

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

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

AGENDA

MAY 1, 2008

7:00 P.M.

7:00 P.M. Invocation

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

7:10 P.M. Connie Scott, Planning Technician

SUBDIVISIONS:

- (1) SD 0232 - Indian Ridge, Phase One - District 1 -
Commissioner Williams
- (2) SD 0233 - Indian Ridge, Phase Two - District 1 -
Commissioner Williams

7:20 P.M. Morris Bowling:

- (1) Fry Road

7:30 P.M. Marlin Feagle, County Attorney

- (1) Set Public Hearing - June 5, 2008 - Florida Housing
Finance Corporation Pertaining to the SHIP Program -
Local Housing Assistance Program Ordinance

(2) Consolidation Straw Ballot Resolution

(3) Public Records Request Policy

7:40 P.M. STAFF MATTERS:

HONORABLE DEWEY A. WEAVER, CHAIRMAN

(1) Consent Agenda

DISCUSSION AND ACTION:

(1) Development of Fifth Adult Softball Field at
Southside Recreation Complex - Permit Allocation
- \$10,000.00

(2) Waste Pro - Working hours on July 4, 2008

(3) Intersection on Pinemount Road/SW Deputy Jeff
Davis Lane Property - Property Exchange

(4) Request from City of Lake City - Combined Fire
Service

(5) Insurance Denial Appeal - Phyllis Skinner

*****SECOND PAGE

COMMISSIONERS COMMENTS

PUBLIC COMMENTS

ADJOURNMENT

**COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2008R- 13**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, CALLING FOR A STRAW BALLOT QUESTION WHETHER THERE SHOULD BE A CONSOLIDATED GOVERNMENT EXTENDING THROUGHOUT THE TERRITORIAL LIMITS OF COLUMBIA COUNTY, FLORIDA, EXCLUDING THE TOWN OF FORT WHITE, PURSUANT TO THE PROVISIONS OF SECTION 3, ARTICLE VIII, OF THE CONSTITUTION OF THE STATE OF FLORIDA.

WHEREAS, the Columbia County Board of County Commissioners believe it is in the best interest of the citizens and residents of Columbia County, Florida, to present a charter for voter approval or rejection to consolidate into one county-wide government encompassing the territorial limits of Columbia County, Florida, except the Town of Fort White Florida; and

WHEREAS, Section 3, Article VIII, of the Constitution of the State of Florida provides the government of a county and the government of one or more municipalities located therein may be consolidated into a single government which may exercise any and all powers of the county and several municipalities; and

WHEREAS, Section 101.161(1), Florida Statutes (2007), provides the procedure for presenting a public measure to the vote of the people.

NOW, THEREFORE, BE IT RESOLVED that the Columbia County Board of County Commissioners respectfully requests the Honorable Elizabeth Horne, Supervisor of Elections, Columbia County, to place on the ballot of the next general election to be held on November 4, 2008, the following straw ballot nonbinding question:

**NONBINDING SUPPORT FOR A CONSOLIDATED
COLUMBIA COUNTY GOVERNMENT, EXCLUDING
THE TOWN OF FORT WHITE:**

SHOULD THERE BE PRESENTED FOR VOTER APPROVAL A CHARTER FOR A CONSOLIDATED GOVERNMENT EXTENDING THROUGHOUT THE TERRITORIAL LIMITS OF COLUMBIA COUNTY, INCLUDING THE CITY OF LAKE CITY BUT EXCLUDING THE TOWN OF FORT WHITE, PURSUANT TO THE PROVISIONS OF SECTION 3, ARTICLE VIII, OF THE CONSTITUTION OF THE STATE OF FLORIDA? THIS IS A NONBINDING OPINION POLL.

YES _____ (FOR)
NO _____ (AGAINST)

UNANIMOUSLY APPROVED by the Board of County Commissioners of Columbia County, Florida, at its regular meeting on the _____ day of _____, 2008.

**BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA**

By: _____
Dewey Weaver, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

Approved as to form and
legality:

(SEAL)

Marlin M. Feagle
County Attorney

COLUMBIA COUNTY FLORIDA

PUBLIC RECORDS REQUEST POLICY

Columbia County, Florida (herein "County") will follow Florida Statute, Chapter 119, as it relates to public records.

To ensure full compliance with the law, the following procedures are to be utilized by all County staff in response to a public records or information request.

Procedures

All public requests for records or information must be forwarded to the County's office. This includes written and unwritten requests. It is very important that any staff coming in contact with a public records request know the following: the requestor does not have to provide the request in writing unless deemed necessary by the County to clarify or specify the actual records requested, and the requestor cannot be asked to provide a reason for the request.

In processing an unwritten public records or information request, please make sure the information or documents being requested is clearly understood. Once a request has been received, the County has an obligation to comply with the request. It shall be the responsibility of the staff person to take the necessary steps to comply with the request within a reasonable time, including forwarding the request to the County office where appropriate.

Written requests for public records or information should be directly forwarded to the County staff for processing if received by a Board member or other non-staff member.

The County office will be responsible for the release of all public records or information requests. Notwithstanding anything herein to the contrary, all public records requests shall be governed by Florida Statute, Chapter 119.

Fees

The County follows Florida Statute, Chapter 119.07, as amended, relating to the imposition of charges for public records. If the nature or volume of public records requested to be inspected or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency, or both, the agency may charge, in addition to the actual cost of duplication a

special service charge, which shall be reasonable and shall be based on the actual cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required, or both.

The County defines "extensive" as follows: more than fifteen (15) minutes to locate, research, review and redact, copy, or remain present while the requestor copies, and/or answer questions and re-file the material.

Occasionally, requestor may need to review records directly. The County shall permit records to be inspected and copied, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public records. Because of exemptions to Chapter 119 of the Florida Statutes, there may be sensitive information the public is not authorized to see. These reviews need to be scheduled after consultation with the County's attorney or County Manager.

It is important to note the Public Records Act does not require the County to produce an employee to answer questions regarding the records produced. A charge per copy shall also be made when necessary to make multiple copies of a document in order to properly redact exempt information contained in the document.

Listed below are the duplication fees for public records:

Paper size 8½" x 11", 8½" x 14", or 11" x 17"

One-sided copies	\$0.15 per page
Double-sided copies	\$0.20 per page

All Other Copies

Actual cost of duplication

Certified Copy

1+ pages:	\$1.00 per certified document
-----------	-------------------------------

Postage Fees

Actual cost of mailing

Audio Tape and CD Fees

Audio tapes Actual cost to County

Data CD Actual cost to County

Audio CD Actual cost to County

Audio tapes and/or CDs (if applicable) will take several days to reproduce.

Electronic Requests

The County will not charge requestors for electronic production of documents providing the documents are in electronic form and the request does not exceed fifteen (15) minutes to email. Requests exceeding the fifteen (15) minutes may be assessed staff time. Any paper copies of documents from electronic form shall be charged as provided above.

Staff Time

Please note any public records or information requests taking more than fifteen (15) minutes to complete may be assessed staff time. Requests requiring extensive resources may require a deposit. Any requestor having an account delinquent more than thirty (30) days will be required to pay in advance the estimated cost for providing the public records documents requested.

If you have any questions about these procedures or fees, please contact the County office at 386/758-1005.

Date approved by the Board
of County Commissioners,
Columbia County, Florida

Authorized Signature
Dewey Weaver, Chairman

5/1/08
Agenda

Columbia County


Tourist Development Council

Post Office Box 1847 • 263 NW Lake City Avenue
Lake City, Florida 32056-1847

Telephone: 386-758-1312 • Fax: 386-758-1311 • Toll Free: 1-877-745-4778

April 21, 2008

MEMORANDUM

To: Dale Williams, County Manager
From:  Harvey Campbell, Tourist Development Council
Subject: Development of fifth adult softball field at Southside Recreation Complex

As you are aware, a series of meetings have been held since the first of the year relating to the development of the adult softball facility at the Southside Recreation Complex.

The complex has been envisioned to include five fields since its inception several years ago. Unfortunately, the City of Lake City did not submit the appropriate plans which would have allowed for the building of five fields. Instead, four fields have been built with spacing left available for a fifth field. Columbia County has since installed lights on the four fields.

Former county commissioner James Montgomery has graciously donated \$100,000 for construction of a pentagon shaped (five-sided) building which will house concessions and restroom facilities on the ground floor and a five-sided scoring area on the second floor, along with dressing facilities for umpires. We hope to begin construction on that building in the next 45 days.

It is now time to deal with the issues of developing the fifth field at the adult softball complex. A meeting was held with representatives of the Suwannee River on January 22. Clint Pittman, James Montgomery, Glenn Hunter and myself were in attendance. We received a favorable response from the SRWMD personnel as to the potential of developing the fifth field.

In order for the fifth field to be added at the complex it will be necessary to mitigate existing wetlands, with a strong possibility that can be done on-site at the overall facility.

We have been advised it will likely cost \$10,000 for completing the work to obtain a permit to mitigate existing wetlands to finish the five field complex. That includes \$2,500 in general engineering and \$7,500 for environmental.

We respectfully request consideration of the Board of County Commissioners to allocate funding for the required permitting.

XC: Clint Pittman, Landscape and Parks
Board of County Commissioners

WASTE PRO

"THE WASTE PROFESSIONALS"

P.O. Box 957 • Lake City, FL 32056

Phone: (386) 758-7800

Fax: (386) 754-9700

5/1/08
Agenda

April 22, 2008

Mr. Dale Williams
Columbia County Manager

Mr. Williams,

This letter is to inquire about working on July 4, 2008. Waste Pro will provide fliers and advertisement regarding our running on that holiday, allowing that it is permitted by your office. Please advise us of your decision as soon as possible.

Thank you for your attention to this matter.

Sincerely,

Frank Kramer
District Manager

Frank Kramer



FEAGLE & FEAGLE, ATTORNEYS, P.A.
ATTORNEYS AT LAW
153 NE MADISON STREET
POST OFFICE BOX 1653
LAKE CITY, FLORIDA 32056-1653
(386) 752-7191
Fax: (386) 758-0950

*Copy to John C. -
Place on 5/1/08
Agenda -*

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

Mark E. Feagle
e-mail: mfeagle@bellsouth.net

April 18, 2008

Mr. Dale Williams
County Manager
County Administrative Offices
135 NE Hernando Avenue
Lake City, Florida 32055

RECEIVED
APR 21 2008

Board of County Commissioners
Columbia County

Re: Pinemount Road / SW Deputy Jeff Davis Lane property

Dear Dale:

When the County realigned Pinemount Road at the intersection of SW Deputy Jeff Davis Lane, there resulted abandoned maintained right-of-way formerly known as Pueschel Road. At the same time, the County has an interest in acquiring a strip of land adjacent to the northerly right-of-way line of SW Deputy Jeff Lane in order to increase the visibility at that intersection for safety purposes. Richard Wright owns approximately 1.95 acres located in the northeast quadrant of this intersection as shown on the enclosed sketch prepared by the County engineer.

I have discussed this situation with Mr. Wright and he has expressed a willingness to exchange to the County the approximately 4700 square feet adjacent to the north right-of-way of SW Deputy Jeff Davis Lane for a portion of abandoned right-of-way adjacent to the east line of Pinemount Road as currently aligned. The proposed exchange is shown on the attached sketch. Assuming all parties are in agreement as to the actual exchange, we will ask the property appraiser's office to value the respective properties in order to insure exchanges of equal value. The property exchanged to Mr. Wright will contain certain restrictions against locating permanent structures on that property and will, therefore, obviously reduce the value of the property conveyed to Mr. Wright.

The County engineer has confirmed the County needs the additional property from Mr. Wright for visibility and safety purposes and, therefore, this seems to be a win situation for all parties. As soon as the County engineer provides me with the legal descriptions, I will forward the same to Mr. Wright for his review and also obtain

Mr. Dale Williams
Page 2
April 18, 2008

respective values from the property appraiser. I believe this concept will be acceptable to Mr. Wright provided we move forward with this immediately. Therefore, I am requesting that you place this matter on the County agenda for the Board's review and consideration on May 1, 2008.

Please do not hesitate to give me a call if you have additional questions.

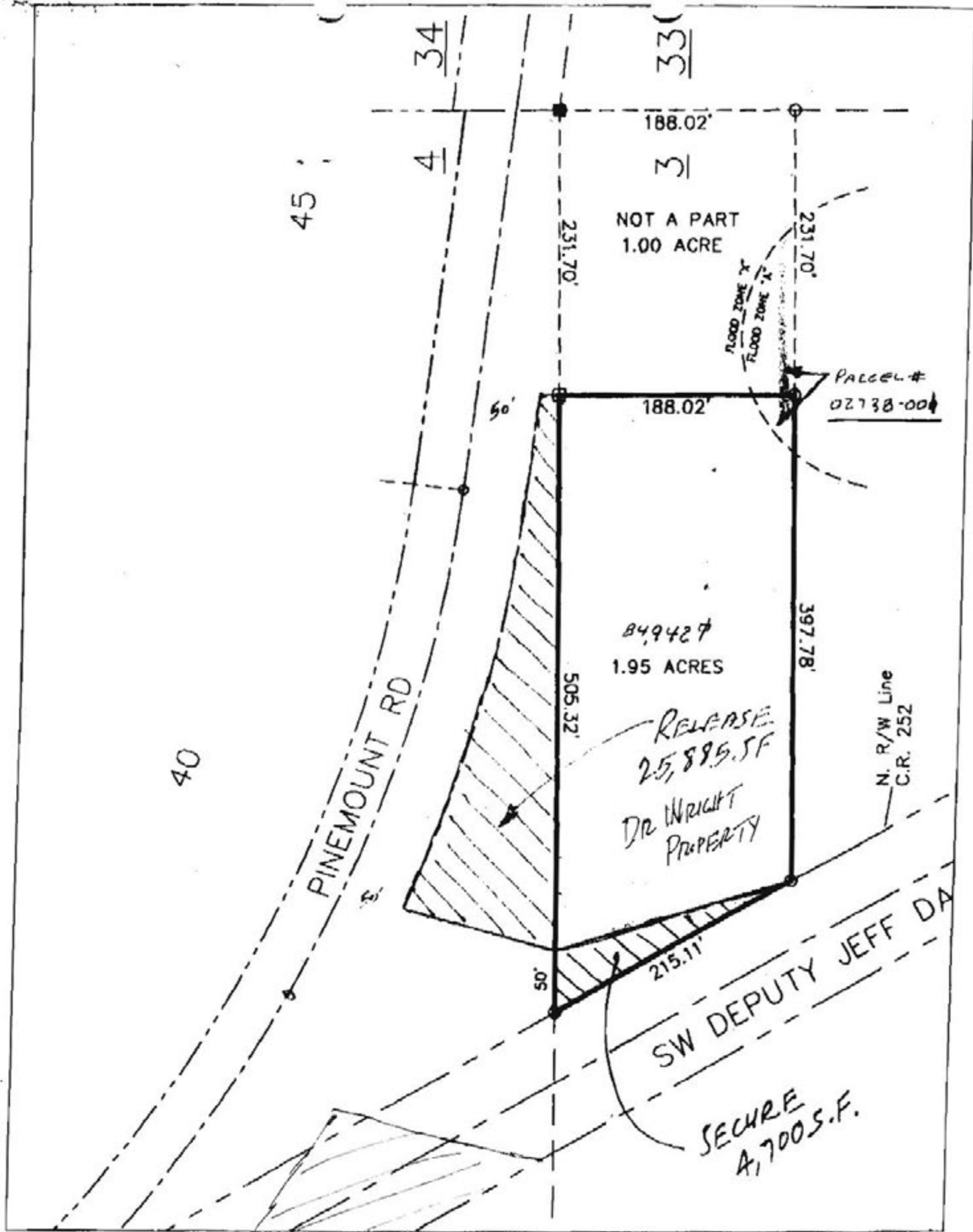
Very truly yours,


Marlin M. Feagte

MMF:dse

Enclosure

cc: Mr. John Colson (w/enclosure)



45

34
4

33
3

NOT A PART
1.00 ACRE

Parcel #
02738-00

84,942
1.95 ACRES

RELEASE
25,895.5F
DR WRIGHT
PROPERTY

N. R/W Line
C.R. 252

SW DEPUTY JEFF DA

SECURE
1,700S.F.

40

PINEMOUNT RD

See Sketch

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

Citizens 3/18/08



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

March 17, 2008

Mr. Scott Reynolds
City Manager
CITY OF LAKE CITY
205 North Marion Avenue
Lake City, Florida 32055

RE: Your Letter of March 5, 2008 –
Fire Suppression Services –
Request for Additional Information

Scott:

A copy of the above referenced letter has been forwarded to the Board of County Commissioners. As we went through this exercise less than one year ago, I am certain that the Board of County Commissioners will want you to answer the following questions in order that they may have this information while considering the request of the City Council.

- 1.) Will the City of Lake City require that any and/or all of the current Lake City Fire Department personnel be retained and if so, must they be retained at current rank and salary?
- 2.) As a number of the City Fire Department is covered by a private pension plan and as the County Fire Department is covered by the Florida Retirement System, who will be responsible for future private pension plan contributions should the private pension plan become underfunded?
- 3.) Who will be responsible for unemployment payments should any of the current City Fire Department personnel become unemployed as a result of the county providing fire services within the City of Lake City?

BOARD MEETS FIRST THURSDAY AT 7:00 P.M.
AND THIRD THURSDAY AT 7:00 P.M.

- 4.) Will any and/or all of the current City Fire Department fire apparatus be available for transfer to the county? Will the apparatus be "donated" or will it be offered for purchase? Please provide a listing of the available equipment and its purchase price estimate if it is not to be donated.
- 5.) Will the current City Fire Department building be made available and if so, what is the annual cost?
- 6.) Is it the intent of the City Council to authorize the Board of County Commissioners to levy a non-advalorem assessment within the incorporated limits of the City of Lake? Is it the desire of the City Council for the county to administer non eligible costs (ie. indigents, not for profit, etc.) based on the same policy as the county utilizes for unincorporated area residents or does the City desire to adopt a separate policy for the incorporated area to be administered by the county?

What revenue source is the City proposing to cover non eligible costs? The county currently utilizes a non general fund revenue. Will the City indemnify the county for non eligible costs by a direct contribution or does the City want the county to fund all non eligible costs through the county general fund?

- 7.) As long as the non advalorem assessment rates remain the same for each property category, whether in the incorporated or unincorporated areas of the county, will the county be required to have City Council approval prior to assessment increases?
- 8.) Who does the City propose pay for the required "cost and allocation" study necessary to study this request? This is the study that Government Services Group (GSG) performed last year. I would estimate the cost to be between \$10,000 - \$12,000 dollars. This estimate excludes direct mail and postage expenses should the proposal proceed to Hearing.

Last year, both the City and County were utilizing the services of National Fire Services. You are correct that Skip Starling of NFS was contracted to develop a "plan and cost" for consolidating fire suppression services. A review of my file does not indicate I received anything directly from Skip regarding the "plan and cost". I did receive from GSG various cost scenarios. If memory serves me correctly, Skip worked directly with GSG and provided the information from

Scott Reynolds, City Manager
March 17, 2008
Page 2

which they developed the cost scenarios. By copy of this letter I will ask Tres Atkinson, County Fire Chief if he has any specific information related to the "plan" that was proposed (i.e. staffing, equipment, etc.). Please provide answers to the above questions at your earliest convenience.

Sincerely,



Dale Williams
County Manager

DW/cnb

XC: Tres Atkinson, Fire Chief
Board of County Commissioners
File – Countywide Fire Service (2008)



City of Lake City

205 N. MARION AVE.
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031
FAX: (386) 752-4896



March 5, 2008

Mr. Dale Williams
County Manager
Post Office Drawer 1529
Lake City, FL 32056

Dear Dale:

It is hard to believe that it is time for us to start preparing for the upcoming budget and part of this process will include fire services. I have once again been asked by Council to submit a letter of inquiry to the County Commission regarding the County providing fire service inside the city limits of Lake City.

Last year in a letter dated July 18, 2007 addressed to you and the Board of County Commissioners from former City Manager, David Kraus, it stated that based on projections provided by GSG that the City felt at that time maintaining the services ourselves was the correct option. It is my understanding, there was really not enough time for either the City or County to review and discuss all of their options thoroughly, and would like to begin this process as soon as possible to ensure that this does not happen this year.

Also, according to a letter dated July 5, 2007 from you to Mr. Kraus, the County had contracted with Skip Starling, National Fire Services Office, to develop a plan and cost for meeting the desired need. I would appreciate you sending me a copy of his plan at your earliest convenience.

Mayor-Councilman
STEPHEN M. WIT

Vice-Mayor-Councilm
JOHN ROBERTSON

Council Members
EUGENE JEFFERSO
J. MICHAEL LEE
GEORGE WARD

City Attorney
HERBERT F. DARBY

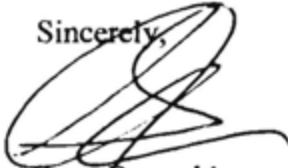
City Manager
SCOTT REYNOLDS

City Clerk
AUDREY E. SIKES

Mr. Dale Williams
March 5, 2008
Page 2

I know we agree that both the City and County will always strive to seek the best and most cost effective ways to provide service to our citizens, and I look forward to hearing from you regarding the interest, if any, in the County providing fire service inside the city limits.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Reynolds". The signature is stylized with a large, looping initial "S" and a horizontal line extending to the right.

Scott Reynolds
City Manager

cc: Mayor and City Council
Board of County Commissioners

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


5/1/08
Agenda



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

April 17, 2008

M E M O

TO: Board of County Commissioners
FR: Dale Williams, County Manager 
RE: Insurance Denial Appeal - Phyllis Skinner

Please find attached a letter received from Phyllis Skinner requesting that the Board of County Commissioners review her claim that was filed with the county's liability carrier, Florida Association of Counties Trust (FACT) and reverse their determination that the claim should be denied. Mrs. Skinner states her reasons for reversing the insurance determination is in her letter. Also, Mrs. Skinner has indicated that she would be available to discuss this request with you at your convenience.

This request will be scheduled in the near future on an agenda of the Board. Please review and advise if you have any questions.

DW/pds

XC: Phyllis Skinner
Phyllis Skinner Claim File
Marlin Feagle, County Attorney
Outgoing Correspondence

REGARD MEETINGS: TUESDAY AT 7:00 PM
AND THURSDAY AT 10:00 AM

April 6, 2008

To: Dale Williams, County Manager
Board of County Commissioners

Due to the ruling that part of Old Mill Drive was private I had to remove part of my driveway that entered and exited onto a private road. It was my understanding and Mr. Dale Williams that the private section started at the large oak tree about thirty feet south of my driveway.

When the property was purchased there was no mention about where the driveway could be put. As a matter of fact Mrs. Blalock with Daniel Crapp's Agency made the comment that we already had a driveway started. She was referring to a small dirt road that was once the original Old Mill Road that came off of Lake Jeffery and onto what is now referred to Old Mill Drive. It was my assumption that since there was already and existing paved road there and had been maintained by the county (pot holes being filled) that section was public. The entire time my home was under construction all vehicles entered onto the property where the drive was to be. There was no mistaken of the location of the drive due to a fence being constructed around the three acres the home was being built on.

To make a long story short Mr. Dale Williams said there was no problem putting my driveway in because this section of the road was county maintained. Several county employees stated that they had done maintenance on Old Mill Drive, which they have since recanted. I put my driveway in after being issued a culvert permit and then was sued by the Ravndal Road Association. I have since put in another driveway at the cost of \$12,500.00. I feel that the county should incur this cost. I have incurred the cost of tree removal, lost of concrete and labor of original drive, removal and repair of fence, sod, plants, irrigation, electrical, reconstruction of light columns and mailbox and the cost of a lawsuit.

I would appreciate your help in this matter.

Sincerely,


Phyllis Skinner

Date -

If any of the County Commissioners want to meet with me it can do so during my lunch break (anytime) 10A - 2p or after 5pm Monday thru Friday. Not work weekends. Just let me know a day in advance.

Thanks

Rhylee

cell - 623-1657

*file
Phyllis
Skinner*

IN THE CIRCUIT COURT OF THE THIRD
JUDICIAL CIRCUIT, IN AND FOR COLUMBIA
COUNTY, FLORIDA

Case No.: 07-50-CA

RAVNDAL ROAD OWNERS'
ASSOCIATION, INC.,
a Florida Not-for-profit Corporation,
Plaintiff,

vs.

PHYLLIS SKINNER,
Defendant

*2007 JUN 29 PM 4: 04
Plaintiff's Counsel*

FINAL JUDGMENT

This action was tried before the Court on Plaintiff's Complaint for Ejectment and Trespass. The Court, after having heard testimony of the parties and witnesses, reviewing the file, and being otherwise full advised in the premises,

IT IS ADJUDGED that:

1. This Court has jurisdiction over the parties and matters herein.
2. Plaintiff is and was at the institution of this suit the owner in fee simple and

entitled to possession of the property described as:

Parcel 1: A strip of land 80 feet wide lying 30 feet right and 30 feet left of the following described centerline:
 Begin at the Northern Terminal Point of Harris Lake Drive per plat of "FAIRWAY VIEW UNIT 2-A" as recorded in Plat Book 4, Page 115 of the public records of Columbia County, Florida, said point being also on the arc of a curve concave to the Southwest, having a radius of 320.00 feet and a total central angle of 82°38'00", thence Northwesterly along the arc of said curve 144.82 feet to the Point of Reverse curve of a curve concave to the Northeast having a radius of 305.00 feet and a total central angle of 78°51'04"; thence Northwesterly along the arc of said curve 425.07 feet to the Point of Tangency of said curve; thence N 3°55'49"E 150.00 feet to the Point of curve of a curve concave to the East having a radius of 410.00 feet and a total central angle of 9°57'00"; thence Northerly along the arc of said curve 71.20 feet to the Point of Tangency of said curve; thence N

6°01'11"E 98.20 feet to its intersection with the arc of a curve concave to the North having a radius of 630.00 feet and a total central angle of 47°59'37"; thence Easterly along the arc of said curve 132.15 feet to the Point of Tangency of said curve; thence N 81°43'31"E 177.78 feet to the Point of Curve of a curve concave to the South having a radius of 460.00 feet and a total central angle of 24°52'14"; thence Easterly along the arc of said curve 199.67 feet to the point of Tangency of said curve; thence S 73°24'13"E 267.41 feet; thence N 18°35'47"E 290.07 feet; thence N 22°03'40"E 47.54 feet to the Point of Tangency of a curve concave to the Southeast having a radius of 62.00 feet and a total central angle of 97°42'12"; thence Northerly, Easterly and Southeasterly along the arc of said curve 105.73 feet to the Point of Tangency of said curve; thence S 60°14'08"E 18.67 feet to the Point of curve of a curve concave to the North having a radius of 825.00 feet and a total central angle of 12°54'40"; thence Southeasterly along the arc of said curve 140.84 feet to the Point of Tangency of said curve; thence S 73°08'48"E 587.05 feet to the Point of Tangency of a curve concave to the Northwest having a radius of 100.00 feet and a total central angle of 103°47'35"; thence Northerly along the arc of said curve 181.15 feet to the Point of Tangency of said curve; thence N 3°03'37"E 506.17 feet to the Point of curve of a curve concave to the Southeast having a radius of 130.00 feet and a total central angle of 43°50'24"; thence Northeasterly along the arc of said curve 99.47 feet to the Point of Tangency of said curve; thence N 48°54'01"E 295.93 feet; thence N 42°47'48"E 335.82 feet to the Point of curve of a curve concave to the Northwest having a radius of 320.00 feet and a total central angle of 32°08'15"; thence Northeasterly along the arc of said curve 179.49 feet to the Point of Tangency of said curve; thence N 10°39'34"E 89.94 feet to the Point of curve of a curve concave to the Southeast having a radius of 480.00 feet and a total central angle of 11°48'00"; thence Northerly along the arc of said curve 98.88 feet to the Point of Tangency of said curve; thence N 22°27'34"E 80.46 feet to the Point of curve of a curve concave to the Northwest having a radius of 820.00 feet and a total central angle of 28°34'30"; thence Northerly along the arc of said curve 287.57 feet to the Point of Tangency of said curve; thence N 4°08'58"W 537.15 feet to the Point of curve of a curve concave to the Southeast having a radius of 250.00 feet and a total central angle of 47°36'15"; thence Northerly along the arc of said curve 207.71 feet to the Point of Tangency of said curve; thence N 43°29'19"E 825.97 feet to the Southwestarty Right of Way line of State Road No. 250 and the TERMINAL POINT of said centerline, LESS & EXCEPT any portion thereof within the right-of-way of the CSX railroad right-of-way.

Parcel 2: A strip of land 40.00 feet in width, lying 40.00 feet North of and adjacent to the following described line;

COMMENCE at the Northeast corner of Section 26, Township 3 South, Range 16 East, Columbia County, Florida and run S 88°35'05"W along the North line of said Section 26 a distance of 1176.97 feet to a point on the Westerly line of a 60 foot roadway and the POINT OF BEGINNING; said point being on the arc of a curve concave to the West having a radius of 1446.84 and a central of 06°20'10" said curve also having a Chord bearing and distance of S 15°37'56"E 158.83 feet; thence Southerly along the arc of said curve, being also said Westerly line of a 60 foot roadway 160.01 feet to its intersection with the Northwesterly line of a 60 foot roadway; thence S 28°18'50"W along said Northwesterly line of a 60 foot roadway 38.14 feet; thence S 88°35'48"W still along said Northwesterly line of a 60 foot roadway 388.14 feet to the Point of curve of a curve concave to the Southeast having a radius of 230.00 feet and a central angle of 63°38'54" said curve also having a chord bearing and distance of S 36°46'19"W 242.57 feet; thence Southwesterly along the arc of said curve being also said Northwesterly line of a 60 foot roadway 255.50 feet to the Point of Tangency of said curve; thence S 04°58'52"W still along said Northwesterly line of a 60 foot roadway 6.75 feet to the POINT OF BEGINNING of herein described line; thence S 88°47'20"W 102.82 feet; thence N 70°30'41"W 200.05 feet to the TERMINAL POINT of herein described line.

Parcel 3:

A parcel of land constituting the "Island" lying South of the right-of-way of SR 250 in the center of Old Mill Road and Shown on the plat of Lake Jeffery, a subdivision as recorded in Plat Book 5, Pages 38-38A of the public records of Columbia County, Florida as "Not A Part"; an Island in the center of Old Mill Road lying Northeastery of Lot 28 and shown on the plat of Lake Jeffery as "Not A Part"; and an Island in the center of Lake Jeffery Drive at its intersection with Old Mill Road lying between Lot 1 and Lot 28 and shown on the plat of Lake Jeffery as "Not A Part".

3. Defendant constructed a driveway and brick mailbox near the northern boundary of the Plaintiff's property, both of which now encroach on Plaintiff's lands described above. See survey and testimony of Timothy Deibens.

4. Plaintiff shall recover from Defendant possession of the property described above, for which let writ of possession issue. Defendant will be allowed ten (10) days from the date of this order to remove the encroachments, failing which Plaintiff

may take any reasonable measures to remove the encroaching driveway and mailbox from Plaintiff's property.

5. Plaintiff shall recover from the Defendant costs incurred by the Plaintiff in this matter, the amount of which shall be determined by motion of the Plaintiff in accordance with the Florida Rules of Civil Procedure. Costs shall include:

- i. Costs for preparation of Maps
- ii. Title examination costs
- iii. Expert fees for testimony of Timothy Delbene
- iv. Court Reporter fees
- v. Reasonable costs associated with Plaintiff's removal of the encroaching driveway and mailbox (if necessary)
- vi. Post-judgment Interest at the rate promulgated by the State of Florida at the time of entry of this judgment

6. There was testimony to support the Plaintiff's claim that Defendant knowingly went upon the property of the Plaintiff after Defendant was notified that the property she was crossing to get to the encroaching driveway was private.

7. Defendant was not given permission to continue use of the Plaintiff's property, or, permission was revoked by the filing of this suit and the placement of no trespassing signs at the beginning of Plaintiff's road.

8. Defendant at all times had access to her property via a public road, and is not landlocked by the Plaintiff's parcel.

9. Defendant is hereby enjoined from use of the above-described property. Defendant shall not go onto the above-described property for any reason without specific permission from the Plaintiff.

10. The Court reserves and retains jurisdiction of this matter to enter further orders as may be required to effectuate this Final Judgment.

11. Neither limited prior usage (during house construction), nor usage by others gives Defendant the ongoing right to use/encroach upon the private road/property.

12. Even if the most convenient travel route to Defendant's property is over Plaintiff's private road/property, that fact does not give Defendant the right to use/encroach upon Plaintiff's private road/property. Otherwise, any land buyer could buy land with poor/lesser (yet legal) access and then demand better/more convenient access from private property owners/associations; thereby simultaneously increasing the value of the property with poor/lesser access while decreasing the value of adjoining private property/private roads.

13. Though the evidence is not totally consistent, there is not adequate evidence to prove that part of the private road Defendant seeks to use is public.

14. Should the parties reach agreement allowing Defendant to join the Plaintiff's association prior to the removal of the encroachments, the Court should be informed in writing.

DONE AND ORDERED in Chambers in Lake City, Columbia County, Florida, this

29th day of June, 2007.



Paul S. Bryan, Circuit Judge

Copies to:
Joel F. Foreman, Esq.
Phyllis Skinner

This certified copies were
furnished on: 6-29-07
By: copy to Joel Foreman
no new provided

Florida Association



of Counties Trust

October 30, 2007

Ms. Phyllis Skinner
287 NW Old Mill Drive
Lake City, FL 32024

Re: Member: Columbia County
Date of Occurrence: April 1, 2007 (arbitrarily chosen)
Claim No.: FAC2318ML-10-1

Dear Ms. Skinner:

We represent the Florida Association of Counties Trust (FACT) of which Columbia County is a member.

I have conducted an investigation into the allegations set forth in your correspondence to the County dated July 27, 2007, in which you seek approximately \$16,000 in damages.

Our investigation reveals the following:

- You were aware that the portion of Old Mill Drive in front of your residence was, in fact, owned by Ravnal Road Owners' Association, Inc. and considered a private drive.
- The contractor you hired to construct your driveway was different from the one who built your residence.
- At the bottom of Columbia County Building Permit No. 000024403 it clearly states the following: "The Issuance of this Permit Does Not Waive Compliance by Permittee with Deed Restrictions."

Based upon the above, we find no breach of any public duty liability or imputed liability on behalf of our insured. We must respectfully deny your claim and trust you understand our position in this matter.

Sincerely,

FLORIDA ASSOCIATION OF COUNTIES TRUST

By: FACT Risk Services Corporation
(an independently owned and operated company)
Its Service Company

By: Robbin Peeken
Claims Examiner

RP/tmv

bcc: ✓ Mr. Ed Wheeler; The Wheeler Agency, Inc.; 622 SW Main Boulevard; Lake City, FL 32025-5708

July 27, 2007

To: Dale Williams, County Manager

Due to the recent ruling that part of Old Mill Drive was private I had to remove part of my driveway that was on this private section of road. It was my understanding and yours that this section of road was county property and I was given a culvert permit. Also due to past work being done on that section of road by the County one would think it was County maintained. But due to poor record keeping and some county employees recanting that actual work had been done the County could not prove that this section of road was public.

I feel that the County should incur the cost of the removal of drive that was on private property (\$1800.00) and the cost of putting in a new drive (\$14,988). I have incurred court cost and the lost of part of my driveway. I will be incurring the cost of removal of irrigation, sod, fence and the cost of new light columns and wiring.

I hope that in the future the Board will adopt an ordinance that prohibits a road being private unless the person owns the land surrounding the road.

Mr. Williams you have been very helpful to me in the past and hope that you can continue to help in this matter of expense.

Thank You


Phyllis A. Skinner

IN THE CIRCUIT COURT OF THE THIRD
JUDICIAL CIRCUIT, IN AND FOR COLUMBIA
COUNTY, FLORIDA

Case No.: 07-50-CA

RAVNDAL ROAD OWNERS'
ASSOCIATION, INC.,
a Florida Not-for-profit Corporation,
Plaintiff,

vs.

PHYLLIS SKINNER,
Defendant

_____ /

Phyllis Skinner
2007 JUN 29 PM 4: 04

FINAL JUDGMENT

This action was tried before the Court on Plaintiff's Complaint for Ejectment and Trespass. The Court, after having heard testimony of the parties and witnesses, reviewing the file, and being otherwise full advised in the premises,

IT IS ADJUDGED that:

1. This Court has jurisdiction over the parties and matters herein.
2. Plaintiff is and was at the institution of this suit the owner in fee simple and

entitled to possession of the property described as:

Parcel 1: A strip of land 80 feet wide lying 30 feet right and 30 feet left of the following described centerline:
Begin at the Northern Terminal Point of Harris Lake Drive per plat of "FAIRWAY VIEW UNIT 2-A" as recorded in Plat Book 4, Page 115 of the public records of Columbia County, Florida, said point being also on the arc of a curve concave to the Southwest, having a radius of 320.00 feet and a total central angle of 82°38'00"; thence Northwesterly along the arc of said curve 144.92 feet to the Point of Reverse curve of a curve concave to the Northeast having a radius of 305.00 feet and a total central angle of 79°51'04"; thence Northwesterly along the arc of said curve 425.07 feet to the Point of Tangency of said curve; thence N 3°55'49"E 150.00 feet to the Point of curve of a curve concave to the East having a radius of 410.00 feet and a total central angle of 9°57'00"; thence Northerly along the arc of said curve 71.20 feet to the Point of Tangency of said curve; thence N

6°01'11"E 98.20 feet to its intersection with the arc of a curve concave to the North having a radius of 530.00 feet and a total central angle of 47°59'37"; thence Easterly along the arc of said curve 132.15 feet to the Point of Tangency of said curve; thence N 81°43'31"E 177.76 feet to the Point of Curve of a curve concave to the South having a radius of 460.00 feet and a total central angle of 24°52'14"; thence Easterly along the arc of said curve 199.67 feet to the point of Tangency of said curve; thence S 73°24'13"E 257.41 feet; thence N 18°35'47"E 290.07 feet; thence N 22°03'40"E 47.54 feet to the Point of Tangency of a curve concave to the Southeast having a radius of 62.00 feet and a total central angle of 97°42'12"; thence Northerly, Easterly and Southeasterly along the arc of said curve 105.73 feet to the Point of Tangency of said curve; thence S 60°14'08"E 18.67 feet to the Point of curve of a curve concave to the North having a radius of 825.00 feet and a total central angle of 12°54'40"; thence Southeasterly along the arc of said curve 140.84 feet to the Point of Tangency of said curve; thence S 73°08'48"E 587.05 feet to the Point of Tangency of a curve concave to the Northwest having a radius of 100.00 feet and a total central angle of 103°47'35"; thence Northerly along the arc of said curve 181.15 feet to the Point of Tangency of said curve; thence N 3°03'37"E 506.17 feet to the Point of curve of a curve concave to the Southeast having a radius of 130.00 feet and a total central angle of 43°50'24"; thence Northeasterly along the arc of said curve 99.47 feet to the Point of Tangency of said curve; thence N 48°54'01"E 285.93 feet; thence N 42°47'49"E 335.82 feet to the Point of curve of a curve concave to the Northwest having a radius of 320.00 feet and a total central angle of 32°08'15"; thence Northeasterly along the arc of said curve 179.49 feet to the Point of Tangency of said curve; thence N 10°39'34"E 99.94 feet to the Point of curve of a curve concave to the Southeast having a radius of 480.00 feet and a total central angle of 11°48'00"; thence Northerly along the arc of said curve 98.86 feet to the Point of Tangency of said curve; thence N 22°27'34"E 90.46 feet to the Point of curve of a curve concave to the Northwest having a radius of 620.00 feet and a total central angle of 26°34'30"; thence Northerly along the arc of said curve 287.57 feet to the Point of Tangency of said curve; thence N 4°06'56"W 537.15 feet to the Point of curve of a curve concave to the Southeast having a radius of 250.00 feet and a total central angle of 47°36'15"; thence Northerly along the arc of said curve 207.71 feet to the Point of Tangency of said curve; thence N 43°29'19"E 825.97 feet to the Southwesterly Right of Way line of State Road No. 250 and the TERMINAL POINT of said centerline, LESS & EXCEPT any portion thereof within the right-of-way of the CSX railroad right-of-way.

Parcel 2: A strip of land 40.00 feet in width, lying 40.00 feet North of and adjacent to the following described line:

COMMENCE at the Northeast corner of Section 26, Township 3 South, Range 18 East, Columbia County, Florida and run S 88°35'05"W along the North line of said Section 26 a distance of 1176.87 feet to a point on the Westerly line of a 60 foot roadway and the POINT OF BEGINNING; said point being on the arc of a curve concave to the West having a radius of 1446.84 and a central of 06°20'10" said curve also having a Chord bearing and distance of S 15°37'56"E 159.83 feet; thence Southerly along the arc of said curve, being also said Westerly line of a 60 foot roadway 160.01 feet to its intersection with the Northwesterly line of a 60 foot roadway; thence S 28°18'50"W along said Northwesterly line of a 60 foot roadway 38.14 feet; thence S 88°35'48"W still along said Northwesterly line of a 60 foot roadway 389.14 feet to the Point of curve of a curve concave to the Southeast having a radius of 230.00 feet and a central angle of 83°38'54" said curve also having a chord bearing and distance of S 36°46'19"W 242.57 feet; thence Southwesterly along the arc of said curve being also said Northwesterly line of a 60 foot roadway 255.50 feet to the Point of Tangency of said curve, thence S 04°58'52"W still along said Northwesterly line of a 60 foot roadway 5.75 feet to the POINT OF BEGINNING of herein described line; thence S 89°47'20"W 102.82 feet; thence N 70°30'41"W 200.05 feet to the TERMINAL POINT of herein described line.

Parcel 3:

A parcel of land constituting the "Island" lying South of the right-of-way of SR 250 in the center of Old Mill Road and Shown on the plat of Lake Jeffery, a subdivision as recorded in Plat Book 5, Pages 39-39A of the public records of Columbia County, Florida as "Not A Part"; an Island in the center of Old Mill Road lying Northeasterly of Lot 28 and shown on the plat of Lake Jeffery as "Not A Part"; and an Island in the center of Lake Jeffery Drive at its intersection with Old Mill Road lying between Lot 1 and Lot 28 and shown on the plat of Lake Jeffery as "Not A Part".

3. Defendant constructed a driveway and brick mailbox near the northern boundary of the Plaintiff's property, both of which now encroach on Plaintiff's lands described above. See survey and testimony of Timothy Deibene.

4. Plaintiff shall recover from Defendant possession of the property described above, for which let writ of possession issue. Defendant will be allowed ten (10) days from the date of this order to remove the encroachments, failing which Plaintiff

may take any reasonable measures to remove the encroaching driveway and mailbox from Plaintiff's property.

5. Plaintiff shall recover from the Defendant costs incurred by the Plaintiff in this matter, the amount of which shall be determined by motion of the Plaintiff in accordance with the Florida Rules of Civil Procedure. Costs shall include:

- i. Costs for preparation of Maps
- ii. Title examination costs
- iii. Expert fees for testimony of Timothy Delbene
- iv. Court Reporter fees
- v. Reasonable costs associated with Plaintiff's removal of the encroaching driveway and mailbox (if necessary)
- vi. Post-judgment interest at the rate promulgated by the State of Florida at the time of entry of this judgment

6. There was testimony to support the Plaintiff's claim that Defendant knowingly went upon the property of the Plaintiff after Defendant was notified that the property she was crossing to get to the encroaching driveway was private.

7. Defendant was not given permission to continue use of the Plaintiff's property; or, permission was revoked by the filing of this suit and the placement of no trespassing signs at the beginning of Plaintiff's road.

8. Defendant at all times had access to her property via a public road, and is not landlocked by the Plaintiff's parcel.

9. Defendant is hereby enjoined from use of the above-described property. Defendant shall not go onto the above-described property for any reason without specific permission from the Plaintiff.

10. The Court reserves and retains jurisdiction of this matter to enter further orders as may be required to effectuate this Final Judgment.

11. Neither limited prior usage (during house construction), nor usage by others gives Defendant the ongoing right to use/encroach upon the private road/property.

12. Even if the most convenient travel route to Defendant's property is over Plaintiff's private road/property, that fact does not give Defendant the right to use/encroach upon Plaintiff's private road/property. Otherwise, any land buyer could buy land with poor/lesser (yet legal) access and then demand better/more convenient access from private property owners/associations; thereby simultaneously increasing the value of the property with poor/lesser access while decreasing the value of adjoining private property/private roads.

13. Though the evidence is not totally consistent, there is not adequate evidence to prove that part of the private road Defendant seeks to use is public.

14. Should the parties reach agreement allowing Defendant to join the Plaintiff's association prior to the removal of the encroachments, the Court should be informed in writing.

DONE AND ORDERED In Chambers in Lake City, Columbia County, Florida, this

29th day of June, 2007.



Paul S. Bryan, Circuit Judge

Copies to:
Joel F. Foreman, Esq.
Phyllis Skinner

This certifies copies were
furnished on: 6-29-07
By: reply to Joel Foreman
no env. provided

TRANSMISSION VERIFICATION REPORT

TIME : 07/09/2007 09:45

DATE, TIME	07/09 09:44
FAX NO./NAME	97580950
DURATION	00:01:32
PAGE(S)	05
RESULT	OK
MODE	STANDARD ECM



From:
Phyllis Skinner
287 NW Old Mill Drive
Lake City, FL 32055

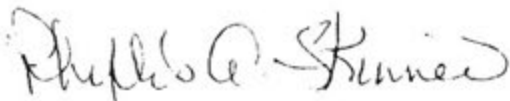
To:
Joel F. Foreman
253 NW Main Blvd.
Post Office Drawer 2349
Lake City, FL 32056-2349

RE: Case No: 07-50-CA

To Ravndal Road Owners' Association:

The purpose of this letter is to respond to the law suit filled against me by the Ravndal Road Owners' Association, INC. I have followed all the legal routes for obtaining the proper permits and authorization from the County for the placement of my driveway. After the Ravndal Road Owners' Association requested that the work on the driveway be stopped the County Manager Dale Williams once again gave approval to continue the work on the driveway. If error has been made it is the responsibility of Columbia County to correct the error and pay any monies that may be do.

It is my understanding that not all members of the Ravndal Road Owners' Association, INC are aware of this law suit and if this be the case they should be notified in the event of a counter suit.


Phyllis A. Skinner

September 29, 2006

M E M O

TO: Residents of Mill Creek Road

FR: George Skinner

RE: Driveway Connection to Mill Road

As you are aware, Phyllis Skinner recently completed a driveway connection to Mill Creek Road. The status of the road, public or private, is in question. Due to the number of calls I have received. I would like to offer explanation.

The traditional limits of Mill Creek Road have been defined by the plat of Country Club Lake Estates. This plat clearly shows the publicly maintained portion north of Phyllis' drive. During the 2004 hurricanes, a second survey was presented by residents of Country Club Lake Estates that showed the limits of public maintenance on Mill Creek Road at a point south of Phyllis' current drive. This survey was witnessed by several people; however, it was not verified and a copy has not yet been found.

In addition to the second survey noted above, the survey which was prepared at plat Hickory Point (a minor subdivision that will create three lots, including the lot on which Phyllis built her home) shows Old Mill Road as a public road. As conflicting information existed, I requested that the residents of Old Mill Road, through their Homeowners Association, quit claim deed to the county that portion of Old Mill Road in dispute. This may not have been a necessary step; however, it would have resolved the issue and done so in the most reasonable amount of time. Unfortunately, I understand that the Homeowners Association has declined to deed that portion of road in dispute.

As a condition of reviewing the plat of Hickory Point, Columbia County must verify that ingress and egress is legal. The status of Old Mill Road and the portion that is publicly maintained must be verified through the County Attorney. That determination has not yet been made.

M E M O
September 29, 2006
Page 2

Phyllis and I are long time residents of the area. We contributed to the paving of Old Mill Road and we contributed more than our share to insure the projects completion. The division of Phyllis' property is to be in three parcels, including her own. The three parcels are at a lower density than county zoning required resulting in fewer lots. The lots are to be restricted. The homes built will be an asset. Nothing built or planned will harm any resident in any manner.

Recently, some individual(s) chose to place cut wood across Phyllis' recently poured drive. This action was not necessary and malicious. It only served to hurt feelings and destroy the concrete by cracking it. Phyllis and I only want to be good neighbors. We regret that the homeowners would not support our efforts by agreeing to quit claiming a portion of Old Mill Road. We will now wait on the decision of the County Attorney. Thank you all for your patience.

October 3, 2006

M E M O

TO: Residents of Mill Creek Road

FR: Dale Williams, County Manager

RE: Driveway Connection to Mill Road

As you are aware, Ms. Phyllis Skinner recently completed a driveway connection to Mill Creek Road. I have received a number of calls concerning this connection; therefore, I believe written explanation is warranted.

As required by County Ordinance, Ms. Skinner applied for and received a driveway connection (culvert) permit. Due to the elevation of the existing ditch, the requirement to install a culvert was waived. Columbia County is not responsible for, nor does it enforce deed restrictions or Homeowner Association regulations.

During the installation of the driveway, a call was received advising that the driveway was connecting to a private road. As notice was provided, the contractor installing the drive was notified that a potential problem existed. The contractor was also advised that the county could not revoke the permit; however, they were proceeding at risk.

As to the issue of whether Old Mill Road at the point of connection is public or private, conflict exists. The limit of public right-of-way has been generally defined by the subdivision plat of Country Club Lake Estates. This defines the public right-of-way at a point north of Ms. Skinner's drive. Two surveys, one in the possession of the county, one not, suggests that the public maintained portion ends south of Ms. Skinner's drive.

Residents of Mill Creek Road
October 3, 2006
Page 2

Due to the conflict, the Homeowners Association was asked if it would Quit Claim the road from the publicly maintained limit established by the Country Club Lake Estates to a point south of Ms. Skinner's driveway. While not knowing if this step was necessary, it would have resolved any conflict. It is my understanding that the Homeowners Association declined to offer a quit claim deed. The County Attorney is now reviewing available information and will advise as to the status of the road.

Please remember that Ms. Skinner has not performed any work that she was not permitted or authorized to do. Should it be necessary to make a change after the County Attorney renders an opinion, Ms. Skinner will be advised.

DW/cnb



October 30, 2007

Ms. Phyllis Skinner
287 NW Old Mill Drive
Lake City, FL 32024

Re: Member: Columbia County
Date of Occurrence: April 1, 2007 (arbitrarily chosen)
Claim No.: FAC2318ML-10-1

Dear Ms. Skinner:

We represent the Florida Association of Counties Trust (FACT) of which Columbia County is a member.

I have conducted an investigation into the allegations set forth in your correspondence to the County dated July 27, 2007, in which you seek approximately \$16,000 in damages.

Our investigation reveals the following:

- You were aware that the portion of Old Mill Drive in front of your residence was, in fact, owned by Ravndal Road Owners' Association, Inc. and considered a private drive.
- The contractor you hired to construct your driveway was different from the one who built your residence.
- At the bottom of Columbia County Building Permit No. 000024403 it clearly states the following: "The Issuance of this Permit Does Not Waive Compliance by Permittee with Deed Restrictions."

Based upon the above, we find no breach of any public duty liability or imputed liability on behalf of our insured. We must respectfully deny your claim and trust you understand our position in this matter.

Sincerely,

FLORIDA ASSOCIATION OF COUNTIES TRUST

By: FACT Risk Services Corporation
(an independently owned and operated company)
Its Service Company

By: Robbin Peeken
Claims Examiner

RP'tmv


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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

November 5, 2007

MEMO

TO: Mr. William Whitley, Attorney
FR: Dale Williams, County Manager 
RE: FACT Denial – Phyllis Skinner Claim

Please find attached a copy of the denial letter from the county's liability carrier, Florida Association of Counties Trust (FACT) regarding the Phyllis Skinner claim. As you may recall, I discussed the issues pertaining to this claim with you prior to it being filed.

I am requesting that you review the findings of FACT and comment as to whether you believe FACT is correct in denying the claim or if you believe the county should seek a settlement with Ms. Skinner in order to receive a Satisfaction against future claims.

DW/cnb

XC: Marlin Feagle, County Attorney
FACT File



October 30, 2007

Ms. Phyllis Skinner
287 NW Old Mill Drive
Lake City, FL 32024

Re: Member: Columbia County
Date of Occurrence: April 1, 2007 (arbitrarily chosen)
Claim No.: FAC2318ML-10-1

Dear Ms. Skinner:

We represent the Florida Association of Counties Trust (FACT) of which Columbia County is a member.

I have conducted an investigation into the allegations set forth in your correspondence to the County dated July 27, 2007, in which you seek approximately \$16,000 in damages.

Our investigation reveals the following:

- You were aware that the portion of Old Mill Drive in front of your residence was, in fact, owned by Ravndal Road Owners' Association, Inc. and considered a private drive.
- The contractor you hired to construct your driveway was different from the one who built your residence.
- At the bottom of Columbia County Building Permit No. 000024403 it clearly states the following: "The Issuance of this Permit Does Not Waive Compliance by Permittee with Deed Restrictions."

Based upon the above, we find no breach of any public duty liability or imputed liability on behalf of our insured. We must respectfully deny your claim and trust you understand our position in this matter.

Sincerely,

FLORIDA ASSOCIATION OF COUNTIES TRUST
By: FACT Risk Services Corporation
(an independently owned and operated company)
Its Service Company

By: Robbin Peeken
Claims Examiner

RP/tmv

cc: Mr. Dale Williams; Columbia County Manager; PO Drawer 1529; Lake City, FL 32056-1529

file
Phyllis Skinner
Claim

November 14, 2007

Mr. Peeken:

After reviewing your letter of denial in the claim for damages I find that your information is false.

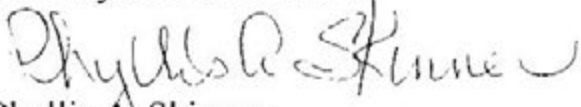
1 - I was not aware of what exact portion of Old Mill Drive was private versus public. I contacted Dale Williams, County Manager for verification. One would assume that the county would know the boundaries of Old Mill Drive since potholes were filled and a drainage pipe put in to prevent flooding on the road. So since that portion is considered private (depending on what survey or map you look at) why would the county take it upon themselves to do this work at tax payers expense if it is a private road.

2- The contractor that constructed my driveway was a subcontractor of the contractor that built my residence. Mr. Donnie Williams (contractor) used Mr. Jordan (subcontractor) to put in the driveway which I paid extra for the drive to be extended to the road.

3 - As for Columbia County Building Permit No. 000024403 stating " The Issuance of this Permit Does Not Waive Compliance by Permittee with Deed Restrictions." Well if a deed restriction does exist how would that be over looked by the County Manager, my contractor, and myself? Did I mention I also spoke to the County Planner Brian Kepner, which could not give me answers about Old Mill Drive.

So Mr. Peeken in summary I would like to know who you spoke with to get this information. I am requesting a copy of your full report with the names of those with whom you spoke with. Since your investigation is complete I will expect a copy as soon as possible. You can fax the report to 386-755-0339.

Thank you in this matter


Phyllis A. Skinner

William E. Whitley, P.A.

Attorney at Law

294 SW CR 18, High Springs, FL 32643

Telephone 386 755-6743

November 13, 2007



Memo

To: Dale Williams, Columbia County Manager

CC: Marlin Feagle, County Attorney

RE: FACT denial - claim of Phyllis Skinner

SUMMARY: It is my opinion that the FACT finding is correct and the Columbia County BOCC has no liability with respect to the claim of Mrs. Phyllis Skinner regarding the placement of her driveway and the County should not seek a settlement of the matter by offering any sort of payment to her to settle the claim.

DISCUSSION: Thank you for your memo of November 5, 2007, requesting that I review the findings of the County's liability carrier, Florida Association of Counties Trust (FACT) regarding the claim of Mrs. Phyllis Skinner. As you will recall, I had earlier consulted with you on the problem of her driveway. I have reviewed the letter of claims examiner Robbin Peeken dated October 30, 2007. My notes from the earlier work, the Land Use Planning office file and discussed the matter with Mr. Kepner.

The facts are as follows. Mrs. Phyllis Skinner owns a lot 3 in Hickory Ridge Subdivision. On April 5, 2006, Donny Williams Construction LLC filed a building permit application with the County Building Department on behalf of Mrs. Skinner. The application sought a building permit for construction of a residence at 287 NW Old Mill Drive. The application included a request for a culvert permit to provide access from Mrs. Skinner's lot onto NW Old Mill Drive. Mrs. Skinner has access to her property from other roads.

The Ravndal Road Owner's Association claims ownership of the road at the point where Mrs. Skinner placed her culvert. In a lawsuit against Mrs. Skinner, the Association prevailed in its claim. Now Mrs. Skinner makes claim against the BOCC for issuing the permit.

The BOCC is a political subdivision of the government of the State of Florida. As such, it enjoys immunity from civil law suit for tort damages under the doctrine of sovereign immunity. This immunity has been given a limited waiver for some types of claims by the provisions of Florida Statute 768.28. Waiver of sovereign immunity in tort actions; recovery limits; limitation on attorney's fees; statute of limitations; exclusions; indemnification; risk management programs. In order to make a viable claim within this waiver of sovereign immunity, the claimant must have a tort action which at common-law there was liability if done by a private individual. That is, a tort claim is not created by the waiver of sovereign immunity statute, there must be an underlying legal cause of action

Memo to Dale William RE Claim of Phyllis Skinner 11/12/07

Page 1

which would be applicable to a private person in place of the governmental agency. In a negligence action, first the claimant must establish a duty of care owed to the claimant. This point is illustrated in the case of Garcia v. Reyes, 697 So. 2d 549 (Fla. 1st DCA 1997). There the court said that there is no common-law duty of care on a private person with respect to enforcing compliance with laws; thus, statute waiving sovereign immunity as to tort claims that could be brought against a private person does not permit a tort claim against governmental entity arising from its enforcement of laws. Garcia, supra, goes on to say:

"[T]he creation of section 768.28, waiving sovereign immunity in certain circumstances, created no new causes of action against a governmental entity which did not previously exist." Huff v. Goldcoast Jet Ski Rentals, Inc., 515 So.2d 1349, 1350 (Fla. 4th DCA 1987)

The Florida Supreme Court has ruled on this issue with respect to building permits. The Court in Trianon Park Condominium Association, Inc., v. City of Hialeah, 468 So. 2d 912 (Fla. 1985) re-stated the certified question as: "Whether a governmental entity may be liable in tort to individual property owners for negligent actions of its building inspectors in enforcing provisions of a building code enacted pursuant to the police powers vested in that governmental entity." The Court answered the question in the negative.

In explaining its ruling the Court divided governmental activities into four categories. The first of which is Legislative, Permitting, Licensing, and Executive Officer Functions. "Clearly, the ... boards ... and executive officers, by their enactments of, or failure to enact, laws and regulations, or by their issuance of, or refusal to issue, licenses, permits, variances or directives are acting pursuant to the basic governmental functions performed by the legislative or executive branches of government. The judicial branch has no authority to interfere with the conduct of those functions unless they violate a constitutional or statutory provision. ... These actions are inherent in the act of governing.

"In considering governmental tort liability under these four categories, we find that there is no governmental tort liability for the action of inaction of governmental officials or employees in carrying out the discretionary governmental functions described in categories I and II because there has never been a common law duty of care with respect to these legislative, executive or police power functions, and the statutory waiver of sovereign immunity did not create a new duty of care." (at page 921).

In addition to the foregoing, a review of the County's Land Development Regulations (LDRs) (Ordinance No. 98-1) yields that the responsibility for the determination of the ownership of the land and thus the legal authority to use the land, rests with the applicant for a building permit. See Section 14.3.1, Application for Building Permit, Information necessary for application.

Section 14.3.5 provides in part; "Statements made by the applicant on the building permit application shall be deemed official statements. Approval of application by the Land Development Regulation Administrator shall in no way exempt the applicant from strict observation of applicable provisions of these land development regulations and all other

applicable regulations, ordinances, codes and laws." Under Florida property law, the duty to determine ownership is on Mrs. Skinner. There is no duty on the Land Development Administrator nor Building Inspector to conduct an independent research of the title to the land in question. That duty rests with the applicant. The failure of the applicant to secure ownership, easement, license or other lawful authority to use the land in question is solely the responsibility of the applicant.

Therefore, I conclude the findings of the FACT claim examiner to be correct. I find no liability in this matter of the claim against the BOCC for money damages for the claimed incorrect issuance of the culvert permit. I do not recommend the County seek to settle the claim by payment of any funds to Mrs. Skinner.

If you have any questions, or would like to discuss this matter further, please let me know.

Page 912
468 So.2d 912
53 USLW 2522, 10 Fla. L. Weekly 210
TRIANON PARK CONDOMINIUM ASSOCIATION, INC., Petitioner,
v.
CITY OF HIALEAH, Respondent.
No. 63115.
Supreme Court of Florida.
April 4, 1985.
Rehearing Denied May 22, 1985.

Page 914

Alan E. Tannenbaum and Alan S. Becker of Becker, Poliakoff and Streitfeld, Fort Lauderdale, for petitioner.

Chesterfield Smith, Julian Clarkson, Marty Steinberg and Andrea Simonton of Holland and Knight, Miami, for respondent.

James R. Wolf, Gen. Counsel, and Harry Morrison, Jr., Asst. Gen. Counsel, Tallahassee, amicus curiae for Florida League of Cities, Inc.

M.A. Galbraith, Jr., City Atty., Boca Raton, amicus curiae for City of Boca Raton.

Robert A. Ginsburg, County Atty., and Thomas Goldstein, Asst. County Atty., Miami, amicus curiae for Dade County.

Jack R. Rice, Jr., Miami, amicus curiae for The Dade County League Of Cities, Inc.

OVERTON, Justice.

This is a petition to review Trianon Park Condominium Association v. City of Hialeah, 423 So.2d 911 (Fla. 3d DCA 1982), in which the district court held the City of Hialeah liable to condominium owners for damage to condominium units caused by severe roof leakage and other building defects on the basis that the city building inspectors were negligent in their inspections during the construction of the condominiums. The district court certified the following question:

Whether under section 768.28, Florida Statutes (1975), as construed in Commercial Carrier Corp. v. Indian River County, 371 So.2d 1010 (Fla.1979), a municipality retains its sovereign immunity from a suit predicated liability solely upon the allegedly negligent inspection of a building, where that municipality played no part in the actual construction of the building.

Id. at 914-15. We have jurisdiction. Art. V, § 3(b)(4), Fla. Const.

We restate the certified question as follows:

Whether a governmental entity may be liable in tort to individual property owners for the negligent actions of its building inspectors in enforcing provisions of a building code enacted pursuant to the police powers vested in that governmental entity.

We answer the restated question in the negative and quash the decision of the district court of appeal.

In summary, we first emphasize that section 768.28, Florida Statutes (1975), which waived sovereign immunity, created no new causes of action, but merely eliminated the immunity which prevented recovery for existing common law torts committed by the government. We hold that there has

Page 915

never been a common law duty to individual citizens for the enforcement of police power functions. Further, we find that no statutory duty for the benefit of individual citizens was created by the city's adoption of the building code, and, therefore, there is no tort liability on the part of the city to the condominium owners for the allegedly negligent exercise of the police power function of enforcing compliance with the building code. To hold a governmental entity liable for carrying out this type of enforcement activity would make the taxpayers of the enforcing governmental entity insurers of all building construction within the jurisdiction of the entity. We conclude that such a result was never intended by either the legislature or the city in enacting the building code provisions. Our decision, as explained below, is consistent with the decisions of the majority of states and the recent decision of the United States Supreme Court in *United States v. S.A. Empresa de Viacao Aerea Rio Grandense (Varig Airlines)*, 467 U.S. 797, 104 S.Ct. 2755, 81 L.Ed.2d 660 (1984).

The record reflects that Trianon Park Condominium Association, consisting of 65 unit-owners, brought suit against the developer for breach of warranty, negligence, and strict liability, and against the City of Hialeah for its negligent performance in inspecting the condominium building and certifying it for occupancy. Trianon asserted that there was improper construction of the roof membrane, flashing, and drainage system on the main roofs, and other flaws in the construction which resulted in leaks and water damage to 49 of the 65 condominium units. The action against the developer was settled and the jury returned a verdict against the city in the amount of \$291,000. The award was reduced by the amount of the settlement with the developer and was limited to the maximum amount provided under section 768.28(5). On appeal, the district court affirmed and held that the enforcement of a building code "is a purely ministerial action which does not rise to the status of basic policy evaluation since the majority of the inspectors' acts involve simple measurement and enforcement of the building code as written

rather than the exercise of discretion and expertise," and that "[o]nce the City undertook to inspect, review and certify construction, it was obligated to do so reasonably and responsibly in accordance with acceptable standards of care." 423 So.2d at 913. The court concluded that "the City's inspection and certification of buildings within its borders is an operational level activity, for which it may be subject to tort liability under section 768.28, Florida Statutes." *Id.*

Trianon, although it prevailed in the district court, petitioned this Court for review of the question certified by the district court of appeal. In support of the district court of appeal decision, Trianon contends that building inspections performed by a governmental entity under an adopted building code are "operational-level" activities. Trianon argues that the operational-planning analysis developed in *Evangelical United Brethren Church v. State*, 67 Wash.2d 246, 407 P.2d 440 (1965), and adopted by this Court in *Commercial Carrier Corp. v. Indian River County*, 371 So.2d 1010 (Fla.1979), is the sole means to determine liability; that we clearly stated in *Commercial Carrier* that the operational-planning test has replaced the special duty/general duty analysis contained in *Modlin v. City of Miami Beach*, 201 So.2d 70 (Fla.1967); and that the second and third elements of the *Evangelical Brethren* test have not been satisfied in this case because building inspections themselves do not change the direction or policy of the building inspection program of the city but are purely ministerial in nature. Trianon acknowledges, however, that law enforcement and fire suppression activities should not subject the city to tort liability. It distinguishes building inspections from those types of activities on the ground that the legislature has imposed broad regulatory requirements on municipalities in the area of building code enforcement under chapter 553, Florida Statutes (1979), and asserts that, unlike law enforcement or fire

suppression, there are mandatory duties to be followed during building inspections.

Trianon argues that we should follow the four states that have determined that government building inspections can be a basis for governmental liability, and that we should adopt the views expressed in *Adams v. State*, 555 P.2d 235 (Alaska 1976); *Wilson v. Nepstad*, 282 N.W.2d 664 (Iowa 1979); *Stewart v. Schmieder*, 386 So.2d 1351 (La. 1980); and *Coffey v. City of Milwaukee*, 74 Wis.2d 526, 247 N.W.2d 132 (1976). In addition, while acknowledging that decisions interpreting the Federal Tort Claims Act may not be applicable because of certain exemptions contained in the Act, Trianon asserts that decisions by the federal courts in *Caban v. United States*, 671 F.2d 1230 (2d Cir.1982); *Neal v. Bergland*, 646 F.2d 1178 (6th Cir.1981); *Delta Air Lines, Inc. v. United States*, 561 F.2d 381 (1st Cir.1977), cert. denied, 434 U.S. 1064, 98 S.Ct. 1238, 55 L.Ed.2d 764 (1978); and *Scott v. Eastern Air Lines, Inc.*, 399 F.2d 14 (3d Cir.1967), cert. denied, 393 U.S. 979, 89 S.Ct. 446, 21 L.Ed.2d 439 (1968), are consistent with a finding of liability for the governmental entity in making such inspections.

In response, the City of Hialeah contends that since there is no analogous cause of action against private parties for the negligent enforcement of building codes, there can be no liability for the city. The city argues that the waiver of sovereign immunity did not create any duty and that no such duty was created by either the statute establishing the building code or the common law. The city reasons that this Court, in *Commercial Carrier*, recognized that an underlying cause of action was required before a governmental entity could be held liable. It distinguishes between governmental liability for damages caused by the operation or maintenance of capital improvements owned and controlled by the government and governmental liability in those circumstances where the government is regulating activities and enforcing compliance with the law through its police power function.

The city and the other governmental entities that have appeared in this action point

out that the majority of federal jurisdictions which have addressed the issue have held that federal regulatory enforcement activities, such as those performed by the Environmental Protection Agency, the United States Food and Drug Administration, and the Federal Aviation Authority, do not give rise to actionable tort duties owed by the United States to individual citizens. See *Sellfors v. United States*, 697 F.2d 1362 (11th Cir.1983), cert. denied, 468 U.S. 1204, 104 S.Ct. 3571, 82 L.Ed.2d 870 (1984); *Raymer v. United States*, 660 F.2d 1136 (6th Cir.1981), cert. denied, 456 U.S. 944, 102 S.Ct. 2009, 72 L.Ed.2d 466 (1982); *Gelley v. Astra Pharmaceutical Products, Inc.*, 610 F.2d 558 (8th Cir.1979); *Zabala Clemente v. United States*, 567 F.2d 1140 (1st Cir.1977), cert. denied, 435 U.S. 1006, 98 S.Ct. 1876, 56 L.Ed.2d 388 (1978); *Baer v. United States*, 511 F.Supp. 94 (N.D. Ohio 1980), aff'd, 703 F.2d 558 (6th Cir.1982); *Carroll v. United States*, 488 F.Supp. 757 (D. Idaho 1980); *Mercer v. United States*, 460 F.Supp. 329 (S.D. Ohio 1978). The governmental entities also direct our attention to the fact that thirteen states have held that no liability may arise from building inspections. *Rich v. City of Mobile*, 410 So.2d 385 (Ala.1982); *Duran v. City of Tucson*, 20 Ariz.App. 22, 509 P.2d 1059 (1973); *Stigler v. City of Chicago*, 48 Ill.2d 20, 268 N.E.2d 26 (1971); *Grogan v. Commonwealth*, 577 S.W.2d 4 (Ky.), cert. denied, 444 U.S. 835, 100 S.Ct. 69, 62 L.Ed.2d 46 (1979); *E. Eyring & Sons Co. v. City of Baltimore*, 253 Md. 380, 252 A.2d 824 (1969); *Dinsky v. Town of Framingham*, 386 Mass. 801, 438 N.E.2d 51 (1982); *Stemen v. Coffman*, 92 Mich.App. 595, 285 N.W.2d 305 (1979); *Hoffert v. Owatonna Inn Towne Motel, Inc.*, 293 Minn. 220, 199 N.W.2d 158 (1972); *Fiduccia v. Summit Hill Construction Co.*, 109 N.J.Super. 249, 262 A.2d 920 (1970); *O'Connor v. City of New York*, 58 N.Y.2d 184, 460 N.Y.S.2d 485, 447 N.E.2d 33 (1983); *Shelton v. Industrial Commission*, 51 Ohio App.2d 125, 367 N.E.2d 51 (1976); *City of Denton v. Weems*, 456 S.W.2d 207 (Tex.Civ.App.1970).

and *Georges v. Tudor*, 16 Wash.App. 407, 556 P.2d 564 (1976). Further, the city asserts that the decisions from the states of New York, Ohio, and Minnesota, which we cited in *Commercial Carrier*, 1 are all consistent with the view that no liability can arise from the enforcement of a building code. In addition, the city cites section 315 of the Restatement of Torts, which expresses the general common law rule that there is no duty to prevent the misconduct of a third person, 2 and section 288 of the Restatement, which relates in its commentary that legislative enactments for the protection of the interests of the community as a whole, rather than for the protection of any individual or class, create no duty or liability. 3 The city claims that Florida law has developed in a way similar to the law of Minnesota, New York, and Ohio, and notes that this Court, in *Rupp v. Bryant*, 417 So.2d 658 (Fla.1982), recently recognized the principle that before liability could be imposed a duty must first exist. Finally, the city argues that law enforcement is not the kind of activity for which the state intended to waive its immunity since it is not the type of activity engaged in by private individuals. We find persuasive the arguments of the city.

It is apparent from the decisions of the district courts of appeal that the courts and the bar are having difficulty interpreting the purpose of section 768.28 and applying the principles set forth in *Commercial Carrier*. A discussion of the evolving history of sovereign immunity, particularly as applied to municipalities, and the intent and purpose of section 768.28 is set forth in *Cauley v. City of Jacksonville*, 403 So.2d 379 (Fla.1981). In order to clarify the law regarding governmental tort liability, it is important to first set forth certain basic principles.

First, for there to be governmental tort liability, there must be either an underlying common law or statutory duty of care with respect to the alleged negligent conduct. For certain basic judgmental or discretionary governmental functions, there has never been an applicable duty of care. *Commercial Carrier*. Further, legislative enactments for the benefit of the general public do not automatically create an

independent duty to either individual citizens or a specific class of citizens. Restatement (Second) of Torts § 288 comment b (1964).

Second, it is important to recognize that the enactment of the statute waiving sovereign immunity did not establish any new duty of care for governmental entities. The statute's sole purpose was to waive that immunity which prevented recovery for breaches of existing common law duties of care. Section 768.28 provides that governmental entities "shall be liable for tort claims in the same manner and to the same extent as a private individual under like circumstances." This effectively means that the identical existing duties for private persons apply to governmental entities.

Page 918

Third, there is not now, nor has there ever been, any common law duty for either a private person or a governmental entity to enforce the law for the benefit of an individual or a specific group of individuals. In addition, there is no common law duty to prevent the misconduct of third persons. See Restatement (Second) of Torts § 315 (1964).

Fourth, under the constitutional doctrine of separation of powers, the judicial branch must not interfere with the discretionary functions of the legislative or executive branches of government absent a violation of constitutional or statutory rights. See *Commercial Carrier*; *Askew v. Schuster*, 331 So.2d 297 (Fla.1976); art. II, § 3, Fla. Const. Judicial intervention through private tort suits into the realm of discretionary decisions relating to basic governmental functions would require the judicial branch to second guess the political and police power decisions of the other branches of government and would violate the separation of powers doctrine.

Fifth, certain discretionary functions of government are inherent in the act of governing and are immune from suit. *Commercial Carrier*. It is "the nature of the conduct, rather than the

status of the actor," that determines whether the function is the type of discretionary function which is, by its nature, immune from tort liability. *Varig Airlines*, 104 S.Ct. at 2765.

In addition to these five basic principles, a review of our decision in *Commercial Carrier* is necessary. It is important to note at the outset that this Court's decision in *Commercial Carrier*, in rejecting the general duty/special duty dichotomy contained in *Modlin v. City of Miami Beach*, did not discuss or consider conduct for which there would have been no underlying common law duty upon which to establish tort liability in the absence of sovereign immunity. Rather, we were dealing with a narrow factual situation in which there was a clear common law duty absent sovereign immunity. We expressly recognized that there were areas of governmental activity where "orthodox tort liability stops and the act of governing begins," 371 So.2d at 1018, citing *Evangelical Brethren*, 67 Wash.2d at 253, 407 P.2d at 444, as well as the "distinct principle of law ... which makes not actionable in tort certain judgmental decisions of governmental authorities which are inherent in the act of governing." 371 So.2d at 1020. We concluded by holding that "certain 'discretionary' governmental functions remain immune from tort liability ... because certain functions of coordinate branches of government may not be subjected to scrutiny by judge or jury as to the wisdom of their performance." *Id.* at 1022. We proceeded to adopt the distinction between the planning and operational levels of decision-making set forth in *Johnson v. State*, 69 Cal.2d 782, 447 P.2d 352, 73 Cal.Rptr. 240 (1968). We also commended, for use on a case-by-case method, the test set forth in *Evangelical Brethren* which utilized the following criteria for determining the line of demarcation between discretionary and other executive or administrative processes, specifically:

(1) Does the challenged act, omission, or decision necessarily involve a basic governmental policy, program, or objective? (2) Is the questioned act, omission, or decision essential to the realization or accomplishment of that policy, program, or objective as opposed to

one which would not change the course or direction of the policy, program, or objective? (3) Does the act, omission, or decision require the exercise of basic policy evaluation, judgment, and expertise on the part of the governmental agency involved? (4) Does the governmental agency involved possess the requisite constitutional, statutory, or lawful authority and duty to do or make the challenged act, omission, or decision?

371 So.2d at 1019, quoting 67 Wash.2d at 255, 407 P.2d at 445. In applying this test to a particular set of circumstances, if all the questions can be answered in the affirmative, then the governmental conduct is discretionary and "nontortious." If one or more questions call for a negative answer, then further inquiry is necessary,

Page 919

depending upon the facts and circumstances involved. 67 Wash.2d at 255, 407 P.2d at 445. Our adoption of the *Evangelical Brethren* test was intended to assist in distinguishing between the discretionary planning or judgment phase, and the operational phase of government. In order to subject the government to tort liability for operational phase activities, there must first be either an underlying common law or statutory duty of care in the absence of sovereign immunity. In addition, although the *Evangelical Brethren* test works properly in instances where a common law or statutory duty exists, it need not be applied in situations where no common law or statutory duty of care exists for a private person because there clearly is no governmental liability under those circumstances.

To better clarify the concept of governmental tort liability, it is appropriate to place governmental functions and activities into the following four categories: (I) legislative, permitting, licensing, and executive officer functions; (II) enforcement of laws and the protection of the public safety; (III) capital improvements and property control operations; and (IV) providing professional, educational,

and general services for the health and welfare of the citizens.

I. Legislative, Permitting, Licensing, and Executive Officer Functions.

Clearly, the legislature, commissions, boards, city councils, and executive officers, by their enactment of, or failure to enact, laws or regulations, or by their issuance of, or refusal to issue, licenses, permits, variances, or directives, are acting pursuant to basic governmental functions performed by the legislative or executive branches of government. The judicial branch has no authority to interfere with the conduct of those functions unless they violate a constitutional or statutory provision. There has never been a common law duty establishing a duty of care with regard to how these various governmental bodies or officials should carry out these functions. These actions are inherent in the act of governing. See *Commercial Carrier*; *City of Tampa v. Islands Four, Inc.*, 364 So.2d 738 (Fla. 2d DCA 1978) (refusal to renew license); *Hensley v. Seminole County*, 268 So.2d 452 (Fla. 4th DCA 1972) (vehicle inspection); *Central Advertising Co. v. City of Novi*, 91 Mich.App. 303, 283 N.W.2d 730 (1979) (enactment of zoning ordinance); *Bidinger v. City of Circleville*, 177 N.E.2d 408 (Ohio App.1961) (enactment of criminal ordinance); *J.S.K. Enterprises, Inc. v. City of Lacey*, 6 Wash.App. 433, 493 P.2d 1015 (1972) (enactment of ordinance).

II. Enforcement of Laws and Protection of the Public Safety.

How a governmental entity, through its officials and employees, exercises its discretionary power to enforce compliance with the laws duly enacted by a governmental body is a matter of governance, for which there never has been a common law duty of care. This discretionary power to enforce compliance with the law, as well as the authority to protect the public safety, is most notably reflected in the discretionary power given to judges, prosecutors, arresting officers, and other law enforcement officials, as well as the

discretionary authority given fire protection agencies to suppress fires. This same discretionary power to enforce compliance with the law is given to regulatory officials such as building inspectors, fire department inspectors, health department inspectors, elevator inspectors, hotel inspectors, environmental inspectors, and marine patrol officers. A "discretionary function exception," within which these types of activities fall, was expressly recognized in the Federal Tort Claims Act 4 and has also

Page 920

been recognized as inherent in the act of governing by this Court and a majority of the other jurisdictions that have addressed this issue. See, e.g., *Commercial Carrier*; *Morris v. County of Marin*, 18 Cal.3d 901, 559 P.2d 606, 136 Cal.Rptr. 251 (1977); *Cairl v. State*, 323 N.W.2d 20 (Minn.1982); *Swartz v. Masloff*, 62 Pa.Comm. 522, 437 A.2d 472 (1981); *Maynard v. City of Madison*, 101 Wis.2d 273, 304 N.W.2d 163 (1981). See also Note, *The Discretionary Exception and Municipal Tort Liability: A Reappraisal*, 52 Minn.L.Rev. 1047 (1968); Comment, *The Discretionary Function Exception to Government Tort Liability*, 61 Marq.L.Rev. 163 (1977). The necessity for this discretionary function exception was recently discussed by the United States Supreme Court in *Varig Airlines*, 104 S.Ct. at 2762-65. There have been a number of recent cases dealing with police power discretionary function activities for which no liability was found. See *Rodriguez v. City of Cape Coral*, 468 So.2d 963 (Fla.1985) (decision to take person into protective custody); *City of Daytona Beach v. Huhn*, 468 So.2d 963 (Fla.1985) (decision to make arrest); *City of Daytona Beach v. Palmer*, 469 So.2d 121 (Fla.1985) (decisions of fire-fighters in combatting fire); *Carter v. City of Stuart*, 468 So.2d 955 (Fla.1985) (enforcement of dogcatcher ordinance); *Reddish v. Smith*, 468 So.2d 927 (Fla.1985) (prisoner classification); *Duvall v. City of Cape Coral*, 468 So.2d 961 (Fla.1985) (enforcement of drunk driving

statute); *Everton v. Willard*, 468 So.2d 936 (Fla.1985) (decision to make arrest); *Wong v. City of Miami*, 237 So.2d 132 (Fla.1970) (provision of police protection); *Jones v. City of Longwood*, 404 So.2d 1083 (Fla. 5th DCA 1981), review denied, 412 So.2d 467 (Fla.1982) (building inspection and condemnation); *Berry v. State*, 400 So.2d 80 (Fla. 4th DCA), review denied, 411 So.2d 380 (Fla.1981) (acts of judges, state attorneys, and parole and probation commission); *Ellmer v. City of St. Petersburg*, 378 So.2d 825 (Fla. 2d DCA 1979) (failure to provide adequate police protection); *Weston v. State*, 373 So.2d 701 (Fla. 1st DCA 1979) (state attorney action); and *Shoner v. Concord Florida, Inc.*, 307 So.2d 505 (Fla. 3d DCA), cert. denied, 317 So.2d 767 (Fla.1975) (enforcement of city ordinance).

The lack of a common law duty for exercising a discretionary police power function must, however, be distinguished from existing common law duties of care applicable to the same officials or employees in the operation of motor vehicles or the handling of firearms during the course of their employment to enforce compliance with the law. In these latter circumstances there always has been a common law duty of care and the waiver of sovereign immunity now allows actions against all governmental entities for violations of those duties of care. See, e.g., *Crawford v. Department of Military Affairs*, 412 So.2d 449 (Fla. 5th DCA), review denied, 419 So.2d 1196 (Fla.1982) (negligent operation of vehicle).

III. Capital Improvement and Property Control Functions.

As this Court has made clear in prior cases, there is no liability for the failure of a governmental entity to build, expand, or modernize capital improvements such as buildings and roads. See *Perez v. Department of Transportation*, 435 So.2d 830 (Fla.1983); *City of St. Petersburg v. Collom*, 419 So.2d 1082 (Fla.1982); *Ingham v. Department of Transportation*, 419 So.2d 1081 (Fla.1982); *Department of Transportation v. Neilson*, 419 So.2d 1071 (Fla.1982). A governmental entity's

decision not to build or modernize a particular improvement is a discretionary judgmental function with which we have held the courts cannot interfere. See *Neilson* (decision to upgrade roadway). See also *Rumbough v. City of Tampa*, 403 So.2d 1139 (Fla. 2d DCA 1981) (operation of sanitary landfill); *Romine v. Metropolitan Dade County*, 401 So.2d 882 (Fla. 3d DCA 1981), review denied, 412 So.2d 469 (Fla.1982) (traffic control decisions). On the other

Page 921

hand, once a governmental entity builds or takes control of property or an improvement, it has the same common law duty as a private person to properly maintain and operate the property. See *Commercial Carrier* (maintenance of traffic control devices); *Department of Transportation v. Webb*, 438 So.2d 780 (Fla.1983) (maintenance of railroad crossing); *Hodges v. City of Winter Park*, 433 So.2d 1257 (Fla. 5th DCA 1983), review denied, 444 So.2d 416 (Fla.1984) (maintenance of road); *Town of Belleair v. Taylor*, 425 So.2d 669 (Fla. 2d DCA 1983) (maintenance of foliage on median); *City of Tallahassee v. Elliott*, 326 So.2d 256 (Fla. 1st DCA 1975), cert. denied, 344 So.2d 324 (Fla.1977) (maintenance of drainage system).

IV. Providing Professional, Educational, and General Services.

Providing professional, educational, and general services for the health and welfare of citizens is distinguishable from the discretionary power to enforce compliance with laws passed under the police power of this state. These service activities, such as medical and educational services, are performed by private persons as well as governmental entities, and common law duties of care clearly exist. Whether there are sufficient doctors provided to a state medical facility may be a discretionary judgmental decision for which the governmental entity would not be subject to tort liability. Malpractice in the rendering of specific medical services, however, would clearly breach existing

common law duties and would render the governmental entity liable in tort. A discussion of immunity for the government and its employees is contained in our recent decision in *Rupp v. Bryant*, 417 So.2d 658 (Fla.1982) (supervision of public school students held not to be a discretionary function).

In considering governmental tort liability under these four categories, we find that there is no governmental tort liability for the action or inaction of governmental officials or employees in carrying out the discretionary governmental functions described in categories I and II because there has never been a common law duty of care with respect to these legislative, executive, and police power functions, and the statutory waiver of sovereign immunity did not create a new duty of care. On the other hand, there may be substantial governmental liability under categories III and IV. This result follows because there is a common law duty of care regarding how property is maintained and operated and how professional and general services are performed. It is in these latter two categories that the Evangelical Brethren test is most appropriately utilized to determine what conduct constitutes a discretionary planning or judgmental function and what conduct is operational for which the governmental entity may be liable. Prior to the enactment of section 768.28, sovereign immunity for all governmental entities, including the state and all of its agencies and subdivisions, remained in full force except for the proprietary and special duty exceptions carved out by this Court. Section 768.28 waived governmental immunity for most government activities where there had been an underlying common law duty of care. The waiver was intended to be broad in its coverage, but clearly was not intended to create causes of action for activities that are inherently governmental in nature.

The Instant Case:

In the instant case, *Trianon* attempts to establish liability based upon an alleged general duty to enforce the building code. It contends that the legislature, by enacting chapter 553,

established a statutory duty on the part of governmental entities to inspect construction projects for the protection of individual citizens as well as the general public. *Trianon* asserts that this duty to inspect was intended by the legislature to benefit and protect individual property owners. Further, *Trianon* emphatically contends that the issue presented involves the right of the public to the enforcement of minimum standards affecting health and safety and the general protection of human life and property. The time has come, argues *Trianon*, for the judicial branch to make sure the public

Page 922

receives the minimum protection that the legislature has mandated it receive from governmental entities. *Trianon* asserts that this protection will be realized only when the counties and municipalities are held financially accountable for the negligent enforcement of building codes. We reject the contention that there was any such legislative intent to establish this individual right for property owners and the assertion that the judiciary should interfere with how another branch of government chooses to enforce the law.

Nothing contained in chapter 553 evinces an intent to give individual citizens a statutory right of recovery for the government's negligent inspection of their property. The act itself states that its purpose and intent is to "allow reasonable protection for public safety, health, and general welfare for all the people of Florida at the most reasonable cost to the consumer." Section 553.72, Fla.Stat. (1983) (emphasis added). This law is no different than other acts of the legislature which seek to protect by regulation the welfare of society. To give effect to *Trianon's* position would make the taxpayers of each governmental entity liable to individual property owners for the failure of governmental inspectors to use due care in enforcing the construction requirements of the building code. It would make the governmental entity and its taxpayers insurers for all building construction

defects. If we approved this principle for building inspections, we would also necessarily have to find governmental entities and their taxpayers fiscally responsible for the failure to use due care in carrying out their power to enforce compliance with laws regarding fire department inspections, elevator inspections, hotel and restaurant inspections, water and sewer plant inspections, swimming pool inspections, and multiple other governmental inspection programs designed to protect the public. We choose instead to join the majority of jurisdictions in rejecting governmental liability in these types of situations.

We find that the enactment of a statute giving a governmental entity the power to enforce compliance with the law does not, in and of itself, give individuals a new right of action that previously never existed. There is no question that the legislature has the power to create such a cause of action, but we find no such intent in the particular act which provided for the establishment of building codes in this state. We find no indication that chapter 553 was intended as a means to guarantee the quality of buildings for individual property owners or developers. We find that the enforcement of building codes and ordinances is for the purpose of protecting the health and safety of the public, not the personal or property interests of individual citizens. The discretionary power to enforce compliance with the building code flows from the police power of the state. In that regard, this power is no different from the discretionary power exercised by the police officer on the street in enforcing a criminal statute, the discretionary power exercised by a prosecutor in deciding whether to prosecute, or the discretionary power exercised by a judge in making the determination as to whether to incarcerate a defendant or place him on probation. Statutes and regulations enacted under the police power to protect the public and enhance the public safety do not create duties owed by the government to citizens as *individuals without the specific legislative intent to do so*. The enforcement of statutes or regulations is clearly distinguishable from the legal responsibilities owed by the government as

the owner and operator of buildings, roadways, or other facilities under its control and its responsibilities in providing general or professional services. As previously mentioned, in the latter instances the government has the same duty as that imposed upon private citizens.

Governments must be able to enact and enforce laws without creating new duties of care and corresponding tort liabilities that would, in effect, make the governments and their taxpayers virtual insurers of the activities regulated. To hold otherwise would result in a substantial fiscal impact on governmental entities which was never intended by the legislature. Such a

Page 923

holding would inevitably restrict the development of new programs, projects, and policies and would decrease governmental regulation intended to protect the public and enhance the public welfare. Further, such a holding would represent an unconstitutional intrusion by the judiciary into the discretionary judgmental functions of both the legislative and executive branches of government.

The government clearly has no responsibility to protect personal property interests or ensure the quality of buildings that individuals erect or purchase. The proper remedy for faulty construction lies in an action against the contractor, developer, or seller.

We caution trial and appellate courts who apply this decision that our holding does not have the broad ramifications characterized by the dissents, nor does it recede from Commercial Carrier. This decision addresses only the narrow issue of exercising basic discretionary judgment in the enforcement of the police power, public safety functions by a state, county, or municipal governmental entity.

For the reasons expressed, the certified question, as restated, is answered in the negative and the decision of the district court is quashed.

It is so ordered.

BOYD, C.J., and ALDERMAN and McDONALD, JJ., concur.

McDONALD, J., concurs with an opinion.

EHRlich, J., dissents with an opinion, in which ADKINS, J., concurs.

SHAW, J., dissents with an opinion, in which ADKINS, J., concurs.

McDONALD, Justice, concurring.

To rule differently from what we do in this case would expect too much from government; it would likely lead to government's cessation of building inspections. Government should not have to pay for the wrongs caused by others because they fail to discover or prevent them through its failure to enforce statutes, ordinances, rules or regulations. I don't think the legislature either intended or envisioned governmental liability in such circumstances when it enacted the waiver of sovereign immunity statute. It is quite another thing when the government's activity directly causes an injury. Liability may attach in such circumstances and I would have no hesitancy in saying so.

EHRlich, Justice, dissenting.

I dissent.

The majority today has further eroded the legislature's unequivocal waiver of sovereign immunity and further reduced the rights of citizens of this state to be recompensed for injury caused by negligent performance of statutorily mandated duties.

Before this Court's decision in *Hargrove v. Town of Cocoa Beach*, 96 So.2d 130 (Fla.1957), municipalities could not be sued for damages arising out of the negligent performance of governmental acts, but were liable just as ordinary citizens for the negligent acts of their employees arising out of their proprietary functions, such as the provision of municipal

utilities. In *Hargrove*, this Court for the first time recognized the anachronism of sovereign immunity, particularly as applied to municipalities, and held that a municipality was liable for the negligence of its employees in its police department on the theory of respondeat superior. In *Modlin v. City of Miami Beach*, this Court, in effect, receded from the broad, sweeping changes ushered in by *Hargrove* and held that a municipal employee, and hence the municipality, was not liable in damages to someone who was injured as a result of his negligent conduct unless there was a one-on-one relationship between the municipal employee and the injured party, i.e. where a municipality "undertook the manual operation of a railroad crossing signal toward a motorist attempting to negotiate that crossing," *id.* at 76, or "plac[ed] on police officers a duty not to deprive those with whom they come in contact of their constitutional rights of privacy, integrity of person, and so forth." *Id.* The law was thus clear that where there

Page 924

was that one-on-one relationship that both the negligent municipal employee and the municipality were jointly and severally liable to the injured person.

The law remained thus until the legislature enacted section 768.28 in 1973, purporting to waive sovereign immunity of all governmental bodies except under stated circumstances, but at the same time immunizing the negligent employee from all liability. In *Commercial Carrier*, this Court construed that statute for the first time. In that case the governmental unit was claimed to be negligent in the maintenance of the traffic light at an intersection and negligent in failing to maintain a stop sign at an intersection and negligent in failing to paint the word "stop" at an intersection. The trial courts and the district court of appeal held that no causes of action were stated. According to this Court, the rationale for the district court of appeal's holding was "that no cause of action

existed for the alleged wrong and, therefore, section 768.28 had no applicability because it was not intended to create a cause of action where none existed in common law prior to its enactment." 371 So.2d at 1014 (emphasis supplied). In quashing the opinion of the district courts, this Court said, "Consequently, we concluded that Modlin and its ancestry and progeny have no continuing vitality subsequent to the effective date of 768.28." *Id.* at 1016. In *Commercial Carrier*, the respondent argued "that since private individuals do not perform government functions, there is no waiver where any governmental function is involved." *Id.* This argument was summarily rejected by this Court. This aspect of the Court's holding was perhaps best highlighted by the dissenting opinion of Justice Overton when he said, "Common sense dictates that the maintenance of thousands of miles of public roadways is not the kind of activity which private individuals engage in, but is uniquely governmental in nature." 2 *Id.* at 1023. The Court did however read into 768.28 the concept that "certain 'discretionary' governmental functions remain immune from tort liability. This is so because certain functions of coordinate branches of government may not be subjected to scrutiny by judge or jury as to the wisdom of their performance." *Id.* at 1022. Thus the distinction between "planning" and "operational" levels of decision-making by governmental agencies was adopted; planning-level decisions were immune and operational decisions were not immune.

Today the majority embraces the very analysis explicitly quashed in *Commercial Carrier*. The majority focuses on whether, at common law, a duty existed running from a governmental agency to a member of the public. In so doing the majority begs the question and reinstates the old governmental-proprietorial distinction the legislature clearly intended to abolish in waiving sovereign immunity.

At common law, the sovereign was immune from suit, thus the question of whether or not duty existed was moot, and never litigated. The waiver of sovereign immunity rang in a new era in which that issue is of utmost importance. To

answer the question by reference to pre-waiver common law in effect repeals the statute and usurps legislative function.

Page 925

It is well settled at common law that a statute creates a duty running from one whose behavior is the subject of the statute to an individual if that individual is in the class designed to be protected by the statute and the injury suffered is the harm the statute is intended to prevent. All private citizens are liable for breaches of statutorily imposed duties. A governmental agency, through its employees, then, should be liable for breaches of statutorily imposed duties under precisely the same analysis.

The majority recognizes that to subject the government to tort liability for operational phase negligence, there must be either an underlying common law or a statutory duty of care in the absence of sovereign immunity. The statute in the case at hand clearly mandated that no building permit be issued and that no certificate of occupancy be issued unless the statutory code was complied with. This is the statutory duty, the breach of which gives rise to the cause of action being asserted against the governmental entity.

The city adopted a building code. Whether it should adopt a building code, and if so what the code should contain, is a planning-level decision and the city has immunity in this area. The code prohibits the construction of a building until and unless a building permit is obtained, and in order to get one, the builder has to establish that the building plans conform to the code. The city employee who makes this determination of compliance or its absence is not making policy. That has already been done with the adoption of the code. This is a classic operational-level decision--to determine whether the plans comply with the code. If so, the permit must be issued. If not, a permit must not be issued. No discretion is vested in the employee. The code also requires on-site inspections to be

performed to insure the building is being constructed in accordance with the plans. Here again the city inspector is not making policy. He is simply performing a ministerial task, another classic operational-level decision. If the construction is in accordance with the plans, a certificate of occupancy has to be issued. To issue one when construction is not in accordance with the plans is a violation of the code. The inspector's duty is prescribed by law. He has no discretion to breach that duty.

The majority says that to hold a governmental entity liable for making certain that the building code is carried out makes the governmental entity insurers of all building construction within the jurisdiction of the entity. Nothing could be further from the truth. An insurer is a guarantor and is liable without fault. Here the injured party must still prove negligence and proximate cause.

The statute is relatively simple. If a private person would be liable to the injured party in accordance with the general laws of the state, then the governmental entity is liable. If an architect is negligent in his supervision of construction of a building and such negligence is the proximate cause of another's injury or damage, he is clearly liable, whether there be privity or not. If the manufacturer of a building elevator is negligent in its inspection of the elevator and someone is injured or damaged thereby, he is clearly liable. In my opinion, the legislature intended to impose liability on a government entity for comparable negligent conduct by an inspector employed by a governmental entity.

It cannot be argued that the purchasers of these substandard condominium units were not within the class sought to be protected. While certification of housing as complying with a minimum building code does redound to the general good, its particular effect is to ensure that those who inhabit such housing are protected from the irresponsibility and carelessness of builder/entrepreneurs whose goal to maximize profits would, as here, minimize habitability. The harm, defective housing which

threatens the health and welfare of its occupants, is as obviously that which the statute was designed to prevent.

The majority says "Finally, the city argues that law enforcement is not the kind of activity for which the state intended to waive its immunity since it is not the type

Page 926

of activity engaged in by private individuals. We find persuasive the arguments of the city." This is precisely the argument urged in *Commercial Carrier* and finally rejected by this Court. As I see it, the majority is clearly receding from *Commercial Carrier* and adopting the *Modlin* doctrine and the old governmental/proprietary test. Only those actions which are commonly performed by private individuals will henceforth give rise to suits against the state. I believe we open ourselves to charges of judicial legislation when, six years after construing a statute based on legislative intent, this Court reverses its reading of that statute in spite of the fact that the legislature has given no indication that the original construction was erroneous.

I would answer the certified question in the affirmative and approve the decision of the district court.

ADKINS, J., concurs.

SHAW, Justice, dissenting.

The district court was correct in holding that building inspections are operational level activities under *Commercial Carrier Corp. v. Indian River County*, 371 So.2d 1010 (Fla.1979). If we were to answer the certified question as it was presented, *Commercial Carrier* would dictate a negative answer. The majority opinion recasts the question into one involving traditional tort principles which I paraphrase as, "Does a government entity have a duty to individual property owners under traditional tort law to enforce building code ordinances?" The majority then answers its own

question by holding that the county is sovereignly immune because there is no duty. However, just as a waiver of sovereign immunity does not create a duty, an absence of duty does not create sovereign immunity.

The majority opinion commingles the separate issues of sovereign immunity and duty under traditional tort law. If a government entity is sovereignly immune from suit because of the separation of powers doctrine, there is no jurisdiction over the person (party) and the courts may not hear or address the merits of the case. Thus, any discussion of duty can only mean one of two things: the city is not sovereignly immune from suit and the courts have jurisdiction to decide the case on the merits using traditional tort principles; or, the city is immune and the court's analysis of the merits is dicta. I maintain, of course, that it is the former: government entities are not sovereignly immune from suit on discretionary, planning or police power activities. They may or may not be liable on the merits, but they are not immune.

The majority rejects the argument that the city's general duty to inspect under the building code created a special or actionable duty to individual citizens who suffer injury from the city's negligence in performing building inspections. Careful readers will recognize, absent the labeling, the substance of the Modlin doctrine I which we condemned in Commercial Carrier. Whatever label may be placed on it, the doctrine is routinely used in both private and governmental tort law because duty is a fundamental element in proving actionable negligence.

In Modlin, the complaint against the city alleged negligent performance of an inspection of construction in progress with the resulting failure to discover the defect that eventually caused the collapse of a mezzanine which killed plaintiff/petitioner's wife. In the first part of our opinion we analyzed the issue of sovereign immunity. The actual analysis is now irrelevant because it was based on a theory of municipal sovereign immunity which has been superseded by the enactment of section 768.28, Florida

Statutes (1973), abolishing the distinctions between municipal and state sovereign immunity. See Commercial Carrier, 371 So.2d at 1016. Nevertheless, our conclusion is pertinent: "it follows that if the respondent city is to escape liability, it will have to be other than by the path of municipal

Page 927

tort immunity." Modlin, 201 So.2d at 74. In other words, there was no sovereign immunity from suit but it still had to be determined whether there was liability under traditional tort principles.

It is a well recognized principle of tort law that a fundamental element of actionable negligence is the existence of a duty owed by the person charged with negligence to the person injured. However, there is also a doctrine of respectable lineage and compelling logic that holds that this duty must be something more than the duty that a public officer owes to the public generally.

Id. at 75 (citations omitted). The second quoted sentence is the Modlin doctrine which can be restated as, "A general duty to all does not, without more, establish a special (actionable) duty to a particular person." Governments have a general duty to all to preserve the peace by enforcing the law and regulating anti-social behavior. If violation of this general duty constituted actionable negligence, the government would be potentially liable in every tort suit between private individuals. The situation would be the same as that which existed in early English law before the courts began to differentiate between absolute standards of conduct owed to the world at large and legally recognizable standards owed to particular persons. See generally, Prosser and Keeton, The Law of Torts § 53 (5th ed. 1984). 2 Violation of the general duty to do unto others as you would have them do unto you, without more, is not actionable negligence in a secular court of law. Thus, private tort law and the Modlin doctrine are congruent.

In *Commercial Carrier*, we addressed the general duty—special duty dichotomy of the Modlin doctrine. We stated the doctrine as, "no cause of action exists for ... the state or its political subdivisions where the duty breached is said to be owed to the public at large but not to any particular person." *Commercial Carrier*, 371 So.2d at 1015. This statement highlights the first prong of the doctrine that a general duty does not create a special duty but obscures the equally important prong that the presence of a general duty does not preclude the presence of a special duty. Plaintiffs must be given the opportunity to present the "more" which may establish a special duty. 3 We concluded:

Regardless, it is clear that the Modlin doctrine is a function of municipal sovereign immunity and not a traditional negligence concept which has meaning apart from the governmental setting. Accordingly, its efficacy is dependent on the continuing vitality of the doctrine of sovereign immunity. If this be so, does the Modlin doctrine survive notwithstanding the enactment of section 768.28? We think not.

Id. It is clear to me that the Modlin doctrine did survive the waiver of sovereign immunity. The doctrine is grounded on the traditional tort principle of duty, not sovereign immunity, as the Modlin court itself recognized. The legislature, in section 768.28, waived sovereign immunity, not the traditional principle that duty is an essential element of actionable negligence. Section 768.28 not only did not abolish the doctrine, it affirmatively adopted the substance of the doctrine by providing that the government would be liable only "if a private person, would be liable to the claimant, in accordance with the general laws of this state[.]" Section 768.28(1).

Turning to the case at hand, I agree with that portion of Justice Ehrlich's dissent

Page 928

wherein he concludes that the government's assumption of the responsibility to inspect and certify buildings in accordance with the building

code created a duty toward the purchasers of the certified buildings. 4 To my mind, this is the type of special duty which the Modlin doctrine recognizes as actionable.

I more fully discuss my disagreement with the Court's approach to sovereign immunity issues in my dissents in *Everton v. Willard*, 468 So.2d 936 (Fla.1985), *Carter v. City of Stuart*, 468 So.2d 955 (Fla.1985), *Reddish v. Smith*, 468 So.2d 929 (Fla.1985), and *Duvall v. City of Cape Coral*, 468 So.2d 961 (Fla.1985). I add only that the four new categories of government functions and activities which the majority creates here can only add confusion to an already confused area of the law. The four categories are: (I) legislative, permitting, licensing, and executive officer functions; (II) enforcement of laws and the protection of the public safety; (III) capital improvements and property control operations; and (IV) providing professional, educational, and general services for the health and welfare of the citizens. The majority concludes there is no common law duty of care with respect to categories I and II and the statutory waiver of sovereign immunity did not create a new duty of care but that there is a common law duty of care with respect to categories III and IV. See majority op. at 919 - 921. If the state cannot be liable in the first two categories because of an absence of common law duty, but may be liable in the last two categories because of the presence of a common law duty, then it logically follows that there is no sovereign immunity for any of the four categories. Duty or lack of duty appears to be the distinguishing feature. This raises the question of whether *Commercial Carrier* and its progeny survive. Are the first two categories exclusively discretionary and planning level activities and the last two categories exclusively nondiscretionary and operational level activities? Obviously not. Is *Commercial Carrier* grounded on the separation of powers doctrine and sovereign immunity or has the majority abandoned it and transferred the question to one of traditional tort law duty? So far as I can tell, the categories are simply added on to the *Evangelical Brethren*, 5 discretionary, operational, planning, and police power tests. I

note that all four categories are exercises of the police power, that all four are discretionary, that all four might be either operational or planning, and that the separation of powers doctrine is used as the test in all four for determining whether there exists a common law duty on the part of government to its tort victims. We have truly created a formidable mountain of tests and case law under which the government is sovereignly immune and/or nonliable in all but the rarest of cases. Despite the constitutional and statutory provisions which unequivocally waive sovereign immunity, the majority insists this is not so. I respectfully dissent.

ADKINS, J., concurs.

1 Weiss v. Fote, 7 N.Y.2d 579, 200 N.Y.S.2d 409, 167 N.E.2d 63 (1960); Harris v. State, 48 Ohio Misc. 27, 358 N.E.2d 639 (1976); Silver v. City of Minneapolis, 284 Minn. 266, 170 N.W.2d 206 (1969).

2 The section reads as follows:

§ 315. General Principle

There is no duty so to control the conduct of a third person as to prevent him from causing physical harm to another unless (a) a special relation exists between the actor and the third person which imposes a duty upon the actor to control the third person's conduct, or (b) a special relation exists between the actor and the other which gives to the other a right to protection.

Restatement (Second) of Torts § 315 (1964).

3 The comment on clause (a) of section 288 reads as follows:

b. Many legislative enactments and regulations are intended only for the protection of the interests of the community as such, or of the public at large, rather than for the protection of any individual or class of persons. Such provisions create an obligation only to the state, or to some subdivision of the state, such as a

municipal corporation. The standard of conduct required by such legislation or regulation will therefore not be adopted by the court as the standard of a reasonable man in a negligence action brought by the individual.

Restatement (Second) of Torts § 288 comment b (1964).

4 The exceptions from tort liability under the Federal Tort Claims Act are listed in 28 U.S.C. § 2680 (1982). Subsection (a) provides:

Any claim based upon an act or omission of an employee of the Government, exercising due care, in the execution of a statute or regulation, whether or not such statute or regulation be valid, or based upon the exercise or performance or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Government, whether or not the discretion involved be abused.

1 I query whether, having now cloaked the governmental entity with sovereign immunity, the Court has not now called into question the constitutionality of section 768.28(9) which prevents suits against officers, employees or agents of the state. Such suits were available, at common law. See, e.g., F. Mechem, A Treatise on The Law of Public Offices and Officers, Chapter VI--Of the Liability of Ministerial Officers to Private Action --(1890). The combined effect of the statute and today's holding may well be a violation of article I, section 21, Florida Constitution.

2 The majority mischaracterizes Commercial Carrier when it says that the Court was "dealing with a narrow factual situation in which there was a clear common law duty absent sovereign immunity." Significantly, the majority fails to cite a single case which holds that there was a common law duty on a government entity to put up and maintain traffic control devices. There are none because there could be no suits because of sovereign immunity.

1 Modlin v. City of Miami Beach, 201 So.2d 70 (Fla.1967).

2 Prosser describes the effect of the absolute standard of conduct thusly, "[t]he defendant's obligation to behave properly apparently was owed to all the world, and he was liable to any person whom he might injure by his misconduct." Prosser at 357.

3 See cases cited in Modlin for the proposition that the presence of a general duty does not preclude a finding of liability based on a concurrent special duty. *First National Bank of Key West v. Filer*, 107 Fla. 526, 145 So. 204 (1933); *Thompson v. City of Jacksonville*, 130 So.2d 105 (Fla. 1st DCA 1961); *Hewitt v. Venable*, 109 So.2d 185 (Fla. 3d DCA 1959); et al. See also *Irwin v. Town of Ware*, 392 Mass. 745, 467 N.E.2d 1292 (1984), for a cogent examination of the substance of the doctrine as applied in Massachusetts.

4 I differ from him in two basic respects. First, I am persuaded that the legislative waiver of sovereign immunity is comprehensive: neither operational nor planning functions are immune from suit. Government entities are subject to suit on planning level functions just as private persons are. The separation of powers doctrine can only bar suit on nonjusticiable political questions. To hold otherwise is to frustrate the constitutional and statutory provisions waiving sovereign immunity. Second, the operational/planning test is a failed instrument as demonstrated by the progeny of *Commercial Carrier*. The simple truth is that planning alone will very rarely if ever injure anyone and for that reason is extremely unlikely to become the subject of a tort suit. However, when the planning becomes operational, it is properly the subject of a suit if the elements of a tort can be proven. The attempts to distinguish between planning and operational functions is an elaborate but irrelevant artifact when the legislature has completely waived sovereign immunity. If a governmental entity "plans" a tort and carries it out, thus injuring someone, the entity should be subject to suit just as a private person would be under the same circumstances.

5 *Evangelical United Brethren Church v. State*, 67 Wash.2d 246, 407 P.2d 440 (1965).

Page 549
697 So.2d 549
22 Fla. L. Weekly D1696
Juan Luis GARCIA, Sr., Appellant,
v.
Cristobal REYES and The City of Fort Lauderdale, Appellees.
No. 96-2924.
District Court of Appeal of Florida,
Fourth District.
July 9, 1997.
Certification of Questions
Denied Aug. 19, 1997.

Steven Wisotsky, Miami, for appellant.

Raoul G. Cantero, III and Jonathan D. Colan of Adorno & Zeder, P.A., Miami, for appellees.

PER CURIAM.

Juan Luis Garcia, Sr. (Garcia) appeals from the dismissal with prejudice of his third amended complaint in which he sought a declaratory judgment and damages for thirty months of wrongful imprisonment resulting from police misconduct. We affirm, finding

Page 550

that there is no cause of action for money damages against the state, its agencies or employees acting in their official capacities for police misconduct arising directly under the due process clause, article I section 9, of the Florida Constitution. We further find that if any such action existed, a lawsuit against the City of Fort Lauderdale and its police officer, Cristobal Reyes, would be barred by sovereign immunity. See generally § 768.28, Fla. Stat. (1995).

In his third amended complaint, Garcia does not allege violations of 42 U.S.C. § 1983, nor does he assert any causes of action for traditional common law torts such as false arrest. Instead, Garcia claims that our holding in *Garcia v. State*, 582 So.2d 88 (Fla. 4th DCA 1991), where this court reversed his conviction for

attempted armed trafficking and conspiracy on due process grounds, carries with it presumptive liability for civil damages. Our holding in *Garcia* was based on our finding in *Londono v. State*, 565 So.2d 1365 (Fla. 4th DCA 1990), that Garcia's co-defendant was "objectively" entrapped as a matter of law in a reverse-sting operation by the police.

Garcia argues that police misconduct violated his state due process rights constituting a wrongful act within the meaning of section 768.28. However, our supreme court has announced that "§ 768.28, when viewed alone, was intended to render the state and its agencies liable for damages for traditional torts under state law, but to exclude such liability for 'constitutional torts.'" *Hill v. Department of Corrections*, 513 So.2d 129, 133 (Fla.1987) (citation omitted) (emphasis supplied). The United States Supreme Court later overruled Hill's prohibition against bringing federal civil rights actions arising under § 1983 in Florida courts. See *Howlett v. Rose*, 496 U.S. 356, 110 S.Ct. 2430, 110 L.Ed.2d 332 (1990). It did not, however, disturb Hill's broader statement that the waiver of sovereign immunity pursuant to section 768.28 extended to traditional torts but not to "constitutional torts."

"[T]he creation of section 768.28, waiving sovereign immunity in certain circumstances, created no new causes of action against a governmental entity which did not previously exist." *Huff v. Goldcoast Jet Ski Rentals, Inc.*, 515 So.2d 1349, 1350 (Fla. 4th DCA 1987)

(citation omitted); see also *Trianon Park Condominium Ass'n v. City of Hialeah*, 468 So.2d 912 (Fla.1985). As our supreme court explained in *Trianon*:

[I]t is important to recognize that the enactment of the statute waiving sovereign immunity did not establish any new duty of care for governmental entities. The statute's sole purpose was to waive that immunity which prevented recovery for breaches of existing common law duties of care. Section 768.28 provides that governmental entities "shall be liable for tort claims in the same manner and to the same extent as a private individual under like circumstances." This effectively means that the identical existing duties for private persons apply to governmental entities.

468 So.2d at 917-18.

To allow Garcia to bring a cause of action based on a violation of our state's constitution, where no concomitant duty arises for private citizens, would extend the waiver of sovereign immunity beyond the stated intent of the statute. It would also create a duty of care arising from the state constitution where none has previously existed.

It is only "when a duty of care exists does the essential inquiry turn to the question of sovereign immunity." *George v. Hitek Community Control Corp.*, 639 So.2d 661, 663 (Fla. 4th DCA 1994). There has never been a common law duty of care with regard to:

[h]ow a governmental entity, through its officials and employees, exercises its discretionary power to enforce compliance with the laws duly enacted by a governmental body.... This discretionary power to enforce compliance with the law, as well as the authority to protect the public safety, is most notably reflected in the discretionary power given to judges, prosecutors, arresting officers, and other law enforcement officials....

Trianon, 468 So.2d at 919 (emphasis supplied) (citations omitted). This reasoning

extends to the type of police conduct that is the subject of this lawsuit—the decision to institute

Page 551

a reverse-sting operation as a means of enforcing compliance with the laws. See also *DeMarco v. Publix Super Mkts., Inc.*, 360 So.2d 134, 136 (Fla. 3d DCA 1978) (no civil cause of action for interference with exercise of one's right under article I, section 21 of Florida Constitution 1), *aff'd*, 384 So.2d 1253 (Fla.1980). But see *Shuttleworth v. Broward County*, 639 F.Supp. 654 (S.D.Fla.1986) (plaintiff may bring claim directly under article I, section 2 of the Florida Constitution 2).

Although Garcia asserts that Florida courts have recognized due process causes of action in related contexts, the cases he relies on—*Metropolitan Dade County v. Sokolowski*, 439 So.2d 932 (Fla. 3d DCA 1983), and *City of Riviera Beach v. Fitzgerald*, 492 So.2d 1382 (Fla. 4th DCA 1986)—involve federal civil rights actions brought in state court. As the eleventh circuit recognized in an action to recover just compensation through inverse condemnation for injuries sustained as the result of an unreasonable zoning ordinance, there is "no support for the availability of an action for money damages, based either on trespass or violation of the right of due process, as guaranteed by the Florida Constitution." *Corn v. City of Lauderdale Lakes*, 816 F.2d 1514, 1518 (11th Cir.1987) (emphasis supplied), *rejected on other grounds, Greenbriar, Ltd. v. City of Alabaster*, 881 F.2d 1570, 1574 (11th Cir.1989).

Accordingly, we affirm the decision of the trial court.

GLICKSTEIN, KLEIN and PARIENTE, J., concur.

PARIENTE, J., concurs specially with opinion.

PARIENTE, Judge, concurring specially.

I concur with the majority opinion, but write to address additional areas of concern under the facts of this case. Garcia asserts that his third amended complaint states a cause of action for a "state constitutional tort" under section 768.28(5) that closely parallels the type of constitutional tort under 42 U.S.C. § 1983 for police misconduct.

If Garcia seeks to rely on federal precedent in civil rights claims, it is noteworthy that no federal court has found a due process violation even where it held that entrapment had been established as a matter of law. See, e.g., *Gunderson v. Schlueter*, 904 F.2d 407, 411 (8th Cir.1990); *Schieb v. Humane Soc'y of Huron Valley*, 382 F.Supp. 717, 725 (E.D.Mich.1984) ("there is no federal constitutional right to be free from entrapment").

Garcia correctly points out that the eighth circuit in *Gunderson* recognized that outrageous conduct by law enforcement authorities that "shocks the conscience" might violate substantive due process. 904 F.2d at 410. However, the eighth circuit rejected finding a due process violation giving rise to a federal civil rights action under the facts of that case. To do so would have brought the court "too close to converting every successful entrapment defense into a section 1983 action for damages." *Id.* at 411. Similarly, finding a due process violation based on the facts surrounding Garcia's entrapment would likewise convert every successful entrapment defense into a claim for damages under the due process clause of the state constitution.

Even assuming that a set of facts could be sufficiently egregious to give rise to a state-based constitutional tort, the actions of the police giving rise to Garcia's entrapment defense, as detailed in *Londono v. State*, 565 So.2d 1365 (Fla. 1th DCA 1990), are not sufficiently egregious so as to shock the judicial conscience. In fact, I have serious doubts whether the facts as set forth in *Londono* would constitute objective entrapment

Page 552

of Garcia as a matter of current law in light of our supreme court's decision in *State v. Hunter*, 586 So.2d 319 (Fla.1991). 3

In *Hunter*, our supreme court found that the appellant, who had been approached by his co-defendant and had "minimal telephone contacts" with an informant, could not benefit from his co-defendant's successful entrapment defense. *Hunter*, 586 So.2d at 322. "When a middleman, not a state agent, induced another person to engage in a crime, entrapment is not an available defense." *Id.* A defendant "cannot raise 'due process violations allegedly suffered by third parties.'" *Id.* (citations omitted). Here, Garcia's involvement in criminal activity was induced by his co-defendant, who was not a state agent. In fact, the co-defendant, Londono, attempted to shield Garcia from direct contact with the state's agent and from knowledge that illegal drugs were involved.

I additionally write to clarify my views on whether Garcia's children have a separate and independent cause of action arising under § 1983. This issue was addressed in *Garcia v. Reyes*, 677 So.2d 1293 (Fla. 4th DCA 1996), review granted, 592 So.2d 682 (Fla.1991), where this court affirmed a final order dismissing with prejudice Count III of Garcia's first amended complaint. Count III asserted a claim under § 1983 for loss of the due process right of familial association and companionship.

At the time the appeal in *Garcia v. Reyes* was filed, Garcia's first amended complaint set forth an independent count under § 1983 based on police misconduct in the reverse sting operation. Unlike the § 1983 claim in Count III, this additional § 1983-based claim was not dismissed by the trial court. Subsequent to the appeal being filed in *Garcia v. Reyes*, Garcia voluntarily dismissed this § 1983 count. We were not made aware of the dismissal of Garcia's independent § 1983 claim.

While I do not suggest that either party had an obligation to bring this subsequent development to our attention, my dissent in

Garcia v. Reyes, 677 So.2d at 1294-95, was premised on the existence of an independent § 1983 action arising from the alleged police misconduct. By my dissent, I intended only to express my opinion that the children of a parent claiming a violation of § 1983 as the result of a substantial wrongful imprisonment should be able to claim damages under § 1983 arising from the loss of their parent's companionship. I realize in hindsight that neither the parties at the time of the appeal nor I in my dissent addressed whether the children's claim would be derivative to or independent of their father's separate § 1983 claim. Because Garcia had a separate § 1983 claim pending in the first amended complaint at the time of the appeal, my assumption was that his children's claim would be derivative.

Because it is now clear that Garcia has no state or federal cause of action for civil damages for violation of his substantive due process rights arising from the reversal of his criminal conviction, I do not agree that Garcia's children should have a separate and independent claim for the loss of their father's companionship.

The intent of my dissent was to allow an expansion of damages in cases where the police could otherwise be held liable for their actions under § 1983—not to expand the circumstances in which police could be held liable. To hold that the children's claim for loss of familial companionship could exist independent of Garcia's independent § 1983 claim would turn virtually every case where a conviction was overturned based on police misconduct into a separate § 1983 action. This would be an unreasonable and unacceptable expansion of federal civil rights law that I do not endorse.

1 Article I, section 21 of the Florida Constitution provides:

Access to courts.—The courts shall be open to every person for redress of any injury, and justice shall be administered without sale, denial or delay.

2 Article I, section 2 provides:

fastcase

Basic rights.—All natural persons are equal before the law and have inalienable rights, among which are the right to enjoy and defend life and liberty, to pursue happiness, to be rewarded for industry, and to acquire, possess and protect property; except that the ownership, inheritance, disposition and possession of real property by aliens ineligible for citizenship may be regulated or prohibited by law. No person shall be deprived of any right because of race, religion or physical handicap.

3 In Garcia v. State, 582 So.2d 88 (Fla. 4th DCA 1991), we cited Herndon v. State, 591 So.2d 205 (Fla. 4th DCA 1991), as authority for reversal. Herndon was subsequently quashed by our supreme court in State v. Herndon, 593 So.2d 184 (Fla. 1991), which found that case controlled by its recent decision in State v. Hunter, 586 So.2d 319 (Fla. 1991).

6/14
Florida Association



of Counties Trust

December 14, 2007

Ms. Phyllis Skinner
287 NW Old Mill Drive
Lake City, FL 32024

RECEIVED
DEC 21 2007
Board of County Commissioners
Columbia County

Re: Member: Columbia County
Date of Occurrence: April 1, 2007 (arbitrarily chosen)
Claim No.: FAC2318ML-10-1

Dear Ms. Skinner:

I have received and reviewed your facsimile directed to me in response to my denial letter.

In the claims handling process the gathering of information is necessary to determine liability. Our investigative file materials are considered work product. This information is confidential and privileged; thus, we will not be sharing the investigative file with you.

I have again reviewed the file, and I must stand on my denial letter dated October 30, 2007.

Sincerely,

FLORIDA ASSOCIATION OF COUNTIES TRUST
By: FACT Risk Services Corporation
(an independently owned and operated company)
Its Service Company

By: Robbin Peeken
Claims Examiner

RP/tmv

bcc: ✓ Columbia County Board of County Commissioners; PO Drawer 1529; Lake City, FL 32056-1529

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

*-file-
Phyllis Skinner
claim*



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

4 March 2008

Phyllis Skinner
287 Northwest Old Mill Road
Lake City, FL 32055

TRANSMITTED VIA FACSIMILE
755.0339

RE: Division of Lot 3, Block A, Hickory Ridge Subdivision

Dear Ms. Skinner:

Your property is a lot within a County approved and legally recorded subdivision. Under State Statutes and County regulations in order for you to subdivide or split it into two (2) parcels, the lot would have to be replatted. To replat the lot, a plat must be submitted for approval by the County and all the lots must meet County requirements. The County's Land Development Regulations (LDR's) require that all lots must have a minimum of one hundred (100) feet in width on a publicly paved road. If a plat is submitted and it is determined that the County's requirements cannot be met, an applicant can apply for a variance.

If you have any questions concerning this matter, please do not hesitate to contact me at 386.758.1007.

Sincerely,

Brian I. Kepner
Land Development Regulation Administrator,
County Planner

xc: Marlin M. Feagle, County Attorney
Dale Williams, County Manager

BOARD MEETS FIRST THURSDAY AT 7:00 P.M.
AND THIRD THURSDAY AT 7:00 P.M.



The Wheeler Agency

622 SW Main Blvd.

Lake City, FL 32025

386-752-8660

Fax 386-752-9802

wheeleragency@comcast.net

Fax

To: DALE WILLIAMS
Fax #: 758 2182 Date 3-4-08
From: ED WHEELER
RE: PHYLISS SKINNER

MESSAGE:

DALE - I SPOKE WITH ROBBIN PEEKEN THIS MORNING
ABOUT PHYLISS' REQUEST FOR FURTHER CONSIDERATION
OF HER CLAIM. HE REQUESTED THAT YOU + I
PLEASE HAVE HER CALL HIM AGAIN. HIS PHONE
IS 1-800 322-3391 EXT 315. TELL HER TO
REFER TO CLAIM # FAC 2318ML-10-1. ENCLOSED
ARE ROBBIN'S LETTERS OF 10-30-07 + 12-14-07
REGARDING HER CLAIM. HOPE THIS IS
HELPFUL. THANKS

Ed

This FAX is intended only for the use of the individual or entity to whom it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, any dissemination, distribution or copying of this communication is strictly prohibited.

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

CONSENT AGENDA

MAY 1, 2008

- (1) Invoice - Earth Tech Consulting, Inc. - Columbia County Stormwater Enhancement Projects - Five Points/Melrose Park Basin Study - \$25,776.61
- (2) Property Appraiser - Budget Amendment - Position Re-Classification - \$17,000.00
- (3) External Budget Amendment - Public Library - BA #07-22 - Donations - \$510.00
- (4) External Budget Amendment - Sheriff's Office - #5 - BA #07-24 - Subsistence Costs Generated - \$3,109.30
- (5) External Budget Amendment - Landfill Contingency - BA #07-25 - Increase to Litter Control Contract - Two Additional Pickups (December and February) - \$50,000.00
- (6) Columbia County Health Department - Activities and Expenditures Report - Period Ending 03/31/08
- (7) Interlocal Agreement - Columbia County Public Library/Suwannee River Regional Library - Reciprocal Borrowing between Libraries
- (8) Interlocal Agreement - Columbia County Public Library/Lake City Community College Library - Name Change to the Lake City Community College Library

- (9) State of Florida Department of Revenue Standard Contract - Service of Process/Writ of Bodily Attachments - FY 2008 through 2011 Performed through the Sheriff's Office
- (10) Request for Roadside Memorial Marker - Zoltan Steve Szabo, Deceased - Sister Welcome Road and Creekside Subdivision Entrance
- (11) 9-1-1 Addressing - Naming of Unnamed Roads - SW Jewel Court, SW Treasure Lane
- (12) Utility Permit - Windstream Florida, Inc. - County Road 138
- (13) Utility Permit - Comcast Cable - SW Melon Court
- (14) Utility Permit - Comcast Cable - NW Meadowlark Drive
- (15) Public Works - Request Permission to Enter Private Property - Debris Obstruction - Bascom Norris Drive and Lake Jeffery
- (16) Safety Department - Request the Approval to Remove Two Pine Trees on Private Property Owned by Farrell Feagle - Trees Encroaching on the County Right-Of-Way
- (17) Minute Approval - Board of County Commissioners - Regular Meeting - February 21, 2008

5/1/08
Agency

#1

**EARTH TECH
CONSULTING, INC.**

857 SW Main Blvd., Suite 115
Lake City, Florida 32025

INVOICE

DATE: 07-Apr-08
ET JOB NO.: 103666
INVOICE NO.: 442282

Board of County Commissioners
Columbia County
P. O. Box 1529
Lake City, Florida 32056-1529

FIVE POINTS, MELROSE PARK

Attn: John Colson

Columbia County Stormwater Enhancement Projects

PLEASE REMIT PAYMENT TO:

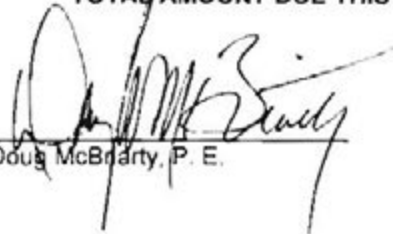
Earth Tech, Inc.
Mellon Bank
Lockbox # 40164
Dept. At 40164
Atlanta, Ga. 31192-0164

FOR PROFESSIONAL ENGINEERING SERVICES RENDERED FOR THE PERIOD
FEBRUARY 1 THROUGH MARCH 28, 2008 (Two Months)

<u>Labor Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Current Period to Date</u>	<u>Prior Period to Date</u>	<u>Total Project to Date</u>
Five Points Basin Study					
Principal	1.0	\$ 190.00	\$ 190.00	\$ -	\$ 190.00
Chief Engineer (PE)	25.5	\$ 177.00	\$ 4,513.50	\$ -	\$ 4,513.50
Senior Drainage Eng.	5.5	\$ 165.00	\$ 907.50	\$ -	\$ 907.50
Junior Drainage Eng.	6.0	\$ 110.00	\$ 660.00	\$ -	\$ 660.00
Senior Designer	3.0	\$ 92.00	\$ 276.00	\$ -	\$ 276.00
Designer	46.0	\$ 80.00	\$ 3,680.00	\$ -	\$ 3,680.00
Inspector	51.0	\$ 72.00	\$ 3,672.00	\$ -	\$ 3,672.00
Administration	4.0	\$ 60.00	\$ 240.00	\$ -	\$ 240.00
Total Labor	<u>142.0</u>		<u>\$ 14,139.00</u>	<u>\$ -</u>	<u>\$ 14,139.00</u>
Expenses			<u>\$ 169.10</u>	<u>\$ -</u>	<u>\$ 169.10</u>
Totals for Five Points Basin Study			<u>\$ 14,308.10</u>	<u>\$ -</u>	<u>\$ 14,308.10</u>
Melrose Park Basin Study					
Principal	0.0	\$ 190.00	\$ -	\$ -	\$ -
Chief Engineer (PE)	15.5	\$ 177.00	\$ 2,743.50	\$ -	\$ 2,743.50
Senior Drainage Eng.	0	\$ 165.00	\$ -	\$ -	\$ -
Junior Drainage Eng.	0.0	\$ 110.00	\$ -	\$ -	\$ -
Senior Designer	3.0	\$ 92.00	\$ 276.00	\$ -	\$ 276.00
Designer	24.0	\$ 80.00	\$ 1,920.00	\$ -	\$ 1,920.00
Inspector	86.0	\$ 72.00	\$ 6,192.00	\$ -	\$ 6,192.00
Administration	4.0	\$ 60.00	\$ 240.00	\$ -	\$ 240.00
Total Labor	<u>132.5</u>		<u>\$ 11,371.50</u>	<u>\$ -</u>	<u>\$ 11,371.50</u>
Expenses			<u>\$ 97.01</u>	<u>\$ -</u>	<u>\$ 1,920.00</u>
Totals for Melrose Park Basin Study			<u>\$ 11,468.51</u>	<u>\$ -</u>	<u>\$ 11,371.50</u>

TOTAL AMOUNT DUE THIS INVOICE

\$ 25,776.61


Doug McBride, P. E.

Project Manager


Date 4-18-08

*Needs to be on
the agenda for
approval.*

#2

April 10, 2008

M E M O

TO: Cathy Collins, Budget Supervisor

FR: Dale Williams, County Manager

RE: Property Appraiser Budget Amendment

The Columbia County Property Appraiser's office has made a request for a budget amendment. This request is for a position re-classification which justifies a rate change. The property appraiser, J. Doyle Crews, has previously discussed this matter with me. This amendment meets with my approval; therefore, I will recommend approval to the Board of County Commissioners. Final approval is required by the Board of County Commissioners.

If you have any questions, or if I can be of any further assistance, please contact me.

DW/pds

**XC: Board of County Commissioners
J. Doyle Crews, Property Appraiser
Judy Lewis, Internal Auditor
FY 08-09 Budget File**

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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

#3

**BUDGET AMENDMENT
2007-2008**

NUMBER: BA 07-22

FUND: GENERAL FUND

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
001. 366.2000 Donation	001.7100.571.6066	100.00
	001.7110.571.6066	25.00
104. 366.2000 Donation	104.7150.571.6066	25.00
001. 337.7000 Donation	001.7100.571.6066	50.00
001. 369.9000 Donation	001.7110.571.3049	200.00
001. 369.9000 Donation	001.7100.571.6066	110.00

DESCRIPTION: Donations for book purchases

REFERENCE:

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
MEETING ROOM, COLUMBIA COUNTY COURTHOUSE

Date: January 17, 2008

To: Mary Sue George, County Finance

From: Deborah J. Paulson, Director *[Signature]*

Re: Revenue

Please deposit the following to Account No. 001.7110.571.30-49

Checks

No. 2817 From Fort White Community Thrift Shop Inc. Amt. \$200.00

For Donation

DEPOSIT TICKET
FOR CLEAR COPY, PRESS FIRMLY

DATE	CURRENCY	COINS	CHECKS LIST EACH SEPARATELY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL

63-4/830 FL 1168
TOTAL ITEMS

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

BOARD OF COUNTY COMMISSIONERS - CLAIMS F.
COLUMBIA COUNTY, LAKE CITY, FL
P.O. BOX 1529
LAKE CITY, FL 32056-1529

Bank of America
408 RLT 043-00277

Account 903110073658
By BA 1/15/08
6/20/08

⑆540600106⑆ 003110093658⑆

004 *367.7000* *200.00*

Date: February 18, 2008

To: Mary Sue George, County Finance

From: Deborah J. Paulson, Director *DJP*

Re: Revenue

Please deposit the following to Account No. 337.7000

Checks

No. 5822 From Women of the Moose Amt. \$50.00

For Donation



Columbia County
Sheriff's Office

#4

April 21, 2008

Honorable Dewey Weaver, Chairman
Board of County Commissioners
P. O. Drawer 1529
Lake City, FL 32056-1529

BA# 07.24

RE: FY07-08 Budget Amendment #5

Dear Mr. Weaver,

Enclosed you will find Budget Amendment #5 for the fiscal year 2007-2008, in the amount of \$3,109.30, (checks attached) which represents payment of subsistence costs generated at the County Jail for the period of time from January 1, 2008 to March 31, 2008. These prisoner subsistence costs were collected under Florida Statute 951.033.

As approved by the Board, this will be placed in our operating line items to offset some costs within the corrections budget.

Your full consideration to this request would be greatly appreciated!

Thanking you in advance.

Bill Gootee
Sheriff, Columbia County

By: Kelly Crews
Kelly Crews, Comptroller

cc: Dale Williams, County Coordinator

DEPT. OF SHERIFFS
Lake City, Florida 32055
352-752-9212

COLUMBIA COUNTY
SHERIFF'S OFFICE

BUDGET ACCOUNT AMENDMENT
FY: 2007-2008 No. 5

DATE REQUESTED
04-21-08

TO: COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS

I HEREBY REQUEST APPROVAL FOR A BUDGET
AMENDMENT OF \$ 3,109.30 AS SET FORTH BELOW:

NOTE: Jail Subsistence Fees collected
from January - March 2008


SHERIFF, COLUMBIA COUNTY

BUDGET ACCOUNTS	ORIGINAL BUDGET OR LAST AMENDMENT	AMENDMENTS REQUESTED	BUDGET W/AMENDMENT: REQUESTED
LAW ENFORCEMENT:			
PERSONAL SERVICES	\$4,782,293.00	\$0.00	\$4,782,293.00
OPERATING EXPENSES	\$1,087,300.00	\$0.00	\$1,087,300.00
CAPITAL OUTLAY	\$161,355.38	\$0.00	\$161,355.38
CONTINGENCY	\$10,000.00	\$0.00	\$10,000.00
SUBTOTAL	\$6,040,948.38	\$0.00	\$6,040,948.38
COMMUNICATIONS/911:			
PERSONAL SERVICES	\$862,067.00	\$0.00	\$862,067.00
OPERATING EXPENSES	\$206,865.00	\$0.00	\$206,865.00
SUBTOTAL	\$1,068,932.00	\$0.00	\$1,068,932.00
JUDICIAL:			
PERSONAL SERVICES	\$1,106,242.00	\$0.00	\$1,106,242.00
OPERATING EXPENSES	\$186,904.00	\$0.00	\$186,904.00
CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$1,293,146.00	\$0.00	\$1,293,146.00
CORRECTIONS:			
PERSONAL SERVICES	\$2,825,191.00	\$0.00	\$2,825,191.00
OPERATING EXPENSES	\$750,713.07	\$3,109.30	\$753,822.37
MEDICAL EXPENSES	\$430,159.00	\$0.00	\$430,159.00
CAPITAL OUTLAY	\$30,000.00	\$0.00	\$30,000.00
CONTINGENCY	\$10,000.00	\$0.00	\$10,000.00
SUBTOTAL	\$4,046,063.07	\$3,109.30	\$4,049,172.37
TOTAL BUDGET:	\$12,449,089.45	\$3,109.30	\$12,452,198.75

COLUMBIA COUNTY JAIL
INMATE TRUST FUND
389 NW QUINTEN ST., PH. 386-755-7000
LAKE CITY, FL 32055

1483:
63-64/631

DATE 7-1-05

PAY TO THE ORDER OF Board of County Commissioners \$ 137²⁷
One Hundred Thirty Seven and 27/100 DOLLARS

 **Columbia Bank**
Lake City, FL 32055

FOR Booking fee mar 2003 Debit [Signature]
⑈014833⑈ ⑆063100646⑆ 1804006⑈

COLUMBIA COUNTY JAIL
INMATE TRUST FUND
389 NW QUINTEN ST., PH. 386-755-7000
LAKE CITY, FL 32055

14834
63-64/631

DATE 4-1-08

PAY TO THE ORDER OF Board of County Commissioners \$ 1018⁰⁶
One Thousand Eighteen Dollars and 06/100 DOLLARS

 **Columbia Bank**
Lake City, FL 32055

FOR Sub fee Mar 2008 Debit [Signature]
⑈014834⑈ ⑆063100646⑆ 1804006⑈

COLUMBIA COUNTY JAIL
INMATE TRUST FUND
389 NW QUINTEN ST., PH. 386-755-7000
LAKE CITY, FL 32055

14747
63-64/631

DATE 3-3-08

PAY TO THE ORDER OF Board of County Commissioners \$ 962³³
Nine Hundred Sixty Two and 33/100 DOLLARS

 **Columbia Bank**
Lake City, FL 32055

FOR [Signature] [Signature]
⑈014747⑈ ⑆063100646⑆ 1804006⑈

COLUMBIA COUNTY JAIL
INMATE TRUST FUND
389 NW QUINTEN ST., PH. 386-755-7000
LAKE CITY, FL 32055

14746
63-64/63

DATE 3-3 08

PAY TO THE ORDER OF Board of County Commissioners \$ 70⁴⁶
Seventy Dollars + 46 DOLLARS

 **Columbia Bank**
Lake City, FL 32055

FOR Bookin' fee Feb 2008

⑈014746⑈ ⑆063100646⑆ 1804006⑈

COLUMBIA COUNTY JAIL
INMATE TRUST FUND
389 NW QUINTEN ST., PH. 386-755-7000
LAKE CITY, FL 32055

14627
63-64/631

DATE 2-1-08

PAY TO THE ORDER OF Board of County Commissioners \$ 91⁵⁸
Ninety One + 58 DOLLARS

 **Columbia Bank**
Lake City, FL 32055

FOR Bookin' fee call Jan 2008

⑈014627⑈ ⑆063100646⑆ 1804006⑈

COLUMBIA COUNTY JAIL
INMATE TRUST FUND
389 NW QUINTEN ST., PH. 386-755-7000
LAKE CITY, FL 32055

14628
63-64/631

DATE 2-1 08

PAY TO THE ORDER OF Board of County Commissioners \$ 237¹⁰
Eight Hundred Thirty Seven + 10 DOLLARS

 **Columbia Bank**
Lake City, FL 32055

FOR Sub 70 calls Jan 2008

⑈014628⑈ ⑆063100646⑆ 1804006⑈

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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

BUDGET AMENDMENT

2007-2008

NUMBER: 07-25

FUND: Landfill Contingency

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Landfill Contingency 401.8400.534.90.99	Contractual Services for Litter Removal 401.5340.534.30.34	\$50,000.00

DESCRIPTION: Increase to litter control contract. Two additional debris removals per year were added by the Board. Scheduled in
REFERENCE: December and February.

WALTER DEERFIELD, COUNTY COMMISSIONER
SHERI B. BAILEY, COUNTY COMMISSIONER



**COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS**

P. O. DRAWER 1529 • LAKE CITY, FLORIDA 32056-1529



Rudy Crews, Director

Office: (386) 758-1025
Cell: (386) 867-0126
Mobile: (386) 365-7585
Fax: (386) 752-7125


**DEPARTMENT OF SAFETY
& PROPERTY MANAGEMENT**

Email: Rudy_Crews@ColumbiaCountyfla.com

Ronald Williams - District No. 1
Dewey Weaver - District No. 2
George A. Skinner - District No. 3
Stephen Bailey - District No. 4
Elizabeth Porter - District No. 5
Dale Williams - County Manager
(386) 758-1005, (386) 755-4100

April 24, 2008

TO: Dale Williams, County Manager

FROM: Rudy Crews, Safety Director 

RE: Budget Amendment Litter Control Contract

This department would like to request a budget amendment in the amount of \$50,000 for the litter control contract.

This request is being made because of two additional debris removals per year that were added by the Board of County Commissioners. These extra removals are scheduled in December and February. These monies were not added to last years Fiscal Budget.

CC: Ben Scott, Purchasing

5/1/08
Agosta

FLORIDA DEPARTMENT OF
HEALTH

#6

Charlie Crist
Governor

Arja M. Viamonte Ros, M.D., M.P.H.
State Surgeon General

April 21, 2008

Mr. Dewey Weaver, Chairman
Columbia County Board of Commissioners
PO Drawer 1529
Lake City, FL 32056

Dear Mr. Weaver:

Attached is the second report of the activities and expenditures of the Columbia County Health Department (CHD) for the period ending 3/31/08. This report is required by Chapter 154, Florida Statutes, and the contract between the Department of Health and Columbia County. The report is made of the following sub-reports produced by the CHD Contract Management.


1. DE 385- "CHD Contract Management Variance": Which compares the actual services and expenditures with the contract plan for the report period.
2. DE 580- "Analysis of Fund Equities": Which shows revenue for the report period by source and the balance in the CHD trust fund.
3. Columbia CHD Program Service Variance Analysis: Which explains variances in actual expenditures that is greater or less than 25% of planned expenditure levels and exceeding 3% of total planned expenditures for its level of service.

The following is a summary of actual activities and expenditures compared to the contract plan for the three major levels: communicable disease, primary care and environmental health.

Level of Service	Total Served	Total Services	Planned Expenditures	Actual Expenditures	Variance
Communi- Cable Disease	3,347	7,349	272,978	323,972	18.68
Primary Care	4,074	69,963	671,173	676,230	.75
Environ- Mental	878	5,766	334,180	364,476	9.07
Total	8,299	83,078	1,278,331	1,364,678	6.75

I will discuss this report with Mr. Dale Williams and should the Board have any questions, please let me know.

Sincerely,


Hugh Giebeig
Administrator

HG:en

Attachments

COLUMBIA CHD PROGRAM SERVICE AREA VARIANCE ANALYSIS

PERIOD DATE: Oct. 2007 3/31/2008

PREPARED BY: Hugh Giebeig

PROGRAM SERVICE AREA +/- 25% VARIANCE	VARIANCE		EXPLANATION	ACTIVITIES TO ACHIEVE PLANNED EXPENDITURE LEVEL	COMPLETION DATE
	%	AMOUNT			
Immunizations	79.32	38,140	Flu Shots	Continue to monitor and adjust if necessary Will update contract to reflect this increase	6/30/2008
Dental Health	132.71	33,176	More expense than anticipated		4/30/2008

Florida Department of Health County Health Department

Contract Management System

Variance Report

Columbia County for Report Period 10/2007 to 3/2008

Run date: 04/15/2008

Program Component / Title	F T E S			Clients or Units			Services			Expenditures		
	Reported	Planned	Percent Variance	Reported	Planned	Percent Variance	Reported	Planned	Percent Variance	Reported	Planned	Percent Variance
Immunization	2.32	2.24	3.57	879	736	19.51	1,540	1,503	2.50	\$86,222	\$48,082	79.32**
Sexually Trans. Dis.	2.30	2.38	-3.36	98	110	-10.91	316	462	-31.68	\$63,774	\$57,614	10.69
AIDS	2.94	3.17	-7.26	102	118	-13.19	275	280	-1.79	\$83,376	\$76,840	8.51
Tuberculosis	0.14	0.14	0.00	9	18	-50.00	186	84	120.13	\$5,883	\$7,307	-19.49
Comm. Dis. Surv.	0.42	0.28	50.00	0	0		0	0		\$11,889	\$5,601	112.27
Hepatitis & Liver Failure Prev	0.05	0.06	-16.67	35	29	18.69	73	66	10.65	\$745	\$1,224	-39.15
Public Health Preparedness and Response	1.39	1.39	0.00	0	0		0	0		\$46,274	\$50,983	-9.24
Vital Statistics	1.22	1.20	1.67	2,224	2,054	8.30	4,959	4,212	17.75	\$25,809	\$25,327	1.90
Communicable Disease Total	10.78	10.86	-0.74	3,347	3,064	9.24	7,349	6,607	11.23	\$323,972	\$272,978	18.68
Chronic Disease Prevention Pro	1.37	1.14	20.18	337	597	-43.50	40	597	-93.29	\$41,614	\$42,220	-1.43
Tobacco Program	1.37	1.14	20.18	0	0		491	0		\$50,593	\$53,568	-5.55
Home Health	0.00	0.00		0	0		0	0		\$0	\$0	
WIC	0.63	0.50	26.00	2,235	1,734	28.90	7,804	6,502	20.03	\$15,407	\$11,542	33.49
Family Planning	5.20	5.68	-8.45	584	456	28.07	1,929	1,556	23.97	\$161,368	\$164,128	-1.68
Maternal Health/IPO	0.08	0.07	14.29	1	13	-92.31	27	40	-32.50	\$2,452	\$12,000	-79.57
Healthy Start Prenatal	2.32	2.16	7.41	190	159	19.50	2,303	2,307	-0.15	\$63,655	\$63,979	-0.51
Comprehensive Child Health	0.16	0.05	220.00	56	50	12.00	130	150	-13.33	\$7,065	\$10,500	-32.71
Healthy Start Infants	1.69	1.70	-0.59	159	138	15.22	1,355	1,314	3.12	\$45,545	\$47,923	-4.96
Healthy Start Interconception Woman	0.00	0.04	-100.00	0	18	-100.00	0	37	-100.00	\$0	\$2,000	-100.00
School Health	0.00	0.00		0	0		53,840	28,880	86.43	\$62,772	\$61,669	1.79
Comprehensive Adult Health	5.06	5.29	-4.35	512	341	50.15	2,044	1,185	72.42	\$167,583	\$176,644	-5.13
Dental Health	0.47	1.00	-53.00	0	200	-100.00	0	400	-100.00	\$58,176	\$25,000	132.71**
Primary Care Total	18.35	18.77	-2.24	4,074	3,706	9.93	69,963	42,967	62.83	\$676,230	\$671,173	0.75
Water & Onsite Sewage	6.72	6.78	-0.88	433	557	-22.19	4,475	5,267	-15.04	\$209,540	\$196,871	6.44
Facility Programs	0.93	0.96	-3.13	145	174	-16.90	366	412	-11.16	\$27,701	\$30,014	-7.70
Groundwater Contamination Program	3.62	3.26	11.04	252	120	109.99	773	678	14.09	\$116,895	\$98,587	18.57
Community Hygiene	0.30	0.30	0.00	48	52	-7.68	152	153	-0.97	\$10,338	\$8,708	18.72
Environmental Health Total	11.57	11.30	2.39	878	903	-2.77	5,766	6,510	-11.43	\$364,476	\$334,180	9.07
Grand Total	40.70	40.93	-0.56	8,299	7,673	8.16	83,078	56,084	48.13	\$1,364,678	\$1,278,331	6.75

Florida Department of Health County Health Department

Contract Management System

Analysis of Fund Equities

Columbia County for Report Period 10/2007 to 3/2008

Run date: 04/05/2008

	State	County	Total
Fund Balance 10/07	(\$252,773.51)	(\$112,690.25)	(\$365,463.76)
Revenue Contract - YTD			
Communicable Disease			
001009 Returned item	\$0.00	\$10.92	\$10.92
001060 Fee-County	\$0.00	(\$34.00)	(\$34.00)
001077 Fee-Personal Health	\$0.00	(\$15,409.14)	(\$15,409.14)
001080 MEDICAID OTHER	(\$22.68)	(\$32.32)	(\$55.00)
001094 Fee Local Ordinance	\$0.00	(\$577.23)	(\$577.23)
001114 Fee-Vital Statistics Birth	\$0.00	(\$10,957.00)	(\$10,957.00)
001115 Fee-Vital Statistics Death	\$0.00	(\$22,379.00)	(\$22,379.00)
001117 Fee-Administrative	\$0.00	(\$637.00)	(\$637.00)
005041 Interest-Investments	\$0.00	(\$691.32)	(\$691.32)
007000 Grants-Federal Direct	(\$87,834.25)	\$0.00	(\$87,834.25)
007111 Grant-Random Moment Sampling	(\$7,902.30)	\$0.00	(\$7,902.30)
008034 BCC Contribution from General Fund	\$0.00	(\$10,579.79)	(\$10,579.79)
011000 Grant-Direct	\$0.00	(\$8,838.25)	(\$8,838.25)
015010 Transfer-Within BU-Diff Fund	(\$6,073.00)	\$0.00	(\$6,073.00)
015040 CATEGORICAL GENERAL REVENUE	(\$34,207.00)	\$0.00	(\$34,207.00)
015050 NON CATEGORICAL GENERAL REVENUE	(\$112,413.65)	\$0.00	(\$112,413.65)
Communicable Disease Subtotal	(\$248,452.88)	(\$70,124.13)	(\$318,577.01)
Primary Care			
001009 Returned item	\$0.00	\$45.98	\$45.98
001029 Fee-Third Party Recovery	\$0.00	(\$1,512.28)	(\$1,512.28)
001077 Fee-Personal Health	\$0.00	(\$7,016.90)	(\$7,016.90)
001080 MEDICAID OTHER	(\$11,987.45)	(\$17,080.07)	(\$29,067.52)
001083 Medicaid-Family Planning	(\$754.06)	(\$6,786.54)	(\$7,540.60)
001090 Fee-Medicare	\$0.00	(\$158.68)	(\$158.68)
001094 Fee Local Ordinance	\$0.00	(\$2,431.55)	(\$2,431.55)
001208 MEDIPASS \$3 ADMINISTRATIVE FEE	(\$3,180.00)	(\$3,180.00)	(\$6,360.00)
005041 Interest-Investments	\$0.00	(\$2,912.17)	(\$2,912.17)
007000 Grants-Federal Direct	(\$9,004.77)	\$0.00	(\$9,004.77)
007111 Grant-Random Moment Sampling	(\$51,342.81)	\$0.00	(\$51,342.81)
008034 BCC Contribution from General Fund	\$0.00	(\$44,567.00)	(\$44,567.00)
011000 Grant-Direct	\$0.00	(\$47,108.00)	(\$47,108.00)
011001 Sale-Local Funded Agreement	\$0.00	(\$78,407.97)	(\$78,407.97)
015010 Transfer-Within BU-Diff Fund	(\$146,303.94)	\$0.00	(\$146,303.94)
015020 Transfers from Other BU-State	(\$50,000.00)	\$0.00	(\$50,000.00)
015040 CATEGORICAL GENERAL REVENUE	(\$144,743.00)	\$0.00	(\$144,743.00)
015050 NON CATEGORICAL GENERAL REVENUE	(\$185,897.34)	\$0.00	(\$185,897.34)
Primary Care Subtotal	(\$603,213.37)	(\$211,115.18)	(\$814,328.55)
Environmental Health			
001009 Returned item	\$0.00	\$23.94	\$23.94
001020 Permits-Environmental	(\$20,506.00)	\$0.00	(\$20,506.00)
001079 MEDICAID CASE MANAGEMENT	(\$307.77)	(\$389.93)	(\$697.70)
001092 Fee-Environmental	(\$118,437.20)	\$0.00	(\$118,437.20)
001094 Fee Local Ordinance	\$0.00	(\$53,003.48)	(\$53,003.48)
005041 Interest-Investments	\$0.00	(\$1,516.51)	(\$1,516.51)
008034 BCC Contribution from General Fund	\$0.00	(\$23,208.23)	(\$23,208.23)
010304 Fee-Inspection	(\$62,084.30)	\$0.00	(\$62,084.30)
015010 Transfer-Within BU-Diff Fund	(\$11,688.06)	\$0.00	(\$11,688.06)
015050 NON CATEGORICAL GENERAL REVENUE	(\$66,776.01)	\$0.00	(\$66,776.01)
Environmental Health Subtotal	(\$279,799.34)	(\$78,094.21)	(\$357,893.54)
Unallocated Revenue			

Florida Department of Health County Health Department
Contract Management System
Analysis of Fund Equities
Columbia County for Report Period 10/2007 to 3/2008
 Run date: 04/05/2008

	State	County	Total
Unallocated Revenue			
001079 MEDICAID CASE MANAGEMENT	\$42.77	\$124.93	\$167.70
001094 Fee Local Ordinance	\$0.00	\$233.36	\$233.36
008034 BCC Contribution from General Fund	\$0.00	\$0.00	\$0.00
010304 Fee-Inspection	\$87.55	\$0.00	\$87.55
015050 NON CATEGORICAL GENERAL REVENUE	\$0.00	\$0.00	\$0.00
Unallocated Revenue Subtotal	\$130.32	\$358.29	\$488.61
Projects			
Projects Subtotal	(\$6,768.00)	\$0.00	(\$6,768.00)
Total Revenue	(\$1,138,103.27)	(\$358,975.23)	(\$1,497,078.50)
Expenditures Contract - YTD			
Communicable Disease	\$256,209.87	\$67,762.07	\$323,971.94
Primary Care	\$522,620.02	\$153,609.90	\$676,229.92
Environmental Health	\$279,950.54	\$84,525.13	\$364,475.67
Projects	\$12,641.07	\$0.00	\$12,641.07
Total Expenditures	\$1,071,421.50	\$305,897.10	\$1,377,318.60
Change in Fund Balance	(\$66,682)	(\$53,078)	(\$119,760)
Ending Equity Balance for March (** click here for equity split graph)	(\$319,455)	(\$165,768)	(\$485,224)

#7

THIS INTERLOCAL AGREEMENT FOR RECIPROCAL BORROWING is entered into this _____ day of _____ A.D. 2008 by and between the Governing Board of the Suwannee River Regional Library, a special independent district of the State of Florida for library services for Suwannee, Madison and Hamilton Counties, Florida, hereinafter referred to as Suwannee River Regional Library, and Columbia County, a political subdivision of the State of Florida and governing authority for the Columbia County Public Library, hereafter referred to as Columbia County.

WITNESSETH:

For in consideration of the covenants and agreements herein contained on the part of Suwannee River Regional Library and Columbia County to be performed and the benefits to flow to each of the parties hereto and the persons represented by them, Suwannee River Regional Library and Columbia County hereby agree as follows:

Article 1. Definitions.

For the purpose of this Agreement , the following definitions shall apply :

1.1 Non-resident Borrower Fee. A fee required for a non-resident of the appropriate County to receive library service in that county.

1.2 Registered Borrower. Any member of the public who has registered to use the libraries at Suwannee River Regional Library or the Columbia County Public Library.

1.3 Resident Borrower. A resident of Suwannee, Madison or Hamilton Counties is a resident borrower of the Suwannee River Regional Library. A resident of Columbia County is a resident borrower of the Columbia County Public Library. Residence will be verified.

Article 2. Purpose

2.1 This agreement is hereby entered into to permit residents of Suwannee, Madison and Hamilton Counties to be registered borrowers of the Columbia County Public Library without payment of a non-resident borrower fee and to permit residents of Columbia County to be registered borrowers of the Suwannee River Regional Library without payment of a non-resident borrower fee.

2.2 This agreement is designed particularly to facilitate library access to the most conveniently located facility for residents of the eastern side Suwannee and Hamilton Counties and for residents of the western side of Columbia County where traffic patterns for the public do not follow county lines and for other residents as may apply.

Article 3. General Provisions

3.1 The terms of this agreement shall commence on June 1, 2008 and shall remain in effect until terminated by either party pursuant to Article 6 of this agreement.

3.2 Suwannee River Regional Library shall keep statistics on the number of registered borrowers who are Columbia County residents and report these statistics to the Columbia County Public Library for the fiscal year by October 15th. Columbia County Public Library shall keep statistics on the number of registered borrower who are Suwannee, Madison or Hamilton County residents and report these statistics to the Suwannee River Regional Library for the fiscal year by October 15th.

Article 4. Methodology.

4.1 A resident of Suwannee, Madison or Hamilton County may go to any branch of the Columbia County Public Library and with proof of residency register for a Columbia County borrower's card. Columbia County will register residents of Suwannee, Madison or Hamilton County in accordance with registration policies for resident borrowers for a period of one year commencing on the date of registration.

4.2 A resident of Columbia County may go to any branch or bookmobile of the Suwannee River Regional Library and with proof of residency register for a Suwannee River Regional Library borrower's card. Suwannee, Madison or Hamilton Counties will register residents of Columbia County in accordance with registration policies for resident borrowers for a period of one year commencing on the date of registration.

Article 5. Title to Property.

5.1 Materials borrowed from the Columbia County Library are and shall at all times remain the sole property of Columbia County and the Suwannee River Regional Library shall have no right, title or use of such materials.

5.2 The Columbia County Public Library is solely responsible for securing return of materials borrowed by any Suwannee River Regional Library County resident to the Columbia County Public Library.

5.3 Any fines or fees levied by the Columbia County Public Library shall be charged to Suwannee River Regional Library residents in the same manner as they are charged to Columbia County residents. It is the sole responsibility of the Columbia County Public Library to collect such fines or fees.

5.4 Materials borrowed from the Suwannee River Regional Library are and shall at all times remain the sole property of the Suwannee River Regional Library and the Columbia County Public Library shall have no right, title or use of such materials.

5.5 The Suwannee River Regional Library is solely responsible for securing return of materials borrowed by any Columbia County resident to the the Suwannee River Regional Library.

5.6 Any fines or fees levied by the Suwannee River Regional Library shall be charged to Columbia County residents in the same manner as they are charged to Suwannee River Regional Library residents. It is the sole responsibility of the Suwannee River Regional Library to collect such fines or fees.

Article 6. Termination.

If either party wishes to terminate this agreement for any reason, they may do so with a written thirty (30) day notice, prior to termination, to the other party.

Article 7. Assignment of Contract.

Each party to this contract shall not assign in whole or in part any right or privilege connected with this contract or monies due or to become due under the terms of this contract without the written consent of the other party.

Article 8. The Law Governing Contract.

The Law of Florida shall govern the interpretation of this contract. Pursuant to Title XI, Section 163.01 Florida Statutes, this Interlocal Agreement shall become effective upon filing the same with the Clerk of Courts in Columbia County and with the Clerk of Courts in Suwannee County as host county to the Suwannee River Regional Library.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

_____ day of _____, 2008

GOVERNING BOARD OF THE
SUWANNEE RIVER REGIONAL LIBRARY

BY _____
Chairman

ATTEST

Clerk of Courts
Suwannee County, Florida

BOARD OF COUNTY COMMISSIONERS OF
COLUMBIA COUNTY, FLORIDA
COLUMBIA COUNTY PUBLIC LIBRARY

BY _____
Chairman

ATTEST

Clerk of Courts
Columbia County, Florida

#8

INTERLOCAL AGREEMENT BETWEEN
THE COLUMBIA COUNTY PUBLIC LIBRARY
AND
THE LAKE CITY COMMUNITY COLLEGE LIBRARY

THIS INTERLOCAL AGREEMENT, made and entered into this day of _____, 2008, by and between the Columbia County Public Library and Lake City Community College Library;

WITNESSETH:

WHEREAS, both Columbia County Public Library and Lake City Community College Library serve the same community; and,

WHEREAS, both Columbia County Public Library and Lake City Community College Library share similar aims of library service and education; and,

WHEREAS, there is agreement that mutual assistance between the Columbia County Public Library and the Lake City Community College Library be established;

WHEREAS, Section 163.01 (4), Florida Statutes, provides for the joint exercise of power between public agencies;

NOW THEREFORE, in consideration of the mutual conditions hereinafter set forth, the parties hereto agree as follows:

1. This cooperative agreement shall have the aim of providing to the community the benefits produced by the active involvement of the two agencies in resource sharing and management. Some of the services may include, but not be limited to:
 - a. Resources sharing for Columbia County Public Library and Lake City Community College Library patrons.
 - b. Promotion of Library services and reserve materials for the students at Lake City Community College.
 - c. Sharing technological expertise within an increasingly complex information services environment.

2. The benefits derived from this cooperation include the following:
 - a. Building the strengths of local libraries by augmenting their resources without unnecessary duplication.
 - b. Supporting the local community's educational and informational needs by enhancing and expanding library services.
3. Amendments. This Interlocal Agreement may be amended by mutual written agreement of the parties, and may be changed only by such written amendment.
4. This Interlocal agreement may be terminated by either party upon providing thirty (30) days written notice.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

COLUMBIA COUNTY PUBLIC LIBRARY

By: _____
Board of County Commissioners
Lake City, Florida

LAKE CITY COMMUNITY COLLEGE

By: _____
Charles W. Hall, Ed. D
President

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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

April 7, 2008

M E M O

TO: Kelly Crews, Finance Director, CCSD
FR: Dale Williams, County Manager *Dale*
RE: Department of Revenue Contract –
Service of Process/Writ of Bodily Attachments

Please find attached a proposed new agreement with the Department of Revenue for the services referenced above. In addition to you, I am not sure who should receive a copy of the new agreement for review. If you would advise as to others who should receive a copy I will be happy to forward one to them.

As for the pages that need to be completed, please provide the information requested. If you are not the person to complete the information, please advise. Thank you.

DW/cnb

XC: Marlin Feagle, County Attorney
Judy Lewis, Internal Auditor
May 1, 2008 Agenda
Contract File

Dale Williams

From: Martin Ehlen [EHLENM@dor.state.fl.us]
Sent: Wednesday, April 02, 2008 2:11 PM
To: Dale Williams; Penny Stanley
Cc: Martin Ehlen; Steve Wharton
Subject: FDOR-Columbia County Board of County Commissioners agreement attached for signatures prior to 5/31/08
Attachments: FDOR Columbia BCC 2008-2011 SOP Writ Contract CSP12.doc; Invoice Form revised 072707.xls; Monthly Itemized Invoice Sheet and Documentation Exhibit 3 and 4 2008.doc

To: The Honorable Columbia County Board of County Commissioners

Attached for your review and signature is the new agreement with the Florida Department of Revenue pertaining to Service of Process and Writ of Bodily Attachments, covering State Fiscal Years 2008 through 2011, performed through the Sheriff's Office.

For quick reference the pages that require your completion are pages: **10, 11, 12, 13, 22, 23, 24, 25**. Please also note the Department requires that no changes be made to the attached agreement other than what is necessary on the pages referenced above.

Please also note that the contract amount shown on page 9 in Section II (A) has been increased by 10% for the first year of performance compared to the previous annual invoice expenditure that has been paid to you, and, the contract amount also contains an additional approximate 3% escalation in funding specific to the second and the third year for increased performance.

Prior to May 31, 2008 please mail two (2) original signed and dated copies of the agreement to:

**Florida Department of Revenue
Child Support Enforcement
Contract Management, Martin Ehlen
4070 Esplanade Way 280G
Tallahassee, FL 32399-3150**

Attached for your electronic file folder and billing is the automated e-Invoice Form along with Exhibits 1-4 that are referenced in the agreement on pages 18 through 21.

If there are any questions please contact me promptly so that the agreement can be put into effect timely prior to the expiration of our existing agreement. Please inform me that you have received this communication with three attachments. Thank you on behalf of the children we serve.

Respectfully,

Martin Ehlen
Contract Manager
Florida Department of Revenue
Child Support Enforcement Program
850/487-6790

ehlenm@dor.state.fl.us

cc: Steve Wharton, Martin Ehlen

Attachments: Three year SFY 2008-2011 Service of Process-Writ Agreement, automated electronic Invoice Form and Monthly Itemized Invoice Sheet (Exhibits 1 through 4).

STATE OF FLORIDA
DEPARTMENT OF REVENUE
STANDARD CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Revenue, hereinafter referred to as the "Department," and Columbia Board of County Commissioners hereinafter referred to as the "contractor."

I. THE CONTRACTOR AGREES:

A. Contract Document

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this contract. Purchase order(s) may be issued to the contractor annually. This contract was established by the following procurement method: Government Agency.
2. That the contract document consists of all attached documents, and that the order of precedence is established in Attachment B:

B. Governing Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

C. Invoicing and Travel

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
2. That where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract.
3. That invoices shall be submitted to the following e-mail address or FAX number, as provided by the Department:

**E-mail: sheriff_invoices@dor.state.fl.us
or FAX to: 850-921-1344 Attn. Invoice Unit**

D. Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.
2. To retain, at no additional cost to the Department, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon demand and at no additional cost to the Department, the contractor will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(11), F.S., made or received by the contractor in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the contractor's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
3. To permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the contractor which are relevant to this contract; and to interview any clients, employees and subcontractor employees of the contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the contractor a written report of its findings and where appropriate, a request for the contractor to submit a corrective action plan (see subsection III.C.).

4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (Section 20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.
6. To provide a financial and compliance audit to the Department as specified in N/A and to ensure that all related party transactions are disclosed to the auditor.

F. Indemnification

NOTE: Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraphs I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions.

1. To be liable for and indemnify, defend, and hold the Department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the contractor's duty to defend and to indemnify within seven (7) days after notice by the Department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the contractor not liable shall excuse performance of this provision. The contractor shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Department. The Department's failure to notify the contractor of a claim shall not release the contractor from these duties. The contractor shall not be liable for the sole negligent acts of the Department.
3. That it is an independent contractor and not an agent or employee of the Department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s). By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the contractor and the customers to be served under this contract. Within five (5) business days of the execution of this contract, the contractor shall furnish to the contract manager, written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as may be specified in this contract.

H. Confidentiality of Information

To abide by the state legislative and federal policy concerning safeguarding confidential information obtained from state taxpayers, child support recipients, and other sources. By signing this contract contractor acknowledges on behalf of contractor and subcontractors employees, that the policy is understood and that no specific taxpayer or child support information possibly obtained while providing services for the Department, will be released. Contractor also agrees, if requested by the Department, to require contracted and subcontracted personnel assigned to work this contract, to sign an Individual Contractor Security Agreement Form (Attachment G) within five (5) business days of the signing of this contract or hire and to provide the original signed agreement to the contract manager.

1. That disclosure of taxpayer information or information relative to custodial parents - no matter how it was obtained by the Department - including information contained on tax returns, received in phone calls, or any communication is prohibited. A tax return and all information contained on it is confidential. This includes any document submitted to the Department by any person, any amendment or supplement and all supporting schedules, attachments or lists.
2. That disclosure of a taxpayer's or custodial parent's identity, the nature, source, or amount of his/her income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, or any other information about a person obtained by the Department is prohibited. Identity includes the name of a person, his or her mailing address, his or her taxpayer identifying number or social security number, or any combination thereof. Disclosure means making known to any person in any manner whatsoever, the contents of a return, return information, or the identity of a taxpayer or custodial parent.
3. That the Department has an obligation to the taxpayer and custodial parent and a lawful duty to protect the confidentiality of taxpayer and child support information. Taxpayers and custodial parents expect the Department to take the necessary measures to protect their right to privacy. Therefore, each person given access to confidential information must ensure the confidentiality of the information entrusted to the Department and prevent its unauthorized disclosure.
4. THAT IF THERE IS ANY DOUBT OR UNCERTAINTY CONCERNING DISCLOSURE OF TAXPAYER OR CHILD SUPPORT INFORMATION, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should

be directed to the contract manager who will discuss the question with the Department's Office of General Counsel.

5 Pertaining to IRS Tax Return information:

- a. That information available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Department is prohibited.
- b. That the contractor agrees to completely purge tax return data processed during the performance of this contract from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor agrees to safeguard any IRS data remaining in any storage component to prevent unauthorized disclosures.
- c. That any spoilage or any intermediate hard copy printout that may result during the processing of IRS data must be given to the Department. When this is not possible, the contractor is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide Department with a statement containing the date of destruction, description of material destroyed, and the method used.
- d. That no work involving federal tax information furnished under this contract will be subcontracted without prior written approval of the Department and the IRS.
- e. That the contractor must maintain a list of employees authorized to access IRS tax information. Such list is to be submitted to the Department's contract manager annually and, upon request, to the IRS reviewing office.
- f. To safeguard all return information as outlined in Sections 1 through 11 in IRS Publication 1075 (rev. 6/2000) or any subsequent publication.
- g. That the Department retains the right to terminate this contract if the contractor fails to provide the safeguards described above.
- h. That disclosure of tax returns or tax return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, and the costs of prosecution. Unauthorized disclosure of returns or return information may also result in civil damages in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- i. That information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, and the costs of prosecution. Any such unauthorized inspection or disclosure of returns or return information may also result in civil damages in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC Section 7213A and 7431.
- j. That it is incumbent upon the contractor to inform its staff and subcontractors of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Department records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or Department not entitled to receive it, shall be guilty of a misdemeanor and fined up to \$5,000.
- k. That the IRS and Department shall have the right to send its officers and employees into the offices and plants of the contractor or subcontractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be non-compliant with contract safeguards.

I. Assignments and Subcontracts

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void.
2. To be responsible for all work performed and for all products produced pursuant to this contract whether actually furnished by the contractor or its subcontractors. Any subcontracts shall be evidenced by a written document.

The contractor further agrees that the Department shall not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the Department against such claims.

3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the contractor and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the contractor. In the event the State of Florida approves transfer of the contractor's obligations, the contractor remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the contractor or the Department.

J. Return of Funds

To return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the contractor by the Department. In the event that the contractor or its independent auditor discovers that an overpayment has been made, the contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the Department, will notify the contractor by letter of such findings. Should repayment not be made forthwith, the contractor will be charged at the lawful rate of interest on the outstanding balance after Department notification or contractor discovery.

K. Purchasing

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the contractor shall be deemed to be substituted for the Department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (850) 487-3774.
2. To purchase products and services available from the Blind or Handicapped in accordance with Section 413.036(3), F.S. which states: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
3. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.
4. MyFlorida MarketPlace Fee

That the State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement system. Pursuant to section 287.057, Florida Statutes, all vendors wishing to do business in Florida, must register through the MyFloridaMarketPlace website on the internet unless exempt pursuant to 60A-1.032, F.A.C. Additionally, all payments made to a non-exempt vendor shall be assessed a Transaction Fee of one percent (1.0%), which is paid to the State.

For payments made to the contractor through the State's accounting system (FLAIR or its successor), the Transaction Fee shall be, when possible, automatically deducted from the payments to the contractor. If automatic deduction is not possible, the contractor shall pay the Transaction Fee following the process outlined in Rule 60A-1.031(2), F.A.C. This rule requires the contractor to submit reports on a periodic basis which identify payments received from State entities and then to submit payment of the Transaction Fee accordingly. By submission of these reports and corresponding payments, the vendor certifies their correctness. All such reports and payments are subject to audit by the State or its designee.

The contractor shall receive credit for any Transaction Fee paid for the purchase of any item(s) if such item(s) are returned to the contractor through no fault, act, or omission of the contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the contractor in default and recovering re-procurement costs from the contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

L. Non-discrimination Requirements

That the contractor will not discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The contractor further assures that all subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status or sex. This is binding upon the contractor employing fifteen (15) or more individuals.

M. Employment of Illegal Aliens

That unauthorized aliens shall not be employed by the contractor. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Department.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the contractor is a state agency. Neither the contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.
2. That this contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. That the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the contractor, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the contractor, the contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the contractor.

O. Sponsorship

That as required by section 286.25, F.S., if the contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (contractor's name) and the State of Florida, Department of Revenue." If the sponsorship reference is in written material, the words "State of Florida, Department of Revenue" shall appear in the same size letters or type as the name of the organization. Such sponsorship is subject to the prior written approval of the Department.

P. Publicity

That without limitation, the contractor and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the contractor has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the contractor's prospective customers.

Q. Final Invoice

To submit the final invoice for payment to the Department no more than forty five (45) days after the contract ends or is terminated. If the contractor fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports, deliverables and tasks due from the contractor pursuant to this contract and necessary adjustments thereto have been approved by the Department.

R. Lobbying

To comply with the all applicable lobbying regulations, including Sections 11.062 and 216.347, F.S., which limit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

That pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY 2 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Patents, Copyrights, Royalties and Rights to Products

1. That if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the contractor shall refer the discovery or invention to the Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. That in the event that any books, manuals, films, or other copyrightable materials are produced, the contractor shall notify the Department for referral to the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.
3. That the contractor, if not a state agency, shall indemnify, save and hold the Department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the contractor in the performance of this contract.
4. That the Department will provide prompt written notification to the contractor of any claim of copyright or patent infringement as provided in section 286.021, F.S. Further, if such claim is made or is pending, the contractor may, at its option and expense, procure for the Department, the right to continue use of, replace, or modify the article to render it non-infringing. If the contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.
5. That if activities supported by this contract produce writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department do so.

U. Emergency Preparedness

That upon request from the Department, the contractor shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, and an alternative recovery plan that will allow the contractor to continue functioning in compliance with the executed contract in the event of an actual emergency. The Department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such contractor in order to assure implementation of agreed emergency relief provisions.

V. Criminal Background Checks

That the Department reserves the right to request criminal background checks on any contractor staff that has access to DOR information resources or facilities. If the access is apparent to the Department at the inception of the contract, the Contractor will be required to sign Attachment H, Criminal Background Check Requirements. In the event, that the Department did not require the Criminal Background Check at the inception of the contract, but determines the that Criminal Background Check(s) are required at any time during the contract, the contractor agrees to perform and provide the Criminal Background Check information upon written request from the Department.

No later than seven (7) business days after the Contractor is notified in writing by the Department, the contractor must present a list to the DOR Contract Manager of all its employees who will have access to DOR information resources or facilities. The DOR Contract Manager will then designate which employees require a criminal background check.

The criminal history check must be completed for those so designated within 30 days after notification to the Contractor. If the Contractor adds additional employees during the term of the contract that have access to DOR facilities or DOR information resources, the names of those employees must be provided to the Contract Manager within 7 days of beginning work. The Contract Manager will then designate which employees require a criminal background check. The check must be completed within 30 days of notification to the Contractor.

Criminal history checks must be conducted through the state crime bureau in each state where the contract employee indicates residence, employment, education, and /or training over the past ten years. A state crime bureau is the entity, charged by law, responsible for collection, retention, and dissemination of state criminal history records. All criminal history records identified must be provided to DOR for review and acceptance of the records. In the event the records reveal evidence of a crime which is unacceptable, as determined by DOR, the contractor agrees to remove the employee from the worksite and terminate the employee's access to DOR information resources.

Refusal to submit the Criminal Background Check information as required by this contract may result in termination of the contract.

W. ACCESS TO DEPARTMENT INFORMATION RESOURCES AND FACILITIES

1. Granting Access

- a. Any time during the life of the contract, the Contractor may submit a request for specific authorized access to Department information resources and facilities for contractor and agent staff. Resources and facilities to which specific authorized access may be requested include but are not limited to:
 - Office Buildings
 - Restricted Rooms within Office Buildings
 - Restricted Data
 - Department Intranet
 - Department Network
 - Data Management Systems such as FLORIDA, CAMS and Suntax
- b. A list of contractor and agent staff needing access, whether containing one name or more, shall:
 - Be provided in writing to the Department Contract Manager,
 - Contain name, role, telephone number, E-mail address, work location, access desired, justification, and the effective date of the desired access for each person listed; and
 - Be provided at least five (5) business days in advance of the need for access.
- c. Upon receipt of the list, the Department Contract Manager will determine the appropriateness of each access request and work with the Contractor to obtain the appropriate accesses.
- d. Contractor and agent staff may be required to sign Department or other agency security forms to gain access. Additionally, staff may be required to view security videos, take on-line or instructor-led training, and review Department policies.
- e. **Until access is formally granted and written confirmation is provided to the Contractor by the Department Contract Manager, Contractor and agent staff are prohibited from accessing any Department information resources or facilities without Department staff supervision.**
- f. Contractor or agent staff must not share user names, passwords, or security devices for access to Department information resources or facilities. The Department will terminate the staff's authorized access and may initiate other contractual remedies if sharing occurs.

2. Changing and Terminating Access

- a. For Contractor and agent staff having specific authorized access to Department information resources and facilities, the Contractor must notify the Department Contract Manager, in writing, no less than five (5) business days in advance of any one of the following changes:
 - Separation,
 - Termination,
 - Reassignment to another project, or
 - Change in the type of access required.
- b. Notification shall include name, role, telephone number, E-mail address, nature of the change and effective date of change. Changes to access type must also include a justification for the change.

- c. Changes to the type and frequency of the access may require contractor and agent staff to sign new or amended Department or other agency security forms, to view security videos or to review Department policies.
 - d. For separated, terminated or reassigned staff, the Contractor is responsible for completing and submitting the following to the Department Contract Manager on or before the effective date of the change:
 - returning all security identification and access devices; and
 - obtaining written acknowledgement stating they understand they remain subject to the confidentiality provisions of this contract, specifically but not limited to, Section I.H.
3. Access Update
- a. The Contractor shall provide to Department Contract Manager on a monthly basis, an updated list of contractor and agent staff having been granted access to Department information resources and facilities.
 - b. Additionally, the Department may request the Contractor to provide an updated list of persons having access to Department information resources or facilities. This list shall be provided within two (2) business days of request.
 - c. The list shall contain at a minimum, name, role, telephone number, E-mail address, work location, accesses and the date each access was granted.

II. THE DEPARTMENT AGREES:**A. Contract Amount**

To pay for contracted commodities and services according to the terms and conditions of this contract in an amount not to exceed \$35,700.00 over the initial three year contract period subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

That pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care contractors for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount.

Payments to health care contractors for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a contractor due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the contractor requests payment.

C. Vendor Ombudsman

That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

III. THE CONTRACTOR AND DEPARTMENT MUTUALLY AGREE:**A. Effective and Ending Dates**

That this contract shall begin on July 1, 2008, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern Time, on June 30, 2011. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

B. Contract Renewal

That in accordance with Florida Statutes and upon mutual agreement, the Department and the contractor may renew the contract, in whole or in part, for a period that may not exceed three (3) years or the term of the contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds for this contract. For this contract, there shall be three (3) one (1) year optional renewal periods.

C. Corrective Action Plan

1. That should the Department identify any deficiency based on contract requirements, which the Department, in its sole discretion, deems to be of significant magnitude, the Department may notify the contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Department requiring submission of a CAP. The CAP shall be sent to the CSE contract manager for review approval determination.
3. That the Department shall notify the contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Department shall provide a written statement identifying in reasonable detail, why the Department believes the CAP will not result in correction of the cited deficiencies. The contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. That upon acceptance of the CAP, the contractor shall have, at the discretion of the Department, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the

Department does not guarantee the implementation will result in elimination of future deficiencies.

- 5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Department's contract manager.
- 6. That the contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the contract, pursuant to the termination provisions set forth in this contract. The Department reserves the right to exercise other remedies as permitted by law.

D Termination

- 1. That this contract may be terminated by the Department without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
- 2. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the contractor. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed.
- 3. That this contract may be terminated for the contractor's non-performance upon no less than twenty-four (24) hours notice in writing to the contractor. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
- 4. That failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a contractor under this provision, the contractor must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.
- 5. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the contractor responsible for administration of the program as appropriate.

E. Renegotiations or Modifications

- 1. That modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.
- 2. That the parties agree to renegotiate this contract if federal and/or state revisions of any applicable laws, or regulations make changes in this contract necessary.

F. Notice

That any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the Department to the representative of the contractor responsible for administration of the program, at the designated address indicated in III.G.3 and by the contractor, to the Department's Contract Manager indicated in III.G.4.

G. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

- 1. The contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

- 2. The name of the contractor's contact person and street address where financial and administrative records are maintained is:

3. The name, address, and telephone number of the representative of the contractor responsible for administration of the program under this contract is:

4. The name, address, and telephone number of the contract manager for the Department for this contract is:

Martin Ehlen
Florida Department of Revenue
Child Support Enforcement Program
Contract Management
4070 Esplanade Way
Tallahassee, FL 32399-3150
ehlenm@dor.state.fl.us
850/487-6790
Fax: 850/921-1344

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

H. All Terms and Conditions Included

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this contract which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒)):

Contractor: ☒ Indicates the attachment applies to this contract. Initial below where checked to verify acknowledgment.		Attachment #	Attachment Title
Contractor initial	Department initial		
X		Attachment A	Scope of Work/Additional Provisions
X		Attachment B	Order of Precedence (and Contract Content)
X		Attachment C(1)	Required Certifications (Non-Attorney)
		Attachment C(2)	Required Certifications (Attorney)
X		Attachment D	Additional Provisions for Federally Funded Contracts
X		Attachment E	Certification Regarding Debarment, Suspensions
X		Attachment F	Certification Regarding Lobbying
		Attachment G	Individual Contractor Security Agreement Form
		Attachment H	Criminal Background Check Requirements

<input type="checkbox"/>			Attachment I	Compliance with the Florida Single Audit Act (Property Appraiser)
<input type="checkbox"/>			Attachment J	Access to Department Information Resources and Facilities
<input type="checkbox"/>			Attachment K	Other - See attachment for details
<input type="checkbox"/>			Attachment L	Other - See attachment for details
<input type="checkbox"/>			Attachment M	Other - See attachment for details

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.H. above.

IN WITNESS THEREOF, the parties hereto have caused this thirteenth page of the contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

Columbia Board of County Commissioners

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Contractor MFMP Vendor #
(Federal EID # or SSN
and MFMP Extension): _____

FLORIDA DEPARTMENT OF REVENUE

SIGNED

BY: _____

NAME: Nancy L. Kelley

TITLE: Director, Administrative Services
Program

DATE: _____

FLORIDA DEPARTMENT OF REVENUE
Office of the General Counsel

Approved as to form and legal content

Attachment A

Scope of Work/Additional Provisions

A. General Provisions

1. The sheriff shall promptly attempt service pursuant to Section 30.231, Florida Statutes, on all Title IV-D Child Support Enforcement actions that are referred by the Department, or its designee.
2. The sheriff is to maintain sufficient staff, facilities and equipment to deliver the agreed upon services or to notify the Department 30 days in advance whenever the sheriff is unable, or is going to be unable, to provide the required quality or quantity of services.
3. Under the provisions of the law and the terms of this contract, the service provided by the sheriff includes:
 - a. Personal Service [substitute service is permissible, excluding other parties in the case, see Section 48.031 (2)(a) F.S.]
 - b. Service of Subpoena, except witness subpoenas
 - c. Execute on Writ of Bodily Attachment
4. Subject to the terms and the provisions of 45 C.F.R., Part 74, the Department shall reimburse the county for expenditures made in accordance with the established Federal Financial Participation (FFP) rate, as stipulated in this contract, subject to the availability of funds and any related federal and/or state legislated changes.

B. Service of Process Provisions

1. Manner of Service

- a. The sheriff shall attempt to promptly obtain child support summons, and thereafter serve process within seven (7) calendar days of receipt of the request. If process is not served on the first attempt, the sheriff shall make a minimum of two additional attempts to serve process within twenty-one (21) calendar days after receipt.
- b. Given the critical issue of effective and timely service of process, it is incumbent upon the sheriff to attempt to serve a respondent at any address necessary to effect service. These attempts should include, but are not limited to, serving a respondent during employment hours at the respondent's place of employment, outside employment hours at the respondent's residence, or at any other additional address(es), when multiple addresses are provided by the Department or some other source. To effect a successful service, the sheriff should attempt service at as many of the addresses provided and at different time intervals.

The Sheriff shall determine the most appropriate time to attempt service and such attempts may include nights or weekends.

c. (1) Within seven (7) calendar days of successful service, the sheriff shall provide the Department, or its designee (to be provided by CSE in written form to the Sheriff), a **copy** of the sheriff's return indicating service has been perfected and the address at which it was perfected as well as any other information listed in Attachment A, Exhibit 4.

(2) Within seven (7) calendar days of successful service, the sheriff shall provide the Clerk of Court the **original** documents indicating service has been perfected and the address at which it was perfected as well as any other information listed in Attachment A, Exhibit 4.

d. (1) Within seven (7) calendar days of the final attempt in an unsuccessful service, the sheriff shall provide the Department, or its designee (to be provided by CSE in written form to the Sheriff), a copy of the sheriff's return indicating service has not been perfected and specifically state on the service return form the reason(s) for lack of service for each address attempted as well as any other information listed in Attachment A, Exhibit 4.

(2) Within seven (7) calendar days of the final attempt in an unsuccessful service, the sheriff shall provide the Clerk of Court the original documents indicating service has not been perfected and specifically state on the service return form the reason(s) for lack of service for each address attempted as well as any other information listed in Attachment A, Exhibit 4.

(3) If the location information on the request is erroneous, the Sheriff shall return the request to the issuing office within seven (7) calendar days of the last attempt. Failure to serve at the address(es) provided does not excuse the sheriff from the duty to exercise due diligence in locating the person to be served.

e. If the court orders the person served to pay the service of process, the payment shall be directed to the county which will retain the prevailing local match rate (34%) of the payment. The remaining match rate (66%) should be used to reduce the total bill to the Department for the month in which the person served actually made the payment. The invoice must show the names of all persons served who made payments so that cost records can be updated by the Child Support Enforcement Program.

2. Method of Payment

a. Only one request for payment shall be submitted for each original service document. The forms in Attachment A, Exhibits 1-3, shall be used to send your request for payment for services to the Department. These forms shall be submitted electronically and attached to an email, or they may be FAXED until there exists electronic processing functionality, and each monthly invoice shall include an authorized signature certifying that service of process has been attempted and/or executed. The forms have been supplied to the appropriate board or sheriff's office in Microsoft Excel format, and shall be sent each month after completion to:

**E-mail: sheriff_invoices@dor.state.fl.us
or FAX to: (850) 921-1344 Attn. Invoice Unit**

The invoice for payment shall be received by the Department within 45 days after the end of the month in which services are rendered.

b. The county will be reimbursed for successful service on judicial and administrative summons at the prevailing rate of Federal Financial Participation, 66% of the \$20.00 fee (\$13.20) for original service in Title IV-D cases.

c. Additional fees may be paid for alias and pluries documents when service was not perfected on the original documents in that county by that sheriff. "Alias" is defined as the second document issued subsequent to the original document which is for the same person in the same county and the same cause of action as the original. "Pluries" is defined as the third or subsequent document issued to the alias document which is for the same person in the same county and the same cause of action as the original. Should the person, county or cause of action cited in the alias or pluries differ from the original request, it shall be considered a new request.

C. Writ of Bodily Attachment Provisions

1. Manner of Service

a. The sheriff shall attempt to execute a writ within seven (7) calendar days of receipt of the request. If a writ is not executed on the first attempt, the sheriff shall make a minimum of two additional attempts to execute the writ within twenty-one (21) calendar days after receipt.

b. Given the critical issue of effective and timely execution of writs, it is incumbent upon the sheriff to attempt to execute a writ on a respondent at any address necessary to execute the writ. These attempts should include, but are not limited to, serving a respondent during employment hours at the respondent's place of employment, outside employment hours at the respondent's residence, or at any other additional address(es), when multiple addresses are provided by the Department or some other source. To effect a successful writ execution, the sheriff shall attempt execution at as many of the addresses provided and at different time intervals.

The Sheriff shall determine the most appropriate time to attempt service and such attempts may include nights or weekends. After the service is executed it shall be entered into the FCIC within three (3) business days.

c. (1) Within seven (7) calendar days of successful execution of a writ, the sheriff shall provide the Department, or its designee (to be provided by CSE in written form to the Sheriff), a copy of the sheriff's return indicating that the writ has been executed and the address at which it was executed.

(2) Within seven (7) calendar days of successful execution of a writ, the sheriff shall provide the Clerk of Court the original documents indicating the writ has been executed and the address at which it was executed.

Failure to execute the writ at the address(es) provided does not excuse the sheriff from the duty to exercise due diligence in locating the person to be served.

d. Since the respondent is required to carry the purge payment receipt for 30 days, the sheriff should establish, audit and monitor a procedure that will ensure removal, within thirty (30) calendar days, of all completed or rescinded writs from the Florida Crime Information Center (FCIC) telecommunications system, per Section 61.11(2)(e), F.S.

e. If the court orders the person served to pay the writ of bodily attachment fee, the payment shall be directed to the county who will retain the prevailing local match rate (34%) of the payment. The remaining match rate (66%) should be used to reduce the total bill to the Department for the month in which the person served actually made the payment. The invoice must show the names of all persons served who made payments so that cost records can be updated by the Child Support Enforcement Program.

2. Method of Payment

a. Only one request for payment shall be submitted for each writ of bodily attachment document. The forms in Attachment A, Exhibits 1-3, shall be used to send your request for payment for the writs of bodily attachment to the Department. These forms shall be submitted electronically and attached to an email or they may be FAXED until there exists electronic processing functionality, and each monthly invoice shall include an authorized signature certifying that writs of bodily attachment have been attempted and/or executed. The forms have been supplied to the appropriate board or sheriff's office in Microsoft Excel format, and shall be sent each month after completion to:

**E-mail: sheriff_invoices@dor.state.fl.us
or FAX: 850-921-1344 Attn. Invoice Unit**

The invoice for payment shall be received by the Department within 45 days after the end of the month in which services are rendered.

b. The county will be reimbursed for successful judicial and administrative writs of bodily attachment at the prevailing rate of Federal Financial Participation, 66% of the \$70.00 fee (\$46.20) for a writ of bodily attachment.

D. Special Provisions

1. Area of Service

The services required of the Sheriff pursuant to this contract shall be provided in the County shown on page one of this contract.

2. Modification of contract due to a change in Federal Financial Participation

In the event Federal Financial Participation funding is changed during the term of this contract, all parties agree that reimbursement by the Department shall be at the new prevailing rate. Notification of the change of Federal Financial Participation and its effective date will be reduced to writing and said notification shall be attached to the original contract.

3. Service to be Performed by the Department

a. To clearly identify all Title IV-D child support enforcement cases referred to the sheriff for which service or writ of bodily attachment is requested.

b. To provide directly to the sheriff the best known address(es) where the person may be served or the writ executed.

4. Modification of Contract due to Statutory Fee Changes

In the event that the service fee and/or writ of bodily attachment fee is changed during the term of the contract, all parties agree that reimbursement by the Department shall be made at the new statutory fee upon effective date as required by the statute. A copy of the statutory change and its effective date shall be attached to the original contract.

5. Photographic images provided by the Department

Photographic images provided by the Department are only for use with service of process and writs, as specified in section 322.142, Florida Statutes (2006).

This information is considered privileged and confidential. Any disclosure, distribution, or copying of this photographic image, or the information in it, is strictly prohibited.

Upon completion of service or writ activities, the photographic image(s) must be destroyed by:

- a. Shredding to effect 5/16-inch wide or smaller,
- b. Burning (ensuring that all pages are fully consumed),
- c. Rendering unreadable and unreconstructable.

If your office is not equipped to destroy the image as required, for proper destruction return it by Mail (certified, return receipt requested) or by courier/messenger service to either the child support office associated with the service or writ request, or to the DOR/CSE address shown above.

Attachment A, Exhibit 1

Invoice

To: DOR/CSE
 Contract Management Office
 Invoice Section
 P.O. Box 8030
 Tallahassee, Florida
 32314-8030

Date: _____

County	Payment Address:
Contract Number	
Month/Year of Service MM/YY	

Total # Service of Process	Rate	Gross Amount	Reimbursement Rate 66%	Reimbursement Amount
	\$20.00	\$0.00	66%	\$0.00
Service of Process Adjustments				
	(\$20.00)	\$0.00	66%	\$0.00
Service of Process Subtotal				\$0.00

Total # of Writs	Rate	Gross Amount	Reimbursement Rate 66%	Reimbursement Amount
	\$70.00	\$0.00	66%	\$0.00
Writ Adjustments				
	(\$70.00)	\$0.00	66%	\$0.00
Writ Subtotal				\$0.00

Invoice Total Reimbursement	\$0.00
------------------------------------	---------------

I certify the information above is true and correct.

Certifying Official _____
 Signature

_____ Date

To : Operational Accounting

The above charges have been reviewed and are approved for payment.

Amount approved. \$ _____

Date approved. _____

Approval Certification. _____

An electronic version of this spreadsheet in Excel was sent by e-mail and can be provided again upon request.

Attachment A, Exhibit 2
Invoice Summary Form Instructions

Instructions:

1. The vendor completes the light blue* areas.
 - a. Date
 - b. County
 - c. Contract Number
 - d. Month/Year of Service
 - e. Total # of Service of Process
 - f. Service of Process Adjustments
 - g. Total # of Writs
 - h. Writ Adjustments
 - i. Vendor Certifying Official
 - j. Date

2. The light green* areas are calculated.
 - a. Gross and Reimbursement Amounts
 - b. Service of Process Subtotal
 - c. Writ Subtotal
 - d. Invoice Total Reimbursement

3. The tan* areas are completed by CSE to validate payment.
 - a. Amount approved.
 - b. Date approved.
 - c. Approval Certification.

***Color coding is intended for electronic Micro Soft Excel spreadsheet reference. The monthly Invoice Form has previously been provided for use. Electronic files containing Attachment A Exhibit 1, 2, 3, and 4 have been e-mailed to the board or sheriff's office. Please note that most Florida counties are using Attachment A Exhibit 1, as shown above.**

Attachment A, Exhibit 4

**DOCUMENTATION FOR SUCCESSFUL AND UNSUCCESSFUL
SERVICE OF PROCESS ATTEMPTS**

ALL RETURNS SHOULD INCLUDE:

- A. The full names of both CP and NCP and the case number.
- B. Complete addresses for all attempts for service.
- C. Date and time for all attempts for service.
- D. All reasons for non-service attempts.
- E. Indication of manner of service return, i.e.: personal service or substitute, if substitute, the relationship of substitute.
- F. A list of all documents served on the NCP.

Attachment C(1)

Required Certifications – Non-Attorney

I, _____ as an authorized representative of the contractor certify that

1. Statement of No Involvement

Neither I nor any person having interest in this firm has been awarded a contract by the Department of Revenue on a noncompetitive basis to:

- a. develop this solicitation packet;
- b. perform a feasibility study concerning the scope of work contained in this offer; or
- c. develop a program similar to what is contained in this offer.

2. Agreement to the Contract Terms and Conditions

I have authority to execute a binding contract on behalf of the contractor and agree to the conditions and the terms of the contract contained in the solicitation.

3. Contract Cancellation or Failure to have Contract Renewed

Neither I nor the firm has had a contract canceled nor have I nor the firm failed to have a contract renewed by any governmental agency based on substandard or lack of performance.

If the prospective contractor is unable to certify to any of these statements in the certification regarding contract cancellation and renewal, such prospective contractor shall attach an explanation.

4. Child Support Obligations

I, _____, as an authorized representative of the contractor, certify that I and all staff in my firm assigned to this contract are, to the best of my knowledge, current and will remain current with respect to any and all court ordered child support obligations, including medical child support. I further certify that individuals, who are not current with respect to any and all court ordered child support obligations, including medical child support, will not be hired to work on this contract.

5. Compliance with State and Federal Tax Laws

I, _____, as an authorized representative of the contractor, certify that I, all staff in my firm assigned to this contract, and the firm, are, to the best of my knowledge, in compliance with all state and federal tax laws, and shall remain in compliance throughout the term of this contract. I further certify that individuals who are not in compliance with all state and federal tax laws will not be hired to work on this contract.

By: _____

Date: _____

Signature

Attachment D

Additional Provisions for Federally Funded Contracts

1. The contractor shall comply with the provisions of 45 C.F.R., Parts 74 and 76, and/or 45 C.F.R., Part 92, and other applicable regulations as specified in this contract.
2. If this contract is valued at greater than \$100,000, the contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857(h), et seq.), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368, et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R., Part 15). The contractor shall report any violations of the above to the contract manager.
3. If this contract contains federal funding in excess of \$100,000, the contractor must, prior to contract execution, complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts (Attachment E) and the Certification Regarding Lobbying form (Attachment F). If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
4. The CFDA number(s) is 93.563.
5. Pursuant to Federal regulations at 45 CFR 95.617, the Department shall "have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation."
The Federal Department of Health and Human Services, Administration for Children and Families, "reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.
6. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 CFR, Section 92.36(i)(10), shall be allowed full access to and the right to examine any of the contractor's contracts and related records and documents, regardless of the form in which kept.
7. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature with matching funds made available by the Federal government.
8. If checked, the following also applies:
 1. The contractor shall be considered a sub-recipient of federal program funds under all requirements of this Contract. The contractor will be subject to audit requirements under Federal OMB Circular A-133 and other state and federal laws and regulations.
 2. An annual audit of the contractor shall be performed by a certified public accounting firm. Said audit shall be provided to the department within fifteen (15) business days after receipt of the report from the auditing

By: _____

Date: _____

Signature

Attachment E

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Contracts/Subcontracts

Pursuant to 45 C.F.R., Part 76, this certification is required by federal regulations.

1. Each contractor whose contract/subcontract contains federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, contractors who audit federal programs must also sign, regardless of the contract amount.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The contractor shall provide immediate written notice to the contract manager at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, (52 Fed. Reg., pp. 20360-20369). You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The contractor agrees that by submitting this certification it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The contractor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment contains federal monies, to submit a signed copy of this certification.
7. The Department may rely upon a certification of a contractor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

- (1) The contractor certifies, by signing this certification, that neither the contractor and the contractor's principals:
 - (A) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal Department or agency;
 - (B) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (C) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph B of this certification; and,
 - (D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the contractor is unable to certify to any of the statements in this certification, such contractor shall attach an explanation to this certification.

By: _____

Date: _____

Signature

Attachment F

Certification Regarding Lobbying
For Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____

Date: _____

Signature

Attachment A Invoice

To: DOR/CSE
Contract Management Office
Invoice Section
P.O. Box 8030
Tallahassee, Florida
32314-8030

Date: _____

County _____ Payment Address: _____
 Contract Number _____
 Month/Year of Service MM/YY _____

Total # Service of Process	Rate	Gross Amount	Reimbursement Rate 66%	Reimbursement Amount
	\$20.00	\$0.00	66%	\$0.00
Service of Process Adjustments				
	(\$20.00)	\$0.00	66%	\$0.00
Service of Process Subtotal				\$0.00

Total # of Writs	Rate	Gross Amount	Reimbursement Rate 66%	Reimbursement Amount
	\$70.00	\$0.00	66%	\$0.00
Writ Adjustments				
	(\$70.00)	\$0.00	66%	\$0.00
Writ Subtotal				\$0.00
Invoice Total Reimbursement				\$0.00

I certify the information above is true and correct.

Vendor Certifying Official _____
Signature

_____ Date

Contact Person Name: _____

Contact Number: _____

To : **Operational Accounting**

The above charges have been reviewed and are approved for payment.

Amount approved. \$ _____

Date approved. _____

Approval Certification. _____

Attachment A, Exhibit 4

DOCUMENTATION FOR SUCCESSFUL AND UNSUCCESSFUL SERVICE OF PROCESS ATTEMPTS

ALL RETURNS SHOULD INCLUDE:

- A. The full names of both CP and NCP and the case number.
- B. Complete addresses for all attempts for service.
- C. Date and time for all attempts for service.
- D. All reasons for non-service attempts.
- E. Indication of manner of service return, i.e.: personal service or substitute, if substitute, the relationship of substitute.
- F. A list of all documents served on the NCP.

#10

REQUEST FOR ROADSIDE MEMORIAL MARKERS

Date: 4-21-08

LOCATION:

COUNTY ROAD NAME STATE'S WELCOME

AT INTERSECTION (IF APPLICABLE) _____

MILES FROM CLOSEST INTERSECTION _____

NEAREST LANDMARK 500' NORTH OF CREEK ROAD ENTRANCE

DIRECTION (N,S,E,W) _____

REQUESTOR:

NAME ZOLTAN SZABO

ADDRESS 140 SW LUCY CRT.

CITY LAKE CITY, FLORIDA 32025.

DATE OF ACCIDENT 1-22-02

PHONE 904-334-2114

RELATIONSHIP TO DECEASED FATHER

MARKER CURRENTLY EXISTS NO

DISPOSITION: NO STORE AT MAINTENANCE YARD

YES DISPOSE OF AT FAMILY'S REQUEST

DECEASED:

ZOLTAN STEVE SZABO

IF REQUESTED, NAME WANTED
WANTED ON MARKER:

REQUEST FOR ROADSIDE MEMORIAL MARKERS
---ONE YEAR RENEWAL---

Date: APRIL 21 2021

LOCATION:

COUNTY ROAD NAME: WINTERS WELLS RD

REQUESTOR:

DECEASED:

NAME EULTAN S. ZABO

EULTAN S. ZABO

ID #	DIS	OLD NAME	OLD SUFFIX	OLD DRIVING DIRECTIONS	PREFIX	NEW ROAD NAME	NEW SUFFIX	NEW DRIVING DIRECTIONS	LOCATION	S-T-R
3316 2	JEWEL	CT		47S, R HERLONG, L TREASURE LN (BEFORE DREW FEAGLE), L JEWEL CT	SW	JEWEL (PRIVATE RD) (PENDING BCCA)	CT	S SR47, R SW HERLONG ST, L SW TREASURE LN, L SW JEWEL CT (HERLONG JUNCTION S/D)	RUNS FROM TREASURE LN SOUTH TO DEADEND	7-89- 18
3315 2	TREASURE	LN		47S, R HERLONG, L TREASURE LN (BEFORE DREW FEAGLE)	SW	TREASURE (PRIVATE RD) (PENDING BCCA)	LN	S SR47, R SW HERLONG ST, L SW TREASURE LN (HERLONG JUNCTION S/D)	RUNS FROM HERLONG WEST TO DEADEND	07-85- 18

#11

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
UTILITY PERMIT

#12

(HGSP 704781067)

Date: 4/17/08, Permit No. _____ County Road CR 138 Section No. 25, 30

Permittee Windstream Florida, Inc.

ATTN: OSP Engineering

Address 206 White Ave. S.E. Live Oak, FL 32064 Telephone Number 386-462-6521

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain PLACE A BURIED FIBER CABLE AT A DEPTH OF 30" MIN.
T7S, R17E, SEC.33; T7S, R16E, SEC25

FROM: SW BOBCAT DR. TO: EAST OF SW SPIRIT AVE

Submitted for the Utility Owner by: Carl Steven Smith
Supervisor-OSP Engineering Carl Steven Smith 4/17/08
Typed Name & Title Signature (sm) 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 show on the plans attached hereto and made a part of this application. Proposed work is within corporate limits of Municipality: YES () NO (X). If YES: LAKE CITY () FORT WHITE (). A letter of notification was mailed on 4/17/08 to the following utility owners CLAY ELECTRIC

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 Hoyle Crowder, located at Lake City Telephone Number 386-752-5955. The PERMITTEE's employee responsible for Maintenance of Traffic is _____ Telephone Number 386-963-3413 (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 30 days after issuance of permit, and shall be completed within 30 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 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 the permit, this permit is 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 placing 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, at 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.

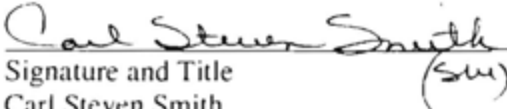
11. Special instructions: Minimum cover of thirty inches (30") will be required at all locations. Columbia County will not be financially responsible for any damage to facilities with less than thirty inch (30") cover. Cables shall not be located within driveway ditches.

12. Additional Stipulations: _____

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

Submitted By: WINDSTREAM _____
Permittee

Place Corporate Seal


Signature and Title
Carl Steven Smith
Supervisor-OSP Engineering

Attested

Utilities Permit
Page Three
Revised: 6/22/01

Recommended for Approval:

Signature: Stacy Pennington

Title : Public Works Dir.

Date : 4/18/03

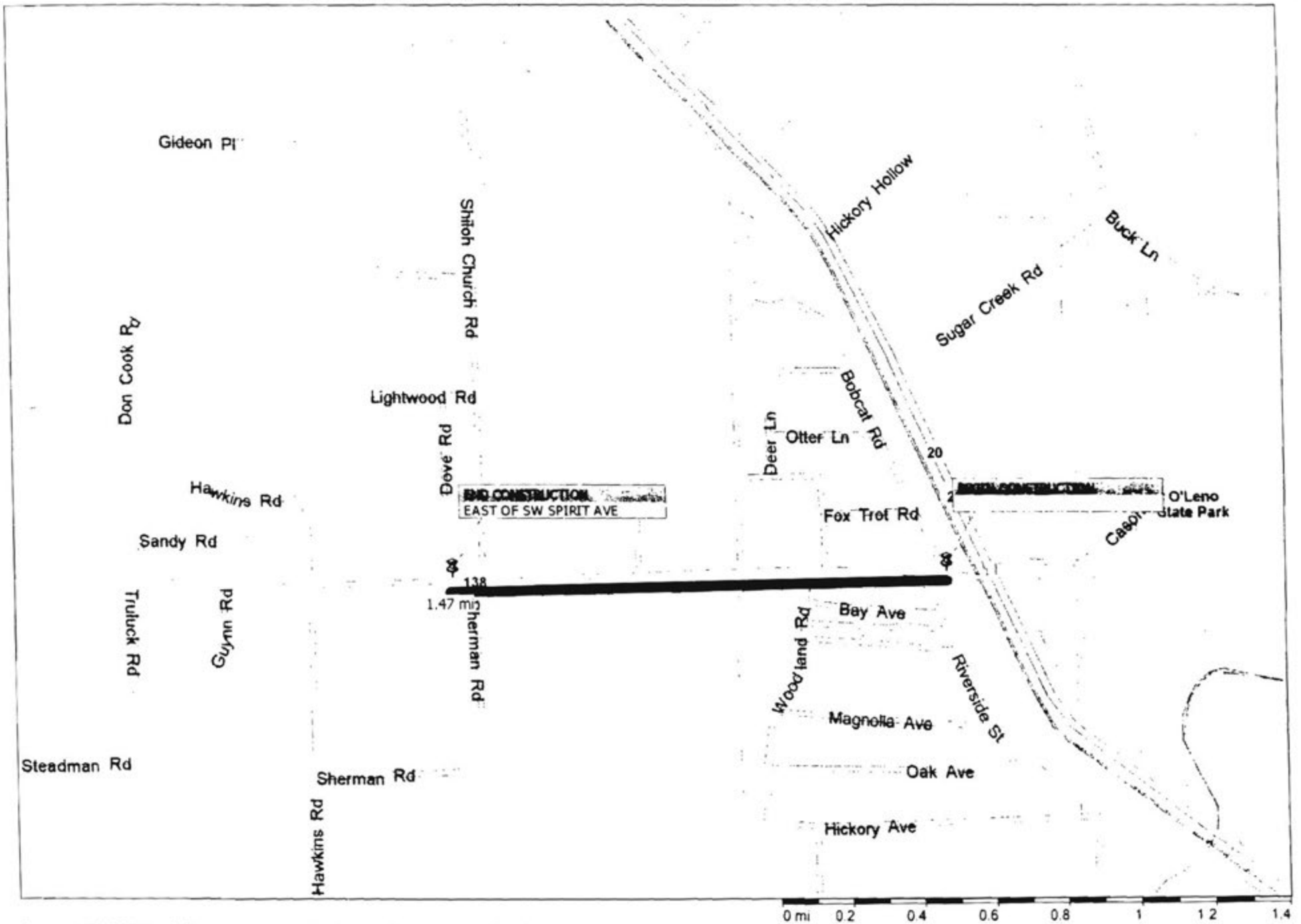
Approval by Board of County Commissioners, Columbia County Florida

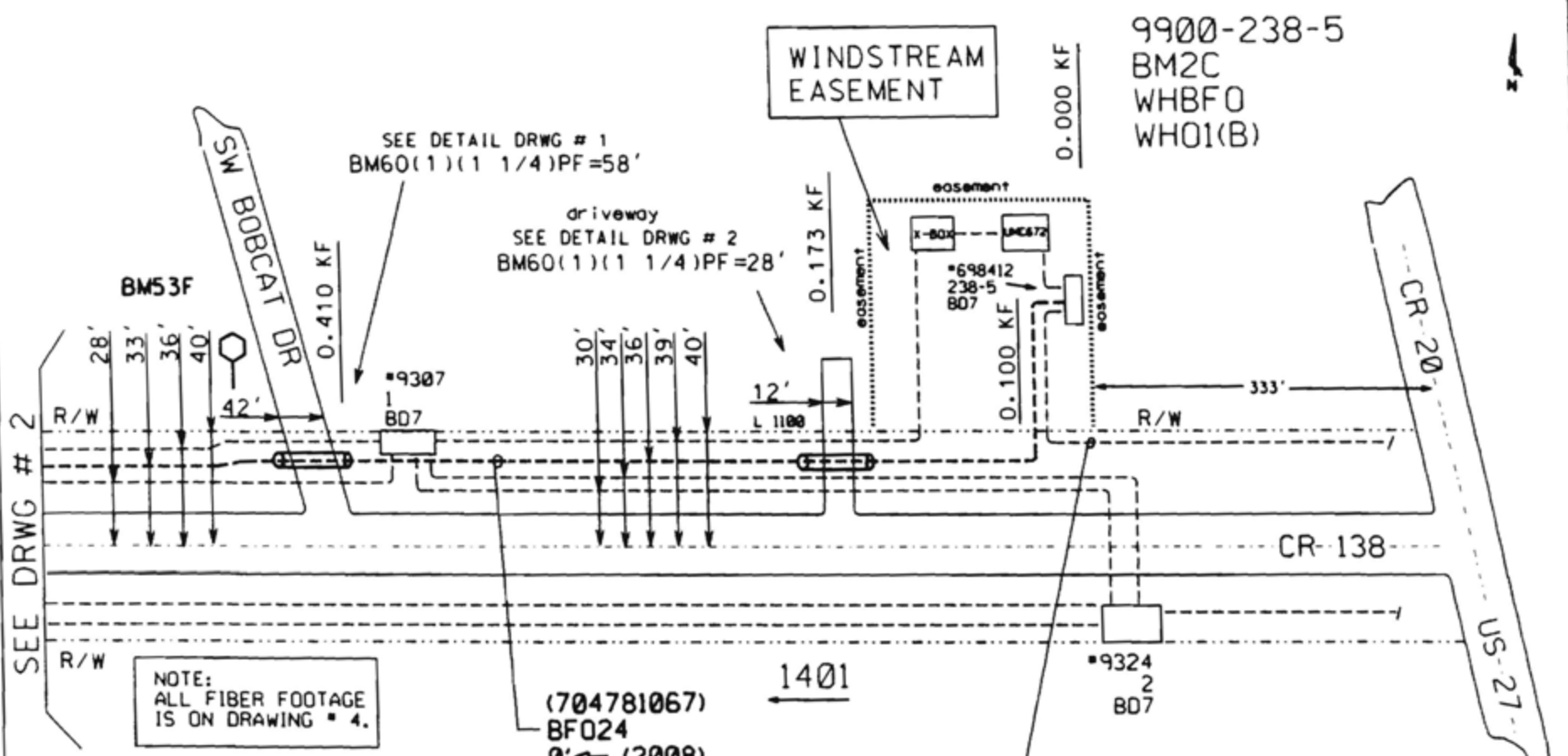
YES () NO ()

Date Approved: _____

Chairman's Signature: _____

COLUMBIA COUNTY PERMIT REQUEST HGSP704781067





9900-238-5
 BM2C
 WHBFO
 WHO1(B)

NOTE:
 ALL FIBER FOOTAGE
 IS ON DRAWING # 4.

(704781067)
 BF024
 0' ← (2008)
 FSASS:25-48

#698418
 BF024-31 SINGLE MODE
 548' (2007) →
 FSASS:1-4
 FHG01:5-8
 XD:9-24

SEE DRWG # 2

Fiber Designate and count's per Ken Radcliffe e-mail 3-26-08
 Fiber from SASS to RUMM : FSASS.25-48
 Use SASS.25-28 or fiber 1-4 of new fiber to RUMM
 Fiber from RUMM to FRYR: FRUMM.1-24
 Use RUMM.1-4 or fiber 1-4 of new fiber to FRYR
 We will use the same four physical fiber from
 SASS to RUMM to FRYR

BF024	
CO24(F)	
BM53FFL	
BM1(1)(1 1/4)PF	
HO1(B)	
BM2C	

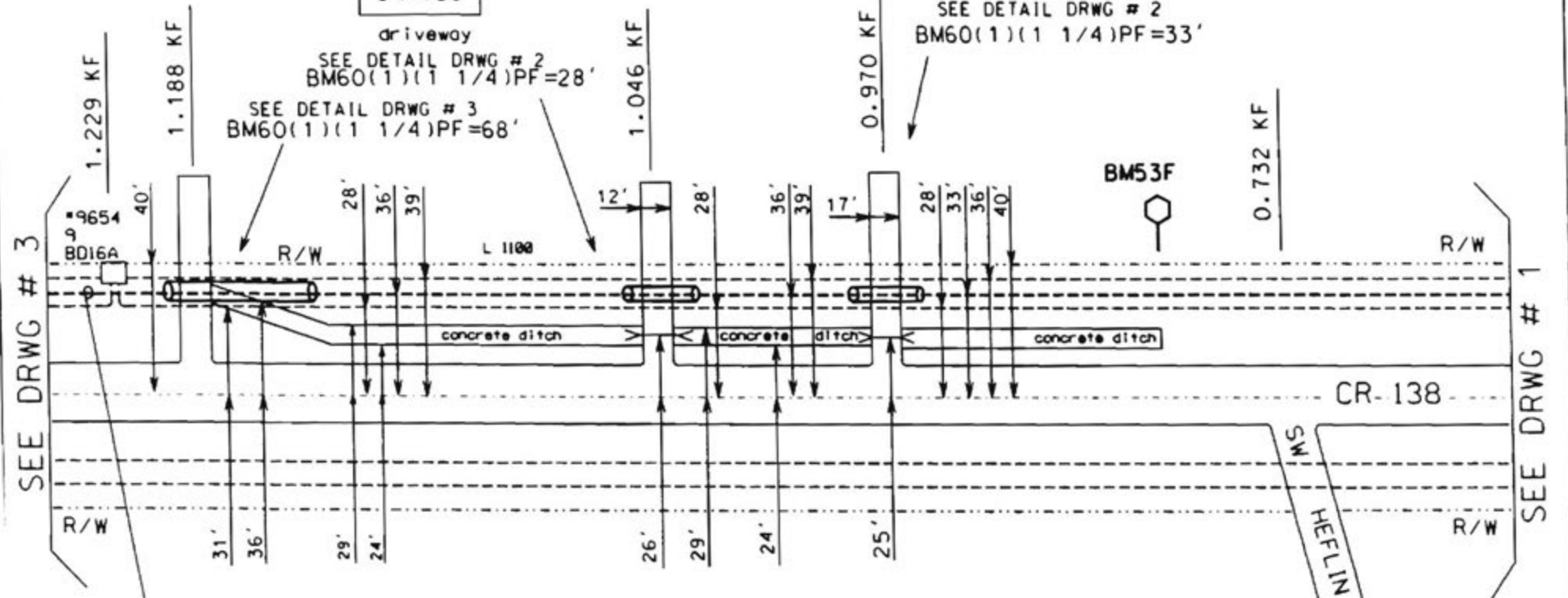
WINDSTREAM FLORIDA	
SPECIFIC Work Order	704781067
ENGINEERED BY:	STEVE SMITH
EXCHANGE	WOSP 454
DISTRICT	ALCH/MLRS
DATE	03/14/2008
REVISION DATE	
DRAWN BY SA	
P.O. BOX 560	LIVE OAK, FLORIDA 32080

SEE DRWG # 3

SEE DRWG # 1

359
CR 138

319
CR 138



(704781067)
BF024
0' ← (2008)
FSASS:25-48

1401

BF024	
CD24(E)	
BM53FFL	
BM1(1)(1 1/4)PF	
HO1(B)	
BM2C	

WINDSTREAM FLORIDA	
SPCIFIC Work Order	704781067
ENGINEERED BY:	STEVE SMITH
EXCHANGE	HGSP 154
DISTRICT	ALCH/MLRS
DATE	03/10/2008
REVISION	
DATE	
DRAWN BY	EA
REVISOR	
DATE	
P.O. BOX 560	LIVE OAK, FLORIDA 32060

523
CR 138

439
CR 138

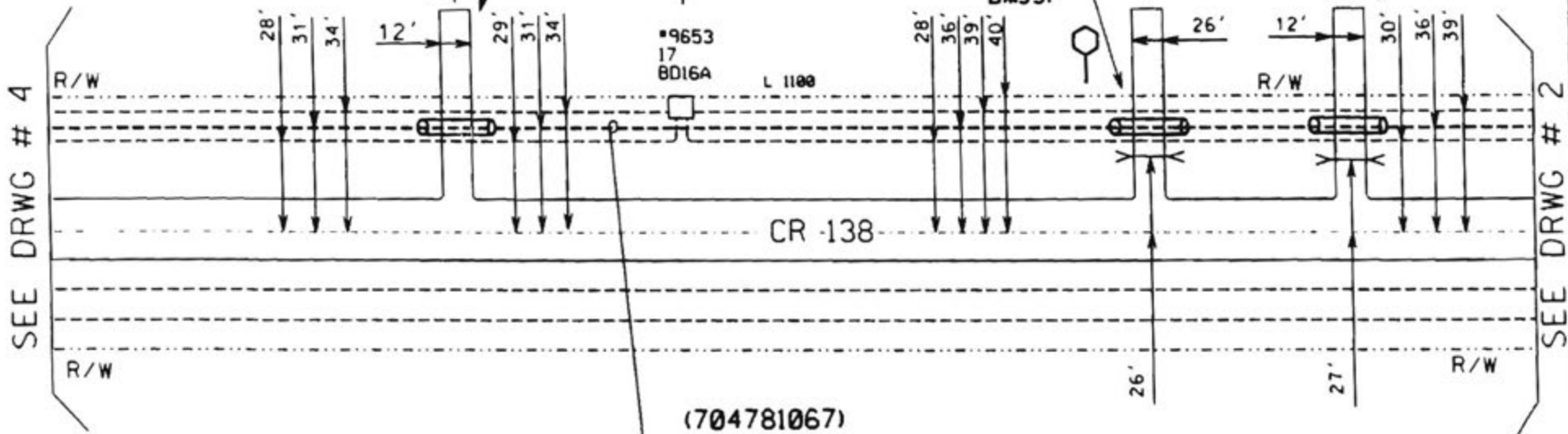
399
CR 138



driveway
SEE DETAIL DRWG # 2
BM60(1)(1 1/4)PF=28'

driveway
SEE DETAIL DRWG # 2
BM60(1)(1 1/4)PF=42'

driveway
SEE DETAIL DRWG # 2
BM60(1)(1 1/4)PF=28'



SEE DRWG # 4

SEE DRWG # 2

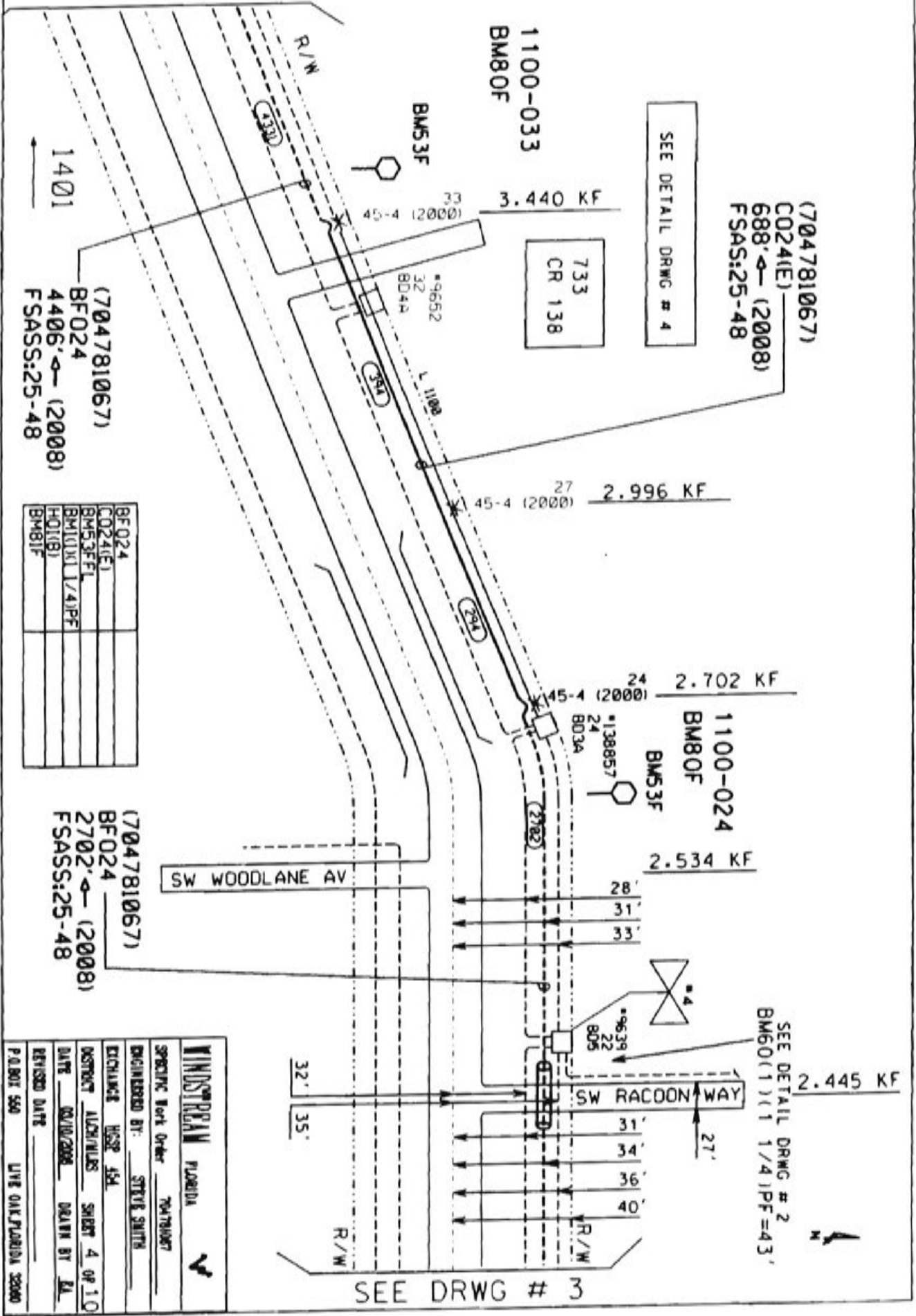
(704781067)
BF024
0' ← (2008)
FSASS:25-48

1401
←

BF024	
CO24(E)	
BM53FFL	
BM(1)(1 1/4)PF	
HO1(B)	
BM2C	

WINDSTREAM FLORIDA	
SPBC/PC Work Order	704781067
ENGINEERED BY:	STEVE SMITH
EXCHANGE	HGSP 464
DISTRCT	ALCH/NLRS SHEET 3 OF 10
DATE	05/16/2008 DRAWN BY EA
REVISED DATE	
P.O. BOX 560	LIVE OAK, FLORIDA 32060

SEE DRWG # 5



(704781067)
 CO24(E)
 688'-0" (2008)
 FSAS:25-48

SEE DETAIL DRWG # 4

733
 CR 138

(704781067)
 BF024
 4406'-0" (2008)
 FSAS:25-48

BF024	
CO24(E)	
BMS3F	
BM100L1/4/PF	
HO1081	
BM81F	

(704781067)
 BF024
 2702'-0" (2008)
 FSAS:25-48

SEE DETAIL DRWG # 2
 BM60(1) (1 1/4) PF=43'

SW WOODLANE AV

SW RACCOON WAY

SEE DRWG # 3

WINDSTREAM FLORIDA

ENGINEERED BY: STEVE SMITH

EXCHANGE: WSP 454

DISTRICT: ALPHAVILLE SHEET 4 OF 10

DATE: 02/10/2008 DRAWN BY: EA

REVISED DATE:

PLOTTED 5:00 LIVE OAK, FLORIDA 32000

SEE DRWG # 6

SEE DRWG # 4

901
CR 138

driveway
SEE DETAIL DRWG # 2
BM60(1)(1 1/4)PF=29'

driveway
SEE DETAIL DRWG # 2
BM60(1)(1 1/4)PF=28'

driveway
SEE DETAIL DRWG # 2
BM60(1)(1 1/4)PF=28'

4.382 KF

4.088 KF

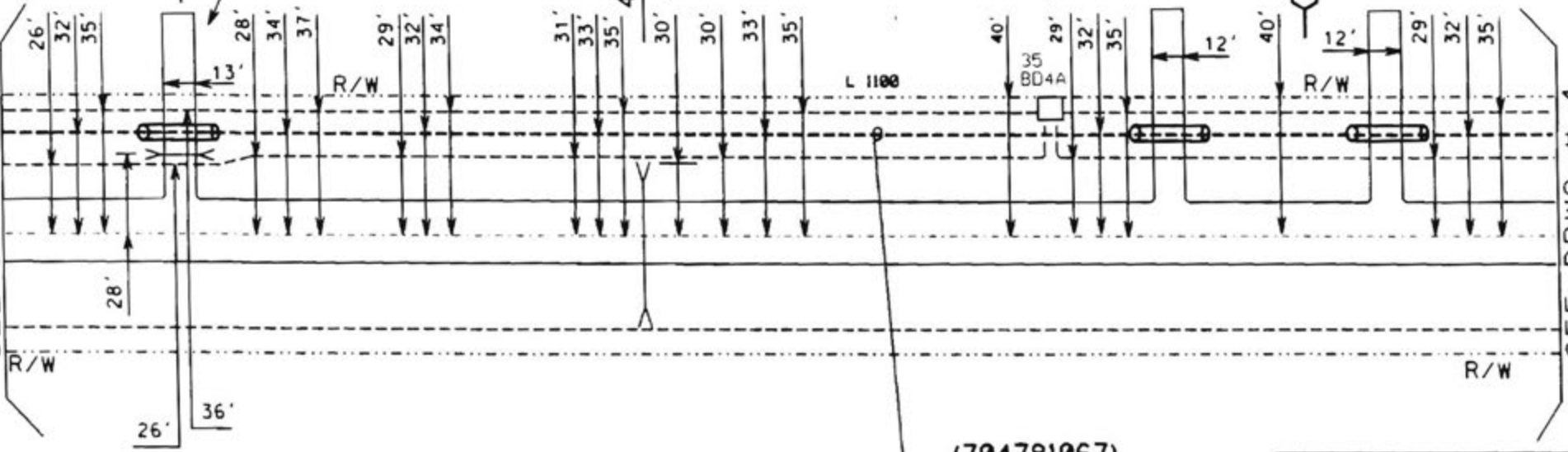
3.784 KF

3.723 KF

3.612 KF

BM53F

BM53F



BF024	
CO24(E)	
BM53FFL	
BM1(1)(1 1/4)PF	
HQ1(B)	
BM2C	

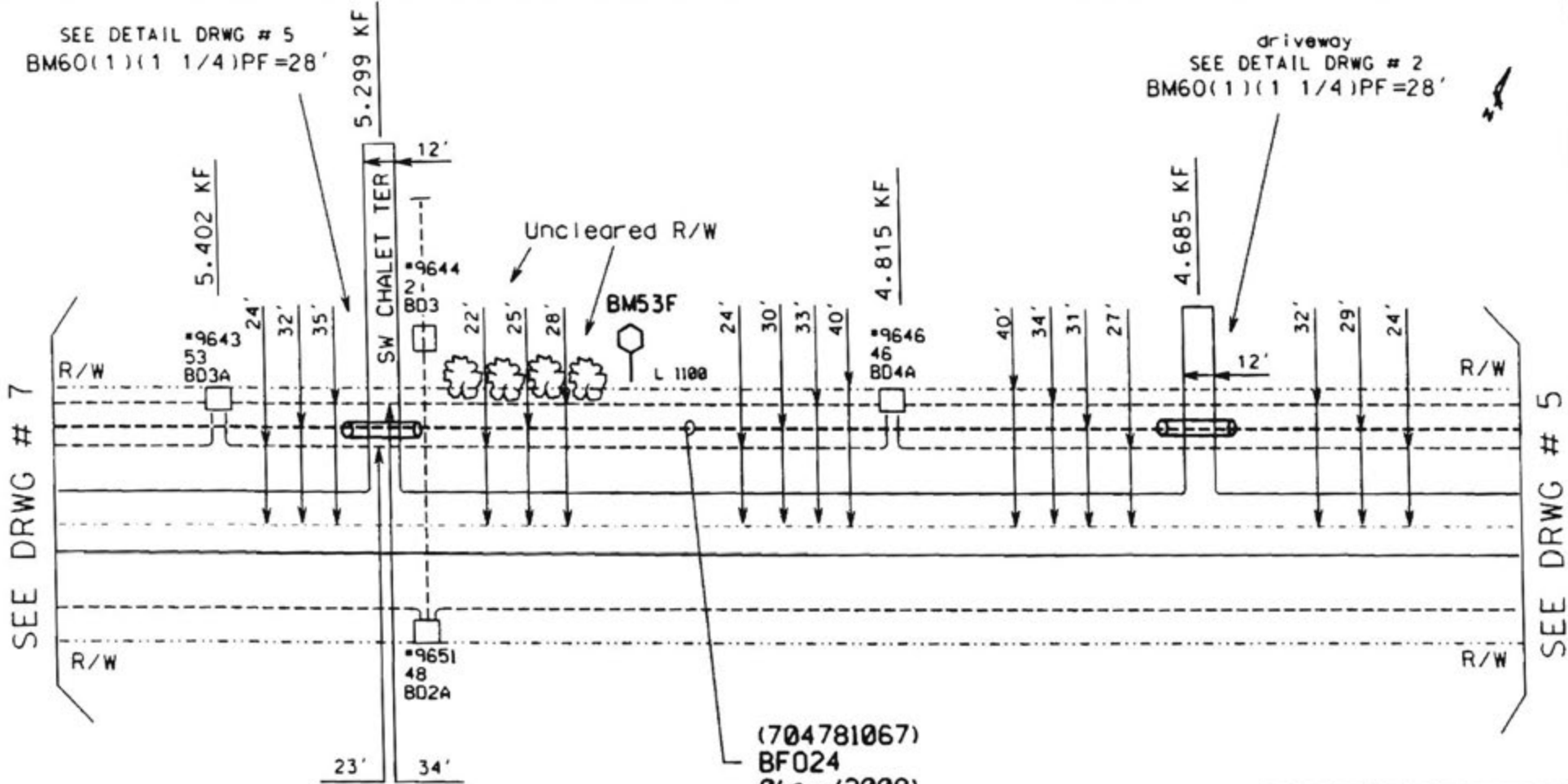
(704781067)
BF024
0' ← (2008)
FSASS:25-48

1401
←

WINDSTREAM FLORIDA	
SPECIFIC Work Order	704781067
ENGINEERED BY:	STEVE SMITH
EXCHANGE	HGSP 454
DISTRICT	ALCH/MLRS
DATE	02/10/2008
REVISION DATE	
P.O. BOX 560	LIVE OAK, FLORIDA 32060

SEE DETAIL DRWG # 5
BM60(1)(1 1/4)PF=28'

driveway
SEE DETAIL DRWG # 2
BM60(1)(1 1/4)PF=28'



SEE DRWG # 7

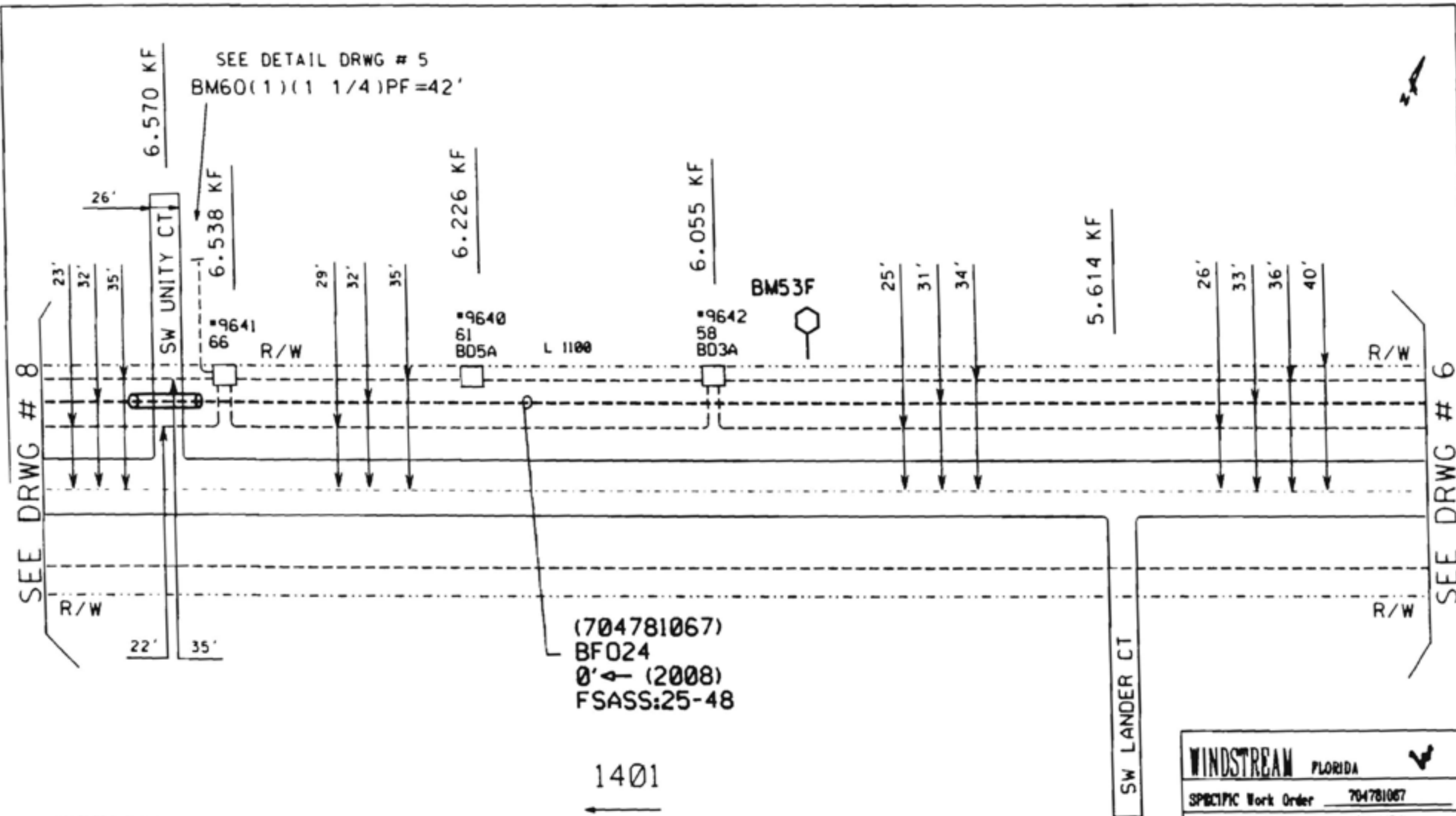
SEE DRWG # 5

(704781067)
BF024
0' ← (2008)
FSASS:25-48

1401

BF024	
CO24(E)	
BM53FFL	
BM(1)(1 1/4)PF	
HQ1(B)	
BM2C	

WINDSTREAM FLORIDA	
SPECIFIC Work Order	704781067
ENGINEERED BY:	STEVE SMITH
EXCHANGE	HOSP 454
DISTRICT	ALCH/WLRS
DATE	05/10/2008
REVISION DATE	
P.O. BOX 550	LIVE OAK, FLORIDA 32060



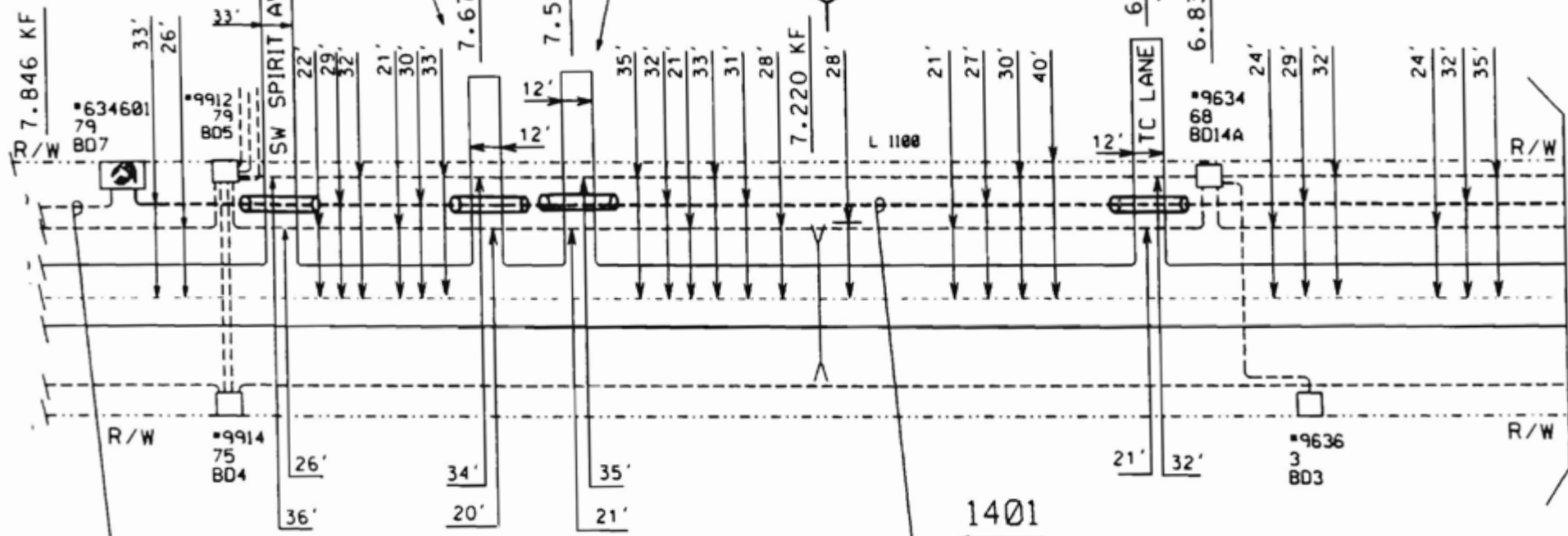
BF024	
C024(E)	
BM53FFL	
BM1(1)(1 1/4)PF	
H01(B)	
BM2C	

WINDSTREAM FLORIDA	
SPECIFIC Work Order	704781067
ENGINEERED BY:	STEVE SMITH
EXCHANGE	HOSP 154
DISTRICT	ALCH/MLRS
DATE	03/10/2008
REVISION DATE	
P.O. BOX	560
LIVE OAK, FLORIDA	32040

SEE DETAIL DRWG # 6
 BM60(1)(1 1/4)PF=49'
 1401-079
 BM2C
 BM2
 HBF0(24)3M
 HO1(B) 24

driveway
 SEE DETAIL DRWG # 2
 BM60(1)(1 1/4)PF=28'
 driveway
 SEE DETAIL DRWG # 2
 BM60(1)(1 1/4)PF=28'

SEE DETAIL DRWG # 6
 BM60(1)(1 1/4)PF=28'



*634599
 BF024-31 SINGLE MODE
 2478' (2006) →
 (XD:1-24)
 FSASS:25-48

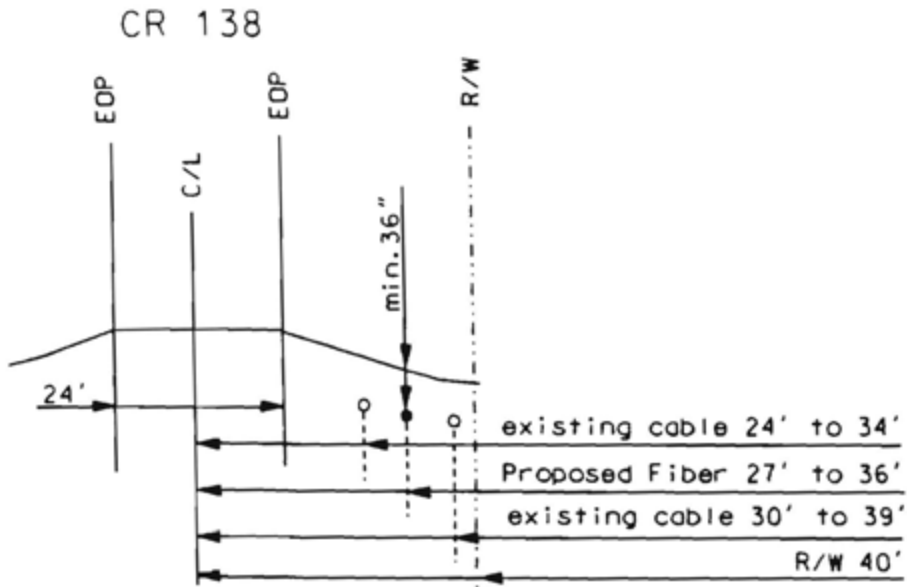
1401
 (704781067)
 BF024
 0' ← (2008)
 FSASS:25-48

BF024	
C024(E)	
BM53FFL	
BM1(1)(1 1/4)PF	
HO1(B)	
BM2C	

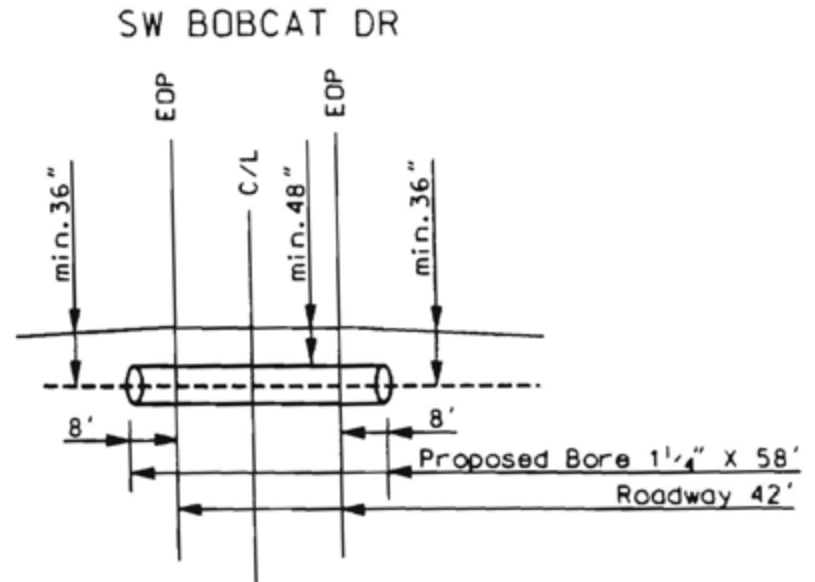
WINDSTREAM FLORIDA	
SPECIFIC Work Order	704781067
ENGINEERED BY:	STEVE SMITH
EXCHANGE	HGSP 454
DISTRICT	ALCH/MLRS
DATE	03/19/2008
REVISION DATE	
P.O. BOX 560	LIVE OAK, FLORIDA 32040

SEE DRWG # 7

DETAIL DRAWING # 1



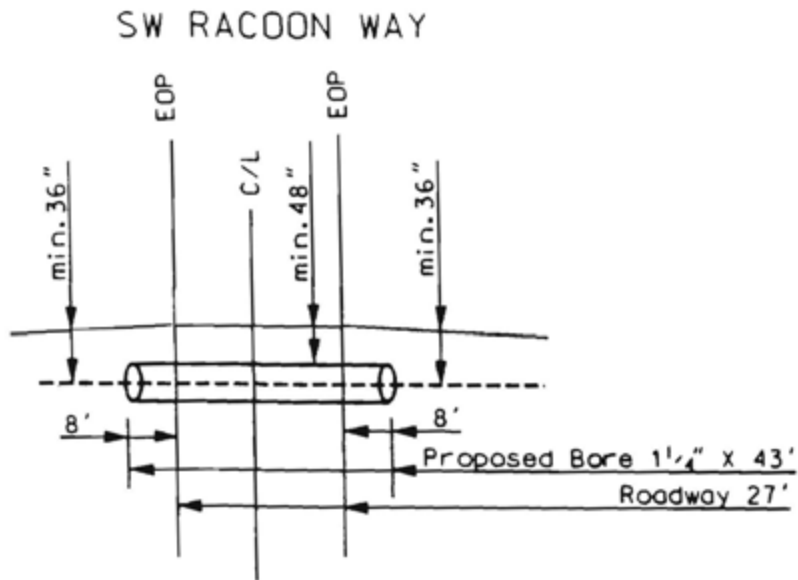
TYPICAL CR 138 FACE WEST



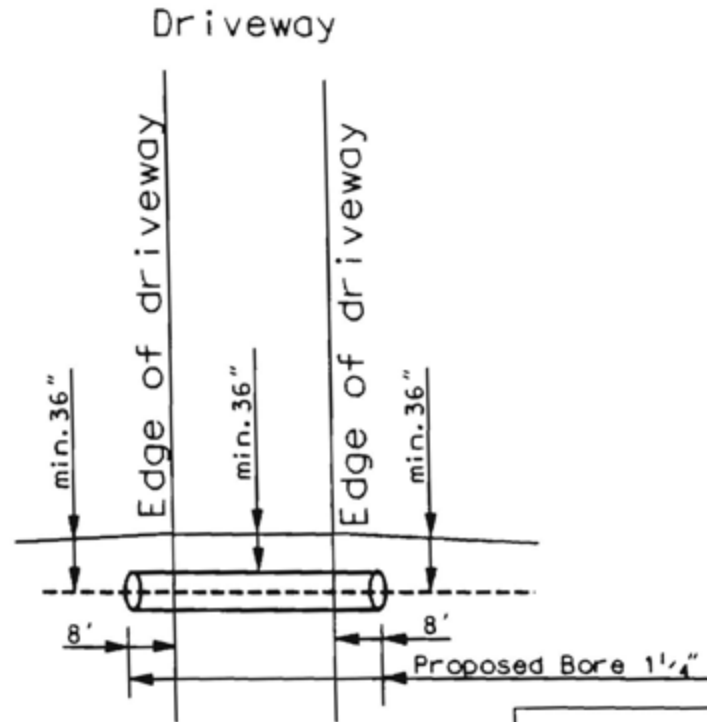
SW BOBCAT DR & CR 138 FACE NORTH

WINDSTREAM FLORIDA	
SPECIFIC Work Order	704781067
ENGINEERED BY:	STEVE SMITH
EXCHANGE	HCSP 454
DISTRICT	ALCH/MLRS
DATE	02/10/2008
REVISIONS	DRAWN BY BA
REVISOR	
P.O. BOX 560	LIVE OAK, FLORIDA 32060

DETAIL DRAWING # 2



SW RACCOON WAY & CR 138 FACE NORTH

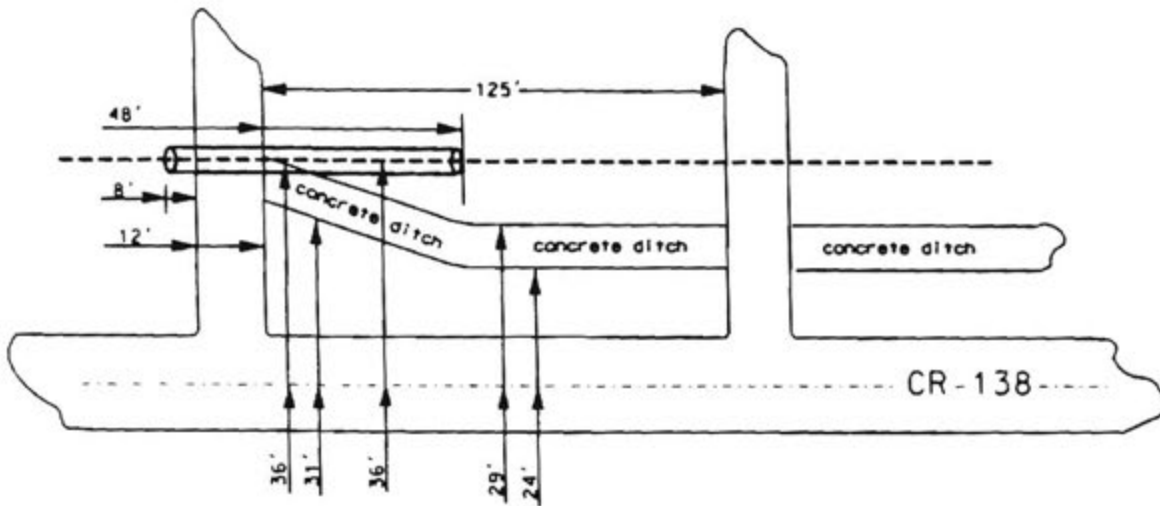


Typical Driveway Bore

WINDSTREAM	FLORIDA	
SPECIFIC Work Order	704781087	
ENGINEERED BY:	STEVE SMITH	
EXCHANGE	HCSP 454	
DISTRICT	ALCH/WLBS	SHEET 02 OF 06
DATE	03/10/2008	DRAWN BY EA
REVISED DATE		
P.O. BOX 660	LIVE OAK, FLORIDA 32080	

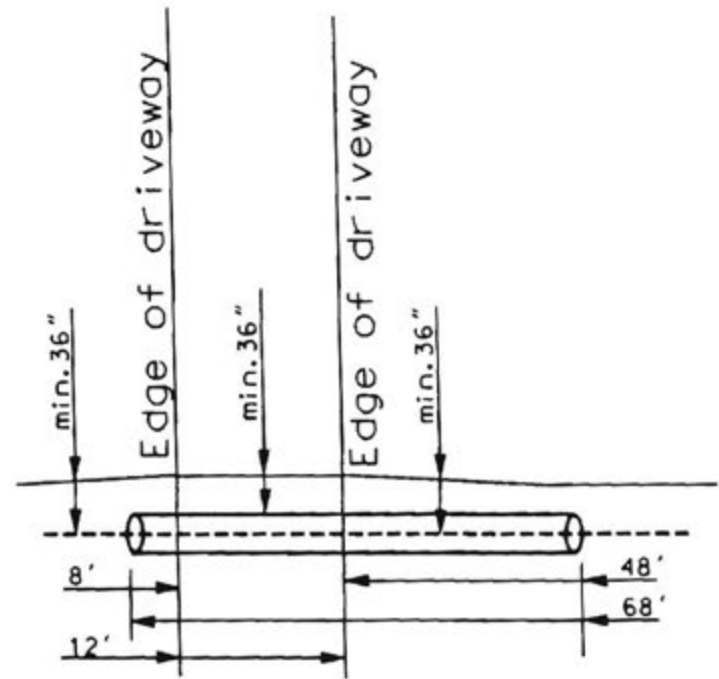
DETAIL DRAWING # 3

359 CR 138



FRONT OF 359 CR 138 DIRECTIONAL BORE 1 1/4" X 68'

Driveway 359

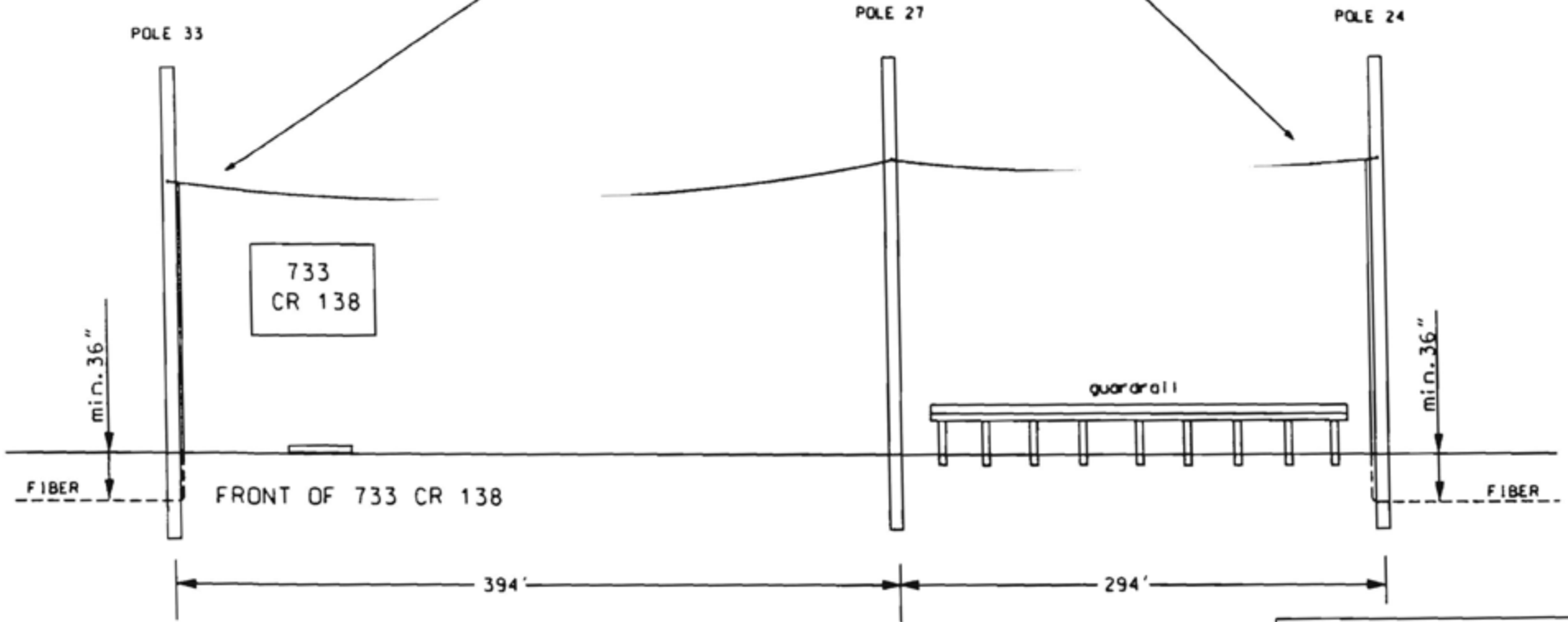


359 CR 138

WINDSTREAM FLORIDA	
SPECIFIC Work Order	704781087
ENGINEERED BY:	STEVE SMITH
EXCHANGE	HGSP 454
DISTRICT	ALCH/MLRS
DATE	05/16/2008
REVISION DATE	DRAWN BY EA
P.O. BOX 560 LIVE OAK, FLORIDA 32060	

DETAIL DRAWING # 4

ATTATCH FIBER TO EXISTING CABLE AND STRAND

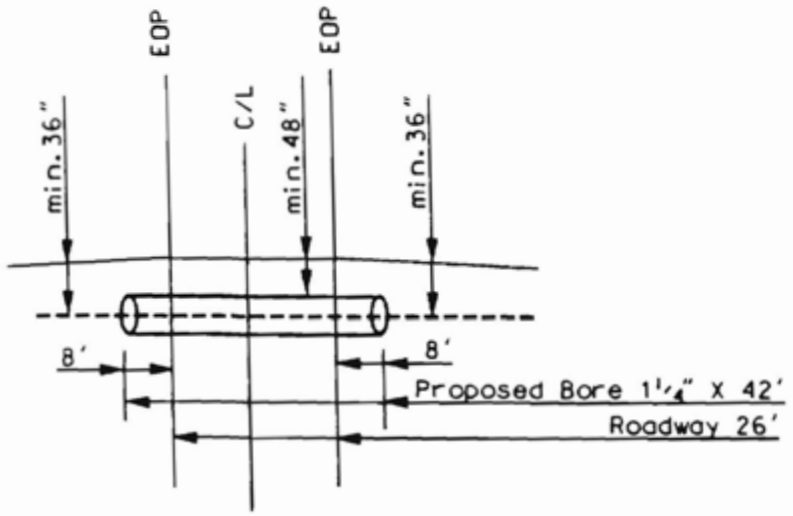


FIBER BURIED TO AERIAL FOR TWO SPANS AT GORGE

WINDSTREAM	FLORIDA	✓
SPECIFIC Work Order	704781067	
ENGINEERED BY:	STEVE SMITH	
EXCHANGE	HCSP 161	
DISTRICT	ALCH/MLRS	SHEET 06 OF 06
DATE	05/16/2008	DRAWN BY EA
REVISED DATE		
P.O. BOX 560	LIVE OAK, FLORIDA 32060	

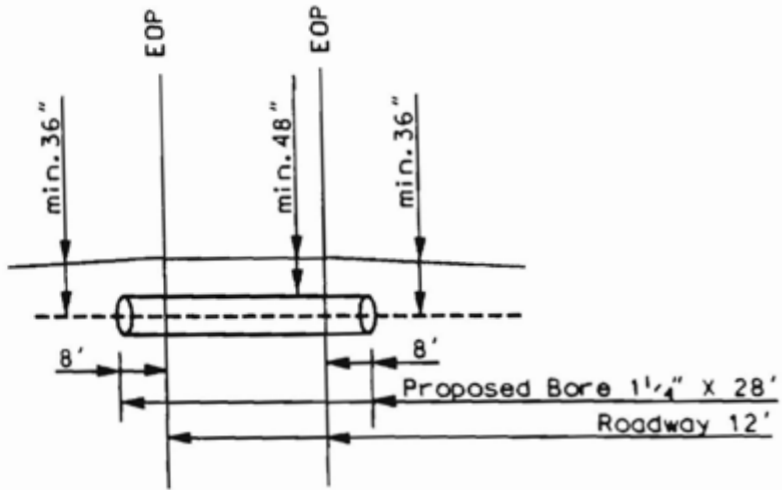
DETAIL DRAWING # 5

SW UNITY CT



SW UNITY CT & CR 138 FACE NORTH

SW CHALET TER

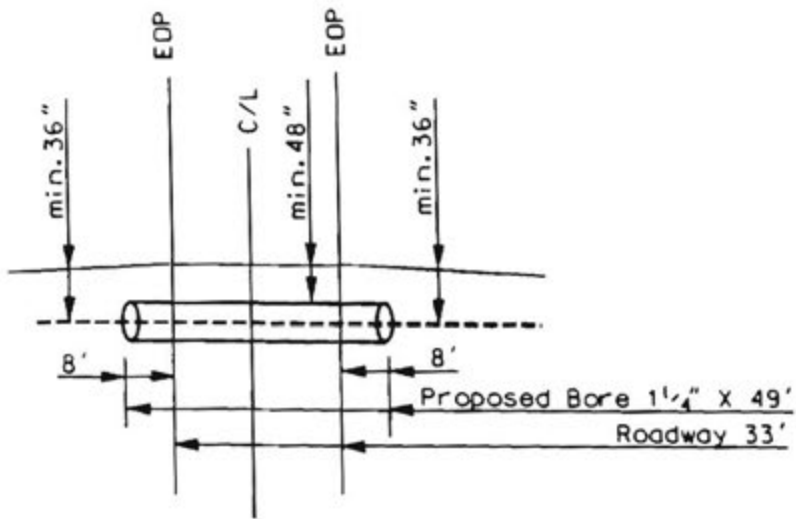


SW CHALET TER & CR 138 FACE NORTH

WINDSTREAM FLORIDA	
SPECIFIC Work Order	704781087
ENGINEERED BY:	STEVE SMITH
EXCHANGE	MGSP 454
DISTRICT	ALCH/MLES SHEET 06 OF 08
DATE	03/18/2008 DRAWN BY EA
REVISED DATE	
P.O. BOX 560	LIVE OAK, FLORIDA 32060

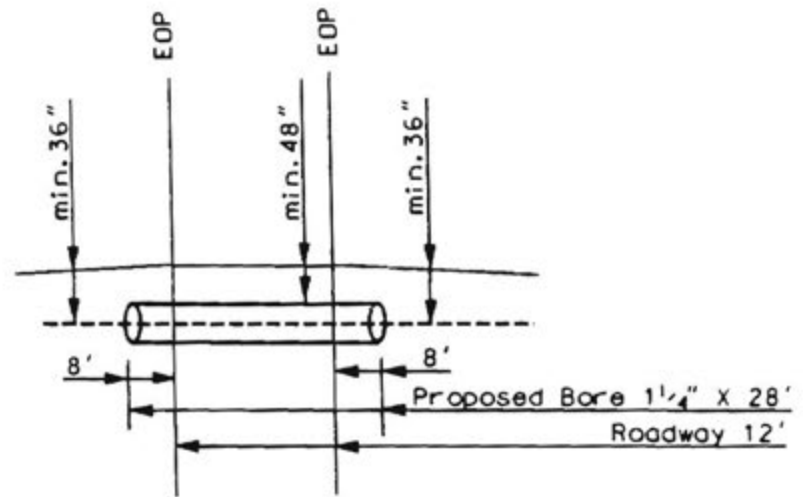
DETAIL DRAWING # 6

SW SPIRIT AVE



SW SPIRIT AVE & CR 138 FACE NORTH

TC LANE



TC LANE & CR 138 FACE NORTH

WINDSTREAM FLORIDA	
SPICIFIC Work Order	704781087
ENGINEERED BY:	STEVE SMITH
EXCHANGE	NGSP 454
DISTRICT	ALCH/MLRS SHEET 06 OF 06
DATE	05/10/2000 DRAWN BY RA
REVISED DATE	
P.O. BOX 560	LIVE OAK, FLORIDA 32060

#13

COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS
UTILITY PERMIT

Date: 4/16/08 Permit No. _____ County Road SW Melon Ct _____ Section No. _____

Permittee Comcast Cable_

Address 5934 Richard Rd, Jacksonville, FL 32216 _____ Telephone Number 904-380-6420 _____

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and Maintain Proposed CATV facilities at 151 SW Melon Ct. 58' underground, Lake City LC005

FROM: _____ TO: _____

Submitted for the Utility Owner by: -Billie Lentes/Agent for Comcast- Billie Lentes 4/16/08

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 (X). If YES: LAKE CITY () FORT WHITE (). A letter of notification was mailed on 4/16/08 _____ to the following utility owners Bell South, FPL _____

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 30 days after issuance of permit, and shall be completed within 90 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: Billie Lentes/Agent for Comcast _____
Permittee

Place Corporate Seal

Signature and Title
Billie Lentes
Special Projects manager

Attested
4/16/08

Utilities Permit
Page three
Revised: 8/17/00

Recommended for Approval:

Signature: Hoyle Crowder

Title: Public Works Dir.

Date: 7/22/08

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

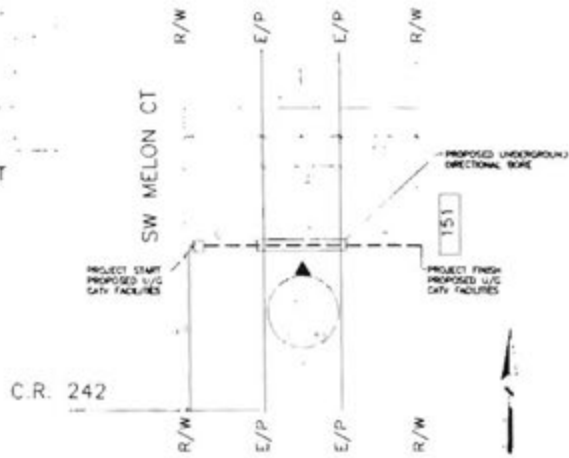
YES () NO ()

Date Approved: _____

Chairman's Signature: _____

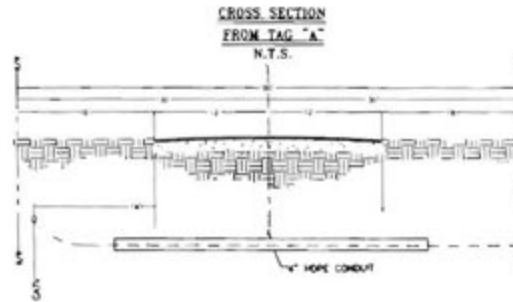
BINDING SPACE

USE CASE 1 MOT



PROJECT TOTALS	
PROP. # OF SHEETS	1

SW MELON CT. PLAN VIEW
SCALE: NONE



NODE # LAKE CITY



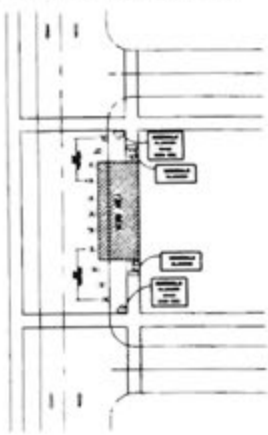
Comcast
5834 Richard St
Jacksonville, Florida 32216

COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

DATE: 01/14/2014	TIME: 10:00 AM	PROJECT: 1400000000	SCALE: 1"=100'
DRAWN BY: JMM	CHECKED BY: JMM	DATE: 01/14/2014	TIME: 10:00 AM
PROJECT: 1400000000	SCALE: 1"=100'	DATE: 01/14/2014	TIME: 10:00 AM
PROJECT: 1400000000	SCALE: 1"=100'	DATE: 01/14/2014	TIME: 10:00 AM
PROJECT: 1400000000	SCALE: 1"=100'	DATE: 01/14/2014	TIME: 10:00 AM

PROJECT: 1400000000	SCALE: 1"=100'	DATE: 01/14/2014	TIME: 10:00 AM
PROJECT: 1400000000	SCALE: 1"=100'	DATE: 01/14/2014	TIME: 10:00 AM
PROJECT: 1400000000	SCALE: 1"=100'	DATE: 01/14/2014	TIME: 10:00 AM
PROJECT: 1400000000	SCALE: 1"=100'	DATE: 01/14/2014	TIME: 10:00 AM

MG-BLOCK SIDEWALK CLOSURE



GENERAL NOTES

1. ONLY THE SIGNS CONTROLLING PEDESTRIAN FLOW ARE BEING UNDER WORK. OTHER SIGNS WILL BE RETAINED TO CONTROL TRAFFIC ON STREETS.
2. TEMPORARY SIGNAGE SHALL BE A MINIMUM OF 4 FEET AND LEFT FACE OF ANY OBSTRUCTIONS AND MARKERS SUCH AS SIGNS, SIGNALS, AND CONSTRUCTION EQUIPMENT, STOPS, SIGNALS AND ETC. (FOR DETAILS SEE ROAD BOOK).
3. NIGHT RELATED SIGNS LOCATED NEAR OR ADJACENT TO A SIDEWALK SHALL HAVE A 7' MINIMUM CLEARANCE FROM THE BOTTOM OF SIGN TO THE SIDEWALK.
4. THE CITY OF JACKSONVILLE MONITORING DIVISION OF PEDESTRIANS WITH AN ALTERNATE ROUTE IS NOT FEASIBLE. CONTRACTOR SHALL PROVIDE AN ALTERNATE ROUTE (15') FROM PATHWAY THROUGH THE WORK ZONE WITH SIGNAGE AS SHOWN.

COND'TIONS

WHERE AND HOW EQUIPMENT WORKING OR BEING ACTIVELY ENGAGED IN THE TOWNSHIP FOR A PERIOD OF MORE THAN 30 DAYS.

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 Flogger Operation)



A CASE 3 NOT SHALL ONLY BE IMPLEMENTED WHEN CONTRACTOR PERSONNEL ARE PRESENT DURING OFF HOURS. THIS WILL INCLUDE ALL SIGNALS AND TWO LANE OF TRAFFIC RESTRICTED.

Work in Travel Lane on a Minor Urban Street
(Maintaining Two-way Traffic)



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

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



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

LEGEND

○	Variable Message Sign
◇	Flagger Station
▲	Portable Sign Support
■	Sign Panel
+	High Lane Marking System
▨	Work Area
◇	Warning Sign

SIGN SPACING

ROAD TYPE	MINIMUM ADVANCE WARNING	MINIMUM ADVANCE WARNING	MINIMUM ADVANCE WARNING
Urban Intersecting	100	100	100
Urban Through	100	100	100
Suburban	100	100	100
Expressway/Highway	1,000	1,000	1,000

1. Work in the Lane
2. Work in the Lane
3. Work in the Lane
4. Work in the Lane
5. Work in the Lane
6. Work in the Lane
7. Work in the Lane
8. Work in the Lane
9. Work in the Lane
10. Work in the Lane
11. Work in the Lane
12. Work in the Lane
13. Work in the Lane
14. Work in the Lane
15. Work in the Lane
16. Work in the Lane
17. Work in the Lane
18. Work in the Lane
19. Work in the Lane
20. Work in the Lane
21. Work in the Lane
22. Work in the Lane
23. Work in the Lane
24. Work in the Lane
25. Work in the Lane
26. Work in the Lane
27. Work in the Lane
28. Work in the Lane
29. Work in the Lane
30. Work in the Lane
31. Work in the Lane
32. Work in the Lane
33. Work in the Lane
34. Work in the Lane
35. Work in the Lane
36. Work in the Lane
37. Work in the Lane
38. Work in the Lane
39. Work in the Lane
40. Work in the Lane
41. Work in the Lane
42. Work in the Lane
43. Work in the Lane
44. Work in the Lane
45. Work in the Lane
46. Work in the Lane
47. Work in the Lane
48. Work in the Lane
49. Work in the Lane
50. Work in the Lane
51. Work in the Lane
52. Work in the Lane
53. Work in the Lane
54. Work in the Lane
55. Work in the Lane
56. Work in the Lane
57. Work in the Lane
58. Work in the Lane
59. Work in the Lane
60. Work in the Lane
61. Work in the Lane
62. Work in the Lane
63. Work in the Lane
64. Work in the Lane
65. Work in the Lane
66. Work in the Lane
67. Work in the Lane
68. Work in the Lane
69. Work in the Lane
70. Work in the Lane
71. Work in the Lane
72. Work in the Lane
73. Work in the Lane
74. Work in the Lane
75. Work in the Lane
76. Work in the Lane
77. Work in the Lane
78. Work in the Lane
79. Work in the Lane
80. Work in the Lane
81. Work in the Lane
82. Work in the Lane
83. Work in the Lane
84. Work in the Lane
85. Work in the Lane
86. Work in the Lane
87. Work in the Lane
88. Work in the Lane
89. Work in the Lane
90. Work in the Lane
91. Work in the Lane
92. Work in the Lane
93. Work in the Lane
94. Work in the Lane
95. Work in the Lane
96. Work in the Lane
97. Work in the Lane
98. Work in the Lane
99. Work in the Lane
100. Work in the Lane

TAPER LENGTH CRITERIA

TYPE OF ROAD	MINIMUM TAPER LENGTH
Urban Intersecting	100 FT
Urban Through	100 FT
Suburban	100 FT
Expressway/Highway	1,000 FT

- MAINTENANCE OF TRAFFIC REQUIREMENTS
1. ANY MODIFICATION OF THE MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED TO THE CITY OF JACKSONVILLE TRAFFIC ENGINEERING DIVISION FOR REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION.
 2. PROJECT WORK HOURS ARE BETWEEN 7:00 AM TO 7:00 PM ON RESIDENTIAL STREETS AND 8:00 AM TO 8:00 PM ON COLLECTION OR BUSINESS STREETS.
 3. CONTRACTOR MUST MAINTAIN EXISTING SIGNALS. IF SIGNS ARE DAMAGED DUE TO ANY ACTIVITY, THE CONTRACTOR IS REQUIRED TO REPLACE THEM IN ACCORDANCE WITH CURRENT CITY SIGNALING SPECIFICATIONS STANDARDS.
 4. NIGHT-TIME SIGNS ARE REQUIRED AT ALL INTERSECTIONS WHERE THE PROJECT IS ADJACENT.
 5. ACCESS TO ALL STREETS AND DRIVEWAYS TO BE MAINTAINED AT ALL TIMES. IF SIGNAGE AND SIGNALS ARE NOT TO BE MAINTAINED, TEMPORARY SIGNS ARE TO BE INSTALLED.
 6. THE CONTRACTOR SHALL MAINTAIN AN ACTIVE WORK AREA TO NO MORE THAN ONE BLOCK AT A TIME.
 7. THE WORK AREA SHALL BE RESTRICTED TO AT LEAST A LIMITED SURFACE BEFORE IT IS RESTORED TO TRAFFIC AND BEFORE THE CONTRACTOR MOVES ON TO THE NEXT CONSTRUCTION ZONE.
 8. QUIET CONTROL MEASURES SHALL BE IMPLEMENTED ON ALL UNPAVED SURFACES (SIDE STREETS).
 9. WHERE CONSTRUCTION PROHIBITS IS NOT ALLOWED TO PLACE OR IF CONTRACTOR WANTS TO ALTER THE PROPOSED SIGNAL, CONTRACTOR IS TO SUBMIT PROPOSED PLAN WITH A PROPOSED CONSTRUCTION SCHEDULE TO TRAFFIC ENGINEERING PRIOR TO CONSTRUCTION.
 10. CONTRACTOR SHALL MAINTAIN TRAFFIC FLOW THROUGHOUT THE WORK AREA OF A WORKING DATE PRIOR TO RECONSTRUCTION OF THE W.O.T.
 11. TRAFFIC SIGNALS, SIGNAL LIGHTS SHALL BE RESTORED TO PROPER OPERATION WITHIN 30 MINUTES OF SIGNING OFF OF WORK. CONTRACTOR SHALL MAINTAIN AT LEAST ONE (1) SIGN ON EACH SIDE OF THE ROAD AT ALL TIMES OF NO SIGNALS PRIOR TO SIGNING OFF A WORKING INTERSECTION.



COLUMBIA COUNTY FL
RIGHT-OF-WAY PERMIT

SUBJECT: PROPOSED UNDERGROUND CATV FACILITIES IN LAKE CITY
 COUNTY: COLUMBIA
 STATE: FLORIDA
 SHEET NO.: 2 OF 2
 DATE: 4/15/08
 NODE: LAKE CITY
 DRAFTED BY: LD

#14

COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS
UTILITY PERMIT

Date: 4/22/08 Permit No. _____ County Road NW Meadowlark Dr Section No. _____

Permittee Comcast Cable

Address 5934 Richard Rd, Jacksonville, FL 32216 Telephone Number 904-380-6420

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and Maintain Proposed CATV facilities at NW Meadowlark Dr(Sunset Meadows SUBDV.) Ct, 2401' underground, Lake City LC008

FROM: _____ TO: _____

Submitted for the Utility Owner by: -Billie Lentes/Agent for Comcast----- *Billie Lentes* -----4/22/08-----

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 (X). If YES: LAKE CITY () FORT WHITE (). A letter of notification was mailed on 4/16/08 _____ to the following utility owners Bell South, FPL. _____		

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 30 days after issuance of permit, and shall be completed within 90 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: Billie Lentes/Agent for Comcast _____
Permittee

Place Corporate Seal

Signature and Title
Billie Lentes

Attested

Utilities Permit
Page three
Revised: 8/17/00

Recommended for Approval:

Signature: Wayle C. ...

Title: Public Works Dir.

Date: 7/24/08

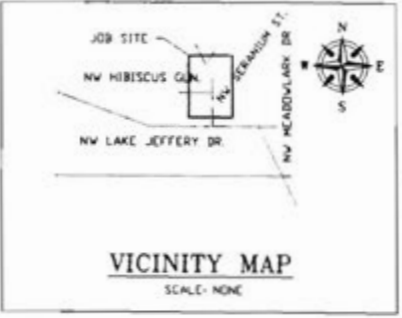
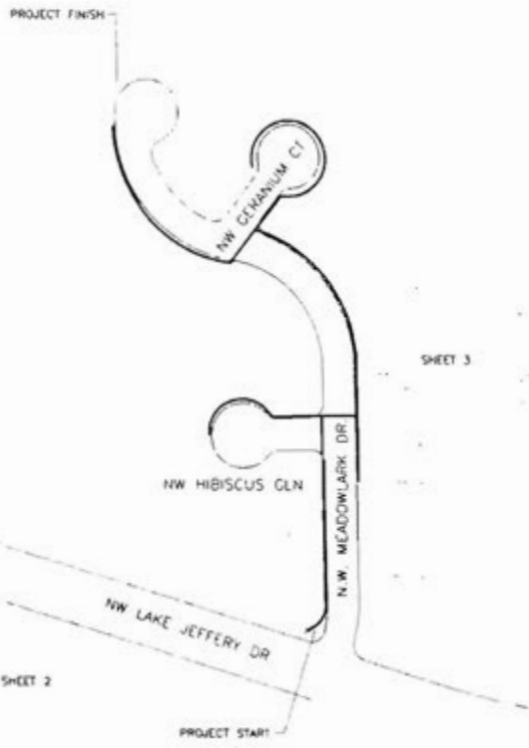
Approval by Board of County Commissioners, Columbia County, Florida:

YES () NO ()

Date Approved: _____

Chairman's Signature: _____

BINDING SPACE



SUNSET MEADOWS OVERALL VIEW
SCALE: NONE

PROJECT TOTALS	
PROP # OF SHEETS	3



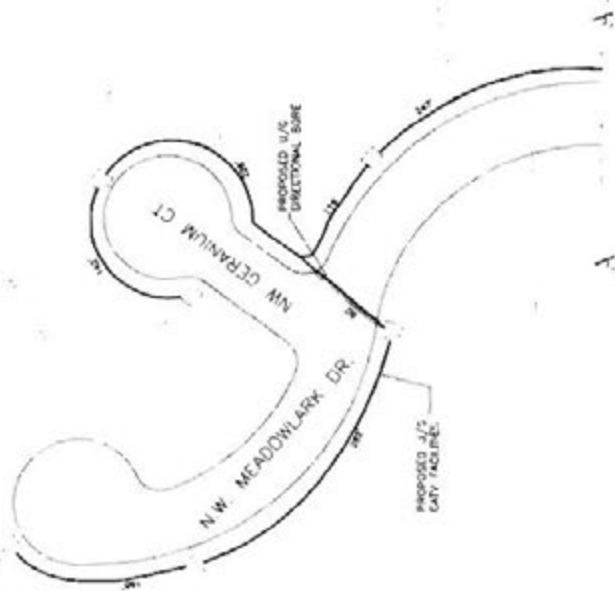
Comcast
5834 Richard St.
Jacksonville, Florida 32216

COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

NODE # LC008

PROJECT NO.	DATE	DESCRIPTION	BY	CHECKED	DATE

PROJECT FINISH



SUNSET MEADOWS PLAN VIEW

SCALE: NONE



Comcast
1534 Richard St.
Jacksonville, Florida 32216

COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

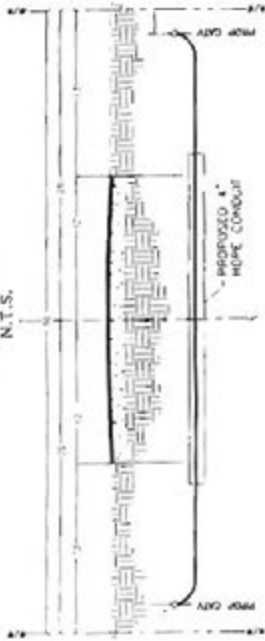
DATE: 08/14/18
DRAWN BY: J. B. BROWN
CHECKED BY: J. B. BROWN
SCALE: NONE

PROJECT NO: 18-0000000-001
SHEET NO: 1 OF 1
DATE: 08/14/18

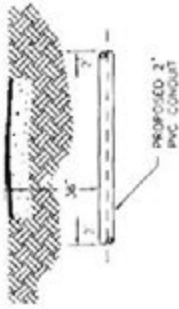
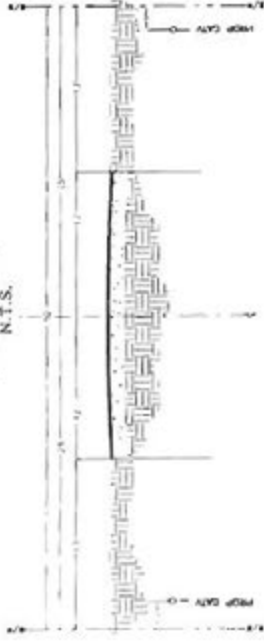
NO.	DATE	DESCRIPTION
1	08/14/18	ISSUED FOR PERMIT
2	08/14/18	ISSUED FOR PERMIT
3	08/14/18	ISSUED FOR PERMIT
4	08/14/18	ISSUED FOR PERMIT
5	08/14/18	ISSUED FOR PERMIT
6	08/14/18	ISSUED FOR PERMIT
7	08/14/18	ISSUED FOR PERMIT
8	08/14/18	ISSUED FOR PERMIT
9	08/14/18	ISSUED FOR PERMIT
10	08/14/18	ISSUED FOR PERMIT

BINDING SPACE

CROSS SECTION
ALL DIRECTIONAL BORES
N.T.S.



CROSS SECTION
PROFILE
N.T.S.



TYPICAL DRIVEWAY DIRECTIONAL BORE

SUNSET MEADOWS DETAILS

SCALE: NONE



3104 Richard St.
Jacksonville, Florida 32216

COLLIER COUNTY
DEPARTMENT OF BAY
PROTECTION

DATE: 11/14/14	PROJECT: 14-00000	SCALE: NONE
DRAWN BY: J. B. BROWN	CHECKED BY: J. B. BROWN	DATE: 11/14/14
APPROVED BY: J. B. BROWN	DATE: 11/14/14	
PROJECT: 14-00000	SCALE: NONE	
DATE: 11/14/14	PROJECT: 14-00000	SCALE: NONE

Dale Williams

S-1-00
Agenda

#15

From: Hoyle Crowder
Sent: Wednesday, April 16, 2008 10:19 AM
To: Dale Williams
Subject: Intersection of Bascom Norris & Lake Jeffery

I have inspected the intersection of Bascom Norris Drive and Lake Jeffery in regards to the underbrush on the left corner if you are traveling into Lake City on Lake Jeffery. The underbrush is located on private property and I would need Board approval and owner's permission in order to trim underbrush. With this stated and with the concerns relating to safety at this intersection, the County might need to consider the installation of rumble strips on Bascom Norris as you approach this intersection. There is a stop ahead warning sign as you go into the curve on Bascom Norris, traveling west, just prior to this intersection. Let me know if you support the installation of rumple strips at this location. Waiting to head from you -



**COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS**

P. O. DRAWER 1529 • LAKE CITY, FLORIDA 32056-1529



Rudy Crews, Director

Office: (386) 758-1025
Cell: (386) 867-0126
Mobile: (386) 365-7585
Fax: (386) 752-7125

**DEPARTMENT OF SAFETY
& PROPERTY MANAGEMENT**

Email: Rudy_Crews@ColumbiaCountyfla.com

Ronald Williams - District No. 1
Dewey Weaver - District No. 2
George A. Skinner - District No. 3
Stephen Bailey - District No. 4
Elizabeth Porter - District No. 5
Dale Williams - County Manager
(386) 758-1005, (386) 755-4100

TO: Dale Williams, County Manager

FROM: Rudy Crews, Safety Director *Rudy*

RE: Removal of two pine trees

#16

This department would like to request the removal of two pine trees that are encroaching on the county right of way for Farrell Feagle. Both pine trees are leaning towards Feagle Avenue.

I would rather move these trees now during a controlled maintenance than during a storm at night to clear the road.

Please advise if this is an agenda item.

XC: Commissioner Stephen E. Bailey

Farrell Feagle

okay

#17

Columbia County Board of County Commissioners
Minutes of
February 21, 2008

The Board of County Commissioners met in a regularly scheduled meeting at 7:00 p.m. at the School Board Administration Office.

Vice Chairman Stephen Bailey called the meeting to order. The meeting opened with prayer and the Pledge of Allegiance to the Flag of the United States of America.

Commissioners in Attendance: Ronald Williams, Elizabeth Porter and Stephen Bailey.

Others in Attendance: County Attorney Marlin Feagle, Deputy Clerk Sandy A. Markham, Internal Auditor Judy Lewis, and BCC Secretary Penny Stanley.

Commissioners Absent: Commissioner Weaver (vacation), and Commissioner Skinner (illness).

Others Absent: County Manager Dale Williams (at conference). Asst. County Manager Lisa Roberts (family illness).

Mrs. **June Johnson** expressed **appreciation** to the commissioners, Board staff, the Clerk of Courts, and to county employees for their assistance and friendship over the past year and for helping her family during personal trials. Ms. Johnson advised the Board that she was told by Citizen Stewart Lilker that the Board would "stab her in the back" while she stood at the podium praising them. The Board assured Mrs. Johnson that is not the case. Mr. Lilker responded that Mrs. Johnson was not being truthful.

Ms. **Judy Wyndham** said regarding the **Animal Shelter** "AS" that the financial reports the AS submits to the county are not sufficient to receive county funding and should be investigated for discrepancies. She requested a copy of the **Humane Society's** contract with the County. Ms. Wyndham requested the Animal Control Board be put back into place and that the vacant positions on the Board be posted. Ms. Wyndham is willing to serve on that board and feels she is very qualified. As a matter of information, she advised that the City of Lake City holds the title to the Animal Shelter's property. She requested a copy of the contractual agreement for the rent/use of the building. Ms. Wyndham said it is her opinion that Sue Hadley "being over" the Animal Control Board is a conflict as she also serves on the Humane Society Board. Ms. Wyndham noted that there were three cases considered by the Animal Control Board over the past twelve years. All cases were resolved in favor of the AS. Ms. Wyndham shared that she has many ideas that would save the county money, but doesn't feel anyone is truly interested in the savings. She shared her idea as to what the makeup of the Animal Control Board should be. Ms. Wyndham's goal is to see the shelter operating fairly and efficiently.

Finally, Ms. Wyndham requested that Commissioner Williams remove himself from the committee that serves as a mediator between herself and the Animal Control Board. She explained that the commissioner, by action and words, has clearly displayed that he is prejudice in this situation.

The Board responded that it is not their intent to dissolve the Animal Control Board. The ordinance is already in the review process and will come back before the Board of County Commissioners for final action.

MOTION by Commissioner Porter to set the ordinance for public hearing on March 20th to consider changes, if any, to the ordinance. Second by Commissioner Williams. The motion carried unanimously.

Realtor Janet Creel would like to see **water and sewer** provided to the southern end of the county. She asked the County to join with the City in making this happen and if possible bring in a third party to handle the utilities (instead of the City). Commissioner Williams said that it is feasible to install water and gas lines without adding sewer lines. Unfortunately, at this juncture, there is no easy fix for this complex issue. Ms. Creel asked if she should address the City. The Board responded affirmatively. Commissioner Williams feels consolidation would solve many of these issues.

Building & Zoning

Public Hearings

- (1) Z 0489 Lori Giebeig Simpson, as agent for Peter W. Giebeig – Dist. 3
- (2) Z 0490 – LSJ Properties, Inc. - District 3

Commissioner Bailey declared a conflict with both. This resulted in there being no quorum.

MOTION by Commissioner Williams to continue the matter until March 06, 2008. Second by Commissioner Porter. The motion carried unanimously.

Text Amendments to Land Development Regulations: (1st Hearing)

(1) LDR 07-4 – GTC Design Group, LLC, as agent for Dale Peeler.

Amending Section 4.2.39, Allowing for Borrow Pits in environmentally sensitive areas and Section 14.7.1, adding additional requirements for Borrow Pits.

The Planning and Zoning Board recommended approval with the added wording: The operator shall obtain a performance bond in the amount of \$1,500 per acre of land excavated to secure the performance requirements.

The Chair declared the public hearing open.

Citizen Nora Logan expressed concern that large borrow pits are sometimes excavated for year and at restoration never comes. She said that she is personally familiar with a pit that has had on-going excavation activity for approximately 25 years. The County Planner agreed this is entirely possible and that work may go on at the larger pits for many years. This varies depending on the size of property and the amount of dirt removed each year.

Ms. Logan is concerned with how excavation affects river bottom when the digging occurs close to the river banks. Commissioner Williams replied that LDR 07-4 was originally put into place to protect environmentally sensitive areas, and that currently he is not in favor of this amendment.

County Attorney Feagle suggested that the Board consider time limits to be set for completion.

Citizen Stewart Lilker asked for clarification on the performance bond amount. It was clarified that the amount is \$1,500 per acre.

Citizen Susan Sloan asked what need has arisen that would cause the Board to even consider allowing the borrow pits in the environmentally sensitive areas. As a realtor, she pointed out there is plenty of land to excavate without digging in the environmentally sensitive areas. She questioned why it is extremely difficult to get a septic tank permit in the environmentally sensitive areas, yet the Board is considering a text amendment that would allow many acres of land to be excavated. She reminded the Board that the rivers and springs are Columbia County's "claim to fame". She opposed the amendment.

The public hearing closed.

Commissioner Williams said that he realizes the need to obtain good quality dirt, but stated he simply has a problem with allowing borrow pits in the environmentally sensitive areas. He said the original purpose of the LDR was to provide protection to the county's environmentally sensitive areas. He said that he may not be opposed if there was a method for refilling the hole, but that will not be possible. The commissioner said that additionally, the heavy truck traffic from the mining operations will wreak havoc on the roads leading to the pits. Commissioner Williams said that he is also concerned that when laws change, existing borrow pits are grandfathered in.

No motion was needed. The second public hearing will be held on March 06, 2008.

NACO Conference Report

This item was passed over as Commissioner Skinner was not in attendance to report. The report will be given at the March 06, 2008 meeting.

Consent Agenda

The Chair announced that the Board would pull item #9 for separate discussion and clarification.

There was a public call for clarification on items #4 and #5.

Motion by Commissioner Williams to adopt the consent agenda excluding item #9.
Second by Commissioner Porter.

Regarding consent agenda item #5, the **Turner Road Land Purchase**:

Commissioner Williams said this is one of two lots the County Engineer is attempting to secure for a retention pond on Turner Road. The property owner and the county both have appraisals. The county's appraisal is the lower of the two. Commissioner Williams said that it is his understanding that without the purchase of the property, the county cannot re-build the road and the county cannot get a permit to build without a having a retention pond.

Citizen Lance McDonald said that \$161,700 is a tremendous amount of money to pay for one **acre of land on Turner Road**, especially considering the fact that the Property Appraiser has the property appraised for only \$69,000. He recalled that the Board approved the purchase of 66 acres at \$7,000 per acre in December 2007, which was the full appraisal amount. Mr. McDonald told the Board that had they negotiated between the highest and lowest appraisal, it would have resulted in a significant savings for the citizens. Likewise with this land purchase, the difference of the two appraisals could result in a savings to the taxpayer of \$6,650. He asked the Board to negotiate with the seller, or to approve the purchase at only \$155,050.

Attorney Feagle advised that if the Board pays more than the average of the two appraisals (\$155,050) that a supermajority vote (4 voting) is required.

Commissioner Bailey and Commissioner Porter asked that the price be negotiated.

There was a consensus to pull item #5 from the consent agenda. Commissioner Porter withdrew her second to approve the consent agenda. That motion failed for a lack of a second, leaving no motion on the floor.

Regarding consent agenda item #4, the **Employment Contract William Whitley and Columbia County**: Citizen Stewart Lilker said that it was his understanding that Mr. Whitley was primarily hired as conflict council, but has since learned, after reviewing last years contract and billing sheets, that Mr. Whitley's work included duties of the county attorney. Mr. Lilker said that in last year's contract, the county paid Mr. Whitley's taxes, social security, FICA, retirement, plus \$90 per hour. Mr. Lilker found it odd that Mr. Whitley is willing to take a decrease in pay and benefits this year. He asked why a decision was made to not pay Mr. Whitley's taxes, social security, FICA, and retirement in the current proposed contract. County Attorney Feagle said that he reviewed the contract that the County Manager and Mr. Whitley negotiated. Mr. Feagle said that he could not speculate regarding the negotiations.

Mr. Lilker also questioned why Mr. Whitley billed in 2/10th increments instead of 1/10th increments, and noted it interesting that Mr. Whitley would charge the county to travel from his house to the county office or to a county meeting. Mr. Lilker told the Board that he has reviewed the contract that the Town of Fort White has with Mr. Whitley and learned that Fort White pays Mr. Whitley \$85 per hour, no travel time, and they are billed in 1/10th hour increments. Unlike Columbia County, the Town of Fort White also does not pay him mileage, or pay his association dues, or other things listed in Columbia County's contract with Mr. Whitley.

Commissioner Williams suggested that the matter be tabled until the next meeting so that the County Manager can address the issue. Mr. Lilker agreed and concluded by asking the Board to consider that Mr. Whitley, who was a county employee last year, would receive approximately a 12% pay increase under the proposed contract. Mr. Lilker questioned how the Board could

justify this type of increase when the Board allotted no increase at all for other county employees.

- (1) External Budget Amendment – General Fund – BA #07-17 – Purchase of Scanner - \$4,715.00
- (2) Agreement – Street Lighting Agreement – Florida Power & Light Company/Columbia County Board of County Commissioners – Blackberry Farms Subdivision Entrance
- (3) Suwannee River Economic Council, Inc. – (S.H.I.P.) – Subordination Request – Aaron Argetsinger \$82,500.00
- (4) Employment Agreement – William E. Whitley/Columbia County Board of County Commissioners – One Year Agreement - \$100.00 per hour
- (5) Purchasing - Land Purchase – Turner Road – One Acre Lot Used for Drainage - \$161,700.00
- (6) Veterans Service – Request for Special Travel – Susan Melton – Accreditation Training Conference
- (7) Court Administration – Declaration of Junk or Surplus Property (see attached list)
- (8) Solid Waste – Declaration of Surplus Property and Permission to Sell – (see attached list)
- (9) Columbia County Fire Department - Response Protocol
- (10) External Budget Amendment – General Fund – Replacement of Administrative Vehicle – 2008 Chevrolet Impala - \$15,926.00
- (11) Extension Office – Position Changes in Support Staff Classifications – Kathy Kuerzi from Secretary Specialist (\$11.77 per hour) to Office Manager (\$13.39 per hour) and New Position from Secretary Specialist (\$10.52 per hour) to Secretary II (\$9.10 per hour) – Decrease of \$1.42 per hour
- (12) Minute Approval – Board of County Commissioners Scheduled Workshop – February 13, 2008

MOTION by Commissioner Williams to pull item #4 from the proposed consent agenda. Second by Commissioner Porter. The motion carried unanimously.

Regarding consent agenda item #9, the **Columbia County Fire Department**

Response Protocol – This fire response protocol is currently being utilized by 9-1-1 dispatch, but never been formally adopted by the Board. The responses are call specific as to dispatching of single or multi units to certain type calls. The call response of units dispatched may be upgraded based on dispatcher information or need expressed from on scene personnel. This protocol was originally written as a uniform fire response for both county and city. (This item was pulled to include the guidelines for Fire/EMS Response as a part of the protocol addressing the issue of rescue assist from the Station 40 (located off Branford Highway) service area in which the fire truck within this jurisdiction would automatically respond to specified life threatening emergency calls such as cardiac or respiratory arrest, chest pain, unconscious patient, vehicle accidents, drowning, etc. Calls which are not life threatening, such as falls or someone who is sick, the fire truck would stand by for response until dispatched. These guidelines were discussed in the workshop of January 31, 2008. Proposed protocol is attached to original minutes.

MOTION to approve the consent agenda, including item #9, but excluding items #4 and #5. Second by Commissioner Porter. The motion carried unanimously.

Ellisville Public Supply Potable Water Wells Drilling Bid Award

The County opened bids for the installation of two Public Supply Potable Water Wells and two control buildings at Ellisville on January 11, 2008. Four bids (ranging in prices from \$497,900 to \$749,409) were received. Hughes Well Drilling submitted the lowest total bid price (\$497,900.00), which is 24.8 percent lower than the next lowest bid price of \$662,742.00 (Hall's Pump and Well). In accordance with the evaluation performed by Eutaw Utilities, Inc. of the

lowest responsible bidder, it is an accepted convention in a competitive bid environment to consider the apparent low bidder non-responsive if the bid is 20% less than the next lowest bid price. Further, in the advertisement for bids, unit prices were requested on what was considered to be four variable items.

In an interview with Mr. Hughes on January 18, 2008 he stated that he had inadvertently omitted labor and expenses to install the four items and that his bid prices for those items were for materials only. Based on that, Marc Neihaus of Eutaw Utilities who is the Ellisville Water and Sewer Project Engineer recommended the County negotiate with the next lowest bidder.

In further discussion it was learned that in that interview with Mr. Hughes, that regardless of the omission, he was still willing to do the work. Mr. Hughes has provided evidence of his ability to meet the county's bonding requirements and his prices for the remaining components necessary to complete the work are reasonable. Mr. Hughes has never drilled a well this large and does not have any experience in the chlorination component included in the bid.

Commissioner Williams said he would not support taking the bid from Mr. Hughes simply he omitted cost and come in too low. Commissioner Porter recalled a problem with Curt Construction where they made an honest mistake and were disqualified because a number was inserted in the wrong space. She said she didn't see how the county could do differently for Mr. Hughes than they did Curt Construction. Commissioner Williams explained that in the Curt Construction's case, the unit price was listed as \$1 and the correct amount would not convert the correct price. In this case, the bidder did not add his labor and some of the materials to the bid and is willing to honor his bid amount. There was no calculation or typographical error in the bid. Commissioner Porter feels there was still a "mistake" on Mr. Hughes part and he should be held to the same standard. Attorney Feagle reminded the Board that Curt was offered the opportunity to do the work at the bid price, but declined. Mr. Hughes addressed the Board stating he is willing to stand behind his bid amount.

Mr. Neihaus cautioned the Board that if something should go wrong and the county had to call the bond, the bond amount is the bid amount, so the county would have to come out of pocket for \$160,000. Mr. Neihaus said that should this happen it would likely be a lose-lose situation.

The Board has the option of (1) awarding the bid to Hughes Well Drilling and contract with Eutaw to oversee the project, (2) reject any/and all bids and re-advertise the same, (3) or reject Mr. Hughes' bid based on unit price bids are not responsive.

Attorney Feagle advised the county will have to have the bond in hand and approved before a contract is signed and the notice is given to proceed. A separate contract will be needed with Eutaw Utilities to monitor the construction.

MOTION by Commissioner Williams to award the bid to Hughes Well Drilling. Second by Commissioner Porter. The motion carried unanimously.

MOTION by Commissioner Williams to enter into an agreement with Eutaw Utilities for supervision of the project. Second by Commissioner Porter. The motion carried unanimously.

Special Projects

Special Projects – District 4 (\$3,000), and District 5 (\$3,000) to assist the CHS Dugout Club with the purchase of batting cages.

MOTION by Commissioner Porter to approve special project expenditures from District 4 and District 5 for \$3,000 each.

Columbia County Fire Department

Request to purchase TNT extrication demonstration equipment from Capitol Outlay in the amount of \$55,000. There is a savings of approximately \$27,600.

MOTION by Commissioner Williams to approve. Second by Commissioner Porter. The motion carried unanimously.

Commissioners – Items not on the agenda

Commissioner Williams referred to an article in the Lake City Reporter that addressed the county being “homeless.” Commissioner Williams said the newspaper article was not true. The commissioner said the county did have a meeting room in the late 80’s and early 90’s, but the building being older did not meet the ADA requirements. An agreement was then entered into with the Columbia County School Board to use the School Board Administration Office until renovations were complete on the courthouse. The original design of the courthouse had a meeting room for the Board of County Commissioners, but due to the rapid growth of the county a decision was made to relinquish the space to be used as a courtroom.

Public Input

Citizen Karl Burkhardt asked why the one acre parcel of property on Turner Road is so valuable. Commissioner Bailey said that it is his understanding from County Manager Williams that the property is zoned commercial.

Citizen Stewart Lilker was happy to report that Chief Judge E. Vernon Douglas has agreed to reinstate a law library. He told the Board that he met earlier in the day to discuss the law library with Chief Judge E. Vernon Douglas. Attending that meeting was Clerk of Courts DeWitt Cason, Court Administrator Sondra Williams, Attorney Ed Brown, and Deputy Clerk Sandy Markham. The history and future of the law library was discussed. Mr. Lilker advised that he requested that the law library be put in the downtown library, and that there be a kiosk with some of the needed books (i.e. Southern Second, Supreme Court Reporter, etc.). Mr. Lilker said that the law library will provide access to Florida Statutes, Federal Statutes, and Federal Supreme Court. Mr. Lilker said that the city officials are in favor of the library and are in favor of working with the County to renovate the library and work on the parking issue. Mr. Lilker briefly discussed the fees collected for the law library and encouraged the Board to use any excess monies to further enhance the law library.

Citizen Wayne Sapp asked if there is a timeframe where subdivision roadways are resurfaced, and if there is any amount of money tax payers are paying that goes into a road repair fund. Commissioner Williams responded that there is not a resurfacing timetable, but the County does plan to do something along those lines in the near future. Commissioner Williams said responded that all of the gas tax money goes into a road fund, but no ad valorem taxes. Mr. Sapp said the roads inside of the County Club, with exception to Commerce Road, are in very, very poor shape. He encouraged the Board to put a road resurfacing program in place.

Lance McDonald asked the status of the bypass road. Commissioner Williams said there are negotiations taking place with a land owner regarding boring test. The unidentified person asked if there are any plans to expand the I-75/I-90 interchange. The response was that according to DOT, that project is not “on the radar”. He asked if the county has a person on staff that applies for grants. The response was that the county constantly receives information on available grants and applies, but there is not a person hired for that alone.

Citizen Ron Buckler asked if there is anyone in the county who inspects the road work the developers are doing within the subdivisions, and if a compaction test is conducted. The response to both questions was "yes." He noted that the roads in Emerald and Cypress Lakes are buckling. Commissioner Williams replied it could have been that those roads were developed prior to inspections being required.

There being no further business to come before the Board, the meeting adjourned at 9:00 p.m.

Board of County Commissioners

ATTEST:

P. DeWitt Cason
Clerk of Circuit Court

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

CONSENT AGENDA

SECOND PAGE

MAY 1, 2008

(Continued)

- (18) Indigent Burial - Gateway-Forest Lawn Funeral Home - Thomas Hudson Worsley, Deceased - \$500.00
- (19) Florida Department of Health - Contract between Columbia County Board of County Commissioners/Columbia County Health Department Fiscal Year 2007-2008 - \$153,784.00
- (20) Columbia County Industrial Development Authority - Mayo Fertilizer Tax Rebate - \$6,130.07
- (21) Letter of Support - Department of Environmental Protection & David Still, Suwannee River Water Management - Support of the Proposed Columbia Aquifer Vulnerability Assessment (CAVA) Project
- (22) Revised Employment Agreement - Columbia County Board of County Commissioners/City of Lake City - Mario Coppock
- (23) Minute Approval- Board of County Commissioners - Regular Meeting - March 20, 2008

Gateway~Forest Lawn Funeral Home

P.O. Box 2263~3596 South Highway 441

Lake City, Florida 32056

386-752-1954

General Price List

386-752-1954

386-752-2238 Fax

18

INVOICE

April 24, 2008

Board of County Commissioner
Lake City, Florida

*REIMBURSEMENT FROM LAKE SHORE
HOSPITAL AUTHORITY*

RE: Thomas Hudson Worsley

DOD: April 18, 2008
Indigent Burial \$500.00

To Whom It May Concern:

This invoice is for Mr. Thomas Hudson Worsley for indigent burial.

If you have any questions, please contact James Curry, L.F.D.

Thank you for your help in this.

Gateway-Forest Lawn Funeral Home

"Locally Owned and Operated"

Brad Wheeler, L.F.D.
Amy Guerry, F.S.C.

Ted L. Guerry, Sr., L.F.D.
Owner

Chris Starling, L.F.D.
James M. Curry, II, L.F.D.

tommy

County Commisioners
P.O. BOX 1529
Lake City, Fl. 32056

Dear County Commisioners ,

I would like to ask you for assistance for my brother
(Thomas H. Worsley) [REDACTED]
to help cremate his remains. Unforutuntely he passed
April 18, 2008 he had no insurance ,and I his sister and
only kin does not have a job and greatly appericate any
assistance that you would help you can provide me at this time .

Thank You so much,
Cheryl A. Hall

Cheryl A. Hall

275 SW Orchard Court
Lake City, Fl. 32024
(386-755-4479)

Thank you.

RECEIVED
APR 21 2008

Board of County Commissioners
Columbia County

5/1/08
Agenda



Charlie Crist
Governor

Ana M. Viamonte Ros, M.D., M.P.H.
State Surgeon General

#19

April 28, 2008

Mr. Dewey Weaver, Chairman
Board of County Commissioners
PO Box 1529
Lake City, FL 32056

RE: FY 2007-08 Contract between the Columbia Board of County Commissioners and the Department of Health for the operation of the Columbia County Health Department.


Dear Chairman Weaver:

As specified in paragraph 4 section d., of the above referenced contract, either party may increase or decrease funds to the contract upon written notification to the other party. Accordingly, please find enclosed the following:

- Amended Page 2 reflecting change in state contribution
- An updated summary of revisions
- Revised Attachment II, Part I, II & III, incorporating the changes indicated in the summary and covering the period subsequent to the contract amendment.

If you have any questions, please feel free to contact me at 758-1037.

Sincerely,


Hugh Giebeig
Administrator

Enc.

CC: Beth Benton, Bureau of Budget Management

funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources are set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$ 1,651,130 (*State General Revenue, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$153,784 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this Agreement in the

SUMMARY OF FUNDING REVISIONS

1. Updated page 2 reflecting an increase of \$110,845 in state funds.
2. Update Attachment II, Part I, reflecting change in state and county drawdowns and beginning trust fund balance.
3. Update Attachment II, Part II, to reflect the following changes to planned revenue:
 - A. Decrease health promotion and education initiatives from \$58,823 to \$57,623
 - B. Increase General Revenue from \$653,571 to \$687,809
 - C. Decrease ALG Rebasing from \$27,311 to \$27,046
 - D. Add in Youth School & After School Tobacco Program \$62,500
 - E. Add in Transfer Agency Direct (Dental Grant Hamilton Hosp Authority) \$50,000
 - F. Increase Bioterrorism Planning and Readiness from \$67,309 to \$68,759
 - G. Increase Family Planning from \$47,805 to \$51,171
 - H. Increase Florida Pandemic Influenza from \$2,600 to \$13,356
 - I. Increase Environmental Health Fees from \$156,000 to \$201,706
 - J. Change State drawdown from \$50,602 to \$61,617
 - K. Add in Medicaid Dental \$44,000
 - L. Add in Grant Direct Hospital Authority \$47,108
 - M. Add in Grant Direct DEP \$63,000
 - N. Change County drawdown from \$38,174 to \$18,406
4. Update Attachment II, Part III to reflect change in planned expenditures
 - A. Increase planned expenditures in Immunization by \$38,140
 - B. Increase planned expenditures in Communicable Disease by \$5,000
 - C. Increase planned expenditures in Public Health Preparedness & response by \$11,000
 - D. Increase planned expenditures in Tobacco Prevention by \$62,000
 - E. Increase planned expenditures in WIC by \$4,000
 - F. Adjust planned expenditures in Family planning, lower county by \$19,718 and raise state the same
 - G. Increase planned expenditures in Dental Health by \$167,634
 - H. Increase planned expenditures in Limited Use Public Water by \$1,000
 - I. Increase planned expenditures in Public Water System by \$1,000
 - J. Increase planned expenditures in Individual Sewage Disposal by \$33,760
 - K. Increase planned expenditures in Storage Tank Compliance by \$200,346
 - L. Increase planned expenditures in Rabies Surveillance by \$3,000

ATTACHMENT II

COLUMBIA COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance as of 09/30/07	Estimated County Share of CHD Trust Fund Balance as of 09/30/07	Total
1. CHD Trust Fund Ending Balance 09/30/07	252,774	112,690	365,464
2. Drawdown for Contract Year October 1, 2007 to September 30, 2008	61,617	18,406	80,023
3. Special Capital Project use for Contract Year October 1, 2007 to September 30, 2008	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2007 to September 30, 2008	191,157	94,284	285,441

Note: The total of items 2, 3 and 4 must equal the ending balance in item 1.

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans

Pursuant to 154.02, F.S., At a minimum, the trust fund shall consist of: an operating reserve, consisting of 8.5 percent of the annual operating budget, maintained to ensure adequate cash flow from nonstate revenue sources.

Working Copy ATTACHMENT II

COLUMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2007 to September 30, 2008

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE					
015040	ALG/CESSPOOL IDENTIFICATION AND ELIMINATION	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PREV & SURV & FIELD STAFF	51,861	0	51,861	51,861
015040	ALG/CONTR TO CHDS-DENTAL PROGRAM	50,000	0	50,000	50,000
015040	ALG/CONTR TO CHDS-MIGRANT LABOR CAMP SANITATION	0	0	0	0
015040	ALG/CONTR. TO CHDS-IMMUNIZATION OUTREACH TEAMS	4,653	0	4,653	4,653
015040	ALG/CONTR. TO CHDS-INDOOR AIR ASSIST PROG	0	0	0	0
015040	ALG/CONTR. TO CHDS-MCH HEALTH - FIELD STAFF COST	0	0	0	0
015040	ALG/CONTR. TO CHDS-SOVEREIGN IMMUNITY	0	0	0	0
015040	ALG/CONTRIBUTION TO CHDS-PRIMARY CARE	10,045	0	10,045	10,045
015040	ALG/FAMILY PLANNING	28,641	0	28,641	28,641
015040	ALG/IPO - OUTREACH SOCIAL WORKERS CAT. 050707	24,000	0	24,000	24,000
015040	ALG/IPO HEALTHY START/IPO CAT 050707	0	0	0	0
015040	ALG/IPO-INFANT MORTALITY PROJECT CAT. 050707	0	0	0	0
015040	ALG/MCH-INFANT MORTALITY PROJECT CAT. 050870	0	0	0	0
015040	ALG/MCH-OUTREACH SOCIAL WORKERS CAT 050870	0	0	0	0
015040	ALG/PRIMARY CARE	129,986	0	129,986	129,986
015040	ALG/SCHOOL HEALTH/SUPPLEMENTAL	0	0	0	0
015040	CATE - ESCAMBIA	0	0	0	0
015040	CLOSING THE GAP PROGRAM	0	0	0	0
015040	COMMUNITY TB PROGRAM	14,615	0	14,615	14,615
015040	DENTAL SPECIAL INITIATIVE PROJECTS	0	0	0	0
015040	DUVAL TEEN PREGNANCY PREVENTION	0	0	0	0
015040	ENHANCED DENTAL SERVICES	0	0	0	0
015040	FL CLPPP SCREENING & CASE MANAGEMENT	0	0	0	0
015040	FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	0	0	0	0
015040	HEALTH PROMOTION & EDUCATION INITIATIVES	57,623	0	57,623	57,623
015040	IHEALTHY BEACHES MONITORING	0	0	0	0
015040	INDIGENT DENTAL CARE - ESCAMBIA	0	0	0	0
015040	LA LIGA CONTRA EL CANCER	0	0	0	0
015040	MEDIVAN PROJECT - BROWARD	0	0	0	0
015040	METRO ORLANDO URBAN LEAGUE TEENAGE PREG PREV	0	0	0	0
015040	PENALVER CLINIC - MIAMI-DADE	0	0	0	0
015040	PRIMARY CARE SPECIAL DENTAL PROJECTS	0	0	0	0
015040	PRIMARY CARE SPECIAL PROJECTS	0	0	0	0
015040	SPECIAL NEEDS SHELTER PROGRAM	0	0	0	0
015040	STATEWIDE DENTISTRY NETWORK - ESCAMBIA	0	0	0	0
015040	STD GENERAL REVENUE	0	0	0	0
015040	VOLUNTEER SCHOOL HEALTH NURSE GRANT	0	0	0	0
015050	ALG/CONTR TO CHDS	687,809	0	687,809	687,809
GENERAL REVENUE TOTAL		1,059,233	0	1,059,233	1,059,233
2. NON GENERAL REVENUE - STATE					
015010	ALG/CONTR TO CHDS-REBASING TOBACCO TF	27,046	0	27,046	27,046
015010	BASIC SCHOOL HEALTH - TOBACCO TF	55,000	0	55,000	55,000
015010	CHD PROGRAM SUPPORT	14,096	0	14,096	14,096
015010	FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	0	0	0	0
015010	FULL SERVICE SCHOOLS - TOBACCO TF	61,618	0	61,618	61,618

Working Copy ATTACHMENT II

COLUMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2007 to September 30, 2008

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
2. NON GENERAL REVENUE - STATE					
015010	ONSITE SEWAGE RESEARCH PROGRAM	0	0	0	0
015010	YOUTH SCHOOL AND AFTER SCHOOL PROGRAM	62,500	0	62,500	62,500
015010	PUBLIC SWIMMING POOL PROGRAM	0	0	0	0
015010	SUPPLEMENTAL/COMPREHENSIVE SCHOOL HEALTH - TOB TF	0	0	0	0
015010	TOBACCO PREVENTION & CESSATION PROGRAM	80,485	0	80,485	80,485
015010	VARICELLA IMMUNIZATION REQUIREMENT TOBACCO TF	2,491	0	2,491	2,491
015018	Summer Food Program	0	0	0	0
015020	TRANSFER AGENCY DIRECT	50,000	0	50,000	50,000
015020	ALG/CONTR TO CHDS-SAFE DRINKING WATER PRG/DEP ADM	0	0	0	0
015020	FOOD AND WATERBORNE DISEASE PROGRAM ADM TF/DACS	0	0	0	0
015010	TITLXXI/SCHOOL HEALTH/SUPPLEMENTAL	0	0	0	0
NON GENERAL REVENUE TOTAL		353,236	0	353,236	353,236
3. FEDERAL FUNDS - State					
007000	AIDS PREVENTION	108,523	0	108,523	108,523
007000	AIDS SEROPREVALENCE	0	0	0	0
007000	AIDS SURVEILLANCE	0	0	0	0
007000	BIOTERR SURVEILLANCE & EPIDEMIOLOGY	0	0	0	0
007000	BIOTERRORISM PLANNING & READINESS	68,759	0	68,759	68,759
007000	CHILDHOOD LEAD POISONING PREVENTION	0	0	0	0
007000	COASTAL BEACH MONITORING PROGRAM	0	0	0	0
007000	COMPREHENSIVE CARDIOVASCULAR PROGRAM	0	0	0	0
007000	DIABETES CONTROL PROGRAM	0	0	0	0
007000	FGTF/AIDS MORBIDITY	0	0	0	0
007000	FGTF/BREAST & CERVICAL CANCER-ADMIN/CASE MAN	0	0	0	0
007000	FGTF/FAMILY PLANNING TITLE X SPECIAL INITIATIVES	0	0	0	0
007000	FGTF/FAMILY PLANNING-TITLE X	51,171	0	51,171	51,171
007000	FGTF/IMMUNIZATION ACTION PLAN	6,764	0	6,764	6,764
007000	FGTF/WIC ADMINISTRATION	13,475	0	13,475	13,475
007000	FLORIDA PANDEMIC INFLUENZA	13,356	0	13,356	13,356
007000	HEALTH PROGRAM FOR REFUGEES	0	0	0	0
007000	IMMUNIZATION FIELD STAFF EXPENSE	0	0	0	0
007000	IMMUNIZATION SPECIAL PROJECT	2,141	0	2,141	2,141
007000	IMMUNIZATION SUPPLEMENTAL	0	0	0	0
007000	IMMUNIZATION WIC-LINKAGES	0	0	0	0
007000	IMMUNIZATION-WIC LINKAGES	0	0	0	0
007000	MCH BGTF-GADSDEN SCHOOL CLINIC	0	0	0	0
007000	MCH BGTF-HEALTHY START IPO	0	0	0	0
007000	MCH BGTF-INFANT MORTALITY PROJECT	0	0	0	0
007000	MCH BGTF-MCH/CHILD HEALTH	16,892	0	16,892	16,892
007000	MCH BGTF-MCH/DENTAL PROJECTS	0	0	0	0
007000	MCH BGTF-OUTREACH SOCIAL WORKERS	0	0	0	0
007000	PHHSBG/STEP UP FLORIDA! HEALTHY COMMUNITIES	0	0	0	0
007000	PHP-CITIES RESPONSE INITIATIVE	0	0	0	0
007000	PHP-CITIES RESPONSE INITIATIVE 2006-2007	0	0	0	0
007000	RAPE PREVENTION & EDUCATION GRANT 2007	0	0	0	0
007000	RAPE PREVENTION & EDUCATION GRANT 2008	0	0	0	0
007000	RISK COMMUNICATIONS	0	0	0	0

Working Copy ATTACHMENT II

COLUMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2007 to September 30, 2008

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
3. FEDERAL FUNDS - State					
007000 RYAN WHITE	0	0	0	0	0
007000 RYAN WHITE - EMERGING COMMUNITIES	0	0	0	0	0
007000 RYAN WHITE-AIDS DRUG ASSIST PROG-ADMIN	14,336	0	14,336	0	14,336
007000 RYAN WHITE-CONSORTIA	0	0	0	0	0
007000 SCHOOL HEALTH BASIC - MCH BLOCK GRANT	6,719	0	6,719	0	6,719
007000 STD FEDERAL GRANT - CSPS	0	0	0	0	0
007000 STD PROGRAM - PHYSICIAN TRAINING CENTER	0	0	0	0	0
007000 STD PROGRAM INFERTILITY PREVENTION PROJECT (IPP)	0	0	0	0	0
007000 STD PROGRAM INFERTILITY PREVENTION PROJECT (IPP)	0	0	0	0	0
007000 STEP UP FLORIDA! HEALTHY COMMUNITIES	0	0	0	0	0
007000 SYPHILIS ELIMINATION	0	0	0	0	0
007000 TESTING HIV SERONEGATIVE HEADQUARTERS	0	0	0	0	0
007000 TUBERCULOSIS CONTROL - FEDERAL GRANT	0	0	0	0	0
007000 WIC BREASTFEEDING PEER COUNSELING 2007	0	0	0	0	0
007000 WIC BREASTFEEDING PEER COUNSELING PROG FFY 2005	0	0	0	0	0
007000 WIC INFRASTRUCTURE 2006	0	0	0	0	0
015009 MEDIPASS WAIVER-ILTHY STRT CLIENT SERVICES	0	0	0	0	0
015009 MEDIPASS WAIVER-SOBRA	0	0	0	0	0
015009 SCHOOL HEALTH-SUPPLEMENT-TANF	0	0	0	0	0
015075 Refugee Screening	0	0	0	0	0
FEDERAL FUNDS TOTAL	302,136	0	302,136	0	302,136
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE					
001020 TANNING FACILITIES	2,823	0	2,823	0	2,823
001020 BODY PIERCING	0	0	0	0	0
001020 MIGRANT HOUSING PERMIT	0	0	0	0	0
001020 MOBILE HOME AND PARKS	7,964	0	7,964	0	7,964
001020 FOOD HYGIENE PERMIT	8,180	0	8,180	0	8,180
001020 BIOHAZARD WASTE PERMIT	0	0	0	0	0
001020 SWIMMING POOLS	6,030	0	6,030	0	6,030
001020 PRIVATE WATER CONSTR PERMIT	0	0	0	0	0
001020 PUBLIC WATER ANNUAL OPER PERMIT	7,475	0	7,475	0	7,475
001020 PUBLIC WATER CONSTR PERMIT	0	0	0	0	0
001020 NON-SDWA SYSTEM PERMIT	0	0	0	0	0
001020 SAFE DRINKING WATER	4,175	0	4,175	0	4,175
001092 NON SDWA LAB SAMPLE	0	0	0	0	0
001092 OSDS VARIANCE FEE	0	0	0	0	0
001092 ENVIRONMENTAL HEALTH FEES	201,706	0	201,706	0	201,706
001092 OSDS REPAIR PERMIT	0	0	0	0	0
001092 OSDS PERMIT FEE	0	0	0	0	0
001092 I & M ZONED OPERATING PERMIT	0	0	0	0	0
001092 AEROBIC OPERATING PERMIT	0	0	0	0	0
001092 SEPTIC TANK SITE EVALUATION	0	0	0	0	0
001170 LAB FEE CHEMICAL ANALYSIS	0	0	0	0	0
001170 NONPOTABLE WATER ANALYSIS	0	0	0	0	0
001170 WATER ANALYSIS-POTABLE	0	0	0	0	0
010304 MQA INSPECTION FEE	0	0	0	0	0

Working Copy ATTACHMENT II.

COLUMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2007 to September 30, 2008

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	238,353	0	238,353	0	238,353
5. OTHER CASH CONTRIBUTIONS - STATE					
010304 STATIONARY POLLUTANT STORAGE TANKS	322,700	0	322,700	0	322,700
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	61,617	0	61,617	0	61,617
OTHER CASH CONTRIBUTIONS TOTAL	384,317	0	384,317	0	384,317
6. MEDICAID - STATE/COUNTY					
001056 MEDICAID PHARMACY	0	0	0	0	0
001076 MEDICAID TB	0	0	0	0	0
001078 MEDICAID ADMINISTRATION OF VACCINE	0	0	0	0	0
001079 MEDICAID CASE MANAGEMENT	0	0	0	0	0
001080 MEDICAID OTHER	14,434	20,566	35,000	0	35,000
001081 MEDICAID CHILD HEALTH CHECK UP	0	0	0	0	0
001082 MEDICAID DENTAL	18,146	25,854	44,000	0	44,000
001083 MEDICAID FAMILY PLANNING	1,200	10,800	12,000	0	12,000
001087 MEDICAID STD	0	0	0	0	0
001089 MEDICAID AIDS	0	0	0	0	0
001147 MEDICAID HMO RATE	0	0	0	0	0
001191 MEDICAID MATERNITY	0	0	0	0	0
001192 MEDICAID COMPREHENSIVE CHILD	0	0	0	0	0
001193 MEDICAID COMPREHENSIVE ADULT	0	0	0	0	0
001194 MEDICAID LABORATORY	0	0	0	0	0
001208 MEDIPASS \$3.00 ADM. FEE	4,981	4,981	9,962	0	9,962
MEDICAID TOTAL	38,761	62,201	100,962	0	100,962
7. ALLOCABLE REVENUE - STATE					
018000 REFUNDS	0	0	0	0	0
037000 PRIOR YEAR WARRANT	0	0	0	0	0
038000 12 MONTH OLD WARRANT	0	0	0	0	0
ALLOCABLE REVENUE TOTAL	0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
PHARMACY SERVICES	0	0	0	43,320	43,320
LABORATORY SERVICES	0	0	0	66,736	66,736
TB SERVICES	0	0	0	0	0
IMMUNIZATION SERVICES	0	0	0	58,065	58,065
STD SERVICES	0	0	0	0	0
CONSTRUCTION/RENOVATION	0	0	0	0	0
WIC FOOD	0	0	0	1,318,256	1,318,256
ADAP	0	0	0	41,880	41,880
DENTAL SERVICES	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	1,528,257	1,528,257
9. DIRECT COUNTY CONTRIBUTIONS - COUNTY					
008030 BCC Contribution from Health Care Tax	0	0	0	0	0

Working Copy ATTACHMENT II.

COLUMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2007 to September 30, 2008

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
9. DIRECT COUNTY CONTRIBUTIONS - COUNTY					
008034 BCC Contribution from General Fund	0	153,784	153,784	0	153,784
DIRECT COUNTY CONTRIBUTION TOTAL	0	153,784	153,784	0	153,784
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001060 VITAL STATISTICS FEES OTHER	0	0	0	0	0
001077 RABIES VACCINE	0	0	0	0	0
001077 CHILD CAR SEAT PROG	0	0	0	0	0
001077 PERSONAL HEALTH FEES	0	24,500	24,500	0	24,500
001077 AIDS CO-PAYS	0	0	0	0	0
001094 LOCAL ORDINANCE FEES	0	82,615	82,615	0	82,615
001094 ADULT ENTER. PERMIT FEES	0	0	0	0	0
001114 NEW BIRTH CERTIFICATES	0	23,994	23,994	0	23,994
001115 DEATH CERTIFICATES	0	35,266	35,266	0	35,266
001117 VITAL STATS-ADM. FEE 50 CENTS	0	1,394	1,394	0	1,394
FEES AUTHORIZED BY COUNTY TOTAL	0	167,769	167,769	0	167,769
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001009 RETURNED CHECK ITEM	0	0	0	0	0
001029 THIRD PARTY REIMBURSEMENT	0	700	700	0	700
001029 HEALTH MAINTENANCE ORGAN. (HMO)	0	0	0	0	0
001054 MEDICARE PART D	0	0	0	0	0
001077 RYAN WHITE TITLE II	0	0	0	0	0
001090 MEDICARE PART B	0	26,786	26,786	0	26,786
001190 Health Maintenance Organization	0	0	0	0	0
005040 INTEREST EARNED	0	0	0	0	0
005041 INTEREST EARNED-STATE INVESTMENT ACCOUNT	0	6,500	6,500	0	6,500
007010 U.S. GRANTS DIRECT	0	0	0	0	0
008010 Contribution from City Government	0	0	0	0	0
008020 Contribution from Health Care Tax not thru BCC	0	0	0	0	0
008050 School Board Contribution	0	0	0	0	0
010300 SALE OF GOODS AND SERVICES TO STATE AGENCIES	0	0	0	0	0
010301 EXP WITNESS FEE CONSULTNT CHARGES	0	0	0	0	0
010405 SALE OF PHARMACEUTICALS	0	0	0	0	0
010409 SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
011000 GRANT-DIRECT RYAN WHITE	0	12,750	12,750	0	12,750
011000 HOSPITAL AUTHORITY	0	47,108	47,108	0	47,108
011000 DEP	0	63,000	63,000	0	63,000
011000 GRANT-DIRECT	0	0	0	0	0
011000 GRANT-DIRECT	0	0	0	0	0
011000 GRANT-DIRECT	0	0	0	0	0
011000 GRANT-DIRECT	0	0	0	0	0
011000 GRANT-DIRECT	0	0	0	0	0
011001 HEALTHY START COALITION CONTRIBUTIONS	0	149,009	149,009	0	149,009
011007 CASH DONATIONS PRIVATE	0	0	0	0	0
012020 FINES AND FORFEITURES	0	0	0	0	0
012021 RETURN CHECK CHARGE	0	0	0	0	0
028020 INSURANCE RECOVERIES-OTHER	0	0	0	0	0

Working Copy ATTACHMENT II.

COLUMBIA COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department

October 1, 2007 to September 30, 2008

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	18,406	18,406	0	18,406
008060 Special Project Contribution	0	0	0	0	0
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	324,259	324,259	0	324,259
12. ALLOCABLE REVENUE - COUNTY					
018000 REFUNDS	0	0	0	0	0
037000 PRIOR YEAR WARRANT	0	0	0	0	0
038000 12 MONTH OLD WARRANT	0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL	0	0	0	0	0
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	164,700	164,700
BUILDING MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
UTILITIES	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	164,700	164,700
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT/VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	2,376,036	708,013	3,084,049	1,692,957	4,777,006

**Working Copying ATTACHMENT II
COLUMBIA COUNTY HEALTH DEPARTMENT**

Part III Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2007 to September 30, 2008

	FTE's (0.00)	Clients Units	Services	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
A. COMMUNICABLE DISEASE CONTROL:										
VITAL STATISTICS (180)	1.20	4,107	8,423	11,650	13,677	11,650	13,677	0	50,654	50,654
IMMUNIZATION (101)	2.24	1,471	3,005	41,188	45,034	22,118	25,964	111,872	22,432	134,304
STD (102)	2.38	220	925	26,502	31,112	26,502	31,113	103,685	11,544	115,229
A.I.D.S. (103)	3.17	235	560	35,346	41,494	35,346	41,494	139,391	14,289	153,680
TB CONTROL SERVICES (104)	0.14	36	169	3,361	3,946	3,361	3,947	14,615	0	14,615
COMM. DISEASE SURV. (106)	0.28	0	0	5,576	5,025	2,576	3,025	13,065	3,137	16,202
HEPATITIS PREVENTION (109)	0.06	59	132	563	661	563	662	1,763	686	2,449
PUBLIC HEALTH PREP AND RESP (116)	1.39	0	0	23,452	27,531	34,452	27,531	103,798	9,168	112,966
COMMUNICABLE DISEASE SUBTOTAL	10.86	6,128	13,214	147,638	168,480	136,568	147,413	488,189	111,910	600,099
B. PRIMARY CARE:										
CHRONIC DISEASE SERVICES (210)	1.14	1,193	1,193	19,421	22,799	19,421	22,798	77,267	7,172	84,439
TOBACCO PREVENTION (212)	1.14	0	0	24,641	28,927	87,141	28,928	162,174	7,463	169,637
HOME HEALTH (215)	0.00	0	0	0	0	0	0	0	0	0
W.I.C. (221)	0.50	3,468	13,004	7,309	8,233	5,309	6,234	24,394	2,691	27,085
FAMILY PLANNING (223)	5.68	912	3,112	75,499	88,629	75,499	88,629	277,517	50,739	328,256
IMPROVED PREGNANCY OUTCOME (225)	0.07	26	80	5,520	6,480	5,520	6,480	24,000	0	24,000
HEALTHY START PRENATAL (227)	2.16	318	4,613	29,430	34,549	29,430	34,549	38,487	89,471	127,958
COMPREHENSIVE CHILD HEALTH (229)	0.05	100	300	4,830	5,670	4,830	5,670	19,850	1,150	21,000
HEALTHY START INFANT (231)	1.70	276	2,628	22,045	25,878	22,045	25,879	18,247	77,600	95,847
SCHOOL HEALTH (234)	0.00	0	57,760	28,368	33,301	28,368	33,300	123,337	0	123,337
COMPREHENSIVE ADULT HEALTH (237)	5.29	682	2,371	81,256	95,388	81,256	95,389	293,577	59,712	353,289
DENTAL HEALTH (240)	1.00	400	800	11,500	46,676	88,454	71,004	144,672	72,962	217,634
Healthy Start Interconception Woman (232)	0.04	37	74	920	1,080	920	1,081	0	4,001	4,001
PRIMARY CARE SUBTOTAL	18.77	7,412	85,935	310,739	397,610	448,193	419,941	1,203,522	372,961	1,576,483
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COASTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	1.30	152	3,194	16,324	19,164	17,324	19,164	30,758	41,218	71,976
PUBLIC WATER SYSTEM (358)	0.69	0	3,734	9,186	10,783	10,186	10,783	0	40,938	40,938
PRIVATE WATER SYSTEM (359)	0.17	0	817	2,288	2,687	2,288	2,687	0	9,950	9,950
INDIVIDUAL SEWAGE DISP. (361)	4.62	961	2,789	62,762	73,677	96,522	73,677	240,152	66,486	306,638
Group Total	6.78	1,113	10,534	90,560	106,311	126,320	106,311	270,910	158,592	429,502
Facility Programs										
FOOD HYGIENE (348)	0.28	70	292	3,694	4,337	3,694	4,337	13,855	2,207	16,062
BODY ART (349)	0.00	0	0	0	0	0	0	0	0	0
GROUP CARE FACILITY (351)	0.42	133	199	5,346	6,276	5,346	6,276	16,736	6,508	23,244
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0
HOUSING,PUBLIC BLDG SAFETY,SANITATION (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARKS SERVICES (354)	0.09	80	196	1,832	2,150	1,832	2,150	7,964	0	7,964
SWIMMING POOLS/BATHING (360)	0.16	58	120	2,285	2,683	2,285	2,683	8,842	1,094	9,936
BIOMEDICAL WASTE SERVICES (364)	0.00	0	0	0	0	0	0	0	0	0

**Working Copying ATTACHMENT II.
COLUMBIA COUNTY HEALTH DEPARTMENT**

Part III Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2007 to September 30, 2008

	FTE's (0.00)	Clients		Quarterly Expenditure Plan				State	County	Grand Total
		Units	Services	1st	2nd (Whole dollars only)	3rd	4th			
C. ENVIRONMENTAL HEALTH:										
Facility Programs										
TANNING FACILITY SERVICES (369)	0.01	8	17	649	762	649	763	2,823	0	2,823
Group Total	0.96	349	824	13,806	16,208	13,806	16,209	50,220	9,809	60,029
Groundwater Contamination										
STORAGE TANK COMPLIANCE (355)	3.25	228	1,343	45,168	53,023	197,040	101,497	361,140	35,588	396,728
SUPER ACT SERVICE (356)	0.01	12	12	182	214	182	213	570	221	791
Group Total	3.26	240	1,355	45,350	53,237	197,222	101,710	361,710	35,809	397,519
Community Hygiene										
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
OCCUPATIONAL HEALTH (344)	0.03	0	30	474	557	474	557	1,485	577	2,062
CONSUMER PRODUCT SAFETY (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.14	86	216	1,798	2,111	1,798	2,112	0	7,819	7,819
RABIES SURVEILLANCE/CONTROL SERVICES (366)	0.13	18	61	2,733	4,035	1,733	2,035	0	10,536	10,536
ARBOVIRUS SURVEILLANCE (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
AIR POLLUTION (371)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.30	104	307	5,005	6,703	4,005	4,704	1,485	18,932	20,417
ENVIRONMENTAL HEALTH SUBTOTAL	11.30	1,806	13,020	154,721	182,459	341,353	228,934	684,325	223,142	907,467
D. SPECIAL CONTRACTS:										
SPECIAL CONTRACTS (599)	0.00	0	0	0	0	0	0	0	0	0
SPECIAL CONTRACTS SUBTOTAL	0.00	0	0	0	0	0	0	0	0	0
TOTAL CONTRACT	40.93	15,346	112,169	613,098	748,549	926,114	796,288	2,376,036	708,013	3,084,049

#20

April 4, 2008

To: Dale Williams: Columbia County Manager

From: Jim Poole: Columbia County IDA Executive Director



Subject: Mayo Fertilizer Tax Rebate

I have reviewed the taxes paid by Mayo Fertilizer. They are eligible for a rebate of \$6130.07 based on our job creation agreement with them.

I am including a copy of their tax bill and the check to Ronnie Brannon paying the 2007 Ad Valorem taxes.

RONNIE BRANNON

COLUMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Reminder REAL ESTATE 2007 122391.0000

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
R07463-002		768,468		768,468	002

MAYO FERTILIZER INC
P O BOX 357
MAYO FL 32066

36-3S-17 4100/4100 24.10 Acres
COMM NW COR, RUN E 1675.73 FT
TO E R/W RD FOR POB, CONT E
1888.5 FT TO NE COR OF NW1/4
OF THE NE1/4, RUN S 502.11 FT
See Tax Roll For Extra Legal

TAXES PAID AFTER MAY 5, '08
WILL BE ADVERTISED

2704532.0001 of 0001
 02/31/2008
 14,782.72
 MAYO FERTILIZER INC

RONNIE BRANNON TAX COLLECTOR

AD VALOREM TAXES				
TAXING AUTHORITY	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
C001 BOARD OF COUNTY COMMISS	7.8530		768,468	6,034.78
S002 COLUMBIA COUNTY SCHOOL			768,468	
DISCRETIONARY	0.7600		768,468	584.03
LOCAL	4.7800		768,468	3,673.28
CAPITAL OUTLAY	2.0000		768,468	1,536.94
WSR SUWANNEE RIVER WATER M	0.4399		768,468	338.05
HLSH LAKE SHORE HOSPITAL AUT	2.0220		768,468	1,553.84
IIDA COLUMBIA COUNTY INDUS	0.1240		768,468	95.29
TOTAL MILLAGE			17.9789	AD VALOREM TAXES
				13,816.21

\$ 6,130.07 Rebate
Jim Book
IIDA Ex 4/14/08

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
FFIR FIRE ASSESSMENTS		966.51
NON-AD VALOREM ASSESSMENTS		966.51

Please Retain this Portion for your Records


COMBINED TAXES AND ASSESSMENTS		14,782.72	See reverse side for important information	
IF PAID BY	Mar 31 2008	Apr 30 2008	May 23 2008	
PLEASE PAY	14,782.72	15,226.20	15,243.70	

MAYO FERTILIZER, INC.
 P.O BOX 357
 MAYO, FL 32066
 386-294-2024

2050
 63-551/631

DATE 3/31/08

PAY TO THE ORDER OF Ronnie Brannon Tax Collector \$ 14782.72

Fourteen thousand seven hundred eighty two 72/100 DOLLARS  Security features included. Details on back.



John Law

MEMO _____
 @002050 @063105515 @0021628301

RONNIE BRANNON, CFC
 COLUMBIA COUNTY TAX COLLECTOR

2007 REAL ESTATE
 NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

01223910000

TAX ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
R07463-002		768,468	0	768,468	002

AT0021594 R
 MAYO FERTILIZER INC
 P O BOX 357
 MAYO FL 32066-0357

36-3S-17 4100/4100 24.1 acres
 COMM NW COR, RUN E 1675.73 FT
 TO E R/W RD FOR POB, CONT E
 1888.5 FT TO NE COR OF NW1/4
 OF THE NE1/4, RUN S 502.11 FT
 See Tax Roll for extra legal.

PAY IN U.S. FUNDS TO RONNIE BRANNON TAX COLLECTOR • 135 NE HERNANDO AVE., SUITE 125, LAKE CITY, FL 32055-4006 • www.columbiataxcollector.com

IF PAID BY	Nov 30	Dec 31	Jan 31	Feb 29	Mar 31
PLEASE PAY	14,191.41	14,339.24	14,487.07	14,634.89	14,782.72

5/1/08
Agenda

Dale Williams

From: Jim Stevenson [florida_springs@comcast.net]
Sent: Monday, April 28, 2008 9:25 AM
To: Dale Williams
Subject: Aquifer Vulnerability Assessment
Attachments: CAVA letter.doc; Map-LAVA.png

#21

Date:
Thank you for agreeing to send a letter to DEP and to David Still in support of the proposed CAVA project. Sample text is attached along with the LAVA map.

Jim

Please send the DEP letter to:
Rick Hicks
Groundwater Section
Department of Environmental Protection
2600 Blairstone Rd. MS 3575
Tallahassee, FL 32399-2400

Copy to :
Connie Bersok
Springs Initiative Section
Department of Environmental Protection
2600 Blairstone Rd. MS 3512
Tallahassee, FL 32399-2400

“As you know, the Floridan Aquifer is among our county’s most precious and sensitive resources, providing fresh water to our residents and giving rise to Ichetucknee Springs. As more and more people call Columbia County their home, pressures increase on this vital source of ground water. As a result, the need to implement wise planning measures to protect ground-water resources is greater than ever.

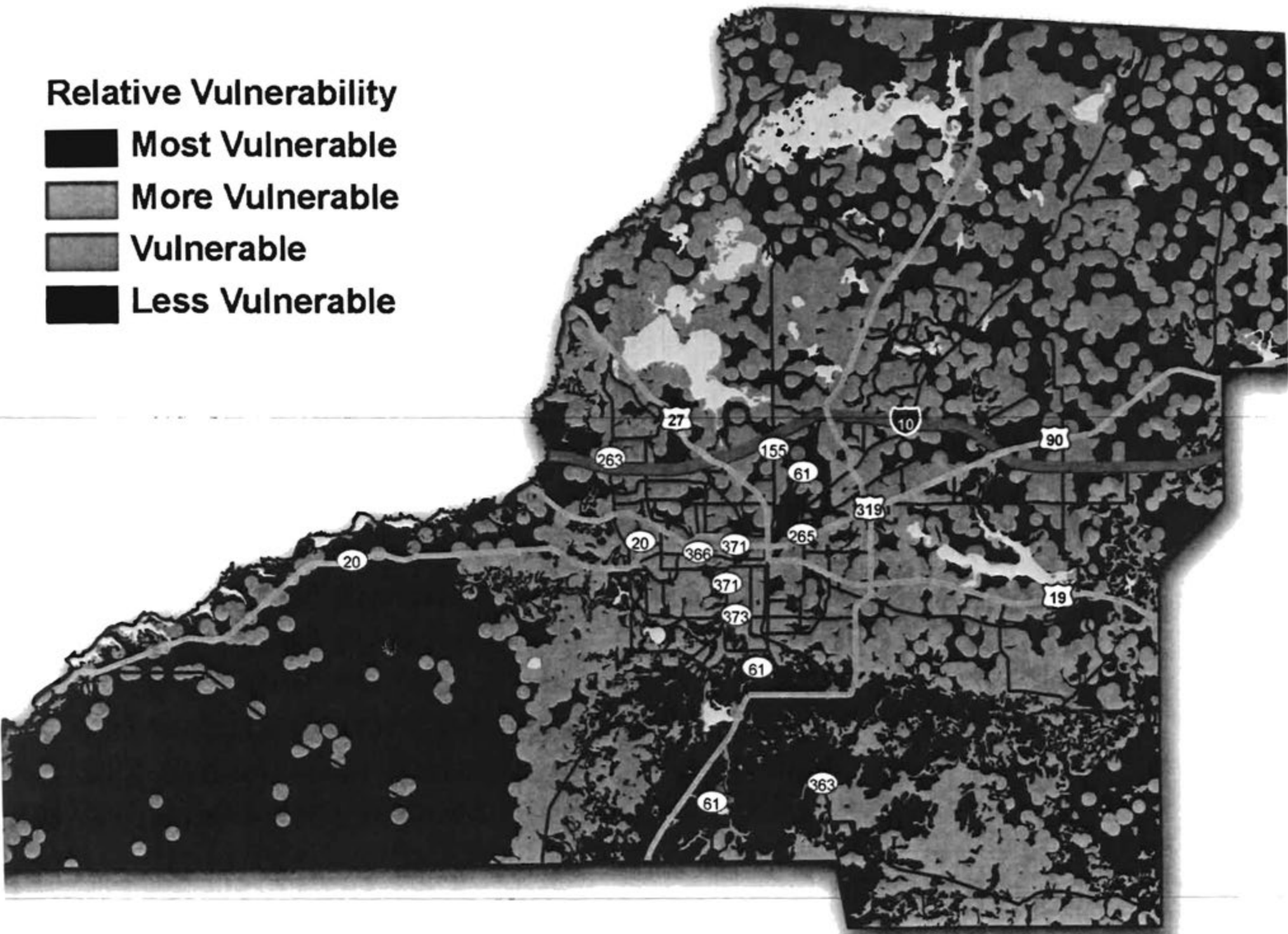
We note that other counties in Florida have benefited from implementing an aquifer vulnerability assessment patterned after the FDEP’s FAVA project. We see that Alachua, Leon, Wakulla, Marion, Citrus and Levy counties all have this powerful tool at their disposal to enhance land-use planning, wastewater and stormwater management, springs protection, sensitive land acquisition and many other ground-water protection efforts.

Conserving the quality of the Floridan Aquifer is critical to help our county ensure it remains a reliable and healthy resource for generations to come. Identifying areas where an aquifer system is more vulnerable to contamination is a critical component of any comprehensive ground-water management program. An aquifer vulnerability assessment will meet this need and enable our county to take a pro-active approach to the protection of the aquifer, which can save significant time and increase the value of our protection efforts.

Our efforts to protect ground-water resources in Columbia County would greatly improve and have greater value if an aquifer vulnerability assessment were available for our use. Please consider this a letter of support for a FAVA-style aquifer vulnerability assessment to be completed for Columbia county, and a commitment to put the results of such a model to use.”

Relative Vulnerability

- Most Vulnerable
- More Vulnerable
- Vulnerable
- Less Vulnerable





City of Lake City

Purchasing & Contracting

205 N. Marion Avenue
Lake City, FL 32055
PH: (386) 719-5816/5818
Fax: (386) 755-6112
E-mail: purchasing@lcfla.com

#22

5/1/08
Agenda
April 24, 2008

Dewey Weaver, Chairman
Board of County Commissioners
135 NE Hernando Avenue
Courthouse Annex
Lake City, FL 32055

HAND DELIVERED

Re: 2008-025 Revised Employment Agreement

Enclosed are three (3) copies of the Revised Employment Agreement between Columbia County and the City of Lake City that was approved by City Council Resolution 2008-025 on Monday, April 21, 2008.

Please execute these documents; retain one stamped "duplicate" for your files; and return the other two to my attention at your earliest convenience.

If you have any questions, please contact me at (386) 719-5816.

Respectfully,

Laurette Burks
Purchasing Coordinator

Enc (3)

CITY COUNCIL RESOLUTION NO. 2008-025

A RESOLUTION AUTHORIZING THE CITY OF LAKE CITY, FLORIDA, ("CITY") TO AMEND THE EMPLOYMENT AGREEMENT WITH COLUMBIA COUNTY, FLORIDA ("COUNTY") RELATING TO ASSIGNING CITY EMPLOYEE, MARIO COPPOCK, TO COUNTY FOR A PERIOD OF TIME, AS PREVIOUSLY AUTHORIZED BY CITY COUNCIL RESOLUTION NO. 2008-017.

WHEREAS, by City Council Resolution No. 2008-017, City authorized and approved an Employment Agreement with the County to assign Mario Coppock, a City employee, to the County to work with and assist the County with promoting and directing County's recreational program and activities for a period of time and in accordance with the terms and conditions of the Employment Agreement; and

WHEREAS, County and Employee have requested the Employment Agreement to be amended to provide an additional provision; and

WHEREAS, the City has determined that it is proper and in the interest of the City, County and Employee that the additional provision be approved and included in the Revised Employment Agreement, copy of which is attached hereto as Exhibit "A" (herein the "Revised Employment Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The City is hereby authorized to enter into the Revised Employment Agreement and the Mayor is authorized to execute the Revised Employment Agreement for and on behalf of the City.

PASSED AND ADOPTED at a meeting of the City Council this 21st day of March, 2008.

Steph M. Witt
Mayor-Councilman

ATTEST:

Audrey E. Sikes
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: Herbert F. Darby
HERBERT F. DARBY
City Attorney

REVISED

EMPLOYMENT AGREEMENT

BETWEEN

COLUMBIA COUNTY FLORIDA

AND

THE CITY OF LAKE CITY

THIS EMPLOYMENT AGREEMENT executed this _____, 2008, between the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA** ("County"), herein sometimes referred to as Contractual Employer and **THE CITY OF LAKE CITY, FLORIDA**, herein sometimes referred to as Current Employer, regarding **MARIO COPPOCK**, herein sometimes referred to as Employee.

WITNESSETH:

WHEREAS, Current Employer and Contractual Employer wish to enter into a contractual agreement specifying the terms and conditions of the employment arrangement between Current Employer, Contractual Employer and Employee as more particularly set forth herein; and

WHEREAS, the parties to this agreement believe such a contractual agreement will be in the best interest of the parties as well as the citizens and residents of Columbia County, Florida.

NOW, THEREFORE, in consideration of the mutual covenants, promises, rights, and responsibilities of the parties hereto, Contractual Employer, Current Employer, and Employee covenant and agree as follows:


1. Employee shall remain employed with the Current Employer until fully vested in the retirement plan of the Current Employer (on or about February, 2009).
2. Employee shall continue to receive salary as established by Columbia County and all benefits, including, but not limited to, retirement, leave accrual, FICA, Medicare, and all other existing terms and conditions of employment from Current Employer. If the contract is not renewed and the Employee returns to work with the City, the Employee's salary will revert back to the original amount currently paid by the City, plus any COLA or other salary adjustments granted other employees of the City. If City grants any bonus to City employees during the period Employee is on loan to the County, Employee will not be eligible to receive any bonus.
3. Contractual Employer shall appoint a supervisor to monitor and direct loaned employee for the term of this agreement.


4. Employee shall be "loaned" to Contractual Employer by Current Employer and will be responsible for promoting, assisting with, and directing recreational programs and activities in Columbia County during the term of this agreement.
5. Current Employer will surplus Ford F-150 pickup truck vehicle identification number# 1FTRF12V86NB22170 then transfer title of vehicle to Contractual Employer for use as needed by loaned employee.
6. Contractual Employer shall reimburse Current Employer once annually at the beginning of the fiscal year and upon the execution of this contract for all expenses incurred by Employee for payment of salary and benefits as outlined in section 2 above during the term of this agreement. Current Employer shall provide Contractual Employer with a detailed billing of these expenses at least monthly.
7. The term of this agreement shall commence February 1, 2008 and end February 28, 2009.
8. This agreement may be terminated with a notice of (30) days or modified as to its terms and conditions within thirty (30) days of its execution.
9. No waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
10. This document contains the entire agreement between the parties concerning the employment arrangement of Employee between the Current Employer and the Contractual Employer and supersedes any prior agreements.
11. This agreement shall be binding upon and inure to the benefit of the parties hereto and any successors to the Board of County Commissioners of the County. The interpretation of this agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 2008.

Signed, sealed and delivered
in the presence of:

Signed, sealed and delivered
in the presence of:





**BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY FLORIDA**

By: _____

Dewey Weaver, Chairman
"Contractual Employer"

**CITY OF LAKE CITY
LAKE CITY FLORIDA**

By:  _____

Scott Reynolds, City Manager
"Current Employer"

Signed, sealed and delivered

In the presence of:

George P. Morris
Laurette Banks

Approved and consented to:

By: Mario A. Coppock 4/24/08
Mario A. Coppock
"Employee"

APPROVED AS TO FORM AND LEGALITY:

By: Herbert F. Darby
HERBERT F. DARBY
City Attorney

draft

#23

The Board of County Commissioners met in a regularly scheduled meeting on **March 20, 2008** in the School Board Administration Building at 7:00 p.m.

Commissioners in Attendance:

Ronald Williams	District 1
Dewey Weaver	District 2
George Skinner	District 3
Stephen Bailey	District 4
Elizabeth Porter	District 5

Others in Attendance:

County Manager Dale Williams
 Marlin Feagle, County Attorney
 Sandy Markham, Deputy Clerk
 Penny Stanley, BCC Secretary

Chairman Weaver called the meeting to order. The invocation and Pledge of Allegiance to the Flag of the United States of America followed.

BUILDING & ZONING

The County Planner submitted the foregoing for Board consideration. Everyone giving testimony was sworn in by the Clerk.

Small Scale Land Use Amendments – Public Hearings

(1) CPA 0176 – Bullard and Denune Investments – Dist. 3

An application to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification of the following parcel from RESIDENTIAL VERY LOW DENSITY (1 dwelling unit per acre) to RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling unit per acre) on land lying within Section 14, Township 4 South, Range 16 East, Columbia County, Florida; Containing 9.99 acres, more or less. The Planning and Zoning Board recommended approval.

The public hearing opened. Mr. Chris Bullard spoke in favor. There being no additional input, the public hearing closed.

MOTION by Commissioner Skinner to approve. Second by Commissioner Bailey. The motion carried unanimously.

(2) CPA 0177 – Jessie and Julia Ann Byrd – Dist. 3

An application to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification of the following parcel from RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) to COMMERCIAL on property lying within Section 25, Township 4 South, Range 16 East, Columbia County, Florida. Containing 2.88 acres, more or less. The Planning and Zoning Board recommended approval. The public hearing opened and closed without opposition.

MOTION by Commissioner Skinner to approve. Second by Commissioner Williams. The motion carried unanimously.

(3) CPA 0178 – Phillip and Shamima Hardcastle – District 3

An application to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification of the following parcel from RESIDENTIAL, LOW DENSITY (Less than or equal to 2 dwelling units per acre) to RESIDENTIAL, MEDIUM DENSITY (less than or equal to 8 dwelling units per acre) on property lying within Section 25, Township 3 South, Range 16 East, Columbia County, Florida. Containing 5.90 acres, more or less. The Planning and Zoning Board recommended denial since this change would adversely affect drainage and property values, and will increase traffic congestion.

County Planner Brian Kepner reported that he received an email from Mr. & Mrs. Hardcastle advising they have had a family emergency and could not be in attendance. They have also requested this matter be continued as they are outside of the United States.

Commissioner Williams said that regardless of whether the Hardcastle's are in attendance, he did not personally intend to vote in favor of their application. The Commissioner suggested the matter not be continued and noted that the Hardcastles can re-apply in one year. Commissioner Skinner's said that in his opinion, the Hardcastles should be present if they are making a request [The commissioner did not elaborate]. At the advise of Attorney Feagle the public hearing was declared opened.

Speaking in opposition: Citizen Randy Cox advised that he was speaking on behalf of 17 (out of 23) property owners who reside on Brady Circle and who oppose this application for the following reasons: The change is not in keeping with the use of the land, it will lower property values, the needed sewage and drainage is not and will not be available any time in the near future, and the increased traffic flow will create safety issues. On behalf of a Brady Circle group of citizens, Mr. Cox asked that the request be denied.

There was no one to speak in favor. The public hearing closed.

MOTION by Commissioner Skinner to uphold Planning and Zoning's recommendation to deny based on the findings and the consensus of the Board. Second by Commissioner Williams. The motion carried unanimously.

(4) CPA 0179 – John and Barbara Albright – Dist. 3

An application to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification of certain properties from RESIDENTIAL, VERY LOW DENSITY (less than or equal to 1 dwelling unit per acre) to COMMERCIAL property lying within Section 11, Township 4 South, Range 16 East, Columbia County, Florida. Containing 1.01 acre, more or less.

AND

A parcel of land lying within Section 11, Township 4 South, Range 16 East, Columbia County, Florida. Containing .79 acre, more or less. All said lands containing 1.80 acre, more or less.

The Planning and Zoning Board recommended approval. The public hearing opened. There was no one to speak in opposition. Attorney Todd Doss spoke in favor. The public hearing closed.

MOTION by Commissioner Skinner to approve. Second by Commissioner Bailey. The motion carried unanimously.

(5) CPA 0182 – HUD Properties, LLC – Dist. 5

An application to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification of certain property from RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) to RESIDENTIAL, MEDIUM DENSITY (less than or equal to 8 dwelling units per acre) for property lying within Section 6, Township 4 South, Range 17 East, Columbia County, Florida. Containing 0.96 acre, more or less. **Ordinance No. 2008-10**

The Planning and Zoning Board recommended approval. The public hearing opened. There was no one to speak in opposition. Mr. Marvin Peavy, owner of Sugar Mill Apartments, spoke in favor. The public hearing closed.

MOTION by Commissioner Porter to approve. Second by Commissioner Williams. The motion carried unanimously.

(6) CPA 0183 – Maston Crapps, as agent for Delta Omega Properties, Inc. – Dist. 3

An application to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification of certain property from RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) to INDUSTRIAL on property lying within Section 24, Township 4 South, Range 16 East, Columbia County, Florida. Containing 9.09 acres, more or less. **Ordinance No. 2008-11**

The Planning and Zoning Board recommended approval. The public hearing opened. No one spoke in opposition. Speaking in favor was Maston Crapps. The public hearing closed.

MOTION by Commissioner Skinner to approve. Second by Commissioner Porter. The motion carried unanimously.

(7) CPA 0185 – Columbia Developers LLC, as agent for Duane & Karen Thomas – Dist. 3

An application to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification of certain lands from RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) to RESIDENTIAL, MEDIUM DENSITY (less than or equal to 8 dwelling units per acre) on property lying within Section 10, Township 4 South, Range 16 East, Columbia County, Florida. Containing 8.07 acres, more or less. **Ordinance No. 2008-12**

The Planning and Zoning Board recommended approval. The public hearing opened and closed without input.

MOTION by Commissioner Skinner to approve. Second by Commissioner Bailey. The motion carried unanimously.

(8) CPA 0186 – Ray Logan/Rajan Holdings, Inc. – Dist. 3

An application to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification of certain lands from RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) to INDUSTRIAL on property lying within Section 10, Township 4 South, Range 16 East, Columbia County, Florida. Containing 4.41 acres, more or less. **Ordinance No. 2008-13**

The Planning and Zoning Board recommended approval. The public hearing opened and closed without input.

MOTION by Commissioner Skinner to deny the application and overturn the Planning and Zoning Board's recommendation based on the fact that the this application is inconsistent with the southern side of the road, which is residential. The commissioner also believes approval would reduce property values on the southern side of the road. The motion died for a lack of a second.

Commissioners Bailey and Williams voiced the property across the street is industrial and has operating businesses, including a crematorium and a cabinet shop. They believe the application is consistent with the area.

Attorney Feagle said that there are two categories that fall under "industrial". Comments made at the Planning and Zoning meeting indicated the applicant's plans are to build a warehouse that will produce ice machines, which is light industrial.

MOTION by Commissioner Williams to approve. Second by Commissioner Bailey. The motion carried 4-1 with Commissioner Skinner voting in opposition.

(9) CPA 0187 – Arlene Alford – Dist. 5

An application to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification of property from RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) to COMMERCIAL on property lying within Section 7, Township 4 South, Range 17 East, Columbia County, Florida.

Ordinance No. 2008-14

The Planning and Zoning Board recommended approval. The public hearing opened and closed without input.

MOTION by Commissioner Porter to approve. Second by Commissioner Williams. The motion carried unanimously.

(10) CPA 0188 – J.L. Dicks – Dist. 3

An application to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification of lands from RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) to COMMERCIAL on property located within Section 25, Township 4 South, Range 16 East, Columbia County, Florida. Containing 3.01 acres, more or less.

Ordinance No. 2008-15

The Planning and Zoning Board recommended approval. The public hearing opened and closed without opposition.

MOTION by Commissioner Skinner to approve. Second by Commissioner Bailey. The motion carried unanimously.

Zoning Amendments:

(1) Z 0491 – Jay Davis – Dist. 1

An application to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands from RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) to RESIDENTIAL, (MIXED) SINGLE FAMILY MOBILE HOME-2 (RSF/MH-2) for property lying within Section 33, Township 3 South, Range 17 East, Columbia County, Florida. Containing .50 acre, more or less.

Ordinance No. 2008-16

The public hearing opened and closed without opposition.

MOTION by Commissioner Williams to approve. Second by Commissioner Skinner. The motion carried unanimously.

(2) Z 0492 – Columbia Developers LLC, as agent for Thomas – Dist. 3

An application to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands from RURAL RESIDENTIAL (RR) to RESIDENTIAL, MULTIPLE FAMILY (RMF-I) for property lying within Section 10, Township 4 South, Range 16 East, Columbia County, Florida. Containing 8.07 acres, more or less. **Ordinance No. 2008-17**

The Planning and Zoning Board recommended approval. The public hearing opened. Mr. Duane Thomas spoke in favor. The public hearing closed.

MOTION by Commissioner Skinner to approve. Second by Commissioner Bailey. The motion carried unanimously.

(3) Z 0493 – James Turner – Dist. 5

An application to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands from COMMERCIAL, GENERAL (CG) to COMMERCIAL INTENSIVE (CI) for property lying within Section 13, Township 4 South, Range 16 East, Columbia County, Florida. Containing 1.02 acres, more or less. **Ordinance No. 2008-18**

The Planning and Zoning Board recommended approval. The public hearing opened. Mr. Charles Peeler spoke in favor of the change and advised that Mr. Turner would like to open an automotive parts house and repair shop.

MOTION by Commissioner Porter to deny based on the fact that there is no other commercial intensive businesses in the area. Second by Commissioner Skinner. The motion failed 3-2 with Commissioners Williams, Bailey and Weaver voting against the motion.

MOTION by Commissioner Williams to uphold the recommendation of the Planning and Zoning Board. Second by Commissioner Bailey. The motion carried 3-2 with Commissioners Porter and Skinner voting against the motion.

CONSENT AGENDA

Motion by Commissioner Williams to approve the Consent Agenda. Second by Commissioner Skinner. The motion carried unanimously.

PRIVATE PRISON TAX DEED SALE

Tax Certificate #1831 (Year 1998)

There has been an ongoing saga regarding the taxation of Lake City Correctional Facility, a CCA Corporation located in Columbia County. Due to delinquent taxes, the prison was placed on the tax roll and a tax certificate was issued. It has since been determined by the courts that the private prison was not subject to and is exempt from property taxes. Based on the ruling of the court, the tax certificate must be canceled, and the certificate holders [Ottingers et al] are due the amount paid for the certificate and a reasonable amount of interest. It will cost approximately \$105,894.53 for the Property Appraiser to cancel the certificate. The Tax Collector will then withhold those proceeds from a future tax distribution. The County Manager suggested the Board acknowledge the cost of canceling the certificate.

In the past two legislative sessions the state has provided Payment in Lieu of Tax Money ("PILT") to counties who have private facilities located within them. Because Columbia County held the outstanding certificate, the state held the PILT money in

abeyance until the issue was resolved. If fully resolved prior to June 01, 2008 the county will still be eligible to receive this past year's PILT allocation of \$90,000.

MOTION by Commissioner Bailey to accept staff recommendation. Second by Commissioner Porter. The motion carried unanimously.

Special Projects

Commissioner Porter (District 5) has requested that \$5,000 be allocated from Special Project balances to assist with renovation of the Fort White Train Depot Caboose.

Commissioner Bailey (District 4) has requested that \$5000 be allocated from Special Project balances to assist with the renovation of the Fort White Train Depot Caboose.

MOTION by Commissioner Porter to approve. Second by Commissioner Bailey. The motion carried unanimously.

Special Projects (Not on agenda)

Commissioner Williams (District 1) has requested that \$500 be allocated from Special Project balances to assist Five Points Elementary School with the Garden Beautification Project.

Motion by Commissioner Williams to approve. Second by Commissioner Porter. The motion carried unanimously.

Parking Lot (South of U.S. 90)

The First Baptist Church has sold their parking lot located on the southern side of U.S. Hwy. 90 to Attorney Teresa Morgan. The County currently parks most of the vehicles used by the Courthouse Annex employees. All previous agreements between the county and First Baptist Church have now expired. Mrs. Morgan is seeking rent in return for the county's continued use of this parking lot. This would require the county justifying the rent amount and considering other options. This matter will be rescheduled on a future agenda.

Toolbox for Tornado Recovery

The County Manager said that last Friday that he, city officials, representatives from the S.H.I.P. Program, representatives of the CDBG Program, the State Emergency Response Team and others met to discuss what assistance could be rendered to those tornado victims who sustained property damage and are in need of help. Collectively, a "toolbox" has been put together where an applicant will first meet with the United Way regarding their specific needs. United Way will then determine which program(s) best fit the victim's needs and will direct them from that point on how to receive assistance. One of the programs the county is interested in including in this recovery "toolbox" is the assistance through S.H.I.P. funds. The State Housing Initiative Program ("S.H.I.P.") is funded through documentary stamps. On the state level, \$5,000,000 was set aside this year for catastrophic relief.

The County Manager said the City is in the process of compiling information and numbers to identify a cost amount to be requested from S.H.I.P. Once received it must be disbursed in accordance with the Local Housing Assistance Plan ("LHAP"). The County will need to amend its LHAP to accommodate these new monies, which will need to be done by resolution.

The County Manager explained that a Strategy 4 will need to be added to the County LHAP, to address disaster mitigation and recovery. The summary of the strategy is that it will provide assistance to households following a natural disaster as declared by the executive order of the president of the United States or the governor of the Florida. The strategy would only be implemented in the event of a natural disaster using any funds that have not yet been encumbered or additional disaster funds issued by Florida Housing Finance Corporation, the parent agency of S.H.I.P. **Resolution No. 2008R-7 is attached to the original minutes.**

MOTION by Commissioner Williams to adopt Resolution No. 2008R-7. Second by Commissioner Skinner. The motion carried unanimously.

Chairman Weaver announced that the county received a disaster relief donation from Region #2 Department of Corrections' (Columbia) Business Office today. The Board expressed thanks.

Tornado Recovery Update

Commissioner Williams gave an update on the tornado recovery efforts. It has been almost two weeks since the tornado. He expressed appreciation to the public, local businesses, the county and city workers and the many other entities who have assisted with the recovery process. It will take approximately two weeks to complete the tree removal process and approximately two and one half years to complete the recovery process. Well over 100 homes have been damaged to some degree. Commissioner Williams said that he and the County Manager met with City Councilman Mike Lee and the City Manager and agreed that the city and county would work together to find an efficient means by which the homes damaged beyond repair can be demolished.

Public Input

Citizen Barbara Lemley said regarding the church parking lot that another option may be to park the vehicles on some of the properties recently purchased by Lake Shore Hospital. She learned this is already being considered.

Citizen Wayne Sapp said regarding the church parking lot that he is against paying the law firm a fee to park the vehicles as it will only be a means by which the owner can make the loan payments. He suggested the Board consider the extra property beside the Sheriff Department on Highway 90 East.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 8:20 p.m.

Board of County Commissioners

ATTEST:

P. DeWitt Cason
Clerk of Circuit Court