eric is a lifelong Florida resident. He grew up in Jacksonville and Cocoa, Florida, and worked in Jacksonville before joining HGS in Tallahassee.

### Education

- University of Florida College of Law, J.D., with honors, 1989.
- Clemson University, B.A., 1986.

### Bar & Court Admissions

- Florida, 1989
- United States District Court, Middle District of Florida, 1990

### Professional Affiliations

- Florida Bar, Section on Environmental and Land Use Law.

### Experience

- Represented clients before the U.S. Army Corps of Engineers, United States Environmental Protection Agency, and U.S. Fish and Wildlife Service, to obtain permits and solve enforcement issues under section 404 of the Clean Water Act. Demonstrated to Corps that wetland impacts could not be avoided and proposed mitigation was adequate.
- Worked with U.S. Army Corps of Engineers, EPA, and U.S. Fish and Wildlife Service to prepare and execute mitigation banking instruments providing federal approval to many mitigation banks in Florida. Resolved issues relating to financial responsibility and land protection for mitigation banks, and issues involving proper credit award, mitigation bank operation, and proper service area.
- Has obtained consumptive use or water use permits for water utilities, electrical power plants, rock and sand mines, recreational facilities, and agricultural operations. Work on these permits involved resolving issues related to quantity of water needed, interference with other water users, potential environmental impacts, and compliance with established minimum flows and levels.
- Addressed third party objections relating to an Environmental Resource Permit for large land development project in Collier County, thereby allowing the project to be

permitted and proceed.

- Defended lakefront landowner in designation of Lake Disston as an Outstanding Florida Water to ensure designation did not impact development rights.
- Obtained state wetlands, stormwater, and water use permits for a large biofuel agricultural operation using Florida's expedited permitting program.
- Developed and helped enact legislation restricting the ability of water management districts to accept money as wetland mitigation (in-lieu-fee) to prevent unfair competition with private wetland mitigation banks.
- Developed and helped enact legislation providing funding for alternative water supply projects, requiring the water management districts to engage in water supply planning, and providing for the reuse of reclaimed water.
- Successfully defended permit applicant in litigation brought by third-party opponents involving challenge to Underground Injection Control permit associated with electrical power generation facility.
- Developed and helped enact legislation eliminating overlap between injection well construction under the Underground Injection Control program and the water management district water well construction program.
- Involved in drafting and lobbying legislation governing environmental resource permitting, wetland delineation, mitigation banking and water use regulation.
- Former Senior Assistant General Counsel, St. Johns River Water Management District 1990-1999. Worked with statewide inter-agency teams to develop statutes and rules regarding Environmental Resource Permitting, wetland mitigation banking, stormwater regulation, and water use and water supply regulation.

## **Representative Published Decisions**

- *Southwest Florida Water Management District v. Save the Manatee Club*, 773 So.2d 594 (Fla 1<sup>st</sup> DCA 2000) (assisted in)

## **Publications & Presentations**

- [\*Mitigation Banking Under the Florida Environmental Reorganization Act of 1993\*](#), 68 Florida Bar Journal 68 (July/August 1994).
- [\*Required Rulemaking Under Florida's APA: An Analysis of 'Feasible' and 'Practicable'\*](#), 67 Florida Bar Journal 62 (July/August 1993).
- Regularly lectures on the subjects of wetland delineation, wetland permitting, and mitigation banking at Florida Chamber of Commerce environmental permitting courses, Florida Bar presentations, CLE International courses, and National Mitigation Banking Conferences.
- Regularly lectures on the topics of consumptive use permitting and water supply at Florida Chamber of Commerce environmental permitting courses, CLE International courses, and Public Utility Research Center and the Askew Institute, University of Florida, conferences.
- Legislative summaries published in the Florida Bar's Environmental and Land Use

Law Section Reporter.

## **Awards & Recognition**

- Listed in Chambers USA, 2012-2017 Editions.
- Listed in Florida Trend Magazine's "Up and Coming Legal Elite" for Environmental and Land Use Law
- Named the Best Lawyers 2013 Tallahassee Water Law "Lawyer of the Year"; listed in Best Lawyers in America, for Environmental Law, Litigation – Environmental and Water Law, 2007-2018 Editions.

## **Practice Areas**

Administrative, Consumptive Use Permitting, Energy Facilities Siting & Licensing, Legislative & Government Affairs, State-owned Lands, Water & Wastewater Utilities, Water Resources, Wetlands & Mitigation Banking



# 12

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: February 22, 2018 Meeting Date: March 1, 2018

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

Utility permit from Comcast for SW Kirby Ave.

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? [X] 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:

[X] Consent Item [ ] Discussion Item



**COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS  
UTILITY PERMIT**

Date: 2-21-18 Permit No. \_\_\_\_\_ County Road KIRBY AVE Section No. \_\_\_\_\_

Permittee COMCAST (CATHERINE HODGES)

Address 7666 BLANDING BLVD, JACKSONVILLE, FL 32244 Telephone Number 904-777-9052 EXT 280

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain PLACING 264' OF O/H CATV FACILITIES ALONG KIRBY AVE TO SERVE 300 SW KIRBY AVE

FROM: SW KIRBY AVE TO: SW WOODBRANCH LN

Submitted for the Utility Owner by: CATHERINE HODGES/ADMIN ASST *C. Hodges* 2-21-18  
Typed Name & Title Signature Date

1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within corporate limits of Municipality: YES ( ) NO ( ). If YES: LAKE CITY ( ) FORT WHITE ( ). A letter of notification was mailed on 2-21-18 to the following utility owners \_\_\_\_\_

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is \_\_\_\_\_, located at \_\_\_\_\_ Telephone Number \_\_\_\_\_. The PERMITTEE's employee responsible for Maintenance of Traffic is \_\_\_\_\_ Telephone Number \_\_\_\_\_ (This name may be provided at the time of the 24 hour notice to starting work.)

3. This PERMITTEE shall commence actual construction in good faith within \_\_\_\_ days after issuance of permit, and shall be completed within \_\_\_\_ days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

4. The construction and maintenance of such utility shall not interfere with the property and rights of a prior PERMITTEE.

5. It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

6. Pursuant to Section 337-403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or



relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

7. In case of non-compliance with the County's requirements in effect as of the approval date of this permit, this permit void and the facility will have to be brought into compliance or removed from the right of way at no cost to the County.

8. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless Columbia County, Florida from any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said PERMITTEE of the aforesaid right and privileges.

9. During construction, all safety regulations of the County shall be observed and the PERMITTEE must take measures, including pacing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices, as amended for highways.

10. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this permit acknowledges its present and continuing ownership of its utilities located between \_\_\_\_\_ and \_\_\_\_\_ within the County's right of way as set forth above. PERMITTEE, as its sole expense, shall promptly remove said out of service utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

11. Special instructions: Minimum cover of thirty inches (30") will be required at all locations. Columbia County will not be financially responsible for any damage to facilities with less than thirty inches (30") cover. Cables shall not be located within driveway ditches.

12. Additional Stipulations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is understood and agreed that commencement by the PERMITTEE is acknowledgment and acceptance of the binding nature of these specialist instructions.

Submitted By: CATHERINE HODGES  
Permittee

Place Corporate Seal

  
Signature and Title

\_\_\_\_\_  
Attested

Utilities Permit  
Page three  
Revised: 8/17/00

Recommended for Approval:

Signature: 

Title: ASS county MANAGER

Date: 02-21-18

Approval by Board of County Commissioners, Columbia County, Florida:

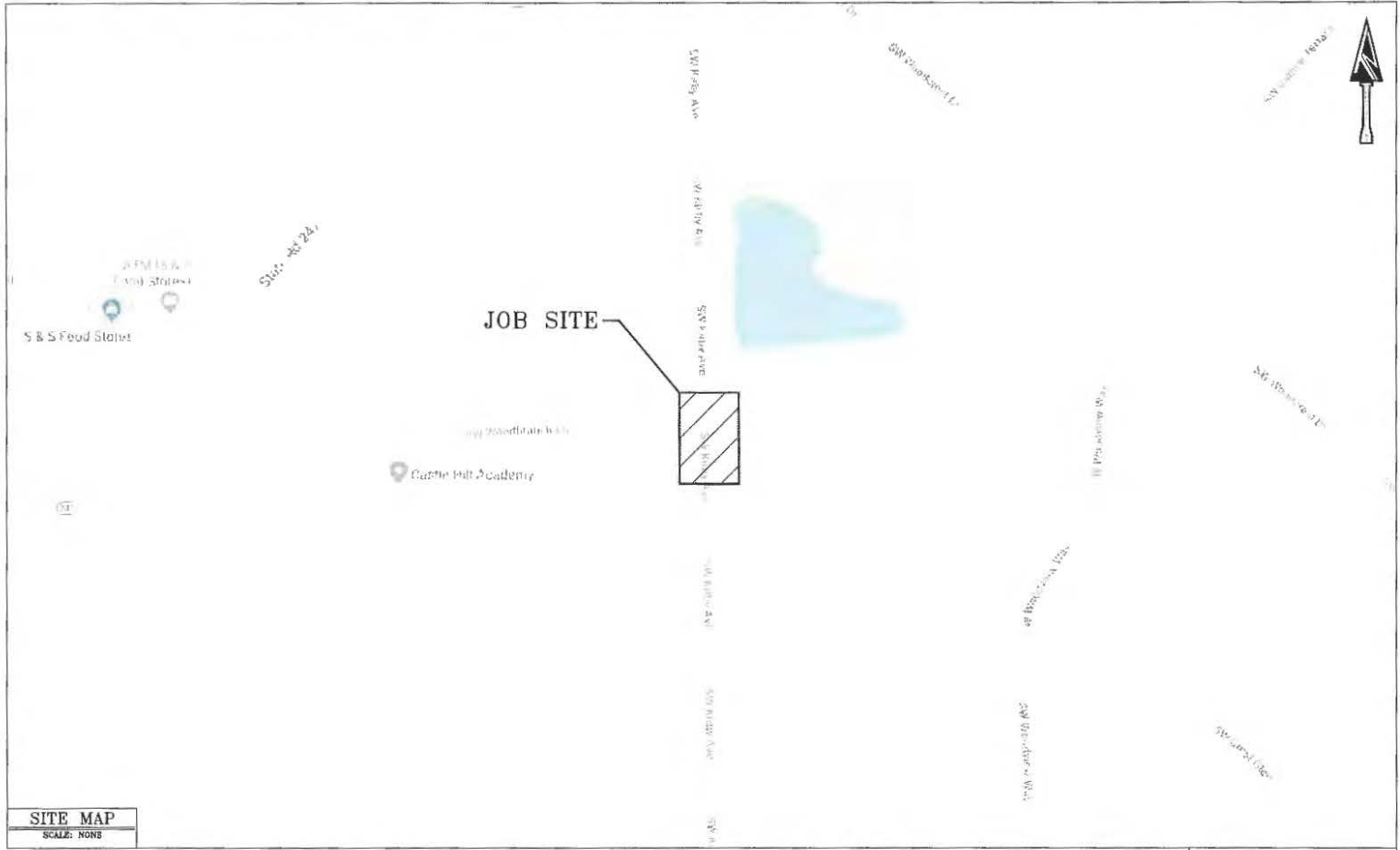
YES ( )      NO ( )

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

Chairman's Signature: \_\_\_\_\_

*Rec  
2/21/18*

300 SW KIRBY AVE  
CITY PERMIT  
COVER



SITE MAP  
SCALE: NONE

MOT NOTES

TRAFFIC CONTROL SHALL COMPLY WITH FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND F.D.O.T. DESIGN STANDARD #NO. 600.

PROJECT TOTALS

PROP. BURIED CATV:	0'
PROP. OH CATV:	264'
TOTAL PROP. CATV:	264' (0.03MI.)

300 SW KIRBY AVE



COLUMBIA COUNTY, FL  
RIGHT-OF-WAY PERMIT

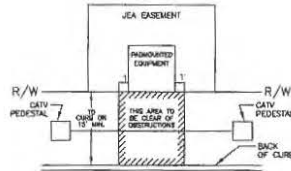
SUBJECT:  
PROPOSED AERIAL CATV  
FACILITIES ON SW KIRBY AVE

DIA:  
N/A

COUNTY:	COLUMBIA
STATE:	FLORIDA
SHEET NO.:	1 OF 4
DATE:	02/20/2018
MAP:	N/A
DRAFTED BY:	J. COMPTON

BINDING SPACE

# 300 SW KIRBY AVE CITY PERMIT NOTES & TYPICALS



NOTE:  
PLACE PEDESTALS TO THE LEFT  
OR RIGHT SIDE OF JEA  
TRANSFORMER LOCATIONS.

**TYPICAL JEA EASEMENT**  
N.T.S.

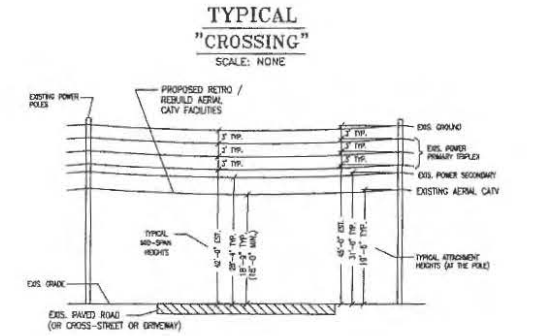
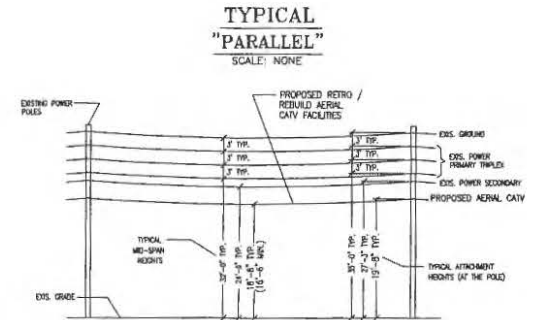
ALL UTILITIES LOCATED BY  
VISUAL INSPECTION, TO  
VERIFIED BY LOCATES.

EOT REPRESENTS EDGE OF  
TRAVEL NOT TRUE EDGE OF  
PAVEMENT.

E/P REPRESENTS THE TRUE  
EDGE OF PAVEMENT.

EOD REPRESENTS THE EDGE OF  
DIRT.

HAND DIG TRENCHES 36" DEEP  
ACROSS DIRT ROAD.



### COLUMBIA COUNTY AERIAL NOTES

ALL PROPOSED CONSTRUCTION WILL BE PER  
COLUMBIA COUNTY SPECIFICATIONS AS WELL AS  
ALL NESC SAFETY CODES.

ALL PROPOSED CATV WILL BE WITHIN THE  
COLUMBIA COUNTY RIGHT-OF-WAY.

ALL PROPOSED CATV WILL BE 700" OR .840"  
DIAMETER, INSULATED COAXIAL CABLE OR 1.0"  
DIAMETER, INSULATED FIBER OPTIC CABLE,  
AND WILL BE LASHED TO .250" STEEL STRAND  
CABLE USING .125" STD. GALV. LASHING WIRE.

ALL PROPOSED AERIAL CATV CROSSINGS (BOTH  
ROADWAYS AND DRIVEWAYS) WILL HAVE MINIMUM  
MID-SPAN HEIGHT OF 18'-0".

ALL OTHER PROPOSED AERIAL CATV WILL HAVE  
MINIMUM MID-SPAN HEIGHT OF 16'-6" AS PER  
NESC SPECIFICATIONS.

NOTIFICATIONS TO ALL UTILITIES INVOLVED  
WILL BE MADE PRIOR TO CONSTRUCTION.

LEGEND			
X	POWER POLE	—	BORE
⊗	POWER TRANSFORMER POLE	—	SWALE/DITCH
⊕	JOINT USE TRANSFORMER POLE	—	GUARD RAIL
○	PHONE POLE	—	FENCE LINE
●	CATV POLE	—	PROPOSED OVERHEAD CATV
⊙	STEEL POLE	—	PROPOSED BURIED CATV
⊗	CONCRETE POLE	—	EXISTING OVERHEAD CATV
⊕	JOINT USE POLE	—	EXISTING BURIED CATV
(R)	RISER	—	OVERHEAD ELECTRIC
—	ANCHOR	—	BURIED ELECTRIC
	OVERHEAD GUY	—	GAS
V	CATV FIBER VAULT	—	OVERHEAD TELEPHONE
⊞	TRAFFIC SIGNAL VAULT	—	BURIED TELEPHONE
⊙	TRAFFIC SIGNAL POLE	—	SANITARY SEWER
⊞	TRAFFIC SIGNAL BOX	—	STORM SEWER
⊙	CROSS SECTION REFERENCE	—	WATER
???	AERIAL FOOTAGE	—	CENTERLINE
???	U/G FOOTAGE	—	EDGE OF PAVEMENT
/	REFERENCE POINT	—	BACK OF CURB
	STORM DRAIN	—	RIGHT OF WAY

USE CASE 1 M.O.T.

BINDING SPACE



## COLUMBIA COUNTY, FL RIGHT-OF-WAY PERMIT

SUBJECT: PROPOSED AERIAL CATV FACILITIES ON SW KIRBY AVE	COUNTY:	COLUMBIA
	STATE:	FLORIDA
	SHEET NO.:	2 OF 4
	DATE:	02/20/2018
CFR: N/A	MAP:	N/A
	DRAFTED BY:	J. COMPTON

300 SW KIRBY AVE

BINDING SPACE

# 300 SW KIRBY AVE CITY PERMIT M.O.T. CASES

Shoulder Work  
(2'-15' From the Edge of Pavement)  
(Maintaining two-way traffic in two travel lanes)

Shoulder Work With Minor Encroachment  
(Within 2' of the Edge of Pavement)

Lane Closure on a Two-Lane Road  
(Two Flagger Operation)

**LEGEND**

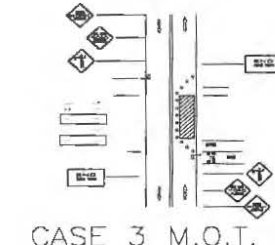
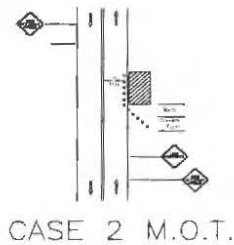
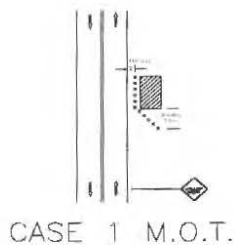
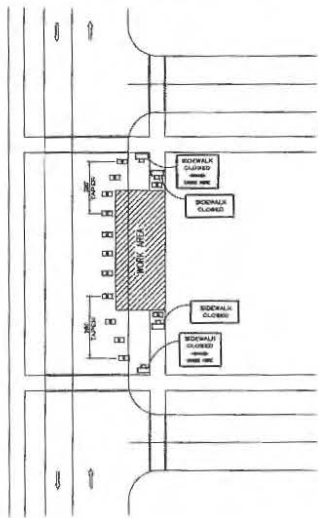
- ◻ Channeling Device
- ◻ Flagger Symbol
- x Portable Sign Support
- Arrow Display
- ⬆ High Level Warning Device
- ▨ Work Area
- ⬇ Warning Sign

**SIGN SPACING**

ROAD TYPE	DISTANCE BETWEEN SIGNS*		
	A	B	C
LIMITED (low speed)	100	100	100
LIMITED (high speed)	300	350	350
RURAL	300	300	300
Expressway/Freeway	1,000	1,200	2,640

\* 2.40mph = high speed

## MID-BLOCK SIDEWALK CLOSURE



A CASE 3 M.O.T. SHALL ONLY BE IMPLEMENTED WHILE CONTRACTOR PERSONNEL ARE PRESENT. DURING OFF HOURS THIS M.O.T. SHOULD BE REMOVED AND TWO LANES OF TRAFFIC RESTORED.

\* SPEED CATEGORY TO BE DETERMINED BY HIGHWAY AGENCY  
\* DISTANCES ARE SHOWN IN FEET. THE DIMENSIONS MEASURING A, B, AND C ARE THE DIMENSIONS SHOWN IN FIGURES 84-1 THROUGH 84-45 OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE DIMENSION IS THE DISTANCE FROM THE TRANSITION OR POINT OF RESTRICTION TO THE FIRST SIGN. THE DIMENSION IS THE DISTANCE BETWEEN THE FIRST AND SECOND SIGNS. THE DIMENSION IS THE DISTANCE BETWEEN THE SECOND AND THIRD SIGNS. THE DIMENSION IS THE DISTANCE FROM THE FIRST SIGN TO THE THIRD SIGN.  
\* FOR LONGITUDINAL DIMENSIONS ARE TO BE ADJUSTED TO FIT FIELD CONDITIONS. SEE FIRST INDEX NO. 800

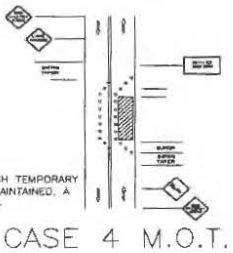
**TAPER LENGTH CRITERIA**

TYPE OF TAPER	TAPER LENGTH (L)*
WEDGING TAPER	AT LEAST L
SHIFTING TAPER	AT LEAST 0.5L
SHOULDER TAPER	AT LEAST 0.33L
ONE LANE, TWO WAY TRAFFIC TAPER	100 FT. MAXIMUM
DOWNSTREAM TAPER	100 FT PER LANE

Lane Closure in Advance of an Intersection  
(Work Area on the Through Road)



Work in Travel Lane or a Minor Urban Street  
(Maintaining Two-Way Traffic)



ALL ROAD CROSSINGS SHALL BE DONE IN ONE DAY. CROSS STREETS ARE TO BE RESTORED TO TWO LANES OF TRAFFIC DURING NON-WORKING HOURS.

MINIMUM 11' WIDTH FOR EACH TEMPORARY LANE. IF 11' CANNOT BE MAINTAINED, A CASE 3 M.O.T. MUST BE USED.

## GENERAL NOTES

- ONLY THE SIGNS CONTROLLING PEDESTRIAN FLOWS ARE SHOWN. OTHER WORK ZONE SIGNS WILL BE NEEDED TO CONTROL TRAFFIC ON STREETS.
- TEMPORARY WALKWAYS SHALL BE A MINIMUM OF 4' WIDE AND KEPT FREE OF ANY OBSTRUCTIONS AND HAZARDS SUCH AS HOLES, DEBRIS, MUD, CONSTRUCTION EQUIPMENT, STORED MATERIALS AND ETC. (FOR DETAILS SEE INDEX 800)
- POST MOUNTED SIGNS LOCATED NEAR OR ADJACENT TO A SIDEWALK SHALL HAVE A 7" MINIMUM CLEARANCE FROM THE BOTTOM OF SIGN TO THE SIDEWALK.
- THE CITY OF JACKSONVILLE PROHIBITS MIDBLOCK CROSSING OF PEDESTRIANS. WHEN AN ALTERNATE ROUTE IS NOT FEASIBLE, CONTRACTOR SHALL PROVIDE AN ADA COMPLIANT PEDESTRIAN PATHWAY THROUGH THE WORK ZONE WHEN SIDEWALK IS CLOSED.

## CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT WORKERS OR THEIR ACTIVITIES ENVOACH ON THE SIDEWALK FOR A PERIOD OF MORE THAN 60 MINUTES

**MAINTENANCE OF TRAFFIC REQUIREMENTS**

- ANY MODIFICATIONS OF THIS MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED TO THE CITY OF JACKSONVILLE TRAFFIC ENGINEERING DIVISION FOR REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION.
- PROJECT WORK HOURS ARE BETWEEN 7:00 AM TO 7:00 PM ON RESIDENTIAL STREETS, AND 9:00 AM TO 4:00 PM ON COLLECTOR OR ARTERIAL STREETS.
- CONTRACTOR MUST MAINTAIN EXISTING SIGNING. IF SIGNS ARE DAMAGED DUE TO HIS ACTIVITY, THE CONTRACTOR IS REQUIRED TO REPLACE THEM IN ACCORDANCE WITH CURRENT CITY STANDARD SPECIFICATIONS IMMEDIATELY.
- TRAFFY FOOT RADII ARE REQUIRED AT ALL INTERSECTIONS WHERE THE ROADWAY IS REDUCED.
- ACCESS TO ALL STREETS AND DRIVEWAYS TO BE MAINTAINED AT ALL TIMES.
- IF SIDEWALKS ARE DISTURBED AND HAVE TO BE REPLACED, HANDICAP RAMPS ARE TO BE INSTALLED.
- THE CONTRACTOR SHALL CONFINE HIS ACTIVE WORK AREA TO NO MORE THAN ONE BLOCK AT A TIME.
- THE ROADWAY SHALL BE RESTORED TO AT LEAST A LIMBEROCK SURFACE BEFORE IT IS REOPENED TO TRAFFIC, AND BEFORE THE CONTRACTOR MOVES ON TO THE NEXT CONSTRUCTION ZONE.
- DUST CONTROL MEASURES SHALL BE IMPLEMENTED ON ALL UNPAVED SURFACES UNTIL PAVED.
- WHERE CONSTRUCTION PHASING IS NOT SHOWN ON PLANS, OR IF CONTRACTOR WANTS TO ALTER THE PHASING SHOWN, CONTRACTOR IS TO SUBMIT PHASING PLAN WITH A PROPOSED CONSTRUCTION SCHEDULE TO TRAFFIC ENGINEERING PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY TRAFFIC ENGINEERING DIVISION (307-5881) A MINIMUM OF 5 WORKING DAYS PRIOR TO IMPLEMENTATION OF THE M.O.T.
- TRAFFIC SIGNAL, VEHICLE LOOPS SHALL BE RESTORED TO PROPER OPERATION WITHIN 36 HOURS OF BEING DESTROYED OR DAMAGED. CONTACT TERRY SANDERS AT 307-6871 OR MASON SCOTO AT 307-6867 A MINIMUM OF 48 HOURS PRIOR TO WORKING NEAR A SIGNALIZED INTERSECTION.

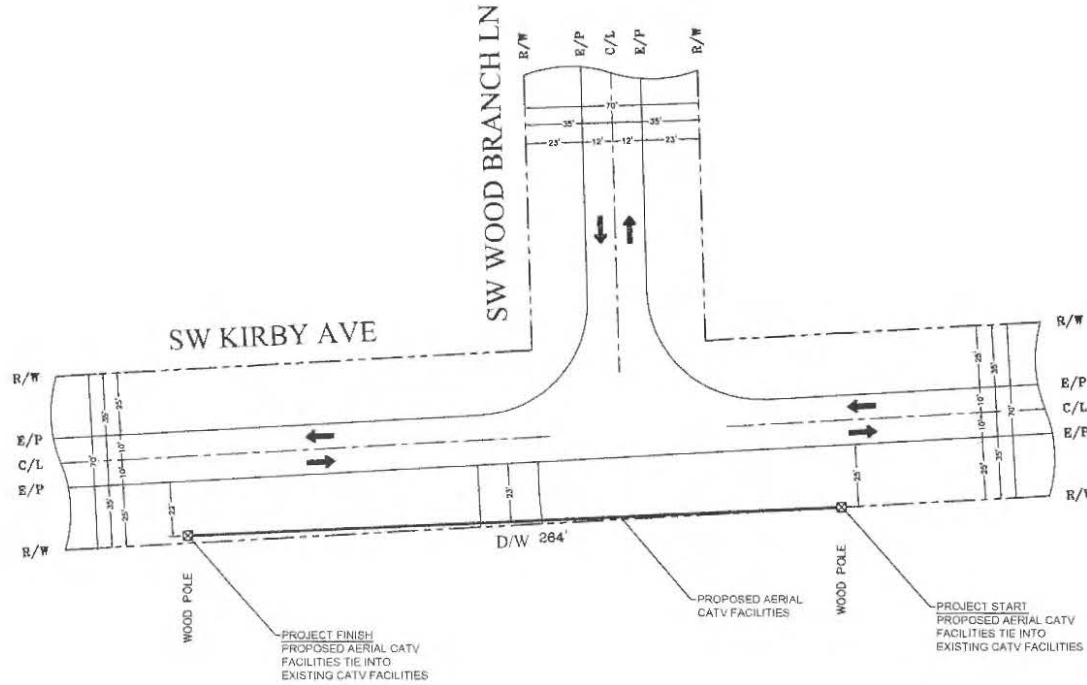


# COLUMBIA COUNTY, FL RIGHT-OF-WAY PERMIT

300 SW KIRBY AVE

SUBJECT:	COUNTY:	COLUMBIA
PROPOSED AERIAL CATV FACILITIES ON SW KIRBY AVE	STATE:	FLORIDA
	SHEET NO.:	3 OF 4
	DATE:	02/20/2018
C/A:	MAP:	N/A
N/A	DRAFTED BY:	J. COMPTON

**300 SW KIRBY AVE  
CITY PERMIT  
PLAN VIEW**



BINDING SPACE



**COLUMBIA COUNTY, FL  
RIGHT-OF-WAY PERMIT**

SUBJECT:  
PROPOSED AERIAL CATV  
FACILITIES ON SW KIRBY AVE

CIFA:  
N/A

300 SW KIRBY AVE

COUNTY: COLUMBIA  
STATE: FLORIDA  
SHEET NO.: 4 OF 4  
DATE: 02/20/2018  
MAP: N/A  
DRAFTED BY: J. COMPTON



# 13

**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: February 13, 2018 Meeting Date: March 1, 2018

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: 

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

**Utility permit from Florida Power and Light for SE Sandy, Pounds Hammock Rd, and SE Academic Ave.**

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 COMISSIONERS  
UTILITY PERMIT

Date: 2/02/18 Permit No. \_\_\_\_\_ County Road \_\_\_\_\_ Section No. \_\_\_\_\_

Permittee Florida Power & Light

Address 9001 Ellis Rd., Melbourne, FL 32904 Telephone Number 321-726-4867

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain Replace 6 existing wood poles with proposed wood poles Install 4 new proposed wood poles

Located Along SE Sandy Dr, Pounds Hammock Rd and SE Academic Ave  
MOT 602 603 605 625

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

Submitted for the Utility Owner by: Melissa Slyter-Prmt Admn. *Melissa slyter* 2/02/2018  
Typed Name & Title Signature Date

1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within corporate limits of Municipality: YES ( ) NO ( ). If YES: LAKE CITY ( ) FORT WHITE ( ). A letter of notification was mailed on \_\_\_\_\_ to the following utility owners \_\_\_\_\_

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is \_\_\_\_\_, located at \_\_\_\_\_ Telephone Number \_\_\_\_\_. The PERMITTEE's employee responsible for Maintenance of Traffic is \_\_\_\_\_ Telephone Number \_\_\_\_\_ (This name may be provided at the time of the 24 hour notice to starting work.)

3. This PERMITTEE shall commence actual construction in good faith within \_\_\_\_\_ days after issuance of permit, and shall be completed within 180 days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

4. The construction and maintenance of such utility shall not interfere with the property and rights of a prior PERMITTEE.

5. It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

6. Pursuant to Section 337-403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or

relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

7. In case of non-compliance with the County's requirements in effect as of the approval date of this permit, this permit void and the facility will have to be brought into compliance or removed from the right of way at no cost to the County.

8. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless Columbia County, Florida from any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said PERMITTEE of the aforesaid right and privileges.

9. During construction, all safety regulations of the County shall be observed and the PERMITTEE must take measures, including pacing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices, as amended for highways.

10. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this permit acknowledges its present and continuing ownership of its utilities located between \_\_\_\_\_ and \_\_\_\_\_ within the County's right of way as set forth above. PERMITTEE, as its sole expense, shall promptly remove said out of service utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

11. Special instructions: Minimum cover of thirty inches (30") will be required at all locations. Columbia County will not be financially responsible for any damage to facilities with less than thirty inches (30") cover. Cables shall not be located within driveway ditches.

12. Additional Stipulations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is understood and agreed that commencement by the PERMITTEE is acknowledgment and acceptance of the binding nature of these specialist instructions.

Submitted By: Melissa Slyter  
Permittee

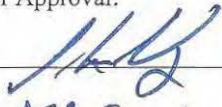
Place Corporate Seal

Melissa Slyter  
Signature and Title      Permit Admin.

\_\_\_\_\_  
Attested

Utilities Permit  
Page three  
Revised: 8/17/00

Recommended for Approval:

Signature:   
Title: ASS County Manager  
Date: 02-12-18

Approval by Board of County Commissioners, Columbia County, Florida:

YES ( )      NO ( )

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

Chairman's Signature: \_\_\_\_\_

*Rec'd 2-9-18*



# Cover Sheet: WR#7640901

Page 1 of 7

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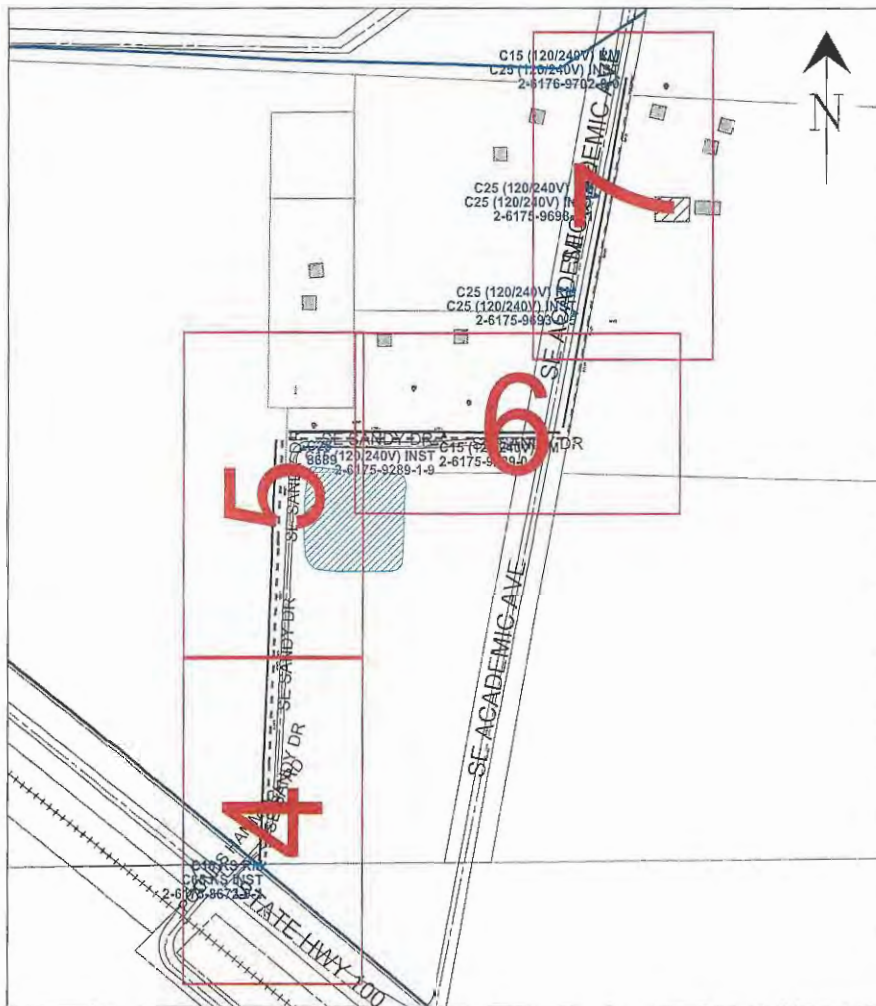
13KV

FUTURE 23KV

23KV

SALT SPRAY

ROCK



### GENERAL NOTES

- NOTIFY CUSTOMERS OF TEMPORARY POWER AND TRAFFIC INTERRUPTIONS.
- PROVIDE WARNING SIGNALS FOR PEDESTRIANS AND TRAFFIC SIGNALS FOR MOTORISTS.
- SERVICE TO TRAFFIC SIGNAL, SCHOOL FLASHING SIGNAL, AND LIFT STATIONS MUST REMAIN ENERGIZED AT ALL TIMES.

- STAKING NOTES:-INTERMEDIATE POLES: STAKE POLES IN-LINE AT STATED DISTANCES.**
- POLE REPLACEMENT: STAKE POLES IN-LINE AND WITHIN 2' OF EITHER SIDE OF EXISTING POLE UNLESS OTHERWISE NOTED.
  - ALL POLES STAKED WITH FIELD SIDE FACE AT R/W LINE UNLESS OTHERWISE NOTED.
  - SEE BELOW FOR ADDITIONAL DETAILED STAKING NOTES.

- GENERAL GROUNDING, GUYING, AND U-GUARD NOTES**
- BOND WIRE (DCS D-2.0.0, FIG. 1 - 3 AND D-7.0.0, DETAIL A AND B)
  - ATTACH BOND WIRE TO THE GUY WIRE AND DO NOT ATTACH TO PREFORMED GRIP.
  - STREET LIGHT BRACKETS (DCS H-11.0.0, FIG. 1- 4 AND DCS H-11.1.0, FIG. 1 - 5)
  - GROUND ALL STREET LIGHT BRACKETS (I.E. TO POLE BOND IF GROUND RODS ARE REQUIRED OR TO SYSTEM NEUTRAL IF NO GROUND RODS ARE REQUIRED.
  - U-GUARDS (DCS UH-14.0.0 AND UH-14.0.2)
  - WOOD POLES: USE TAPCON FASTENERS IN ALL BASE SECTION HOLES AND EVERY OTHER HOLE OF TOP SECTIONS.
  - CONCRETE POLES: USE AT LEAST 10 TAPCON FASTENERS PER 10 FOOT U-GUARD SECTION AND AT LEAST 6 TAPCON FASTENERS FOR SHORTER SECTIONS. BACK PLATE (DCS UH-14.0.1)
  - REQUIRED ON FIRST 10 FOOT SECTION ABOVE GROUND (WOOD AND CONCRETE POLES).
  - GUYING (DCS D-2.0.0)
  - GUYS SHALL HAVE A GUY MARKER (GUY GUARD) INSTALLED AT ALL LOCATIONS.
  - RISER (DCS G-10.1.0 AND G-10.2.0)
  - BOND ALL METAL RISER CONDUITS ON POLES.
  - GROUND RODS (DCS G-3.0.1)
  - TOP MUST BE A MINIMUM OF 6 INCHES BELOW GRADE.



PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES. CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

### CONSTRUCTION NOTES:

- FRAMING IS BASED ON THE POWER SYSTEMS DISTRIBUTION CONSTRUCTION STANDARDS (DCS MANUAL).
- ALL POLES TO BE SET PER DCS D-3.0.0 UNLESS NOTED OTHERWISE.
- SET POLES WITH BRANDING FACING THE STREET WHENEVER POSSIBLE.
- INSTALL TLM TAGS AS INDICATED ON DRAWING.
- TAG FUSE SIZE ON POLE AS INDICATED ON DRAWING.
- CHECK VOLTAGE ROTATION AND CONTINUITY AT EACH TRANSFORMER AND RISER LOCATION.

**CALL SUNSHINE #811  
48 HOURS BEFORE YOU DIG  
LOCATE MARKINGS COLOR CODE**

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

**American Disabilities Act**  
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.

PLOT DATE/TIME: 01/18/2018 09:38:23  
PRINTED BY: cmc03u3  
Size: 11 x 17  
REVISION  
IPC DATE



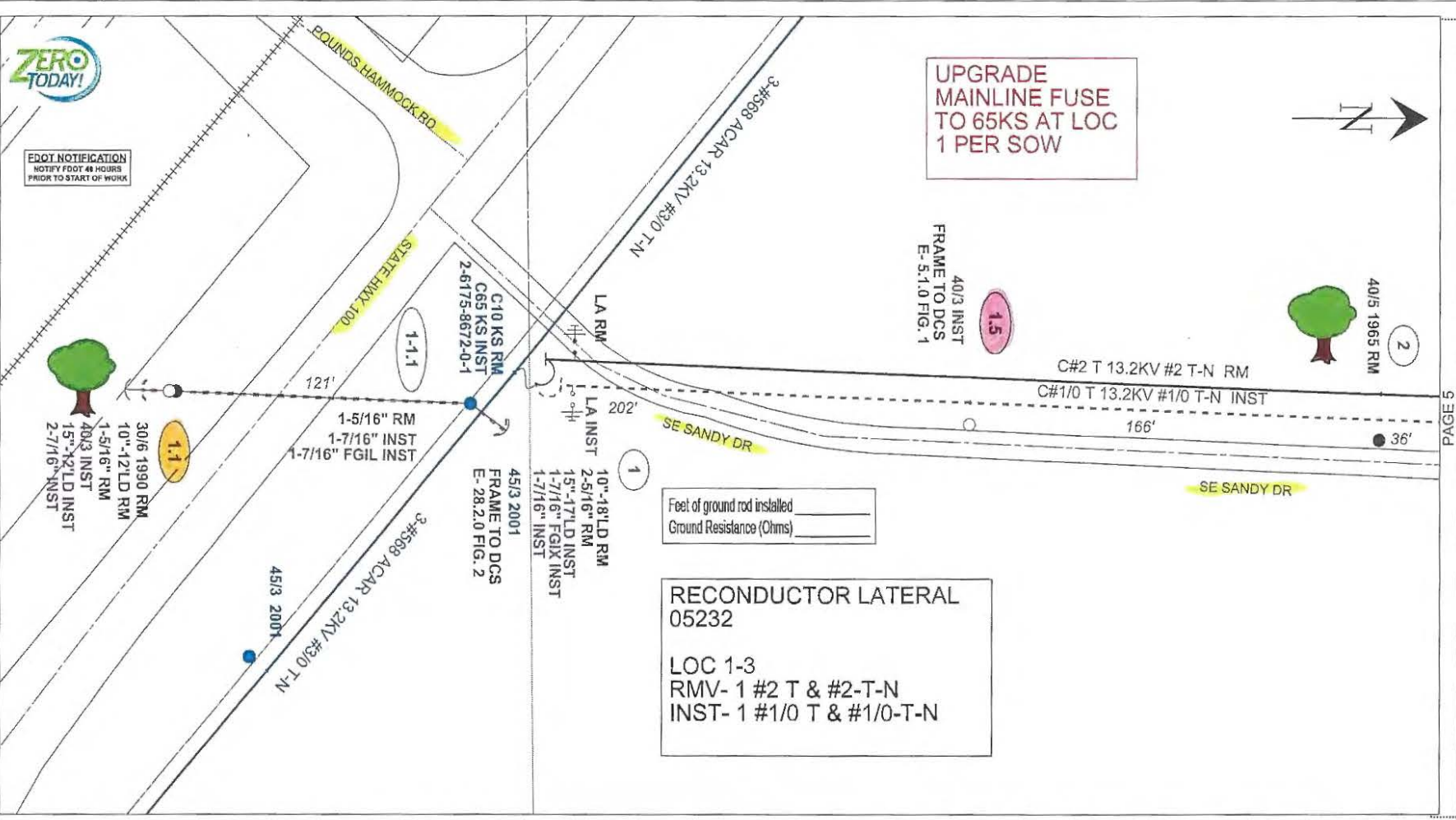
Easement? <input type="checkbox"/>	Tree Work? <input checked="" type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>
Designer/Stake? <input type="checkbox"/>	CT/Special Mt? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/Stake? <input checked="" type="checkbox"/>
POLE LINE FT:	POLE LINE FT. ON TRANS. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY <input type="checkbox"/>	COUNTY RD <input checked="" type="checkbox"/>	COUNTY AIR <input type="checkbox"/>
WMD <input type="checkbox"/>	RR XING <input type="checkbox"/>	DR. DIST. <input type="checkbox"/>	STATE RD <input checked="" type="checkbox"/>
Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	FAA <input type="checkbox"/>



Job Owner:	Donald Cobb	M/A: NF	Township: 04 Range: 17 Section 01
Designer:	Christopher Capeda	SS17OH 305232 PRICE-CAP-Lateral Hardening	
Date:	01/18/2018	Scale: 1" = 216'	
305232 OHR PRICE, LAKE CITY, FL, 32055		Dwg No. 7640901_11x17 OH2.xml	Map No. KN1138
WR: 7640901		Page 1 of 7	

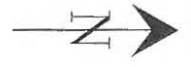
FEEDERS: PRICE 05232

INACCESSIBLE  13KV  FUTURE 23KV  23KV  SALT SPRAY  ROCK



FDOT NOTIFICATION  
NOTIFY FDOT 48 HOURS  
PRIOR TO START OF WORK

UPGRADE  
MAINLINE FUSE  
TO 65KS AT LOC  
1 PER SOW



REVISION

Size: 11 x 17

PRINTED BY: cmc03.ud

PLOT DATE/TIME: 01/18/2018 09:38:27

DATE	IPC
	1
	2
	3
	4

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RDS.			
Supervisor's Signature		Date	
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.			
Foreman's Signature		Date	

MOT 602	MOT 603	MOT 605	MOT 625
Easement? <input type="checkbox"/>	Tree Work? <input checked="" type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>
Designer/Slake? <input type="checkbox"/>	CTI/Special Mtg? <input type="checkbox"/>	Work with BMO? <input type="checkbox"/>	Survey/Slake? <input checked="" type="checkbox"/>
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY <input type="checkbox"/> COUNTY RD <input checked="" type="checkbox"/> COUNTY AIR <input type="checkbox"/>	STATE RD <input checked="" type="checkbox"/>	FAA <input checked="" type="checkbox"/>
Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	

Replace existing wood with proposed wood    Install new proposed wood



Job Owner:	Donald Cobb	M/A: NF	Township: 04 Range: 17 Section 01
Designer:	Christopher Cepeda	SS17OH 305232 PRICE-CAP-Lateral Hardening	
Date:	01/18/2018	Scale: 1" = 40'	
0'      40'      80'		305232 OHR PRICE, LAKE CITY, FL, 32055	
Dwg No. 7640901_11x17 OH2.xml		Map No. KQ1138	
WR: 7640901		Page 4 of 7	

PAGE 5



FEEDERS: PRICE 05232

INACCESSIBLE

13KV

FUTURE 23KV

23KV

SALT SPRAY

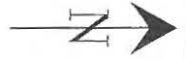
ROCK



RECONDUCTOR LATERAL  
05232

LOC 1-3, 3-5  
RMV- 1 #2 T & #2-T-N  
INST- 1 #1/0 T & #1/0-T-N

Feet of ground rod installed \_\_\_\_\_  
Ground Resistance (Ohms) \_\_\_\_\_



40/3 INST  
FRAME TO DCS  
E-5.1.0 FIG.3

2.2

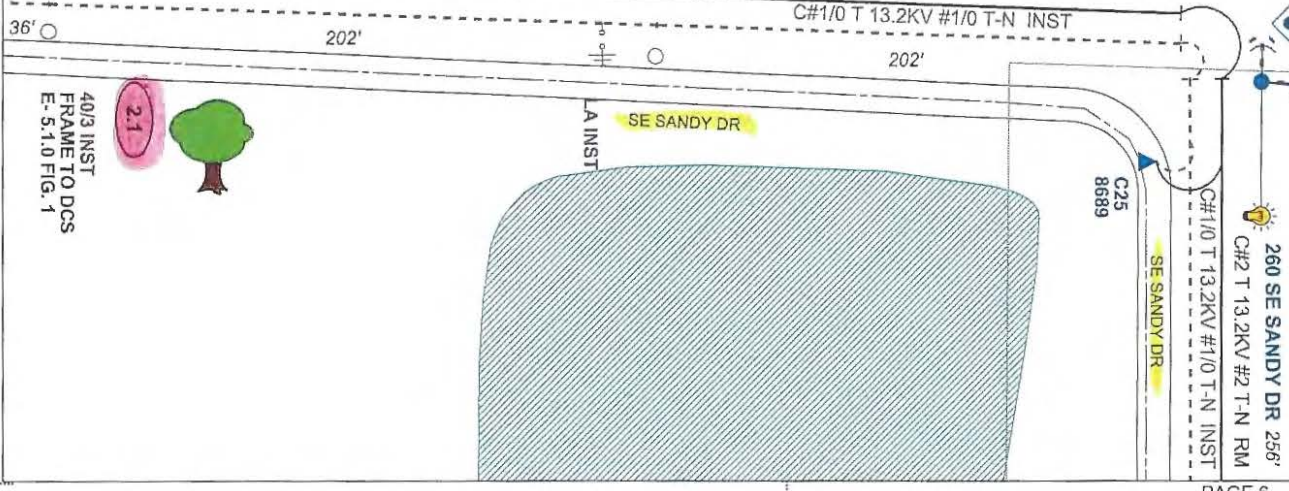


40/3  
FRAME TO DCS  
E-5.2.0 FIG.4  
I-42.0 FIG.3

15"-13/16" INST  
1-7/16" FGIL INST  
1-7/16" FGIL INST  
15"-12/16" INST  
1-7/16" FGIL INST  
1-5/16" RM  
10"-13/16" RM  
1-5/16" FGIL RM  
1-5/16" RM  
10"-6/16" RM  
1-5/16" FGIL RM

LOC 3 IS 852' N  
OF SATE HWY 100

PAGE 4



24" HH

1/0 A TPX  
112'

30/6 1957

Feet of ground rod installed \_\_\_\_\_  
Ground Resistance (Ohms) \_\_\_\_\_

PRE-ARRANGED OUTAGE  
NOTIFICATION REQUIRED  
@ TLN 2-6175-8689-0-8  
1 HR DURATION

PAGE 6

REVISION  
 DATE  
 IPC  
 1  
 2  
 3  
 4  
 PLOT DATE/TIME: 01/18/2018 09:38:29  
 PRINTED BY: cmed3u3  
 Size: 11 x 17

AS-BUILT CREW PRINT	AS-BUILT COPY
Foreman's Signature _____ Date _____	Initials _____ Cert. Date _____
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature _____ Date _____	
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature _____ Date _____	

MOT 602 MOT 603

Install new proposed wood

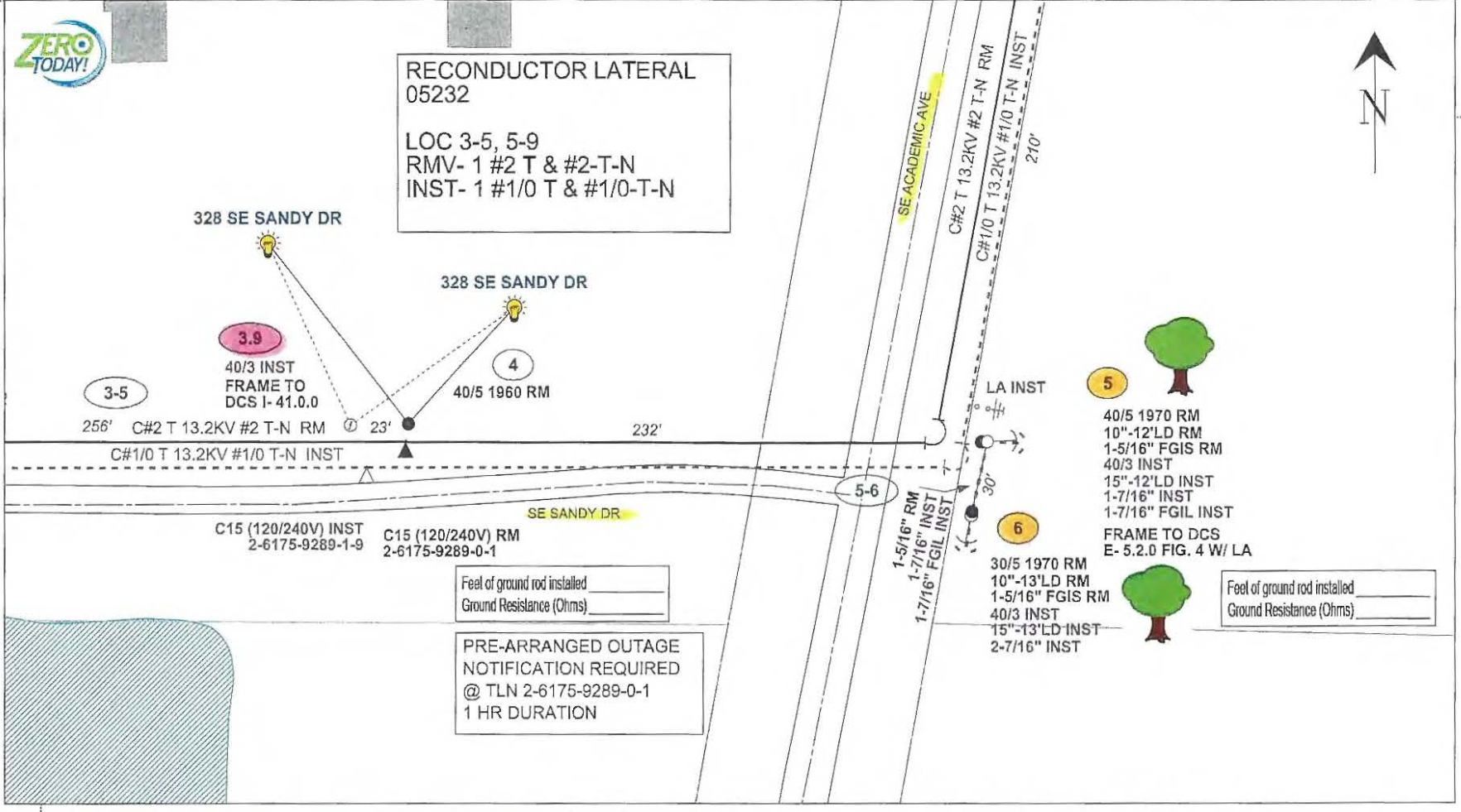
Easement? <input type="checkbox"/>	Tree Work? <input checked="" type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>
Designer/State? <input type="checkbox"/>	CT/Special Mt? <input type="checkbox"/>	Work with SMO? <input type="checkbox"/>	Survey/State? <input checked="" type="checkbox"/>
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY <input type="checkbox"/>	COUNTY RD <input checked="" type="checkbox"/>	COUNTY AIR <input type="checkbox"/>
	WMO <input type="checkbox"/>	RR XING <input type="checkbox"/>	DR. DIST. <input type="checkbox"/>
		STATE RD <input checked="" type="checkbox"/>	FAA <input checked="" type="checkbox"/>
		TRANSM. <input type="checkbox"/>	
Requested Tel. Co. Bel Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	



Job Owner:	Donald Cobb	M/A:	NF	Township:	D4 Range: 17 Section 01
Designer:	Christopher Cepeda	SS170H 305232 PRICE-CAP-Lateral Hardening			
Date:	01/18/2018	Scale: 1" = 40'			
		305232 OHR PRICE, LAKE CITY, FL, 32055		Dwg No. 7640901_11x17 OH2.xml	
		0' 40' 80'		Map No. KQ1138	
		WR: 7640901		Page 5 of 7	

FEEDERS: PRICE 05232     INACCESSIBLE     13KV     FUTURE 23KV     23KV     SALT SPRAY     ROCK

PAGE 7



**RECONDUCTOR LATERAL 05232**  
 LOC 3-5, 5-9  
 RMV- 1 #2 T & #2-T-N  
 INST- 1 #1/0 T & #1/0-T-N

328 SE SANDY DR

328 SE SANDY DR

3.9  
 40/3 INST  
 FRAME TO  
 DCS I-41.0.0

4  
 40/5 1960 RM

3-5  
 256' C#2 T 13.2KV #2 T-N RM

C#1/0 T 13.2KV #1/0 T-N INST

232'

C15 (120/240V) INST  
 2-6175-9289-1-9

C15 (120/240V) RM  
 2-6175-9289-0-1

SE SANDY DR

Feet of ground rod installed \_\_\_\_\_  
 Ground Resistance (Ohms) \_\_\_\_\_

**PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 2-6175-9289-0-1 1 HR DURATION**

5-6  
 1-5/16" RM  
 1-7/16" INST  
 1-7/16" FGIL INST

LA INST

5  
 40/5 1970 RM  
 10"-12"LD RM  
 1-5/16" FGIS RM  
 40/3 INST  
 15"-12"LD INST  
 1-7/16" INST  
 1-7/16" FGIL INST

FRAME TO DCS  
 E- 5.2.0 FIG. 4 W/ LA

6  
 30/5 1970 RM  
 10"-13"LD RM  
 1-5/16" FGIS RM  
 40/3 INST  
 15"-13"LD-INST  
 2-7/16" INST

Feet of ground rod installed \_\_\_\_\_  
 Ground Resistance (Ohms) \_\_\_\_\_

REVISION  
 PAGE 5  
 Size: 11 x 17  
 PRINTED BY: crmc03.03  
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 1  
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 4  
 PLOT DATE/TIME: 01/18/2018 09:38:32

AS-BUILT CREW PRINT		AS-BUILT COPY		MOT 602		MOT 603		MOT 605		MOT 625		Replace existing wood with proposed wood		Install new proposed wood													
Foreman's Signature	Date	Initiate	Cert. Date	Foreman's Signature	Date	Initiate	Cert. Date	Foreman's Signature	Date	Initiate	Cert. Date	Foreman's Signature	Date	Initiate	Cert. Date												
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RCS.																											
Supervisor's Signature				Date				Easement? <input type="checkbox"/>				Tree Work? <input checked="" type="checkbox"/>				Tree Access? <input type="checkbox"/>				Tree Shaking Req'd? <input type="checkbox"/>							
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.				CITY <input type="checkbox"/>				COUNTY RD <input checked="" type="checkbox"/>				COUNTY AIR <input type="checkbox"/>				STATE RD <input checked="" type="checkbox"/>				FAA <input checked="" type="checkbox"/>							
Foreman's Signature				Date				PERMIT REQ'D				WMD <input type="checkbox"/>				RR XING <input type="checkbox"/>				DR. DIST. <input type="checkbox"/>				TRANSM. <input type="checkbox"/>			
Requested Tel. Co. Set Poles? <input type="checkbox"/>				Requested Tel. Co. Transfer? <input type="checkbox"/>				Request CATV Transfer? <input type="checkbox"/>				Job Owner: Donald Cobb				M/A: NF				Township: 04 Range: 17 Section 01							
Designer: Christopher Cepeda				Date: 01/18/2018				Scale: 1" = 40'				305232 DHR PRICE, LAKE CITY, FL, 32055				Dwg No. 7640901_11x17 OH2.xml				Map No. KN1138							
WR: 7640901				Page 6 of 7				FPL																			



FEEDERS: PRICE 05232

INACCESSIBLE

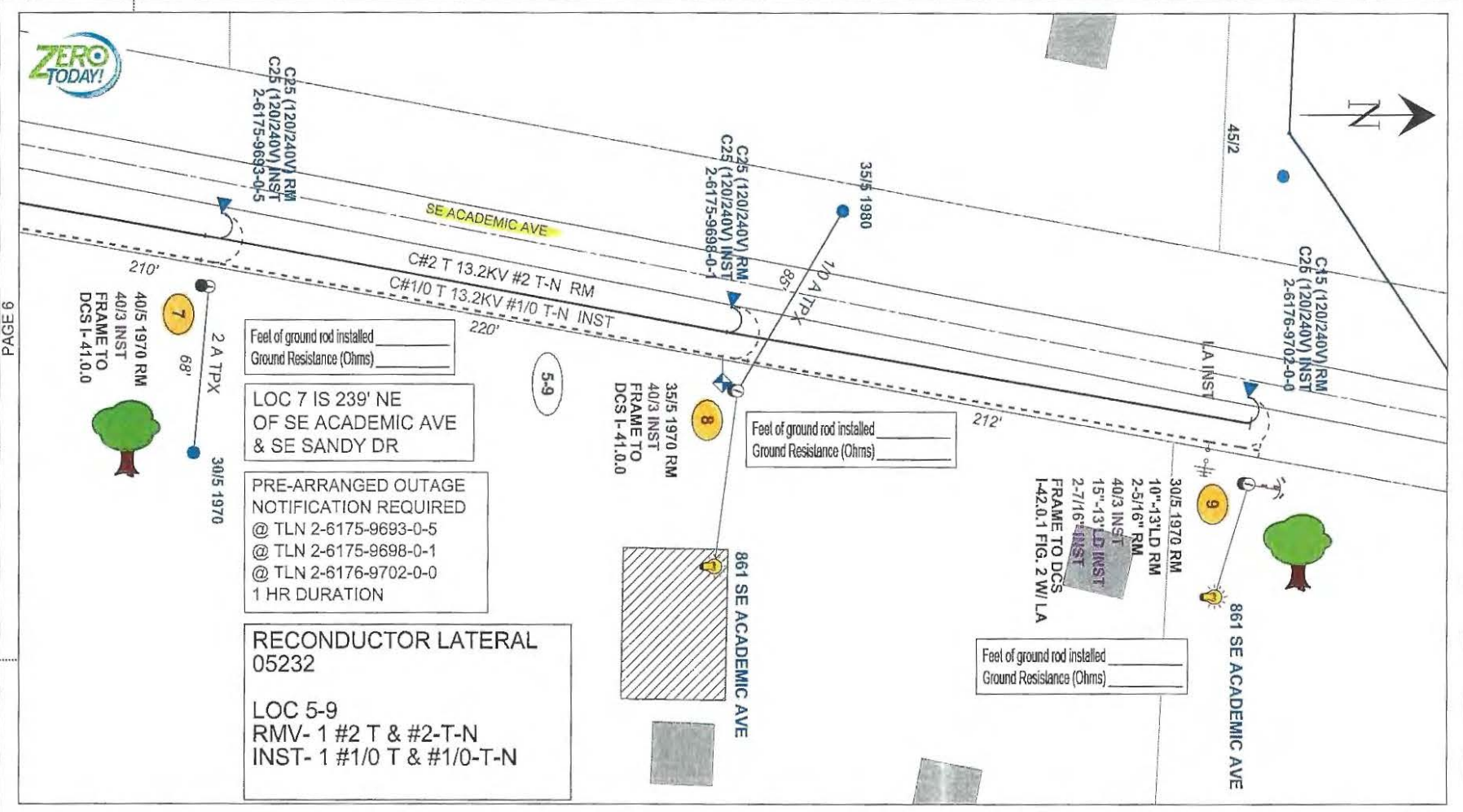
13KV

FUTURE 23KV

23KV

SALT SPRAY

ROCK



REVISION

PAGE 6

Size: 11 x 17

PRINTED BY: cmcd03u3

PLOT DATE/TIME: 01/18/2018 09:38:34

IPC	DATE
1	
2	
3	
4	

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date

**MOT 602**

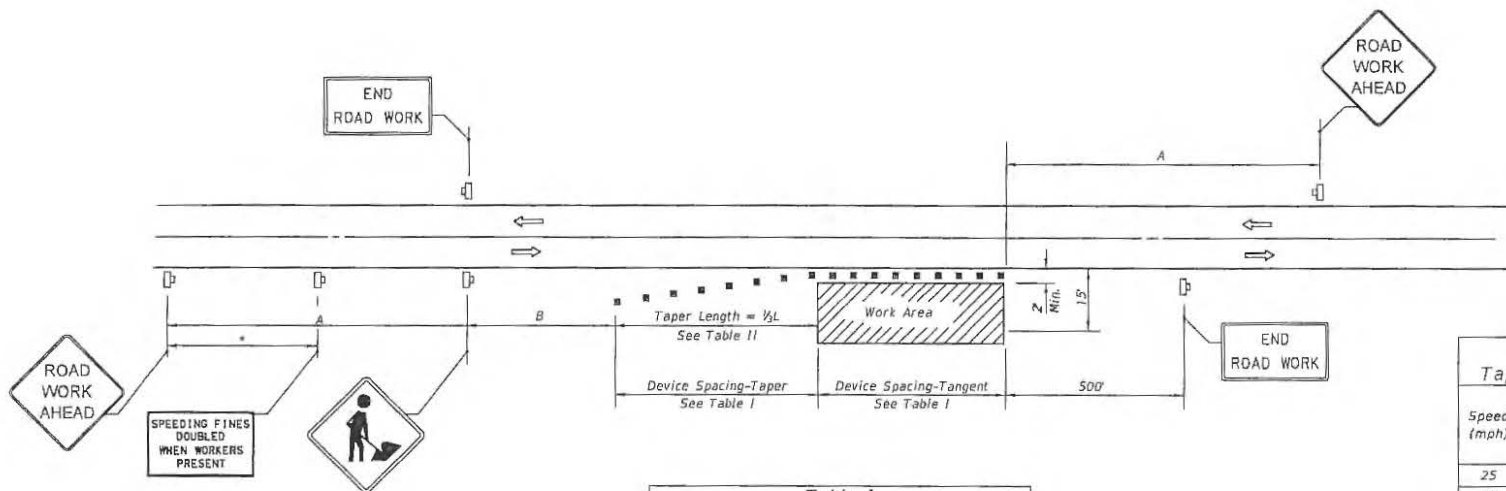
Replace existing wood with proposed wood

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
Supervisor's Signature	Date
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature	Date

Essement? <input type="checkbox"/>	Tree Work? <input checked="" type="checkbox"/>	Tree Access? <input type="checkbox"/>	Tree Staking Req'd? <input type="checkbox"/>
Designer/Stake? <input type="checkbox"/>	CT/Special MV? <input type="checkbox"/>	Work with SIMO? <input type="checkbox"/>	Survey/Stake? <input checked="" type="checkbox"/>
POLE LINE FT:	POLE LINE FT, ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY <input type="checkbox"/>	COUNTY RD <input checked="" type="checkbox"/>	COUNTY AIR <input type="checkbox"/>
WMD <input type="checkbox"/>	RR XING <input type="checkbox"/>	DR. DIST. <input type="checkbox"/>	TRANS. <input type="checkbox"/>
Requested Tel. Co. Set Poles? <input type="checkbox"/>	Requested Tel. Co. Transfer? <input type="checkbox"/>	Request CATV Transfer? <input type="checkbox"/>	



Job Owner:	Donald Cobb	M/A: NF	Township: 04 Range: 17 Section 01
Designer:	Christopher Cepeda	SS170H 305232 PRICE-CAP-Lateral Hardening	
Date:	01/18/2018	Scale: 1" = 40'	
305232 OHR PRICE, LAKE CITY, FL, 32055		Dwg No. 7640901_11x17 OH2.xml	Map No. KN1138
WR: 7640901		Page 7 of 7	



Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

\*Midway between signs.

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Speed (mph)	1/2 L (ft)			Notes
	8' Shldr.	10' Shldr.	12' Shldr.	
25	28	35	42	L = $\frac{WS^2}{60}$
30	40	50	60	
35	55	68	82	
40	72	90	107	
45	120	150	180	L = WS
50	133	167	200	
55	147	183	220	
60	160	200	240	
65	173	217	260	
70	187	233	280	

8' = minimum shoulder width

1/2 L = Length of shoulder taper in feet

W = Width of total shoulder in feet (combined paved and unpaved width)

S = Posted speed limit (mph)

**SYMBOLS**

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

**GENERAL NOTES**

- When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of flagger's and FLAGGER signs, see Index No. 603.
- SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
- When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ indexes.
- For general TCZ requirements and additional information, refer to Index No. 600.

**DURATION NOTES**

- Signs and channelizing devices may be omitted if all of the following conditions are met:
  - Work operations are 60 minutes or less.
  - Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.




**CONDITIONS**

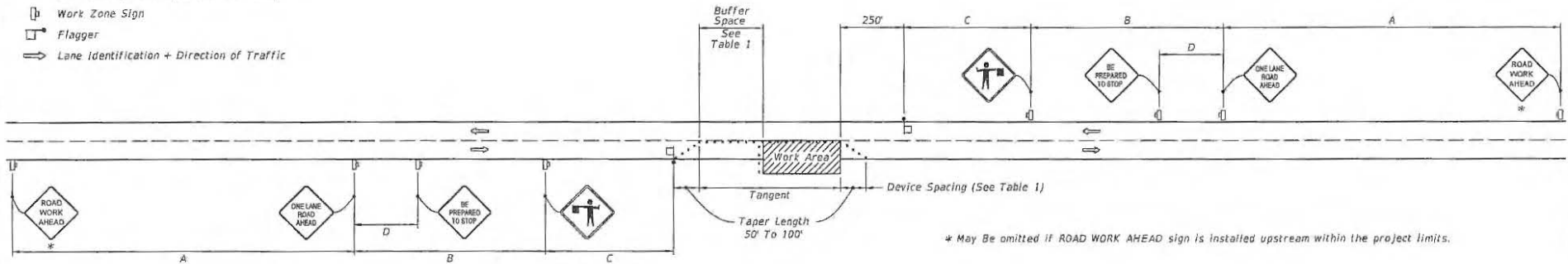
WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRDACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

16/12/2016 1:06:53 PM

LAST REVISION 07/01/15	DESCRIPTION:	FY 2017-18 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK ON SHOULDER	INDEX NO. 602	SHEET NO. 1 of 1
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**SYMBOLS:**

-  Work Area
-  Channelizing Device (See Index No. 600)
-  Work Zone Sign
-  Flagger
-  Lane Identification + Direction of Traffic



WITHOUT TEMPORARY RAISED RUMBLE STRIPS

**GENERAL NOTES:**

1. Special Conditions may be required in accordance with these notes and the following sheets:
  - A. Railroad Crossings:
    - a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 3.
    - b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the Highway-rail grade crossing, even if automatic train warning devices are in place.
  - B. If the Work Area encroaches on the Centerline, use the Layout for Temporary Lane Shift to Shoulder on Sheet 3 only if the Existing Paved Shoulder width is sufficient to provide for an 11' lane between the Work Area and the Edge of Existing Paved Shoulder. Reduce the posted speed when appropriate.
2. Temporary Raised Rumble Strips:
  - A. Use when both of the following conditions are met concurrently:
    - a. Existing Posted Speed is 55 mph or greater;
    - b. Work duration is greater than 60 minutes.
  - B. Use a consistent Strip color throughout the work zone.
  - C. Place each Rumble Strip Set transversely across the lane at locations shown.
  - D. Use Option 1 or Option 2 as shown on Sheet 2. Use only one option throughout work zone.
3. Additional one-way control may be provided by the following means:
  - A. Flag-carrying vehicle;
  - B. Official vehicle;
  - C. Pilot vehicles;
  - D. Traffic signals.


When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.
4. When a side road intersects the highway within the TTC zone, place additional TTC devices in accordance with other applicable TCZ Indexes.
5. The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
6. When Buffer Space cannot be attained due to geometric constraints, use the greatest attainable length, not less than 200 ft, for posted speeds greater than 25 mph.
7. ROAD WORK AHEAD and the BE PREPARED TO STOP signs may be omitted if all of the following conditions are met:
  - A. Work operations are 60 minutes or less.
  - B. Speed limit is 45 mph or less.
  - C. There are no sight obstructions to vehicles approaching the work area for a distance equal to the Buffer Space shown in Table 1.
  - D. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
  - E. Volume and complexity of the roadway has been considered.
  - F. If a railroad crossing is present, vehicles will not queue across rail tracks.
  - G. AFADs are not in use.
8. See Index 600 for general TCZ requirements and additional information.
9. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specifications Section 102.590 and the APL vendor drawings.

Posted Speed	Maximum Spacing				Distance Between Signs				Buffer Space
	of Cones or Tubular Markers		Maximum Spacing of Type I or Type II Barricades/Panels/Drums		A	B	C	D	
	On a Taper	On a Tangent	On a Taper	On a Tangent					
25	20'	50'	20'	50'	200'	200'	200'	100'	155'
30	20'	50'	20'	50'	200'	200'	200'	100'	200'
35	20'	50'	20'	50'	200'	200'	200'	100'	250'
40	20'	50'	20'	50'	200'	200'	200'	100'	305'
45	20'	50'	20'	50'	350'	350'	350'	175'	360'
50	20'	50'	20'	100'	500'	500'	500'	250'	425'
55	20'	50'	20'	100'	2640'	1500'	1000'	500'	495'
60	20'	50'	20'	100'	2640'	1500'	1000'	500'	570'
65	20'	50'	20'	100'	2640'	1500'	1000'	500'	645'
70	20'	50'	20'	100'	2640'	1500'	1000'	500'	730'






**CONDITIONS**

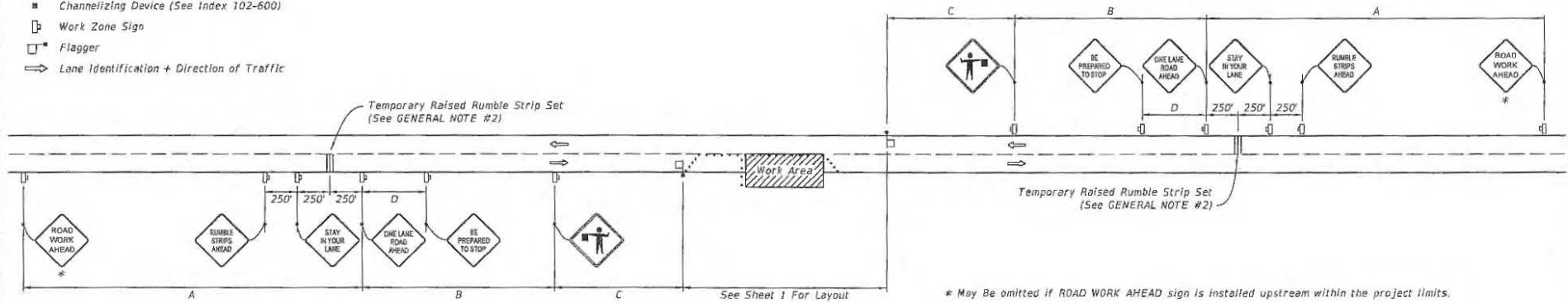
WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY.

10/12/2016 10:11:16 PM

LAST REVISION 01/01/16	DESCRIPTION:	 FY 2017-18 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX NO. 603	SHEET NO. 1 of 3
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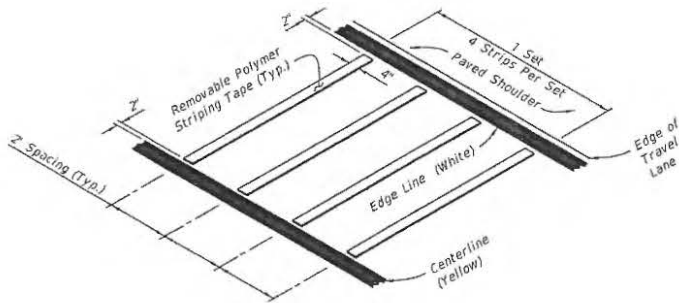
**SYMBOLS:**

-  Work Area
-  Channelizing Device (See Index 102-600)
-  Work Zone Sign
-  Flagger
-  Lane Identification + Direction of Traffic



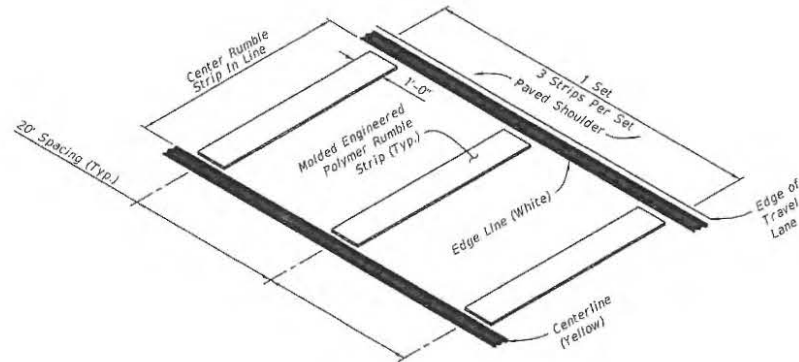
\* May Be omitted if ROAD WORK AHEAD sign is installed upstream within the project limits.

WITH TEMPORARY RAISED RUMBLE STRIPS  
(When Required See GENERAL NOTE #2)



REMOVABLE POLYMER STRIPING TAPE


RUMBLE STRIP SET  
OPTION - 1








MOLDED ENGINEERED POLYMER SET

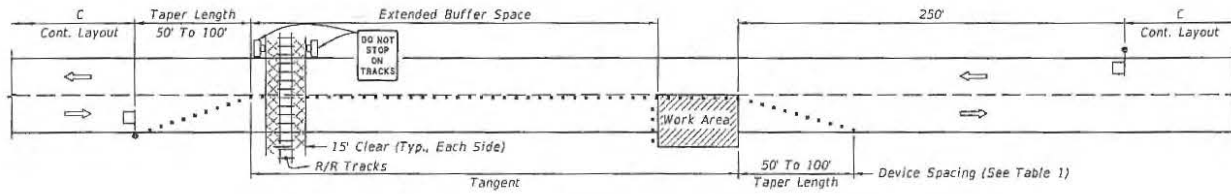
RUMBLE STRIP SET  
OPTION - 2

TEMPORARY RAISED RUMBLE STRIPS

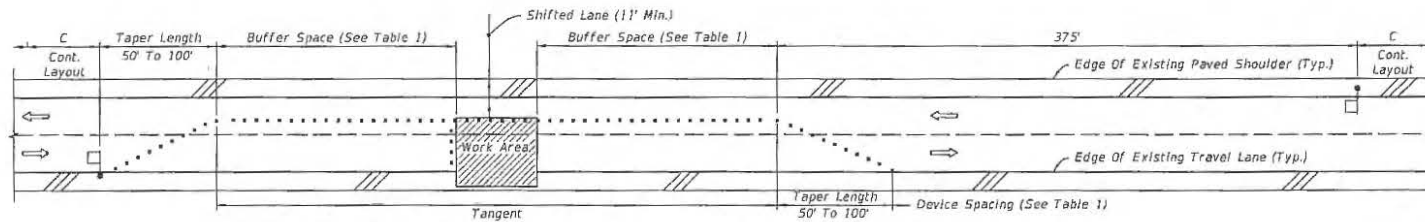
<p>LAST REVISION 11/01/17</p>	<p>DESCRIPTION:</p>	 <p>FY 2017-18 DESIGN STANDARDS</p>	<p>TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY</p>	<p>INDEX NO. 603</p>	<p>SHEET NO. 2 of 3</p>
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**SYMBOLS:**

-  Work Area
-  Channelizing Device (See Index No. 600)
-  Work Zone Sign
-  Flagger
-  Lane Identification + Direction of Traffic



TEMPORARY RAILROAD CROSSING BUFFER SPACE EXTENSION




TEMPORARY LANE SHIFT TO SHOULDER WHEN WORK AREA ENCROACHES ON THE CENTERLINE

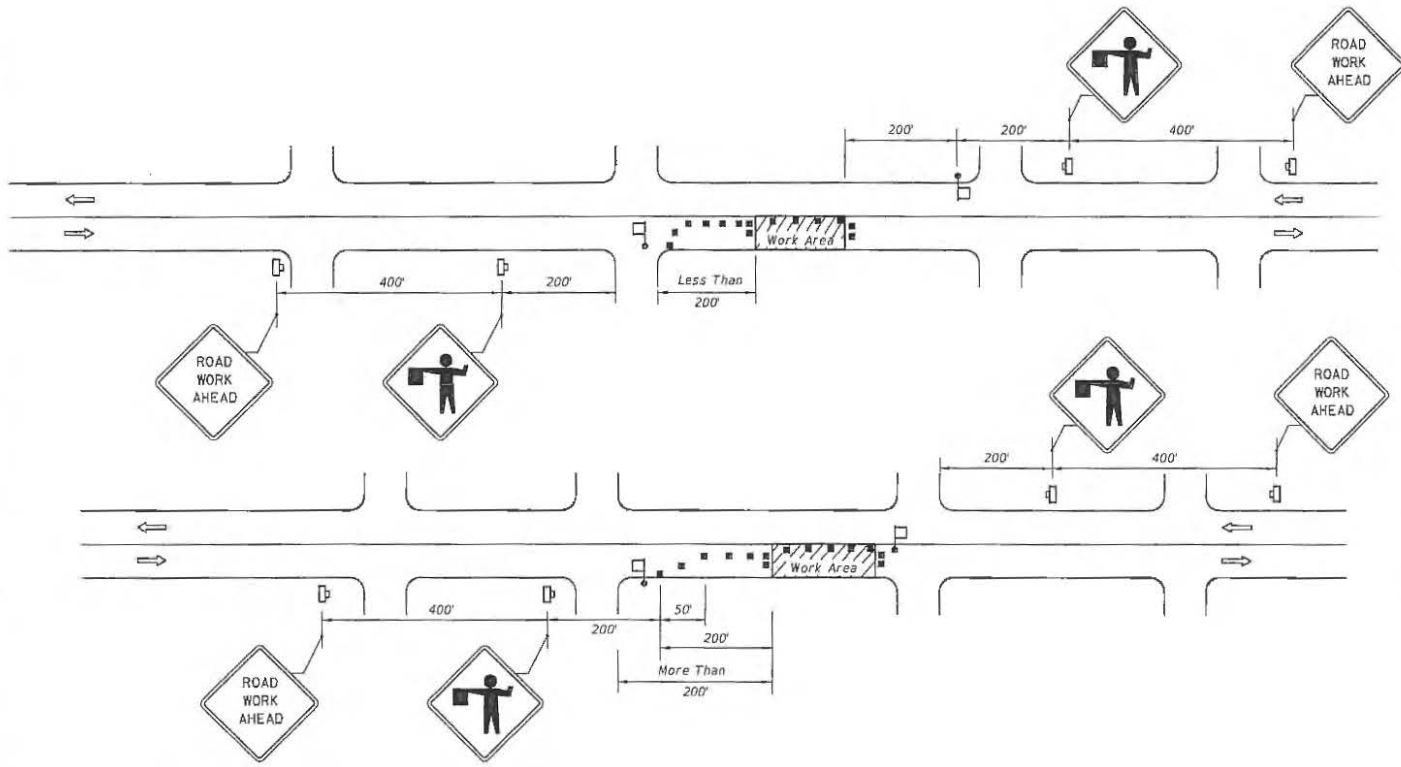
**SPECIAL CONDITIONS**

Cross Reference:  
1. See General Note #1, Sheet 1 for more information.

**SPECIAL CONDITIONS**

LAST REVISION 01/01/16	DESCRIPTION:	 FY 2017-18 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX NO. 603	SHEET NO. 3 of 3
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**CONDITIONS**

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCR OACH ON THE PAVEMENT REQUIRING THE CLOSURE OF ONE TRAFFIC LANE, FOR WORK AREAS LESS THAN 200' DOWNSTREAM FROM AN INTERSECTION FOR A PERIOD OF MORE THAN 60 MINUTES.

**CONDITIONS**

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCR OACH ON THE PAVEMENT REQUIRING THE CLOSURE OF ONE TRAFFIC LANE, FOR WORK AREAS 200' OR MORE DOWNSTREAM FROM AN INTERSECTION FOR A PERIOD OF MORE THAN 60 MINUTES.

**DURATION NOTES**

1. ROAD WORK AHEAD sign may be omitted if all of the following conditions are met:
  - a. Work operations are 60 minutes or less.
  - b. Speed is 45 mph or less.
  - c. No sight obstructions to vehicles approaching the work area for a distance of 600 feet.
  - d. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
  - e. Volume and complexity of the roadway has been considered.

- SYMBOLS**
- Work Area
  - Channelizing Device (See Index No. 600)
  - Work Zone Sign
  - Flagger
  - Lane Identification + Direction of Traffic

**GENERAL NOTES**

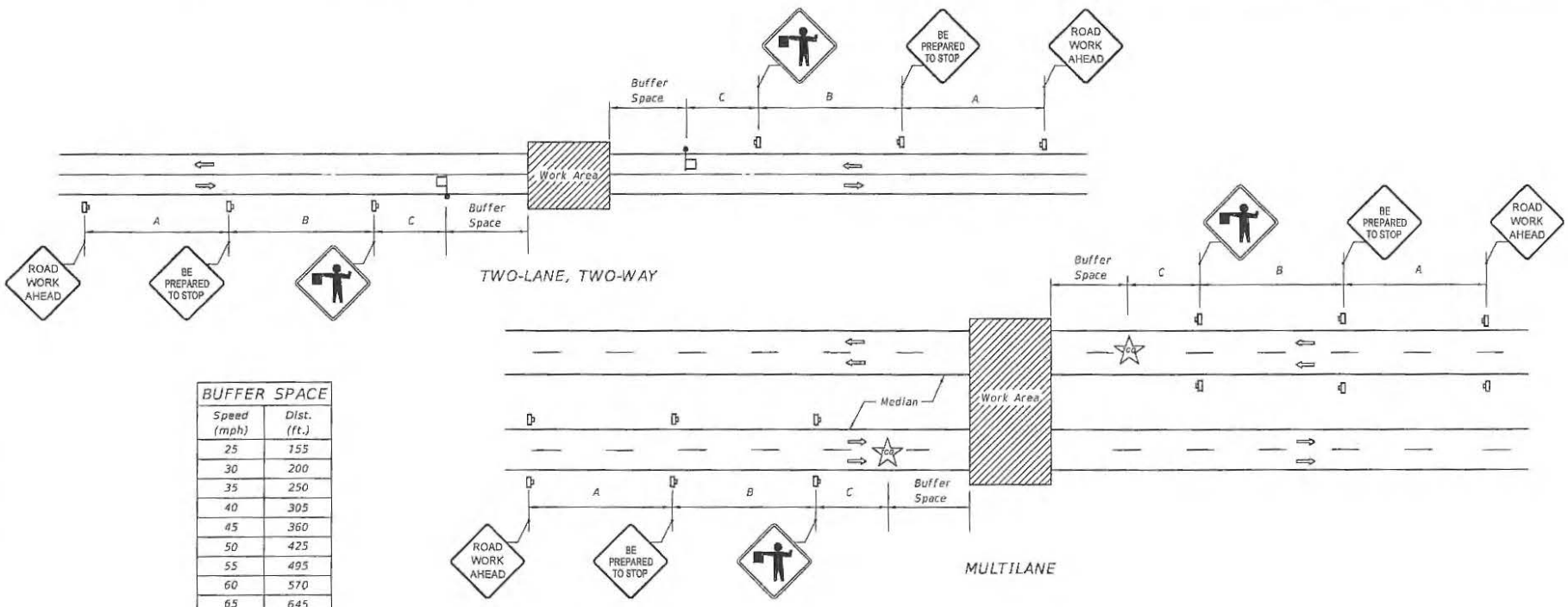
1. Work operations shall be confined to one travel lane, leaving the opposing travel lane open to traffic.
2. When vehicles in a parking zone block the line of sight to TCZ signs or when TCZ signs encroach on a normal pedestrian walkway, the signs shall be post mounted and located in accordance with Index No. 17302.
3. If work area is confined to an outside auxiliary lane, the work area shall be barricaded and the FLAGGER signs replaced by ROAD WORK AHEAD signs. Flaggers are not required.
4. Flaggers shall be in sight of each other or in direct communication at all times.
5. The FLAGGER legend sign may be substituted for the symbol sign.
6. The maximum spacing between devices shall be no greater than 25'.
7. For general TCZ requirements and additional information, refer to Index No. 600.
8. The two channelizing devices directly in front and directly at the end of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
9. Use Temporary Raised Rumble Strips in accordance with Index 603. Placement of Rumble Strips and additional signs should begin at FLAGGER sign location.

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LAST REVISION 07/01/15	REVISION	DESCRIPTION:	 FY 2017-18 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK NEAR INTERSECTION	INDEX NO. 605	SHEET NO. 1 of 1
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Speed (mph)	Dist. (ft.)
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645

Speed (mph)	Spacing (ft.)		
	A	B	C
40 or less	200	200	200
45	350	350	350
50 or greater	500	500	500

**SYMBOLS**

- Work Area
- Work Zone Sign
- Flagger
- Traffic Control Officer
- Lane Identification + Direction of Traffic

**GENERAL NOTES**

1. This Index does not apply to limited access facilities.
2. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with applicable TCZ Indexes.
3. Traffic volume or complexity of the roadway may dictate additional devices, signs, flagmen and/or a traffic control officer.
4. The buffer space may be omitted if there are no sight obstructions to vehicles approaching the Flagger/Officer for distance equal to the buffer space.
5. A Flagger may be substituted for a Traffic Control Officer and the BE PREPARED TO STOP sign may be omitted, when the following conditions are met:
  - a. Speed limit is 45 mph or less.
  - b. No sight obstructions to vehicles approaching the Flagger/Officer for a distance equal to the buffer space.
  - c. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
6. On undivided highways the median sign as shown are to be omitted.
7. For general TCZ requirements and additional information refer to FDOT Index No. 600.

**CONDITIONS**  
 PLANNED CLOSURE NOT EXCEEDING 5 MINUTES.

LAST REVISION 07/01/15	DESCRIPTION:		FY 2017-18 DESIGN STANDARDS	TEMPORARY ROAD CLOSURE 5 MINUTES OR LESS	INDEX NO. 625	SHEET NO. 1 of 1
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# 14

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: February 13, 2018 Meeting Date: March 1, 2018

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

Utility Permit from Florida Power and Light for Brown Rd.

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? [X] 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:

[X] Consent Item [ ] Discussion Item

**COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS  
UTILITY PERMIT**

Date: 2/02/18 Permit No. \_\_\_\_\_ County Road \_\_\_\_\_ Section No. \_\_\_\_\_

Permittee Florida Power & Light

Address 9001 Ellis Rd., Melbourne, FL 32904 Telephone Number 321-726-4867

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain Replace 2 existing wood poles with proposed wood poles

Located Along Brown Rd, and Irene Ln  
MOT 602 660

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

Submitted for the Utility Owner by: Melissa Slyter-Prmt Admn. Melissa Slyter 2/02/2018

Typed Name & Title Signature Date

1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within corporate limits of Municipality: YES ( ) NO ( ). If YES: LAKE CITY ( ) FORT WHITE ( ). A letter of notification was mailed on \_\_\_\_\_ to the following utility owners \_\_\_\_\_

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is \_\_\_\_\_, located at \_\_\_\_\_ Telephone Number \_\_\_\_\_. The PERMITTEE's employee responsible for Maintenance of Traffic is \_\_\_\_\_ Telephone Number \_\_\_\_\_ (This name may be provided at the time of the 24 hour notice to starting work.)

3. This PERMITTEE shall commence actual construction in good faith within \_\_\_\_\_ days after issuance of permit, and shall be completed within 180 days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

4. The construction and maintenance of such utility shall not interfere with the property and rights of a prior PERMITTEE.

5. It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

6. Pursuant to Section 337-403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or

relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

7. In case of non-compliance with the County's requirements in effect as of the approval date of this permit, this permit void and the facility will have to be brought into compliance or removed from the right of way at no cost to the County.

8. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless Columbia County, Florida from any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said PERMITTEE of the aforesaid right and privileges.

9. During construction, all safety regulations of the County shall be observed and the PERMITTEE must take measures, including pacing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices, as amended for highways.

10. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this permit acknowledges its present and continuing ownership of its utilities located between \_\_\_\_\_ and \_\_\_\_\_ within the County's right of way as set forth above. PERMITTEE, as its sole expense, shall promptly remove said out of service utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

11. Special instructions: Minimum cover of thirty inches (30") will be required at all locations. Columbia County will not be financially responsible for any damage to facilities with less than thirty inches (30") cover. Cables shall not be located within driveway ditches.

12. Additional Stipulations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is understood and agreed that commencement by the PERMITTEE is acknowledgment and acceptance of the binding nature of these specialist instructions.

Submitted By: Melissa Slyter  
Permittee


Place Corporate Seal

  
Signature and Title      Permit Admin.

\_\_\_\_\_  
Attested

Utilities Permit  
Page three  
Revised: 8/17/00

Recommended for Approval:

Signature: 

Title: Assy County WAUWA

Date: 02-12-18

Approval by Board of County Commissioners, Columbia County, Florida:

YES ( )      NO ( )

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

Chairman's Signature: \_\_\_\_\_

*Rec'd  
2-9-18*

COVER SHEET  
WR#8027170

WIND RATING:105 MPH

REPLACE POLE AND TRANSFER  
AND REPLACE ALL FPL FACILITIES

**WOODPECKER NOTES:**

1. If work is to be done on the actual pole (e.g., pole removal/relocation or facility transfer), inspect each hole with a flashlight & angled dentist's mirror looking in and down to determine if the nest/hole is active. Active means eggs or young birds are present.
2. If the nest is active:
  - a. The existing pole may not be relocated/removed until the nest/hole is no longer active.
  - b. The top portion of the pole, to within 2 feet above the active nest/hole, may be cut to allow for the transfer of facilities.
  - c. If the pole needs to be removed or replaced due to an emergency, contact your local Area Environmental Coordinator (AEC).
3. If the nest is not active, work can be done as follows:
  - a. Recommended:
    - i. Cut the pole 2 feet (ft.) above and 2ft. below the nest hole.
    - ii. Band the section of pole that contains the nest to the new pole.  
**Note:** ensure that wind loading is taken into consideration.
    - iii. Remove the remainder of the old pole.
  - b. Alternative:
    - i. Remove the old pole entirely, including the inactive nest.  
**Caution:** there is a probability that the birds will create a new nest hole in the new pole. Contact your local AEC if you have any questions.



Location: C/O N.W. TURNBERRY DR. AND N.W. BROWN RD.

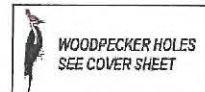
Substation: NASH

Feeder: 06132



Inspection Date: 04/22/2016 08:25:00  
 Management Area: NORTH FLORIDA  
 County: COLUMBIA  
 Franchise Name: COLUMBIA  
 BST Wire Center: LC - LAKE CITY  
 Pole ID: 1880702  
 Manufacturer: KOP  
 Existing Pole Height: 40  
 Existing Pole Class: 3  
 X: -82.71728700 Y: 30.19544500  
 Unique ID: 343271769

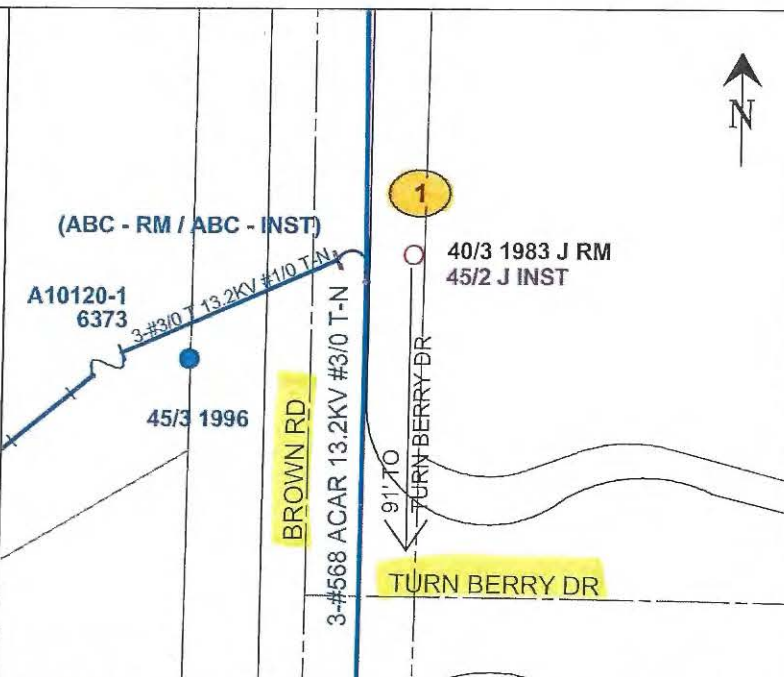
Remarks: Medium Woodpecker Holes: 1. Other Pole Conditions: woodpecker holes medium. Owner: fpl distribution. Accessibility: accessible by line truck. Previous Cycle Info: groundline treatment. Year Last Treated: 2008. Last Treated By: osmose. Previous Restored Year: 2008. Previous Restoration Method: et-truss. Other Pole Types: feeder. IWR Number: 6769334. WR Number: d00006769334. Length/Class: actual.



**MOT 605**  
**MOT 660**

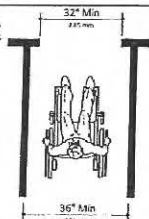


FRAME PER  
DCS E-29.0.0 F4



Feet of ground rod installed  
Ground Resistance (Ohms)

**American Disabilities Act**  
 If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES. CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

**Replace existing wood with proposed wood**

AS-BUILT CREW PRINT

ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.

JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.

AS-BUILT COPY

Foreman's Signature \_\_\_\_\_ Date \_\_\_\_\_

Foreman's Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Initials \_\_\_\_\_ Cert. Date \_\_\_\_\_

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	<b>FPL</b>	M/A: NF	Township: 03 Range: 16 Section 28	
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	<b>2017 PI - Pole Replacement Program</b>			
PERMIT REQ'D	CITY [ ]	COUNTY RD [X]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]	F6132 2 NASH SUB., LAKE CITY, 32055	
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [X]	Request CATV Transfer? [ ]	Tele. Attachment Per _____		Job Owner: Jeffrey Corder	Date: 02/02/2018	
POLE LINE FT:	DUCT BANK FT:	Map No. LF1144	Scale: 1" = 50'		Dwg No. 8027170_8x11 PIP.xml		
POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	WR: 8027170	0' 50' 100'				Page 2 of 3

Size: 8 x 11

PRINTED BY: ex01sh6

PLOT DATE/TIME: 02/02/2018 12:03:10



Location: 332 IRENE LN

Substation: NASH

Feeder: 06132



Inspection Date: 04/11/2016 09:40:00  
 Management Area: NORTH FLORIDA  
 County: COLUMBIA  
 Franchise Name: COLUMBIA  
 BST Wire Center: LC - LAKE CITY  
 Pole ID: 1882268  
 Manufacturer: LAN  
 Existing Pole Height: 45  
 Existing Pole Class: 3  
 X: -82.71321700    Y: 30.21078300  
 Unique ID: 343271886

Remarks: Can Not Treat Reason: 15year. Owner: fpl distribution. Accessibility: accessible by line truck. Previous Cycle Info: groundline treatment. Year Last Treated: 2007. Last Treated By: osmose. Previous Restored Year: 2007. Previous Restoration Method: et-truss. Other Pole Types: feeder. IWR Number: 6769334. WR Number: d00006769334. Length/Class: actual.

**MOT 602**



REPL SVC RSR & INST 24" HH

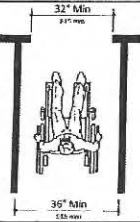
PRE-ARRANGED OUTAGE NOTIFICATION REQUIRED @ TLN 2-5278-8991-0-4 1 HR DURATION

FRAME PER DCS I-42.0.0 F3 DCS L-17.0.6 & L-17.0.8 RELOCATE EXISTING B-25 (108%) KVA TO NEW POLE



Feet of ground rod installed \_\_\_\_\_  
 Ground Resistance (Ohms) \_\_\_\_\_

**American Disabilities Act**  
 If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES. CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES  
**Replace existing wood with proposed wood**

AS-BUILT CREW PRINT

ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.

JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS.

AS-BUILT COPY

Foreman's Signature \_\_\_\_\_ Date \_\_\_\_\_

Foreman's Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Initials \_\_\_\_\_ Cert. Date \_\_\_\_\_

Easement? [ ]    Tree Work? [ ]    Tree Access? [ ]    Tree Staking Req'd? [ ]    **FPL**    M/A: NF    Township: 03 Range: 16 Section 21

Designer/Stake? [ ]    CT/Special Mtr? [ ]    Work with SMO? [ ]    Survey/Stake? [ ]

PERMIT REQD    CITY [ ]    COUNTY RD [X]    COUNTY AIR [ ]    STATE RD [ ]    FAA [ ]  
 WMD [ ]    RR XING [ ]    DR. DIST. [ ]    TRANSM. [ ]

Requested Tel. Co. Set Poles? [ ]    Tele. Attachment Per \_\_\_\_\_

Requested Tel. Co. Transfer? [X]

Request CATV Transfer? [ ]

POLE LINE FT: \_\_\_\_\_    DUCT BANK FT: \_\_\_\_\_

POLE LINE FT. ON TRANSM. POLES: \_\_\_\_\_    TRENCH FT: \_\_\_\_\_

2017 PI - Pole Replacement Program

F6132 2 NASH SUB., LAKE CITY, 32055

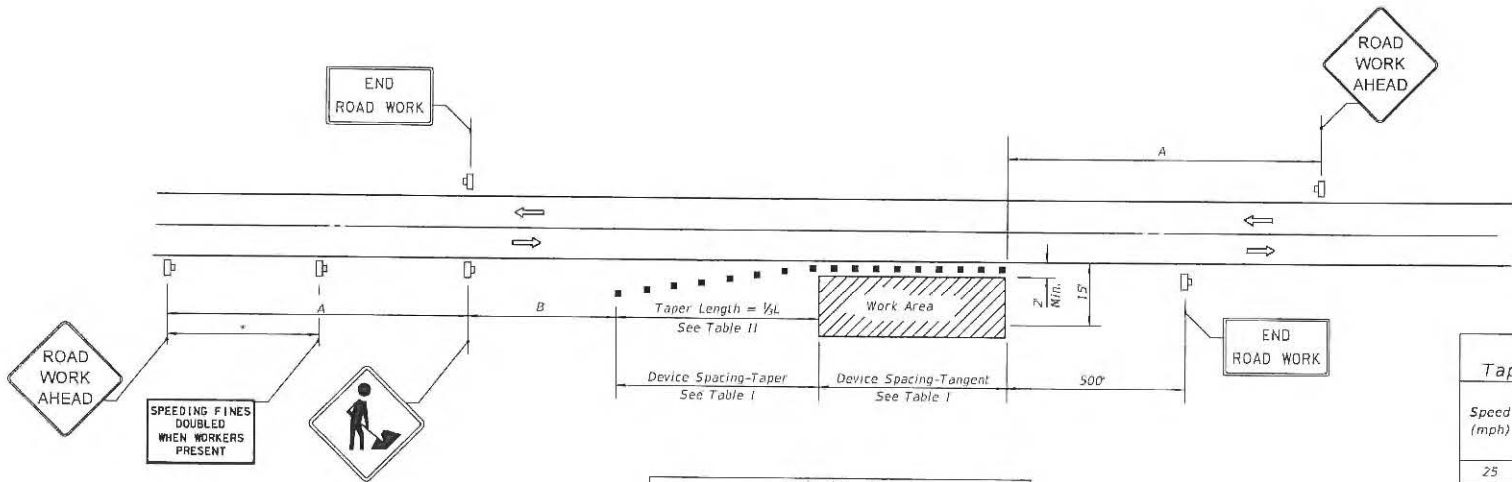
Job Owner: Jeffrey Corder    Date: 02/02/2018  
 Designer: Emmanuel Rivera    Dwg No. 8027170\_8x11 PIP.xml

Scale: 1" = 55'    0'    55'    110'

Map No. LF1147

WR: 8027170

PRINTED BY: exrdsh6    PLOT DATE/TIME: 02/02/2018 12:03:12    Size: 8 x 11



Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

<sup>1</sup>Midway between signs.

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Speed (mph)	1/2 L (ft)			Notes
	8' Shldr.	10' Shldr.	12' Shldr.	
25	28	35	42	L = WS <sup>2</sup> / 60
30	40	50	60	
35	55	68	82	
40	72	90	107	L=WS
45	120	150	180	
50	133	167	200	
55	147	183	220	
60	160	200	240	
65	173	217	260	
70	187	233	280	

B' = minimum shoulder width  
 1/2 L = Length of shoulder taper in feet  
 W = Width of total shoulder in feet (combined paved and unpaved width)  
 S = Posted speed limit (mph)

- SYMBOLS**
- Work Area
  - Channelizing Device (See Index No. 600)
  - Work Zone Sign
  - Lane Identification + Direction of Traffic

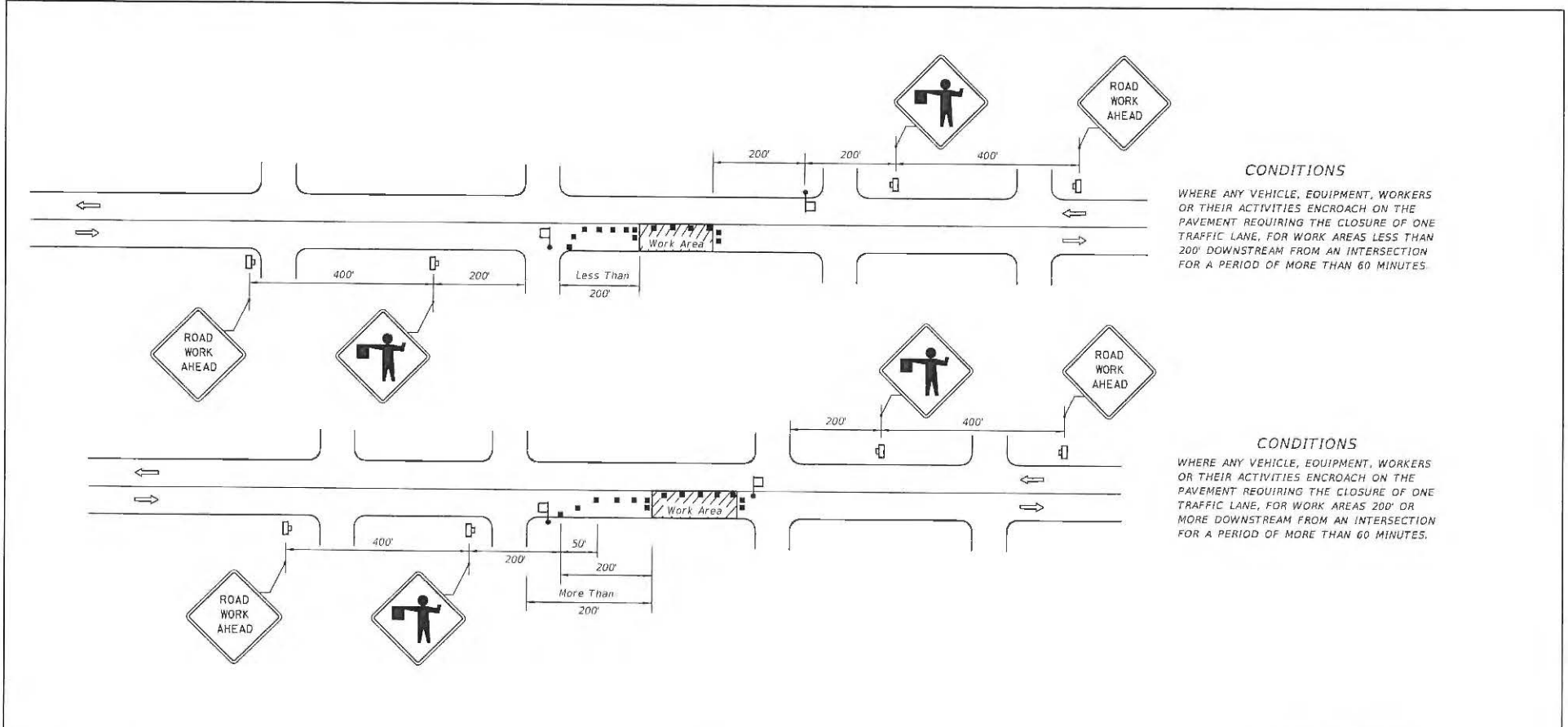
- GENERAL NOTES**
- When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of flaggers and FLAGGER signs, see Index No. 603.
  - SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
  - When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ indexes.
  - For general TCZ requirements and additional information, refer to Index No. 600.

- DURATION NOTES**
- Signs and channelizing devices may be omitted if all of the following conditions are met:
    - Work operations are 60 minutes or less.
    - Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

**CONDITIONS**  
 WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

10/12/2016 1:05:55 PM

LAST REVISION 07/01/15	REVISION	DESCRIPTION:	FY 2017-18 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK ON SHOULDER	INDEX NO. 602	SHEET NO. 1 of 1
---------------------------	----------	--------------	--------------------------------	-------------------------------------	------------------	---------------------



**CONDITIONS**  
 WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE PAVEMENT REQUIRING THE CLOSURE OF ONE TRAFFIC LANE, FOR WORK AREAS LESS THAN 200' DOWNSTREAM FROM AN INTERSECTION FOR A PERIOD OF MORE THAN 60 MINUTES.

**CONDITIONS**  
 WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE PAVEMENT REQUIRING THE CLOSURE OF ONE TRAFFIC LANE, FOR WORK AREAS 200' OR MORE DOWNSTREAM FROM AN INTERSECTION FOR A PERIOD OF MORE THAN 60 MINUTES.

- SYMBOLS**
- Work Area
  - Channelizing Device (See Index No. 600)
  - Work Zone Sign
  - Flagger
  - Lane Identification + Direction of Traffic

**GENERAL NOTES**

1. Work operations shall be confined to one travel lane, leaving the opposing travel lane open to traffic.
2. When vehicles in a parking zone block the line of sight to TCZ signs or when TCZ signs encroach on a normal pedestrian walkway, the signs shall be post mounted and located in accordance with Index No. 17302.
3. If work area is confined to an outside auxiliary lane, the work area shall be barricaded and the FLAGGER signs replaced by ROAD WORK AHEAD signs. Flaggers are not required.
4. Flaggers shall be in sight of each other or in direct communication at all times.
5. The FLAGGER legend sign may be substituted for the symbol sign.
6. The maximum spacing between devices shall be no greater than 25'.
7. For general TCZ requirements and additional information, refer to Index No. 600.
8. The two channelizing devices directly in front and directly at the end of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
9. Use Temporary Raised Rumble Strips in accordance with Index 603. Placement of Rumble Strips and additional signs should begin at FLAGGER sign location.








**DURATION NOTES**

1. ROAD WORK AHEAD sign may be omitted if all of the following conditions are met:
  - a. Work operations are 60 minutes or less.
  - b. Speed is 45 mph or less.
  - c. No sight obstructions to vehicles approaching the work area for a distance of 600 feet.
  - d. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
  - e. Volume and complexity of the roadway has been considered.

07/01/2016 1:08:52 PM

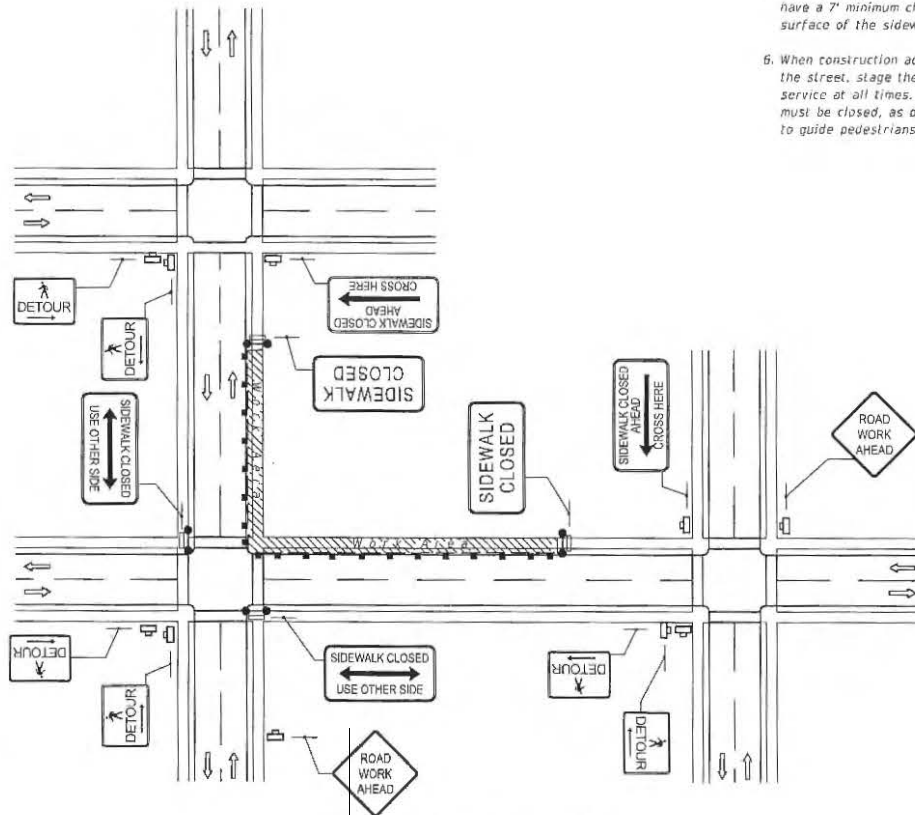
LAST REVISION 07/01/15	DESCRIPTION: FDOT FY 2017-18 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK NEAR INTERSECTION	INDEX NO. 605	SHEET NO. 1 of 1
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**SYMBOLS**

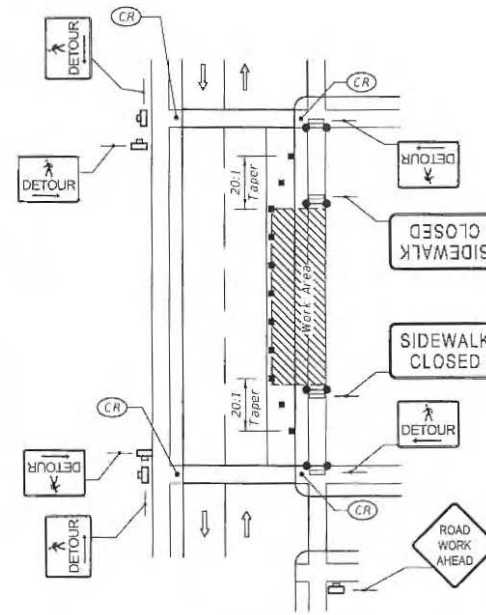
-  Work Area
-  Channelizing Device (See index 600)
-  Work Zone Sign
-  Required Locations For Either Temporary Or Permanent Curb Ramps.
-  Lane Identification + Direction of Traffic
-  Pedestrian Longitudinal Channelizing Device (LCD) with Mounted Work Zone Sign or separate Work Zone Sign
-  Pedestrian Longitudinal Channelizing Device (LCD)

**GENERAL NOTES**

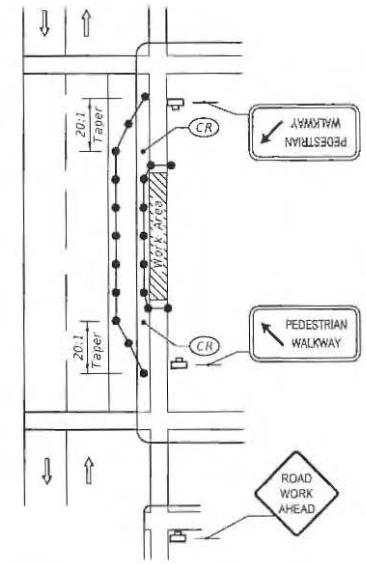
1. Route pedestrian traffic around work areas when construction activities encroach on the sidewalk for more than 60 minutes using the devices and remedies shown on this index. Use project specific designs for scenarios not included on this index.
2. For spacing of traffic control devices and general TCZ requirements refer to Index 600. The maximum spacing between barricades, vertical panels, drums or tubular markers is 25'.
3. Use delineators on longitudinal channelizing devices separating the work area from vehicular traffic.
4. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
5. Post mounted signs located near or adjacent to a sidewalk must have a 7' minimum clearance from the bottom of sign to the surface of the sidewalk.
6. When construction activities involve sidewalks on both sides of the street, stage the construction so that one sidewalk is in service at all times. If this is not feasible and both sidewalks must be closed, as determined by the Engineer, provide a detour to guide pedestrians around the construction zone.
7. Provide a 5' wide temporary walkway, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary walkways less than 5' in width at intervals not to exceed 200'.
8. Provide a cross-slope with a maximum value of 0.02 for all temporary walkways.
9. Temporary walkway surfaces and ramps must be stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment and stored materials.
10. Remove temporary walkways immediately after reopening of the sidewalk, unless otherwise noted in the plans.
11. Meet the requirements of Index 304 for temporary curb ramps.
12. Place pedestrian longitudinal channelizing device(s) across the full width of the closed sidewalk. For temporary walkways, similar to the Sidewalk Diversion, place LCD's to delineate both sides of the temporary walkway.



CROSSWALK CLOSURE AND PESESTRIAN DETOUR




SIDEWALK DETOUR



SIDEWALK DIVERSION

11/18/15 PM

LAST REVISION 11/01/16	REVISION DESCRIPTION:	 FY 2017-18 DESIGN STANDARDS	PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS	INDEX NO. 660	SHEET NO. 1 of 1
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# 15

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: February 15, 2018 Meeting Date: March 1, 2018

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

Approval of emergency purchase outside purchasing policy.

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? [X] 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:


[X] Consent Item [ ] Discussion Item





**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

**Memo**

**Date:** February 15, 2018  
**To:** Ben Scott, County Manager  
**From:** Kevin Kirby, Assistant County Manager   
**RE:** Emergency Purchase

---

Please be advised that an emergency purchase was made on February 12, 2018 in the amount of \$4,817.50 for a water heater to be replaced at the County Detention Facility. The water heater malfunctioned on February 10, 2018. A suitable replacement could only be found in Ocala. The next available heater was in Tennessee and would not arrive until February 17, 2018.

On February 12, 2018 an employee drove to Ocala to pick up the heater due to the fact that 80+ inmates were without hot water.

Purchasing Policy was not followed due to the time constraints.



# 16

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: February 21, 2018 Meeting Date: March 1, 2018

Name: David Kraus Department: Grants Management

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

This item will only provide approval to submit the applications. If successful, the Board would have to approve and accept the grant awards.

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? [X] 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:

[X] Consent Item [ ] Discussion Item



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

**MEMORANDUM**

DATE: February 21, 2018

TO: Columbia County Board of County Commissioners

FR: David Kraus, Risk manager 

RE: Applications for Grant Funding

---

Staff is requesting approval to apply for three upcoming grant opportunities:

- 1) The Florida Jobs Growth Infrastructure Fund is still accepting applications. The County proposes to apply for funds to construct the entrance road to the North Florida Mega Industrial Park from US 90 to just past the first rail crossing. This project would include constructing turn lanes on US 90. Existing grant funds will provide the local match.
- 2) In April, the Department of Economic Opportunity will begin accepting applications for the Community Planning and Technical Assistance Grant program. In the past, the County has used these funds to place the Land Use and Zoning regulations on-line and to conduct a 5-year Strategic Sports Marketing Plan. The Sports Marketing Plan recommended for the TDC to conduct a feasibility study to determine the true potential economic impact and need for a multi-purpose flat field facility in Columbia County. The study will provide total feasibility for a Multi-Purpose Flat Field sports complex to improve local recreation options and generate economic impact through sports tourism while also focusing on cost-containment strategies to reduce the long-term impacts of increased debt payments and ongoing operational subsidy on Columbia County's budget. The County would request a \$50,000 grant with no local match.
- 3) The Florida Department of Agriculture is accepting applications for the Florida Small Community Energy Efficient Lighting Grant program. This grant program provides funding to small local governments for energy efficient upgrades to indoor or outdoor lighting at publicly accessible, community-oriented facilities. The County would need to track the energy savings over a 12 month period following completion of the project. Staff proposes a \$50,000 grant, with a \$5,000 local match, to replace the older lighting fixtures in the public libraries with energy efficient LED lighting. The County's \$5,000 match would consist of in-kind staff cost to administer and inspect the project.

Staff requests the Columbia County Board of County Commissioners authorize the County to apply for a Florida Jobs Growth Infrastructure Grant for the NFMIP entrance road, a Community Planning and Technical Assistance Grant for a multi-use flat field feasibility study, and a Florida Small Community Energy Efficient Lighting Grant to upgrade the lighting in our public libraries.

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



# 17

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: February 21, 2018 Meeting Date: March 1, 2018

Name: Paula Vann Department: Tourist Development

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

BA 18-27: Request to approve proposed budget amendment to reimburse Capital Outlay/Equipment Purchases line item for promotional tents purchased (\$10,200), and Operating Expenditures/Non-Capital Outlay line item for computers purchased (\$4,300).

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. [X] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: BA 18-27 Fund: 107-TOURIST DEV/OPERATING

Table with 3 columns: FROM, TO, AMOUNT. Rows include RESERVES / EQUIPMENT RESERVE and OPERATING EXPENDITURES / NON-CAPITAL OUTLAY with corresponding amounts.


For Use of County Manger Only:

[X] Consent Item [ ] Discussion Item



971 West Duval Street, Suite 145  
 Post Office Box 1847  
 Lake City, Florida 32056-1847  
 (386) 758-1312  
 www.SpringsRUs.com

# Memorandum

DATE: 2.21.2018  
 TO: Scott Ward, Assistant County Manager  
 FROM: Paula Vann, Executive Director   
 RE: Budget Amendment Requests - \$14,500

Request to approve proposed budget amendment to reimburse Capital Outlay line item for promotional tents purchased, and Non-Capital Outlay line item for computers purchased.

From:	To:	Amount
107-8400-584.90-97	107-5200-552.60-64	
RESERVES / EQUIPMENT RESERVE	CAPITAL OUTLAY / EQUIPMENT PURCHASES	\$10,200
<i>Reimburse Capital Outlay line item for promotional tents purchased.</i>		
107-8400-584.90-97	107-5200-552.30-64	
RESERVES / EQUIPMENT RESERVE	OPERATING EXPENDITURES / NON-CAPITAL OUTLAY	\$4,300
<i>Reimburse Non-Capital Outlay line item for computers purchased for the Marketing Project Manager and Sports Marketing Director.</i>		



# 18

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: February 21, 2018 Meeting Date: March 1, 2018

Name: Paula Vann Department: Tourist Development

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

Tourist Development requests approval of the Madden Media Spring 2018 retargeting campaign for \$4,250

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 [X] Yes Account No. 107-5200-552.30-48 OPERATING EXPENDITURES / [ ] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only:

[X] Consent Item [ ] Discussion Item






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## Memorandum

DATE: 2.21.2018

TO: Scott Ward, Assistant County Manager

FROM: Paula Vann, Executive Director 

RE: Madden Media Spring 2018 Retargeting Campaign

Tourist Development requests approval of the Madden Media Spring 2018 retargeting campaign for \$4,250. This campaign has been very successful the past two years, and drives quality traffic to our [springsrus.com](http://springsrus.com) website.

# Madden Media

Created Date 2/15/2018

Quote Number 00000969

Prepared By Danah Heye  
Email dheyem@maddenmedia.com

Contact Name Paula Vann  
Account Name Columbia County Tourist Development Council  
Email pvann@columbiacountyfla.com

Bill To 971 W. Duval Street, Suite 145  
Lake City, FL 32055  
United States

[Madden Media digital terms](#)  
[Madden Media print terms](#)

Product	Sales Price	Quantity	Total Price
VISIT FLORIDA co-op partner Silver Package	USD 4,250.00	1.00	USD 4,250.00

Description	420,000 estimated impressions, 750-1250 estimated clicks, campaign to run April, May and June 2018. Regions: North Central, Central Niche: Outdoors & Nature	Subtotal	USD 4,250.00
		Discount	0.00%
		Total Price	USD 4,250.00

## Quote Acceptance Information

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## Standard Terms and Conditions for Digital Marketing Services

### AGREEMENT DETAILS

#### ORDERS FOR ADVERTISEMENTS:

These Standard Terms and Conditions, together with the preceding quote (collectively, the "Agreement") govern the terms under which Madden Media (MM) may manage digital campaigns for the ADVERTISER. References to "ADVERTISER" in these Standard Terms and Conditions means the "ADVERTISER" as specified in the preceding quote.

**Term:** This Agreement shall commence on the effective date as indicated by signing and shall remain in effect through the quoted program's end.

**Indemnity and Hold Harmless:** ADVERTISER agrees to indemnify, defend, protect and hold free and harmless MM and its officers, members, directors, and employees from and against any and all liabilities, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of ADVERTISER, its agents, employees, and sales personnel or from the publication of any editorial or ADVERTISER materials supplied by ADVERTISER, including, without limitation, any such liability arising out of copyright, privacy, or antitrust. ADVERTISER shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of MM.

MM does hereby indemnify and hold harmless ADVERTISER and its officers, members, directors, and employees from any liability, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of MM, its agents, or employees or from the publication of any material supplied by MM. MM shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of ADVERTISER.

**Taxes:** All tax and other returns required by city, local, state or federal laws or regulations with respect to the performance of this contract or otherwise in connection with the business of MM and all payments due thereon, and all fees or other payments due in connection therewith, including generally, but not limited to, income or other tax withholding, social security, unemployment compensation, disability coverage and other taxes shall be made, filed and paid by MM, and MM shall hold ADVERTISER harmless from any liability with respect thereto.

**Assignment:** MM's services hereunder are personal in nature. This Agreement may not be assigned or transferred by MM without the prior written consent of ADVERTISER.

**Modification:** This Agreement may only be modified in writing and signed by both parties hereto.

**Confidentiality:** Information that is disclosed by one party to the other party, and that is marked "confidential," or which under the circumstances ought reasonably to be treated as confidential information (including this agreement), will be treated as confidential by you. You will not disclose to a third party such information or use such information other than for the purpose for which it was provided without the written consent of us. This limitation will apply for a period of one (1) year after disclosure of such confidential information. The foregoing limitations do not apply to the extent such information: (a) is or subsequently becomes publicly available other than through a breach of these limitations; (b) is already known to the receiving party at the time of disclosure; (c) is developed by the receiving party independent of such information; or (d) is rightfully received from a third party without restrictions on disclosure or use.

MM and ADVERTISER collectively agree to keep the terms of this Agreement and all information pertaining to the advertising sales and other information pertaining to either party's business strictly confidential except as may be required to sell Advertising. Disclosure by MM or ADVERTISER to its attorneys, accountants, or tax advisors and sales representatives, or as may be required by law to any governmental agency or authority or to a court or arbitrator shall be conditioned on all reasonable steps being taken to maintain the confidentiality of the terms of this Agreement. Either party shall notify the other

party promptly if any such disclosure is requested or required. Neither party shall issue any press releases or public announcements pertaining to this Agreement or the Advertising Sales unless such releases or announcements have been approved by the other party prior to issuance.

**Responsibility for Advertisements:** ADVERTISER represents and warrants to MM that it is fully authorized to deliver, and authorizes MM to deliver on its partners' behalf, content through advertisements (including, without limitation, all content such as text, graphics, URLs, and sites to which URLs are linked), and that all content complies with all applicable laws and regulations. If an agency is entering into this Agreement on behalf of an ADVERTISER, Agency agrees to the foregoing representations and also represents and warrants that it is the authorized agent of ADVERTISER, and ADVERTISER is not, as of the date of this Agreement, in material breach of any agreement with or in default with respect to any amount owed to Agency. It is the responsibility of ADVERTISER or ADVERTISER to inform MM of removed or relocated web content that may adversely affect the advertisements' ability to deliver appropriate content to visitors. MM will not be held liable for any clicks delivered to removed or relocated web content, such as those resulting in an HTTP 404 error response code.

**Miscellaneous:** This Agreement shall be construed and controlled by the laws of the State of Arizona. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement does not constitute an offer by MM and it shall not be effective until signed by ADVERTISER. ADVERTISER will not have direct access to bid management interface, advertising platforms, or metrics such as cost per click incurred and cost per thousand impressions incurred. All platform accounts and contents therein will remain the intellectual property of MM during and after the program described with this MA. MM will pay all media costs directly to 3rd party vendors.

**Counts and Make Goods:** MM counts instances of Content being delivered based on requests, and MM will issue monthly tracking reports on that basis. ADVERTISER will only be privy to results of their individual advertising or the cumulative results of their program when sponsoring a cooperative initiative. If MM fails to deliver the contracted impressions during the contract term, ADVERTISER's sole remedy for such failure will be an extension of this Agreement until the contracted deliverables are provided in full. The final determination of delivery will be as reported by MM's ad server platforms. MM will not be liable for impressions or other delivery discrepancies between said platforms and ADVERTISER's 3rd party ad tagging. MM guarantees costs and assumes all risks based on current levels of online inventories and marketplace demand. In the event, and only in the event, market conditions shift to prevent the execution of the contract as contemplated by the parties, ADVERTISER and MM may mutually agree to alter the agreement terms or either party may terminate the contract upon 10 business days' notice in party's sole discretion.

**Commitment and Payment Terms:** Unless otherwise agreed upon, ADVERTISER will be billed in full upon advertising campaign activation. MM will invoice ADVERTISER for all fees under this Agreement, and ADVERTISER will pay MM all invoiced amounts within 30 days after the date of the invoice to MM. MM may remove any advertisements and cancel any Agreement, if ADVERTISER is in default of its payment obligations. Amounts due hereunder do not include taxes or other government fees, the computation and payment of which (other than taxes on MM income) is the responsibility of ADVERTISER.

**Reporting:** MM will provide monthly reports, at a minimum, taken directly from the applicable advertising account(s) demonstrating key metrics such as clicks, impressions and click-through rates. ADVERTISERS will only be privy to results of their individual advertising or the cumulative results of their program when sponsoring a cooperative initiative.

**Independent Status:** The parties intend that an independent contractor relationship will be created by this Agreement. Nothing in this Agreement shall be construed as making the parties joint venturers or as making either party or any of its employees the employee of the other.

**Covenant Not to Divert:** During the term of this agreement and for a period of one (1) year thereafter, the parties will not directly or indirectly solicit, induce, attempt to induce, or endeavor to entice away any employee of the other party, whether for their own account or for the account of a third party.