

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

CONSENT AGENDA

SECOND PAGE

JULY 16, 2009

(Continued)

- (12) External Budget Amendment – Public Works – BA #08-29 –
Transportation Fund – Computer Back-up Server - \$ 5,235.00**
- (13) External Budget Amendment – Road Improvement Fund – BA #08-31 –
Rum Island Terrace Road Paving - \$300,000.00**
- (14) Refund Request – Columbia County Emergency Medical Services –
William Fridley - \$283.25**
- (15) Columbia County Fire/Rescue – Surplus Inventory – To Be Sold &
Proceeds Credited to Vehicle Replacement Fund – (see
attached list)**
- (16) Columbia County Fire/Rescue – Comcast Business Class Service
Order Agreement – Columbia County EMS Station #2 - \$55.92 per
month**
- (17) Utility Permit – Wayne and Theresa Wideman – Santa Fe Drive (Three
Rivers Estates)**
- (18) Appointment – County Utility Committee – Commissioners Stephen E.
Bailey, Jody DuPree and Scarlet Frisina**
- (19) Contract – Jaden Partners, LLC, d/b/a/ Green Group Media – Construction
of Electronic Message Display Sign - \$115,995.00**
- (20) Minute Approval – Board of County Commissioners – Regular
Meeting – June 18, 2009**

AGENDA

SECOND PAGE

Jody DuPree, Commissioner

- (1) Unlicensed Contractors and Subcontractors**

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

#12



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

**Public Works Department
Budget Amendment
FY 2008-2009**

July 8, 2009

Number: 08-29

Fund: Transportation

| From | To | Amount |
|---|---|-----------------|
| 101.8400.584.90-97 (Equipment Reserve) | 101.4270-541.60-64 (Administrative - Equipment Purchase) | \$ 5,235 |

Description: As part of the Columbia County Public Works Department's Emergency Preparedness Plan we request this Budget Amendment for the purchase of a computer back-up server. This Department's current server does not have the capability of backing-up information. Additionally, all of the Public Works Department's fleet inventory is maintained with our stand alone FleetWise Software program, we no longer maintain this inventory in HTE.

Reference:

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 - Dewey Weaver
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

*7/16/09
Agenda*

TO: Dale Williams, County Manager
FROM: Kevin Kirby, Public Works Director *K/K*
DATE: July 8, 2009
SUBJECT: Budget Amendment Number 08-29

I am requesting Board approval for Budget Amendment Number 08-29 to transfer funds from 101.8400.584-90.97, Equipment Reserve, to 101-4270-541.60-64, Equipment Purchase.

As part of the Columbia County Public Works Department's Emergency Preparedness Plan we request this transfer for the purchase of a computer back-up server. This Department's current server does not have the capability of backing-up information. Additionally, the Public Works Department's entire fleet inventory is maintained with our stand alone FleetWise Software program, we no longer maintain this inventory in HTE.

Should you have any questions, please do not hesitate to contact this Office. I appreciate your continued cooperation and support of the Public Works Department.

/lsg

Attachment: Budget Amendment #08-29

XC: Mary Sue George, Accounting

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

Dell recommends Windows Vista® B1

View/Print Cart

 Print Page

Columbia County Board of Commissioners

E-quote Number: 1008248440945

| | |
|--|-------------------------------------|
| Saved By: Todd D Manning | Phone Number: (385) 719-7442 |
| todd_manning@columbiacountyfla.com | Purchasing Agent: |
| Saved By: Monday, July 06, 2009 | Notes/Comments: |
| Expires On: Wednesday, August 05, 2009 | Additional Comments: |
| FL Contract: 250-040-99-1 | |

Description

PowerEdge T300
Date & Time: July 06, 2009 9:37 AM CST

SYSTEM COMPONENTS

| | | |
|--|------------|------------|
| PowerEdge T300 | Qty | 1 |
| Quad Core Intel® Xeon® X3323, 2.5GHz, 2x3M Cache, 1333MHz FSB, Windows Server®2008, Standard x64, Incl Hyper-V™, Incl 5 CALs | | |
| | Unit Price | \$5,234.40 |

Catalog Number: 84 W1999

| | | |
|--------|-------------|--------------|
| Module | Description | Show Details |
|--------|-------------|--------------|

PowerEdge T300 Quad Core Intel® Xeon® X3323, 2.5GHz, 2x3M Cache, 1333MHz FSB

Operating System Windows Server®2008, Standard x64, Incl Hyper-V™, Incl 5 CALs

Memory 4GB DDR2, 667MHz, 4x1GB Single Ranked DIMMs

Keyboards, Mice, Displays and Related Devices Keyboard and Optical Mouse, USB, Black, English, with 17 LCD Monitor

Primary Hard Drive 500GB 7.2k RPM Serial ATA 3Gbps 3.5-in Cabled Hard Drive

Floppy Drive Internal 1.44MB 3.5 inch Floppy Disk Drive

Network Adapter On-Board Dual Gigabit Network Adapter

Tape Backup PowerVault LTO-3-060, HH, Tape Backup, 400/800GB, w/Controller, Internal

CD/DVD Drive 16x DVD-ROM Drive, Internal, SATA

System Documentation Electronic Documentation and OpenManage CD Kit

2nd Hard Drive 500GB 7.2k RPM Serial ATA 3Gbps 3.5-in Cabled Hard Drive

Tape Backup Software Symantec Backup Exec v12.5 Server Suite

Hard Drive Configuration Add-in PERC6/i (SATA/SAS Controller) which supports 3-4 Hard Drives-RAID 5

| | |
|----------------------------------|---|
| Chassis Configuration | Chassis with Cabled Hard Drive and Non-Redundant Power Supply |
| Hardware Support Services | 3 Year ProSupport for IT and NBD On-site Service |
| Installation Services | No Installation |
| Power Cords | Power Cord, NEMA 5-15P to C13, wall plug, 10 feet |
| 3rd Hard Drive | 500GB 7.2k RPM Serial ATA 3Gbps 3.5-in Cabled Hard Drive |
| Tape Backup Media | Tape Media for LTO3, 400/800GB, 5 Pack |
| | TOTAL: \$5,234.40 |

| | |
|--------------------------------|-------------|
| | Total Price |
| Sub-total | \$5,234.40 |
| Shipping & Handling | \$0.00 |
| Tax | -- |
| Total Price¹ | -- |

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[Large Text](#)

snCM54

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

#13



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

July 13, 2009

BA #08-31

M E M O

TO: Board of County Commissioners
FR: Dale Williams, County Manager *[Signature]*
RE Rum Island Terrace
Road Improvement Fund – Budget Amendment

Board of County Commissioner approval is requested to add Rum Island Terrace to the Road Improvement Fund. This amendment will allow for the paving of rum Island Terrace. The engineers estimate for the paving of Rum Island Terrace is \$525,000. As this amount makes the project cost prohibitive at the current time, the project (excluding asphalt) will be performed utilizing in-house equipment and labor. The revised cost estimate is \$300,000.

The project will be funded as follows:

| | |
|-----------------------------|-------------------|
| District 2 Special Projects | \$ 25,000. |
| Nash Road (Cost Under run) | <u>\$275,000.</u> |
| | \$300,000. |

DW/cnb

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

#14

**COLUMBIA COUNTY EMERGENCY MEDICAL SERVICES
P.O. BOX 2949
LAKE CITY FL, 32056
(386) 752-8787* FAX (386) 719-7498**

To: Board of County Commissioners

Fr: Vicky Simmons

Dt: July 13, 2009



Re: Refund Request-082922

Due to the patient submitting payment prior to the Lake City VA, an overpayment has occurred on the account below. Please submit a check in the amount \$283.25 made payable to:

**William Fridley
872 S MARION AVE
Apt. 108
Lake City, Florida 32025**

| Patient | Date of Service | Amount |
|-----------------|-----------------|----------|
| William Fridley | 04/19/2008 | \$283.25 |

Thank you in advance for your cooperation.

#15



COLUMBIA COUNTY FIRE / RESCUE

508 SW State Road 247

Lake City, FL 32025

Phone (386) 754-7089

Fax (386) 754-7064

Tres Atkinson
Fire Chief

7/1/3/09

To: Board of County Commissioners
Ben Scott, Purchasing Director
Rudy Crews, Inventory Control Officer

From: Tres Atkinson, Fire Chief

Re: Surplus Inventory

The Following equipment has outlasted its useful life with the Columbia County Fire/Rescue Dept. I would ask that this equipment be surplused and sold with the proceeds be put back into the vehicle replacement fund (103-2600-526.6064) for use on 2 vehicles that would serve our dept. in a better fashion.

1993 Chevy Caprice Vin# 1G1BL52W6RR122815 Mileage 187182 Tag# 23582

1989 FMC 1250 GPM Pumper vin# 1FDXK8443KVA61578 mileage 32815 asset # 05901

1993 Chevy Caprice vin# 1G1BL5370NR130961 mileage 132149 asset - 12661

1999 Chevy Tahoe vin# 1GNEK13R8XR151939 mileage 185050 asset 10341

1992 Ford Crown Vic vin# 2FACP72WXNX220179 mileage 106661 asset 7867

1991 Ford Explorer vin# 1FMOU34X2MUO16878 mileage 96855 tag 71074

1999 Ford Crown Vic vin# 2FAFP71WXXX152385 mileage 122724 asset 10228

1986 Ford Grumman 1000 gpm pumper vin# 1FDPK84N66VA46003 mileage 29720 asset 4893

1987 Ford f-350 pickup vin# 1FTHF36M8KNB66477 mileage 45200 tag 212547(Does not run)



BUSINESS CLASS SERVICE ORDER AGREEMENT

#16

Page 1 of 2

Account Name: Columbia County EMS Station #2

ID#: _____

CUSTOMER INFORMATION (Service Location)

Address 1 322 SW Wingate Ave City Lake City
 Address 2 _____ State FL
 Primary Contact Name _____ ZIP Code 32024
 Business Phone 386-755-1106 County Columbia
 Cell Phone _____ Email Address _____
 Alternate Number _____ Primary Fax Number _____

Technical Contact Name Todd Manning Technical Contact On-site? No
 Technical Contact Business Phone 386-867-1896 Technical Contact Email todd_manning@columbiacountyfla.com

Property Manager Contact Name _____ Property Mgr Bus. Phone _____
 Is On-site Demarcation Accessible? _____
 If No, Site Access Contact Name _____ Site Access Contact Phone _____

COMCAST BUSINESS CLASS SERVICES AND OPTIONS

| Business Class Products: | Product Name | Monthly |
|---|----------------------|----------|
| Comcast Business Internet | 6/1 Level of Service | Included |
| Comcast Business Class TV* <small>*Not available in home offices</small> | C2 Level of Service | Included |
| Comcast Business Class Digital Voice (CDV) | NA | |
| Multi-Product Discount | Included | |
| Total Monthly Service Charge | \$55.92 | |

Internet Options
 Static IP Included
 Microsoft Outlook Office Email _____
 Business Class Webhosting _____

TV Options
 Digital or HDTV Tiers _____
 Digital or HDTV Box Charges _____
 Music Choice _____
 Sports Pack _____
 Other Programming _____

Voice Options
 Non Published Listing _____

Total Optional Monthly Service Charge _____

| | |
|-----------------------|----|
| Service Term (Months) | 36 |
|-----------------------|----|

COMCAST BUSINESS CLASS TOTAL SERVICE CHARGES

| | Installation |
|-----------------------------|--------------|
| Business Class Installation | \$0.00 |
| CDV Activation Fee | NA |
| 800 Service Activation Fee | NA |

| | Monthly |
|---------------------------------|---------|
| Total Monthly Service Charge | \$55.92 |
| Total Optional Services Charges | \$0.00 |

Promotion Code (if applicable) _____

Total Installation Charges:* **\$0.00**

* Does not include Installation Fees Referenced Below.

Total Recurring Monthly Bill:* **\$55.92**

*Applicable federal, state, and local taxes and fees may apply.

INSTALLATION AND CONSTRUCTION ADDENDUM*

As set forth in Section 2.8 of the Comcast Business Class General Terms and Conditions, Comcast has determined that installation is necessary for the Service Location described above as follows:

Total Installation Fees: \$150.00
 Less Fees Paid by Comcast:* \$150.00
 Fees Due Comcast: \$0.00

*Any Installation Fee amount absorbed by Comcast must be immediately paid by you to Comcast if the applicable Sales Order is terminated prior to the end of the Service Term. Please sign below to agree to these Terms and Conditions.

SPECIAL INSTRUCTIONS

30-Day Money Back Guarantee
 Added to Columbia County Master Agreement



BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: Columbia County EMS Station #2

ID#:

CUSTOMER BILLING INFORMATION

| | |
|---|----------------------------------|
| Billing Account Name _____ | City _____ |
| Billing Name (3rd Party Accounts) _____ | State _____ |
| Address 1 _____ | ZIP Code _____ |
| Address 2 _____ | Billing Contact Email _____ |
| Billing Contact Name _____ | Billing Contact Bus. Phone _____ |
| Tax Exempt?* | Billing Fax Number _____ |

*If yes, please provide and attach tax exemption certificate.

AGREEMENT

1. Agreement. This Comcast Business Class Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Class Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Class Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The agreement shall terminate as set forth in the Terms and Conditions. All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://work.comcast.net/legal/aup.asp> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://work.comcast.net/legal/privacy.asp> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Class Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, digital voice usage charges and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00.

3. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS CLASS DIGITAL VOICE SERVICE, I ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE E911 NOTICE :

E911 NOTICE

Comcast business class digital voice service ("Digital Voice") may have the E911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Digital Voice, Comcast must have the correct service address for the Digital Voice Customer. If Digital Voice is moved to a different location without Comcast's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Digital Voice (including 911) may fail altogether.
- Digital Voice uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails, or is exhausted after several hours.
- Digital Voice calls, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

Comcast will need several business days to update a Customer service address in the E911 system. All change requests and questions should be directed to 1-800-COMCAST. USE OF DIGITAL VOICE AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE E911 NOTICE ABOVE.

4. To Complete a Digital Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

5. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the terms and conditions of this agreement.

| CUSTOMER SIGNATURE | |
|---|-------|
| By signing below, customer agrees and accepts the terms and conditions of this Agreement. | |
| Signature: | _____ |
| Print: | _____ |
| Title: | _____ |
| Date: | _____ |

| FOR COMCAST USE ONLY | |
|---------------------------------|---------------------|
| Sales Representative | Rick Peters _____ |
| Sales Representative Code | 7040 _____ |
| Sales Manager/Director Name | Shayla Mobley _____ |
| Sales Manager/Director Approval | _____ |
| Division | South _____ |
| Lead ID | _____ |

#17

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
UTILITY PERMIT

Date: _____ Permit No. _____ County Road SANTA FE RD Section No. _____

Permittee WAYNE & THERESA WIDEMAN

Address _____ Telephone Number _____

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain UTILITY EASEMENT UNDER SANTA FE RD. 3 RIVERS EST.

FROM: _____ TO: _____

Submitted for the Utility Owner by: PAUL Lloyd Soil Scientist Paul Lloyd 7/10/09
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 _____ to the following utility owners _____

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is KEVIN Kirby located at 607 NW QUINTEN ST. LAKE CITY FL. Telephone Number 758-1014. The PERMITTEE's employee responsible for Maintenance of Traffic is HOWARD'S SEPTIC Telephone Number 386-935-1518 (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 90 days after issuance of permit. and shall be completed within 95 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: Paul Lloyd Agent
Permittee

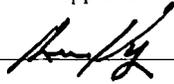
Place Corporate Seal

Paul Lloyd Soil Scientist
Signature and Title

Attested

Utilities Permit
Page three
Revised: 8/17/00

Recommended for Approval:

Signature: 

Title: DIRECTOR OF PUBLIC WORKS

Date: 07-13-09

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

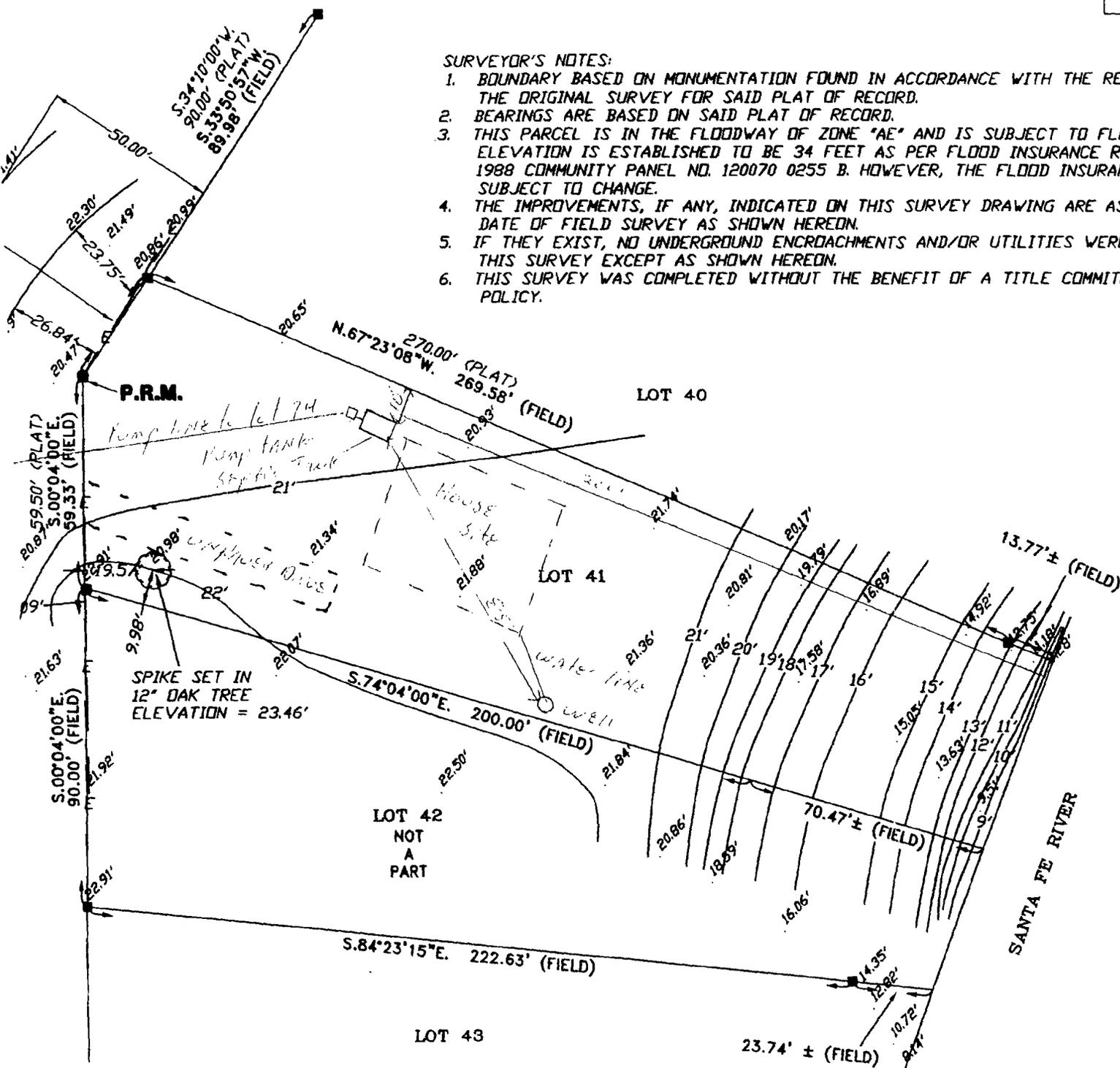
YES () NO ()

Date Approved: _____

Chairman's Signature: _____

SURVEYOR'S NOTES:

1. BOUNDARY BASED ON MONUMENTATION FOUND IN ACCORDANCE WITH THE RETRACEMENT OF THE ORIGINAL SURVEY FOR SAID PLAT OF RECORD.
2. BEARINGS ARE BASED ON SAID PLAT OF RECORD.
3. THIS PARCEL IS IN THE FLOODWAY OF ZONE "AE" AND IS SUBJECT TO FLOODING. A BASE FLOOD ELEVATION IS ESTABLISHED TO BE 34 FEET AS PER FLOOD INSURANCE RATE MAP, DATED 6 JAN. 1988 COMMUNITY PANEL NO. 120070 0255 B. HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
4. THE IMPROVEMENTS, IF ANY, INDICATED ON THIS SURVEY DRAWING ARE AS LOCATED ON DATE OF FIELD SURVEY AS SHOWN HEREDON.
5. IF THEY EXIST, NO UNDERGROUND ENCROACHMENTS AND/OR UTILITIES WERE LOCATED FOR THIS SURVEY EXCEPT AS SHOWN HEREDON.
6. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR A TITLE POLICY.

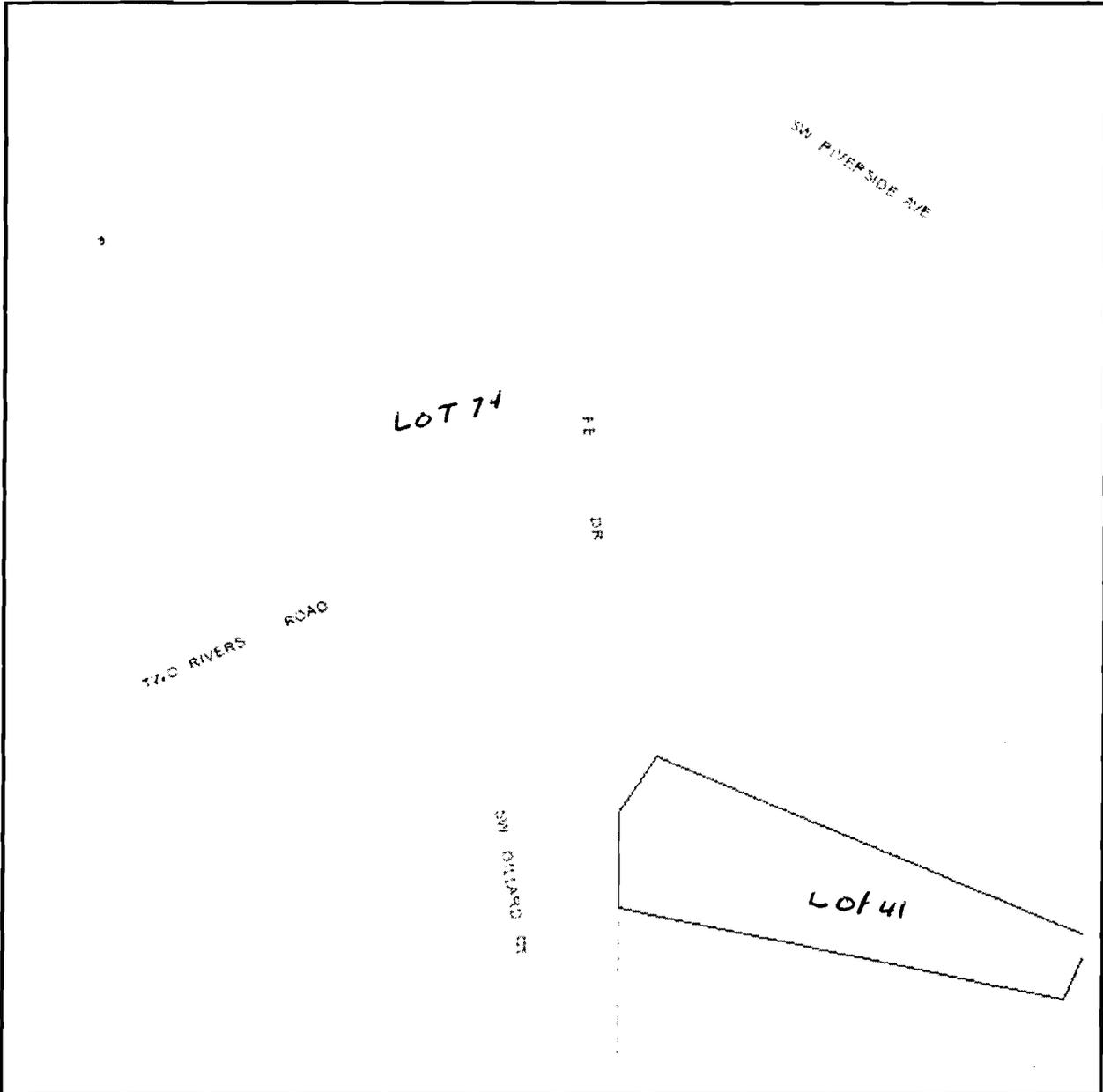


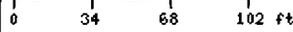
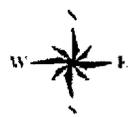
SYMBOL

| | |
|-----|------|
| ■ | 4' |
| □ | 4' |
| ○ | IR |
| ○ | IR |
| ⊕ | PG |
| ▲ | WA |
| ⊕ | CEN |
| * | WEL |
| ⊙ | SAT |
| ⊙ | TEL |
| —E— | ELEI |
| —X— | WIRI |
| ○ | CHAI |
| □ | WOOD |

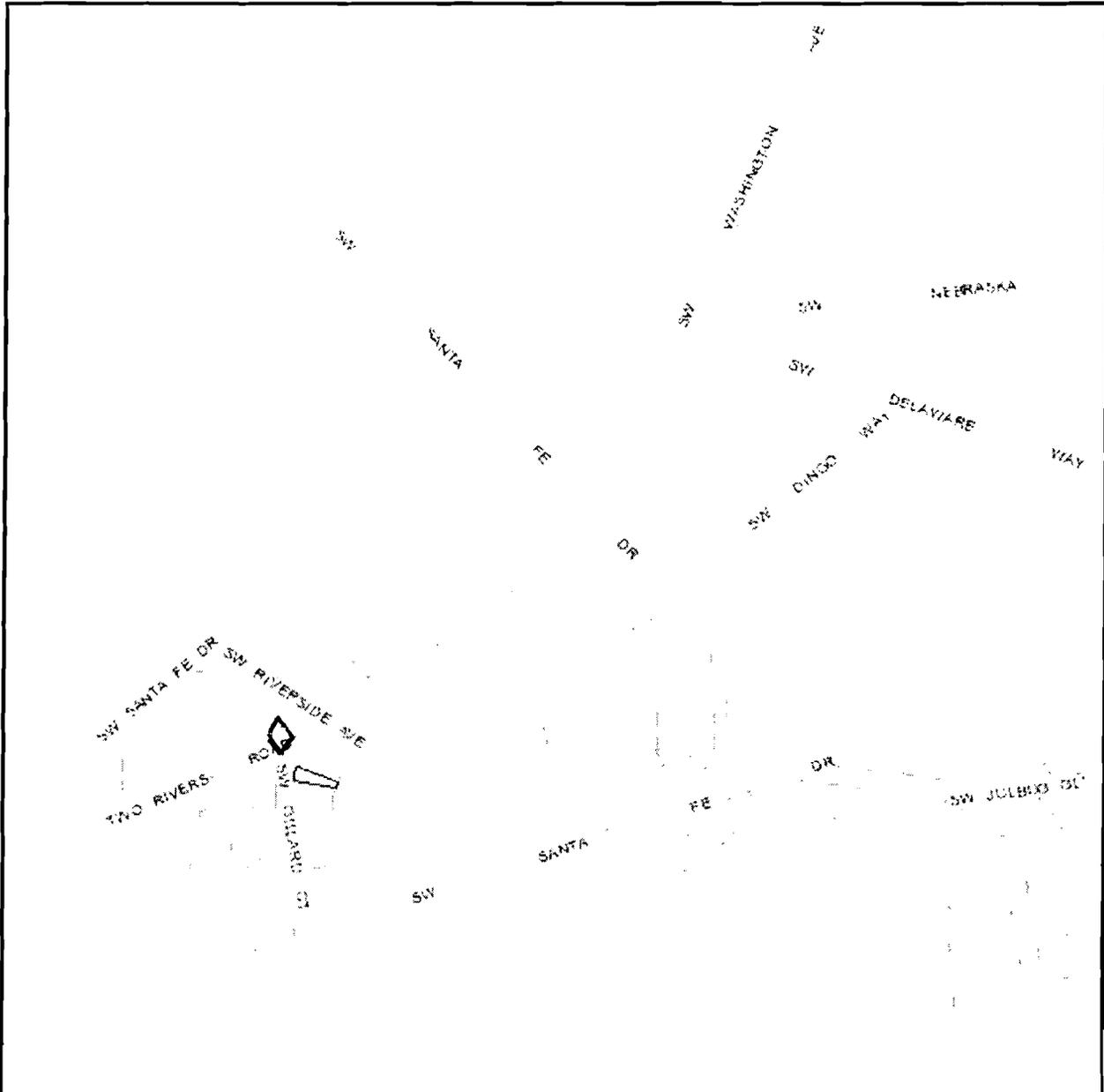
DESCRIPTION:
 LOT 41 OF "THREE RIVERS ESTATES, UNIT 7"
 IN PLAT BOOK 4, PAGE 28 OF THE PUBLIC RECORDS
 FLORIDA.

NOTE: ALL PROPERTY CORNERS LOCATED



| | | | |
|---|------------------------------|--|---|
| Columbia County Property Appraiser | |  |  |
| 1 Coyle Curve, Off I-10 Lake City, Florida 32675-1083 | | | |
| PARCEL: 00-00-00-00650-002 - VACANT (000000) | | | |
| Name: WIDEMAN WAYNE A & THERESA | LandVal | \$10,752.00 |  |
| Site: A | BldgVal | \$0.00 | |
| Mail: 639 LAKEHAVEN CIR | ApprVal | \$10,752.00 | |
| ORLANDO, FL 32828 | JustVal | \$10,752.00 | |
| Sales Info | Assd | \$10,752.00 | |
| | Exmpt | \$0.00 | |
| | County: \$10,752.00 City: | \$10,752.00 | |
| | Other: \$10,752.00 School: | \$10,752.00 | |
| | Taxable | \$10,752.00 | |

This information, GIS Map Updated: 4/27/2009, 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.



| | | | |
|--|--|---------------------|---|
| Columbia County Property Appraiser 1000 Lake City Blvd, Lake City, Florida 32828-3800 | | 0 0.06 0.12 0.18 mi | |
| PARCEL: 00-00-00-00650-002 - VACANT (000000) | | | |
| Name: WIDEMAN WAYNE A & THERESA Site: A Mail: 639 LAKEHAVEN CIR ORLANDO, FL 32828 Sales Info | LandVal \$10,752.00 BldgVal \$0.00 ApprVal \$10,752.00 JustVal \$10,752.00 Assd \$10,752.00 Exmpt \$0.00 Taxable | | County: \$10,752.00 City: \$10,752.00 Other: \$10,752.00 School: \$10,752.00 |

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Columbia County Property Appraiser

DB Last Updated: 4/27/2009

Parcel: 00-00-00-00650-002

2009 Preliminary Values

Tax Record

Property Card

Interactive GIS Map

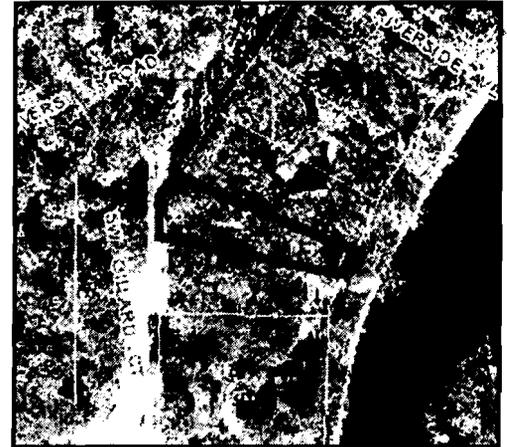
Print

Owner & Property Info

Search Result: 1 of 1

| | | | |
|-------------------------|---|---------------------|----|
| Owner's Name | WIDEMAN WAYNE A & THERESA A | | |
| Site Address | | | |
| Mailing Address | 639 LAKEHAVEN CIR ORLANDO, FL 32828 | | |
| Use Desc. (code) | VACANT (000000) | | |
| Neighborhood | 100000.07 | Tax District | 3 |
| UD Codes | MKTA02 | Market Area | 02 |
| Total Land Area | 0.000 ACRES | | |
| Description | LOT 41 UNIT 7 THREE RIVERS ESTATES. ORB 491-316, 838-056, | | |

GIS Aerial



Property & Assessment Values

| | | |
|------------------------------|----------|-------------|
| Mkt Land Value | cnt: (1) | \$10,752.00 |
| Ag Land Value | cnt: (0) | \$0.00 |
| Building Value | cnt: (0) | \$0.00 |
| XFOB Value | cnt: (0) | \$0.00 |
| Total Appraised Value | | \$10,752.00 |

| | |
|----------------------------|---|
| Just Value | \$10,752.00 |
| Class Value | \$0.00 |
| Assessed Value | \$10,752.00 |
| Exemptions | \$0.00 |
| Total Taxable Value | County: \$10,752.00 City: \$10,752.00 Other: \$10,752.00 School: \$10,752.00 |

Sales History

| Sale Date | Book/Page | Inst. Type | Sale VImp | Sale Qual | Sale RCode | Sale Price |
|-----------|-----------|------------|-----------|-----------|------------|------------|
| 4/8/1997 | 838/56 | WD | V | U | 03 | \$0.00 |

Building Characteristics

| Bldg Item | Bldg Desc | Year Blt | Ext. Walls | Heated S.F. | Actual S.F. | Bldg Value |
|-----------|-----------|----------|------------|-------------|-------------|------------|
| NONE | | | | | | |

Extra Features & Out Buildings

| Code | Desc | Year Blt | Value | Units | Dims | Condition (% Good) |
|------|------|----------|-------|-------|------|--------------------|
| NONE | | | | | | |

Land Breakdown

| Lnd Code | Desc | Units | Adjustments | Eff Rate | Lnd Value |
|----------|-----------------|----------------------------------|---------------------|----------|-------------|
| 000020 | VAC/WATER (MKT) | 0000060.000 FF - (0000000.000AC) | 1.00/1.00/1.40/0.32 | \$179.20 | \$10,752.00 |

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

#18



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Board of County Commissioners
FROM: Stephen E. Bailey, Chairman *SB*
DATE: July 14, 2009
SUBJECT: County Utility Committee Appointment

On July 2, 2009 discussion was held regarding creation of a County Utility Committee. The Board approved the concept and accordingly adopted the member formation of three County Commissioners and two City Councilmen who would serve as voting members.

Therefore, appointment is requested of the below County Commissioners to serve on the County Utility Committee as voting members:

Jody DuPree
Scarlet Frisina

Stephen E. Bailey

The initial meeting of the Committee will be scheduled after notification from the City as to their member appointment.

XC: Dale Williams, County Manager
County Utility Committee File
Outgoing Correspondence

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

#19

**CONTRACT FOR CONSTRUCTION OF
ELECTRONIC MESSAGE DISPLAY SIGN**

THIS CONTRACT made and entered into as of the _____ day of July, 2009, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (herein "County"), and **JADEN PARTNERS, LLC, d/b/a GREEN GROUP MEDIA**, whose Federal tax identification number is 26-4278151, and whose mailing address is 5521 Greenville Avenue, Suite 104-762, Dallas, Texas 75206, (herein "Green Group").

RECITALS

A. Columbia County submitted an Invitation to Bid, Bid No. 2009-G, for a color LED electronic message display (herein "the Project"). A copy of said Invitation Bid, including scope of work, specifications, permits, and warranty provisions is attached hereto as Exhibit "A" and by reference made a part of this agreement.

B. Green Group timely submitted its bid, including scope of work and recommendations for the Project in response to the bid prepared by County.

C. County has selected Green Group as the lowest and best bidder for the Project and the parties desire to enter into this written contract memorializing their agreement.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS**: The foregoing recitals are true and correct.

2. **PROJECT**: In accordance with County's Invitation to Bid, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof, and Green Group's bid and proposal, a copy of which is attached hereto as Exhibit "B" and by this reference made a part hereof, Green Group will provide a complete turn-key project to County, including the removal and discard of existing message center and structure, together with fabrication, installation, power hookup, training, software and warranty for a new full-LED color electronic message display to fit to the area vacated by the existing electronic message center. This shall also include a 5-year warranty associated with the delivery and installation of the new single-face full color LED display. The structure will be located approximately one (1) mile North of the U.S. 90 (Exit 427) interchange on I-75 in Lake City, Florida, as specified in the Scope of Work in the Invitation to Bid (Exhibit "A").

3. **SPECIFICATIONS FOR PROJECT**: The specifications will include those components of the new LED electronic message display elements as described in the specifications of the Invitation to Bid (Exhibit "A").

4. **SCOPE OF WORK**: The Scope of Work to be performed by Green Group shall also include the permitting and warranty provisions described in the Invitation to Bid (Exhibit "A").

5. **ADDITIONAL SERVICES**: In accordance with Green Group's response to County's bid, Green Group shall also provide the following services shown as recommendations in Exhibit "B":

a. **New Aluminum Cabinet**. Green Group will remove the existing message center cabinet entirely, and replace it with a custom cabinet fabricated from rust resistant aluminum.

b. **10% Higher Resolution**. To achieve 10% higher resolution, Green Group will increase the resolution of the display 10%, from 120 x 344 (41,280 pixels) to 128 x 360 (46,080 pixels).

c. Green Group will fabricate a full color display with pixel spacing 31.25mm from center to center and with an overall active area of 13'1" x 36"11".

6. **PAYMENT**: In consideration of this agreement, County shall pay Green Group the total sum of \$115,995.00 (including \$110,245.00 for the Project and \$5,750.00 for the first 5-year warranty described herein). County shall have the option of obtaining an additional 5-year warranty (total 10 years) for the additional sum of \$5,750.00 which may be purchased by County at execution of this contract. Payment shall be made as follows:

a. \$57,997.50 upon County's receipt of this contract executed by all parties, and Green Group providing County with a performance and payment bond in the total sum of \$110,245.00 in a form acceptable to County and in the amount of this contract.

b. The remaining balance of \$57,997.50 upon completion of the contract work and its acceptance thereof by County.

c. The bond amount required is only \$110,245.00 for the Project. The warranty shall not be bonded.

7. **FULL COMPLIANCE**: Unless specifically conflicting with the terms and provisions of this contract, Green Group shall be required to comply with all terms and conditions of the Invitation to Bid, including paragraphs 1 through 38 included as part of Exhibit "A."

8. **TERM**: The term of this contract shall be from the effective date of this agreement as first above written and with the exception of the warranty provided for herein, all terms and conditions of the agreement shall be completed on or before 90 days from effective date of contract.

9. **WORK PERFORMANCE**: If Green Group fails to comply with the terms and conditions of this contract and the specifications hereof, including the performance of the work in a good and workmanlike manner, then the County may, at its sole discretion:

a. Immediately terminate this contract, in which event the obligations of the parties hereto shall mutually cease. The County will then pay the contractor for all work performed in an acceptable manner, but shall withhold from such monies such amounts as may be reasonably necessary to accomplish or remedy the failures for which the contract was terminated; or

b. Immediately discharge the contractor without terminating this contract. The County shall then take steps as are reasonably necessary to secure the completion of the work to be accomplished by the contractor during the term of this contract, and shall make payment to such substitute contractor or other parties in such sums as may be reasonably necessary under the circumstances to secure the accomplishment of the Scope of Work described in this contract. If the amount required to be paid by the County exceeds the sum remaining to be paid pursuant to this contract, the contractor shall be liable to the County for the excess sums; or

c. The County may secure any other remedy available to it in law or equity, including but not limited to actual and consequential damages and filing an appropriate claim against the performance bond.

10. **INDEPENDENT CONTRACTOR**: Green Group is an independent contractor and not an employee, agent, partner or joint venturer of County. Green Group shall not have the right to bind County as County's agent or in any other manner without County's prior written consent.

11. **HOLD HARMLESS**: Green Group will defend, indemnify and hold County

harmless from all claims, injuries, damages, bodily injury and property damage resulting from or arising out of Green Group's negligence, acts, omissions or failure to act or arising from this contract. County shall be named an additional insured on the general liability insurance provided as required herein.

12. **INSURANCE**: Green Group, at its expense, shall procure and keep in full force and effect during the term of this Lease, a policy of insurance to the reasonable satisfaction of the County as to the insurer insuring and protecting the County and Green Group, as their respective interest may appear, against losses and damages sustained or suffered because of a casualty event or death, injury, or damage to person or property. Green Group shall as a minimum provide the following insurance coverages:

- a. comprehensive general liability coverage with limits of no less than \$1,000,000 as to personal injury liability and as to property damage liability. Also automobile general liability no less than \$500,000. Florida statutory amounts of workers' compensation insurance.
- b. Green Group shall require its subcontractors to maintain the same insurance coverages.
- c. County shall be provided a certificate of such insurance before commencement of work on the Project.

13. **NOTICES**: All notices, demands, and other communications required pursuant to this contract shall be in writing and shall be sent by certified mail, postage prepaid, return receipt requested, and shall be effective upon receipt or one (1) business day after being delivered to the following individuals and their addresses:

- a. Randy Stern
Jaden Partners, LLC
d/b/a Green Group Media
5521 Greenville Avenue
Dallas, Texas 75206
- b. Dale Williams
County Manager
County Administrative Offices
135 NE Madison Street
Post Office Box 1653
Lake City, Florida 32056-1653

With copy to: Marlin M. Feagle
County Attorney
Post Office Box 1653
Lake City, Florida 32056-1653.

13. **VENUE**: This agreement shall be construed and governed by the laws of the State of Florida where the Project is being constructed. Columbia County, Florida shall be the sole and exclusive legal dispute between the parties. In the event of a dispute between the parties relating to this agreement or any reach thereof, then the defaulting party shall be liable and pay to the non-defaulting party the reasonable attorney's fees and costs incurred by the non-defaulting party, including any appeal therefrom.

14. **FAILURE TO PERFORM**: Green Group shall not be responsible for failure to perform the terms and conditions of this contract if the failure to perform is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Green Group's control. In the case of any failure to perform which Green Group believes is excusable by this provision, Green Group shall notify the County, in writing, of the delay or potential delay within five (5) days after the cause that it believes creates the excuse for delay.

15. **REPRESENTATIONS BY GREEN GROUP**: Green Group represents and warrants it is properly licensed to complete the Project and authorized to do business in the State of Florida.

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

Witness

Print or type name

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

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

(SEAL)

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of July, 2009, 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 or who has produced a Florida driver's license as identification.

Notary Public, State of Florida

**(NOTARIAL
SEAL)**

My Commission Expires:

Signed, sealed and delivered
in the presence of:

JADEN PARTNERS, LLC
d/b/a Green Group Media

Witness

By: _____
Randy Stern, Managing Member

Print or type name

Witness

Print or type name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of July, 2009, by **RANDY STERN** as the Managing Member of **JADEN PARTNERS, LLC** d/b/a **GREEN GROUP MEDIA**, on behalf of the limited liability company, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

(**NOTARIAL**
SEAL)

My Commission Expires:

INVITATION TO BID
BID NO. 2009-G
COLOR LED ELECTRONIC MESSAGE DISPLAY

Sealed bids will be accepted until 2:00 p.m. Wednesday, April 8, 2009. Bids should be mailed to Columbia County Board of Commissioners, P.O. Box 1529, Lake City, FL 32056. Express packages should be addressed to 135 N.E. Hernando Ave. Room 203, Lake City, FL 32055. Phone (386) 719-2028.

SCOPE OF WORK

The Columbia County Tourist Development Council, a department of the Columbia County (FL) Board of County Commissioners, is soliciting bids for removal of the existing components of an electronic message display and discard of all materials involved. The structure is located approximately one-mile north of the U.S. 90 (exit #427) interchange on I-75 at Lake City, Florida. The existing structure measures 13'6" tall x 38'6" wide. Bids shall include proposals for an LED sign that fills the existing space of the existing sign.

The bid should include a turn-key cost for the services listed above for removal of the existing structure, along with fabrication, installation, power hook-up, training, software and warranty of a new full LED color electronic message display to fit into the area vacated by the existing electronic message center.

SPECIFICATIONS

Components of the new LED electronic message display will include the following elements:

- 1.) Fabricate, install and make fully operational one (1) single-faced LED electronic message center that measure 13'3" x 37'9" inside the existing cabinet that measures 13'6" x 38'6". At a minimum, there will be four (4) LEDs per pixel with the color configuration of two (2) greens, one (1) blue and one (1) red. The LED will be 34 millimeter, or better, red-green-blue 120 x 344 matrix, 9" display (15 lines, or better. The LED display will be 34 millimeter red/green/Blue 120 x 344 matrix 9" display (15 lines). The active area is 13' x 37'3".
- 2.) Provide SONY Vega, Dsign Xpress, or other comparable software. PC will be imbedded in display with software to be installed on customer's own PC. In-house graphic support by supplier is required. DSL line or equivalent to be included extended to the site by County at its expense and connected by Green Group.
- 3.) Other features of the display to include:
 - Easy programming with menu-driven software
 - Color and grayscale imaging
 - Easy animation creation
 - 100 preprogrammed pictorial graphics
 - Automatic temperature sensing element for time and temperature display

- Six (6) time/temperature display modes
- Multi-plate solar temperature shield
- Necessary temperature cable up to 100'
- One year advanced program scheduling
- Automatic daylight savings and leap year adjustments
- Multi-stage automatic dimming
- On-screen software diagnostic information
- Sunshades for improved angularity, contrast and clarity when compared to lexan window glare
- Heavy duty cabinet prepared and painted for resistance to environmental elements
- Programming, installation and service manuals for software.
- Programming computer can be used for other applications
- E.T.L. approval
- Front face access
- All required lightning grounding protection currently available for existing display.

4.) A payment schedule for the project should be included with your bid.

PERMITTING

The firm submitting the winning bid shall be responsible for obtaining all required City of Lake City, Columbia County (FL) and State of Florida permits applicable to this project. The firm chosen to implement this project will be required to provide a performance bond, upon signing a contract with Columbia County. The Columbia County Tourist Development Council retains the right to reject all bids.

WARRANTY

Vendor shall provide a detail explanation of the warranty offered which shall include at a minimum a comprehensive, all-inclusive 60 months warranty from the date of completion. In addition, details on the warranty and basis for costs for a subsequent 60 month period shall be included in the RFP. Any exceptions to the original warranty (Acts of God, vandalism) that may be covered by Columbia County insurance should be noted in the proposal.

INQUIRES

For questions concerning the existing sign or to arrange an on site inspection please contact Harvey Campbell, (386)758-1397.

For questions concerning the bid documents or bidding procedures please contact Ben Scott, Purchasing Director, (386) 719-2028.

Any changes made to the specifications shall be in writing only no verbal comments shall change the minimum requirements listed in the specifications.

Spay

#20

MINUTES of
June 18, 2009

The Columbia County Board of County Commissioners met in a scheduled meeting at the School Board Administration Office. The meeting opened at 7:00 p.m. with prayer. The Pledge of Allegiance to the Flag of the United States of America followed.

Commissioners in Attendance:

Stephen Bailey, Chairman
Ronald Williams
Dewey Weaver
Jody Dupree
Scarlet Frisina

Others in Attendance:

County Manager Dale Williams
Attorney Marlin Feagle
Deputy Clerk Sandy Markham
Asst. County Manager Lisa Roberts

ANNOUNCEMENT: Regarding the resolution withdrawing from Florida Crown Workforce listed on the agenda, Chairman Bailey clarified that is not a public hearing, as resolutions do not require a public hearing.

PUBLIC COMMENT:

Citizen Stewart Lilker questioned why the county purchased Commissioner Dupree a **laptop** computer with their being no policy to allow for the purchase, but especially when considering the fact that the county is faced with such tough economic times. Mr. Lilker pointed to lines running through the center of a facsimile that he received from the county. He reported this has been going on for some time. He asked that in the future, before money is spent again on a laptop that the commissioner doesn't even bring to the meeting with him, that things such as repairs to fax machines be given priority.

Regarding the **Florida Crown Workforce Resolution**, Mr. Lilker said that he conducted a survey before the meeting. He said that he surveyed students and adults in the library, and it appeared to everyone, according to the agenda, that the county would be conducting two public hearings. One being the resolution with Florida Crown. He agreed that the Board did not have to have a public hearing in order to pass a resolution, but stated there is nothing that would prohibit them from doing so.

Mr. Lilker reviewed the actions of the Board regarding Florida Crown; beginning with the motion made by Commissioner Dupree on February 19, 2009. He reviewed the Consortium's action in early June where the Consortium, including Chairman Bailey, unanimously voted to accept Columbia County's resolution withdrawing, and to request that the Columbia County Board of County Commissioners send a letter to the Attorney General seeking an opinion as to whether the motion approved on May 21, 2009, rescinding the prior resolution of the Board of County Commissioners to withdraw from the Consortium, is legal. He said that it is unconscionable to him how the commissioners have totally disregarding the rule of law and the benefit that Florida Crown serves. He asked the Board to consider the 4,000 unemployed citizens within the county and the help that Florida Crown could offer to them. He said that the Commission needs to get a better understanding of what it is that Florida Crown does and how their funding streams work.

Citizen Carolyn Baker expressed concern with the extremely poor condition of **Rum Island Terrace** and the large amount of traffic the road experiences. She said that Memorial Day Weekend **Rum Island Park** had to be closed due to the conditions of the road and the number of vehicles that were stuck in the road.

Citizen Robert Jankowski complained that there is constant issue with **speeding** vehicles on **Pounds Hammock Road**. He said there are vehicles consistently traveling 30-40 mph over the speed limit. He said the matter has been addressed with Commissioner Bailey and Sheriff Hunter. He said that a radar machine was put out for a few days, but offered little relief. He requested enforcement in the area. He said that he and a neighbor have both come very close to being hit by a speeding vehicle. Mr. Jankowski is concerned for the safety of the children living on the road.

Citizen Mary Jipson also expressed the same concerns spoken by Ms. Carolyn Baker and shared with the Board photographs of **Rum Island Park** and **Rum Island Terrace**. She said that the road having to be closed on Memorial Day, and the residents and their guests not being able to travel in or out of the road says it all. She also shared that she is concerned about the health of the spring and the river. She requested the county pave Rum Island Terrace.

Citizen Jim Tatum said that he and his wife came before the Board several years ago to request the **Rum Island Terrace** be paved. He said that since then, the road has consistently deteriorated. He elaborated on comments made by Ms. Jipson and Ms. Baker and acknowledged efforts made by the county to assist. Unfortunately, the efforts have not been enough to cure the problems, he said. He also requested that the Board pave the road. He said that it seems that there are other roads in better condition than Rum Island Terrace that are getting paved. He asked what the criteria is for getting a road paved, and what the future plans are for the road.

Commissioner Weaver concurred with the comments made by residents of **Rum Island Terrace**. He said that the park has always been used, but is now very highly used by local and out of town visitors. The high volume of traffic is a major contributor to the road's problems. He asked the County Manager to give an update on the road.

County Manager Williams said that by far, **Rum Island Terrace** was the worse road in the county during the long Memorial Day weekend. He said that engineers have concluded that there is no fix for this road other than to pave it. The immediate problem is that the budget has already been adopted and now the county will have to try to find the money to pave it. Once money is located, the Board would have to be asked to amend the **Road Improvement Plan** to include **Rum Island Terrace** and to amend the budget. The cost estimate for paving this road is approximately \$575,000. This cost may be trimmed by performing some of the work in house.

PLANNING & ZONING by County Planner Brian Kepner

Public Hearing (1st Reading)

LDR 09-1 - Revision of Section 14.9 of the LDR's entitled **Special Family Lot Permits**. This is an amendment to the Land Development Regulations, pursuant to Application LDR 09-01, providing for an amendment to Section 14.9. Special Family Lot Permits to change the issuing agency to the Board of County Commissioners, define immediate family member; establish an application procedure for special family lot permits; limit the length of the permits; change the minimum lot size to one acre; and add language to establish an affidavit and agreement form to be

signed by the applicant to state family relationship, homestead exemption, and establish a process for allowing the transference of special family lot. The Planning and Zoning Board recommended approval. The public hearing opened.

Citizen Ms. Blake asked if her understanding was correct that if a person who owns a ten acre parcel will be allowed to deed one acre tracks to each of their eight children. Answering Ms. Blake, Attorney Feagle told her that her understanding was correct, assuming all requirements are met and approval is given by the Board of County Commissioners. This revision would not supersede any deed restrictions placed on property. Ms. Blake was in favor of the Board approving LDR 09-1.

Citizen Stewart Lilker complained that the document to be amended is not prepared with underlines and strikethroughs so that the public is able to recognize the proposed revisions. Additionally, he said the proposed ordinance has "First Reading" boldly stamped across it, making the ordinance very difficult to read. He told the Chairman that the public has a right to know what it is being changed as it clearly affects their lives. Mr. Lilker said that he opposes land being subdivided as many times as it possibly can be in an agricultural district. He said that he purchased his property in an agricultural district so that he would not be surrounded by neighbors and that people should be able to have a reasonable expectation that when they purchase a piece of property that it will stay "relatively" the same. He asked that the Board re-notice this matter, this time using the strikethroughs and underlines so that the people will understand what is being changed, and that the proposed affidavit be made available to the people as it is part of the ordinance.

Citizen Rita Hedrick recalled when this matter was originally discussed that the Board did not want a ten or twenty acre parcel of land to become a small mobile home court, but with the revision, this will be possible. She asked how the broken lots would be assessed for trash pickup. The County Manager explained that this would not preclude anyone from paying their assessments. Once a home is permitted it is automatically added to the collection roll.

Citizen Carmen Mikulic shared her opinion in that what one does on the property they have purchased is their own business, unless they are doing something illegal. She said that she does not understand how the county or anyone else has a right to tell someone that their family cannot live with them or share their land, regardless of whether the home is a tent or a brick home. She said it is about "family."

Citizen Louis Munoz, brother of Carmen Mikulic, asked Attorney Feagle if all real estate could be bought and sold freely. The reply was that it may be bought and sold, but the transaction is always subject to governmental restrictions and other regulations. Mr. Munoz said that before he purchased his land that he asked questions, received the needed answers, and then passed that information on to his siblings. He said that siblings are natural resources for this county. He asked that the size of the lot be left at ½ acres as it is not about helping the rich, but the poor. He said that he traveled Branford Highway in order to get to the meeting and that the road was littered with large limbs due to bad weather. He suggested this matter be put off until the Board is able to have more public participation.

Citizen Barbara Lemley said the situation is a tough one, but that she understands how a person who purchases in an agricultural area would be upset to learn they could soon be surrounded by mobile homes or houses. Ms. Lemley asked what happened if someone was deeded one acre of

family property, built a brick home, and then the home went into foreclosure. Attorney Feagle replied the home could very well end up in the hands of a third party and no longer be family property. She said that she believes this is a setup for mini subdivisions. She said more thought needs to be put into this matter and that equal attention needs to be given to protecting property owners' rights.

Citizen Lottie Camara purchased a 10 acre parcel, among fourteen other 10 acre parcels, approximately 15 years ago. She said that she also asked questions before spending her money, because after moving from Tampa, she wanted to purchase the quieter life. She said that she asked if it would be possible for the surrounding properties to be cut into smaller parcels and or changed into a subdivision. She said that she was assured that the ten acres could not be subdivided into many small tracks, but that a family member could divide their 10 acres into two 5 acre tracts. She said if the amendment is passed, it will be subdivisions within subdivisions. She said that she feels her property rights are being violated.

Citizen Mary Jipson told the Board that recently there were individuals who purchased property across the street from her and that they have already begun dividing the property. She said that one recently purchased parcel has already been divided into four. She said that she has concern with the infrastructure, concurrency, and water quality. Ms. Jipson said that she was at a Water Management meeting earlier in the day where there was discussion that there is not enough water to support the growth. She told the Board this is nothing more than urban sprawl. She said agricultural zoned areas are vanishing and should be protected. She asked the Board to embrace agriculture as other counties are doing such as Suwannee and Gilchrist are doing and to do it before it is too late.

The public hearing closed. The Chair announced that the next public hearing will be on July 02, 2009. The Board will make a final decision at that time.

Commissioner Williams said that he has no problem with changing the size of the lot from one half acre in size to one acre. He said that family is important to him. Commissioner Williams agreed that the Board of County Commissioner should not have a right to tell family that it cannot live on property with family. He said the issue has nothing to do with mobile homes or urban sprawl, but it is about family.

Commissioner Weaver recalled that when the Board first began discussing this that there was discussions that this would help those who could not afford larger tracks of land. He feels family should be able to help family in times of need, which is what the ordinance was designed to do. He said the deeded property must be homesteaded, which means they must live there. Commissioner Weaver said that he would support the amendment.

PAUL PEARCE ROAD CLOSING - Public Hearing

The Board considered closing Paul Pearce Road. The road is located in Township 5 South, Range 17 East, Section 21: All that portion of SW Paul Pearce Lane lying easterly of the following described line: For a Point of Beginning, begin at the Southwest corner of Tax Parcel No. 09314-000 and run Easterly along the Southern boundary of said parcel a distance of 55 feet to the Point of Beginning of said line; thence run Southerly (perpendicular) a distance of 65 feet to the Point of Termination of said line.

Attorney Feagle explained that if the Board chooses to close the road that they have options for doing so. The Board can close it under statutory procedure where the title reverts back to the property owner(s), or the county could simply retain ownership of the road, but barricade the road to stop the flow of traffic.

The public hearing opened. There was no one to speak in opposition to closing the road. Ms. Deborah Ware spoke in favor of the closing and on behalf of her Mother. She explained that her mother has already signed a deed to the county for a piece of property 55 x 65 foot in size. The land deeded to the county will include the Kriehouser's driveway and give them road frontage. The deed will also ensure sufficient property for a turn-about, should the Board decide to close the road.

The public hearing closed. The Board considered Resolution 2009R-20.

Commissioner Frisina said that she has made sure that provisions have been made for a turn-around, and that Ms. Pearce has already signed a Warranty Deed to the county.

MOTION by Commissioner Frisina to close the road contingent upon receiving the warranty deed. Second by Commissioner Weaver. The motion carried unanimously.

FLORIDA CROWN WORKFORCE – Resolution No. 2009R-21

Attorney Feagle presented the resolution with points of clarification. This resolution is for withdrawal from Region 7 Florida Crown Workforce Board. Resolution 2009R-09 was a resolution to withdraw from the Consortium. He said they feel it is necessary that if the Board of County Commissioners wishes to withdraw from the Region 7 Workforce Board, that a resolution to that effect would be in order. He said that because there has been some confusion as to whether the Board has withdrawn from Region 7, the Board needs to state its intent. County Attorney Feagle said a resolution clarifying the county's position is needed.

Commissioner Weaver recapped what has transpired over the last few months with Florida Crown and the county's good faith actions to rescind the resolution based on progress being made on the concerns. He said that according to Chairman Bailey and County Manager Williams there has been no progress.

Commissioner Williams said that he supports withdrawing from the Consortium altogether, including the Florida Crown Workforce Board. He said that Florida Crown asked the Board to make a good faith step, yet their own actions were totally opposite. Commissioner Weaver said the problem with that "Board" is that it answers to the Director instead of the Director answering to the Board.

MOTION by Commissioner Williams for Columbia County to withdraw from the Consortium effective June 30, 2009. Second by Commissioner Dupree. The motion carried unanimously.

MOTION by Commissioner Williams to withdraw from the Florida Crown Workforce Board [Resolution 2009R-21]. Second by Commissioner Dupree. The motion carried unanimously.

CONSENT AGENDA

- (1) Solid Waste - Consolidated Waste Management Grant Application (Small County Grant FY 09-10) - \$78,787.00 (reduction of \$198,529.00)
- (2) 9-1-1 Addressing - Naming of Unnamed Roads - NW Tyre Glen
- (3) Sheriff's Office - Florida Department of Law Enforcement American Recovery Act - JAG Countywide Application for Funding Assistance - \$326,937.00
- (4) Columbia County Emergency Medical Services - Refund Request Blue Cross and Blue Shield - \$239.49
- (5) Request for Roadside Memorial Marker - Manuel Joseph Parker, Jr., Deceased - SW Koonville Avenue (8 miles from US Highway 90 West)
- (6) Utility Permit - Comcast Cable - County Road 252B
- (7) Richardson Recreation Center - Refund Request - Summer Camp Program - Peyton MacDonald, Enrollee - \$225.00 Payable to Mrs. Stephanie MacDonald
- (8) Suwannee River Economic Council, Inc. - (S.H.I.P.) – Subordination Agreement - Fidencio and Rochelle Garcia - \$15,000.00
- (9) Public Library - Youth 2 Work Program Participation through the Florida Crown Career Centers & Arbor Education & Training Program - Six Weeks Course for the summer - No Cost to Public Library
- (10) Ellisville Wastewater Treatment Plant & Collection System – Legal Opinion/Resolution & Site Certification
- (11) External Budget Amendment - Public Works - BA #08-15 Transportation Fund - Purchase a Hot Mix Transporter with Tack Tank and Propane Tank - \$3,500.00
- (12) External Budget Amendment - Public Library - BA #08-24 Computers Purchased at Richardson \$10,603.00
- (13) External Budget Amendment - Public Works - BA #08-25 Transportation Fund - Fuel Tracking System Replacement \$10,000.00
- (14) External Budget Amendment - Fire/Rescue - BA #08-26 – MSBU Fund - Repairs to Fire Trucks and Stations - \$25,000.00
- (15) Suwannee River Economic Council, Inc. - (S.H.I.P.) – Subordination Agreement - Mary Hornsby Summerall - \$10,000.00
- (16) 9-1-1 Addressing - Naming of Unnamed Roads - NW Paps Court
- (17) Change Order - Gray Construction Services, Inc. - Fire Station (Race Track Road) - \$7,554.60
- (18) Timber Contract Agreement - Greenville Timber Corporation – Sale of Landfill Timber - Landfill Expansion Site
- (19) Public Works - 3 Motor Grader Exchange - Total Cost Agreement with Ring Power - \$231,338.00 with \$100,000.00 buy back
- (20) Wetland Solutions, Inc. - Cannon Creek Project – Wetland Permitting Services
- (21) Utility Permit - Windstream Florida, Inc. - S.W. County Road 778
- (22) Human Resource - Grievance Filed (Rachel Courtney) – Appointment of Grievance Review Committee - Chairman Stephen E. Bailey and Commissioner Dewey Weaver

MOTION by Commissioner Williams to approve the Consent Agenda as printed, unless there are items needing clarification. Second by Commissioner Weaver.

There was a call from the public to clarify items #10, #11, #12. County Manager Williams assisted with clarification.

Regarding item #10, the county is asking for a line of credit to be pre-approved. The county is approved up to \$5,900,000. Paperwork will be required each time the Board draws on the money

and it will come before the Board. The County does not know at this time how much of that money will be needed as plans are not complete.

Regarding item #11, this is a budget amendment, therefore no invoice is attached. Money is being moved from Equipment Reserves to Equipment Purchases. The purchase will be \$3,500 and the invoice will have to be approved by the Purchasing Department.

Regarding item #12, this is also a budget amendment. Computers were purchased through a line item. The line item was not sufficient to get the library through the end of the year. Therefore, money is being moved from Equipment Reserves to Equipment Purchases to replenish the line item.

The motion carried unanimously.

RECORD RETENTION

At the Board meeting on May 21, 2009, the Board approved the payment of invoices for records storage for the Clerk's office for the cost of storing records outside of existing county property. The Clerk is asking that the Board assume the cost for records storage on a permanent basis in accordance with Florida Statutes 29.008, until a suitable county-owned storage facility is made available. County Manager Williams said that there are costs involved with this storage that are not the Board's responsibility, such as photo copying. The Board's responsibility is to provide the storage space and the operating cost associated with the space, such as electric, insurance, etc. The County Manager said that prior to the Board taking action that he will need to meet with the Clerk to obtain more information and to discuss anticipated future costs.

WESTSIDE COMMUNITY CENTER (Continued from the June 04, 2009 Meeting)

The matter of purchasing approximately 21.14 acres located on Birley Road for a District 2 and District 3 Westside Community Center was tabled at the last meeting. Before taking action at that meeting on the proposed Guynn parcel, the Board wanted to consider another property being offered by Lenvil Dicks.

The property being offered by Mr. Dicks is just over 17 acres. He is asking \$10,000 per acre for the property. This property has not been appraised, yet internal staff believes it could be supported by an appraisal. The property is located off of Bascom Norris Drive, in the vicinity of county property commonly referred to as the Old Boy's Club site. The County Manager said that both properties are very nice and have good attributes. However, the County was searching for property that would best jointly serve District 2 and 3. The property that Mr. Dicks is offering is situated closer to Districts 1 and 3.

The proposed Guynn property consists of 21.14 acres and appraised at \$10,000 per acre. The asking price is \$10,742.66 per acre, which is in excess of the appraised value.

The Guynn parcel is the only parcel that met all criteria. Two other parcels were previously considered for this project. Both were located near the corner of Birley Avenue and Pinemount Road.

Commissioner Weaver said the property on Bascom Norris is a nice piece of property but would not be suitable to serve the districts intended. He said the Guynn parcel is by far the most suitable parcel to serve Districts 2 and 3 and the most reasonably priced. Commissioner Dupree added that he and Commissioner Weaver have spent a lot of time considering properties to purchase for a community center that would serve both of their districts.

Attorney Feagle explained that in order to purchase this for an amount in excess of the appraisal, Florida Statutes requires an extraordinary vote with at least four commissioners voting in favor of the motion.

MOTION by Commissioner Dupree to purchase the Westside Community Center property from Dorothy Guynn at her requested price. Second by Commissioner Weaver. The motion carried unanimously.

Commissioner Dupree advised that it is his understanding that a Board of Directors has already been established for the community center.

911 COMMUNICATIONS CENTER

Of all the components that go into the communications system, the one component that is the largest concern is the radios. The radios at the 911 Center are very dated, and had it not been for the new 911 Director, Doug Brown, and his knowledge of radios, there is a good possibility that county would have experienced serious failures. A budget has been approved to replace those radios as well as the items that go along with the radios [i.e. uninterrupted power source, furniture, etc.]. The county has been provided a quote by Motorola for the nine consoles in the amount of \$624,681. The proposed contract is being reviewed by Attorney Feagle, and Purchasing Director Ben Scott is reviewing all of the purchasing requirements.

Motorola added a caveat that if the county would commit before the 30th of the month that they would deduct \$25,000 from the price. The County Manager said that the county could schedule a special meeting prior to the end of the month to address this, or the Board could approve the contract subject to Mr. Scott's clearance that all purchasing requirements of the Board's policy and law have been met, and subject to Attorney Feagle finding that the contract meets all necessary requirements

MOTION by Commissioner Weaver to approve contingent upon receiving approval from the County Attorney and the County Purchasing Agent. Second by Commissioner Frisina. The motion carried unanimously.

WAYNE T. & GOLDIE K. HUDSON

On May 12, 2006, Mr. & Mrs. Hudson executed and recorded a Warranty Deed that was prepared by Title Offices, LLC, for retention within Greenridge Estates, an unrecorded subdivision [Official Records Book 1083, Page 2532]. The County cannot find any documentation which would indicate the county had knowledge or accepted this Warranty Deed or of the retention. This Warranty Deed was discovered when the county received a bill from the Tax Collector's office for non payment of the 2008 non advalorem assessments.

Attorney Feagle advised that any valid deed requires not only its proper execution in the presence of two (2) witnesses and a notary public, but also delivery to the grantee and acceptance of the deed by the grantee. The attempted conveyance of the lands described in the deed is invalid, but needs to be cleared up on the public records of the county. The County Attorney suggested if the county deems it does not need the property that it be deeded back to the original land owners [Hudsons]. If the landowners do not accept it back, a quiet title would be needed.

MOTION by Commissioner Williams to accept the County Engineers recommendation that the county does not need this property and it poses a potential liability to the County, and that it be deeded back to the landowners. Second by Commissioner Weaver. The motion carried unanimously.

OTHER

Commissioner Williams said that **Mr. Jerry Jerry** who lives on **Queen Street** needs a small load of limerock to repair his driveway. Mr. Jerry is willing to do the labor himself since he knows the path of the water as it runs off of the road and onto the property.

Commissioner Williams reported that **William Harris**, a resident of **Voss Road**, has the same situation as Mr. Jerry Jerry. He is also willing to make the repair by using a small load of dirt.

MOTION by Commissioner Williams to approve the requests of Mr. Jerry and Mr. Harris. Second by Commissioner Weaver. The motion carried unanimously.

Commissioner Williams requested assistance at the last meeting for a **lady** [no name provided] living on **Voss Road** who is experiencing water standing under her house due to stormwater runoff. Commissioner Williams said that he has discovered since that meeting that the home is actually located just within the city limits. Commissioner Williams has reported the problem to the City and no assistance is required by the county.

Commissioner Williams said that he would like for the Board to reaffirm its commitment to Road Superintendent **Kevin Kirby**. He would like for Mr. Kirby to know that the Board is behind him 100% and believes he is doing a tremendous job at the Road Department. He said that he did not want any strings attached to the commitment.

MOTION by Commissioner Williams to back Kevin Kirby 100%. Second by Commissioner Weaver. The motion carried unanimously.

Commissioner Weaver wished his wife **Happy Anniversary**.

Commissioner Dupree reported that the work on **Nash Road** has been completed, and **Turner Road** is scheduled to begin next week. He thanked the Board for all of their assistance with the projects.

Commissioner Frisina extended a **Happy Fathers Day** wish to all of the fathers in attendance.

ATTEST:

Board of County Commissioners

P. DeWitt Cason
Clerk of Circuit Courts

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

July 9, 2009

TO: Board of County Commissioners

FR: Jody DuPree, County Commissioner 

RE: Meeting with Building Officials –
Unlicensed Contractors

As requested by the Board of County Commissioners I have met with Columbia County Building Officials to discuss the issue of unlicensed contractors and subcontractors. Due to circumstances beyond his control, Commissioners Williams was unable to meet; however, he has read the recommendations stated below and concurs.

Specific recommendations regarding methods to reduce the use of unlicensed contractors and subcontractors are as follows:

1. Effective October 1, 2009 the attached “Subcontractor Verification Form” shall be required as a condition of permit issuance. October 1, 2009 is the date of implementation as it coincides with the implementation of applying for permits electronically.
2. The county will provide for inspections, separate from the current building inspections, to verify that the person or persons actually working on a building project meet the requirements of law. Each project for which a building permit is issued is subject to the license inspection. It is expected that the individual or individuals performing license inspections will be certified as a Code Enforcement Officer for the purpose of issuing citations and Notice of Violations (NOV’s).
3. In order to set the proper example the county will insure that all work performed by or in behalf of the county meets licensing and permitting requirements as required by law.

This is to acknowledge that I have read and concur with the recommendations stated above.

Ronald Williams, Commissioner

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

SUBCONTRACTOR VERIFICATION FORM

APPLICATION NUMBER _____ CONTRACTOR _____ PHONE _____

THIS FORM MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF A PERMIT

In Columbia County one permit will cover all trades doing work at the permitted site. It is **REQUIRED** that we have records of the subcontractors who actually did the trade specific work under the permit. Per Florida Statute 440 and Ordinance 89-6, a contractor shall require all subcontractors to provide evidence of workers' compensation or exemption, general liability insurance and a valid Certificate of Competency license in Columbia County.

Any changes, the permitted contractor is responsible for the corrected form being submitted to this office prior to the start of that subcontractor beginning any work. Violations will result in stop work orders and/or fines.

| | | |
|-----------------------------------|--------------------------------------|-----------------------------------|
| ELECTRICAL | Print Name _____ License #: _____ | Signature _____ Phone #: _____ |
| MECHANICAL/ A/C _____ | Print Name _____ License #: _____ | Signature _____ Phone #: _____ |
| PLUMBING/ GAS | Print Name _____ License #: _____ | Signature _____ Phone #: _____ |
| ROOFING | Print Name _____ License #: _____ | Signature _____ Phone #: _____ |
| SHEET METAL | Print Name _____ License #: _____ | Signature _____ Phone #: _____ |
| FIRE SYSTEM/ SPRINKLER | Print Name _____ License #: _____ | Signature _____ Phone #: _____ |
| SOLAR | Print Name _____ License #: _____ | Signature _____ Phone #: _____ |

| Specialty License | License Number | Sub-Contractors Printed Name | Sub-Contractors Signature |
|--------------------|----------------|------------------------------|---------------------------|
| MASON | | | |
| CONCRETE FINISHER | | | |
| FRAMING | | | |
| INSULATION | | | |
| STUCCO | | | |
| DRYWALL | | | |
| PLASTER | | | |
| CABINET INSTALLER | | | |
| PAINTING | | | |
| ACOUSTICAL CEILING | | | |
| GLASS | | | |
| CERAMIC TILE | | | |
| FLOOR COVERING | | | |
| ALUM/VINYL SIDING | | | |
| GARAGE DOOR | | | |
| METAL BLDG ERECTOR | | | |

F. S. 440.103 Building permits; identification of minimum premium policy.--Every employer shall, as a condition to applying for and receiving a building permit, show proof and certify to the permit issuer that it has secured compensation for its employees under this chapter as provided in ss. 440.10 and 440.38, and shall be presented each time the employer applies for a building permit.