

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

CONSENT AGENDA

MAY 2, 2013

5:30 P.M.

-
- (1) External Budget Amendment – Operations Manager – BA #13-61 – Maintenance of Supervisor of Elections Rented Facility - \$10,000.00**
 - (2) External Budget Amendment – BA #13-63 – Payment to Tampa General Hospital - Invoice #10050444600 under Health Care Responsibility Act (HCRA) Policy - \$35,000.00**
 - (3) External Budget Amendment – Operations Manager – BA # 13-64 – Bring Forward Remaining Budget for Sheriff's Office Generator Installation and AC Replacement - \$6,300.00**
 - (4) External Budget Amendment – Operations Manager – BA #13-65 – Bring Forward Remaining Budget for Deep Creek Storage Building - \$5,792.00**
 - (5) External Budget Amendment – Administrative Manager – BA #13-66 – Additional Electronic Data Storage Appliance - \$10,850.00**
 - (6) External Budget Amendment – County Manager – Transfer Funds from Road Improvement Debt Service to Road Improvement for County-Wide Resurfacing Projects – BA #13-67 - \$361,425.00 and BA #13-68 - \$638,575.00 (\$1,000,000 Total)**
 - (7) External Budget Amendment – County Manager – BA # 13-69 – Budget for Court Mandated E-Filing System and Furniture Replacement in all 4 Courtrooms - \$157,779.00 (Paid from Restricted Court Funds)**
 - (8) External Budget Amendment – County Manager – BA #13-70 – Purchase 55 acres located North of the Public Works Department - \$120,000.00**
 - (9) External Budget Amendment – County Manager – BA #13-71 – Purchase of an Asset Tracking System - \$3,050.00 (Previously Board Approved)**
 - (10) Operations Manager – Requesting to Enter Private Property – Drainage Maintenance – off Old Mill on Auburn Place – Parcel#02272-012 (Norris), #02272- 013 (Bedenbaugh), and #02272-014 (Carwile)**
 - (11) Operations Manager – Bid Award – College Manor Subdivision – Roadway Improvements – Bid No. 2013-7 – John C. Hipp Construction, Inc. - \$97,240.00**
 - (12) Building and Zoning – Re-Appointment of Members of the Competency Advisory Board, Terry Zierke, Walt Graham, Todd Hunt David Mangrum and Harry Moseley – 3 Year Term Ending 04-05-15**

- (13) Parent Organization of the CHS Class of 2013, Inc. - Requesting Fireworks Display Permit – May 24, 2013 – Display to be Held at Columbia High Tiger Stadium**
- (14) Safety Manager – Requesting Approval – Exclusive Right of Sale Listing Agreement – 188 SE Faye Lane with Remax Professionals – Set Listing Price at \$19,900.00**
- (15) Safety Manager – Approval of Right-Of-Way Easement – Clay Electric Cooperative, Inc. – Run 3- Phase Power Overhead Lines – Southside Sports Complex – Girls Softball Fields**
- (16) Resolution No. 2013R-14 – Preserving the Current Tax-Exempt Status of Municipal Bonds and Reject any Proposal that would Reduce or Eliminate the Federal Tax Exemption on Interest Earned from Tax-Exempt Municipal Bonds**
- (17) Safety Manager – Requesting Approval – Purchase of Additional Land & Right-of- Way from SM MAPPS/Holiday Plaza, Inc. for Ellisville Wastewater Treatment Plant (Grant Funds)**
- (18) Operations Manager – Acquisition of Emerald Forest Retention Pond – Palmer Daughtry, (DDP Corporation) Deeding Property to County (Without Charge)**
- (19) Utility Permit – Comcast Cable – SW Dyal Avenue**
- (20) Utility Permit – Comcast Cable – Gum Swamp Road**
- (21) Utility Permit – Comcast Cable – Margarets Street**
- (22) Utility Permit – Comcast Cable – Veterans Street**
- (23) Utility Permit – Florida Power & Light Company – County Road 245 (NE Williams Street & NE Bizmark Way, SE Gold Club Avenue and Olustee Avenue)**
- (24) Operations Manager – Bid Award – SW Ichetucknee Avenue – Roadway Improvements – Bid No. 2013-9 – John C. Hipp Construction Equipment Company, Inc. - \$1,242,798.83**
- (25) Operations Manager – Bid Award – Sand Loading and Hauling Winfield Solid Waste Facility – Landfill Cell IV Construction – Bid No. 2013-B – R.O.T. Construction – Loading .65/Hauling 3.53**
- (26) Resolution No 2013R-16 Creating the Columbia County Sports and Recreation Advisory Council**
- (27) Columbia County Sports and Recreation Advisory Council By-Laws**
- (28) Request for Clarification – Landfill Reorganization – Reclassification of Secretary I to Administrative Secretary Retroactive to October 6, 2010 – Purpose to Compensate Employee Gale Tedder (who was Reassigned as an Administrative Secretary from the Building and Zoning Department to a Secretary I due to Elimination of Position in Building and Zoning) for the Level of Work Actually Performed – Retroactivity Will Result in \$23,964.53 due Ms. Tedder (before tax, excluding match)**

RECEIVED

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY APR 19 2013

AGENDA ITEM REQUEST FORM

Board of County Commissioners
Columbia County

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 7:00 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 4/16/13

Meeting Date: 5/2/13

Name: Kevin Kirby

Department: Operations Manager

1. Nature and purpose of agenda item: To create budget line item for maintenance of Supervisor of Elections rented facility.

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

2. Fiscal impact on current budget.

Is this a budgeted item? N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: BA 13-61

FROM

TO

AMOUNT

001.8400.584.9098
Cash Balance Forward

001.1880.519.3046
Supervisor of Elections R&M

\$10,000

For Use of County Manger Only:

Consent Item Discussion Item

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BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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Today's Date: April 18, 2013

Meeting Date: May 16, 2013

Name: Jeffery Crawford

Department: Columbia County Fire Rescue

1. Nature and purpose of agenda item: Payment of hospital invoice #10050444600
under HCRA policy.

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

2. Fiscal impact on current budget.

Is this a budgeted item? N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: BA 13-63

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Account: <u>001 8400 584 9098</u> Cash Balance Forward	Account: <u>001 6230 562 8052</u> Health Care Responsibility Act	<u>\$ 35,000.00</u>

For Use of County Manger Only:

Consent Item Discussion Item



State of Florida, Agency for Health Care Administration

NOTIFICATION OF ELIGIBILITY FOR HEALTH CARE ASSISTANCE

NOTE: THIS FORM IS NOT PROOF OF ELIGIBILITY FOR MEDICAID

Resident County: Columbia

- Shared County State Program
- Health Care Responsibility Act

Rene Pulido

Applicant Name
4688 E US Hwy 90

Street Address
Lake City, Fl. 32055

City, State, Zip Code
Tampa General Hospital

Hospital Name

Name and Address of Office Making Determination

**HCRA
Administrator
259 NE Franklin Street, Suite 102
Lake City, Florida 32055**

Date Mailed
3-5-13

Case Number or SSN

Patient Account Number

Only the Items where the has an "X" apply to you. The action(s) checked below is being taken in accordance with Florida Statutes, Chapters 154 and/or 409, and Florida Administrative Code, Sections 59H-1.0035 through 59H-1.015 and/or 59H-2.003 through 59H-2.011.

- You have been found eligible for medical assistance under the Health Care Responsibility Act. This will provide payment for hospital care services provided to you for services beginning on 1-30-13, up to the maximum services provided by law, subject to the availability of program funds. Under the spend-down provision, your share of costs is \$ 0.
- You have been found eligible for medical assistance under the Shared County and State Health Care Program. This will provide payment for hospital care services provided to you for your admission beginning on _____, up to the maximum services provided by law, subject to the availability of program funds.
- Your application for medical assistance under the Health Care Responsibility Act has been denied for hospital care services provided to you beginning on _____.
- Your application for medical assistance under the Shared County State Health Care Program has been denied for hospital care services provided to you beginning on _____.

Assistance which has been denied is based on Florida Administrative Code Rule Number(s):

Reason(s):

If you have a reason to believe that this action is incorrect, your worker will be glad to discuss it with you; and, you have the right to request a hearing before a hearing officer. A request for a hearing should be made within 90 days from the date at the top of this notice. You can bring with you or be represented at the hearing by a lawyer, relative or any person designated by you. The address and telephone number of your local office are shown on this form.

By: [Signature]
AHCA Form 5220-0002 (December 1988)

Telephone Number: 386-755-1090

TAMPA GENERAL
 1 TAMPA GENERAL CIR
 TAMPA FL 336063571
 3138447291

PO BOX 100936
 ATLANTA GA303840936

10050444600
 18680165

011

59-3458145 013013 013113

1688 E US HWY 90

PULIDO, RENE

LAKE CITY

FL 32055

M 013013 06 1 1 18 01

11 013013

SME

PULIDO, RENE
 4688 E US HWY 90

01 867 00 80 1 00

LAKE CITY, FL 32055

0208	2420.00	1	2420 00
0250		4	698 00
0258		3	490 99
0259		12	872 00
0271		1	278 91
0272		13	2236 12
0278		6	4447 37
0300		3	202 00
0301		1	347 00
0305		1	247 00
0306		1	483 00
0320		2	1530 00
0324		1	601 00
0360		89	9144 00
0370		89	4539 00
0420		2	228 00
0424		1	693 00
0450		1	828 00
0636		54	2371 00
0710		45	1755 00

0001 PAGE 001 OF 001 CREATION DATE 032013 TOTALS 34411 39

01 PAYER NAME COLUMBIA COUNTY HCRA	02 HEALTH PLAN ID	03 Y	04 Y	05 PRIOR PAYMENTS	06 NET AMOUNT DUE	07 SAPI 1235196510
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08 INSURED'S NAME PULIDO,RENE	09 ZIP 18	10 INSURED'S ID 592247257	11 GROUP NAME GENERIC OTHER	12 FINANCE GROUP NO
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13 TREATMENT AUTHORIZATION CODES 82021 Y	14 DOCUMENT CONTROL NUMBER	15 EMPLOYER NAME
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9

16 IDENT 8208	17 IDENT 0482	18 IDENT E8849 Y	19 IDENT E0299	20 IDENT 1285631499	21 IDENT 1GH01777
22 IDENT 7935	23 IDENT 013013	24 IDENT SAGI	25 IDENT 1285631499	26 IDENT 1GH01777	27 IDENT HENRY
28 IDENT SAGI	29 IDENT HENRY	30 IDENT HENRY	31 IDENT HENRY	32 IDENT HENRY	33 IDENT HENRY

REMARKS COLUMBIA COUNTY HCRA B3282N00000X
 259 NE FRANKLIN STREET 102
 LAKE CITY FL 32055

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APR 24 2013

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY of County Commissioners
Columbia County

AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 7:00 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 4/22/13

Meeting Date: 5/2/13

Name: Kevin Kirby

Department: Operations

1. Nature and purpose of agenda item: To bring forward remaining budget for Sheriff Department generator installation and AC replacement.

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

2. Fiscal impact on current budget.

Is this a budgeted item? N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: BA13 - 64

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Account: <u>00184005849098</u>	Account: <u>00118705196064</u>	\$ <u>6,300</u>

For Use of County Manger Only:

Consent Item Discussion Item

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

RECEIVED
APR 24 2013

AGENDA ITEM REQUEST FORM

Board of County Commissioners
Columbia County

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Today's Date: 4/22/13

Meeting Date: 5/2/13

Name: Kevin Kirby

Department: Operations Manager

1. Nature and purpose of agenda item: To bring forward remaining budget for Deep Creek storage building.

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

2. Fiscal impact on current budget.

Is this a budgeted item? N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: BA 13-65

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
001.8400.584.9098 Cash Balance Forward	001.9057.572.6062 Deep Creek Storage Building	\$5,792

For Use of County Manger Only:

Consent Item Discussion Item

LL

BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

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AGENDA ITEM REQUEST FORM

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Today's Date: 4/22/13

Meeting Date: 5/2/13

Name: Lisa Roberts

Department: Administrative Manager

1. Nature and purpose of agenda item: To add additional electronic data storage appliance.
See attached memo.

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

2. Fiscal impact on current budget.

Is this a budgeted item? N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

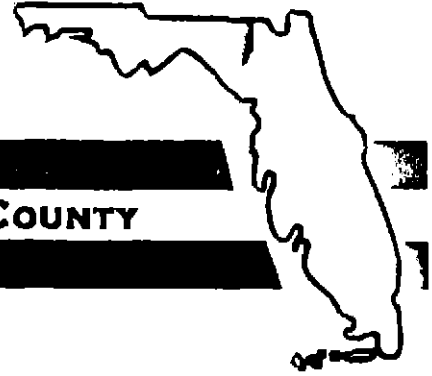
Budget Amendment Number: BA 13-66

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
001.8400.584.9097 Equipment Reserve	001.1000.511.6064 Equipment Purchase	\$10,850

For Use of County Manger Only:

Consent Item Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

April 23, 2013

M E M O

TO: Lisa Roberts

FR: Todd Manning *TDM*

RE: Budget Amendment – Digital storage appliance

In October of 2006 the county purchased a Dell PVNX300 network storage appliance to store all digital data that included all digital media for computer users, email and records retention, data backups and our Pictometry imaging software.

We have currently exceeded the available storage space on this device and I am having to suspend some of our retention, noncritical backups and reduce storage space for computer users.

I have attached a budget amendment and a quote for a new Dell EqualLogic SAN appliance. This appliance triples our current data storage and also utilizes newer iSCSI network protocols that our current storage appliance does not.

If you have any questions please let me know.



QUOTATION

Quote #: 650377664
 Customer #: 008124156
 Contract #: 32ABH
 Customer Agreement #: 250-000-09-1
 Quote Date: 04/16/2013
 Customer Name: COLUMBIA COUNTY

Date: 4/16/2013

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: LEE58 KENDRICK PHONE: 1800 - 5713355
 Email Address: Lee_kendrick@dell.com Phone Ext: 80000

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$10,842.64 GROUP TOTAL: \$10,842.64

Description	Quantity
Dell EqualLogic PS4100E, Cost Efficient, High Capacity, 7.2K NL SAS Drives (225-0914)	1
12TB capacity, 7.2K NL SAS, 12x 1TB (342-2671)	1
Dual Controller, HA with failover (331-2530)	1
EqualLogic array may not be returned (468-8817)	1
Synchronous and Point-in-Time Replication (468-7110)	1
Snaps/Clones with integration for MS SQL, Exchange, Hyper V and VMware (468-7155)	1
SAN HQ multi group monitoring software (468-7156)	1
RackRails, RapidRails for Dell Rack (330-6048)	1
MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year (936-8218)	1
EqualLogic Advanced Software Warranty and Service,7x24 Access,3 Year (953-9989)	1
ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (954-7162)	1
Dell Hardware Limited Warranty Initial Year (968-2695)	1
Dell Hardware Limited Warranty Extended Year (968-2696)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (968-2729)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (968-2732)	1
Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439)	1
Remote Implementation of a Dell Equallogic Array (961-3859)	1
Proactive Maintenance Service Declined (926-2979)	1
EqualLogic Reference Architecture, PC62xx, PS4100, up to 2 arrays (996-2839)	1
Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151)	1
Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151)	1

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$0.00

Product	Quantity	Unit Price	Total
Dell Education Services - No EqualLogic Training Requested - visit www.Learndell.com (994-3849)	1	\$0.00	\$0.00

*Total Purchase Price:			\$10,842.64
Product Subtotal:			\$10,842.64
Tax:			\$0.00
Shipping & Handling:			\$0.00
State Environmental Fee:			\$0.00
Shipping Method:		LTL 5 DAY OR LESS	
		<i>(* Amount denoted in \$)</i>	

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by COLUMBIA COUNTY for Dell products and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found at www.dell.com/terms, and which incorporate Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. Please read those terms carefully and in their entirety, and note in particular that Dell EqualLogic and EqualLogic-branded products, Dell|EMC and EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. Orders also shall be subject to the terms of any applicable service contract(s), which can be found at www.dell.com/servicecontracts.

All information supplied to COLUMBIA COUNTY for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. (NASDAQ: DELL) listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

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BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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Today's Date: 4/16/2013

Meeting Date: 5/2/2013

Name: Dale Williams

Department: County Manager

1. Nature and purpose of agenda item: Transfer funds from Road Improvement Debt Service to Road Improvement for county-wide resurfacing projects.

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

2. Fiscal impact on current budget.

Is this a budgeted item? [] N/A

[] Yes Account No. _____

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

Budget Amendment Number: BA 13-67

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
201.8400.584.9091 Reserve for Debt Service	201.8100.581.9192 Transfer to Road Improvement Fund	\$361,425
303.0000.381.9195 Transfer from Road Improvement Debt Service	303.8082.541.6063 County-Wide Resurfacing	\$361,425

For Use of County Manger Only:

[X] Consent Item [] Discussion Item

BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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Today's Date: 4/16/2013

Meeting Date: 5/2/2013

Name: Dale Williams

Department: County Manager

1. Nature and purpose of agenda item: Transfer funds from General Fund to Road Improvement for county-wide resurfacing projects.

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

2. Fiscal impact on current budget.

Is this a budgeted item? N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

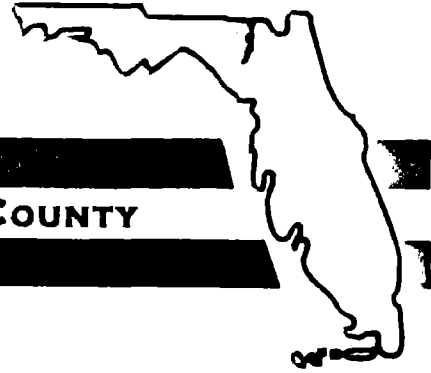
Budget Amendment Number: BA 13-68

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
001.8400.584.9098 Cash Balance Forward	001.8100.581.9192 Transfer to Road Improvement Fund	\$638,575
303.0000.381.1020 Transfer from General Fund	303.8082.541.6063 County-Wide Resurfacing	\$638,575

For Use of County Manger Only:

Consent Item Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

April 24, 2013

M E M O

TO: Board of County Commissioners

FR: Dale Williams, County Manager

A handwritten signature in black ink, appearing to read "Dale Williams", written over the name in the "FR:" line.

RE: Budget Amendment –
Road Improvement Debt Service Fund to Road Improvement Fund

The \$361,425 (balance from original budget of \$761,425) allocated for expenditures in the FY 13-14 budget for "Road Improvement Debt Service" is requested to be transferred to the "Road Improvement Fund". These funds combined with a transfer from the General Fund will generate \$1,000,000 to enhance the \$1,000,000 allocated in FY 13-14 for "County Wide Resurfacing". Kevin Kirby, Operations Manager will provide a project list for Board approval. Board approval for BA 13-67 and BA 13-68 is requested.

DW/cnb

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

**BUDGET
ROAD IMPROVEMENT FUND**

For the Year Ending September 30, 2013

	<u>2011-12</u>	<u>2012-13</u>
	Final Budget	Final Budget
REVENUES		
DOT SCOP grants:		
Academic Avenue	\$ 936,608	\$ 936,608
	<u>936,608</u>	<u>936,608</u>
Non ad valorem assessments		
Rolling Oaks	15,000	15,000
River Manor	20,000	20,000
	<u>35,000</u>	<u>35,000</u>
Interest revenue	1,000	1,000
	<u>972,608</u>	<u>972,608</u>
Less - 5% of general revenues	<u>(48,630)</u>	<u>(48,630)</u>
	<u>923,978</u>	<u>923,978</u>
Estimated beginning cash	3,600,000	1,000,000
Transfer from MSBU	-	2,000,000
Transfer from Road Improvement Debt Service	-	1,500,000
Transfer from Transportation Trust	-	1,000,000
Loan Proceeds	-	-
TOTAL REVENUES AND BALANCES	<u>\$ 4,523,978</u>	<u>\$ 6,423,978</u>
APPROPRIATIONS		
Road Construction Projects		
Herlong Road	2,200,000	-
Old Wire Road	1,200,000	-
Academic Avenue	936,608	936,608
Washington Street	-	445,000
District III Resurfacing	-	800,000
Brim Street	-	890,000
Bishop Road	-	900,000
Engllsh/LM Aaron	-	800,000
Countywide Resurfacing	-	1,000,000
Total appropriations	<u>4,336,608</u>	<u>5,771,608</u>
RESERVES		
Contingency	187,370	577,161
Reserve for future construction	-	75,209
TOTAL APPROPRIATIONS AND RESERVES	<u>\$ 4,523,978</u>	<u>\$ 6,423,978</u>

7

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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Today's Date: 4/25/2013

Meeting Date: 5/2/2013

Name: Dale Williams

Department: County Manager

1. Nature and purpose of agenda item: Budget for court mandated e-filing system and furniture replacement in the court rooms. The funding source is additional court cost fees.

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

2. Fiscal impact on current budget.

Is this a budgeted item? N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

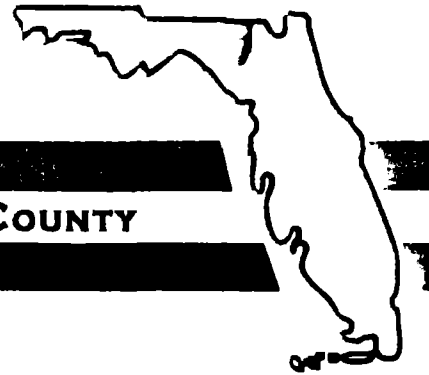
Budget Amendment Number: BA 13-69

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
105.8400.584.9098 Cash Balance Forward	105.1710.564.3019 Court Innovations	\$157,779

For Use of County Manger Only:

Consent Item Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

April 25, 2013

M E M O

TO: Board of County Commissioners

FR: Dale Williams, County Manager

A handwritten signature in black ink, appearing to read "Dale Williams", is written over the "FR:" line of the memo.

RE: Court Administration –
Request to Approve Expenditures

The Board of County Commissioners authorized various courtroom improvements for FY 12-13. Specific costs for these improvements were not identified in time for budget preparation. Costs will be paid from restricted court reserves.

The first request is to replace courtroom chairs in all 4 courtrooms. This decision to replace was made after comparing replacement to reupholstering. The price to replace is \$51,690.70 and is based on state contract pricing.

The second request is to authorize Columbia County's pro-rata portion for "e-filing" court related matters. The conversion of the courts to "e-filing" was mandated by the State Supreme Court. Much debate regarding the mandate has occurred; however, the Court Administrator has advised that all counties in the third circuit except two, Columbia and Lafayette have agreed to fund the system. Columbia County's pro-rate portion is \$106,087.96.

Funding for the above will come from the restricted "Court Innovations" fund and will require approval from the Chief Judge of the Third Judicial Circuit. The Board is requested to approve Budget Amendment 13-69 subject to the Chief Judges approval.

DW/cnb



OEC

BUSINESS INTERIORS

Quotation

1601 NW 80th Boulevard
Gainesville, FL 32606
(352) 332-1192 FAX (352) 333-8002

320 NW Third Avenue
Ocala, FL 34475
(352) 620-2888 FAX (352) 620-2891

Page 1 of 4

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project Number
11400	4/18/2013		COL756	MIKE ABERNATHY	

QUOTE TO: Columbia Co. Commissioners
Ray Hill
P O Box 2949
Lake City, FL 32055

SHIP TO: Columbia Co. Commissioners
Jenn Lussier
135 N.E. Hernando St., Rm. 200
Courthouse Annex
Lake City, FL 32055

P: 1.386.719.2028
F: 1.386.758.2182

P: 1.386.758.2176

Terms: NET 10 DAYS

Sales Loc.: OEC GAINESVILLE

Line	Quantity	Catalog No./Description	Unit Price	Extended Amount
BEG 1	Subsection 9	COURTROOM 2 K11AA KIMBALL STATURE, HI-BACK, WOOD, BLACK ARM CAPS PRIMARY UPHOLSTERY GRADE 6 GRADE 6 3692 ESSENCE ADMIRAL FINISH PRICE GROUP STD STANDARD GROUP 1 CW CORDOVAN CASTER C3 BLACK HARD DUAL WHEEL Tag For: ATTORNEY CHAIRS	586.66	5,279.94
2	16	KST22048040 KIMBALL STATURE, HI-BACK, WOOD, BLACK ARM CAPS PRIMARY UPHOLSTERY GRADE 6 GRADE 6 3692 ESSENCE ADMIRAL FINISH PRICE GROUP STD STANDARD GROUP 1 CW CORDOVAN CASTER C3 BLACK HARD DUAL WHEEL REF QUOTE: 25081053 REF MODEL # K11AA TO HAVE SPECIAL GAS CYLINDER/PNEUMATIC HEIGHT 360 DEGREE MEMORY RETURN CYLINDER	632.78	10,124.48

By accepting this quotation or any modification of it, you agree to the company's Standard Terms and Conditions, a copy of which is available upon request.

ACCEPTED BY _____ TITLE _____ DATE _____



OEC

BUSINESS INTERIORS

Quotation

1601 NW 80th Boulevard
 Gainesville, FL 32608
 (352) 332-1192 FAX (352) 333-8002

320 NW Third Avenue
 Ocala, FL 34475
 (352) 620-2888 FAX (352) 620-2891

Page 2 of 4
 (cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project Number
71400	4/18/2013		COL756	MIKE ABERNATHY	

Line	Quantity	Catalog No./Description	Unit Price	Extended Amount
3	1	JURY BASE Tag For: JURY CHAIRS SERVICE OEC TO RECEIVE, INSPECT, DELIVER AND INSTALL KIMBALL STATE CONTRACT SEATING Tag For: COURTROOM 2	2,311.00	2,311.00
Subsection Sub Total				17,715.42
Florida Sales Tax Exempt				0.00
Subsection Total				17,715.42
END	Subsection			
BEG	Subsection	COURTROOM 3		
4	9	K11AA KIMBALL STATURE, HI-BACK, WOOD, BLACK ARM CAPS PRIMARY UPHOLSTERY GRADE 6 GRADE 6 3692 ESSENCE ADMIRAL FINISH PRICE GROUP STD STANDARD GROUP 1 CW CORDOVAN CASTER C3 BLACK HARD DUAL WHEEL Tag For: ATTORNEY CHAIRS	586.66	5,279.94
5	16	KST22048040 KIMBALL STATURE, HI-BACK, WOOD, BLACK ARM CAPS PRIMARY UPHOLSTERY GRADE 6 GRADE 6 3692 ESSENCE ADMIRAL FINISH PRICE GROUP STD STANDARD GROUP 1 CW CORDOVAN CASTER C3 BLACK HARD DUAL WHEEL REF QUOTE: 25081053 REF MODEL # K11AA TO HAVE SPECIAL GAS CYLINDER/PNEUMATIC HEIGHT 360 DEGREE MEMORY RETURN CYLINDER JURY BASE	632.78	10,124.48

By accepting this quotation or any modification of it, you agree to the company's Standard Terms and Conditions, a copy of which is available upon request.

ACCEPTED BY _____ TITLE _____ DATE _____

OEC

BUSINESS INTERIORS

1601 NW 80th Boulevard
Gainesville, FL 32606
(352) 332-1192 FAX (352) 333-8002

320 NW Third Avenue
Ocala, FL 34475
(352) 620-2888 FAX (352) 620-2891

Quotation

Page 4 of 4
(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project Number
11100	4/18/2013		COL756	MIKE ABERNATHY	

Line	Quantity	Catalog No./Description	Unit Price	Extended Amount
1	1	SERVICE OEC TO RECEIVE, INSPECT, DELIVER AND INSTALL KIMBALL STATE CONTRACT SEATING Tag For: COURTROOM 4	2,121.00	2,121.00
Subsection Sub Total				16,259.86
Florida Sales Tax Exempt				0.00
Subsection Total				16,259.86
END	Subsection			

This quotation contains special order items made to buyer's selections. Once approved, no products ordered from this quotation can be returned or cancelled.

By approving this quotation for ordering by signature or PO, purchaser signifies understanding of OEC Business Interiors cancellation and return policy.

This quotation expires 30 days from quote date.

Total includes OEC service to specify, order, receive, inspect, manage, deliver, install and service products. All services to be done Monday - Friday, 9AM to 5PM unless otherwise noted.

Federal ID number: 59-2866517

Pricing per State Contract 425-901-12-1

Please reference quote number on purchase order.

QUOTATION TOTALS

Sub Total	51,690.70
Florida Sales Tax Exempt	0.00
Grand Total	51,690.70

*****End of Quotation*****

By accepting this quotation or any modification of it, you agree to the company's Standard Terms and Conditions, a copy of which is available upon request.

ACCEPTED BY _____ TITLE _____ DATE _____

BCC -
BEN -
JUDY ✓
4/8/13
5/2/13 HGENWA



APR 3 2013
Board of County Commissioners
Columbia County

Third Judicial Circuit of Florida
Columbia, Dixie, Hamilton, Lafayette, Madison, Suwannee and Taylor Counties

Administrative Office of the Courts
173 NE Hernando Ave. • Rm. 408 • Lake City, FL 32055
Phone (386) 758-2163 • Fax (386) 758-2162

Leandra G. Johnson
Chief Judge
johnson.leandra@jud3.flcourts.org

Sondra Lanier
Court Administrator
lanier.sondra@jud3.flcourts.org

April 4, 2013

The Honorable Stephen E. Bailey
Columbia County Board of Commissioners, Chair
Post Office Box 1529
Lake City, Florida 32056-1529

Dear Commissioner Bailey,

First I would like to thank you for your ongoing support of the courts. We are sincerely grateful for the partnerships we share with the boards of county commissioners, clerks of court, and sheriffs in the Third Judicial Circuit. It is through our collaborative efforts that we best serve the citizens of the seven counties in our circuit.

As you may know, the clerks of court in Florida are under a mandate to implement e-filing statewide. The next step toward an electronic court is conversion of many of the functions of the courts and judges. Such a transition will reduce the costs and increase the productivity of the courts as we move toward a paperless court in which documents move through the system electronically rather than in paper files. Supreme Court of Florida Chief Justice Polston has made it clear to the twenty circuits that we are expected to make this transition as soon as possible, but definitely not later than the end of his term in July 2014.

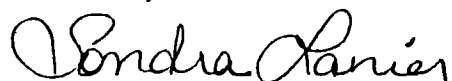
The Supreme Court of Florida has established standards that must be met by judicial bench applications in the trial courts, and we have examined the options available. We considered the up-front costs of each option, as well as ongoing maintenance and staffing requirements. The option we have determined to be most cost effective for the Third Judicial Circuit is Mentis Technology Solution's aiSmartBench, which is a document retrieval and management system, with calendaring, docket management, and case management functionality.

The cost of implementing this system is \$300,000, the cost of which we have prorated among the seven counties in our circuit based on population. This proration was determined in the same manner as our annual facilities/technology/communications budget request to the counties. The prorated share for your county is \$106,087.96. The Chief Judge has determined this to be an appropriate expenditure for court

innovations funds if available in your county. We are asking for an appropriation to be made as soon as possible so that we can enter into a contract with Mentis and be placed on their implementation schedule. This amount should be paid into the technology fund in Hamilton County in the same manner as the annual facilities/technology/communications funding, although in a lump sum rather than quarterly payments.

Please let me know if you have questions or concerns, or if you require additional information. I am available by phone or to attend any meetings as may be necessary.

Sincerely,



Sondra Lanier
Trial Court Administrator

CC:

The Honorable P. DeWitt Cason
Columbia County Clerk of Court
P.O. Box 2069
Lake City, FL 320

The Honorable Leandra G. Johnson
Chief Judge, Third Judicial Circuit
via courthouse box

The Honorable Paul S. Bryan
Circuit Court Judge
via courthouse box

The Honorable Julian E. Collins
Circuit Court Judge
via courthouse box

The Honorable Wesley R. Douglas
Circuit Court Judge
via courthouse box

The Honorable Tom Coleman
Columbia County Court Judge
via courthouse box

Dale Williams
Columbia County Manager
PO Box 1529
Lake City, FL 32056



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 7:00 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 4/16/2013

Meeting Date: 5/2/2013

Name: Dale Williams

Department: County Manager

1. Nature and purpose of agenda item: To budget for the purchase of 55 acres located north of the Public Works facilities.

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

2. Fiscal impact on current budget.

Is this a budgeted item? [] N/A

[] Yes Account No. _____

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

Budget Amendment Number: BA 13-70

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
001.8400.584.9098 Cash Balance Forward	001.1000.511.6061 Land Purchase	\$120,000

For Use of County Manger Only:

[] Consent Item [] Discussion Item

9

BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 7:00 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 4/16/2013

Meeting Date: 5/2/2013

Name: Dale Williams

Department: County Manager

1. Nature and purpose of agenda item: To budget for the purchase of an asset tracking system.

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

2. Fiscal impact on current budget.

Is this a budgeted item? N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

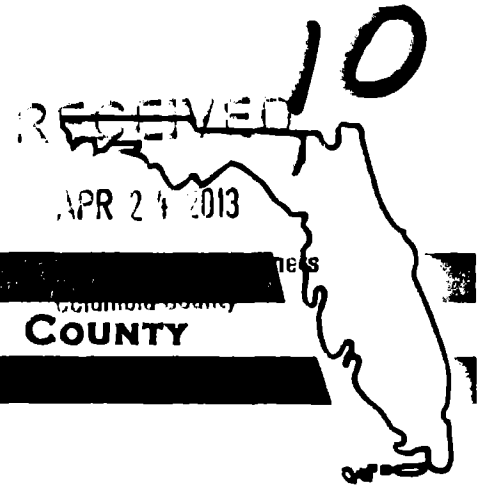
Budget Amendment Number: BA 13-71

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
001.8400.584.9097 Equipment Reserve	001.1000.511.6064 Equipment Purchase	\$3,050

For Use of County Manger Only:

Consent Item Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Dale Williams, County Manager

FROM: Kevin Kirby, Operations Manager 

DATE: April 22, 2013

SUBJECT: Entering Private Property

I am requesting permission to enter private property for the purpose of drainage maintenance. The properties are known as parcel #02272-012 (Norris), #02272-013 (Bedenbaugh), and #02272-014 (Carwile).

The properties are located off Old Mill on Auburn Place.

Your consideration is appreciated.

Cc: Commissioner Nash

11

BID TABULATION 2013-7 COLLEGE MANOR SUBDIVISION

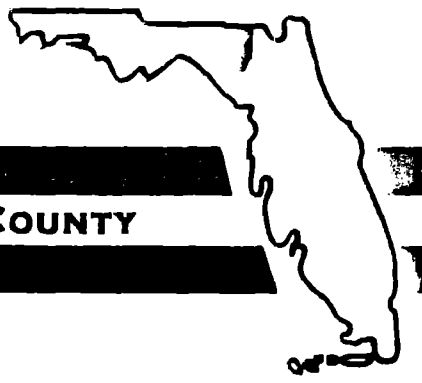
I have reviewed Bid No. 2013-7, College Manor Subdivision, along with Chad Williams and Kevin Kirby and it is our recommendation that the Bid be awarded to John C. Hipp Construction, Inc. They are the low bidder.


C. Ray Hill
Purchasing Director

FIRM	BID AMOUNT
Coleman Construction	\$98,071.05
John C. Hipp Construction	\$97,240.00
C. A. Boone Construction	\$119,313.00
Anderson Columbia	\$103,805.44

مجلس
البلدية

- District No. 1 - Ronald Williams
- District No. 2 - Rusty DePratter
- District No. 3 - Bucky Nash
- District No. 4 - Stephen E. Bailey
- District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Dale Williams, County Manager
FROM: Kevin Kirby, Operations Manager *[Signature]*
DATE: April 15, 2013
SUBJECT: College Manor Subdivision- Roadway Improvements

Upon receiving and reviewing the bids on the above mentioned project, the lowest qualified bidder was by John C. Hipp Construction Company, in the amount of \$ 97,240. All bid items were completed and filled out properly.

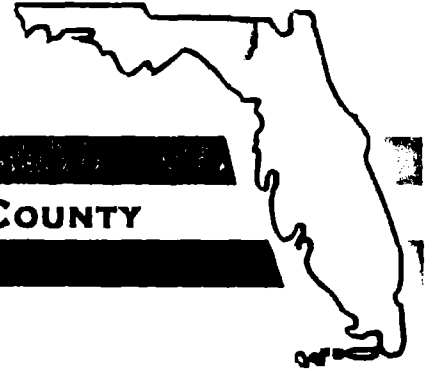
Bids received were as follows:

John C. Hipp Construction Company, Inc.	\$97,240.00
Coleman Construction, Inc.	\$98,071.05
Anderson Columbia Company, Inc.	\$103,805.44
C.A. Boone Construction	\$119,313.00

Therefore, I am recommending the award of the project to John C. Hipp Construction Company.

If you should need to discuss, please contact me.

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

TO: Kevin Kirby, Operations Division Manager
FROM: Chad Williams P.E., County Engineer *cw*
DATE: April 10, 2013
SUBJECT: College Manor Subdivision – Roadway Improvements

Upon receiving and reviewing the bids on the abovementioned project, the lowest qualified bidder was by John C. Hipp Construction Company, in the amount of \$ 97,240. All bid items were completed and filled out properly.

Bids received were as follows:

John C.Hipp Construction Company, Inc.	\$97,240.00
Coleman Construction, Inc.	\$98,071.05
Anderson Columbia Company, Inc.	\$103,805.44
C.A. Boone Construction	\$119,313.00

Therefore, I am recommending the award of the project to John C. Hipp Construction Company.

If you have any questions or require additional information, please contact me at your convenience.

BID

Date: April 10, 2013 11:00am

Project: #2013-07
College Manor Subdivision - Road Improvements

Company Name Bid Amount

1. Coleman Construction, Inc. 99,071.05

2. John C. Hipp Construction Co. 97,240.00

3. CA Boone Construction 119,313.00

4. Anderson Columbia Co, Inc 103,805.44

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

Ben Scott

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2013-07
College Manor Subdivision - Roadway Improvements**

BID PROPOSAL

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

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$7,250.00	\$7,250.00
2	Maintenance of Traffic	LS	1	\$1,450.00	\$1,450.00
3	Finish Grading	LS	1	\$1,825.00	\$1,825.00
4	Asphaltic Concrete SP 9.5(Surface)	TN	867	\$ 98.15	\$85,096.05
5	Painted Pavement Markings	LS	1	\$2,450.00	\$2,450.00

TOTAL \$98,071.05


- 1 All items may be increased, decreased, or omitted as directed by the Engineer at no cost to the County.
- 2 Item 2 shall include the cost to clip shoulders and cleanup.
- 3 Item 3 includes cost to grade +/- 35,000 SF of millings before asphalt placement
- 4 Average spread rate of item 4 shall be 165 lb/sy.
- 5 Item 5 shall include stop bars and centerline striping (2 coats each)

All materials and construction shall conform to both the requirements of the latest FDOT Standard Specifications for Road and Bridge Construction and the latest FDOT Design Standards.

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

FIRM Coleman Construction, Inc. (Seal)

BY  (Seal)
President, Noam Coleman

ATTEST 
Sascha Denmark, Estimator

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2013-07
College Manor Subdivision - Roadway Improvements**

BID PROPOSAL

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

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	3328. ⁰⁰	3328. ⁰⁰
2	Maintenance of Traffic	LS	1	3460. ⁰⁰	3460. ⁰⁰
3	Finish Grading	LS	1	2875. ⁰⁰	2875. ⁰⁰
4	Asphaltic Concrete SP 9.5(Surface)	TN	867	96. ⁰⁰	83,232. ⁰⁰
5	Painted Pavement Markings	LS	1	4345. ⁰⁰	4345. ⁰⁰

TOTAL \$ 97,240.⁰⁰

- 1 All items may be increased, decreased, or omitted as directed by the Engineer at no cost to the County.
- 2 Item 2 shall include the cost to clip shoulders and cleanup.
- 3 Item 3 includes cost to grade +/- 35,000 SF of millings before asphalt placement
- 4 Average spread rate of item 4 shall be 165 lb/sy.
- 5 Item 5 shall include stop bars and centerline striping (2 coats each)

All materials and construction shall conform to both the requirements of the latest FDOT Standard Specifications for Road and Bridge Construction and the latest FDOT Design Standards.

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

FIRM John C Hipp Construction Equip Co.
(Seal)

BY 
President

ATTEST 
VICE-President

**JOHN C. HIPP
CONSTRUCTION EQUIPMENT COMPANY
P.O. Box 1000 Alachua, FL 32615
Phone (904) 462-2047**

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2013-07
College Manor Subdivision - Roadway Improvements**

BID PROPOSAL

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



	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	7,127.83	7,127.83
2	Maintenance of Traffic	LS	1	7,040.94	7,040.94
3	Finish Grading	LS	1	7,210.30	7,210.30
4	Asphaltic Concrete SP 9.5(Surface)	TN	867	89.69	77,761.23
5	Painted Pavement Markings	LS	1	4,665.14	4,665.14

TOTAL 103,805.44

- 1 All items may be increased, decreased, or omitted as directed by the Engineer at no cost to the County.
- 2 Item 2 shall include the cost to clip shoulders and cleanup.
- 3 Item 3 includes cost to grade +/- 35,000 SF of millings before asphalt placement
- 4 Average spread rate of item 4 shall be 165 lb/sy.
- 5 Item 5 shall include stop bars and centerline striping (2 coats each)

All materials and construction shall conform to both the requirements of the latest FDOT Standard Specifications for Road and Bridge Construction and the latest FDOT Design Standards.

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

FIRM Anderson Columbia Co., Inc
 BY  (Seal)
 Vice President E. Tony Williams, Jr.
 ATTEST 
 Brian P. Schreiber, Secretary



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2013-07
College Manor Subdivision - Roadway Improvements**

BID PROPOSAL

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

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	9,169	9,169
2	Maintenance of Traffic	LS	1	8,500	8,500
3	Finish Grading	LS	1	12,000	12,000
4	Asphaltic Concrete SP 9.5(Surface)	TN	867	93.00	80,631
5	Painted Pavement Markings	LS	1	9,000	9,000

TOTAL 119,300.00

- 1 All items may be increased, decreased, or omitted as directed by the Engineer at no cost to the County.
- 2 Item 2 shall include the cost to clip shoulders and cleanup.
- 3 Item 3 includes cost to grade +/- 35,000 SF of millings before asphalt placement
- 4 Average spread rate of item 4 shall be 165 lb/sy.
- 5 Item 5 shall include stop bars and centerline striping (2 coats each)

All materials and construction shall conform to both the requirements of the latest FDOT Standard Specifications for Road and Bridge Construction and the latest FDOT Design Standards.

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



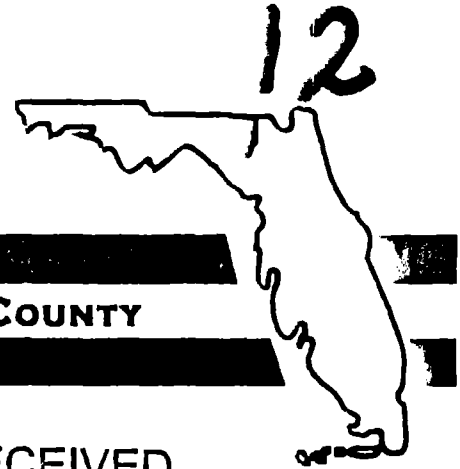
FIRM C A Boone Construction, Inc (Seal)

BY James F. Boone
President

ATTEST Sherry Font
Sherry Font (Secretary)

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

*5/21/13
Frisina*



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

April 11, 2013

RECEIVED

APR 15 2013

Board of County Commissioners
Columbia County

Memorandum

To: Lisa K.B. Roberts

FR: Randy T. Jones *[Signature]*

RE: Members for Competency Advisory Board

.....

Please be advised that the following members of the Columbia County Competency Advisory Board have fulfilled their respective terms of appointment, Mr. Terry Zierke, Mr. Walt Graham, Mr. Todd Hunt, David Mangrum and Harry Moseley. Each of these members has requested to be reappointed for another three (3) year term, beginning 04.05.13 and ending 04.05.15.

Please contact me at extension 1008 if you have any questions regarding this matter.

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

13

April 16, 2013

Darrel Mathis, President
Parent Organization of the CHS Class of 2013, Inc.
179 NW Otter Court
Lake City Florida 32055

Columbia County Board of County Commissioners
P.O. Box 1529
Lake City, Florida 32056-1529
Att'n: Lisa Roberts, Assistant County Manager

Dear Ms. Roberts:

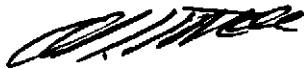
Please consider this letter as our request for the Board's approval of a fireworks display to be held immediately following the graduation ceremony at Columbia High Tiger Stadium on Friday, May 24th, 2013. This is also a request for the Columbia County Fire Department to be present during the fireworks display in case of emergency.

Our request to have the fireworks has already been approved by the Columbia County School District.

The onsite pyrotechnician is Fred Partin of Dragon Fireworks, Homosassa, FL. He has provided the fireworks for the last two C.H.S. graduations. I have enclosed information needed to issue a permit along with the additional documents listed below. Please note that the school facilities use form lacks Mr. Terry Huddleston's signature. I have been given his verbal approval and will forward a copy of the form with his signature on it by the time the Board meets.

If you have any questions, please contact me at (O) 752-4313 or (C) 397-5796.

Sincerely,



Darrel Mathis, President
Parent Organization of the CHS Class of 2013

Attachments: Approved Request for Facility Use of Columbia Schools
Certificate of Liability Insurance
Contract with Dragon Fireworks
License/Permit
Fireworks Permit Information
Aerial Photo of School Property

AGREEMENT FOR USE OF SCHOOL FACILITIES

Name of Organization/Agency Senior Parent Organization
Room or Facility Requested Stadium School Site CHS
Date(s) of Use 5-24-13 Hours (from) 7:30 (to) 11:00
Time person in charge will need to enter and leave facility: Enter 5:00 Leave 10:00
Brief Description of Activity: Fireworks display ending graduation ceremony.

Number of People Attending Activity: 6000
School Activity Non-School Activity

Persons in Charge of Activity:
Name Darrel Mathis Address 177 NW Deter Court Lake City, FL 32025 Phone 386-397-5796
Name Vince Camp Address 215 SW Black Pine Terrace LC 32024 Phone 386-961-3102

TO BE COMPLETED BY ADMINISTRATION	
Facility Rental Fee-----	\$ <u>0</u>
*Custodial Charge _____ Hours x \$ _____ (hourly rate) = \$ _____	
**Security Charge _____ Hours x \$ _____ (hourly rate) = \$ _____	
***Tech Coordinator CHS Auditorium Charge _____ hours x \$ _____ (Hourly Rate) = \$ _____	
Total Charges: Facility Rental Fee \$ _____	
Plus custodial and/or security fees \$ _____ = \$ _____	TOTAL AMOUNT DUE
Must be paid by: _____	
* Includes time for restroom cleaning, removal and replacement of board meeting furniture, if applicable.	
**If organization is providing security personnel, list name: (Must be approved by building administrator)	
***Security required at CHS Auditorium for non-school activities involving more than 150 people	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/5/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Co) 509 W Koenig St Grand Island NE 68802	CONTACT NAME: Tami Towne PHONE (A/C, No. Ext): 308-382-2330 FAX (A/C, No.): 308-283-7109 E-MAIL ADDRESS: ttowne@ryderinsurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED Fred & Lee Partin dba Dragonworks PO Box 1397 Homosassa Springs FL 34447	INSURER A: SCOTTSDALE INS CO NAIC #: 41297
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER: 634085888** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CPS1612545	3/17/2013	3/17/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Board of County Commissioners, Columbia County; Columbia County School District
Date of Display: 05/24/2013 Rain date: Next available night

CERTIFICATE HOLDER**CANCELLATION**

Columbia County School District
 372 W. Duval St
 Lake City FL 32055

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DRAGONWORKS
PROFESSIONAL FIREWORKS DISPLAYS UNLIMITED
Federally Licensed certified & Fully Insured
26 years experience creating and presenting fireworks displays

FIREWORKS DISPLAY CONTRACT

This contract shall enter into effect this 12 day of April 2013, between the Parent Organization of the CHS Class of 2013, Inc. and pyrotechnician, FRED PARTIN, for the purpose of providing an aerial display on a land based site on Friday, May 24, 2013.

SCOPE OF SERVICE TO PROVIDE

A sufficient amount of product to shoot for allotted time. AT LEAST 5 to 7 MINUTES.

We will provide any and all permits necessary

To obtain at least a million dollars in liability insurance and provide the county a copy with Fort White High School, named as insured.

Provide all display transportation to and from the shoot site.

Provide all necessary labor to set up and fire the display.

Display will be shot in strict accordance with NFPA 1123 and 1124. And only top quality Lidu products will be used.

THE SPONSOR HEREBY AGREES TO THE FOLLOWING

A 280 feet radius and ample security to maintain the shoot site.

Provide fire protection, and some type of communication to shoot site in event of emergency.

Budget OF \$1500.00

Check will be due the day of your show.

NOTE; PLEASE MAKE CHECKS PAYABLE TO FRED PARTIN

P O Box 1397 Homosassa Springs, Florida 34447

Tel 352-628-6894

Shipping address

Fax 352 628 6894

11314 West Partin Trail, Homosassa, FL34448

E-Mail fpartin@tampabay.rr.com

PROFESSIONAL FIREWORKS DISPLAYS UNLIMITED

Federally Licensed certified & Fully Insured

26 years experience creating and presenting fireworks displays

Page Two


PARENT ORGANIZATION OF CNJ CLASS OF 2015, INC.

COLUMBIA HIGH SCHOOL realizes fireworks are dangerous, and will provide security to maintain the working area as well as the display site. Sponsor will hold harmless, Fred Partin, from any incident that may arise from the normal use of fireworks.

The sponsor acknowledges the on-site pyrotechnician has full authority of the display and will advise the SPONSOR whether or not the display will be shot. If the on-site pyrotechnician deems the show un-safe or un-shoot able for any reason, the display will be shot at a later mutually agreed time. If the equipment and personal are required to tear down and return at a latter date mutually agreed upon, the sponsor shall be obligated to pay an additional charge for transportation and travel of material and personal to the display site, not to exceed twenty percent (20%) of contract price.

If the show is deemed un-shoot able, and a new date cannot be agreed upon, the deposit made by sponsor will be returned, less any reasonable cost or expense incurred by Fred Partin in anticipation of presenting your display, including, but not limited to, cost associated with setup and takedown of equipment, and transportation of material and personal.


SPONSOR;

By  4/12/13


ATTEST; (witness)

by Wanda DeGood 4/12/13

FRED PARTIN:

by  4-8-2013

ATTEST; (witness)

by  4-8-13



DEPARTMENT OF THE TREASURY - BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

LICENSE/PERMIT (18 U.S.C. CHAPTER 40, EXPLOSIVES)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 556) you may engage in the activity specified in this license/permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNING" and "NOTICES" on back.

DIRECT ATF
CORRESPONDENCE
TO

Christopher R. Reeves
Chief, Federal Explosives Licensing Center (FELC)
Bureau of Alcohol, Tobacco, Firearms and Explosives
244 Needy Road
Martinsburg, West Virginia 25405
Telephone: 1-877-283-3353 Fax: 1-304-616-4401

LICENSE
PERMIT
NUMBER
EXPIRATION
DATE

1-FL-017-24-3G-00750

July 1, 2013

NAME
DRAGONWORKS

Premises Address: **CHANGE!** You must notify the FELC at least 10 days before
11314 W PARTIN TRAIL
HOMOSASSA, FL 34448-

TYPE OF LICENSE OR PERMIT
24-IMPORTER OF LOW EXPLOSIVES

CHIEF, FEDERAL EXPLOSIVES LICENSING CENTER (FELC)

Christopher R. Reeves
Christopher R. Reeves

PURCHASING CERTIFICATION

I certify that this is a true copy of a license/permit issued to me to engage in the activity specified.

Frederick Lee
(SIGNATURE OF LICENSEE/PERMITTEE)

Mailing Address: **CHANGE!** You must notify the FELC at least 10 days before

PARTIN, FREDERICK LEE
DRAGONWORKS
P.O. BOX 1097
HOMOSASSA SPRINGS, FL 34447-

The licensee/permittee named herein shall use a reproduction of this license/permit to assist a transferor of explosives to verify the identity and status of the licensee/permittee as provided in 27 CFR Part 556. The signature on each reproduction must be an ORIGINAL signature.

FIREWORKS PERMIT INFO

May 3, 2013

- 1- Organization sponsoring display, COLUMBIA HIGH SCHOOL fireworks display *BY PARENT ORGANIZATION OF THE CHS CAD 10 2013*
- 2- Person in charge of discharging fireworks,
- 3- Name, Dragonworks Display co. Fred Partin DOB.6-16-38
- 4- Ht; 6' 1" Wt; 205 lbs.
- 5- POB; Virginia USA
- 6- Telephone; 1-352-628-6894 cell 1-352-422-3253 Fred Partin
- 7- Address; P. O. Box 1397, Homosassa Spgs, FL 34447
- 8- Training center; Fred Partin is a member of the Pyrotechnic Guild International, and co founder of the Florida Pyrotechnic Arts Guild Inc.26 years experience in professional fireworks displays.
- 9- **Insurance Information;**
- 10- Company, Ryder-Rosacker-McCue& Huston
- 11- Address; 509 W. Koenig ST., Grand Island NE. 68802
- 12- Telephone; 1-308-382-2330
- 13- Policy Number; CPS1612545
- 14- Amount of coverage; \$2,000,000
- 15- Date; May 24, 2013 Friday
- 16- Location of display; Columbia County High School- Lake City FL.
- 17- Manufacture of fireworks, Foreign and domestic, 1.3 G and 1.4 shooting area from 210 to 420 feet distance.
- 18- Manner and place of storage; BATF Approved magazine
- 19- Fire Department of area; local fire Dept will be on site
- 20- Local contact; Vince Camp 1-386 961-3102 home # 1-386-752-8577

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 7:00 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 04/21/2013

Meeting Date: 05/02/2013

Name: David Kraus, Safety Manager

Department: BOCC

1. Nature and purpose of agenda item: To approve an Exclusive Right of Sale Listing Agreement for 188 SE Faye Lane with REMAX Professionals and to set the listing price at \$19,900

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

2. Fiscal impact on current budget.

Is this a budgeted item? N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

Account: _____

Account: _____

\$ _____

For Use of County Manger Only:

Consent Item Discussion Item

MEMORANDUM

TO: Columbia County Board of County Commissioners
From: David Kraus, Safety Manager
Date: April 21, 2013

RE: 188 SE Faye Lane

On many of our real estate issues, Columbia County uses a local realtor, Sandy Kishton, who works for REMAX Professionals, Inc. Upon her advice, we are requesting the Board of County Commissioners approve for the County to enter a listing agreement with REMAX Professionals, Inc to place 188 SE Faye Lane on the MLS system for \$19,900.

History:

188 SE Faye Lane had been neglected for several years and fell to the County from tax escheatment. In January, 2012 the Board of County Commissioners declared this property as surplus. County staff attempted to use the lot for the NSP-3 program. The NSP-3 grant managers looked at the site and felt the lot was beyond rehabilitation and ineligible for the program. The Public Works crews cleaned up the lot and left the mobile home standing. Since that time, vandals have been removing parts of the mobile home. This property remains a Code Enforcement concern and would be scheduled for demolition by Public Works when crews become available.

The County issued an RFP for the purchase of surplus real property and opened the bids on October 10. We received only one bid for \$2,255 from Gerald and Rebecca Curtis of 410 SE Faye Lane.

This item was pulled from the November 1, 2012 Consent Agenda and the Board voted not to accept the \$2,250 bid. Gerald and Rebecca Curtis requested that the Board reconsider this decision stating that the value is in excess of fair market value given the condition of the lot and the surrounding neighborhood.

At the January 3, 2013 Meeting, the Board voted to decline the original offer, and to offer the surplus property for sale at \$13,000. The County had the property cleaned, the remainder of the mobile home removed and the lot brought into compliance.

Exclusive Right of Sale Listing Agreement

1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between
 2 COLUMBIA COUNTY FLORIDA ("Seller") and
 3 REMAX PROFESSIONALS INC. ("Broker")

4 **1. AUTHORITY TO SELL PROPERTY:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property
 5 (collectively "Property") described below, at the price and terms described below, beginning the 25 day of
 6 March, 2013, and terminating at 11:59 p.m. the 25 day of September, 2013,
 7 ("Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this
 8 Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and Broker
 9 acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race,
 10 color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law. Seller
 11 certifies and represents that he/she/it is legally entitled to convey the Property and all improvements.

12 **2. DESCRIPTION OF PROPERTY:**
 13 (a) Real Property Street Address: 188 SE FAYE LN, LAKE CITY, FL 32025
 14
 15 Legal Description: LOT 6 SUZANNE S/D UNIT 3
 16 PARCEL ID: 03-4S-17-07570-080 See Attachment
 17 (b) Personal Property, including appliances: VACANT LAND
 18
 19 See Attachment
 20 (c) Occupancy: Property is is not currently occupied by a tenant. If occupied, the lease term expires _____

21 **3. PRICE AND TERMS:** The property is offered for sale on the following terms, or on other terms acceptable to Seller:
 22 (a) Price: 19,900
 23 (b) Financing Terms: Cash Conventional VA FHA Other _____
 24 Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ _____ with the
 25 following terms: _____
 26 Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ _____ plus
 27 an assumption fee of \$ _____. The mortgage is for a term of _____ years beginning in _____, at
 28 an interest rate of _____ % fixed variable (describe) _____
 29 Lender approval of assumption is required is not required unknown. Notice to Seller: You may remain liable for an
 30 assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your
 31 liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will
 32 convey the escrow deposit to the buyer at closing.
 33 (c) Seller Expenses: Seller will pay mortgage discount or other closing costs not to exceed 0 % of the purchase
 34 price; and any other expenses Seller agrees to pay in connection with a transaction.

35 **4. BROKER OBLIGATIONS AND AUTHORITY:** Broker agrees to make diligent and continued efforts to sell the Property until
 36 a sales contract is pending on the Property. Seller authorizes Broker to:
 37 (a) Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless limited in
 38 (4)(a)(i) or (4)(a)(ii) below.
 39 (Seller opt-out)(Check one if applicable)
 40 (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet.
 41 (ii) Seller does not authorize Broker to display the Property on the Internet.
 42 Seller understands and acknowledges that if Seller selects option (ii), consumers who conduct searches for listings on
 43 the Internet will not see information about the listed property in response to their search.
 44 _____ / _____ Initials of Seller.
 45 (b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller signs a sales
 46 contract) and use Seller's name in connection with marketing or advertising the Property.
 47 (c) Obtain information relating to the present mortgage(s) on the Property.
 48 (d) Place the Property in a multiple listing service ("MLS"). Seller authorizes Broker to report to the MLS this listing
 49 information and price, terms and financing information on any resulting sale for use by authorized Board / Association
 50 members, MLS participants and subscribers; and

51 Seller (____) (____) and Broker/Sales Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 4 Pages.

- 52 (e) Provide objective comparative market analysis information to potential buyers; and
53* (f) (Check if applicable) Use a lock box system to show and access the Property. A lock box does not ensure the
54 Property's security; Seller is advised to secure or remove valuables. Seller agrees that the lock box is for Seller's benefit and
55 releases Broker, persons working through Broker and Broker's local Realtor Board / Association from all liability and
56* responsibility in connection with any loss that occurs. Withhold verbal offers. Withhold all offers once Seller accepts a
57 sales contract for the Property.
58 (g) Act as a transaction broker of Seller.
59 (h) Virtual Office Websites: Some real estate brokerages offer real estate brokerage services online. These websites are
60 referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a
61 property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Website
62 may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless
63 limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.
64* Seller does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be
65 displayed in immediate conjunction with the listing of this Property.
66* Seller does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink
67 to such comments or reviews) in immediate conjunction with the listing of this Property.

68 **5. SELLER OBLIGATIONS:** In consideration of Broker's obligations, Seller agrees to:

- 69 (a) Cooperate with Broker in carrying out the purpose of this Agreement, including referring immediately to Broker all
70 inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
71 (b) Provide Broker with keys to the Property and make the Property available for Broker to show during reasonable times.
72 (c) Inform Broker prior to leasing, mortgaging or otherwise encumbering the Property.
73 (d) Indemnify Broker and hold Broker harmless from losses, damages, costs and expenses of any nature, including
74 attorney's fees, and from liability to any person, that Broker incurs because of (1) Seller's negligence, representations,
75 misrepresentations, actions or inactions, (2) the use of a lock box, (3) the existence of undisclosed material facts about the
76 Property, or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is
77 entitled to compensation from Broker. This clause will survive Broker's performance and the transfer of title.
78 (e) To perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445).
79 (f) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily
80 observable or known by the buyer. Seller certifies and represents that Seller knows of no such material facts (local
81* government building code violations, unobservable defects, etc.) other than the following: _____
82*

83 Seller will immediately inform Broker of any material facts that arise after signing this Agreement.

- 84 (g) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements
85 and other specialized advice.

86 **6. COMPENSATION:** Seller will compensate Broker as specified below for procuring a buyer who is ready, willing and able to
87 purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to
88 Seller. Seller will pay Broker as follows (plus applicable sales tax);

- 89* (a) 7 % of the total purchase price plus \$ _____ OR \$ _____, no later than
90 the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's fee being earned.
91* (b) _____ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised,
92 Seller will pay Broker the paragraph 6(a) fee, less the amount Broker received under this subparagraph.
93* (c) _____ (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or agreement to
94 lease, whichever is soonest. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive
95 right to lease the Property.
96 (d) Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sale, lease,
97 exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the buyer is secured by
98 Broker, Seller or any other person. (2) If Seller refuses or fails to sign an offer at the price and terms stated in this Agreement,
99* defaults on an executed sales contract or agrees with a buyer to cancel an executed sales contract. (3) If, within 90 days after
100 Termination Date ("Protection Period"), Seller transfers or contracts to transfer the Property or any interest in the Property to any
101 prospects with whom Seller, Broker or any real estate licensee communicated regarding the Property prior to Termination Date.
102 However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another broker.
103* (e) Retained Deposits: As consideration for Broker's services, Broker is entitled to receive 50 % of all deposits that
104 Seller retains as liquidated damages for a buyer's default in a transaction, not to exceed the paragraph 6(a) fee.

105 **7. COOPERATION AND COMPENSATION WITH OTHER BROKERS:** Broker's office policy is to cooperate with all other
106* brokers except when not in Seller's best interest and to offer compensation in the amount of 3.5 % of the
107* purchase price or \$ _____ to Buyer's agents, who represent the interest of the buyers, and not the interest of Seller in

108* Seller (____) (____) and Broker/Sales Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 4 Pages.

109* a transaction; and to offer compensation in the amount of 3.5 % of the purchase price or \$ _____ to a
110* broker who has no brokerage relationship with the Buyer or Seller; and to offer compensation in the amount of
111* 3.5 % of the purchase price or \$ _____ to Transaction brokers for the Buyer; None of the above (if this is
112 checked, the Property cannot be placed in the MLS.)

113 **8. BROKERAGE RELATIONSHIP:** Under this Agreement, Broker will be acting as a transaction broker, Broker will deal
114 honestly and fairly with Seller, will account for all funds, will use skill, care, and diligence in the transaction, will disclose all
115 known facts that materially affect the value of the residential property which are not readily observable to the buyer, will present
116 all offers and counteroffers in a timely manner unless directed otherwise in writing and will have limited confidentiality with Seller
117 unless waived in writing.

118 **9. CONDITIONAL TERMINATION:** At Seller's request, Broker may agree to conditionally terminate this Agreement. If Broker
119 agrees to conditional termination, Seller must sign a withdrawal agreement, reimburse Broker for all direct expenses incurred
120* in marketing the Property and pay a cancellation fee of \$ _____ plus applicable sales tax. Broker may void the
121 conditional termination and Seller will pay the fee stated in paragraph 6(a) less the cancellation fee if Seller transfers or
122 contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination
123 to Termination Date and Protection Period, if applicable.

124 **10. DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All controversies, claims and other matters
125 in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first
126 attempting mediation under the rules of the American Mediation Association or other mediator agreed upon by the parties. If
127 litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs, unless
128 the parties agree that disputes will be settled by arbitration as follows: **Arbitration:** By initialing in the space provided, Seller
129* (____) (____), Listing Associate (____) and Listing Broker (____) agree that disputes not resolved by mediation will be settled
130 by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American
131 Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the
132 arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs and expenses, including attorney's
133 fees, and will equally split the arbitrators' fees and administrative fees of arbitration.

134 **11. MISCELLANEOUS:** This Agreement is binding on Broker's and Seller's heirs, personal representatives, administrators,
135 successors and assigns. Broker may assign this Agreement to another listing office. This Agreement is the entire agreement
136 between Broker and Seller. No prior or present agreements or representations shall be binding on Broker or Seller unless
137 included in this Agreement. Signatures, initials and modifications communicated by facsimile will be considered as originals.
138 The term "buyer" as used in this Agreement includes buyers, tenants, exchangers, optionees and other categories of potential
139 or actual transferees.

140* **12. ADDITIONAL TERMS:** _____
141* _____
142* _____
143* _____
144* _____
145* _____
146* _____
147* _____
148* _____
149* _____
150* _____
151* _____
152* _____
153* _____
154* _____
155* _____
156* _____

157* Seller (____) (____) and Broker/Sales Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 4 Pages.

158* Date: _____ Seller's Signature: _____ Tax ID No: _____

159* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

160* Address: _____

161* Date: _____ Seller's Signature: _____ Tax ID No: _____

162* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

163* Address: _____

164* Date: _____ Authorized Listing Associate or Broker: _____

165* Brokerage Firm Name: REMAX PROFESSIONALS INC. Telephone: 386-758-8900

166* Address: 4255 SW CAMBRIDGE GLN, LAKE CITY, FL 32024

167* Copy returned to Customer on the ____ day of _____ by: personal delivery mail E-mail facsimile.

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168* Seller (____) (____) and Broker/Sales Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4 Pages.

VACANT PROPERTY CONDITION DISCLOSURE ADDENDUM

Agent/Broker is obligated to disclose to any buyer, any known material defect regarding the condition of real estate of which Agent/Broker has knowledge. Agent/Broker hereby states that he/she is not an engineer nor inspector and makes no representation as to what does/does not constitute a material defect. Seller, for his or her own protection, is asked to disclose all conditions that exist in/on the real estate.

Owner discloses the following information with the knowledge that prospective buyers rely on such information when deciding whether, and upon what terms, to purchase the property. Owner hereby authorizes agent to provide a copy of this statement to person or entity in connection with any actual or anticipated sale of the property.

PROPERTY ADDRESS: _____

Owner(s) are asked to circle the answer each of the following questions to the best of their knowledge-yes-no-or unknown. If any answer is "yes", please explain in area provided below.

If this is a Corporate/Repossessed property with absentee ownership and no statement of condition is being made, check here _____ and sign below.

- 1. Has the lot/land ever flooded?..... Yes No Unknown
- 2. Does the property have any drainage problems?..... Yes No Unknown
- 3. What is the flood zone classification?..... 'A' not A Unknown
- 4. Do you know of any servitude or encroachments regarding the property..... Yes No Unknown?
- 5. Does the property and its present usage conflict with current zoning, title, building And safety restrictions or ordinances?..... Yes No Unknown
- 6. Do you/owner know of any title defects?..... Yes No Unknown
- 7. Is this property under the jurisdiction of a Homeowners Association?..... Yes No Unknown
- 8. If so, what (if any) are the Association Fees per year?..... \$ _____ /year
- 9. Do you/owner know of any other conditions, problems, or defects including environmental conditions, in or around the property that the buyer should be aware of?

I/We attest that the aforementioned statements and explanations have been provided by me/us and are true and correct to the best of my/our knowledge.

THIS DOCUMENT IS HEREBY MADE A PART OF THE LISTING AGREEMENT FOR SUBJECT PROPERTY DATED _____ / _____

SELLER _____

DATE _____

SELLER _____

DATE _____

.....
(BY SIGNING BELOW, THIS DOCUMENT IS MADE PART OF THE AGREEMENT TO PURCHASE OR SELL FOR SUBJECT PROPERTY DATED _____ / _____

Purchaser acknowledges that he/she has read the above information, and purchaser understands that it may be to his/her benefit to have property inspected by a professional.

PURCHASER _____

DATE _____

PURCHASER _____

DATE _____

Seller acknowledges information contained herein is current as of this date.

SELLER _____

DATE _____

SELLER _____

DATE _____

15

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 7:00 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 04/21/13 Meeting Date: 05/02/13

Name: David Kraus, Safety Manager Department: BOCC

1. Nature and purpose of agenda item: Approve an easement for Clay Electric Cooperative, Inc to run 3-phase power overhead lines in the Southside Sports Complex near the Girls Softball fields.

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

2. Fiscal impact on current budget.

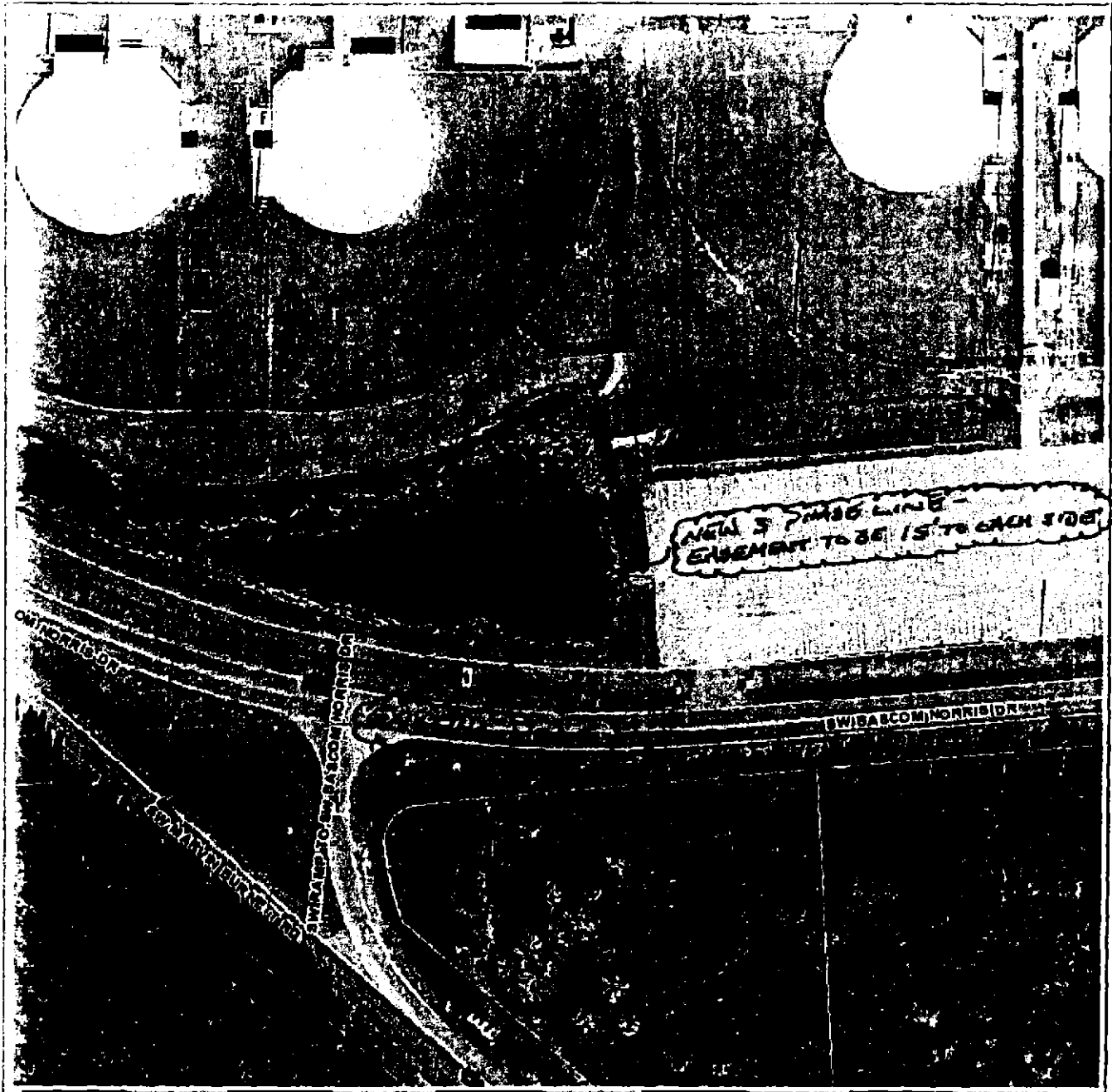
Is this a budgeted item? N/A
 Yes Account No. _____
 No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM	TO	AMOUNT
Account: _____	Account: _____	\$ _____

For Use of County Manger Only:

Consent Item Discussion Item



0 67 134 201 268 335 402 469 536 603 670 FT

Columbia County Property Appraiser

J. Doyle Crews - Lake City, Florida 32055 | 386-758-1083

PARCEL:-

Name:	2012 Certified Values	
Site:	Land	
Mail:	Bldg:	
Sales Info	Assd:	
	Exmpt:	
	Taxbl:	
	NONE	

NOTES:
3 phase overhead primary addition

LOCATIONS
ARE
APPROXIMATE



This information, GIS updated: 3/15/2013, was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

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QizzlyLogic.com

INFO ONLY - NOT AN EXHIBIT

Ag 7.17.13

Prepared by and return to:

Steve Yacynych
Clay Electric Cooperative, Inc.
P. O. Box 308
Keystone Heights, Florida 32656

Tax Parcel Number:
08-4S-17-08044-001
CEC Location Number: 352884

RIGHT-OF-WAY EASEMENT
Clay Electric Cooperative, Inc.

Southside Park Ball Field Lighting
Overhead 3Phase Primary Extension

Space above for recording data

GRANTORS, (whether singular or plural) Columbia County Board of
County Commissioners
whose mailing address is Post Office Box 1529
City Lake City State Florida Zip Code 32056

In Consideration of one dollar and other good and valuable Considerations, the receipt of which is hereby acknowledged, do(es) hereby grant, bargain, sell and convey to Clay Electric Cooperative, Inc., a Florida Corporation, of P.O. Box 308, Keystone Heights, Florida, 32656, hereinafter called the Cooperative, its successors and assigns, a perpetual easement as described feet in width over, under, upon and across the lands and real property situate, lying and being in the County of Columbia, State of Florida, more particularly described as follows:

A non-exclusive easement thirty (30) feet in width being fifteen (15) feet to each side of all electric lines and associated facilities over, under, upon and across a parcel of land located in Section 6, Township 4 South, Range 17 East, Columbia County, Florida and being more particularly described as follows:

Section 6: The West 1,100 feet of the S 1/2 of the NE 1/4 of SW 1/4 and the West 1,100 feet of the SE 1/4 of SW 1/4, EXCEPT THAT PORTION lying South of Burnett Road.

together with a perpetual easement over, under, upon and across all streets, roads, alleys, easements and rights-of-way in any plat or subdivision of which the above described property is a part, to the extent of Grantor's interest therein. The right to construct, rebuild, operate, and maintain electric lines and systems on or under the above described lands; the right to inspect, repair, change, alter, improve, remove, and add to such facilities and systems as the Cooperative deems advisable, including, by way of example, and not by way of limitation, the right to alter, modify, increase or decrease the number and size of conduits, wires, voltage, poles, cables, down guys, transformers, transformer enclosures, regulators, and all necessarily related equipment; the right to cut, trim, remove, and control the growth of trees, shrubberies, and other plants in the easement area by all means available, and not prohibited by law, that may, in the judgement of the Cooperative, interfere with, threaten or endanger the operation and maintenance of the Cooperative's facilities and systems; the right to keep the easement clear of all buildings, structures or other obstructions except citrus trees and low-growing shrubbery that do not otherwise in the judgement of the Cooperative interfere with Cooperative's use of the easement and right-of-way; the right to license, permit, or otherwise agree to the joint use or occupancy of the easement, facilities or system whether over land or under ground by other utilities, persons, associations, or corporations, and the right to enter upon, cross, and use other lands of the Grantors to provide reasonable access to the easement granted herein. Grantor agrees that all equipment, poles, wires, facilities, and other tangible personal property, together with any other improvements to the easement and right-of-way installed by or on behalf of the Cooperative, shall remain the sole and exclusive property of the Cooperative, and shall not be subject to any interest or claim of Grantor. Grantor covenants with Grantee that he is lawfully seized of the land in fee simple, that he has good, right and lawful authority to grant, bargain, sell, and convey the land and the interest herein conveyed. Grantor reserves the right to use the underlying fee for farming, citrus grove, or pasture purposes, provided that such use shall not include the construction, placement or location of any structures in the easement area, nor any use that would, in the judgement of the Cooperative, interfere with the Cooperative's use and enjoyment of the easement. Grantor agrees that this right-of-way easement is perpetual and shall run with the land, and that any abandonment or interruption of the use of the easement and right-of-way shall not terminate or impair the interests hereby conveyed to the Cooperative.

IN WITNESS WHEREOF, the Grantors have hereunto affixed their hands and seals this _____ day of _____, 2013

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

First,
Witness Signature: _____
Also,
Type/Print Name: _____

By: _____ (seal)
Type/Print Name and Title: Stephen E. Bailey, Chairman (seal)

Second,
Witness Signature: _____
Also,
Type/Print Name: _____

Attest: _____ (seal)
Type/Print Name and Title: P. DeWitt Cason, Clerk of the Commission (seal)

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2013

By Stephen E. Bailey, Chairman COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
(Name of officer, partner or agent, and title, one or more) (Name of corporation or partnership acknowledging)

a governmental entity of the State of Florida, on behalf of said entity. He/she is personally known to me or produced _____ as identification
(Type of identification)

(Signature): _____ Notary Public
Also,
Type/Print Name: _____

Commission Expires: _____ Commission No. _____
(Notary Seal)

**COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2013R- 14**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSION OF COLUMBIA COUNTY, FLORIDA, URGING THE ADMINISTRATION AND CONGRESS OF THE UNITED STATES TO PRESERVE THE CURRENT TAX-EXEMPT STATUS OF MUNICIPAL BONDS, AND REJECT ANY PROPOSAL THAT WOULD REDUCE OR ELIMINATE THE FEDERAL TAX EXEMPTION ON INTEREST EARNED FROM TAX-EXEMPT MUNICIPAL BONDS.

WHEREAS, First, several proposals are being discussed in the ongoing Federal budget negotiations that would either reduce or eliminate the current tax exemption on the interest earned from tax-exempt municipal bonds; and

WHEREAS, Second, the United States House of Representatives Ways and Means Committee is considering various changes to Federal tax provisions on reducing or eliminating the current tax exemption on the interest earned from tax-exempt municipal bonds, along with the ability of individual taxpayers who itemize to deduct their State and local income and property taxes when filing their Federal tax return and other tax related issues; and

WHEREAS, Third, for state and local governments, tax-exempt municipal bonds are the most important tool available for financing critical infrastructure projects such as primary and secondary schools, hospitals, water and sewer systems, roads, highways and streets, public power facilities, mass transit projects, airports, solid waste, sanitation and recycling, multi-family housing, police and fire stations and equipment, bridges, tunnels and other infrastructure projects; and

WHEREAS, Fourth, together, state and local governments are responsible for building and maintaining 75 percent of the nation's infrastructure, which is financed mostly by tax-exempt municipal bonds; and

WHEREAS, Fifth, on average, state and local governments gave up to two percentage points on their borrowing rates through use of tax-exempt municipal bonds; and

WHEREAS, Sixth, these savings allow state and local governments to invest more in critical infrastructure and essential services while holding down the cost to taxpayers; and

WHEREAS, Seventh, approximately \$3.7 trillion in tax-exempt municipal bonds are currently outstanding; and

WHEREAS, Eighth, the National Association of Counties, the National League of Cities, and the U.S. Conference of Mayors, with assistance from the Government Finance Officers Association, issued a joint report (the "Report") in February 2013 titled "Protecting Bonds to Save Infrastructure and Jobs 2013" to determine the impact of the

proposals to limit (by imposing a 28% cap) or fully eliminate the exemption on interest from municipal bonds; and

WHEREAS, Ninth, the Report shows that state and local governments issued 57,754 tax-exempt bonds for more than \$1.65 trillion of infrastructure investment over the last decade, with over 6,600 tax-exempt bonds financing over \$173 billion in infrastructure projects in 2012 alone; and

WHEREAS, Tenth, of those totals, 1,250 tax exempt state and local tax-exempt bonds financing over \$103 billion in infrastructure improvements were issued over the last decade in the State of Florida; and

WHEREAS, Eleventh, the Report shows that if the 28% cap on interest earned from tax-exempt municipal bonds was in effect over the last decade, it would have cost state and local governments an additional \$173 billion in interest expense over the last decade; and

WHEREAS, Twelfth, the Report shows that if the tax-exemption had been fully eliminated, it would have cost state and local governments an additional \$495 billion in interest expense over the last decade; and

WHEREAS, Thirteenth, while on first appearance it might seem that the 28 percent cap on interest earned from tax-exempt bonds may only affect high-income taxpayers, in effect the increased cost would be borne almost exclusively by state and local governments, and therefore all taxpayers within those respective jurisdictions, in the form of higher interest rates on their borrowing; and

WHEREAS, Fourteenth, it is being proposed that the 28 percent cap be applied retroactively, meaning that it would be applied to all tax-exempt bonds already outstanding in addition to bonds issued in the future, and in the nearly 200 year history of the tax-exemption Congress has never applied a retroactive tax to bonds already held by investors; and

WHEREAS, Fifteenth, this would hurt middle-class taxpayers as state and local governments would be forced to increase property and sales taxes on local taxpayers to offset higher borrowing rates on infrastructure investments; and

WHEREAS, Sixteenth, if state and local governments choose not to increase property and sales taxes on local taxpayers to offset higher borrowing rates on infrastructure investments, the alternate option would be to decrease investment in infrastructure, negatively impacting jobs and resulting in needed infrastructure improvements being postponed and resulting in a more deteriorated infrastructure base; and

WHEREAS, Seventeenth, 2010 IRS data show that 57 percent of municipal bond interest is paid to individuals 65 years of age and older who largely live on fixed

incomes, and 52 percent of municipal bond interest is paid to individuals who earn less than \$250,000 annually; and

WHEREAS, Eighteenth, the Federal government should not adversely affect, by limiting or providing obstacles to needed infrastructure financing, the right of state and local governments to borrow and decide what infrastructure and services to provide to their citizens.

NOW, THEREFORE, BE IT RESOLVED by the Columbia County Board of County Commissioners:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Columbia County Board of County Commissioners urges the Administration and Congress of the United States to preserve the current tax-exempt status of municipal bonds which has successfully provided trillions of dollars in low-cost financing for critical infrastructure investments that serve citizens in all states and local communities.

Section 3: The Columbia County Board of County Commissioners urges the Administration and Congress of the United States to reject any proposal that would reduce or eliminate the federal tax exemption on interest earned from tax-exempt municipal bonds.

Section 4: Upon adoption by the Columbia County Board of County Commissioners, this Resolution shall be distributed to the President of the United States, the Florida members of the Senate and House of Representatives of the United States, the Florida Association of Counties, The Florida League of Cities, the Florida City County Management Association, and each of the municipalities in Columbia County, Florida.

Section 5: This Resolution shall take effect upon its adoption.

ADOPTED by the Columbia County Board of County Commissioners this 2nd day of May 2013.

Columbia County, Florida
Board of County Commissioners

BY: _____
Stephen E. Bailey, Chairman

ATTEST:

BY: _____
P. DeWitt Cason, Clerk of Circuit Courts

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BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 7:00 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 04/24/13

Meeting Date: 05/02/13

Name: David Kraus

Department: BOCC

1. Nature and purpose of agenda item: To Approve the purchase of additional land and Right of Way from SM MAPPS/Holiday Plaza, Inc for the Ellisville Wastewater Treatment Plant.

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

2. Fiscal impact on current budget.

Is this a budgeted item? N/A

Yes Account No. 405-3501-535.60-61

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Account: _____	Account: _____	\$ _____

For Use of County Manger Only:

Consent Item Discussion Item

MEMORANDUM

TO: Columbia County Board of County Commissioners
From: David Kraus, Safety Manager
Date: April 24, 2013

RE: Purchase of Land for Ellisville Wastewater Treatment Plant

Joel Foreman uncovered some unresolved concerns in preparing the closing documents for the purchase of the land under the 4th RIB and the easement along the interstate from SM MAPPS and Holiday Plaza, Inc. We are requesting the Board of County Commissioners authorize Attorney Foreman to amend the agreement to include additional land and/or easements increasing the offer price. This item is time sensitive and tied to LP6025 funding.

We are requesting the property owners provide the access easement from the WWT plant to US Highway 441 as originally proposed and/or extend the acquired property across the entire frontage of the WWT plant. The exact property, easements and price will become available when the new closing documents can be created. The additional cost will be under \$27,000.

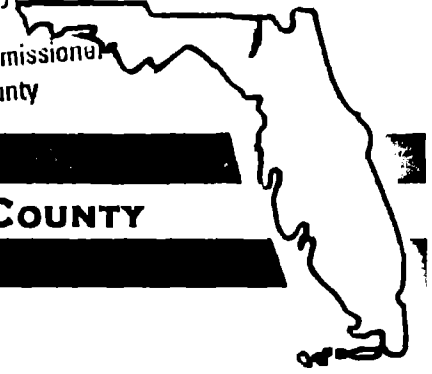
District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

RECEIVED

18

APR 16 2013


Board of County Commissioners
Columbia County



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

*5/2/13
Agenda*

TO: Dale Williams, County Manager
FROM: Kevin Kirby, Operations Manager 
DATE: April 10, 2013
SUBJECT: Emerald Forest Retention Pond

As we have discussed, the solution to rectifying the water issues with Mrs. Huzelkamp is to take over the retention pond in Emerald Forest behind her property.

Marlin has contacted Palmer Daughtry, (DDP Corporation) the owner of the retention pond, and he is willing to deed the property over to the County for no charge.

I am requesting permission to proceed with this acquisition. Upon approval we will contact Suwannee River Water Management to ensure that there are no issues with them.

If you should need to discuss, please contact me.

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

Connie Brecheen

From: Kevin Kirby
Sent: Thursday, April 04, 2013 2:30 PM
To: Marlin Feagle
Cc: Connie Brecheen; Chad Williams
Subject: RE: Emerald Forest retention pond

Thanks for the update, Sir. Connie, please place this on Managers meeting agenda.

From: Marlin Feagle [<mailto:leagle@bellsouth.net>]
Sent: Wednesday, April 03, 2013 9:49 AM
To: Kevin Kirby
Cc: Dale Williams
Subject: Emerald Forest retention pond

Kevin, I talked with Palmer Daughtery and he will gladly deed this retention area to the county without charge. I can have a quick title search done, but you probably need to confirm we will have access from one of the roads and if there are any issues with SRWMD. Apparently the 1.95 acres was set aside for retention and is still owned by the developer. Let me know if I need to proceed to prepare a deed etc. I have also talked with Peoples Bank re the Wayne Sweet property (Fantasy Glenn), but they have no incentive to release their mortgage for less than the amount owed. Mr. Sweet has been a good customer and is current on his loan with them. Chris Dampier is going to do an in-house bank appraisal and we can talk with the property appraiser (\$33,000 value is about 15k less than the loan amount). I will report the appraisal when received. Tx. Marlin

FEAGLE & FEAGLE, ATTORNEYS, P.A.
Marlin M. Feagle
P.O. Box 1653
153 N.E. Madison Street
Lake City, FL 32056
Phone (386) 752-7191
Fax (386) 758-0950

CONFIDENTIALITY NOTICE:

This Email together with any attachments is confidential, intended for only the recipient(s) named above and may contain information that is privileged, attorney work product or exempt from disclosure under applicable law. If you have received this Email in error, or are not the named recipient(s), you are hereby notified that any use, dissemination, distribution or copying of this Email or any attachments is strictly prohibited. Please immediately notify the sender at leagle@bellsouth.net and delete this Email and any attachments from your computer. You should not retain, copy or use this Email or any attachments for any purpose, or disclose all or any part of the contents to any person.

Internal Virus Database is out of date.

Checked by AVG - www.avg.com

Version: 8.5.449 / Virus Database: 271.1.1/3942 - Release Date: 10/06/11 18:34:00

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

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

March 25, 2013

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

Mr. O. P. Daughtry, III
D D P Corporation
4158 West U.S. Highway 90
Lake City, Florida 32055

Re: Emerald Forest Subdivision
Parcel No. 02866-199

Dear Mr. Daughtry:

According to the Columbia County Property Appraiser, D D P Corporation owns a 1.95-acre parcel of land designated as a "retention pond" in Emerald Forest Subdivision. The County tax records show this tax parcel has been in arrears since 2008 and will be eligible for a tax deed application on April 1, 2014.

I am contacting you as Columbia County Attorney to advise that the County may be interested in taking over or acquiring this property to develop and maintain a retention pond to assist with area flooding. Therefore, I would appreciate your contacting me at the above office within the next week or at your convenience to discuss your interest in having the County assume ownership of the property and develop this area for flood retention purposes.

Thank you for your courtesies.

Very truly yours,



Marlin M. Feagle

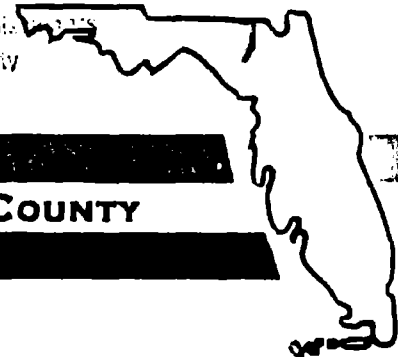
MMF:dsc
cc: Mr. Dale Williams

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

RECEIVED

MAR 06 2013

Board of County Commis.
Columbia County



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Marlin Feagle, County Attorney

FROM: Kevin Kirby, Operations Manager 

DATE: March 5, 2013

SUBJECT: Parcel #02866-199

Attached is a print-out of parcel #02866-199 located in Emerald Forest Subdivision. The Property Appraiser's office lists the owner as DDP Corporation which we believe is Palmer Daughtry.

The taxes on this parcel are in arrears since 2008. A Tax Sale Certificate 1129/2012 is held by the Board of County Commissioners and is not eligible for a Tax Deed Application until April 1, 2014.

The County is interested in acquiring this parcel to develop a retention pond to assist with the flooding that occurs in the surrounding area.

The Property Appraiser is suggesting that the owner be contacted and a selling price negotiated. The Property Appraiser's current value is \$341 and there are \$242 in outstanding taxes.

I am requesting that you contact DDP Corporation and begin negotiating to acquire this property.

If you should need to discuss further, please contact me.

Cc: Dale Williams, County Manager
Commissioner Bucky Nash

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

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

Date _____ Permit No. _____ Road: SW Dyal Ave No. _____

Permittee Comcast Cable_

Address 5934 Richard St, Jacksonville, FL 32216 _____ Telephone Number 904-380-6426 _____

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and Maintain. Proposed 8,186' aerial CATV facilities on SW Sisters Welcome near SW CR 242 / Node: LC032 /Project Name: 217 SW Dyal Ave / PC: MS / Metro E# 393419 _____

FROM: _____ TO: _____

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

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 (x) NO (). If YES: LAKE CITY () FORT WHITE (). A letter of notification was mailed on 11/11 to the following utility owners AT&T, FPL, TecoGas _____

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 Kevin Kirby _____ located at 607 NW Quinten St, Lake City, FL. _____ Telephone Number 386-719-7565 _____ The PERMITTEE's employee responsible for Maintenance of Traffic is Mark Schroeder Telephone Number 904-380-6426 _____ (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 understand 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

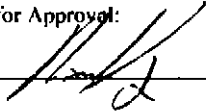
Place Corporate Seal

Signature and Title
Billie Lentes Permit Coordinator

Attested

Utilities Permit
Page three
Revised: 8/17/00

Recommended for Approval:

Signature: 

Title: OPERATIONS MANAGER

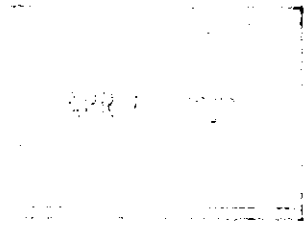
Date: 04-18-13

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

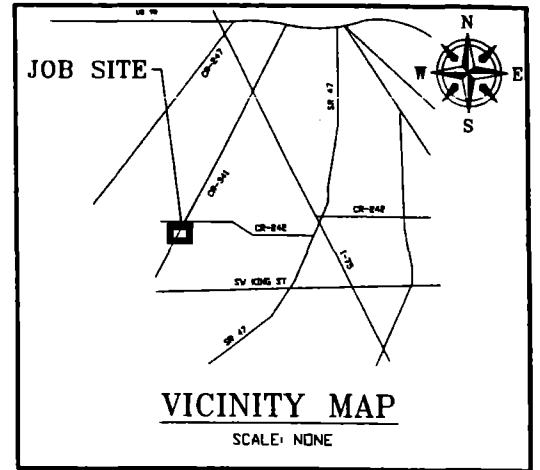
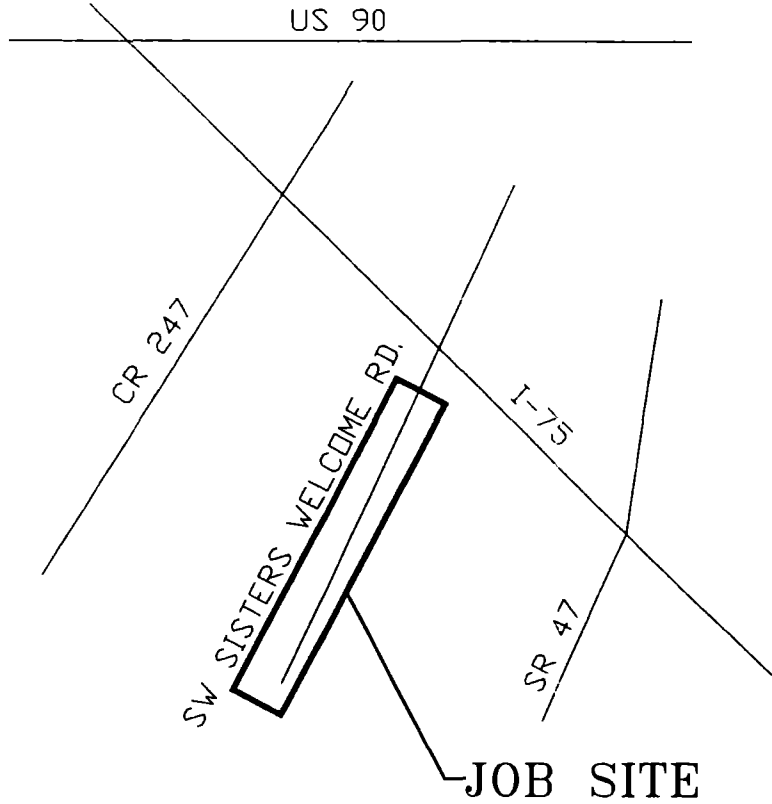
YES () NO ()

Date Approved: _____

Chairman's Signature: _____



BINDING SPACE



PROJECT TOTALS	
PROP. NEW AER. FIBER	8186'
PROP. U/G FIBER	0'
PROP. # OF BORES	0

NODE # LC032



Comcast
5934 Richard St.
Jacksonville, Florida 32218

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

RIGHT OF WAY	—————	CONCRETE POLE	⊙
AERIAL FIBER	—————	WOOD POLE	⊗
UNDERGROUND FIBER	—————	STEEL POLE	⊙
POWER POLE	—SP— SP— SP—	PERMITAL	⊠
TELEPHONE	—PERS— PERS— PERS—	UTILITY	⊞
GAS	—GAS— GAS— GAS—	ANCHOR	⊙
SEWER	—S— S— S—		
WATER	—W— W— W—		

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA		
OVERALL VIEW	SUB AREA	LAKE CITY
Sheet No.: 1 OF 14	County:	COLUMBIA
Scale: NONE	State:	FLORIDA
Date: 4/11/18	Project:	L.D.J.

BINDING SPACE

NOTES

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

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

ALL PROPOSED UNDERGROUND FIBER WILL BE BURIED A MINIMUM OF 36" DEEP. EXCEPT BORES 48" DEEP.

ALL PROPOSED UNDERGROUND FIBER ROAD BORES WILL USE CITY APPROVED DIRECTIONAL BORE MACHINE, AS WELL AS COUNTY APPROVED CONDUIT.

ALL PROPOSED FIBER ROAD BORES WILL EXTEND A MINIMUM OF 4' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED FIBER DRIVEWAY BORES WILL EXTEND A MINIMUM OF 2' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED AERIAL WILL BE .700" DIAMETER AND WILL BE LASHED TO .250" STEEL STRAND CABLE USING .125" STD. GALV. LASHING WIRE.

ALL PROPOSED AERIAL FIBER CROSSING ROADWAYS WILL HAVE A MINIMUM MID-SPAN HEIGHT OF 16'-0".

ALL PROPOSED AERIAL FIBER CROSSING DRIVEWAYS WILL HAVE A MINIMUM MID-SPAN HEIGHT OF 15'-6".

LOCATES WILL BE REQUIRED IN ALL PROPOSED UNDERGROUND AREAS AT LEAST 48 HRS. PRIOR TO CONSTRUCTION.

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

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

EOT REPRESENTS EDGE OF TRAVEL NOT TRUE EDGE OF PAVEMENT

E/P REPRESENTS THE TRUE EDGE OF PAVEMENT

EOD REPRESENTS THE EDGE OF DIRT

HAND DIG TRENCHES 36" DEEP ACROSS DIRT ROAD

USE CASE 1 MOT

RIGHT OF WAY	-----	⊙	CONCRETE POLE
AERIAL FIBER	_____	×	WOOD POLE
UNDERGROUND FIBER	-----	Ⓡ	RISER POLE
BURIED POWER	—BP—BP—BP—	□	PEDESTAL
TELEPHONE	—PHONE—PHONE—	∇	VAULT
GAS	—GAS—GAS—GAS—	⊔	ANCHOR
SEWER	—SAN—SAN—		
WATER	—W—W—W—		



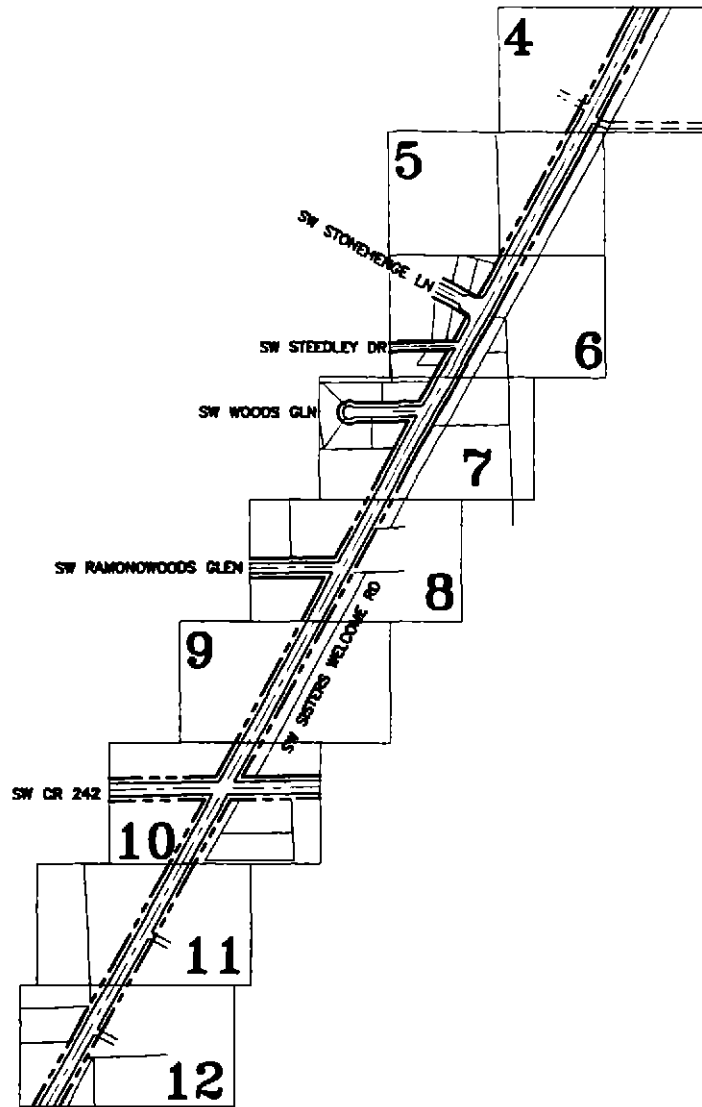
Comcast
5934 Richard St.
Jacksonville, Florida 32216

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

RIGHT OF WAY	-----	⊙	CONCRETE POLE
AERIAL FIBER	_____	×	WOOD POLE
UNDERGROUND FIBER	-----	Ⓡ	RISER POLE
BURIED POWER	—BP—BP—BP—	□	PEDESTAL
TELEPHONE	—PHONE—PHONE—	∇	VAULT
GAS	—GAS—GAS—GAS—	⊔	ANCHOR
SEWER	—SAN—SAN—		
WATER	—W—W—W—		

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA			
NOTES	EDS NAME:	LATE CITY	
Sheet No.: 8 OF 14	County:	COLUMBIA	
State:	NOVA	State:	FLORIDA
Date:	4/11/18	Drawn:	L.B.J.

BINDING SPACE



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 Jacksonville, Florida 32216

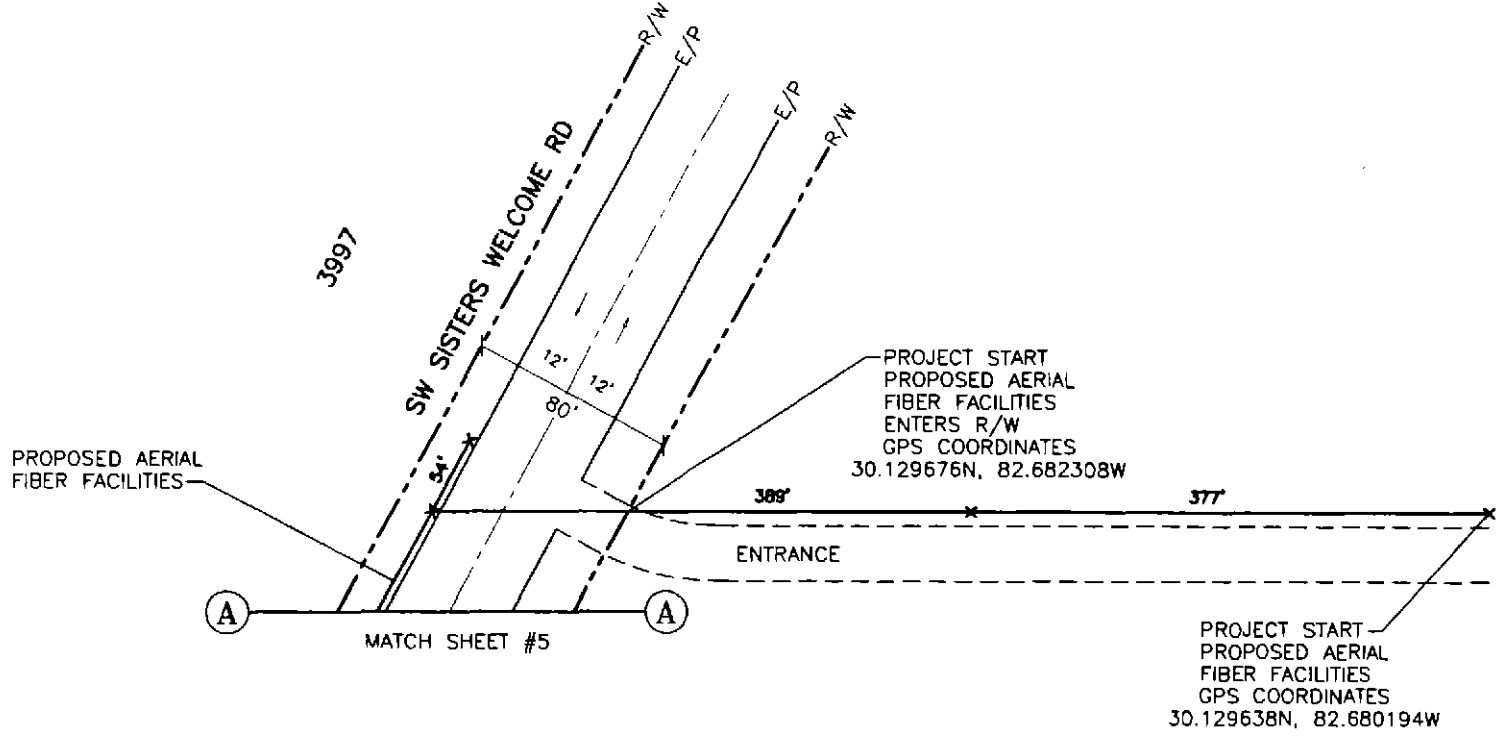
**COLUMBIA COUNTY
 RIGHT-OF-WAY
 PERMIT**

RIGHT OF WAY	---	⊗	CONCRETE POLE
SEWER PIPE	---	⊗	WOOD POLE
TELEPHONE FIBER	---	⊗	WOOD POLE
POWER FIBER	---	⊗	POTENTIAL
TELEPHONE	---	⊗	UTILITY
SAN	---	⊗	ANCHOR
SEWER	---		
WATER	---		

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA			
PAGE LAYOUT		WSD HANS	LAKE CITY
Sheet No.:	8 OF 14	County:	COLUMBIA
Scale:	NONE	State:	FLORIDA
Date:	4/11/18	Prepared:	L.D.J.



BINDING SPACE



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 3934 Richard St.
 Jacksonville, Florida 32216

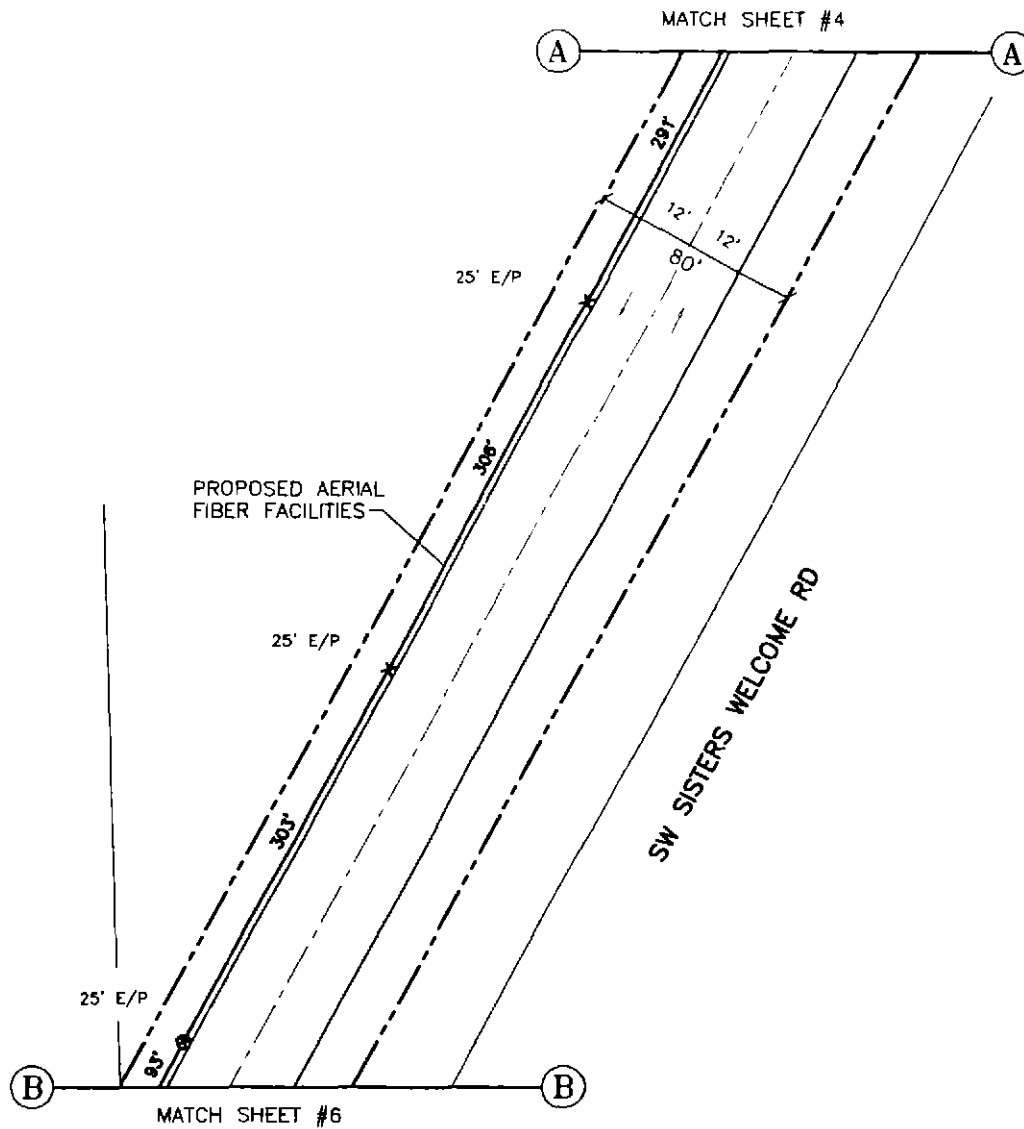
**COLUMBIA COUNTY
 RIGHT-OF-WAY
 PERMIT**

- BURY OF TAP
- AERIAL POLE
- UNBUNDLED FIBER
- BUNDLED FIBER
- TELEPHONE
- GAS
- WATER

- ⊙ CONCRETE POLE
- ⊗ WOOD POLE
- ⊙ WIRE POLE
- ⊙ FIBER POLE
- ⊙ TAP
- ⊙ AIRCROSS

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA		
PLAN VIEW	SITE NAME:	LAKE CITY
Sheet No.: 4 OF 16	County:	COLUMBIA
Scale:	Notes:	FLORIDA
Date:	4/11/18	Drawn:
		L.D.J.

BINDING SPACE



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

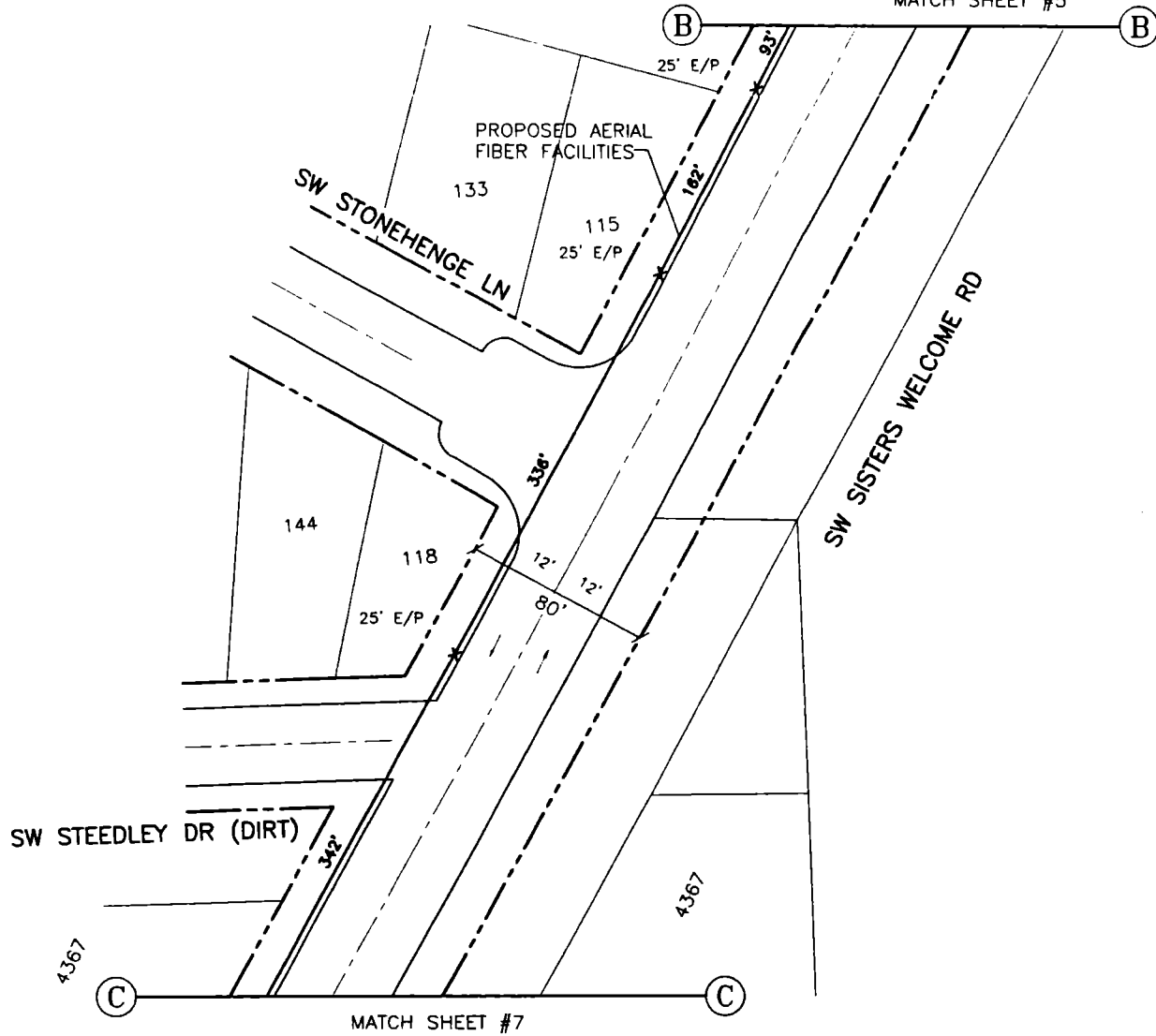
RIGHT OF WAY	---
AERIAL FIBER	---
UNDERGROUND FIBER	---
UTILITY POWER	---
TELEPHONE	---
GAS	---
SEWER	---
WATER	---

CONCRETE POLE	⊗
WOOD POLE	⊗
STEEL POLE	⊗
POTENTIAL	⊗
TAP/LE	⊗
ANCHOR	⊗

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA			
PLAN VIEW	JOB NAME	LAKE CITY	
Sheet No.: 5 OF 14	District:	COLUMBIA	
Scale:	FOUR	State:	FLORIDA
Date:	6/11/18	Drafted:	L.S.J.

BINDING SPACE

MATCH SHEET #5



Comcast
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 Jacksonville, Florida 32216

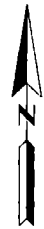
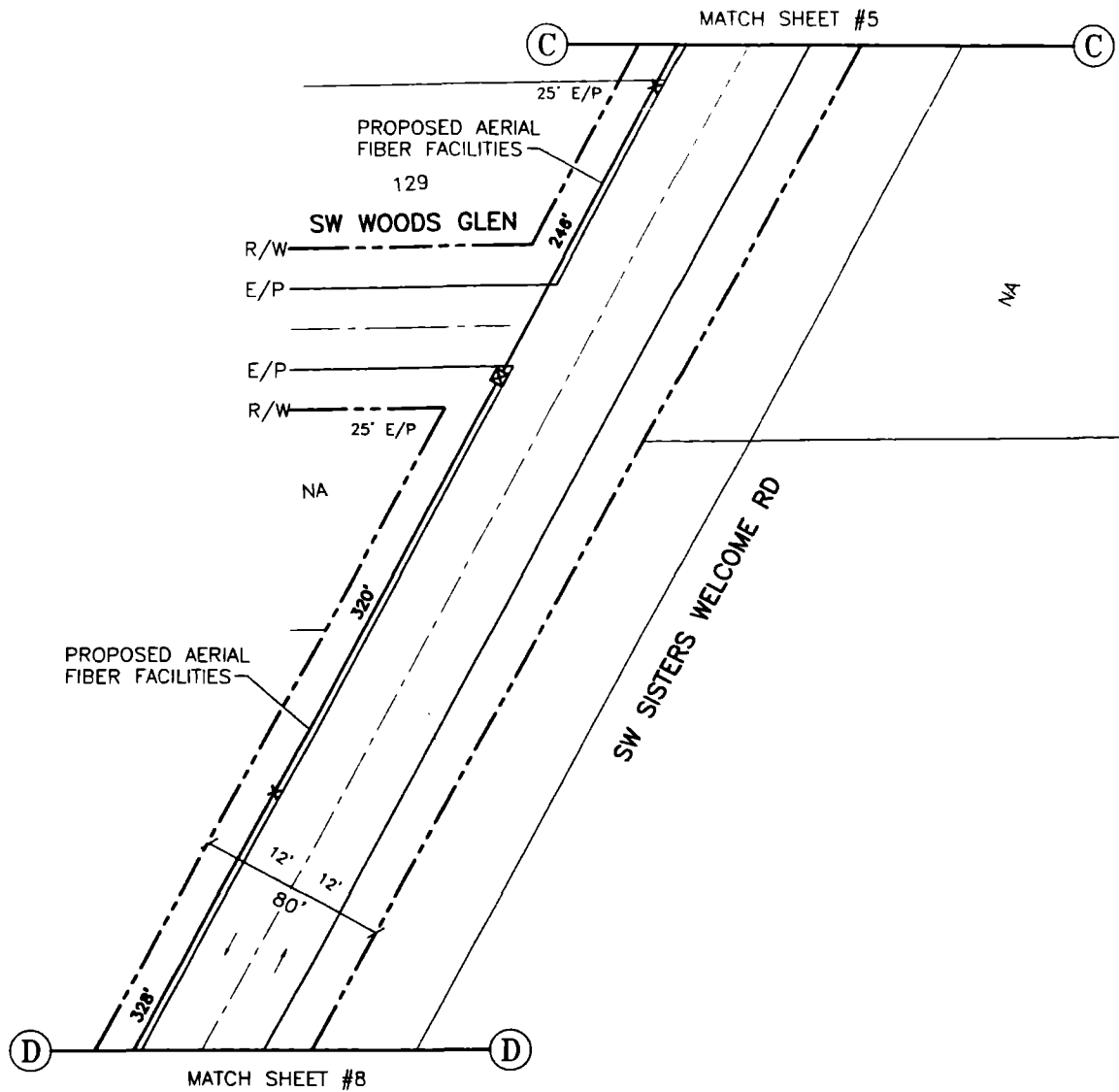
**COLUMBIA COUNTY
 RIGHT-OF-WAY
 PERMIT**

RIGHT OF WAY	—————	⊙ CONCRETE POLE
AERIAL FIBER	—————	⊗ WOOD POLE
UNDERGROUND FIBER	—————	⊙ WIRE POLE
ELECTRIC POWER	—○—○—○—	□ PERMITAL
TELEPHONE	—○—○—○—	□ VAULT
GAS	—○—○—○—	⊙ ANCHOR
SEWER	—○—○—○—	
WATER	—○—○—○—	

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA		
PLAN VIEW	JOB NAME:	LAKE CITY
Sheet No.: 8 OF 14	County:	COLUMBIA
Scale:	FOUR	Water:
		FLORIDA
Date:	4/11/18	Drawn by:
		L.B.J.



BINDING SPACE



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 Jacksonville, Florida 32216

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

EDGE OF WAY	-----	CONCRETE POLE	⊙
AERIAL FIBER	-----	WOOD POLE	⊗
UNDERGROUND FIBER	-----	WOOD POLE	⊙
WATER POWER	---P---P---P---	FIBER POLE	⊗
TELEPHONE	---P---P---P---	UTILITY	⊙
GAS	---G---G---G---	VAULT	⊙
SEWER	---S---S---S---	ANCHOR	⊙
WATER	---W---W---W---		

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA			
PLAN VIEW		SHEET NAME: LAKE CITY	
Sheet No.:	7 OF 14	County:	COLUMBIA
Scale:	NONE	State:	FLORIDA
Date:	4/11/18	Drafted:	L.B.J.

BINDING SPACE

MATCH SHEET #7

(D)

(D)

SW RAMONOWOODS GLEN

SW SISTERS WELCOME RD

PROPOSED AERIAL FIBER FACILITIES

(E)

(E)

MATCH SHEET #9



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COLUMBIA COUNTY RIGHT-OF-WAY PERMIT

BENCH OF RAY _____
 AERIAL FIBER _____
 UNRENDERED FIBER _____
 SYSTEM POWER _____
 TELEPHONE _____
 GAS _____
 WATER _____
 OTHER _____

CONCRETE POLE
 WOOD POLE
 BIRD POLE
 MUNICIPAL
 TAPPLY
 APPLIC

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA		
PLAN VIEW	ROW NAME	LAWN CITY
Sheet No.: 8 OF 14	County:	COLUMBIA
Draft:	DATE:	FLORIDA
Date:	6/11/15	Drafted: L.S.J



BINDING SPACE

MATCH SHEET #8

E

PROPOSED AERIAL FIBER FACILITIES

SW SISTERS WELCOME RD

F

MATCH SHEET #10

12'

12'

80'

348'

314'



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COLUMBIA COUNTY RIGHT-OF-WAY PERMIT

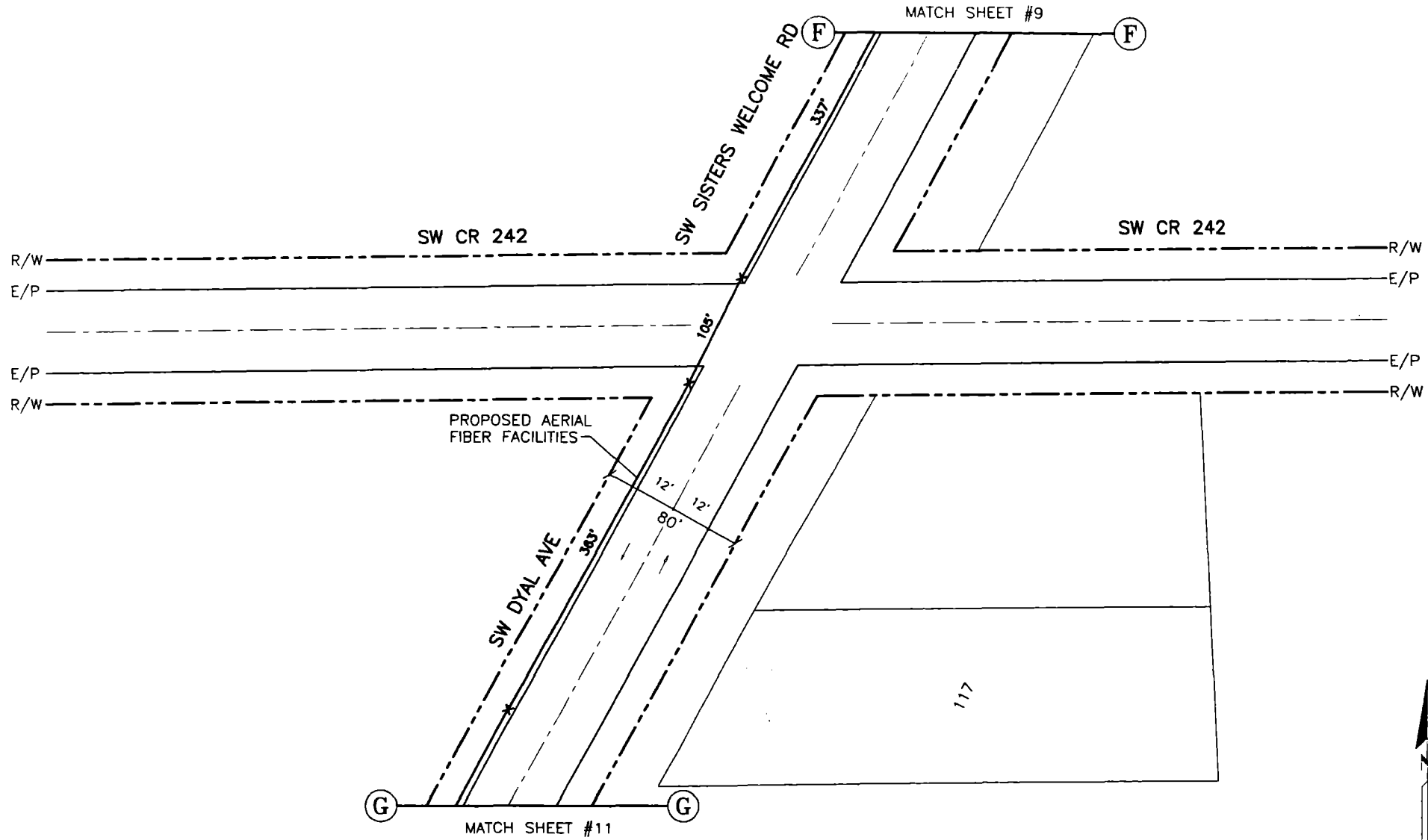
RIGHT OF WAY	---	CONCRETE POLE	⊗
AERIAL FIBER	---	WOOD POLE	⊗
UNDERGROUND FIBER	---	STEEL POLE	⊗
BURIED POWER	---	PERMITAL	⊗
TELEPHONE	---	VAULT	⊗
GAS	---	ANCHOR	⊗
SEWER	---		
WATER	---		

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA		
PLAN VIEW	SUB NAME:	LAKE CITY
Sheet No.: 9 OF 14	County:	COLUMBIA
Scale:	None	State: FLORIDA
Date:	6/11/13	Drafted: L.L.J.



BINDING SPACE

MATCH SHEET #9



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Jacksonville, Florida 32216

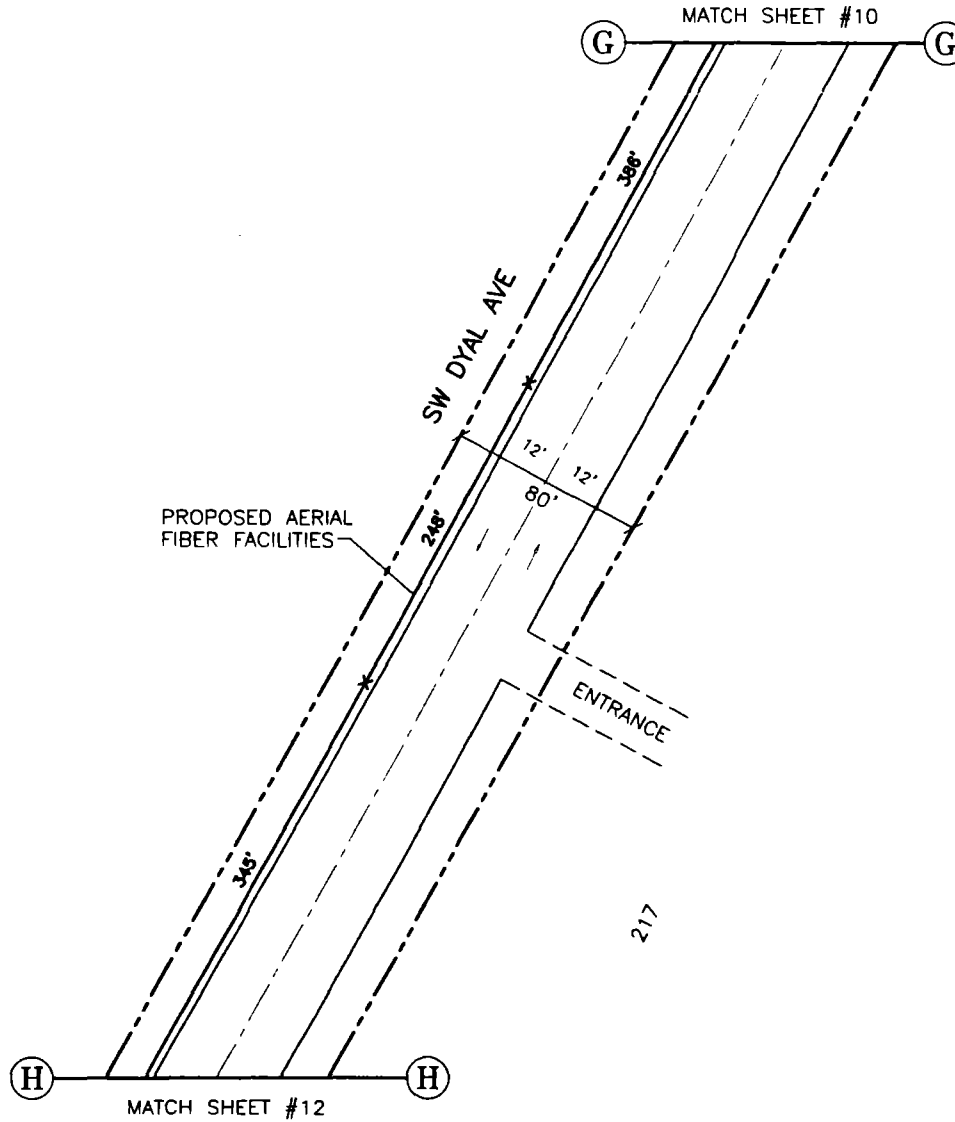
**COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT**

RIGHT OF WAY	-----	CONCRETE POLE	⊗
AERIAL FIBER	-----	WOOD POLE	⊗
UNDERGROUND FIBER	-----	WOOD POLE	⊗
POWER	—P—P—P—	PERMANENT	⊗
TELEPHONE	—T—T—T—	TEMPORARY	⊗
GAS	—G—G—G—	VAULT	⊗
SEWER	—S—S—S—	ANCHOR	⊗
WATER	—W—W—W—		

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA			
PLAN VIEW	JOB NAME: LAKE CITY		
Sheet No. 18 OF 14	County: COLUMBIA		
Scale: NONE	State: FLORIDA		
Date: 4/11/10	Draftsman: L.S.J.		



BINDING SPACE



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

EDGET OF WAY	---	⊙	CONCRETE PILE
AERIAL FIBER	---	⊗	WOOD POLE
UNIDENTIFIED FIBER	---	⊙	WOOD POLE
UNIDENTIFIED POWER	---	⊙	PERMITAL
TELEPHONE	---	⊙	VAULT
GAS	---	⊙	APCHER
SEWER	---		
WATER	---		

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA			
PLAN VIEW	JOB NAME:	LAKE CITY	
Sheet No.: 11 OF 14	County:	COLUMBIA	
Drafter:	W002	State:	FLORIDA
Date:	6/11/18	Drafted:	L.S.J.

BINDING SPACE

MATCH SHEET #11

(H)

(H)

SW DYAL AVE

PROPOSED AERIAL FIBER FACILITIES

217

ENTRANCE

PROJECT FINISH PROPOSED AERIAL FIBER FACILITIES LEAVES R/W GPS COORDINATES 30.113984N, 82.692553W

PROJECT FINISH PROPOSED AERIAL FIBER FACILITIES GPS COORDINATES 30.114041N, 82.690118W

R/W
E/P

E/P
R/W

12'
12'
80'

132'

328'

267'

250'

254'



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

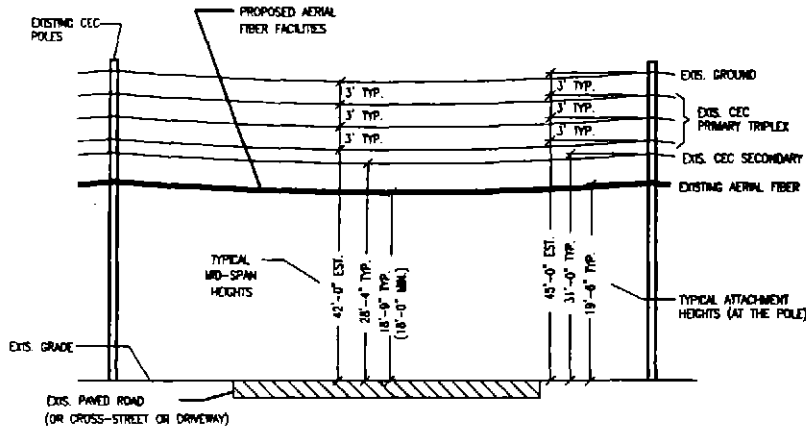
RIGHT OF WAY	—————	CONCRETE POLE	⊗
AERIAL FIBER	—————	WOOD POLE	⊗
UNDERGROUND FIBER	—————	WOOD POLE	⊗
TELEPHONE	—○—○—○—○—	PERMITAL	⊗
GAS	—○—○—○—○—	VAULT	⊗
SEWER	—○—○—○—○—	ANCHOR	⊗
WATER	—○—○—○—○—		

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA			
PLAN VIEW		SUB NAME: LAKE CITY	
Sheet No.:	13 OF 14	County:	COLUMBIA
State:	FLORIDA	City:	LAKE CITY
Date:	4/11/18	Drawn:	L.B.I.

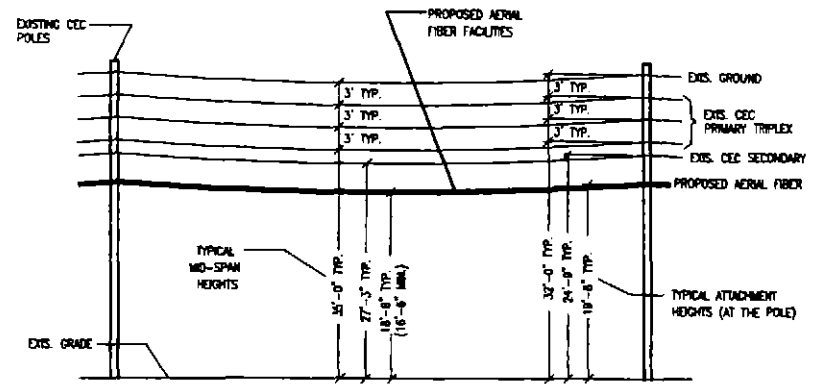


BINDING SPACE

MATCH SHEET #30



TYPICAL "CROSSING"
(NOT TO SCALE)



TYPICAL "PARALLEL"
(NOT TO SCALE)



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Jacksonville, Florida 32216

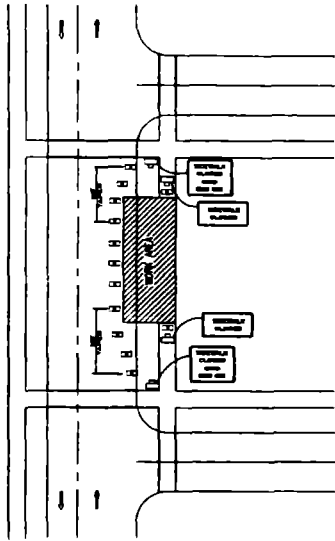
**COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT**

RIGHT OF WAY	-----	CONCRETE POLE	⊗
AERIAL FIBER	-----	WOOD POLE	⊙
UNDERGROUND FIBER	-----	WOOD POLE	⊙
STORM POWER	-----	WOOD POLE	⊙
TELEPHONE	-----	WOOD POLE	⊙
GAS	-----	WOOD POLE	⊙
SEWER	-----	WOOD POLE	⊙
WATER	-----	WOOD POLE	⊙

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA			
TYPICALS & DETAILS	SUB NAME:	LAKE CITY	
Sheet No.:	13 OF 14	County:	
Region:	FLORIDA	State:	FLORIDA
Date:	4/11/18	Prepared:	L.S.J.

**SW SISTERS WELCOM RD
COUNTY PERMIT
MOT CASES**

MID-BLOCK SIDEWALK CLOSURE



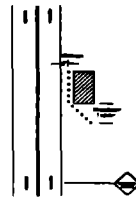
GENERAL NOTES

1. ONLY THE SIGNS CONTROLLING PEDESTRIAN FLOWS ARE SHOWN. OTHER WORK ZONE SIGNS WILL BE NEEDED TO CONTROL TRAFFIC ON STREETS.
2. TEMPORARY BARRIERS SHALL BE A MINIMUM OF 4' WIDE AND KEPT FREE OF ANY OBSTRUCTIONS AND HAZARDS SUCH AS HOLES, DEBRIS, MUD, CONSTRUCTION EQUIPMENT, STORED MATERIALS AND ETC. (FOR DETAILS SEE INDEX 900).
3. POST MOUNTED SIGNS LOCATED NEAR OR ADJACENT TO A SIDEWALK SHALL HAVE A 7' MINIMUM CLEARANCE FROM THE BOTTOM OF SIGN TO THE SIDEWALK.
4. COLUMBIA COUNTY PROHIBITS MIDBLOCK CROSSING OF PEDESTRIANS WHEN AN ALTERNATE ROUTE IS NOT FEASIBLE. CONTRACTOR SHALL PROVIDE AN ADA COMPLIANT PEDESTRIAN PATHWAY THROUGH THE WORK ZONE WHEN SIDEWALK IS CLOSED.

CONDITIONS

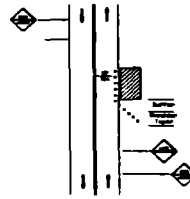
WHERE ANY VEHICLE, EQUIPMENT WORKERS OR THEIR ACTIVITIES ENCRUSCH ON THE SIDEWALK FOR A PERIOD OF MORE THAN 30 MINUTES

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



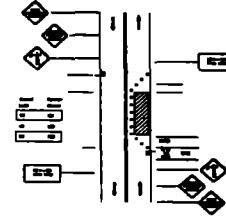
CASE 1 M.O.T.

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



CASE 2 M.O.T.

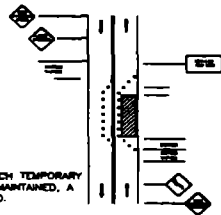
**Lane Closure on a Two-Lane Road
(Two Flagger Operation)**



CASE 3 M.O.T.

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

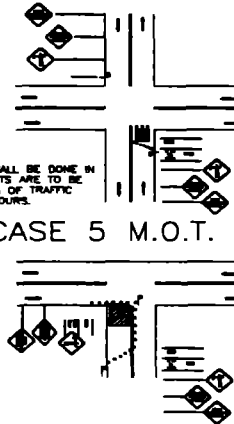
**Work in Travel Lane on a Minor Urban Street
(Maintaining Two-Way Traffic)**



CASE 4 M.O.T.

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

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



CASE 5 M.O.T.

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

LEGEND

- Obstructing Barrier
- Project Symbol
- Portable Sign Support
- ▬ Arrow Signpost
- ▬ High Level Warning Signpost
- ▨ Work Area
- ◇ Warning Sign

SIGN SPACING

SIGN TYPE	DISTANCE BETWEEN SIGNS*		
	A	B	C
Advance Stop Sign	100	100	100
Advance Stop Sign	200	200	200
Stop	100	100	100
Detouring/Placard	1,000	1,000	2,000

* 2' Block = 80' Limit

* THESE DISTANCES ARE TO BE MAINTAINED TO THE MAXIMUM EXTENT POSSIBLE. IF THE DISTANCE BETWEEN SIGNS IS LESS THAN THE DISTANCE SPECIFIED IN THIS TABLE, THE DISTANCE BETWEEN SIGNS SHALL BE MAINTAINED TO THE MAXIMUM EXTENT POSSIBLE. IF THE DISTANCE BETWEEN SIGNS IS MORE THAN THE DISTANCE SPECIFIED IN THIS TABLE, THE DISTANCE BETWEEN SIGNS SHALL BE MAINTAINED TO THE MAXIMUM EXTENT POSSIBLE.

TAPER LENGTH CRITERIA

TYPE OF TAPER	TAPER LENGTH (L)
RESIDENTIAL STREETS	AT LEAST L
COLLECTOR STREETS	AT LEAST 0.5L
MAJOR STREETS	AT LEAST 0.5L
FREE LANE, TWO WAY TRAFFIC STREETS	100 FT PER LANE
INTERSECTION TAPER	100 FT PER LANE

FOR SPEED LIMITS OF 45 MPH OR LESS
FOR SPEED LIMITS OF 45 MPH OR GREATER

WHERE L = TAPER LENGTH IN FEET
V = SPEED OF TRAFFIC IN MPH
S = POSTED SPEED LIMIT

MAINTENANCE OF TRAFFIC REQUIREMENTS

1. ANY MODIFICATIONS TO THIS MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED TO COLUMBIA COUNTY 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 4:00 PM ON COLLECTOR OR ARTERIAL STREETS.
3. CONTRACTOR MUST MAINTAIN EXISTING SIGNALS. IF SIGNALS ARE DAMAGED DUE TO HIS ACTIVITY, THE CONTRACTOR IS REQUIRED TO REPLACE THEM IN ACCORDANCE WITH CURRENT COUNTY STANDARD SPECIFICATIONS IMMEDIATELY.
4. THREE FOOT BARS ARE REQUIRED AT ALL INTERSECTIONS WHERE THE ROADWAY IS REDUCED.
5. ACCESS TO ALL STREETS AND DRIVEWAYS TO BE MAINTAINED AT ALL TIMES.
6. IF SIGNALS ARE DISTURBED AND HAVE TO BE REPLACED, HANDICAP RAMPIS ARE TO BE INSTALLED.
7. THE CONTRACTOR SHALL CONFINE HIS ACTIVE WORK AREA TO NO MORE THAN ONE BLOCK AT A TIME.
8. THE ROADWAY SHALL BE RESTORED TO AT LEAST A LIMEGRIND SURFACE BEFORE IT IS REDUCED TO TRAFFIC, AND BEFORE THE CONTRACTOR MOVES ON TO THE NEXT CONSTRUCTION ZONE.
9. GUST CONTROL MEASURES SHALL BE IMPLEMENTED ON ALL UNPAVED SURFACES UNTIL PAVED.
10. WHERE CONSTRUCTION PHASING IS NOT SHOWN ON PLAN, OR IF CONTRACTOR WANTS TO ALTER THE PHASING SCHEDULE, CONTRACTOR IS TO SUBMIT PHASING PLAN WITH A PROPOSED CONSTRUCTION SCHEDULE TO TRAFFIC ENGINEERING PRIOR TO CONSTRUCTION.
11. CONTRACTOR SHALL NOTIFY TRAFFIC ENGINEERING DIVISION A MINIMUM OF 5 WORKING DAYS PRIOR TO IMPLEMENTATION OF THE M.O.T.

Comcast.
5934 Richard St.
Jacksonville, Fl. 32216

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

SUBJECT: SW SISTERS WELCOME COUNTY: COLUMBIA
PROPOSED AERIAL STATE: FLORIDA
FIBER FACILITIES SHEET NO.: 14 OF 17
IN LAKE CITY DATE: 4/11/17
NODE: LC032
DRAFTED BY: JDI

20

COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS
UTILITY PERMIT

Date _____ Permit No. _____ Road: Gum Swamp Rd No. _____

Permittee Comcast Cable_

Address 5934 Richard St, Jacksonville, FL 32216 _____ Telephone Number 904-380-6426 _____

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and Maintain. Proposed 260' aerial CATV facilities on NE Gum Swamp Rd / Node: LC002 /Project Name: 180 NE Gum Swamp Rd / PC: MS / Metro E# 394007 _____

FROM: _____ TO: _____

Submitted for the Utility Owner by: -Billie Lentes/Agent for Comcast_____

Typed Name & Title _____ Signature Billie Lentes 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 (x) NO (). If YES: LAKE CITY () FORT WHITE (). A letter of notification was mailed on _____ to the following utility owners AT&T, FPL, TecoGas _____

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 Kevin Kirby _____ located at 607 NW Quinten St, Lake City, FL. _____ Telephone Number 386-719-7565 _____ The PERMITTEE's employee responsible for Maintenance of Traffic is Mark Schroeder Telephone Number 904-380-6426 _____ (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
 Permit Coordinator

Attested

Utilities Permit
Page three
Revised: 8/17/00

Recommended for Approval:

Signature: 

Title: OPERATIONS MANAGER

Date: 24-11-13

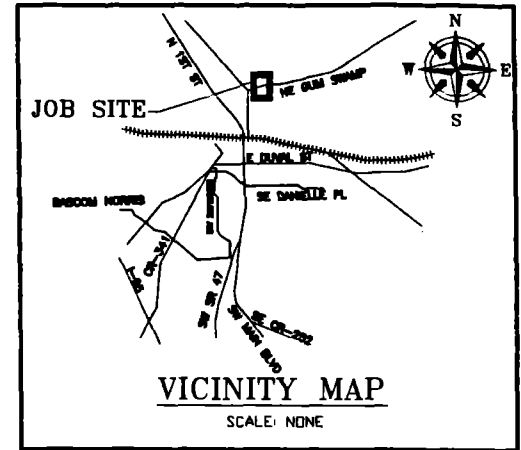
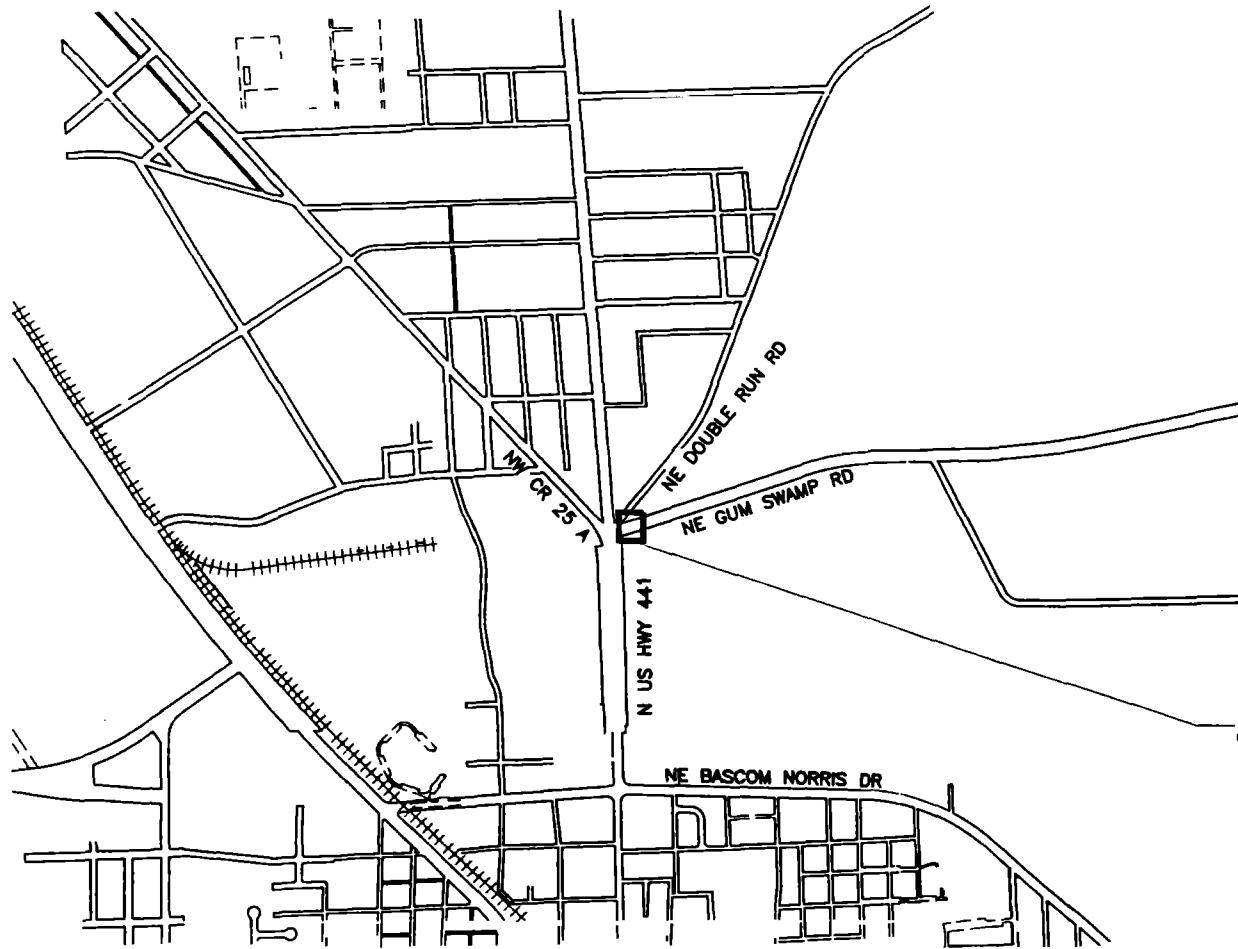
Approval by Board of County Commissioners, Columbia County, Florida:

YES () NO ()

Date Approved: _____

Chairman's Signature: _____

BINDING SPACE



JOB SITE

PROJECT TOTALS	
PROP. NEW AER. FIBER	260'
PROP. U/G FIBER	0'
PROP. # OF BOXES	0

NE GUM SWAMP RD OVERALL VIEW

SCALE: NONE

MERTO-E # 394007

NODE # LC002



Comcast
5934 Richard St.
Jacksonville, Florida 32216

COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

RIGHT OF WAY		PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA	
AERIAL FIBER	---	○	CONCRETE POLE
UNDERGROUND FIBER	---	×	WOOD POLE
BURIED POWER	---	●	RISER POLE
TELEPHONE	---	□	PEDESTAL
GAS	---	■	VAULT
SEWER	---	⊕	ANCHOR
WATER	---		

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA			
TITLE PAGE	SUB NAME	LAKES CITY	
Sheet No.:	1 OF 3	County:	COLUMBIA
Draft:	NONE	State:	FLORIDA
Date:	4/8/13	Drafted:	L.D.J.

BINDING SPACE

NOTES

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

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

ALL PROPOSED UNDERGROUND FIBER WILL BE BURIED A MINIMUM OF 24" DEEP. EXCEPT BORES 48" DEEP.

ALL PROPOSED UNDERGROUND FIBER ROAD BORES WILL USE CITY APPROVED DIRECTIONAL BORE MACHINE, AS WELL AS COUNTY APPROVED CONDUIT.

ALL PROPOSED FIBER ROAD BORES WILL EXTEND A MINIMUM OF 4' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED FIBER DRIVEWAY BORES WILL EXTEND A MINIMUM OF 2' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED AERIAL WILL BE .700" DIAMETER AND WILL BE LASHED TO .250" STEEL STRAND CABLE USING .125" STD. GALV. LASHING WIRE.

ALL PROPOSED AERIAL FIBER CROSSING ROADWAYS WILL HAVE A MINIMUM MID-SPAN HEIGHT OF 16'-0".

ALL PROPOSED AERIAL FIBER CROSSING DRIVEWAYS WILL HAVE A MINIMUM MID-SPAN HEIGHT OF 15'-6".

LOCATES WILL BE REQUIRED IN ALL PROPOSED UNDERGROUND AREAS AT LEAST 48 HRS. PRIOR TO CONSTRUCTION.

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

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

EOT REPRESENTS EDGE OF TRAVEL NOT TRUE EDGE OF PAVEMENT

E/P REPRESENTS THE TRUE EDGE OF PAVEMENT

EOD REPRESENTS THE EDGE OF DIRT

HAND DIG TRENCHES 36" DEEP ACROSS DIRT ROAD

USE CASE 1 MOT

RIGHT OF WAY	-----	⊕	CONCRETE POLE
AERIAL FIBER	—————	×	WOOD POLE
UNDERGROUND FIBER	-----	⊙	RISER POLE
BURIED POWER	—BP—BP—BP—	□	PEDESTAL
TELEPHONE	—PHONE—PHONE—	⊞	VAULT
GAS	—GAS—GAS—GAS—	⊞	ANCHOR
SEWER	—SAN—SAN—SAN—		
WATER	—W—W—W—		



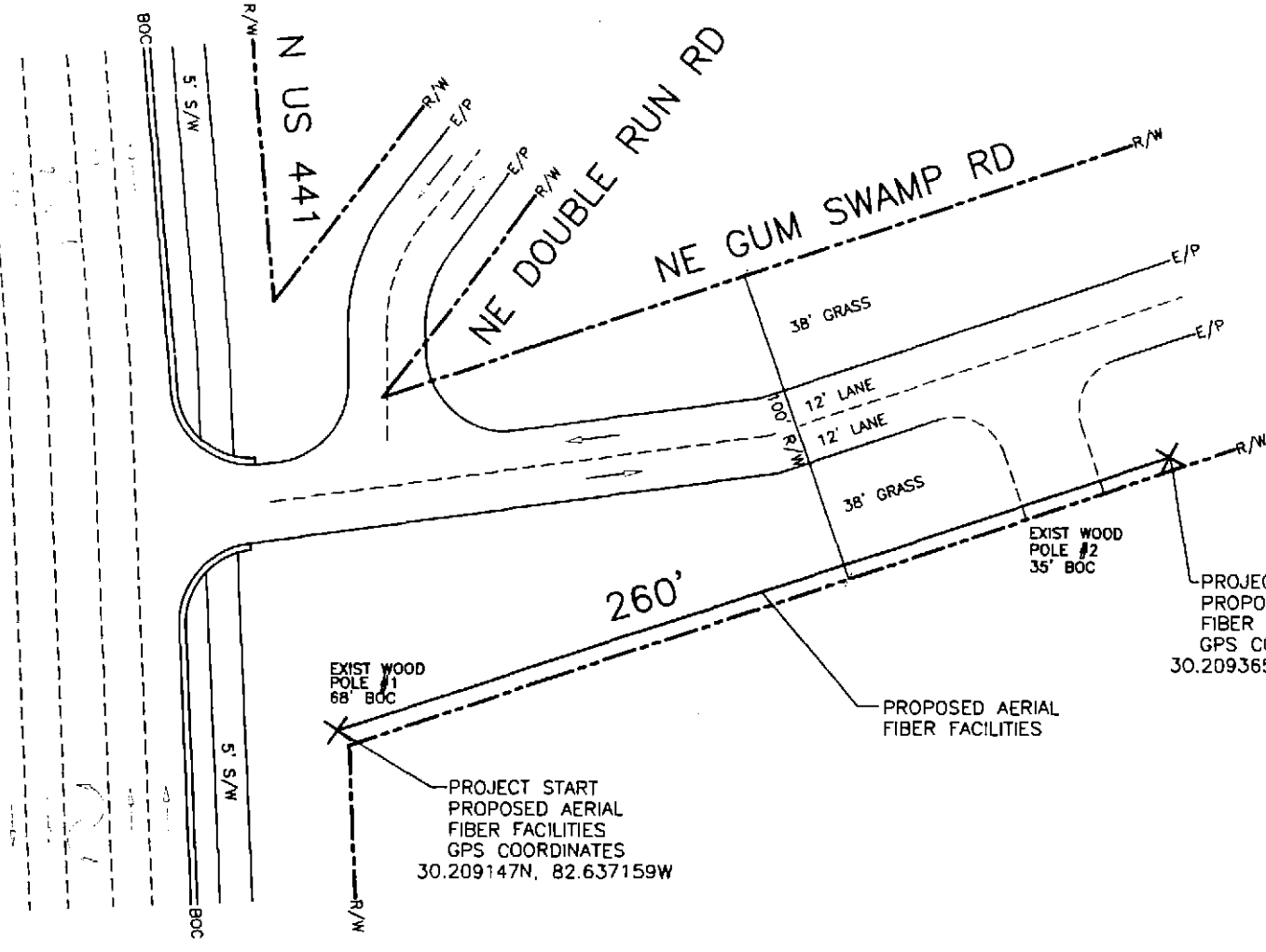
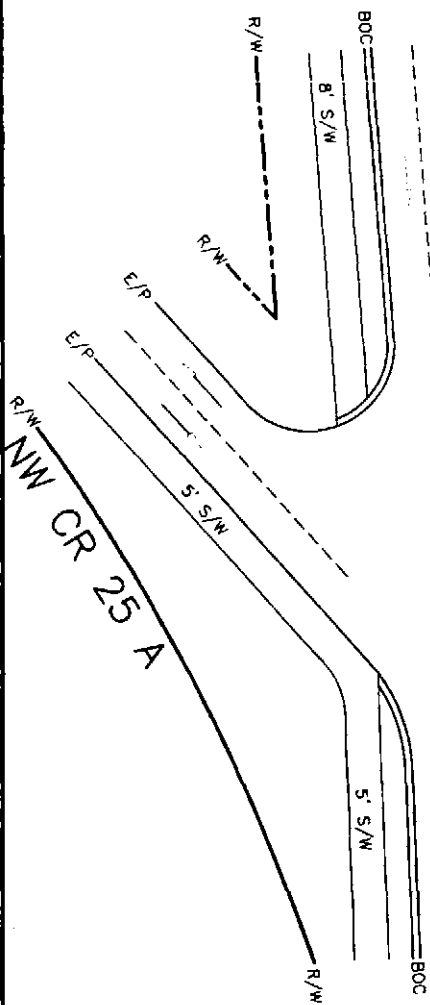
Comcast
5934 Richard St.
Jacksonville, Florida 32216

COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

RIGHT OF WAY	-----	⊕	CONCRETE POLE
AERIAL FIBER	—————	×	WOOD POLE
UNDERGROUND FIBER	-----	⊙	RISER POLE
BURIED POWER	—BP—BP—BP—	□	PEDESTAL
TELEPHONE	—PHONE—PHONE—	⊞	VAULT
GAS	—GAS—GAS—GAS—	⊞	ANCHOR
SEWER	—SAN—SAN—SAN—		
WATER	—W—W—W—		

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA			
NOTES	SHEET NAME	LAYER CITY	
Sheet No.:	2 OF 2	County:	COLUMBIA
Scale:	NONE	State:	FLORIDA
Date:	4/9/19	Drawn:	L.B.J

BINDING SPACE



EXIST WOOD POLE #1
68' BOC

PROJECT START
PROPOSED AERIAL
FIBER FACILITIES
GPS COORDINATES
30.209147N, 82.637159W

EXIST WOOD POLE #2
35' BOC

PROJECT FINISH
PROPOSED AERIAL
FIBER FACILITIES
GPS COORDINATES
30.209365N, 82.636380W

NE GUM SWAMP PLAN VIEW

SCALE: NONE



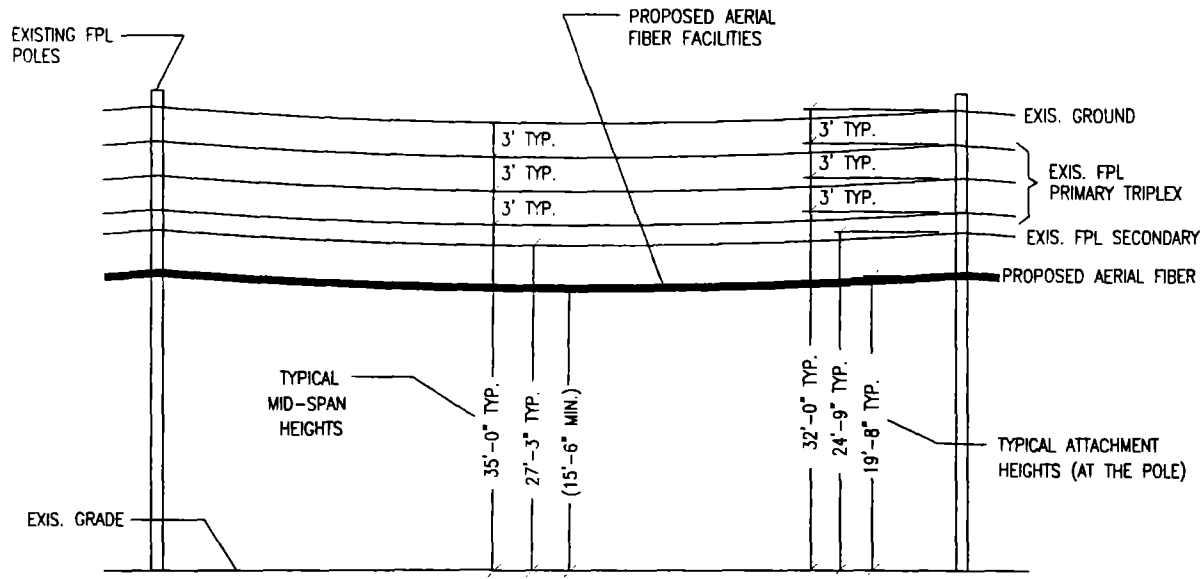
Comcast
5934 Richard St.
Jacksonville, Florida 32216

COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

NIGHT OF WAY	---	CONCRETE POLE	⊕
AERIAL FIBER	—	WOOD POLE	×
UNDERGROUND FIBER	- - -	RISER POLE	⊙
BURIED POWER	—	PEDESTAL	⊠
TELEPHONE	—	VAULT	⊞
CAN	—	ANCHOR	⊞
SEWER	—		
WATER	—		

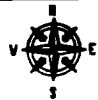
PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA			
PLAN VIEW	NOV PLANNED	LARK CITY	
Sheet No.	8 OF 8	County	COLUMBIA
Scale	NONE	State	FLORIDA
Date	4/8/22	Drawn/Check	L.B.J

BINDING SPACE



TYPICAL "PARALLEL"

(NOT TO SCALE)



Comcast
5934 Richard St.
Jacksonville, Florida 32216

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

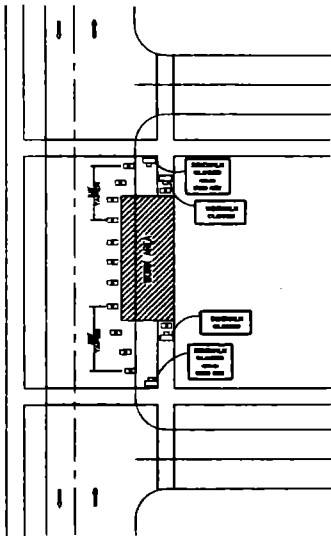
RIGHT OF WAY
AERIAL FIBER
UNDERGROUND FIBER
BURIED POWER
TELEPHONE
GAS
SEWER
WATER

○ CONCRETE POLE
× WOOD POLE
● RISER POLE
□ PEDESTAL
⊞ VALVE
⊞ ANCHOR

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA		
TYPICALS & DETAILS	SUB NAME	LAKE CITY
Sheet No.	4 OF 8	County COLUMBIA
Scale	NONE	State FLORIDA
Date	4/8/15	Drafted L.B.J

NE GUM SWAMP RD COUNTY PERMIT NOT CASES

MID-BLOCK SIDEWALK CLOSURE



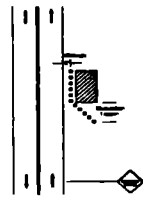
GENERAL NOTES

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

CONDITIONS

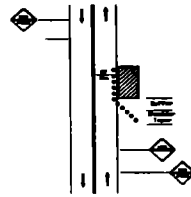
WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRUSCH ON THE SIDEWALK FOR A PERIOD OF MORE THAN 60 MINUTES

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



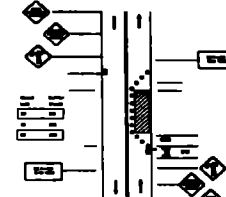
CASE 1 M.O.T.

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



CASE 2 M.O.T.

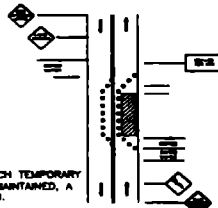
Lane Closure on a Two-Lane Road
(Two Flagger Operation)



CASE 3 M.O.T.

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

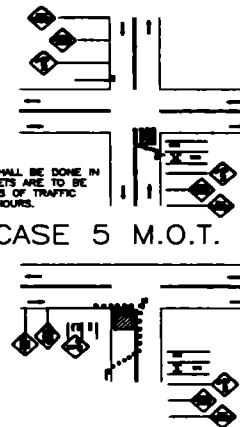
Work in Travel Lane of a Minor Urban Street
(Maintaining Two-Way Traffic)



CASE 4 M.O.T.

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

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



CASE 5 M.O.T.

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

LEGEND

- ◊ Stanchion Marker
- ◻ Flagger Station
- ◻ Mobile Sign Support
- ◻ Area Sign
- ◻ Sign Lead Working Traffic
- ◻ Work Area
- ◻ Working Sign

SIGN SPACING

ROAD TYPE	MINIMUM SIGN SPACING*		
	A	B	C
URBAN ARTERIAL	150	100	100
URBAN EDGE ROAD	200	150	100
RURAL	300	200	100
INTERSTATE/STATEWAY	1,000	1,000	2,000

* THIS TABLE IS TO BE USED AS A GUIDE ONLY. THE CONTRACTOR SHALL CONSULT WITH THE TRAFFIC ENGINEERING DIVISION FOR MORE DETAILED INFORMATION. THE SIGN SPACING SHALL BE ADJUSTED TO THE ROAD CONDITIONS AND THE TYPE OF TRAFFIC. THE SIGN SPACING SHALL BE ADJUSTED TO THE ROAD CONDITIONS AND THE TYPE OF TRAFFIC. THE SIGN SPACING SHALL BE ADJUSTED TO THE ROAD CONDITIONS AND THE TYPE OF TRAFFIC.

TAPER LENGTH CRITERIA

TYPE OF WORK	TAPER LENGTH (FT)
LANE CLOSURE	AT LEAST L
CHANGING TRAFFIC	AT LEAST 0.5L
CHANGING SPEED	AT LEAST 0.5L
ONE LANE, TWO WAY TRAFFIC TAPER	100 FT PER LANE
CHANGING TRAFFIC	100 FT PER LANE

* FORMULA FOR L: SEE AS FOLLOWS
FOR SPEED LIMIT OF 40 MPH OR LESS: L = 1.5 * S * S
FOR SPEED LIMIT OF 45 MPH OR GREATER: L = 1.5 * S * S

WHERE L = TAPER LENGTH IN FEET
S = SPEED OF TRAFFIC IN MPH
0 = POSTED SPEED LIMIT

- MAINTENANCE OF TRAFFIC REQUIREMENTS**
- ANY MODIFICATIONS TO THIS MAINTENANCE OF TRAFFIC PLAN SHALL BE REVIEWED AND APPROVAL PRIOR TO IMPLEMENTATION.
 - PROJECT WORK HOURS ARE BETWEEN 7:00 AM TO 3:00 PM ON RESIDENTIAL STREETS, AND 8:00 AM TO 4:00 PM ON COLLECTOR OR ARTERIAL STREETS.
 - CONTRACTOR MUST MAINTAIN EXISTING SIGNAGE. IF SIGNS ARE DAMAGED DUE TO HIS ACTIVITY, THE CONTRACTOR IS REQUIRED TO REPLACE THEM IN ACCORDANCE WITH CURRENT COUNTY STANDARD SPECIFICATIONS IMMEDIATELY.
 - THIRTY FOOT SIGNS ARE REQUIRED AT ALL INTERSECTIONS WHERE THE ROADWAY IS REDUCED.
 - ACCESS TO ALL STREETS AND DRIVEWAYS TO BE MAINTAINED AT ALL TIMES.
 - IF SIDEWALKS ARE DISTURBED AND HAVE TO BE REPLACED, MAKEUP RAMPAS ARE TO BE INSTALLED.
 - THE CONTRACTOR SHALL CONFINE HIS ACTIVE WORK AREA TO NO MORE THAN ONE BLOCK AT A TIME.
 - THE ROADWAY SHALL BE RESTORED TO AT LEAST A LIMEROCK SURFACE BEFORE IT IS REDDED TO TRAFFIC, AND BEFORE THE CONTRACTOR MOVES ON TO THE NEXT CONSTRUCTION ZONE.
 - DUST CONTROL MEASURES SHALL BE IMPLEMENTED ON ALL UNPAVED SURFACES UNTIL PAVED.
 - WHERE CONSTRUCTION PHASING IS NOT SHOWN ON PLANS, OR IF CONTRACTOR WANTS TO ALTER THE PHASING SEQUENCE, CONTRACTOR IS TO SUBMIT PHASING PLAN WITH A PROPOSED CONSTRUCTION SCHEDULE TO TRAFFIC ENGINEERING PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL NOTIFY TRAFFIC ENGINEERING DIVISION A MINIMUM OF 5 WORKING DAYS PRIOR TO IMPLEMENTATION OF THE M.O.T.

Comcast
5934 Richard St.
Jacksonville, Fl. 32216

COLUMBIA COUNTY, FL RIGHT-OF-WAY PERMIT

SUBJECT: NE GUM SWAMP RD
PROPOSED AERIAL
CATV FACILITIES
IN NODE LC002

COUNTY: COLUMBIA
STATE: FLORIDA
SHEET NO.: 5 OF 5
DATE: 4/5/13
NODE: LC002
DRAFTED BY: LDI

21

COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS
UTILITY PERMIT

Date _____ Permit No. _____ Road: Margarets St : No. _____

Permittee Comcast Cable_

Address 5934 Richard St, Jacksonville, FL 32216 _____ Telephone Number 904-380-6426 _____

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and Maintain. Proposed 270' aerial and 2' u/g CATV facilities on SW Margarets St / Node: LC025 /Project Name: 527 SW Margarets St / PC: MS / Metro E# 394010 _____

FROM: _____ TO: _____

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

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 (x) NO (). If YES: LAKE CITY () FORT WHITE (). A letter of notification was mailed on 1/8/13 to the following utility owners AT&T, FPL, TecoGas _____

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 Kevin Kirby _____ Telephone Number 386-719-7565 _____ located at 607 NW Quinten St, Lake City, FL. _____ The PERMITTEE's employee responsible for Maintenance of Traffic is Mark Schroeder Telephone Number 904-380-6426 _____ (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.

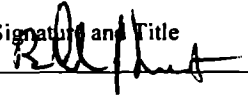
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12. Additional Stipulations:-----

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

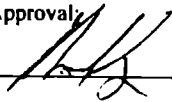
Place Corporate Seal

Signature and Title
 Permit Coordinator

Attested _____

Utilities Permit
Page three
Revised: 8/17/00

Recommended for Approval:

Signature: 

Title: OPERATIONS MANAGER

Date: 04.14.03

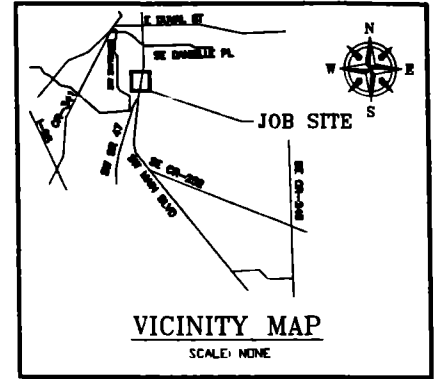
Approval by Board of County Commissioners, Columbia County, Florida:

YES () NO ()

Date Approved: _____

Chairman's Signature: _____

BINDING SPACE



JOB SITE

PROJECT TOTALS	
PROP. NEW AER. FIBER	270'
PROP. U/G FIBER	2'
PROP. # OF BORES	0

SW MARGARETS ST OVERALL VIEW

SCALE: NONE

METRO-E # 394010

NODE # LC025



Comcast
5934 Richard St.
Jacksonville, Florida 32216

COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

RIGHT OF WAY	SYMBOL	CONCRETE PILE	SYMBOL
AERIAL FIBER	---	WOOD POLE	⊗
UNDERGROUND FIBER	---	IRON POLE	⊙
BURIED POWER	---	FURNACE	⊠
TELEPHONE	---	VAULT	⊞
GAS	---	ANCHOR	⊞
SEWER	---		
WATER	---		

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA			
TITLE PAGE		JOB NAME: LAKE CITY	
Sheet No.:	1 OF 3	County:	COLUMBIA
Draftsman:	ROBE	State:	FLORIDA
Date:	6/9/13	Drafted:	L.D.J.

NOTES

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

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

ALL PROPOSED UNDERGROUND FIBER WILL BE BURIED A MINIMUM OF 36" DEEP. EXCEPT BORES 48" DEEP.

ALL PROPOSED UNDERGROUND FIBER ROAD BORES WILL USE COUNTY APPROVED DIRECTIONAL BORE MACHINE, AS WELL AS COUNTY APPROVED CONDUIT.

ALL PROPOSED FIBER ROAD BORES WILL EXTEND A MINIMUM OF 4' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED FIBER DRIVEWAY BORES WILL EXTEND A MINIMUM OF 2' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED AERIAL WILL BE .700" DIAMETER AND WILL BE LASHED TO .250" STEEL STRAND CABLE USING .125" STD. GALV. LASHING WIRE.

ALL PROPOSED AERIAL FIBER CROSSING ROADWAYS WILL HAVE A MINIMUM MID-SPAN HEIGHT OF 16'-0".

ALL PROPOSED AERIAL FIBER CROSSING DRIVEWAYS WILL HAVE A MINIMUM MID-SPAN HEIGHT OF 15'-6".

LOCATES WILL BE REQUIRED IN ALL PROPOSED UNDERGROUND AREAS AT LEAST 48 HRS. PRIOR TO CONSTRUCTION.

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

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

EOT REPRESENTS EDGE OF TRAVEL NOT TRUE EDGE OF PAVEMENT

E/P REPRESENTS THE TRUE EDGE OF PAVEMENT

EOD REPRESENTS THE EDGE OF DIRT

HAND DIG TRENCHES 36" DEEP ACROSS DIRT ROAD

USE CASE 1 MOT

RIGHT OF WAY	-----	⊙	CONCRETE POLE
AERIAL FIBER	=====	×	WOOD POLE
UNDERGROUND FIBER	-----	⊗	RISER POLE
BURIED POWER	-BP-----BP-----BP-	⊠	PEDESTAL
TELEPHONE	-PHONE-----PHONE-	⊞	VAULT
GAS	-GAS-----GAS-----GAS-	⊞	ANCHOR
SEWER	-SAN-----SAN-----		
WATER	-W-----W-----W-		

BINDING SPACE



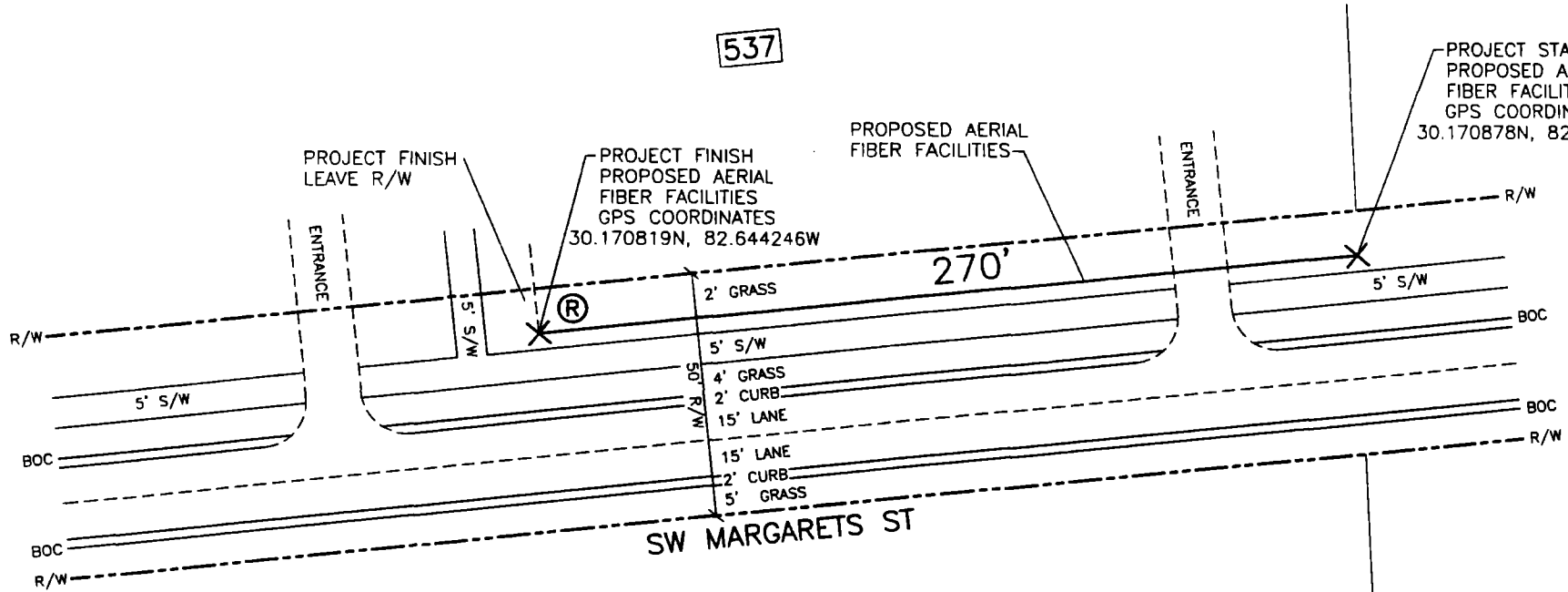
Comcast
5934 Richard St.
Jacksonville, Florida 32216

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

RIGHT OF WAY	-----	⊙	CONCRETE POLE
AERIAL FIBER	=====	×	WOOD POLE
UNDERGROUND FIBER	-----	⊗	RISER POLE
BURIED POWER	-BP-----BP-----BP-	⊠	PEDESTAL
TELEPHONE	-PHONE-----PHONE-	⊞	VAULT
GAS	-GAS-----GAS-----GAS-	⊞	ANCHOR
SEWER	-SAN-----SAN-----		
WATER	-W-----W-----W-		

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA		
NOTES	TUB NAME	LAKE CITY
Sheet No.: 0 OF 0	County:	COLUMBIA
Scale: NONE	State:	FLORIDA
Date: 4/9/18	Drawn:	L.B.J

BINDING SPACE



SW MARGARETS ST PLAN VIEW

SCALE: NONE



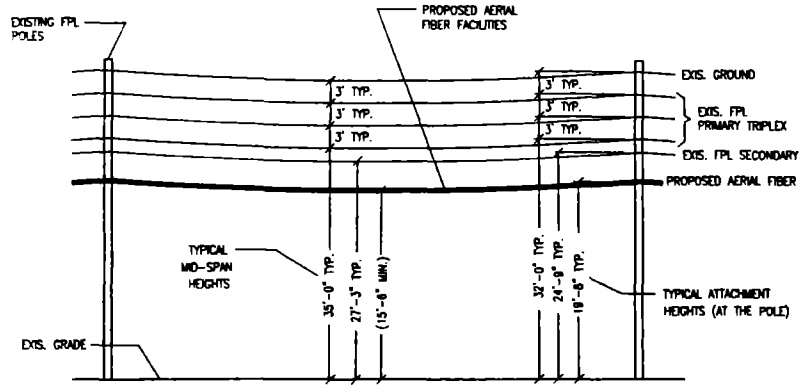
Comcast
5934 Richard St.
Jacksonville, Florida 32216

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

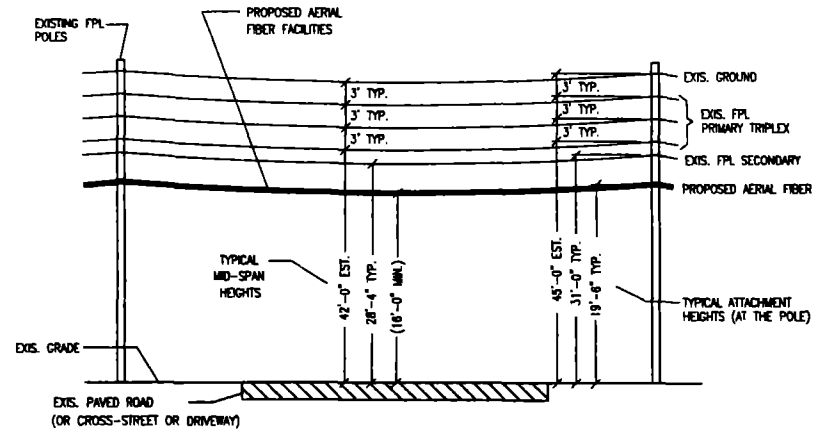
BOUNDARY	---	○	CONCRETE POLE
AERIAL FIBER	---	×	WOOD POLE
UNDERGROUND FIBER	---	●	IRON POLE
POWER	---	□	PERMITTED
TELEPHONE	---	⊗	TAP/FLY
GAS	---	⊠	ANCHOR
SEWER	---		
WATER	---		

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA		
PLAN VIEW	MID RANGE	LARGE CITY
Sheet No.: 2 OF 6	County:	COLUMBIA
Scale: NONE	Status:	FLORIDA
Date: 4/9/18	Drafted:	L.B.J.

BINDING SPACE



TYPICAL "PARALLEL"
(NOT TO SCALE)



TYPICAL "CROSSING"
(NOT TO SCALE)



Comcast
5934 Richard St.
Jacksonville, Florida 32216

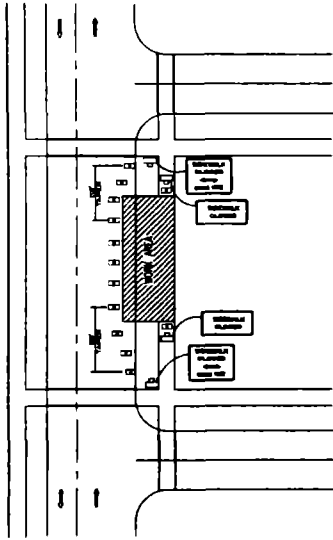
**COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT**

EDGE OF WAY	---	⊙	CONCRETE PILE
AERIAL FIBER	---	×	WOOD POLE
UNDERGROUND FIBER	---	●	STEEL POLE
MIXED POWER	-SP-SP-SP-	□	PERMITAL
TELEPHONE	-PHONE-PHONE-PHONE-	⊠	VAULT
GAS	-GAS-GAS-GAS-	⊞	ANCHOR
SEWER	-SAN-SAN-SAN-		
WATER	-W-W-W-		

PROPOSED AERIAL FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA			
TYPICALS & DETAILS		BOOK NAME	DATE
Sheet No.:	4 OF 5	County:	COLUMBIA
Book:	NONE	State:	FLORIDA
Date:	4/2/13	Drafted:	L.B.J.

**SW MARGARETS ST
COUNTY PERMIT
MOT CASES**

MID-BLOCK SIDEWALK CLOSURE



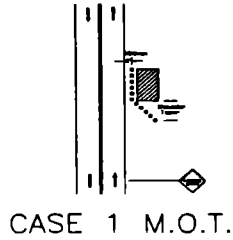
GENERAL NOTES

1. ONLY THE SIGNS CONTROLLING PEDESTRIAN FLOWS ARE SHOWN. OTHER WORK ZONE SIGNS WILL BE NEEDED TO CONTROL TRAFFIC ON STREETS.
2. TEMPORARY WALKWAYS SHALL BE A MINIMUM OF 4' WIDE AND KEPT FREE OF ANY OBSTRUCTIONS AND HAZARDS SUCH AS HOLES, DEBRIS, MUD, CONSTRUCTION EQUIPMENT, STORED MATERIALS AND ETC. (FOR DETAILS SEE INCH 600)
3. POST MOUNTED SIGNS LOCATED NEAR OR ADJACENT TO A SIDEWALK SHALL HAVE A 7' MINIMUM CLEARANCE FROM THE BOTTOM OF SIGN TO THE SIDEWALK.
4. COLUMBIA COUNTY PROMETS MIDELOCK CROSSING OF PEDESTRIANS WHEN AN ALTERNATE ROUTE IS NOT FEASIBLE. CONTRACTOR SHALL PROVIDE AN ADA COMPLIANT PEDESTRIAN PATHWAY THROUGH THE WORK ZONE WHEN SIDEWALK IS CLOSED.

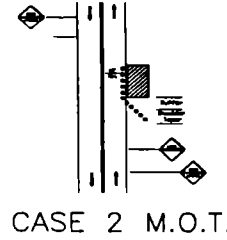
CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT WORKERS OR THEIR ACTIVITIES ENCRDACH ON THE SIDEWALK FOR A PERIOD OF MORE THAN 30 MINUTES

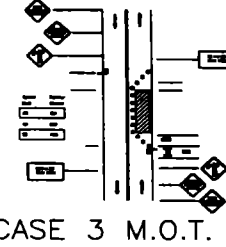
**Shoulder Work
(2'-15' From the Edge of Pavement)
(Maintaining two-way traffic in two travel lanes)**



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



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



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

LEGEND

- Obstructing Block
- Flagger Station
- ▭ Portable Sign Support
- ▭ Arrow Blanking
- ⊕ High Lead Warning Signal
- ▨ Work Area
- ◇ Warning Sign

SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS*		
	A	B	C
URBAN ARTERIAL	100	100	100
URBAN EDGE ROAD	200	200	200
RURAL	300	300	300
Expressway/Primary	1,000	1,000	1,000

* 100' = High Speed

* THIS DISTANCE IS TO BE MEASURED TO THE SIGN POST. THE DISTANCE BETWEEN SIGNS SHALL BE MEASURED TO THE SIGN POST. THE DISTANCE BETWEEN SIGNS SHALL BE MEASURED TO THE SIGN POST. THE DISTANCE BETWEEN SIGNS SHALL BE MEASURED TO THE SIGN POST.

TAPER LENGTH CRITERIA

TYPE OF SIGN	TAPER LENGTH (FT)
WARNING SIGN	AT LEAST L
REGULATORY SIGN	AT LEAST 50L
ADVISORY SIGN	AT LEAST 50L
ONE LANE, TWO WAY STOPPING SIGN	100 FT. MINIMUM
ADVISING SIGN	100 FT. MINIMUM

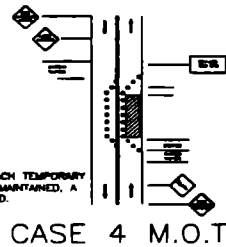
* MINIMUM FOR L ARE AS FOLLOWS:
 FOR SPEED LIMITS OF 40 MPH OR LESS: L=40
 FOR SPEED LIMITS OF 45 MPH OR GREATER: L=45

WHERE L = TAPER LENGTH IN FEET
 * = SIGN AT APPROX 100 FT
 L = MINIMUM TAPER LENGTH

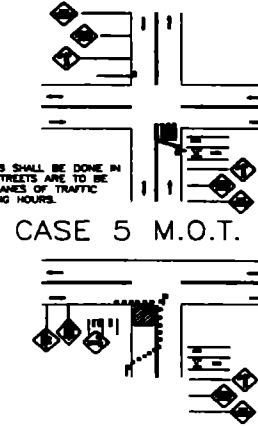
**Lane Closure In Advance of an Intersection
(Work Area on the Through Road)**

**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 MOT MUST BE USED.



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



MAINTENANCE OF TRAFFIC REQUIREMENTS

1. ANY MODIFICATIONS OF THIS MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED TO COLUMBIA COUNTY 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 4:00 PM ON COLLECTOR OR ARTERIAL STREETS.
3. CONTRACTOR MUST MAINTAIN EXISTING SIGNALS. IF SIGNALS ARE DAMAGED DUE TO HIS ACTIVITY, THE CONTRACTOR IS REQUIRED TO REPLACE THEM IN ACCORDANCE WITH CURRENT COUNTY STANDARD SPECIFICATIONS IMMEDIATELY.
4. TWENTY FOOT RISES ARE REQUIRED AT ALL INTERSECTIONS WHERE THE ROADWAY IS REDUCED.
5. ACCESS TO ALL STREETS AND DRIVEWAYS TO BE MAINTAINED AT ALL TIMES.
6. IF SIDEWALKS ARE DISTURBED AND HAVE TO BE REPLACED, HANDICAP RAMPERS ARE TO BE INSTALLED.
7. THE CONTRACTOR SHALL CONFINE HIS ACTIVE WORK AREA TO NO MORE THAN ONE BLOCK AT A TIME.
8. THE ROADWAY SHALL BE RESTORED TO AT LEAST A LIKELIHOOD SURFACE BEFORE IT IS RESTORED TO TRAFFIC, AND BEFORE THE CONTRACTOR MOVES ON TO THE NEXT CONSTRUCTION ZONE.
9. DAILY CONTROL MEASURES SHALL BE IMPLEMENTED ON ALL UNPAVED SURFACES UNTIL PAVED.
10. WHERE CONSTRUCTION PHASING IS NOT SHOWN ON PLANS, OR IF CONTRACTOR WANTS TO ALTER THE PHASING SEQUENCE, CONTRACTOR IS TO SUBMIT PHASING PLAN WITH A PROPOSED CONSTRUCTION SCHEDULE TO TRAFFIC ENGINEERING PRIOR TO CONSTRUCTION.
11. CONTRACTOR SHALL NOTIFY TRAFFIC ENGINEERING DIVISION A MINIMUM OF 3 WORKING DAYS PRIOR TO IMPLEMENTATION OF THE M.O.T.

Comcast.
5934 Richard St.
Jacksonville, FL 32216

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

SUBJECT: SW MARGARETS ST PROPOSED AERIAL FIBER FACILITIES IN NODE LC025	COUNTY: COLUMBIA STATE: FLORIDA SHEET NO.: 5 OF 5 DATE: 4/3/13 NODE: LC025 DRAFTED BY: LDI
---	---

COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS
UTILITY PERMIT

Date _____ Permit No. _____ Road: Veterans St No. _____


Permittee Comcast Cable

Address 5934 Richard St, Jacksonville, FL 32216 _____ Telephone Number 904-380-6426 _____

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and Maintain. Proposed 904' aerial and 124' u/g CATV facilities on NW Veterans ST / Node: LC023 /Project Name: 225 NW Main Blvd / PC: MS / Metro E# 394009 _____

FROM: _____ TO: _____

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

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 (x) NO (). If YES: LAKE CITY () FORT WHITE (). A letter of notification was mailed on 4/8/03 to the following utility owners AT&T, FPL, TecoGas _____

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 Kevin Kirby _____ located at 607 NW Quinten St, Lake City, FL. _____ Telephone Number 386-719-7565 _____ The PERMITTEE's employee responsible for Maintenance of Traffic is Mark Schroeder Telephone Number 904-380-6426 _____ (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.

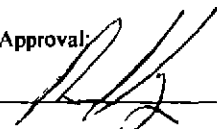
Submitted By: Billie Lentes/Agent for Comcast _____
Permittee

Place Corporate Seal

Signature and Title
 Permit Coordinator

Attested

Utilities Permit
Page three
Revised: 8/17/00

Recommended for Approval:
Signature: 
Title: OPERATIONS MANAGER
Date: 04-11-13

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

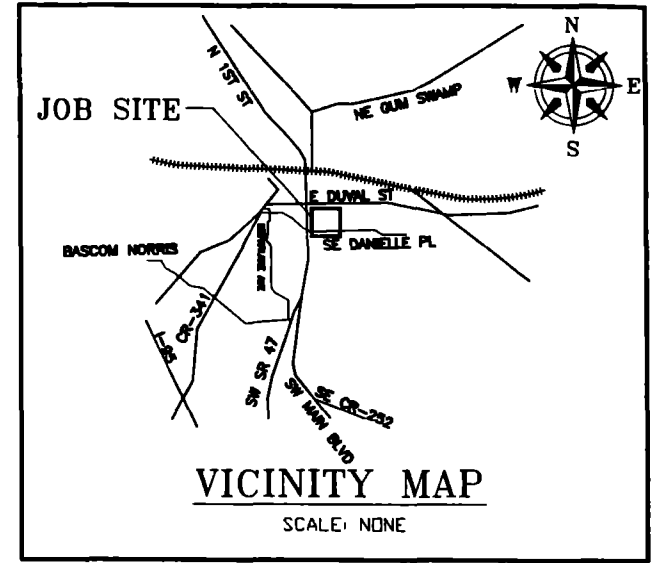
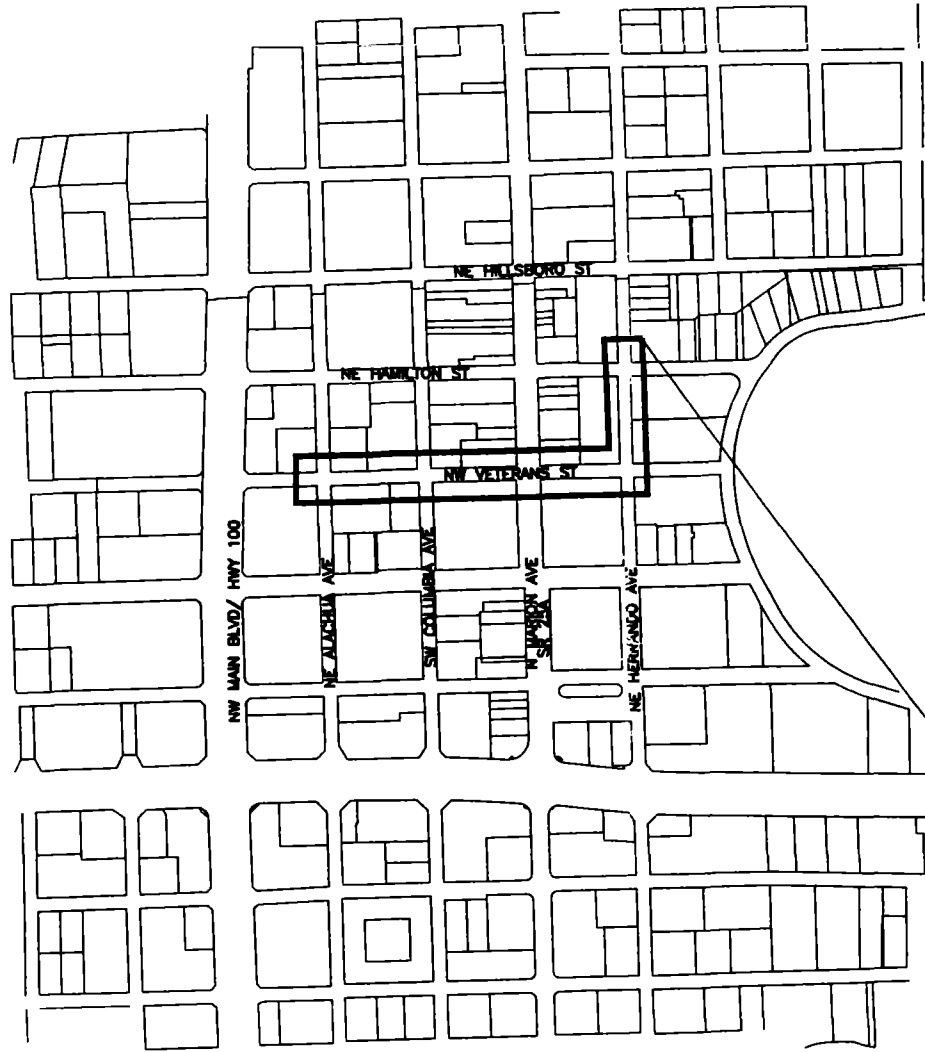
YES () NO ()

Date Approved: _____

Chairman's Signature: _____

NW VETERANS ST OVERALL VIEW

SCALE: NONE



JOB SITE

BINDING SPACE

PROJECT TOTALS	
PROP. NEW AER. FIBER	904'
PROP. U/G FIBER	124'
PROP. # OF BOXES	1

METRO E#394009

NODE # LC023



Comcast
5934 Richard St.
Jacksonville, Florida 32216

COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

RIGHT OF WAY	-----	⊙ CONCRETE POLE
AERIAL FIBER	-----	⊗ WOOD POLE
UNDERGROUND FIBER	-----	⊕ RISER POLE
BURIED POWER	-----	⊖ PEDESTAL
TELEPHONE	-----	⊚ VAULT
GAS	-----	⊔ ANCHOR
SEWER	-----	
WATER	-----	

PROPOSED AERIAL AND U/G FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA		
OVERALL VIEW	JOB NAME	LASH CITY
Sheet No.: 1 OF 7	County: COLUMBIA	
Scale: NONE	State: FLORIDA	
Date: 4/6/18	Drawn: LBJ	

NOTES

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

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

ALL PROPOSED UNDERGROUND FIBER WILL BE BURIED A MINIMUM OF 24" DEEP. EXCEPT BORES 48" DEEP.

ALL PROPOSED UNDERGROUND FIBER ROAD BORES WILL USE CITY APPROVED DIRECTIONAL BORE MACHINE, AS WELL AS COUNTY APPROVED CONDUIT.

ALL PROPOSED FIBER ROAD BORES WILL EXTEND A MINIMUM OF 4' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED FIBER DRIVEWAY BORES WILL EXTEND A MINIMUM OF 2' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED AERIAL WILL BE .700" DIAMETER AND WILL BE LASHED TO .250" STEEL STRAND CABLE USING .125" STD. GALV. LASHING WIRE.

ALL PROPOSED AERIAL FIBER CROSSING ROADWAYS WILL HAVE A MINIMUM MID-SPAN HEIGHT OF 16'-0".

ALL PROPOSED AERIAL FIBER CROSSING DRIVEWAYS WILL HAVE A MINIMUM MID-SPAN HEIGHT OF 15'-6".

LOCATES WILL BE REQUIRED IN ALL PROPOSED UNDERGROUND AREAS AT LEAST 48 HRS. PRIOR TO CONSTRUCTION.

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

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

EOT REPRESENTS EDGE OF TRAVEL NOT TRUE EDGE OF PAVEMENT

E/P REPRESENTS THE TRUE EDGE OF PAVEMENT

EOD REPRESENTS THE EDGE OF DIRT

HAND DIG TRENCHES 36" DEEP ACROSS DIRT ROAD

USE CASE 1 MOT

RIGHT OF WAY	-----	⊕	CONCRETE POLE
AERIAL FIBER	=====	×	WOOD POLE
UNDERGROUND FIBER	-----	Ⓡ	RISER POLE
BURIED POWER	-BP-----BP-----BP-	□	PEDESTAL
TELEPHONE	-PHONE-----PHONE-	Ⓜ	VAULT
GAS	-GAS-----GAS-----GAS-	Ⓜ	ANCHOR
SEWER	-SAN-----SAN-----		
WATER	-W-----W-----		

BINDING SPACE



Comcast
5934 Richard St.
Jacksonville, Florida 32216

COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

RIGHT OF WAY	-----	⊕	CONCRETE POLE
AERIAL FIBER	=====	×	WOOD POLE
UNDERGROUND FIBER	-----	Ⓡ	RISER POLE
BURIED POWER	-BP-----BP-----BP-	□	PEDESTAL
TELEPHONE	-PHONE-----PHONE-	Ⓜ	VAULT
GAS	-GAS-----GAS-----GAS-	Ⓜ	ANCHOR
SEWER	-SAN-----SAN-----		
WATER	-W-----W-----		

PROPOSED AERIAL AND U/G FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA			
MOTM		EOD MARK	LAST CITY
Sheet No.:	8 OF 7	County:	COLUMBIA
Title:	FORM	State:	FLORIDA
Date:	4/6/19	Drawn:	L.A.J

BINDING SPACE

MATCH SHEET #3

PROJECT START
PROPOSED AERIAL
FIBER FACILITIES
GPS COORDINATES
30.192394N, 82.636348W

FDOT PORTION IS FOR
REFERENCE ONLY

NE HAMILTON ST

PROPOSED AERIAL
FIBER FACILITIES

NW VETERANS ST PLAN VIEW

SCALE: NONE



Comcast
5934 Richard St.
Jacksonville, Florida 32216

COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

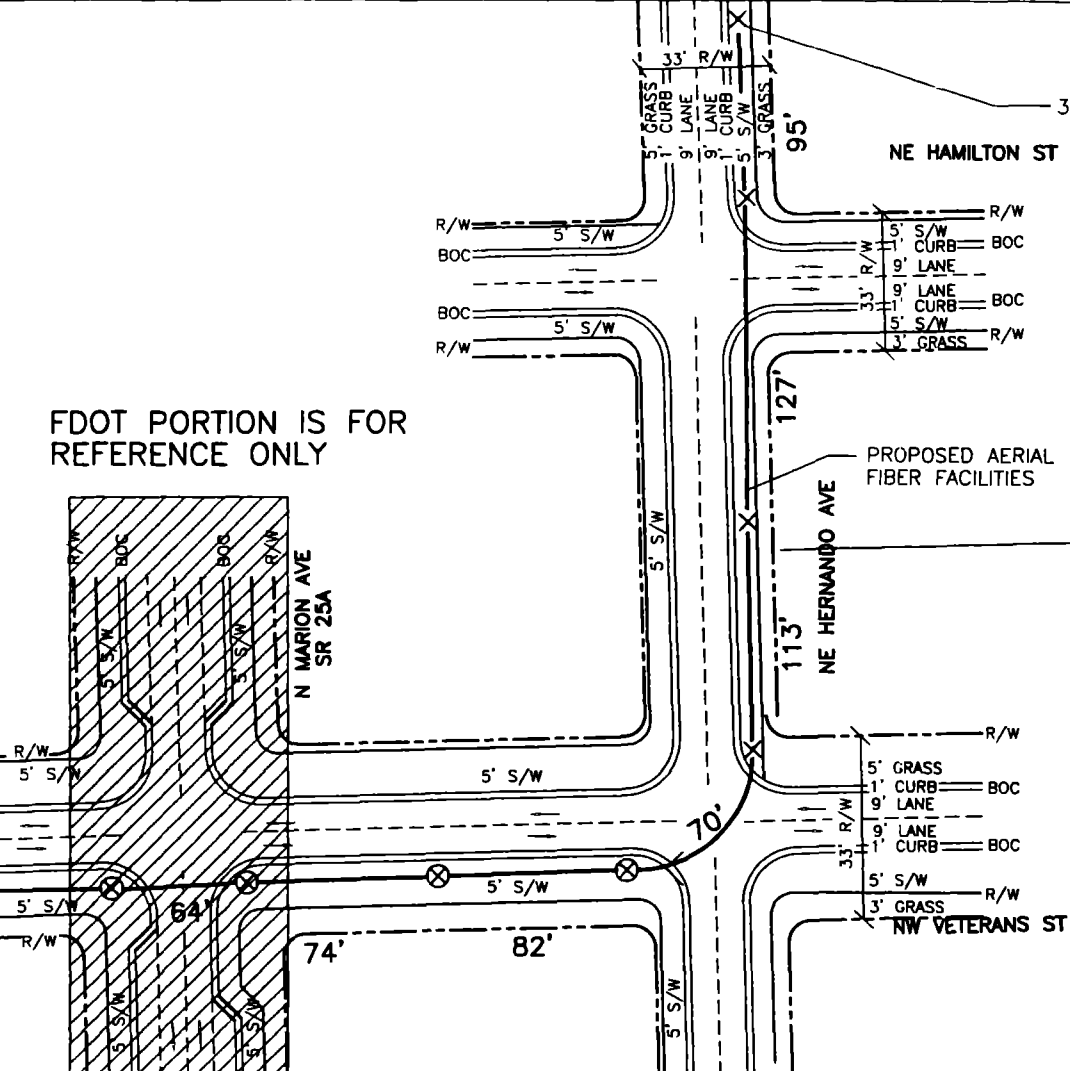
RIGHT OF WAY
AERIAL FIBER
UNDERGROUND FIBER
BURIED POWER
TELEPHONE
GAS
SEWER
WATER

CONCRETE POLE
WOOD POLE
RIBBER POLE
PEDESTAL
VAULT
ANCHOR

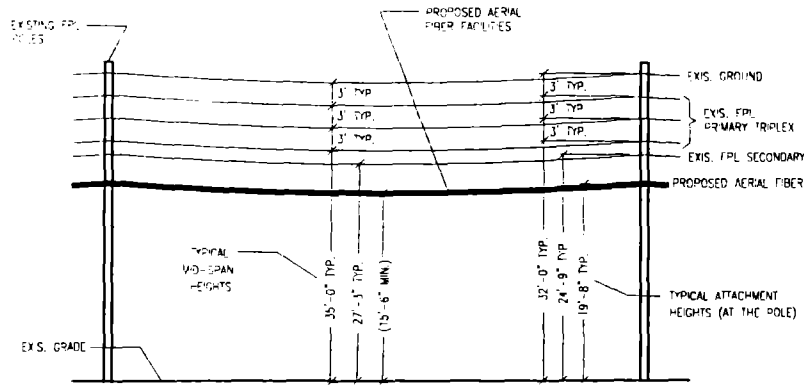
PROPOSED AERIAL AND U/G FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA			
PLAN VIEW	SUB NAME	LANE CITY	
Sheet No.	4 OF 7	County	COLUMBIA
Route	HWY	State	FLORIDA
Date	4/8/18	Drafted:	L.B.J

A

A

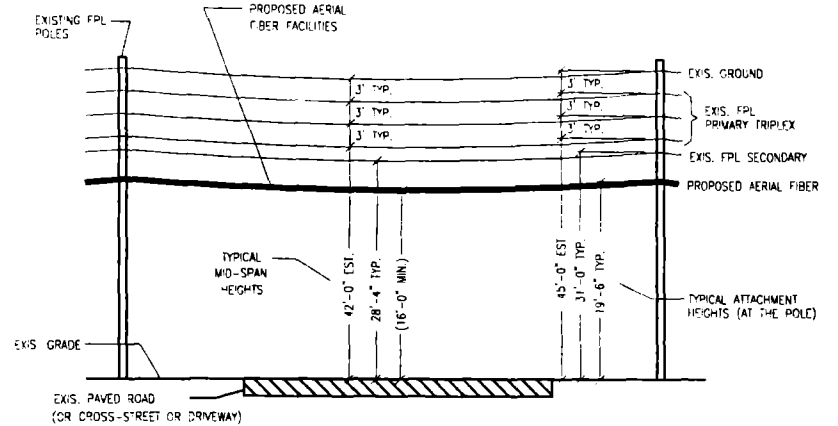


BINDING SPACE



TYPICAL "PARALLEL"

(NOT TO SCALE)



TYPICAL "CROSSING"

(NOT TO SCALE)



Comcast

5934 Richard St.
Jacksonville, Florida 32216

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

RIGHT OF WAY
AERIAL FIBER
UNDERGROUND FIBER
BURIED POWER
TELEPHONE
GAS
SEWER
WATER

--- AERIAL FIBER
--- UNDERGROUND FIBER
--- BURIED POWER
--- TELEPHONE
--- GAS
--- SEWER
--- WATER

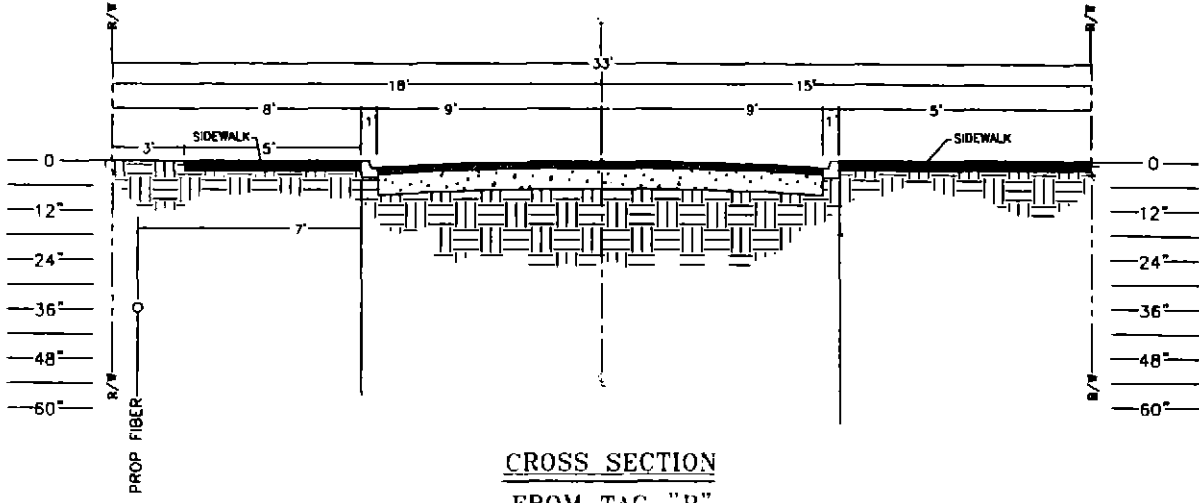
⊙ CONCRETE POLE
× WOOD POLE
⊕ RISER POLE
⊞ PEDESTAL
⊞ VACLT
⊞ ANCHOR

PROPOSED AERIAL AND U/G FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA

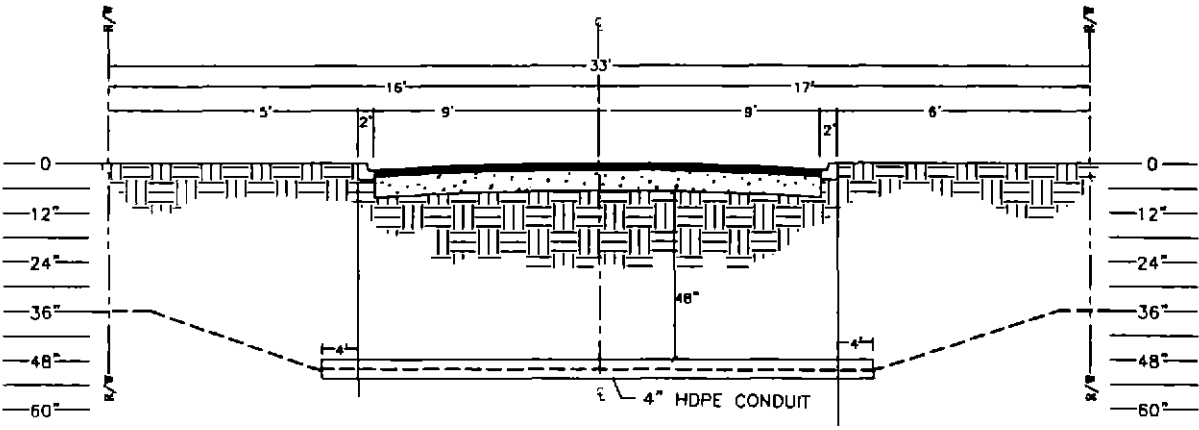
TYPICALS AND DETAILS	SUB RANGE	LAB CITY
Sheet No. 8 OF 7	County	COLUMBIA
Book	NO. 1	State
Date	4/8/13	Drawn
		L.B.I.

BINDING SPACE

CROSS SECTION
FROM TAG "A"
N.T.S.



CROSS SECTION
FROM TAG "B"
N.T.S.



Comcast
5934 Richard St.
Jacksonville, Florida 32218

COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

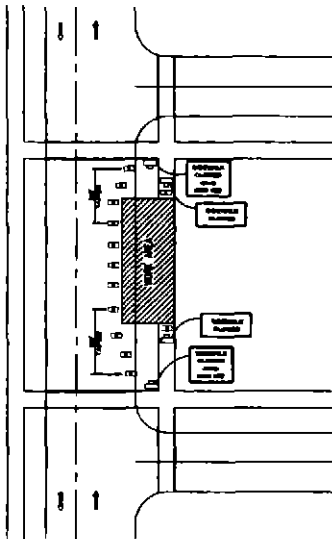
RIGHT OF WAY	---
AERIAL FIBER	---
UNDERGROUND FIBER	---
BURIED POWER	---
TELEPHONE	---
GAS	---
SEWER	---
WATER	---

○	CONCRETE POLE
×	WOOD POLE
○	RIBBER POLE
○	FEDESTAL
□	VAULT
⊕	ANCHOR

PROPOSED AERIAL AND U/G FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA			
TYPICALS AND DETAILS		SUB NAME	LADE CITY
Sheet No.	5 OF 7	Comcast	COLUMBIA
Scale	1"=10'	State	FLORIDA
Date	4/9/18	Drafted	L.A.J

**NW VETERANS ST
COUNTY PERMIT
MOT CASES**

MID-BLOCK SIDEWALK CLOSURE



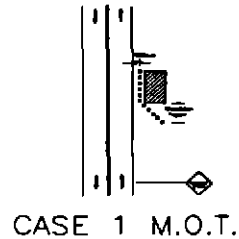
GENERAL NOTES

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3. POST MOUNTED SIGNS LOCATED NEAR OR ADJACENT TO A SIDEWALK SHALL HAVE A 7' MINIMUM CLEARANCE FROM THE BOTTOM OF SIGN TO THE SIDEWALK.
4. COLUMBIA COUNTY PROHIBITS MIDBLOCK CROSSING OF PEDESTRIANS WHEN AN ALTERNATE ROUTE IS NOT FEASIBLE. CONTRACTOR SHALL PROVIDE AN ADA COMPLIANT PEDESTRIAN PATHWAY THROUGH THE WORK ZONE WHEN SIDEWALK IS CLOSED.

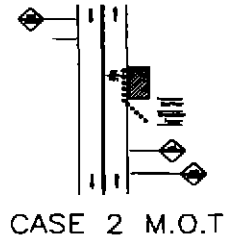
CONDITIONS

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

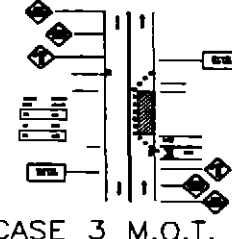
**Shoulder Work
(2'-15' From the Edge of Pavement)
(Maintaining two-way traffic in two travel lanes)**



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



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



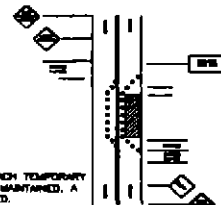
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**Work in Travel Lane on a Minor Urban Street
(Maintaining Two-Way Traffic)**



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

CASE 4 M.O.T.

LEGEND

- Changing Signs
- Flagger Station
- Portable Sign Support
- Arrow Sign
- No Lane Working Signs
- Detour Sign
- Stop Sign

SIGN SPACING

SIGN TYPE	MINIMUM SIGNING DISTANCE		
	A	B	C
Advance Stop Sign	100	100	100
Advance Stop Sign	100	100	100
Stop Sign	100	100	100
Advance/Stop Sign	100	100	100

2 stops = 100 feet

1. THIS PERMIT IS VALID FOR A PERIOD OF 90 DAYS. IF THE PERMIT IS NOT USED WITHIN THIS PERIOD, IT WILL BE VOID. THE PERMIT IS NOT VALID FOR USE ON ANY OTHER PROJECT. THE PERMIT IS NOT VALID FOR USE ON ANY OTHER ROAD. THE PERMIT IS NOT VALID FOR USE ON ANY OTHER ROAD. THE PERMIT IS NOT VALID FOR USE ON ANY OTHER ROAD.

TAPER LENGTH CRITERIA

TYPE OF TAPER	MINIMUM LENGTH
ADVANCE TAPER	AT LEAST 100'
STOP TAPER	AT LEAST 100'
REVERSE TAPER	AT LEAST 100'
END TAPER, TWO WAY STOPPED TRAFFIC	TWO FT. PER SIGN
CONSTRUCTION TAPER	ONE FT. PER SIGN

MINIMUM TAPER LENGTH CRITERIA
FOR SPEED LIMITS OF 40 MPH OR LESS
FOR SPEED LIMITS OF 45 MPH OR GREATER

MINIMUM TAPER LENGTH CRITERIA
FOR SPEED LIMITS OF 40 MPH OR LESS
FOR SPEED LIMITS OF 45 MPH OR GREATER

MINIMUM TAPER LENGTH CRITERIA
FOR SPEED LIMITS OF 40 MPH OR LESS
FOR SPEED LIMITS OF 45 MPH OR GREATER

MAINTENANCE OF TRAFFIC REQUIREMENTS

1. ANY MODIFICATIONS TO THIS MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED TO COLUMBIA COUNTY TRAFFIC ENGINEERING DIVISION FOR REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION.
2. PERMITTED WORK HOURS ARE BETWEEN 7:00 AM TO 7:00 PM ON RESIDENTIAL STREETS, AND 8:00 AM TO 4:00 PM ON COLLECTOR OR ARTERIAL STREETS.
3. CONTRACTOR MUST MAINTAIN EXISTING SIGNS. IF SIGNS ARE DAMAGED DUE TO HIS ACTIVITY, THE CONTRACTOR IS REQUIRED TO REPLACE THEM IN ACCORDANCE WITH CURRENT COUNTY STANDARD SPECIFICATIONS IMMEDIATELY.
4. TRAFFIC POST RATES ARE REQUIRED AT ALL INTERSECTIONS WHERE THE ROADWAY IS REDUCED.
5. ACCESS TO ALL STREETS AND DRIVEWAYS TO BE MAINTAINED AT ALL TIMES.
6. IF SIDEWALKS ARE DISTURBED AND HAVE TO BE REPLACED, HANDICAP RAMPERS ARE TO BE INSTALLED.
7. THE CONTRACTOR SHALL CONTINUE HIS ACTIVE WORK AREA TO NO MORE THAN ONE BLOCK AT A TIME.
8. THE ROADWAY SHALL BE RESTORED TO AT LEAST A LAMBERT SURFACE BEFORE IT IS RESTORED TO TRAFFIC, AND BEFORE THE CONTRACTOR MOVES ON TO THE NEXT CONSTRUCTION ZONE.
9. DUST CONTROL MEASURES SHALL BE IMPLEMENTED ON ALL UNPAVED SURFACES LEAVE PERIOD.
10. WHERE CONSTRUCTION PHASING IS NOT SHOWN ON PLANS, OR IF CONTRACTOR WISHES TO ALTER THE PHASING SEQUENCE, CONTRACTOR IS TO SUBMIT PHASING PLAN WITH A PROPOSED CONSTRUCTION SCHEDULE TO TRAFFIC ENGINEERING PRIOR TO CONSTRUCTION.
11. CONTRACTOR SHALL NOTIFY TRAFFIC ENGINEERING DIVISION A MINIMUM OF 5 WORKING DAYS PRIOR TO IMPLEMENTATION OF THE M.O.T.

Comcast
5934 Richard St.
Jacksonville, FL 32216

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

SUBJECT: NW VETERANS ST
PROPOSED AERIAL AND U/G
FIBER FACILITIES
IN NODE LC023

COUNTY: COLUMBIA
STATE: FLORIDA
SHEET NO.: 7 OF 7
DATE: 4/5/13
NODE: LC023
DRAFTED BY: LDI

COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS
UTILITY PERMIT

Date: 4/10/2013 Permit No. _____ County Road 245 Section No. _____
County R/W (NE Williams St & NE Bizmark Way, SE Golf Club Ave,
Olustee Ave)
Permittee Florida Power and Light Company

Address 700 Universe Blvd (TS4/JW), Juno Beach, Florida 33408 Telephone Number (561) 904-3692

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain Replace five (5) existing transmission line wood poles with spun concrete poles at different locations within County right-of-way due to maintenance requirements (poles 37R4, 37R6, 36R10, 36R4, 35R4). Bradford-Columbia 115kV Transmission Line, FPL IO# T00000008037

FROM: NE Williams St TO: SE Price Creek Dr

Submitted for the Utility Owner by: Gregg Hall
Manager - Siting & Permitting
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 3/6/2013 to the following utility owners City of Lake City Natural Gas & Utilities, Verizon Wireless

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 Toby Marcotta Telephone Number (321) 288-5117 (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 60 days after issuance of permit, and shall be completed within 180 days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

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

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

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

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

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

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

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

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


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


12. Additional Stipulations: _____

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

Submitted By: Florida Power & Light - Gregg Hall
Permittee



Signature and Title
Manager - Siting & Permitting

Place Corporate Seal

DIANNA SULLIVAN
MY COMMISSION # EE050306
EXPIRES December 22, 2014
FloridaNotaryService.com
(807) 398-0153


Attested

Utilities Permit
Page three
Revised: 8/17/00

Recommended for Approval:

Signature: 

Title: OPERATIONS MANAGER

Date: 01-22-13

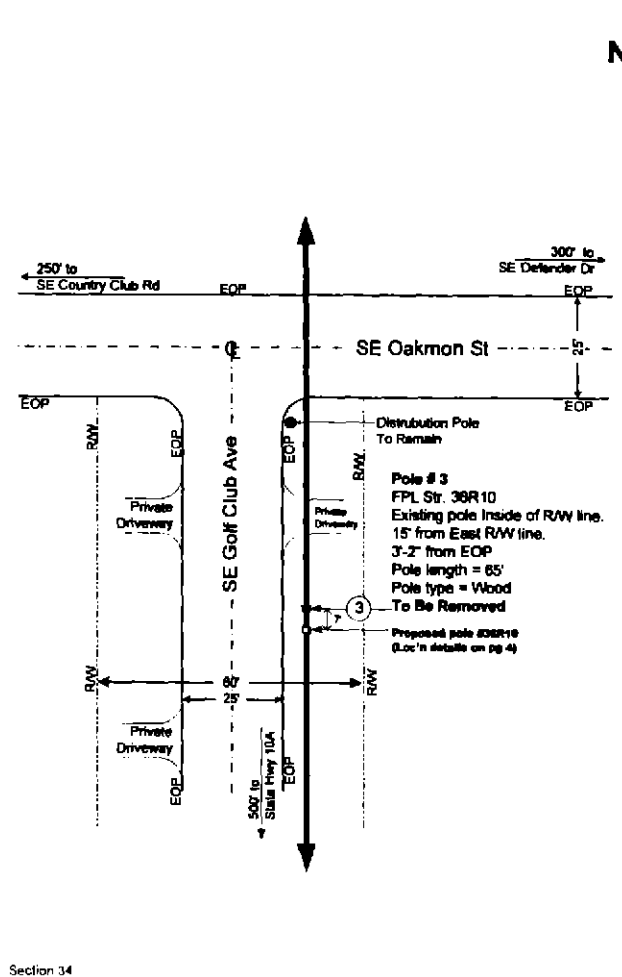
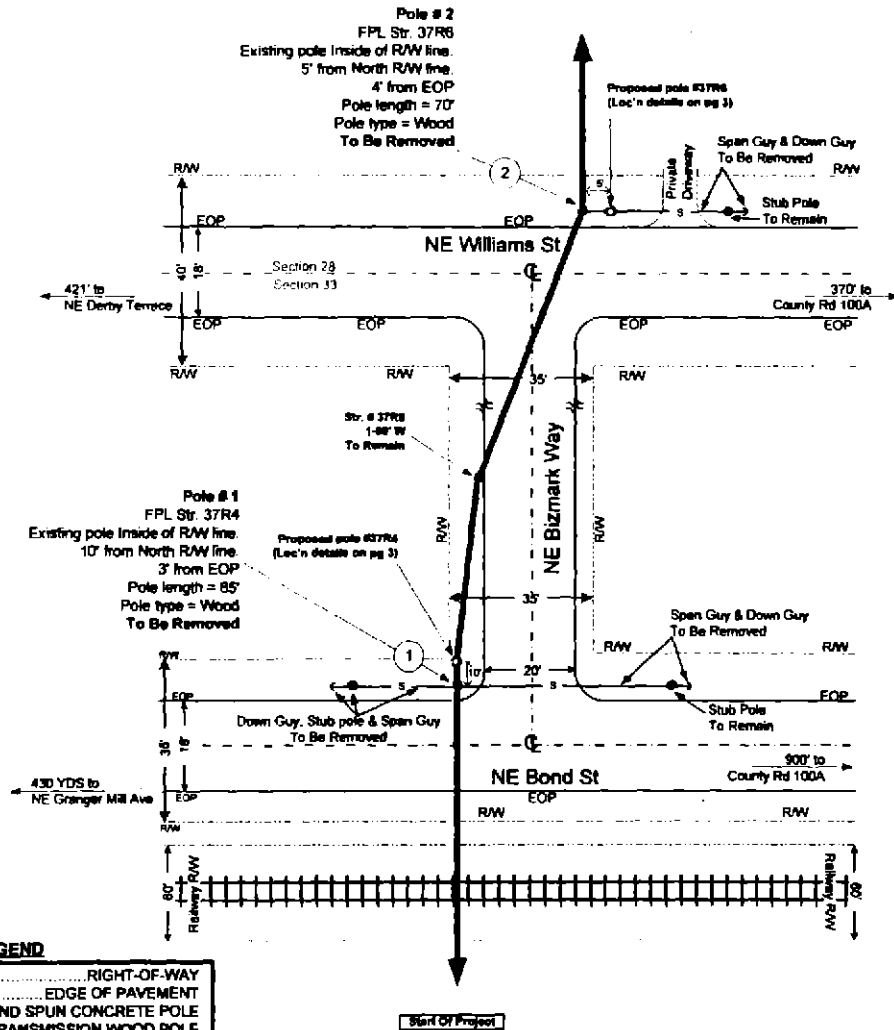
Approval by Board of County Commissioners, Columbia County, Florida:

YES () NO ()

Date Approved: _____

Chairman's Signature: _____

1
2
3
4



LEGEND

- R/W..... RIGHT-OF-WAY
- EOP..... EDGE OF PAVEMENT
- SPC..... ROUND SPUN CONCRETE POLE
- EXISTING TRANSMISSION WOOD POLE
- EXISTING TRANSMISSION CONCRETE POLE
- PROPOSED SPUN CONCRETE POLE
- EXISTING SPUN CONCRETE POLE
- EXISTING DISTRIBUTION WOOD POLE
- ANCHOR
- CENTER LINE
- SPAN GUY WIRE
- RIGHT OF WAY LINE
- CENTER LINE OF ROAD
- TRANSMISSION LINE
- NEW CONDUCTOR TRANS. LINE

CONDUCTOR INFORMATION:
 556 ACS/UAZ
 8/16" G OHGW

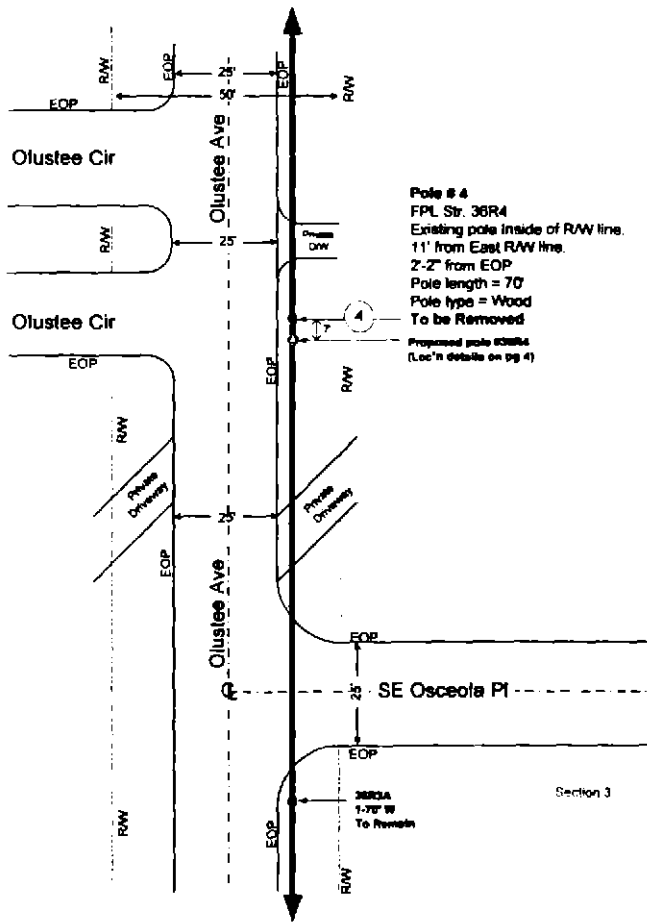
REVISIONS		
REV.	DATE	DESCRIPTION
1		
2		
3		
4		

TRANSMISSION ENGINEERING DEPARTMENT		
DRAWING: NOT TO SCALE	DATE: 2/6/2013	Speed Limit: 20,25 & 45mph
DRAWN BY: AS	CHECKED BY: JW	
ENGINEER: JM	SECTION: 3,28,33,34	TOWNSHIP: 4S R17E
COUNTY: Columbia CITY: Lake City	FILE NAME: IOW T00000008037	
PAGE: 1 OF 4	DWG. NAME: T8037 PERMIT DWG	

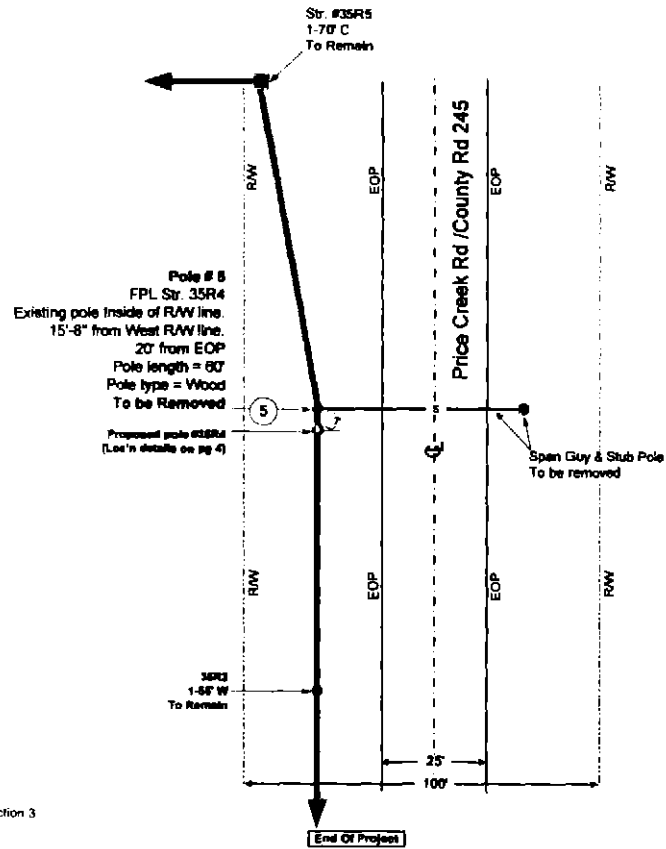
MOT INDEX NUMBERS	
601,602,603,605 & 660	
Along NE Bond St, NE Williams St, SE Golf Club Ave, Olathe Ave & County Rd 246	
Maintenance: Replace 5 wood structures with 5 new SPC Structures Bradford-Columbia 115KV (Price-Columbia section & Lake Butler-Price Section)	
FPL ID# T00000008037	
FLORIDA POWER & LIGHT	

Section 34

Drawing not to scale



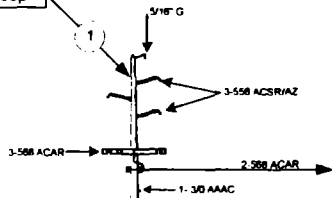
Section 3



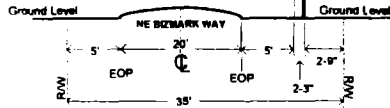
Section 3

Drawing not to scale

Str. #37R4
Proposed FPL
1-80' Round
Concrete Pole
Set @ 17' Deep

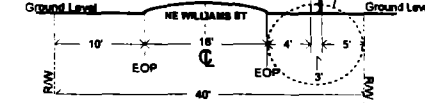
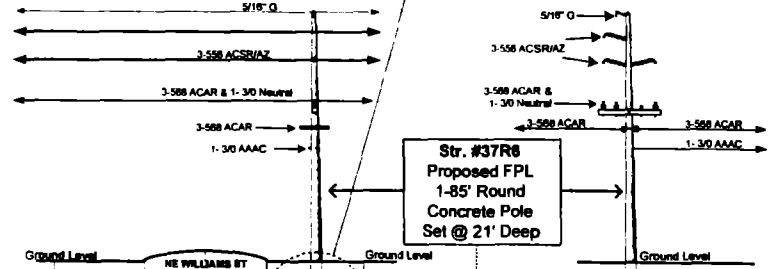
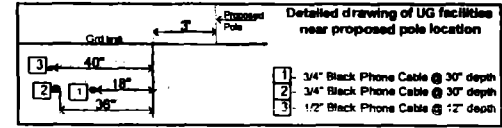
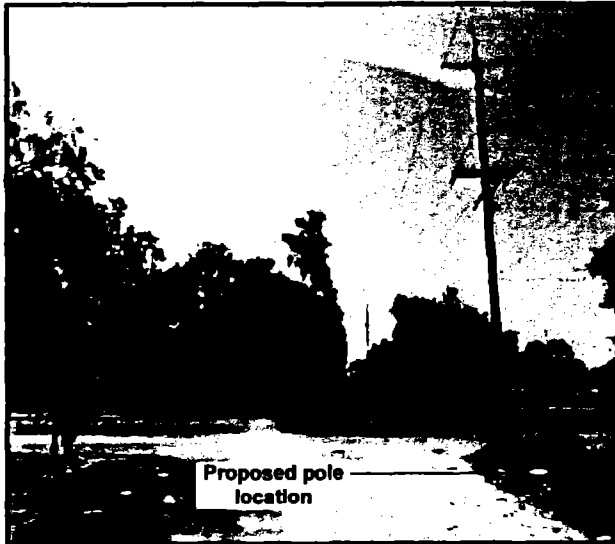


Note:
No Underground Facilities near
Proposed Pole location



PROFILE VIEW (looking South)

PHOTO OF PROPOSED POLE
LOCATION #1
(looking South)



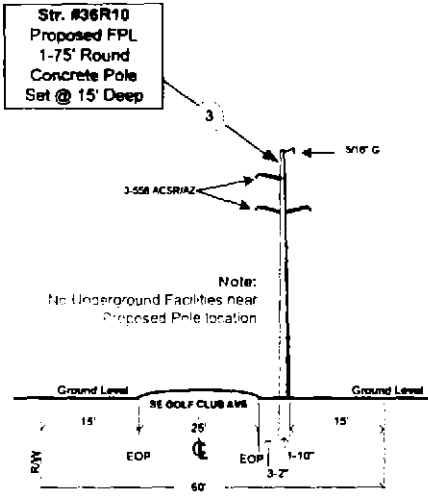
PROFILE VIEW (looking West)

(looking North)

PHOTO OF PROPOSED POLE
LOCATION #2
(looking West)

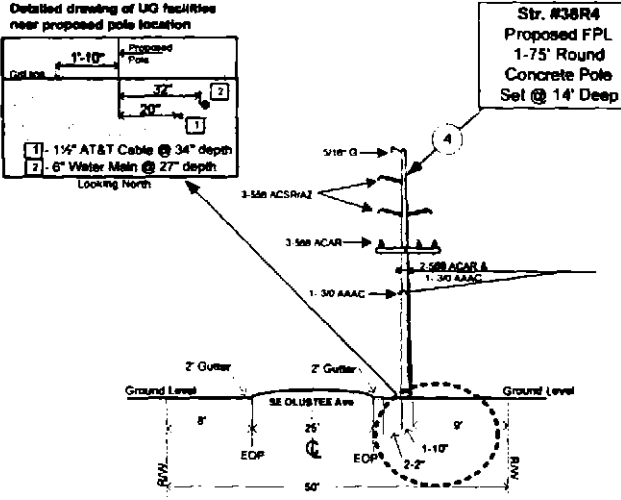
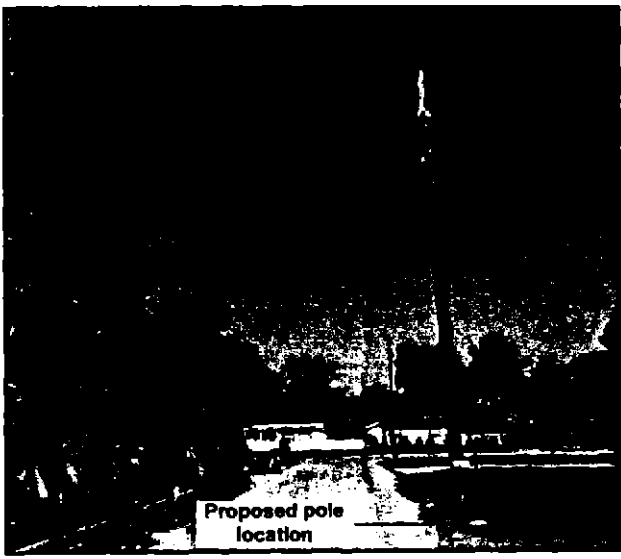


Drawing not to scale



PROFILE VIEW (looking North)

PHOTO OF PROPOSED POLE
LOCATION #3
(looking North)

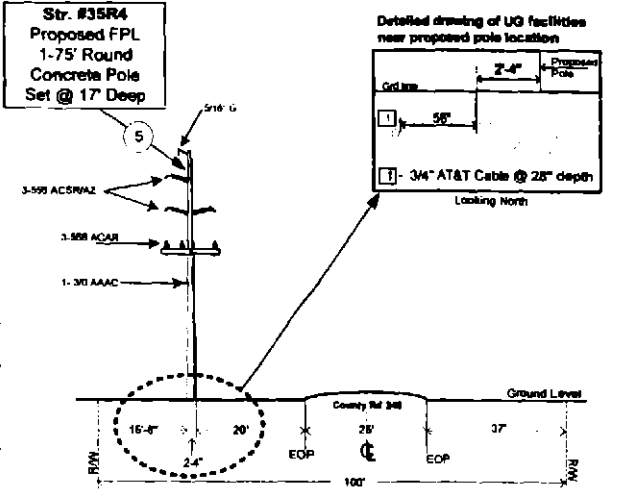


PROFILE VIEW (looking North)

PHOTO OF PROPOSED POLE
LOCATION #4
(looking North)

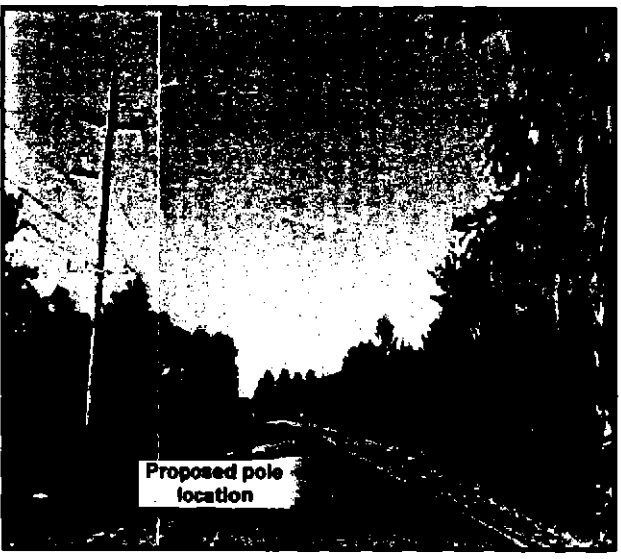


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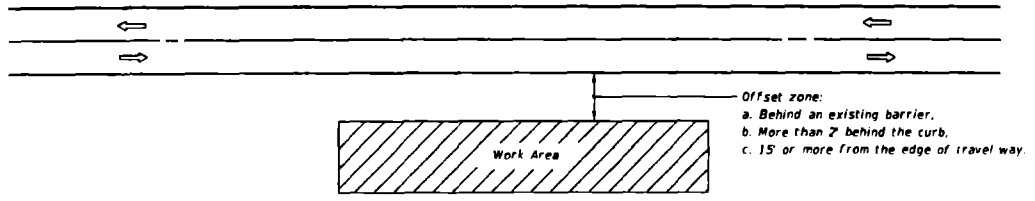


PROFILE VIEW (looking North)

PHOTO OF PROPOSED POLE
LOCATION #5
(looking North)



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GENERAL NOTES

1. If the work operation (excluding establishing and terminating the work area) requires that two or more work vehicles cross the offset zone in any one hour, traffic control will be in conformance with Index No. 602.
2. No special signing is required.
3. When a side road intersects the highway within the work area, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
4. When construction activities encroach on a sidewalk refer to Index No. 660.
5. For general TCZ requirements and additional information, refer to Index No. 600.

SYMBOLS

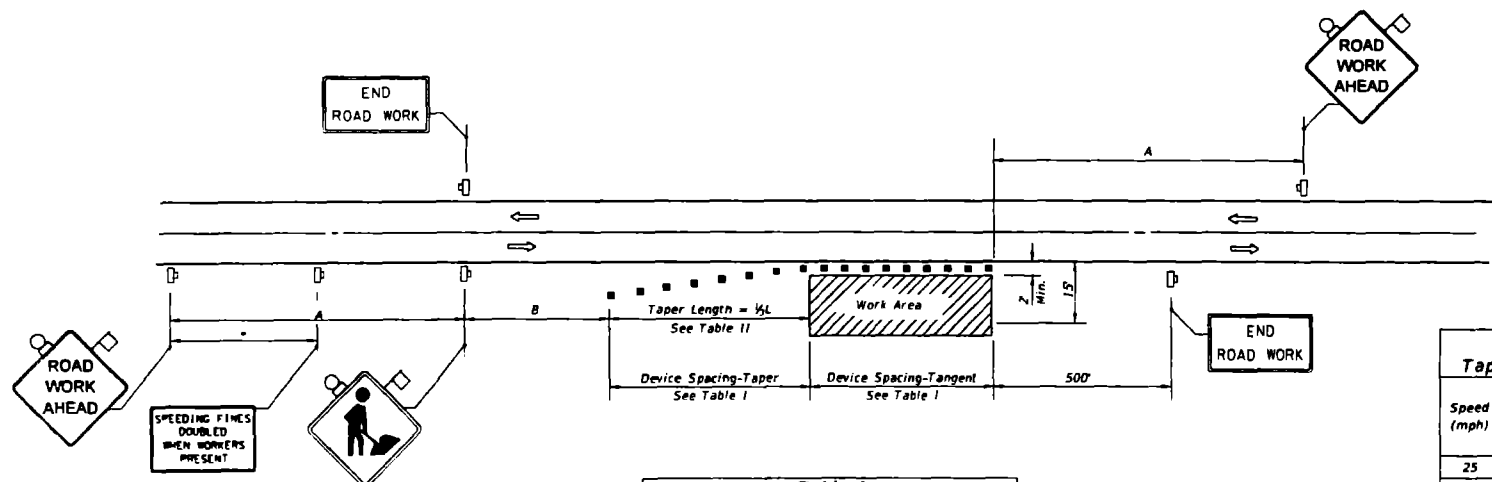
- Work Area
- Lane Identification + Direction of Traffic

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS AND THEIR ACTIVITIES ARE BEHIND AN EXISTING BARRIER, MORE THAN 2' BEHIND THE CURB, OR 15' OR MORE FROM THE EDGE OF TRAVEL WAY.

LAST REVISION	DESCRIPTION:		FDOT DESIGN STANDARDS FY 2012/2013	TWO-LANE, TWO-WAY, WORK OUTSIDE SHOULDER	INDEX NO. 601	SHEET NO. 1
07/01/05						

12. 02/2012
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Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

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

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

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

SYMBOLS

- Work Area
- Sign With 18" x 18" (Min.) Orange Flag And Two B Light
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

GENERAL NOTES

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

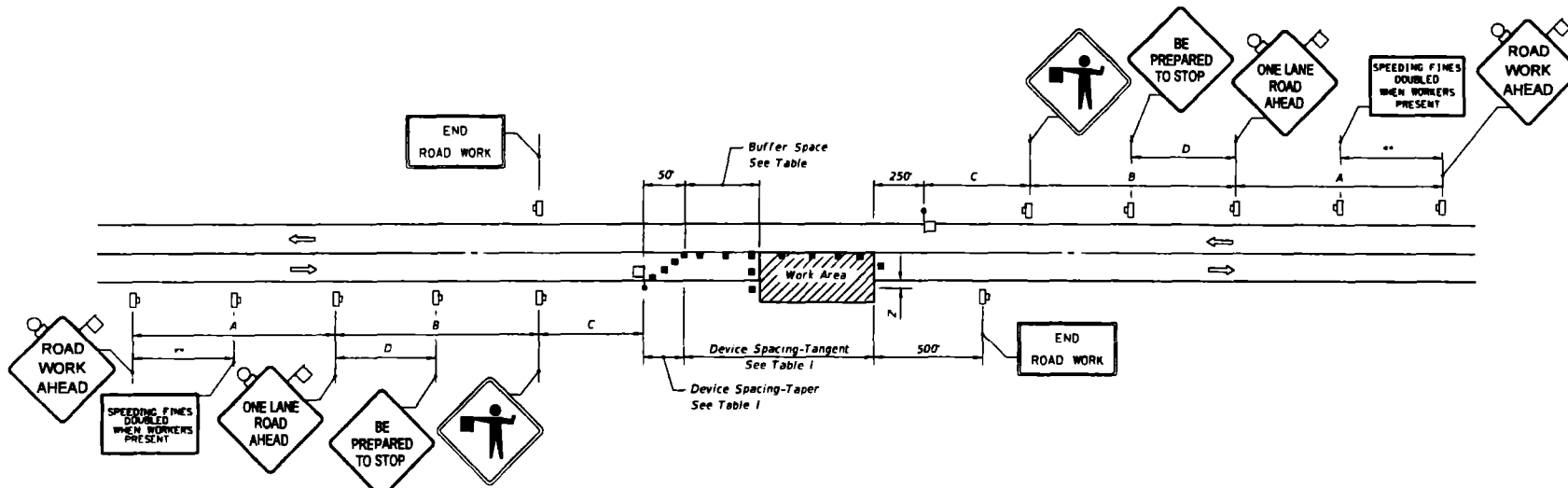
DURATION NOTES

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

CONDITIONS

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

LAST REVISION 07/01/07	DESCRIPTION: 	FDOT DESIGN STANDARDS FY 2012/2013	TWO-LANE, TWO-WAY, WORK ON SHOULDER	INDEX NO. 602	SHEET NO. 1
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Speed (mph)	Spacing (ft.)			
	A	B	C	D
40 or less	200	200	200	100
45	350	350	350	175
50	500	500	500	250
55 or greater	2640	1640	1000	500

* The ROAD WORK 1 MILE sign may be used as an alternate to the ROAD WORK AHEAD sign

** 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less

*** BE PREPARED TO STOP sign may be omitted for speeds of 45 MPH or less.

SYMBOLS

- Work Area
- Sign With 18" x 18" (Min.) Orange Flag And Type B Light
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Flagger
- Automated Flagger Assistance Devices (AFAD), With Gate
- Lane Identification + Direction of Traffic

Speed (mph)	TABLE 1 DEVICE SPACING			
	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25 to 45	20	50	20	50
50 to 70	20	50	20	100

GENERAL NOTES

- Work operations shall be confined to one traffic lane, leaving the opposite lane open to traffic.
- Additional one-way control may be effected by the following means:
 - Flag-carrying vehicle;
 - Official vehicle;
 - Pilot vehicles;
 - Traffic signals.

When flaggers are the sole means of one-way control, the flaggers shall be in sight of each other or in direct communication at all times.
- The ONE-LANE ROAD signs are to be fully covered and the FLAGGER signs either removed or fully covered when no work is being performed and the highway is open to two-way traffic.
- When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
- The two channelizing devices directly in front of the work area and the one channelizing device directly at the end of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
- For general TCZ requirements and additional information, refer to Index No. 600.

DURATION NOTES

- ROAD WORK AHEAD and the BE PREPARED TO STOP signs may be omitted if all of the following conditions are met:
 - Work operations are 60 minutes or less.
 - Speed limit is 45 mph or less.
 - No sight obstructions to vehicles approaching the work area for a distance equal to the buffer space.
 - Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
 - Volume and complexity of the roadway has been considered.

BUFFER SPACE	
Speed (mph)	Dist. (ft.)
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730

When Buffer Space cannot be attained due to geometric constraints, the greatest attainable length shall be used, but not less than 200 ft.

CONDITIONS

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

LAST REVISION
07/01/09

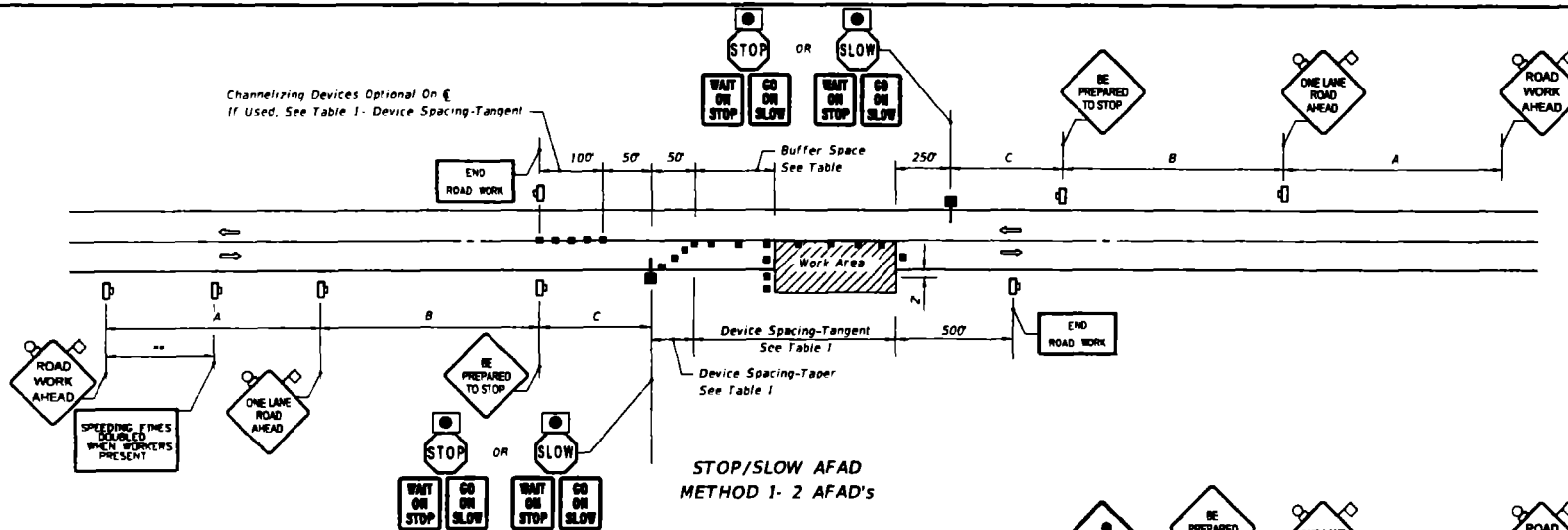
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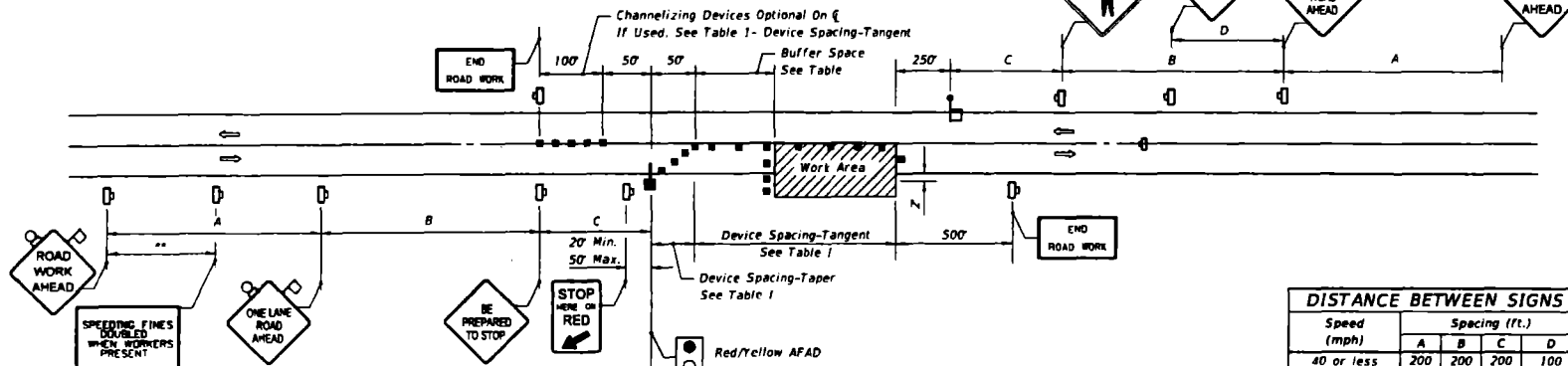
FDOT DESIGN STANDARDS
FY 2012/2013

TWO-LANE, TWO-WAY,
WORK WITHIN THE TRAVEL WAY

INDEX NO. 603
SHEET NO. 1



**STOP/SLOW AFAD
METHOD 1- 2 AFAD's**



**RED/YELLOW AFAD
METHOD 2- 1 AFAD AND A FLAGGER**

Speed (mph)	DISTANCE BETWEEN SIGNS			
	A	B	C	D
40 or less	200	200	200	100
45	350	350	350	175
50	500	500	500	250
55 or greater	2640	1640	1000	500

* (See Sheet 1 Notes)
** (See Sheet 1 Notes)

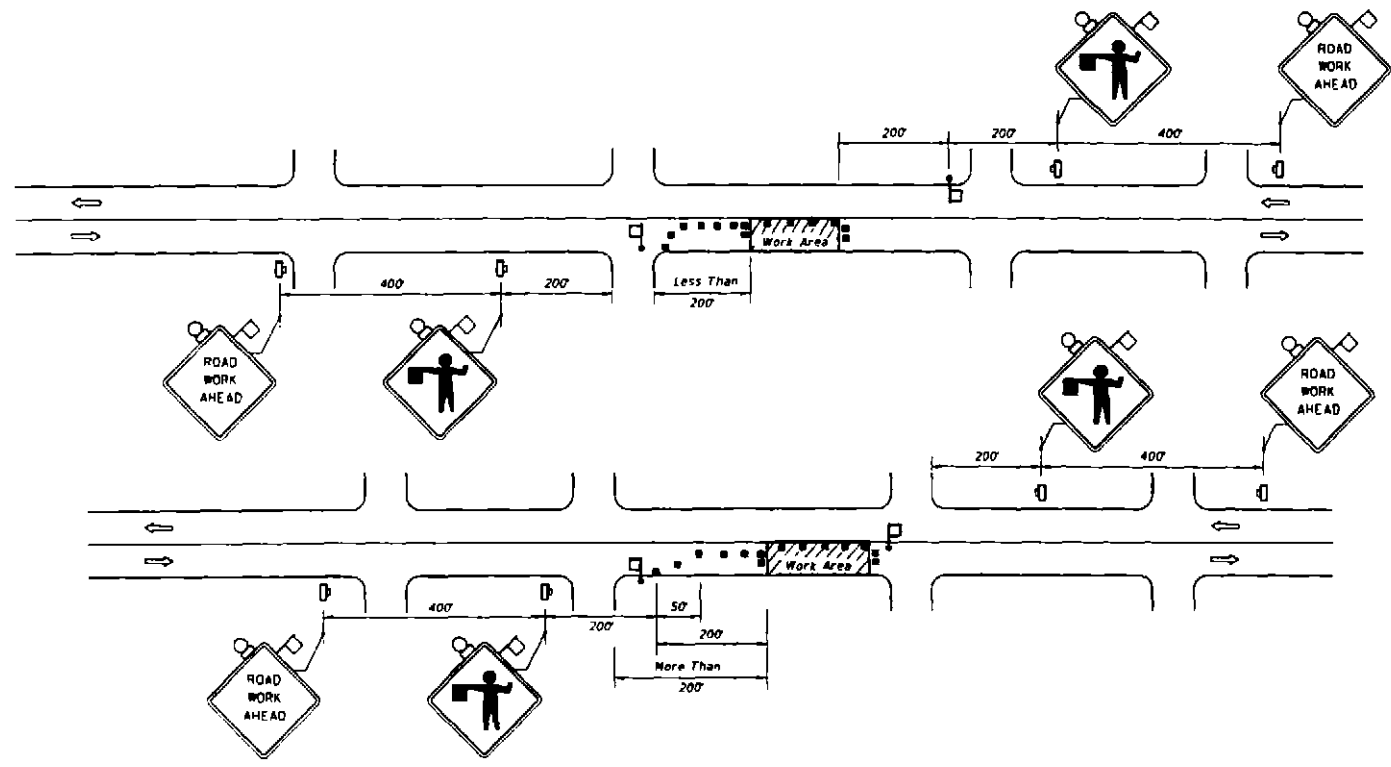
AUTOMATED FLAGGER ASSISTANCE DEVICES (AFAD) NOTES

1. AFAD's shall only be used in situations where there is only one lane of approaching traffic in the direction to be controlled.
 2. When used at nighttime, the AFAD flagging station shall be illuminated.
 3. When the AFAD is not in use, it shall be moved outside the clear zone or be shielded by a barrier or crash cushion and the signs associated with the AFAD shall be removed or covered.
 4. Duration Notes shown on sheet 1 of 2 do not apply when AFAD are used.
 5. Only qualified flaggers who have been trained in the operation of the AFAD may operate the AFAD. When in use, each AFAD must be in view of and attended at all times by the flagger operating the device. Use two flaggers and one of the following methods in the deployment of AFAD:
 Method 1: Place an AFAD at each end of the temporary traffic control zone
 Method 2: Place an AFAD at one end of the temporary traffic control zone and a flagger at the opposite end.
- A single flagger may simultaneously operate two AFAD (Method 1) or may operate a single AFAD on one end of the temporary traffic control zone while being the flagger at the opposite end of the temporary traffic control zone (Method 2) if all four of the following conditions are present:
 a. The flagger has an unobstructed view of the AFAD(s);
 b. The flagger has an unobstructed view of approaching traffic in both directions; and
 c. For Method 1, the AFAD's are less than 800 ft apart. For Method 2, the AFAD and the flagger are less than 800 ft apart.
 d. Ensure two trained flaggers are available on-site to provide normal flagging operations should an AFAD malfunction.

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LAST REVISION 07/01/10	DESCRIPTION: REVISION	 FDOT DESIGN STANDARDS FY 2012/2013	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX NO. 603	SHEET NO. 2
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1. 07/01/09
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CONDITIONS
 WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCR OACH ON THE PAVEMENT REQUIRING THE CLOSURE OF ONE TRAFFIC LANE, FOR WORK AREAS LESS THAN 200' DOWNSTREAM FROM AN INTERSECTION FOR A PERIOD OF MORE THAN 60 MINUTES.

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

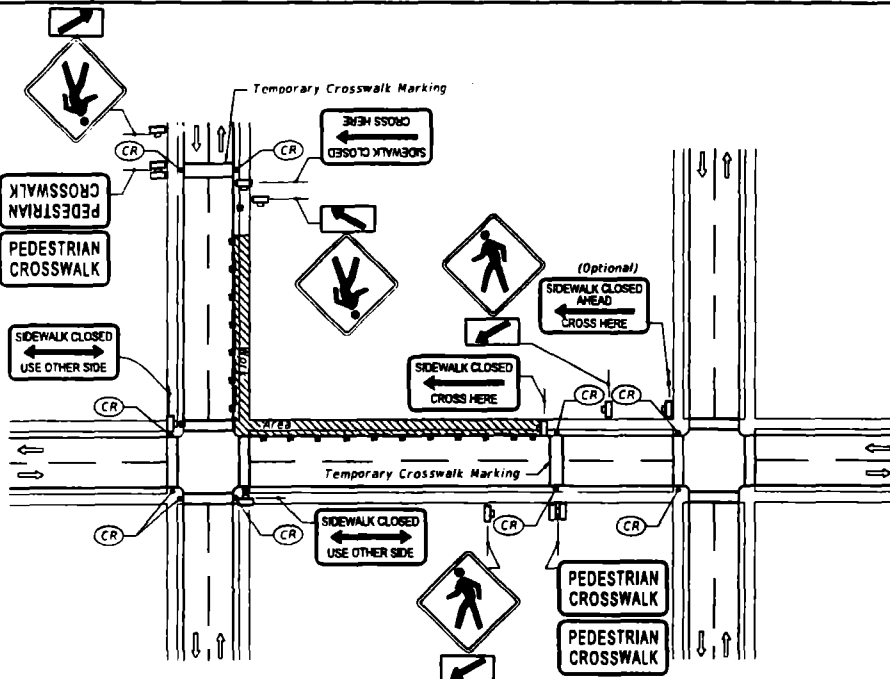
DURATION NOTES

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

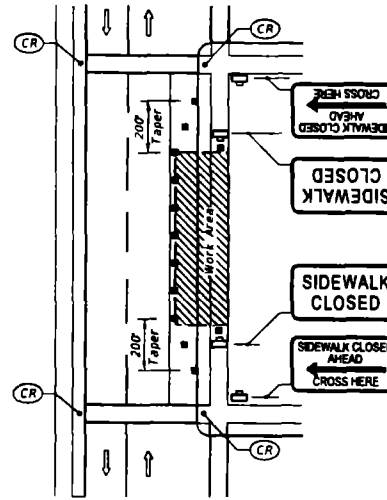
- SYMBOLS**
- Work Area
 - Sign With 18" x 18" (Min) Orange Flag And Type B Light
 - Channelizing Device (See Index No. 600)
 - Work Zone Sign
 - Flagger
 - Lane Identification + Direction of Traffic

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

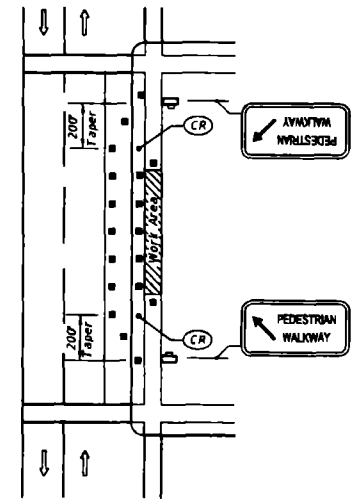
LAST REVISION	07/01/09	DESCRIPTION:	FDOT DESIGN STANDARDS FY 2012/2013	TWO-LANE, TWO-WAY, WORK NEAR INTERSECTION	INDEX NO.	SHEET NO.
					605	1



CORNER SIDEWALK CLOSURE WITH TEMPORARY CROSSWALKS



MID-BLOCK SIDEWALK CLOSURE



MID-BLOCK SIDEWALK CLOSURE WITH TEMPORARY WALKWAY

GENERAL NOTES

1. Only the signs controlling pedestrian flows are shown. Other work zone signs will be needed to control traffic on the streets.
2. For spacing of traffic control devices and general TCZ requirements refer to Index No. 600. Maximum spacing between barricades, vertical panels, drums or tubular markers shall not be greater than 25.
3. Street lighting should be considered.
4. For nighttime closures use Type A flashing warning lights on barricades supporting signs and closing sidewalks. Use Type C steady-burn lights on channelizing devices separating the work area from vehicular traffic.
5. Pedestrian traffic signal display controlling closed crosswalks shall be covered or deactivated.
6. Post Mounted Signs located near or adjacent to a sidewalk shall have a 7' minimum clearance from the bottom of sign to the sidewalk.
7. When construction activities involve sidewalks on both sides of the street, efforts should be made to stage the construction so that both sidewalks are not out of service at the same time.
8. In the event that sidewalks on both sides of the street are closed, pedestrians shall be guided around the construction zone.
9. Temporary walkways shall be a minimum of 4' wide with a maximum 0.02 cross slope and a maximum 0.05 running slope between ramps. Temporary walkways less than 5' in width shall provide for a 5' x 5' passing space at intervals not to exceed 200'. Temporary ramps shall meet the requirements for curb ramps specified in Index No. 304. Temporary walkway surfaces and ramps shall be stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment, stored materials, etc.
10. Temporary ramps and temporary crosswalk markings shall be removed with reopening of the sidewalk, unless otherwise noted in the plans. All work and materials associated with constructing temporary curb ramps and temporary crosswalk markings, removal and disposal of temporary curb ramps and temporary crosswalk markings, and restoration to original condition shall be paid for as Maintenance of Traffic, Lump Sum.

CONDITIONS

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

SYMBOLS

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Required Locations For Either Temporary Or Permanent Curb Ramps.
- Lane Identification + Direction of Traffic

LAST REVISION
07/01/09

DESCRIPTION:



FDOT DESIGN STANDARDS
FY 2012/2013

PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS

INDEX NO.
660

SHEET NO.
1

24

BID TABULATION 2013-9 ICHETUCKNEE AVE ROADWAY
IMPROVEMENTS

Oldcastle Southern Group	\$1,657,048.28
Curt's Construction	\$1,494,499.00
John C. Hipp	\$1,242,798.83
Anderson Columbia	\$1,344,874.26
C. A. Boone Construction	\$1,573,330.00

I have reviewed this Bid No. 2013-9 with Kevin Kirby and Chad Williams of the Public Works Department and we recommend award to John C. Hipp. They are the low bidder.

C. Ray Hill 
Purchasing Director

RECEIVED

APR 25 2013

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY
Board of County Commissioners
Columbia County

10:42
12

AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 7:00 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 4-24-13

Meeting Date: 5-2-13

Name: Kevin Kirby

Department: Operations

1. Nature and purpose of agenda item: AWARD Bid & Approve
Contract to resurface SW Ichetucknee Ave.

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

2. Fiscal impact on current budget.

Is this a budgeted item? N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

Account: _____

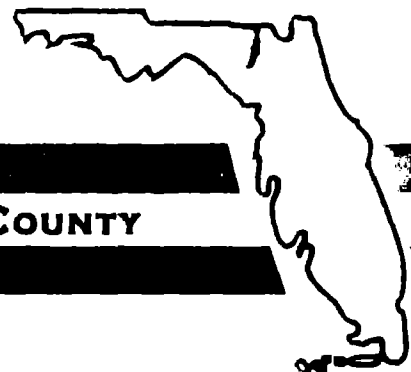
Account: _____

\$ _____

For Use of County Manger Only:

Consent Item Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Dale Williams, County Manager

FROM: Kevin Kirby, Operations Manager 

DATE: April 24, 2013

SUBJECT: SW Ichetucknee Avenue

I am requesting that the recent bid for the resurfacing of SW Ichetucknee Avenue be awarded to the lowest bidder, John C. Hipp Construction Equipment Company in the amount of \$1,242,798.83.

We will receive \$1,527,000 for this project from FDOT which will give us \$284,201.17 remaining that will be used for additional enhancements to SW Ichetucknee Avenue.

Attached is the contract for approval.

If you should need to discuss, please contact me.

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

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2013-9
SW Ichetucknee Ave. – Roadway Improvements**

BID PROPOSAL

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

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1 Mobilization	LS	1	43,543.00	43,543.00
2 Maintenance of Traffic	LS	1	20,000.00	20,000.00
3 Subsoil Excavation	CY	500	3.00	1,500.00
4 Limerock Material, 4" Loose Measure	CY	6,355	18.83	119,664.65
5 Mixing Existing Pavement, 12" Depth	SY	39,578	.45	17,810.10
6 Grading and Finishing Mixed Base	LS	1	71,189.00	71,189.00
7 Asphaltic Concrete SP 12.5(Structural) (1 1/2")	TN	5406	80.32	434,209.92
8 Asphaltic Concrete SP 9.5(Surface) (1 1/4")	TN	4425	87.00	384,975.00
9 Shoulder Rework	LS	1	14,300.00	14,300.00
10 Sod Strip 42"	SY	20,853	1.72	35,867.16
11 Seed and Mulch	LS	1	2,640.00	2,640.00
12 Staked Silt Fence	LF	500	1.00	500.00
13 Borrow Material	CY	2000	1.00	2,000.00
14 Intersections and Driveways	SY	2780	15.00	41,700.00
15 Pavement Markings	LS	1	30,000.00	30,000.00
16 Corrugated Metal Pipe, Side Drain, (18" x 40')	EA	11	500.00	5,500.00
17 Mitered End Section, 18"	EA	60	140.00	8,400.00

TOTAL 1,242,798.83

- 1 Item 2 includes all elements required for MOT and includes temporary centerline delineation
- 2 Item 4 shall include 4 inches limerock (loose measure) and placement before mixing begins with a mechanical spreader.
- 3 Average depth of item 5 shall be 12"(see attached geotechnical report)
- 4 Item 6 includes trenching (1'3" each side), mixing, shaping, compacting, finishing, and priming for placement of asphalt
- 5 Average spread rate of item 7 shall be 185 lb/sy.
- 6 Average spread rate of item 8 shall be 135 lb/sy.
- 7 Item 9 shall include scarifying/mixing shoulder.
- 8 Item 11 includes all areas disturbed not sodded.
- 9 Item 12 shall be placed at all areas of potential stormwater runoff as directed by the Engineer
- 10 Item 14 shall include 6" of limerock base and 1 1/2" of SP 12.5 asphaltic concrete. Driveways are estimated 56 @ 40 sy and intersections are estimated at 9 @ 60 sy.
- 11 Item 15 shall include stop bars and centerline/edgeline striping (2 coats each)
- 12 Item 16, pipe lengths include mitered ends
- 13 All items may be increased, decreased, or omitted as directed by the Engineer.

All materials and construction shall conform to both the requirements of the latest FDOT Standard Specifications for Road and Bridge Construction and the latest FDOT Design Standards.

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

FIRM John C. Hipp Construction Equipment Co., Inc
(Seal)

BY [Signature]
President

ATTEST [Signature] V.P.

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2013-9
SW Ichetucknee Ave. - Roadway Improvements**

BID PROPOSAL

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

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1 Mobilization	LS	1	31,440.00	31,440.00
2 Maintenance of Traffic	LS	1	40,963.45	40,963.45
3 Subsoil Excavation	CY	500	5.00	2,500.00
4 Limerock Material, 4" Loose Measure	CY	6,355	18.20	115,661.00
5 Mixing Existing Pavement, 12" Depth	SY	59,578	0.40	23,831.20
6 Grading and Finishing Mixed Base	LS	1	82,493.12	82,493.12
7 Asphaltic Concrete SP 12.5(Structural) (1 1/2")	TN	5406	86.33	466,699.98
8 Asphaltic Concrete SP 9.5(Surface) (1 1/4")	TN	4425	87.22	385,948.50
9 Shoulder Rework	LS	1	11,531.00	11,531.00
10 Sod Strip 42"	SY	20,853	1.85	38,578.05
11 Seed and Mulch	LS	1	11,580.00	11,580.00
12 Staked Silt Fence	LF	500	1.13	565.00
13 Borrow Material	CY	2000	2.08	4,160.00
14 Intersections and Driveways	SY	2780	17.70	49,206.00
15 Pavement Markings	LS	1	28,500.00	28,500.00
16 Corrogated Metal Pipe, Side Drain, (18" x 40')	EA	11	1,523.76	16,761.36
17 Mitered End Section, 18"	EA	60	574.26	34,455.60

TOTAL 1,344,874.26

- 1 Item 2 includes all elements required for MOT and includes temporary centerline delineation
- 2 Item 4 shall include 4 inches limerock (loose measure) and placement before mixing begins with a mechanical spreader.
- 3 Average depth of item 5 shall be 12"(see attached geotechnical report)
- 4 Item 6 includes trenching (1'3" each side), mixing, shaping, compacting, finishing, and priming for placement of asphalt
- 5 Average spread rate of item 7 shall be 165 lb/sy.
- 6 Average spread rate of item 8 shall be 135 lb/sy.
- 7 Item 9 shall include scarifying/mixing shoulder.
- 8 Item 11 includes all areas disturbed not sodded.
- 9 Item 12 shall be placed at all areas of potential stormwater runoff as directed by the Engineer
- 10 Item 14 shall include 6" of limerock base and 1 1/2" of SP 12.5 asphaltic concrete. Driveways are estimated 56 @ 40 sy and intersections are estimated at 9 @ 60 sy.
- 11 Item 15 shall include stop bars and centerline/edgeline striping (2 coats each)
- 12 Item 16, pipe lengths include mitered ends
- 13 All items may be increased, decreased, or omitted as directed by the Engineer.

All materials and construction shall conform to both the requirements of the latest FDOT Standard Specifications for Road and Bridge Construction and the latest FDOT Design Standards.

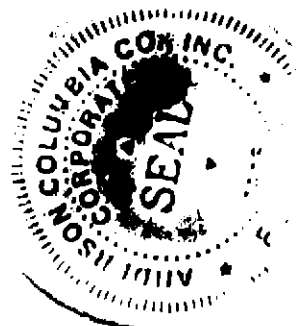
**ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS
ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM**

FIRM Anderson Columbia Co., Inc.

(Seal)

BY E. Tony Williams, Jr., Vice President

ATTEST Brian P. Schreiber, Secretary



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2013-9
SW Ichetucknee Ave. – Roadway Improvements

BID PROPOSAL

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

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	30,423.41	30,423.41
2	Maintenance of Traffic	LS	1	27,022.42	27,022.42
3	Subsoil Excavation	CY	500	6.50	3,250
4	Limerock Material, 4" Loose Measure	CY	6,355	19.00	120,745
5	Mixing Existing Pavement, 12" Depth	SY	59,578	1.04	61,961.12
6	Grading and Finishing Mixed Base	LS	1	135,000	135,000
7	Asphaltic Concrete SP 12.5(Structural) (1 1/2")	TN	5406	90.65	490,053.90
8	Asphaltic Concrete SP 9.5(Surface) (1 1/4")	TN	4425	91.59	403,285.75
9	Shoulder Rework	LS	1	30,000	30,000
10	Sod Strip 42"	SY	20,853	2.75	57,345.75
11	Seed and Mulch	LS	1	7,469.25	7,469.25
12	Staked Silt Fence	LF	500	2.00	1,000
13	Borrow Material	CY	2000	9.00	18,000
14	Intersections and Driveways	SY	2780	15.00	41,700
15	Pavement Markings	LS	1	33,000	33,000
16	Corrogated Metal Pipe, Side Drain, (18" x 40')	EA	11	1,158.40	12,742.40
17	Mitered End Section, 18"	EA	60	325	19,500

TOTAL **1,494,499**

- 1 Item 2 includes all elements required for MOT and includes temporary centerline delineation
- 2 Item 4 shall include 4 inches limerock (loose measure) and placement before mixing begins with a mechanical spreader.
- 3 Average depth of item 5 shall be 12"(see attached geotechnical report)
- 4 Item 6 includes trenching (1'3" each side), mixing, shaping, compacting, finishing, and priming for placement of asphalt
- 5 Average spread rate of item 7 shall be 165 lb/sy.
- 6 Average spread rate of item 8 shall be 135 lb/sy.
- 7 Item 9 shall include scarifying/mixing shoulder.
- 8 Item 11 includes all areas disturbed not sodded.
- 9 Item 12 shall be placed at all areas of potential stormwater runoff as directed by the Engineer
- 10 Item 14 shall include 6" of limerock base and 1 1/2" of SP 12.5 asphaltic concrete. Driveways are estimated 56 @ 40 sy and intersections are estimated at 9 @ 60 sy.
- 11 Item 15 shall include stop bars and centerline/edgeline striping (2 coats each)
- 12 Item 16, pipe lengths include mitered ends
- 13 All items may be increased, decreased, or omitted as directed by the Engineer.

All materials and construction shall conform to both the requirements of the latest FDOT Standard Specifications for Road and Bridge Construction and the latest FDOT Design Standards.

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

FIRM Curt's Construction, Inc. (Seal)
 BY *Dana Haynes*
 President
 ATTEST *Dana Haynes*
 Secretary

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2013-9
SW Ichetucknee Ave. – Roadway Improvements**

BID PROPOSAL

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

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	59,000	59,000
2	Maintenance of Traffic	LS	1	53,000	53,000
3	Subsoil Excavation	CY	500	10.00	5,000
4	Limerock Material, 4" Loose Measure	CY	6,355	18.00	114,390
5	Mixing Existing Pavement, 12" Depth	SY	59,578	1.15	68,514
6	Grading and Finishing Mixed Base	LS	1	83,000	83,000
7	Asphaltic Concrete SP 12.5(Structural) (1 1/2")	TN	5406	93.00	502,758
8	Asphaltic Concrete SP 9.5(Surface) (1 1/4")	TN	4425	93.00	411,525
9	Shoulder Rework	LS	1	56,499	56,499
10	Sod Strip 42"	SY	20,853	2.35	49,004
11	Seed and Mulch	LS	1	35,200	35,200
12	Staked Silt Fence	LF	500	3.00	1,500
13	Borrow Material	CY	2000	10.00	20,000
14	Intersections and Driveways	SY	2780	19.00	52,820
15	Pavement Markings	LS	1	33,000	33,000
16	Corrugated Metal Pipe, Side Drain, (18" x 40')	EA	11	920	10,120
17	Mitered End Section, 18"	EA	60	300.00	18,000

TOTAL 1,573,330.00

- 1 Item 2 includes all elements required for MOT and includes temporary centerline delineation
- 2 Item 4 shall include 4 inches limerock (loose measure) and placement before mixing begins with a mechanical spreader.
- 3 Average depth of item 5 shall be 12"(see attached geotechnical report)
- 4 Item 6 includes trenching (1'3" each side), mixing, shaping, compacting, finishing, and priming for placement of asphalt
- 5 Average spread rate of item 7 shall be 165 lb/sy.
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- 7 item 9 shall include scarifying/mixing shoulder.
- 8 Item 11 includes all areas disturbed not sodded.
- 9 Item 12 shall be placed at all areas of potential stormwater runoff as directed by the Engineer
- 10 Item 14 shall include 6" of limerock base and 1 1/2" of SP 12.5 asphaltic concrete. Driveways are estimated 56 @ 40 sy and intersections are estimated at 9 @ 60 sy.
- 11 Item 15 shall include stop bars and centerline/edgeline striping (2 coats each)
- 12 Item 16, pipe lengths include mitered ends
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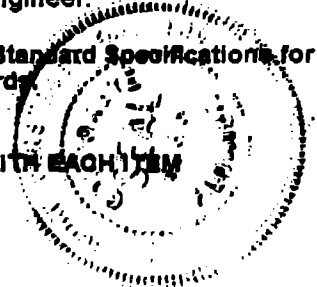
All materials and construction shall conform to both the requirements of the latest FDOT Standard Specifications for Road and Bridge Construction and the latest FDOT Design Standards.

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

FIRM C A BOONE CONSTRUCTION, INC (Seal)

BY *[Signature]*
President James F. Boone

ATTEST *[Signature]*
Sherry Font (Secretary)



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2013-9
SW Ichetucknee Ave. – Roadway Improvements**

BID PROPOSAL

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

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1 Mobilization	LS	1	71,773.10	71,773.10
2 Maintenance of Traffic	LS	1	86,641.39	86,641.39
3 Subsoil Excavation	CY	500	19.30	9,650.00
4 Limerock Material, 4" Loose Measure	CY	6,355	19.19	121,952.45
5 Mixing Existing Pavement, 12" Depth	SY	59,578	1.03	61,365.54
6 Grading and Finishing Mixed Base	LS	1	155,785.28	155,785.28
7 Asphaltic Concrete SP 12.5(Structural) (1 1/2")	TN	5406	85.74	464,591.64
8 Asphaltic Concrete SP 9.5(Surface) (1 1/4")	TN	4425	90.37	399,887.25
9 Shoulder Rework	LS	1	22,223.07	22,223.07
10 Sod Strip 42"	SY	20,853	1.72	35,867.16
11 Seed and Mulch	LS	1	7,000.00	7,000.00
12 Staked Silt Fence	LF	500	1.00	500.00
13 Borrow Material	CY	2000	6.24	12,480.00
14 Intersections and Driveways	SY	2780	45.62	126,823.60
15 Pavement Markings	LS	1	31,500.00	31,500.00
16 Corrugated Metal Pipe, Side Drain, (18" x 40')	EA	11	1,848.00	20,328.00
17 Mitered End Section, 18"	EA	60	478.00	28,680.00

TOTAL 1,657,048.28

- 1 Item 2 includes all elements required for MOT and includes temporary centerline delineation
- 2 Item 4 shall include 4 inches limerock (loose measure) and placement before mixing begins with a mechanical spreader.
- 3 Average depth of item 5 shall be 12"(see attached geotechnical report)
- 4 Item 6 includes trenching (1'3" each side), mixing, shaping, compacting, finishing, and priming for placement of asphalt
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**ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS
ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM**

FIRM Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc.
(Seal)

BY 
President John W. Taylor, Vice President

ATTEST 
Melinda Lewis, Asst. Sec.

COLUMBIA COUNTY, FLORIDA

ROADWAY CONSTRUCTION CONTRACT

SW Ichetucknee Avenue – Pavement Rehabilitation and Resurfacing)

THIS AGREEMENT is entered in and effective as of the _____ day of _____, 2013, by and between **COLUMBIA COUNTY, FLORIDA**, (“County”), with its principal place of business located at 135 NE Hernando Avenue, Lake City, Florida 32055, and its mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, and **JOHN C. HIPP CONSTRUCTION EQUIPMENT COMPANY, INC.**, a Florida corporation, (“Contractor”), whose mailing address is P.O. Box 1000, Alachua, Florida 32616, its successors and assigns.

WHEREAS, County has accepted the bid proposal of Contractor for the rehabilitating and resurfacing of SW Ichetucknee Avenue, Columbia County Project No. 2013-9 (herein “the project”); and

WHEREAS, the parties wish to memorialize the County’s acceptance of Contractor’s bid, and the specific terms and conditions of the agreement between the parties as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and the mutual covenants, rights and responsibilities set forth herein as well as other good and valuable consideration which the parties acknowledge, they agree as follows:

1. **RECITALS**: The recitals set forth herein are true and correct.
2. **SCOPE OF WORK**: Contractor agrees with County, for the consideration herein mentioned, and at its own proper cost and expense, to do all the work and furnish all materials, equipment, supplies and labor necessary to carry out this agreement in the manner and to the full extent as set forth in the Project Bid, specifications, proposal and the accompanying plans, and the notes as attached to plans, all of which are hereby adopted and to the satisfaction of the duly authorized representative of the County who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under the agreement.

3. **CONTRACT PRICE:** The County agrees to pay Contractor for the strict performance of its work as described herein the total sum of **ONE MILLION, TWO HUNDRED FORTY TWO THOUSAND, SEVEN HUNDRED NINETY EIGHT, AND 83/100 (\$1,242,798.83) DOLLARS** as provided in Contractor's bid proposal to County. This sum shall include all permits, fees, inspection costs and other taxes required by any division of the federal, state or local government, subject to addition and deductions for changes in the work as may be agreed upon, in writing, between the parties. Payment of the total sum shall be made in accordance with the Project Bid and documents.

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

5. **INSPECTION AND TESTING:** All work and materials shall be subject to inspection and approval by the County or its designee or other representative. Approval by the County of work, materials and other items inspected or reviewed shall not relieve Contractor of responsibility of complying with the terms and conditions of this agreement.

6. **DEVIATIONS AND SUBSTITUTIONS:** Contractor shall not deviate from the plans and specifications for the project without the prior written consent of the County or its representative. Contractor shall identify any variations from specifications on any specific items. Failure to identify any variations shall be interpreted to mean that the equipment, fixture or material meets all of the requirements of the specifications. Any additional costs to the County as a result of such changes or substitutions or the selection of options or alternates shall be borne by Contractor who shall indemnify and

hold the County harmless from claims for additional costs.

7. **TIME IS OF THE ESSENCE:** Contractor shall initiate its work when directed to proceed by the County and shall thereafter proceed and complete performance of the work promptly, diligently and in such a manner and sequence as to permit completion of the project within the time provided by the agreement, including the specifications.

Time is of the essence in the performance of the obligations of Contractor, and should Contractor in any way cause delay resulting in loss or damage to the County or any loss or damage for which the County may become liable, Contractor and its surety, if any, shall be liable for such and shall indemnify and hold the County harmless therefrom to the fullest extent permitted by law.

8. **TIME EXTENSION:** Should Contractor's performance of this agreement be delayed or disrupted by any acts of the County or other subcontractors of the County, or force majeure, or availability of materials as approved by the County representative, Contractor may receive an equitable extension of time for the performance of this agreement but shall not be entitled to any increase in the agreement price or to damages or additional compensation as a consequence of such delays or interruptions.

9. **PAYMENT TERMS:**

a. Based upon applications for payment submitted to the County and certificates of payment issued by Contractor, subject to verification thereof by County and its representatives, the County shall make progress payments on account of the contract sum to Contractor as provided herein and elsewhere in the project documents. Application for payment shall be on a form approved by the County or its project representative which will include a breakdown showing the value of each phase of work in relation to the total contract price and include the date of the application.

b. The terms of each payment shall be net 30 days from receipt of the application for payment approved by the County's representative. Each application for payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the application for payment. Payments of invoices timely submitted and approved will be monthly. The County shall be entitled to a 10% retainage, and final payment shall not be due until Contractor has submitted and filed its contractor's affidavit that all

subcontractors and suppliers of labor and materials or services to the project have been paid in full. Lien releases shall be obtained from any subcontractor or supplier which have provided notice to the County.

c. Upon receipt of payment from the County for work performed by Contractor, Contractor shall in turn and in the same manner make payment to its suppliers and subcontractors upon payment to Contractor for work performed and materials furnished by said suppliers and subcontractors and to the extent of their respective interests therein. All material and work covered by payments shall become the property of the County, but this provision shall not relieve Contractor from the sole responsibility for all work and material upon which payments have been made. Contractor agrees that as a condition precedent to receiving partial payments from the County for work performed pursuant to this agreement, Contractor shall execute and deliver to County with its request for partial payment as above provided, a full and complete release of all claims and causes of action Contractor may have or claim to have against County through the date of execution of said release, save and except for those claims which Contractor shall specifically list on said release and described in a manner sufficient for the County to identify such claim or claims with certainty.

10. **RETENTION**: Notwithstanding any all provision of this agreement, it is agreed that the County shall retain 10% of the amount due Contractor as progress payments or under partial payment estimates for work performed by Contractor until final completion and acceptance of Contractor's work by the County.

11. **GROUND FOR WITHHOLDING PAYMENT/NOTIFICATION**:
The County may withhold from progress payments an amount sufficient to protect the County because:

- a. Defective work has not been remedied.
- b. Claims, levies, attachments, stop notices or court orders have been filed or reasonable evidence indicates probable filing of such claims, levies, attachments, notices or orders, including claims covered by insurance until such claims are accepted by the insurance carrier.
- c. It is alleged that Contractor has failed to make payments properly to its subcontractors or for labor, materials or equipment, transportation or shipping costs, taxes, fees or any other claims arising out of Contractor's work or

Contractor fails or refuses to produce proof requested by the County that such payments have been made.

d. There exists reasonable doubt that Contractor's work can be completed for the unpaid balance of the contract price.

e. There exists reasonable doubt that Contractor's work will be completed on schedule or in compliance with the schedule.

f. Contractor is not satisfactorily prosecuting the work of this agreement.

g. A petition for bankruptcy or reorganization has been filed by or against Contractor.

h. Any other material breach of this agreement by Contractor which has not been cured after reasonable notice from the County thereof.

Amounts as are then due shall be paid or credited to Contractor when Contractor removes the above grounds for withholding payment.

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

13. **CONDITIONS PRECEDENT TO FINAL PAYMENT:** All conditions of this contract which apply to partial payments shall also apply to final payments. Request for final payment must, if requested by County, be accompanied by written release of the County of all claims arising by virtue of this contract and an affidavit by Contractor that all labor, material and other bills have been paid. Final payment by the County shall not be construed as acceptance of defective work or improper materials. County, in its sole discretion, may require a consent of surety with power of attorney

from Contractor's surety consenting to final payment, and shall be conditions precedent to the making of final payment by the County to Contractor.

14. **PAYMENT AND PERFORMANCE GUARANTEES:**

a. As a condition precedent to the award of this contract agreement to Contractor by County, Contractor shall maintain in full force and effect during the term of agreement a good, sufficient and acceptable 100% performance bond and a 100% payment bond on a form approved by the County, written by a surety company acceptable to the County. The cost of the bond required herein is included in the contract price.

b. No change, alteration or modification in or deviations from this agreement or the contract documents shall release or exonerate in whole or in part any surety on any bond given in connection with this agreement. The County shall not be under any obligation to notify the Surety or Sureties of any such change. Any increase in the contract amount shall automatically result in a corresponding increase in the penal amount of the bonds without notice to or consent from the Surety, such notice and consent being hereby waived. Decreases in the contract amount shall not, however, reduce the penal amount of the bonds unless specifically provided in said change order increasing or decreasing the scope of work.

15. **INSURANCE:** Contractor shall purchase and maintain such insurance as will protect it and County from the claims set forth below which may arise out of or result from Contractor's operations under this agreement whether such operations be by Contractor or by anyone directly or indirectly employed by Contractor, including Contractor's subcontractors, or by anyone for by whose acts any of them may be liable:

a. Claims under workers' compensation as required by state law, disability benefit and other similar employee benefit acts which are applicable to the work to be performed. Contractor will require all his subcontractors to have and provide proof of workers' compensation insurance.

b. Claims for damages, other than to the work itself, because of injury to or destruction to tangible property including loss of use thereof.

c. Claims for damages because of bodily injury or death or any personal property damage arising out of the ownership, maintenance or use of any motor vehicle.

d. Commercial general liability insurance.

Before starting the work, Contractor shall furnish a Certificate of Insurance on Contractor's insurance carrier's standard form, and, if requested by the County, copies of, all insurance policies in duplicate to the County office. All policies are to be written through a company duly authorized to transact that class of insurance in the State of Florida, and shall be with insurance companies acceptable to the County. The workers' compensation and employer's liability policies shall contain waivers of subrogation in favor of the County. The Certificates of Insurance and policies for the commercial general liability and business automobile liability policies shall name the County as additional insured, shall be endorsed to be primary and noncontributory to any insurance which may be maintained by or on behalf of Contractor; shall be on an "occurrence" basis and shall include "Limits Apply Per Project" with respect to the commercial general liability coverages. Contractor's certificate shall further provide that insurance will not be canceled or changed prior to at least thirty (30) days' written notice to County.

Commercial general and automobile liability insurance as required herein shall be written for not less than the following limits of liability or as required by the bid documents, whichever is greater:

e. Commercial general liability \$1,000,000 each occurrence and \$2,000,000 general aggregate.

f. Commercial automobile coverage shall include \$2,000,000 bodily injury each/person occurrence, and property damage aggregate for this project, combined single limits.

g. Umbrella excess liability each occurrence and aggregate \$5,000,000.

16. **INDEMNIFICATION:**

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

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

- (1) the liability for claims and liens for labor performed or materials used or furnished through or under Contractor for the project for which Contractor is liable due to any failure of Contractor to adhere to the terms of this agreement or any of the contract documents;
- (2) liability to County resulting from Contractor's failure to comply with applicable licensing requirements;
- (3) any personal injury, loss, damage or death to any person or persons (including employees, officers or agents of County, Contractor and lower tier subcontractors) and any property damage arising out of, result from, or in connection with the performance or non performance of work required in this contract or by reason of any act, omission, fault or negligence whether active or passive of Contractor whether on the project or proceeding to or from the site, including, without limitation, any personal injury, loss, damage, death or property damage caused (or alleged to be caused) by any negligent or grossly negligent act, error or omission of any person or entity, including any Indemnified Party whether such Indemnified Party's or the person's or entity's negligence be joint or concurrent however, Contractor shall not be required to indemnify an Indemnified Party for that party's sole negligence; or
- (4) liability imposed upon County directly or indirectly by Contractor's failure or the failure of any of its employees to comply with any law, ordinance, rule, regulation or requirement, including, but not limited to, any Occupational Safety and Health Administration violations and any

penalties, including enhancements, resulting in whole or in part by subcontractor's acts or omissions as well as the Immigration Reform and Control Act of 1986 and all rules and regulations adopted pursuant thereto.

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

d. Neither final payment by County nor acceptance of the work performed by Contractor shall constitute a waiver of the foregoing indemnities and duty to defend, and notwithstanding any other provision contained in this contract agreement, the provisions of this Article shall survive the termination of the contract agreement for any reason whatsoever.

17. **WARRANTIES AND GUARANTEES:** Unless a longer period is provided in the contract documents, or by law, Contractor shall repair or replace at its own expense and at the convenience of County, any defects in workmanship or materials discovered within one year from the date of written acceptance of the work by County and its representative. Contractor and its surety shall remain liable to County for any defects or alleged defects, whether patent or latent, in materials or workmanship attributable to or caused by Contractor's work was not performed in accordance with the contract documents, such liability and responsibility to remain for so long a period of time as permitted by law.

In any event Contractor and/or its surety shall pay for all damage to the project resulting from defects in the work and expenses necessary to remove, replace and/or repair the work and any other work which may be damaged in removing or repairing the work.

18. **ACCESS TO BOOKS AND RECORDS:**

a. Contractor shall permit access to its books, records and accounts by representatives of the County for purposes of investigation to ascertain compliance with this agreement when reasonably necessary. In the event of Contractor's noncompliance with the equal employment opportunity laws, this contract may be terminated for default.

b. Records of costs incurred and payments made under the terms of this agreement shall be maintained by Contractor and made available upon request to County at all times during the term of this agreement and for five (5) years after final payment is made. Copies of these documents and records shall be forwarded to the County upon request. Records of costs incurred include County's general accounting records and the project records, together with supporting documents and records of second party and all subcontractors performing work on the project, and all other records of Contractor and subcontractors which may be necessary for audit purposes and public records required by Chapter 119, Florida Statutes. Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this agreement. Such records shall be maintained by Contractor for a minimum of five (5) years after final payment is made under this agreement.

19. **CHANGES AND EXTRA WORK:** Contractor recognizes that the County or its authorized representative shall be the binding and final authority on the interpretation of the plans and specifications. Contractor shall be bound by all interpretations of the County or its authorized representative.

(a) The County may at any time, unilaterally or by agreement with Contractor, without notice to the sureties make changes in the work covered by this agreement. Any mutual agreement must be agreed upon in writing signed by the parties.

(b) When the County requests a proposal, Contractor shall submit change order proposals within seven (7) calendar days, unless a shorter time is specified elsewhere in the Agreement, in a form acceptable to the County. The quotation shall be supported by a cost breakdown which shall include a quantity survey, unit prices and unit labor hours, markup for overhead and profit and other information as requested by County.

(c) Upon written direction by the County, Contractor specifically stating that an equitable adjustment in contractor price will be made, Contractor shall proceed with specified extra work or changes so as not to delay the work. Contractor shall submit an estimate for the extra work or changes within seven (7) calendar days, unless a shorter time is specified elsewhere in the Agreement, of receipt of the directive.

(d) Unless otherwise stated in the Contract Documents, the sum to be paid to Contractor, including for its combined overhead and profit for additive changes shall be the cost of the change.

20. **CONTRACTOR/COUNTY DISPUTES:** In the event of any dispute involving the work performed or to be performed, County shall issue a written decision or written directive which shall be followed by Contractor, without interruption, deficiency, or delay. If Contractor does not agree with such decision, Contractor may make a claim pursuant hereto and the matter shall be resolved as set forth below.

a. Under this contract, Contractor shall not have the right to compensation to satisfy any claim for additional compensation or costs incurred as a result of costs, liabilities, or debts of any kind whatever from any act or omission attributable to County unless Contractor has provided notice to the County or its representative within 10 days after Contractor learns of the event giving rise to the claim allowing County a reasonable time to cure any act or omission giving rise to the claim, and County determining that a claim for such additional compensation or costs exist, and if reasonably possible the detail claim therefor.

b. Notwithstanding anything in the contract documents to the contrary, County, Contractor and Contractor's surety agree that all claims, disputes and other matters in controversy between County and Contractor arising out of or relating to the contract or the breach thereof unless otherwise mutually agreed by the parties, shall be submitted through litigation to the appropriate forum in Columbia County, Florida, determination in accordance with the laws of the State of Florida. Columbia County, Florida shall be the sole and exclusive venue for any such dispute resolution or legal action.

c. Unless otherwise agreed in writing by the parties, Contractor shall carry on the work and maintain its progress during any litigation or mediation proceedings and County shall continue to make payments to Contractor in accordance with the contract documents.

21. **DEFAULT AND TERMINATION:**

a. **Termination for Cause:** If, in the opinion of County or its representative, Contractor at any time refuses or neglects to supply a sufficiency of skilled workmen or materials of the proper quality and quantity, or fails in any respect to prosecute the work with promptness and diligence, or causes by any actor omission the stoppage or delay of or interference with the work of any other contractors on the project, or fails in the performance of any of the agreements on its part contained herein, County shall be at liberty, if Contractor has failed to cure such default within three days' following written notice to Contractor, mailed or delivered to the last known address of the latter, to provide through itself or through others, any such labor or materials, and to deduct the cost thereof from any money due or thereafter to become due to Contractor under this Agreement, and County shall also be at liberty to terminate all or part of Contractor' right to proceed with the said work and to enter on the premises and take possession, for the purpose of completing the work included in this agreement, of all materials thereon, and to employ any other person or persons to finish the work, and to provide materials therefor. Contractor shall not be entitled to receive any further payment under this agreement until the said work shall be wholly finished. If the unpaid balance of the amount to be paid under this agreement shall exceed the expense incurred by County in finishing the said work, such excess shall be paid by the County to Contractor; but if such expense shall exceed such unpaid balance, then Contractor shall pay the difference to County. The expense incurred by County shall include the cost of furnishing materials and of finishing the work, and any damage incurred through the default of Contractor.

It is recognized that if Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate Contractor's performance of this agreement. Accordingly, it is agreed that upon the occurrence of such event, County shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to comply with such request within ten (10) days of delivery of the request shall entitle County to terminate this Agreement and to the accompanying rights set forth above. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, County shall be entitled to proceed with the work with its own forces or with other contractors on a time and

material or other appropriate basis, the cost of which will be back-charged against the contract sum hereof.

In the event Contractor is terminated by County for any reason, Contractor agrees that any and all subcontracts or purchase orders which may have covering the work which is the subject of this agreement may, at County's option, be fully assigned by Contractor to County upon written notice to such subcontractors and vendors by County; and Contractor shall include in such subcontracts and purchase orders appropriate language to such effect.

b. **Other Remedies for Default Other Than Termination:** Should Contractor (a) fail to correct, replace and/or re-execute faulty or defective work and/or materials furnished under the contract; (b) fail to complete or diligently proceed with this contract within the time required by County; (c) fails to correct or repair any damage to the work caused by Contractor, or those for whom it is responsible, or by virtue of Contractor's failure to protect its work; (d) refuse or fail to provide sufficient properly skilled workers, adequate supervision or materials; or (e) otherwise be in default of any provision of this contract or the contract documents, then County, upon three (3) days prior written notice to Contractor, shall have the right to correct, replace or otherwise remedy any such defects, deficiencies or delayed performance by any reasonable and expedient means, including taking over or supplementing Contractor's work and materials and employing such additional labor, equipment and materials as may be necessary to cure the default and achieve compliance with the contract and the contract documents. In such event, County may deduct and withhold from payments then or thereafter to become due Contractor the cost of correcting such deficiencies, plus overhead of fifteen percent (15%) to cover costs not readily ascertainable and not as a penalty. If payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall promptly pay the difference to the County.

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

22. **MISCELLANEOUS:**

a. **Legal fees:** If one party to this Agreement institutes litigation or

mediation with the other party, arising out of the terms and conditions of this agreement, or performance under this agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and consultant's fees. The parties agree that the fee award need not be computed in accordance with any court schedule, but shall be such as to fully reimburse all fees actually incurred in good faith, it being the intention of the parties to fully compensate for all fees paid or incurred in good faith. The prevailing party is that party receiving substantially the relief sought, whether by way of settlement, award or judgment.

b. Notices: All notices, consents, requests or other communications hereunder shall be in writing, unless otherwise expressly provided to the contrary and shall be deemed to have been made or given when mailed, delivered, telegraphed or transmitted as electronic facsimile to the other party at the address noted in the Contract. Either party may designate a different address by notice given to the other.

c. Severability: If any clause or provision of the contract documents should be determined to be illegal, invalid or unenforceable under present or future laws effective during the term of the contract, then and in that event, it is the express intention of the parties hereto that the remainder of the contract documents shall not be affected thereby, and it is also the express intention of the parties that in lieu of each clause or provision of the contract documents which may be determined to be illegal, invalid or unenforceable, there may be added as part of the contract documents a clause or provision as similar in terms of such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

d. Non-Waiver: No action or failure to act, delay or omission by County to exercise any right or remedy shall impair such right or remedy or any other right or remedy or be construed to be a waiver of any default or acquiescence therein.

e. Right of Assignment: This Contract and the proceeds from this contract shall not be assigned without the written consent of County, and if applicable, Contractor's surety.

f. Information Required by Owner: In addition to the information to be provided by Contractor pursuant to other provisions of this contract, Contractor

hereby agrees to provide, at no additional cost to County, and in a prompt and timely fashion so as not to disrupt the performance of this contract, any and all additional information relating to this contract which is required either by the contract documents or by law.

g. Venue: This contract shall be governed in accordance with the laws of the State of Florida and the state courts of Columbia County, Florida shall be the proper and sole venue for any legal action regarding this contract.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

COLUMBIA COUNTY, FLORIDA

Witness

Print or type name

By: _____
Stephen E. Bailey, Chairman
Board of County Commissioners

Witness

Print or type name

ATTEST: _____
P. DeWitt Cason, Clerk of Court

(SEAL)

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by **STEPHEN E. BAILEY**, as Chairman, of the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, on behalf of the Board, who is personally known to me.

(NOTARIAL
SEAL)

Notary Public, State of Florida

My Commission Expires:

Signed, sealed and delivered
in the presence of:

**JOHN C. HIPPI CONSTRUCTION
EQUIPMENT COMPANY., INC.**

Witness

Print or type name

Witness

Print or type name

By: _____
Print: _____
Title: _____

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, as the _____ of **JOHN C. HIPPI CONSTRUCTION EQUIPMENT COMPANY, INC**, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced a Florida driver's license as identification.

(NOTARIAL
SEAL)

Notary Public, State of Florida

My Commission Expires:

25

BID TABULATION SAND LOADING AND HAULING WINFIELD SOLID WASTE FACILITY

COMPANY NAME	LOADING	HAULING
Boyer Construction	.98	5.49
Curt's Construction	1.00	8.00
R. O. T. Ranch Construction	.65	3.53
Anderson Columbia	1.00	5.25
Register Investments	.95	6.20
Richardson Site Prep	.65	4.50

The above numbers are per Cubic Yard.

It is recommended that this contract be awarded to R. O. T. Ranch Construction. They were the lowest qualified bidder for both Loading and Hauling sand per Cubic Yard.

C. Ray Hill 
Purchasing Director

RECEIVED

APR 25 2013

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY
Columbia County Commissioners
Columbia County

AGENDA ITEM REQUEST FORM

PCB
10:42

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 7:00 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 4-25-13

Meeting Date: 5-2-13

Name: Kevin Kirby

Department: Operations

1. Nature and purpose of agenda item: AWARD bid & APPROVE CONTRACT FOR SAND loading/hauling for landfill cell IV construction to R.O.T. Ranch Const

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

2. Fiscal impact on current budget.

Is this a budgeted item? N/A

Yes Account No. 40134005346063

No Please list the proposed budget amendment to fund this request

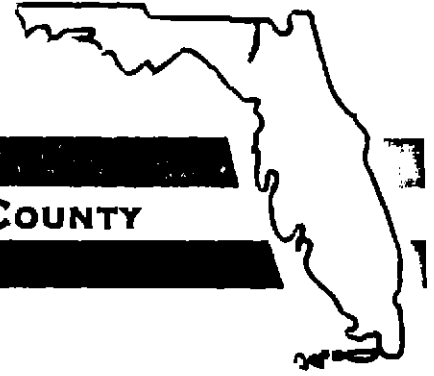
Budget Amendment Number: _____

FROM	TO	AMOUNT
Account: _____	Account: _____	\$ _____

For Use of County Manger Only:

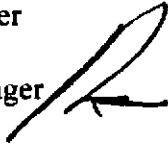
Consent Item Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Dale Williams, County Manager
FROM: Kevin Kirby, Operations Manager 
DATE: April 25, 2013
SUBJECT: Landfill Cell IV Sand Hauling

Attached please find bids for the loading and hauling of the sand for the construction of Cell IV at the Landfill. The low bidder for both the loading and hauling of the sand is R.O.T. Ranch Construction.

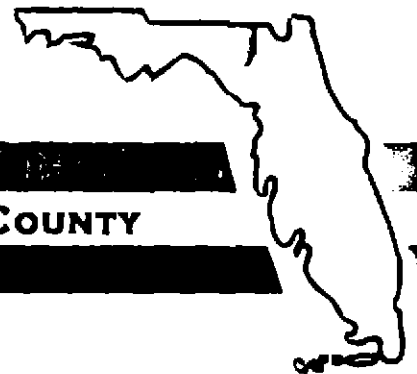
Please award the bid and approve the contract for R.O.T. Ranch Construction.

If you should need to discuss, please contact me.

Cc: Ed Lontz, Landfill Director
Lisa Roberts, Administration Manager

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

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

TO: Kevin Kirby, Operations Division Manager
FROM: Chad Williams P.E., County Engineer *(initials)*
DATE: April 24, 2013
SUBJECT: Winfield Solid Waste – Sand Loading and Hauling

Upon receiving and reviewing the bids on the abovementioned project, the lowest qualified bidder was by R.O.T. Ranch Construction in the amount of \$0.65 per cubic yard for loading and \$3.53 per cubic yard for hauling. All bid items were completed and filled out properly.

Bids received were as follows:

<u>Contractor</u>	<u>Loading per CY</u>	<u>Hauling per CY</u>
R.O.T. Ranch Construction	\$0.65	\$3.53
Richardson Site Prep	\$0.65	\$4.50
Boyer Construction Company	\$0.98	\$5.49
Curt's Construction and Hauling	\$1.00	\$8.00
Anderson Columbia	\$1.00	\$5.25
Register Investments	\$0.95	\$6.20

Therefore, I am recommending both the award of the project to R.O.T. Ranch Construction, and approval of the attached contract.

If you have any questions or require additional information, please contact me at your convenience.

BID

Date: 4/22/2013 2:00pm

Project: Winfield Solid Waste
Sand Loading and Hauling

<u>Company Name</u>	<u>Bid Amount</u>	
	Loading / Hauling	
✓ 1. Boyer Construction Co. Inc.	.98	5.49
✓ 2. Curt's Construction, Inc.	1.00	8.00
✓ 3. R.D.T. Ranch Cont., Inc.	.65	3.53
✓ 4. Anderson Columbia, Inc.	1.00	5.25
✓ 5. Register Investments, LLC	.95	6.20
✓ 6. Richards Site Prep	.65	4.50
7.		
8.		
9.		
10.		
11.		
12.		

Ben Scott

COLUMBIA COUNTY, FLORIDA

CONTRACT

Winfield Solid Waste – Sand Loading and Hauling

THIS AGREEMENT is entered in and effective as of the ____ day of _____, 2013, by and between **COLUMBIA COUNTY, FLORIDA**, (“County”), with its principal place of business located at 135 NE Hernando Avenue, Lake City, Florida 32055, and its mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, and **R.O.T. Ranch Construction**, a Florida corporation, (“Contractor”), whose mailing address is 4366 SW 115th Place, Lake Butler, FL 32054, its successors and assigns.

WHEREAS, County has accepted the bid proposal of Contractor for the **Winfield Solid Waste – Sand Loading and Hauling**, Columbia County Project No. 2013-B (herein “the project”); and

WHEREAS, the parties wish to memorialize the County’s acceptance of Contractor’s bid, and the specific terms and conditions of the agreement between the parties as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and the mutual covenants, rights and responsibilities set forth herein as well as other good and valuable consideration which the parties acknowledge, they agree as follows:

1. **RECITALS**: The recitals set forth herein are true and correct.
2. **SCOPE OF WORK**: Contractor agrees with County, for the consideration herein mentioned, and at its own proper cost and expense, to do all the work and furnish all materials, equipment, supplies and labor necessary to carry out this agreement in the manner and to the full extent as set forth in the Project Bid, specifications, proposal and the accompanying plans, and the notes as attached to plans, all of which are hereby incorporated. All work shall be done to the satisfaction of the duly authorized representative of the County who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under the agreement.

3. **CONTRACT PRICE:** The County agrees to pay Contractor for the strict performance of its work as described herein **\$0.65 per cubic yard for loading of material, and \$3.53 per cubic yard for hauling of material**, as provided in Contractor's bid proposal to County. This sum shall include all permits, fees, inspection costs and other taxes required by any division of the federal, state or local government, subject to addition and deductions for changes in the work as may be agreed upon, in writing, between the parties. Payment shall be made in accordance with the Project Bid and documents.

4. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and shall, at its sole cost and expenses and without increase in the contract price, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the work. To facilitate access, Contractor shall maintain route at White Springs Agricultural Chemical, Inc. (PCS) in order to complete project. Contractor shall have sole responsibility for the means and methods of performing the work required under this agreement. Contractor shall be responsible for securing timely inspections and approvals of its work from all such authorities and as required by the contract documents. Contractor shall obtain and pay for all necessary permits and licenses, including business licenses; pay all fees, manufacturer's taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment or disability insurance, which are measured by wages, salaries, or other remunerations paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations. Contractor shall maintain proof that it has complied with all aspects of the foregoing provision and shall make such proof available for review by the County at County's request.

5. **INSPECTION AND TESTING:** All work and materials shall be subject to inspection and approval by the County or its designee or other representative. Approval by the County of work, materials and other items inspected or reviewed shall not relieve Contractor of responsibility of complying with the terms and conditions of this agreement.

6. **DEVIATIONS AND SUBSTITUTIONS:** Contractor shall not deviate from the plans and specifications for the project without the prior written consent of the County or its representative. Contractor shall identify any variations from specifications on any specific items. Failure to identify any variations shall be interpreted to mean that the equipment, fixture or material meets all of the requirements of the specifications. Any additional costs to the County as a result of such changes or substitutions or the selection of options or alternates shall be borne by Contractor who shall indemnify and

hold the County harmless from claims for additional costs.

7. **TIME IS OF THE ESSENCE:** Contractor shall initiate its work when directed to proceed by the County and shall thereafter proceed and complete performance of the work promptly, diligently and in such a manner and sequence as to permit completion of the project within the time provided by the agreement, including the specifications. Contractor shall provide the County will schedule of work within five (5) days of receiving contract. The County will monitor progress on a weekly basis, and if contractor is not meeting the proposed schedule's timeline, the County reserves the right to assist Contractor with project, either with County forces, or with the next lowest bidder. All material must be moved by June 30, 2013.

Time is of the essence in the performance of the obligations of Contractor, and should Contractor in any way cause delay resulting in loss or damage to the County or any loss or damage for which the County may become liable, Contractor and its surety, if any, shall be liable for such and shall indemnify and hold the County harmless therefrom to the fullest extent permitted by law.

8. **TIME EXTENSION:** Should Contractor's performance of this agreement be delayed or disrupted by any acts of the County or other subcontractors of the County, or force majeure, or availability of materials as approved by the County representative, Contractor may receive an equitable extension of time for the performance of this agreement but shall not be entitled to any increase in the agreement price or to damages or additional compensation as a consequence of such delays or interruptions.

9. **PAYMENT TERMS:**

a. Based upon applications for payment submitted to the County and certificates of payment issued by Contractor, subject to verification thereof by County and its representatives, the County shall make progress payments on account of the contract sum to Contractor as provided herein and elsewhere in the project documents. Application for payment shall be on a form approved by the County or its project representative which will include a breakdown showing the value of each phase of work in relation to the total contract price and include the date of the application.

b. The terms of each payment shall be net 30 days from receipt of the application for payment approved by the County's representative. Each application for payment shall indicate the percentage of completion of each

portion of the work as of the end of the period covered by the application for payment. Payments of invoices timely submitted and approved will be monthly. The County shall be entitled to a 10% retainage, and final payment shall not be due until Contractor has submitted and filed its contractor's affidavit that all subcontractors and suppliers of labor and materials or services to the project have been paid in full. Lien releases shall be obtained from any subcontractor or supplier which have provided notice to the County.

c. Upon receipt of payment from the County for work performed by Contractor, Contractor shall in turn and in the same manner make payment to its suppliers and subcontractors upon payment to Contractor for work performed and materials furnished by said suppliers and subcontractors and to the extent of their respective interests therein. All material and work covered by payments shall become the property of the County, but this provision shall not relieve Contractor from the sole responsibility for all work and material upon which payments have been made. Contractor agrees that as a condition precedent to receiving partial payments from the County for work performed pursuant to this agreement, Contractor shall execute and deliver to County with its request for partial payment as above provided, a full and complete release of all claims and causes of action Contractor may have or claim to have against County through the date of execution of said release, save and except for those claims which Contractor shall specifically list on said release and described in a manner sufficient for the County to identify such claim or claims with certainty.

10. **RETENTION:** Notwithstanding any all provision of this agreement, it is agreed that the County shall retain 10% of the amount due Contractor as progress payments or under partial payment estimates for work performed by Contractor until final completion and acceptance of Contractor's work by the County.

11. **GROUNDS FOR WITHHOLDING PAYMENT/NOTIFICATION:**
The County may withhold from progress payments an amount sufficient to protect the County because:

- a. Defective work has not been remedied.
- b. Claims, levies, attachments, stop notices or court orders have been filed or reasonable evidence indicates probable filing of such claims, levies, attachments, notices or orders, including claims covered by insurance until such claims are accepted by the insurance carrier.

c. It is alleged that Contractor has failed to make payments properly to its subcontractors or for labor, materials or equipment, transportation or shipping costs, taxes, fees or any other claims arising out of Contractor's work or Contractor fails or refuses to produce proof requested by the County that such payments have been made.

d. There exists reasonable doubt that Contractor's work can be completed for the unpaid balance of the contract price.

e. There exists reasonable doubt that Contractor's work will be completed on schedule or in compliance with the schedule.

f. Contractor is not satisfactorily prosecuting the work of this agreement.

g. A petition for bankruptcy or reorganization has been filed by or against Contractor.

h. Any other material breach of this agreement by Contractor which has not been cured after reasonable notice from the County thereof.

Amounts as are then due shall be paid or credited to Contractor when Contractor removes the above grounds for withholding payment.

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

13. **CONDITIONS PRECEDENT TO FINAL PAYMENT:** All conditions of this contract which apply to partial payments shall also apply to final payments. Request for final payment must, if requested by County, be accompanied by written release of the County of all claims arising by virtue of this contract and an affidavit by Contractor that all labor, material and other bills have been paid. Final payment by the County shall not be construed as acceptance of defective work or improper materials. County, in its sole discretion, may require a consent of surety with power of attorney

from Contractor's surety consenting to final payment, and shall be conditions precedent to the making of final payment by the County to Contractor.

14. **PAYMENT AND PERFORMANCE GUARANTEES:**
(Only if applicable to Project)

a. As a condition precedent to the award of this contract agreement to Contractor by County, Contractor shall maintain in full force and effect during the term of agreement a good, sufficient and acceptable 100% performance bond and a 100% payment bond on a form approved by the County, written by a surety company acceptable to the County. The cost of the bond required herein is included in the contract price.

b. No change, alteration or modification in or deviations from this agreement or the contract documents shall release or exonerate in whole or in part any surety on any bond given in connection with this agreement. The County shall not be under any obligation to notify the Surety or Sureties of any such change. Any increase in the contract amount shall automatically result in a corresponding increase in the penal amount of the bonds without notice to or consent from the Surety, such notice and consent being hereby waived. Decreases in the contract amount shall not, however, reduce the penal amount of the bonds unless specifically provided in said change order increasing or decreasing the scope of work.

15. **INSURANCE:** Contractor shall purchase and maintain such insurance as will protect it and County from the claims set forth below which may arise out of or result from Contractor's operations under this agreement whether such operations be by Contractor or by anyone directly or indirectly employed by Contractor, including Contractor's subcontractors, or by anyone for by whose acts any of them may be liable:

a. Claims under workers' compensation as required by state law, disability benefit and other similar employee benefit acts which are applicable to the work to be performed. Contractor will require all his subcontractors to have and provide proof of workers' compensation insurance.

b. Claims for damages, other than to the work itself, because of injury to or destruction to tangible property including loss of use thereof.

c. Claims for damages because of bodily injury or death or any personal property damage arising out of the ownership, maintenance or use of any motor vehicle.

d. Commercial general liability insurance.

Before starting the work, Contractor shall furnish a Certificate of Insurance on Contractor's insurance carrier's standard form, and, if requested by the County, copies of, all insurance policies in duplicate to the County office. All policies are to be written through a company duly authorized to transact that class of insurance in the State of Florida, and shall be with insurance companies acceptable to the County. The workers' compensation and employer's liability policies shall contain waivers of subrogation in favor of the County. The Certificates of Insurance and policies for the commercial general liability and business automobile liability policies shall name the County as additional insured, shall be endorsed to be primary and noncontributory to any insurance which may be maintained by or on behalf of Contractor; shall be on an "occurrence" basis and shall include "Limits Apply Per Project" with respect to the commercial general liability coverages. Contractor's certificate shall further provide that insurance will not be canceled or changed prior to at least thirty (30) days' written notice to County.

Commercial general and automobile liability insurance as required herein shall be written for not less than the following limits of liability or as required by the bid documents, whichever is greater:

e. Commercial general liability \$1,000,000 each occurrence general aggregate. Said policy shall name White Springs Agricultural Chemicals, Inc. as additional insured as required by its license agreement with County, said agreement being incorporated herein by reference.

f. Commercial automobile coverage shall include \$1,000,000 bodily injury each/person occurrence, and property damage aggregate for this project, combined single limits.

16. **INDEMNIFICATION:**

a. To the fullest extent permitted by law, Contractor and its surety covenant and agree to indemnify and hold County harmless of and from any and

all claims, losses, demands, causes of action and the like, including but not limited to, attorneys' fees and court costs which may be asserted against County by anyone other than Contractor, resulting from, arising out of, or occurring in connection with the failure of Contractor or supplier of Contractor to perform all work required within the scope of this agreement in strict accordance with the contract documents.

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

- (1) the liability for claims and liens for labor performed or materials used or furnished through or under Contractor for the project for which Contractor is liable due to any failure of Contractor to adhere to the terms of this agreement or any of the contract documents;
- (2) liability to County resulting from Contractor's failure to comply with applicable licensing requirements;
- (3) any personal injury, loss, damage or death to any person or persons (including employees, officers or agents of County, Contractor and lower tier subcontractors) and any property damage arising out of, result from, or in connection with the performance or non performance of work required in this contract or by reason of any act, omission, fault or negligence whether active or passive of Contractor whether on the project or proceeding to or from the site, including, without limitation, any personal injury, loss, damage, death or property damage caused (or alleged to be caused) by any negligent or grossly negligent act, error or omission of any person or entity, including any Indemnified Party whether such Indemnified Party's or the person's or entity's negligence be joint or concurrent however, Contractor shall not be required to indemnify an Indemnified Party for that

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

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

d. Neither final payment by County nor acceptance of the work performed by Contractor shall constitute a waiver of the foregoing indemnities and duty to defend, and notwithstanding any other provision contained in this contract agreement, the provisions of this Article shall survive the termination of the contract agreement for any reason whatsoever.

17. **WARRANTIES AND GUARANTEES:** Unless a longer period is provided in the contract documents, or by law, Contractor shall repair or replace at its own expense and at the convenience of County, any defects in workmanship or materials discovered within one year from the date of written acceptance of the work by County and its representative. Contractor and its surety shall remain liable to County for any defects or alleged defects, whether patent or latent, in materials or workmanship attributable to or caused by Contractor's work was not performed in accordance with the contract documents, such liability and responsibility to remain for so long a period of time as permitted by law.

In any event Contractor and/or its surety shall pay for all damage to the project resulting from defects in the work and expenses necessary to remove, replace and/or repair the work and any other work which may be damaged in removing or repairing the work.

18. **ACCESS TO BOOKS AND RECORDS:**

a. Contractor shall permit access to its books, records and accounts by representatives of the County for purposes of investigation to ascertain compliance with this agreement when reasonably necessary. In the event of Contractor's noncompliance with the equal employment opportunity laws, this contract may be terminated for default.

b. Records of costs incurred and payments made under the terms of this agreement shall be maintained by Contractor and made available upon request to County at all times during the term of this agreement and for five (5) years after final payment is made. Copies of these documents and records shall be forwarded to the County upon request. Records of costs incurred include County's general accounting records and the project records, together with supporting documents and records of second party and all subcontractors performing work on the project, and all other records of Contractor and subcontractors which may be necessary for audit purposes and public records required by Chapter 119, Florida Statutes. Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this agreement. Such records shall be maintained by Contractor for a minimum of five (5) years after final payment is made under this agreement.

19. **CHANGES AND EXTRA WORK:** Contractor recognizes that the County or its authorized representative shall be the binding and final authority on the interpretation of the plans and specifications. Contractor shall be bound by all interpretations of the County or its authorized representative.

(a) The County may at any time, unilaterally or by agreement with Contractor, without notice to the sureties make changes in the work covered by this agreement. Any mutual agreement must be agreed upon in writing signed by the parties.

(b) When the County requests a proposal, Contractor shall submit change order proposals within seven (7) calendar days, unless a shorter time is specified elsewhere in the Agreement, in a form acceptable to the County. The quotation shall be supported by a cost breakdown which shall include a quantity survey, unit prices and unit labor hours, markup for overhead and profit and other information as requested by County.

(c) Upon written direction by the County, Contractor specifically stating that an equitable adjustment in contractor price will be made, Contractor shall proceed with specified extra work or changes so as not to delay the work. Contractor shall submit an estimate for the extra work or changes within seven (7) calendar days, unless a shorter time is specified elsewhere in the Agreement, of receipt of the directive.

(d) Unless otherwise stated in the Contract Documents, the sum to be paid to Contractor, including for its combined overhead and profit for additive changes shall be the cost of the change.

20. **CONTRACTOR/COUNTY DISPUTES:** In the event of any dispute involving the work performed or to be performed, County shall issue a written decision or written directive which shall be followed by Contractor, without interruption, deficiency, or delay. If Contractor does not agree with such decision, Contractor may make a claim pursuant hereto and the matter shall be resolved as set forth below.

a. Under this contract, Contractor shall not have the right to compensation to satisfy any claim for additional compensation or costs incurred as a result of costs, liabilities, or debts of any kind whatever from any act or omission attributable to County unless Contractor has provided notice to the County or its representative within 10 days after Contractor learns of the event giving rise to the claim allowing County a reasonable time to cure any act or omission giving rise to the claim, and County determining that a claim for such additional compensation or costs exist, and if reasonably possible the detail claim therefor.

b. Notwithstanding anything in the contract documents to the contrary, County, Contractor and Contractor's surety agree that all claims, disputes and other matters in controversy between County and Contractor arising out of or relating to the contract or the breach thereof unless otherwise mutually agreed by the parties, shall be submitted through litigation to the appropriate forum in Columbia County, Florida, determination in accordance with the laws of the State of Florida. Columbia County, Florida shall be the sole and exclusive venue for

any such dispute resolution or legal action.

c. Unless otherwise agreed in writing by the parties, Contractor shall carry on the work and maintain its progress during any litigation or mediation proceedings and County shall continue to make payments to Contractor in accordance with the contract documents.

21. **DEFAULT AND TERMINATION:**

a. **Termination for Cause:** If, in the opinion of County or its representative, Contractor at any time refuses or neglects to supply a sufficiency of skilled workmen or materials of the proper quality and quantity, or fails in any respect to prosecute the work with promptness and diligence, or causes by any actor omission the stoppage or delay of or interference with the work of any other contractors on the project, or fails in the performance of any of the agreements on its part contained herein, County shall be at liberty, if Contractor has failed to cure such default within three days' following written notice to Contractor, mailed or delivered to the last known address of the latter, to provide through itself or through others, any such labor or materials, and to deduct the cost thereof from any money due or thereafter to become due to Contractor under this Agreement, and County shall also be at liberty to terminate all or part of Contractor' right to proceed with the said work and to enter on the premises and take possession, for the purpose of completing the work included in this agreement, of all materials thereon, and to employ any other person or persons to finish the work, and to provide materials therefor. Contractor shall not be entitled to receive any further payment under this agreement until the said work shall be wholly finished. If the unpaid balance of the amount to be paid under this agreement shall exceed the expense incurred by County in finishing the said work, such excess shall be paid by the County to Contractor; but if such expense shall exceed such unpaid balance, then Contractor shall pay the difference to County. The expense incurred by County shall include the cost of furnishing materials and of finishing the work, and any damage incurred through the default of Contractor.

It is recognized that if Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate Contractor's performance of this agreement. Accordingly, it is agreed that upon the occurrence of such event, County shall be entitled to request of Contractor or its successor in interest adequate assurance of

future performance in accordance with the terms and conditions hereof. Failure to comply with such request within ten (10) days of delivery of the request shall entitle County to terminate this Agreement and to the accompanying rights set forth above. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, County shall be entitled to proceed with the work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the contract sum hereof.

In the event Contractor is terminated by County for any reason, Contractor agrees that any and all subcontracts or purchase orders which may have covering the work which is the subject of this agreement may, at County's option, be fully assigned by Contractor to County upon written notice to such subcontractors and vendors by County; and Contractor shall include in such subcontracts and purchase orders appropriate language to such effect.

b. **Other Remedies for Default Other Than Termination:** Should Contractor (a) fail to correct, replace and/or re-execute faulty or defective work and/or materials furnished under the contract; (b) fail to complete or diligently proceed with this contract within the time required by County; (c) fails to correct or repair any damage to the work caused by Contractor, or those for whom it is responsible, or by virtue of Contractor's failure to protect its work; (d) refuse or fail to provide sufficient properly skilled workers, adequate supervision or materials; or (e) otherwise be in default of any provision of this contract or the contract documents, then County, upon three (3) days prior written notice to Contractor, shall have the right to correct, replace or otherwise remedy any such defects, deficiencies or delayed performance by any reasonable and expedient means, including taking over or supplementing Contractor's work and materials and employing such additional labor, equipment and materials as may be necessary to cure the default and achieve compliance with the contract and the contract documents. In such event, County may deduct and withhold from payments then or thereafter to become due Contractor the cost of correcting such deficiencies, plus overhead of fifteen percent (15%) to cover costs not readily ascertainable and not as a penalty. If payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall promptly pay the difference to the County.

c. **Remedies Cumulative:** No right or remedy in this contract is intended to be exclusive of any other right or remedy, but every such right or

remedy shall be cumulative and shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

22. **MISCELLANEOUS:**

a. **Legal fees:** If one party to this Agreement institutes litigation or mediation with the other party, arising out of the terms and conditions of this agreement, or performance under this agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and consultant's fees. The parties agree that the fee award need not be computed in accordance with any court schedule, but shall be such as to fully reimburse all fees actually incurred in good faith, it being the intention of the parties to fully compensate for all fees paid or incurred in good faith. The prevailing party is that party receiving substantially the relief sought, whether by way of settlement, award or judgment.

b. **Notices:** All notices, consents, requests or other communications hereunder shall be in writing, unless otherwise expressly provided to the contrary and shall be deemed to have been made or given when mailed, delivered, telegraphed or transmitted as electronic facsimile to the other party at the address noted in the Contract. Either party may designate a different address by notice given to the other.

c. **Severability:** If any clause or provision of the contract documents should be determined to be illegal, invalid or unenforceable under present or future laws effective during the term of the contract, then and in that event, it is the express intention of the parties hereto that the remainder of the contract documents shall not be affected thereby, and it is also the express intention of the parties that in lieu of each clause or provision of the contract documents which may be determined to be illegal, invalid or unenforceable, there may be added as part of the contract documents a clause or provision as similar in terms of such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

d. **Non-Waiver:** No action or failure to act, delay or omission by County to exercise any right or remedy shall impair such right or remedy or any other right or remedy or be construed to be a waiver of any default or acquiescence therein.

e. Right of Assignment: This Contract and the proceeds from this contract shall not be assigned without the written consent of County, and if applicable, Contractor's surety.

f. Information Required by Owner: In addition to the information to be provided by Contractor pursuant to other provisions of this contract, Contractor hereby agrees to provide, at no additional cost to County, and in a prompt and timely fashion so as not to disrupt the performance of this contract, any and all additional information relating to this contract which is required either by the contract documents or by law.

g. Venue: This contract shall be governed in accordance with the laws of the State of Florida and the state courts of Columbia County, Florida shall be the proper and sole venue for any legal action regarding this contract.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

COLUMBIA COUNTY, FLORIDA

Witness

Print or type name

By: _____
Stephen E. Bailey, Chairman
Board of County Commissioners

Witness

Print or type name

ATTEST: _____
P. DeWitt Cason, Clerk of Court

(SEAL)

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by **STEPHEN E. BAILEY**, as Chairman, of the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, on behalf of the Board, who is personally known to me.

(**NOTARIAL
SEAL**)

Notary Public, State of Florida

My Commission Expires:

Signed, sealed and delivered
in the presence of:

R.O.T. Ranch Construction

Witness

By: _____

Print or type name

Print: _____

Witness

Title: _____

Print or type name

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, as the _____ of **R.O.T. Ranch Construction**, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced a Florida driver's license as identification.

Notary Public, State of Florida

(NOTARIAL
SEAL)

My Commission Expires:

**COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2013R- 16**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, CREATING THE COLUMBIA COUNTY SPORTS AND RECREATION ADVISORY COUNCIL; PROVIDING FOR ITS PURPOSE AND FUNCTION, MEMBERSHIP, ORGANIZATION, OFFICERS AND DUTIES, COUNCIL OPERATIONS, BYLAWS AND EFFECTIVE DATE.

WHEREAS, the Columbia County Board of County Commissioners provides various sports and recreation facilities to the citizens of Columbia County and surrounding area; and

WHEREAS, residents and visitors to Columbia County need facilities for team sports, outdoor and civic affairs, and other recreational activities; and

WHEREAS, the County desires to ensure the efficient operation and management of the County sports complexes and recreational activities and it is, therefore, in the best interest of the public to establish a County Sports and Recreation Advisory Council ("Council") to advise the Board of County Commissioners on the County's sports, recreation facilities and programs.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. **NAME AND AUTHORIZATION:** The Columbia County Board of County Commissioners hereby creates the "Columbia County Sports and Recreation Advisory Council.". The Council exists by the authority of the Columbia County Board of County Commissioners ("Commission") and may be modified or abolished by action of the Commission at any regular meeting.

2. **PURPOSE:** The Council shall serve as an advisory board to the Commission in the capacity of a conflict resolution and recommending body on issues related to sports and recreational facilities in the County. It shall also serve as a liaison between users of the sports and recreation facility and County staff and the Commission.

3. **FUNCTION:** The primary functions of the Council shall be to encourage citizen participation in issues involving the facilities, including oversight for the various recreation leagues and to make recommendations to the Commission; act as a forum for conflict resolution; promote County recreational facilities and programs related thereto; and other similar functions beneficial to the establishment, operation and maintenance of the Council and its purpose.

4. **MEMBERS:** The Council shall be comprised of the President/Chairman or their designee from each sports association or organization in the County, community centers and parks as appointed by the Commission and shall serve as voting members. The Commission will also appoint to serve as non-voting members the County Recreation Director, County Landscape and Parks Director, and a Commission appointee. All members shall serve without compensation.

5. **APPOINTMENT OF MEMBERS:** Members shall be appointed for a four-year term and will serve until their successor is appointed. Members shall not serve more than two (2) full consecutive terms. The Commission will make timely appointments to fill any vacancy to complete the unexpired term of office which has been vacated.

6. **COUNCIL OPERATIONS:** The Council will have no authority other than as provided in this Resolution and the bylaws of the Council which must be approved by the Commission. All Council meetings will be open to the public and meetings shall be held in accordance with the *Florida Sunshine Laws*.

7. **BYLAWS:** The Council shall adopt bylaws and rules of procedure to govern its operation. The bylaws and rules of procedure shall be subject to approval by the Commission.

8. **EFFECTIVE DATE:** This Resolution shall take effect upon its adoption by the Commission.

PASSED AND ADOPTED by the Columbia County Board of County Commissioners at its regular meeting on the 2nd. day of May, 2013.

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

By: _____
Stephen E. Bailey, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

(SEAL)

Approved as to legal form:

Marlin M. Feagle
County Attorney

COLUMBIA COUNTY
SPORTS AND RECREATION ADVISORY COUNCIL
BY-LAWS

ARTICLE I - NAME AND AUTHORIZATION

1. Name

The name of the Council, as provided by Resolution Number 2013R____ of the Columbia County Board of County Commissioners, shall be known as the Columbia County Sports and Recreation Advisory Council, herein after referred to as the "Council".

2. Authorization

The Council exists by the authority of the Columbia County Board of County Commission, herein after referred to as the "Commission" and may be modified or abolished by action of the Commission.

ARTICLE II - PURPOSE AND FUNCTION

1. Purpose

The Council shall serve as advisors to the Commission in the capacity of a conflict resolution and recommending body on issues related to the field of sports and recreation services. It shall serve as a means of communication between the program participants, county staff and commission.

2. Function

The functions of the Board shall be:

- A. to encourage citizen participation;**

- B. to study issues, present or discuss policies and programs affecting parks, recreation, and community centers;**
- C. to provide input on the values, goals, and objectives of programs;**
- D. to make recommendations to the Commission regarding recreational facilities and programs and to act as oversight for the various recreational leagues for overall quality programs/service deliveries;**
- E. to act as a body to resolve issues in the capacity of conflict/complaint resolution on various issues involving parks, recreation and community centers;**
- F. assist in promoting county recreational facilities;**

ARTICLE III - MEMBERSHIP

1. Members

The Sports and Recreation Advisory Council shall be comprised of the Chair of the Board of County Commissioners or/his/her designee and the President or his/her designee from each sports association organization and the President of each community centers or his/her designee and shall serve as voting members. The Commission shall also appoint to serve as non-voting members of the County Recreation Director and Landscape and Parks Director. Members shall serve without compensation.

2. Appointment

Members shall be appointed for a four (4) year term. It shall be the responsibility of the Commission to ensure an appointment is made in the event of a vacancy. The appointed member shall complete the unexpired term and be eligible for reappointment.

3. Vacancies

A member's position shall become vacant when:

A member fails to attend three consecutive, regularly scheduled meetings, or five of 12 regular or special meetings or workshops of the Council, the Council shall declare the member's office vacant and the vacancy shall be filled as provided herein, unless otherwise provided by law. All absences will be duly recorded in the meeting minutes.

When a member no longer meets the membership requirements, or

When a member's term expires, or

When a member resigns.

The Chair shall immediately, upon receipt of a resignation or when advised of a vacancy, notify the Commission.

ARTICLE IV - ORGANIZATION

1. Officers

The appointee of the Board of County Commissioners shall serve as the Chair.

The Council shall elect from its members a Vice-Chair and at the discretion of the Board a Secretary.

Officers shall be elected for a term of one (1) year at the last regular scheduled meeting of the year and shall assume office beginning the first regular scheduled meeting in the new year.

The officers shall perform the duties as prescribed by the parliamentary authority adopted by the Council.

2. Quorum

A majority of the Council shall constitute a quorum to hold a meeting or take any action.

3. Voting Rights

Each member, with the exception of non-voting members, shall be entitled to one (1) vote and shall cast that vote on each item submitted. Proxy votes and absentee ballots shall not be permitted. Members shall only abstain from a vote when there is a valid conflict of interest addressed to the Council.

ARTICLE V - Officers and Duties

1. Chair

The Chair shall appoint chairs of all committees, standing and special.

It is the Chair's responsibility to ensure compliance with the Bylaws. The Chair will notify members of removal from the committee for noncompliance. Specific questions of conflict of interest will be addressed by the County Attorney.

The Chair shall immediately, upon receipt of a resignation or when advised of a vacancy, notify the Commission.

2. Vice-Chair

The Vice-Chair shall perform the duties in the absence of the Chair.

3. Secretary

The Secretary shall schedule meetings in behalf of the Council, provide notice of scheduled meetings to the newspaper of general circulation through public service announcement; unless otherwise required by law, prepare and distribute to Council members the appropriate information related to the meeting agenda, take minutes of the meetings, distributes the minutes to Council members for review in advance of placing on agenda for acceptance by Council, maintains records of official Council meeting minutes, distributes copies of accepted minutes to the County Commission and County Manager and any other reasonable secretarial duties as requested by the Chair.

4. Removal

When an officer has been absent or has not performed the duties of that office for three consecutive meetings that officer may be removed from office by the Council with a majority vote at a regularly scheduled meeting.

ARTICLE VI - COUNCIL OPERATIONS

The Council shall have no authority other than as stipulated by the Bylaws and approved by the Board of County Commission.

The Council will meet routinely based upon an adopted meeting schedule which will be provided to the Commission. The meeting date may be changed by the Chair with notification in advance by mail or e-mail to the Council members. Special meetings may be called by the Chair or by a majority of the Council members.

All meeting will be open to the public. For advertising purposes, the Council will provide notification of scheduled meetings to the newspaper of general circulation and will insure agendas and minutes are available to the public in accordance with the State Sunshine Laws.

Special Meetings of the Council may be called by the Chairperson with the purpose of the meeting stated. Except in cases of emergency, at least two days notice shall be given each member of a special meeting.

Copies of the minutes shall be distributed to the County Commission and County Manager upon their acceptance by the Council.

ARTICLE VII - BYLAWS AND EFFECTIVE DATE

Any changes to the Bylaws will be reviewed and approved by the Council and the Commission.

These Bylaws shall become effective upon adoption by the Council and the Board of County Commission.

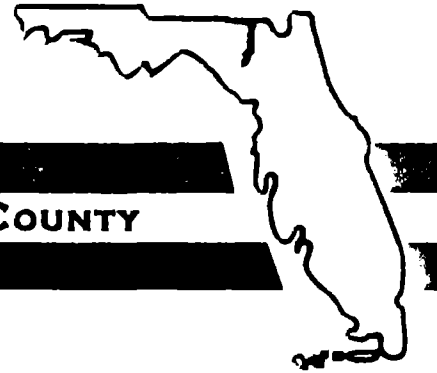
These Bylaws may be amended at any regular meeting by a majority vote of the membership provided that the amendment(s) has (have) been submitted in writing at the previous regular meeting.

These Bylaws have been adopted by the Council on this _____day of _____, 2013.

These Bylaws have been approved by the Board of County Commissioners on this _____day of _____, 2013.

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

28



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

April 26, 2013

M E M O

TO: Board of County Commissioners
FR: Dale Williams, County Manager
RE: Request for Clarification –
Landfill Reorganization

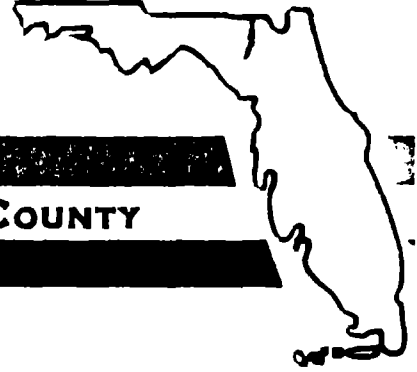
The Board of County Commissioners in their regular meeting of March 21, 2013 approved a reorganization (including salary adjustments) of the landfill. Included in the reorganization was the reclassification of the Secretary I position to Administrative Secretary. It is requested that the reclassification of the secretarial position be made retroactive to October 6, 2010.

The purpose of this request is to compensate employee Gale Tedder (who was reassigned as an administrative secretary from the Building and Zoning Department to a Secretary I at the landfill due to the elimination of the position in Building and Zoning) for the level of work actually performed. Ms. Tedder retired on March 28, 2013. The retroactivity will result in \$23,964.53 due Ms. Tedder (before tax, excluding match).

5,168 hours X (\$13.2943 - \$8.6572) = \$23,964.53


DW/cnb

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Dale Williams, County Manager
FROM: Kevin Kirby, Operations Manager 
DATE: March 12, 2013
SUBJECT: Landfill Reorganization

As a result of the reorganization, I have carefully studied the operations of the Landfill. It is my belief that the County and the Landfill would benefit from reorganization of the administrative staff.

Currently, the administration positions in effect are:

1. Landfill Director-----\$57,678 to \$86,507 (Vacant)
2. Assistant Landfill Director-----\$33,800 to \$50,690 (Vacant)
3. Office Manager-----\$27,851 to \$41,766
4. Secretary I-----\$16,370 to \$24,544

The existing vacancy for the Landfill Director will be filled with the hiring of Mr. Edfred Lontz beginning March 20, 2013. Mr. Lontz will bring a level of technical experience to the County that we have not had in the past.

As a result of Mr. Lontz' technical experience, I foresee the Assistant Director position becoming vital to the day-to-day operations. As a result, I am recommending that we promote Ms. Pam Davis, the current office manager, to the Assistant Landfill Director position. Ms. Davis has demonstrated her abilities throughout the previous six months as Acting Landfill Director.

I am recommending that the Office Manager position be changed to an Administrative Secretarial position. With Ms. Davis as Assistant Landfill Director, an Office Manager position would be a duplication of effort. Ms. Davis and Mr. Lontz would benefit more from having an Administrative Secretarial position in place to assist them with all office functions.

In addition, I am recommending that the Secretary I position be upgraded to a Secretary Specialist position. This position will continue be responsible for the scale operation and customer service. The upgrade would benefit the County by drawing a more skilled person to fill the position that would be capable of stepping in for the Administrative Secretarial position when necessary.

Following is the budget impact of my recommendations:

Current:

Landfill Director-----	\$62,000
Asst. Landfill Director----	\$33,800
Office Manager-----	\$33,467
Secretary I-----	\$18,013

TOTAL	\$147,280
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Proposed:

Landfill Director-----	\$57,678
Asst. Landfill Director----	\$40,000
Administrative Secretary-	\$24,107
Secretary Specialist-----	\$21,882

TOTAL	\$143,667
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As you can see, the reorganization would have a positive budget impact of \$3,613. I am of the opinion that this reorganization will align the Landfill administrative operations to be more in line with how other departments within the County operate and will prove to be more efficient.

Attached are the job descriptions for the positions that I am suggesting we change.

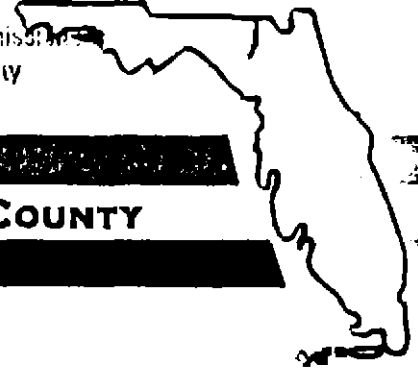
Your consideration is appreciated.

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

RECEIVED

MAR 05 2013

Board of County Commissioners
Columbia County



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

*3/21/13
Agenda*

TO: Dale Williams, County Manager

FROM: Kevin Kirby, Operations Manager 

DATE: March 4, 2013

SUBJECT: Landfill Reorganization

With the eminent replacement of the Landfill Director position I have reviewed the remaining positions and believe that reorganization is warranted.

I would like to promote Pam Davis to the Assistant Director position vacated by Jennifer DuBose. Pam has proven herself more than capable to handle the position. As a result, many of the duties that Pam performs as Office Manager would be transferred to the Assistant Director position thereby freeing the Landfill Director to handle the more technical aspects of running the Landfill.

As a result of moving Pam to the Assistant Director position, I am recommending that the Office Manager position be eliminated and that an Administrative Secretary position be created to provide clerical assistance to the Director and Assistant Director. In addition, I believe it warranted to change the remaining Secretary I position to a Secretary II position. Operating the scales is the primary function of the Secretary position and a vital operation to provide proper customer service at the Landfill. In order to attract qualified applicants, I would like to raise this position to the higher level.

These changes will not have any budget impact. The current budgeted amount for the (4) positions is \$147,280. The proposed changes would require \$145,035 annually for salaries.

Your consideration of this reorganization is appreciated.

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