

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

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

CONSENT AGENDA

SECOND PAGE

MARCH 4, 2010

(Continued)

- (9) Columbia County Emergency Medical Services – Refund Request – Geico - \$20.88**
 - (10) Sheriff’s Office – Reimbursement – Contract Services for Billy Hall, NetIt4U – Computer Consulting and Management Services - \$17,941.25**
 - (11) Veterans Service – Request Closing of Office – May 3 through May 6, 2010 – Conference Training**
 - (12) Agreement – Richardson Community Center/Census2010 – Donation of Space March 5 through April 19, 2010**
 - (13) Minute Approval – Board of County Commissioners – Regular Meeting - September 10, 2009**
 - (14) Minute Approval – Board of County Commissioners/Lake City Council – Joint Meeting – February 23, 2010**
-

AGENDA

SECOND PAGE

STAFF MATTERS:

HONORABLE RONALD W. WILLIAMS, CHAIRMAN

- (1) Benton Tower Road Power Line Relocation**

DISCUSSION AND ACTIONS ITEMS:

- (1) Building and Zoning Department:**

- (a) Request to Fill Vacant Position as a Building Official II Instead of a Building Official I
 - (b) Building Official II Job Description
 - (c) Proposed Certification Pay Incentive Plan
- (2) Roadside Mowing/Litter Control Contract Extension

Marlin Feagle, County Attorney

- (1) Interlocal Agreement between Columbia County and State Attorney's Office
- (2) Meeting Rules and Procedures Policy Revision

#9

**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: February 26, 2010

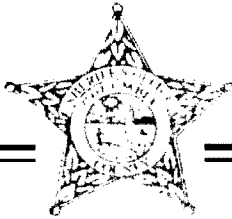
Re: Refund request-092092

Due to a processing error on behalf of Geico an overpayment has occurred on the account below. Please issue a check in the amount of \$20.88 made payable to:

Geico
One Geico Center
Macon, GA 31296-0001

Pitts, Nancy	Date of Service	Amount
CI# 0121028890101012	03/24/2009	\$ 20.88

Thank you in advance for your cooperation.



Sheriff Mark Hunter

COLUMBIA COUNTY SHERIFF'S OFFICE

4917 US Hwy. 90 East • Lake City, Florida 32055-6288

www.columbiasheriff.com

#10

March 2, 2010

Dale Williams, County Coordinator
Columbia County Board of County Commissioners
P. O. Drawer 1529
Lake City, FL 32056-1529

Dear Dale,

This letter is being written to invoice the County for reimbursement to the Sheriff's Office for contract services with NetIt4U (Billy Hall) as Project Manager for the 911 Dispatch. The following is for the Computer Consulting and Management Services:

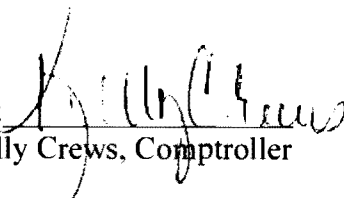
October 2009	61.5 Hours	\$4,766.25
November 2009	47 Hours	\$3,642.50
December 2009	51 Hours	\$3,952.50
January 2010	72 Hours	\$5,580.00

TOTAL DUE: \$17,941.25

Thanking you in advance for your assistance and cooperation!

Sincerely,

Mark Hunter 
Sheriff, Columbia County

By: 
Kelly Crews, Comptroller

Date: Wednesday, February 17, 2010
Time: 04:15PM
User: SYSADMIN

OFFICE OF THE SHERIFF

Detail General Ledger - Standard

Page: 1 of 2
Report: 01620.rpt
Company: CCSO

Periods: 01-09 Through 05-09 As of: 2/15/2010 Ledger ID: ACTUAL

Jrnl	Tran	Bat	Per	Reference	Tran	Tran	Beginning	Debit	Credit	Ending
Type	Type	Nbr	Ent	Nbr	Date	Description	Balance	Amount	Amount	Balance
Acct: 208010				DUE TO BCC- YEAR END REFUND	Sub: 11					
				01-09		NETWORKING DOMAIN		4,766.25	0.00	*
					Period 01-09	Total	0.00	4,766.25	0.00	-4,766.25
				02-09				3,671.15	0.00	*
					Period 02-09	Total	-4,766.25	3,671.15	0.00	-8,437.40
				03-09				4,611.50	0.00	*
					Period 03-09	Total	-8,437.40	4,611.50	0.00	-13,048.90
				04-09				5,580.00	0.00	*
					Period 04-09	Total	-13,048.90	5,580.00	0.00	-18,628.90
					Period 05-09	Total	-18,628.90	0.00	0.00	-18,628.90
					Acct 208010	Total	0.00	18,628.90	0.00	-18,628.90
Acct: 271200				UNDESIGNATED FUND BALANCE	Sub: 11					
					Period 01-09	Total	-209,888.39	0.00	0.00	-209,888.39
					Period 02-09	Total	-209,888.39	0.00	0.00	-209,888.39
					Period 03-09	Total	-209,888.39	0.00	0.00	-209,888.39
					Period 04-09	Total	-209,888.39	0.00	0.00	-209,888.39
					Period 05-09	Total	-209,888.39	0.00	0.00	-209,888.39
					Acct 271200	Total	-209,888.39	0.00	0.00	-209,888.39
Total Liabilities							-209,888.39	18,628.90	0.00	-228,517.29 #
Acct: 521319				OTHER PROFESSIONAL SERVICES	Sub: 11					
^ AP	VO	016467	02-09	101527	11/2/2009	NETIT4U		4,766.25	0.00	
					Period 01-09	Total	0.00	4,766.25	0.00	4,766.25
^ AP	VO	016569	03-09	101908	11/30/2009	NETIT4U		3,642.50	0.00	
					Period 02-09	Total	4,766.25	3,642.50	0.00	8,408.75
^ AP	VO	016689	04-09	102257	1/11/2010	NETIT4U		3,952.50	0.00	
					Period 03-09	Total	8,408.75	3,952.50	0.00	12,361.25
AP	VO	016743	04-09	102491	1/31/2010	NETIT4U		5,580.00	0.00	
					Period 04-09	Total	12,361.25	5,580.00	0.00	17,941.25
					Period 05-09	Total	17,941.25	0.00	0.00	17,941.25
					Acct 521319	Total	0.00	17,941.25	0.00	17,941.25
Acct: 521400				TRAVEL & PER DIEM	Sub: 11					
					Period 01-09	Total	0.00	0.00	0.00	0.00
^ AP	VO	016569	03-09	101908	11/30/2009	NETIT4U		3.00	0.00	
					Period 02-09	Total	0.00	3.00	0.00	3.00
					Period 03-09	Total	3.00	0.00	0.00	3.00

3/4/10
RBR/da

**Columbia County
Veterans
Service Office**

#11

Memo

To: Dale Williams
From: Bob Little (CVSO) *RLH*
CC: Lisa Roberts
Date: March 1, 2010
Re: Closing the Veterans Service Office

Dale,

I am requesting your approval to close the County Veterans Service Office from Monday May 3, 2010 through Thursday May 6, 2010. The purpose of this request is so that Susan Melton and I are allowed to travel and attend the annual CVSO and Counselor training conference in Cocoa Beach, Florida. There is no other permanent employee to man the office during this time period.

We will ensure there is a notice of office closing note during this time frame posted on the door.

If there are any further questions please feel free to call or correspond.

#12

**CONDITIONS FOR DONATION OF SERVICES AND SPACE AGREEMENT
2010 Census**

The common goal of the U.S. Census Bureau and the Donor is to achieve a complete and accurate count in the 2010 Census.

A. Donation of Space

Under the guidance of the U.S. Census Bureau, the Donor agrees to provide space for a Questionnaire Assistance Center (QAC) within the property of their organization for the purpose of helping those persons who request assistance in completing their 2010 Census questionnaire.

This donation is subject to the following terms and conditions:

1. The Donor will provide space for the QAC at the following times and on the following (days): Various. The U.S. Census Bureau expects peak usage of the Questionnaire Assistance Centers to extend from March 19, 2010 to April 19, 2010. It would be most beneficial to the community if the person working at this QAC spoke the following language: ENGLISH.
2. The U.S. Census Bureau will not reimburse the Donor Organization for any expenses related to the provision of the QAC space.
3. Questionnaire assistance will be provided without any charge whatsoever to the respondent.
4. The U.S. Census Bureau will provide a poster and/or a banner to be placed at the authorized Questionnaire Assistance Center, designating those places as U.S. Census Bureau sanctioned assistance centers. A Be Counted box will be available on the premises for the respondent to obtain a Be Counted questionnaire if they did not receive one at their place of residence or they believe they were not added to the census questionnaire sent to their place of residence.
5. The Donor Organization agrees to provide or to arrange for the provision of suitable space to be used as Questionnaire Assistance Centers during the 2010 Census. Questionnaire Assistance Center Representatives (QAC reps) will occupy the space and provide assistance to those respondents who visit the Questionnaire Assistance Centers.

This donation is subject to the following terms and conditions:

1. The Board of County Commissioners (organization) will donate ✓ square feet of office space in RICHARDSON CENTER (building name), at 255 NE COACHMANS LANE (address), LAKE CITY FL 32055 (City, State, and ZIP Code) for a period of 6 (number of weeks), commencing on 3/5/10 (date) through 4/19/10 (date).
2. The space shall accommodate one (1) desk (or table) and two (2) chairs, in which the QAC rep may interview, privately and undisturbed, the respondent(s) seeking assistance.
3. The space is being donated to the U.S. Census Bureau at no cost to the government.

B. Liability

In the event that injury or damage is caused a U.S. Census Bureau employee while acting within the scope of his or her authority, the incident will be covered under the Federal Tort Claims Act, Title 28 U.S.C. §2671, *et seq.* Any claims arising from such incidents may be filed with the U.S. Census Bureau and will be promptly addressed.

Any injury occurring to a U.S. Census Bureau employee while acting within the scope of his or her employment will be covered under the Federal Employees Compensation Act, Title 5 U.S.C. §8101, *et seq.*

Because the Federal Government is self-insured, it is the U.S. Census Bureau's policy not to purchase or pay for commercial liability insurance. In addition, the Anti-Deficiency Act, Title 31 U.S.C. §1341, *et seq.*, prohibits any Federal agency from undertaking contingent and undetermined liability without funds being appropriated by Congress for such purpose. For this reason, the Government cannot agree to a "hold-harmless" clause nor can it waive the right to sue.

Signature_____
Date_____
Signature_____
Date_____
Name - Please print
Donor_____
Name - Please print
Regional Director, U.S. Census Bureau

Copy distribution: **WHITE** - Assistant Manager for Quality Assurance (AMQA) in the LCO **YELLOW** - Donor of space

USCENSUSBUREAU

#13

MINUTES of
September 09, 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 Sandy Markham
Asst. County Manager Lisa Roberts

BUDGET:

County Manager Dale Williams gave an overview of the budget for FY 2009 – 2010. He reviewed highlights from the following documents which are attached to the original minutes:

- o Revenue Allocation Worksheet
- o Budget Expenditure Worksheet
- o Proposed Floor Budget FY 2009-2010
- o Proposed Staffing Plan for FY 2009-2010

Chairman Bailey announced the proposed millage rate of 7.891 mills is 6.5% lower than the rolled back rate. Therefore, there are no increases in the taxes for 2009-2010.

Public Hearings

(1) **FY 2009-2010 General Fund Budget.** The Chair opened the public hearing on the general fund.

Citizen Stewart Lilker said this was the first time in 5 years that almost no one was in attendance. He suggested the Board ask themselves why there is such a low turnout.

Answering a question from Mr. Lilker, the County Manager said that there is an updated version of the budget. It was just presented in the power point presentation and was added to the County's website this afternoon when it was finished. Mr. Lilker said that last minute postings to the website hardly leave enough time for the public to inform themselves and to be prepared to speak about the budget.

Mr. Lilker asked the Commissioners to keep in mind, as they contemplate raises and cuts, that commissioners have received a total of 6.86% in raises over the past two years. He told the Board the county employees should get the same raises as the commissioners have received.

Answering a question from Mr. Lilker, the County Manager said that the Landfill Assistant Director position has not been filled. He explained that the Landfill Assistant Director position was advertised in-

house. Because the best in-house applicant was not considered to be sufficiently qualified to fill the position, a decision was made to advertise the position on a regional scale.

Mr. Lilker said that Attorney Marlin Feagle's salary is clear, but what the county actually paid out in attorney fees for the year is buried throughout budget. He said for example, Attorneys Nabors, Giblin & Nickerson were recently paid \$18,000 by the county for approximately two days of legal work. He asked how a person can find out the true, total amount paid in attorney fees for last year. The County Manager answered that all one has to do is ask for the information. He explained that each vendor has a code and the Finance Department can simply run a print out to obtain a total.

Mr. Lilker referred to one of the printouts provided. He asked what "Estimated/APPR" represents. The Chair replied it is "Estimated Appropriations." Mr. Lilker said that it should be "Estimated Actual Expense," because it should be the amount actually spent this year. The County Manager responded the document is prepared through the County's IT Department for the current year and that they use the most current information available from the HTE Financial System, as of the date the document is run. Then the county must extrapolate what the estimated total will be for the remainder of the fiscal year. The County Manager said that there is no way to know the "actual" dollar amount until the September 30, 2009 has passed.

The public hearing closed.

MOTION by Commissioner Weaver to adopt the General Fund Budget and tentative millage rate at 7.891 mills. Second by Commissioner Williams. The motion carried unanimously.

MOTION by Commissioner Weaver to adopt the tentative General Fund appropriation and Reserve Budget at \$37,134,787. Second by Commissioner Frisina. The motion carried unanimously.

(2) FY 2009-2010 Industrial Development Budget

The Chairman opened the public hearing. The dependent IDA Special District has a tentative millage rate of .124 mills, which is 6.5% lower than the rolled back rate. Therefore, there are no increases in the taxes for 2009-2010.

Citizen Stewart Lilker said that the county pays over \$145,000 in administrative salaries for two employees; IDA Director Jim Poole and his assistant, Gina Reynolds. He questioned why two people are needed at the IDA, and asked if someone could name the businesses that were brought into the county over the past year.

Chairman Bailey said that he personally feels that two employees are needed if the county is going to be proactive. He said that he could not tell him "off the top of his head" what businesses were brought into the county over the past year, but reminded Mr. Lilker that it's not only about recruiting new businesses, but it is also about helping existing businesses with problems, expansion, etc. He also reminded Mr. Lilker that IDA may be having contact with businesses where nothing materializes from the contact until many years later. Commissioner Williams agreed and added that the Board is aware of five serious contacts that the IDA has been working on this year, and if there were more money for them to work with, there would be more contacts. He concluded that the IDA does a great job.

Mr. Lilker asked what jobs have already come into this county that took several years to bring in. Commissioner Williams replied that it took 6 years to bring in New Millennium, and those businesses that the county has been working on that still have not developed cannot be discussed at this time.

The public hearing closed.

MOTION by Commissioner Frisina to adopt the tentative IDA budget and set the tentative millage rate at .124 mills for the fiscal year 2009-2010. Second by Commissioner Weaver. The motion carried unanimously.

MOTION to adopt the tentative IDA Appropriations and Reserves Budget at \$554,709. Second by Commissioner Weaver. The motion carried unanimously.

(3) FY 2009-2010 Funds Not Levying Ad Valorem Taxes Budget

Those funds not levying Ad-Valorem Taxes include:

Transportation	Road Improvement Debt Service	Municipal Services Benefit Unit
Court Services	Special Law Enforcement	Municipal Services Special District
Landfill Enterprise	Library Enhancement	Tourist Development Tax-Operating
Jail Debt Service	Road Improvement	Tourist Development Tax-Dept Service
Connector Roads	Economic Development	Local Housing Assistance

The public hearing opened and closed without comment.

MOTION by Commissioner Weaver to adopt tentative budget for the following funds:

Transportation Trust	\$9,524,580
Road Improvement Debt Service	\$960,000
Municipal Services Fund	\$13,487,952
Court Services	\$699,600
Special Law Enforcement	\$65,500
Tourist Development Tax – Operating	\$887,790
Landfill Enterprise	\$4,350,098
Library Enhancement	\$2,130,730
Local Housing Assistance	\$551,000
Economic Development	\$2,693,185
Connector Roads	\$8,304,168
Road Improvement	\$7,230,928

Second by Commissioner Frisina. The motion carried unanimously.

FINAL BUDGET HEARING

The Final Budget Hearing for the FY 2009-2010 Budget of the Columbia County Board of County Commissioners is scheduled for Thursday, September 24, 2009 at 7:00 p.m. at the School Board Administrative Complex Auditorium.

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 8 p.m.

ATTEST

Board of County Commissioners

P. DeWitt Cason
Clerk of Circuit Courts

Columbia County Board of County Commissioners
JOINT MEETING
February 23, 2010

The Columbia County Board of County Commissioners and the Lake City Council met in a scheduled joint meeting in the conference room at City Hall at 7:00 p.m.

IN ATTENDANCE:

County Commissioners Present: Stephen Bailey, Ronald Williams, Scarlet Frisina, and Jody Dupree.

City Council Members Present: Jake Hill, Melinda Moses, Eugene Jefferson, Mayor Stephen Witt.

Absent: Commissioner Dewey Weaver and
Councilman George Ward

Others for the County Commission: County Manager Dale Williams
County Attorney Marlin Feagle
Asst. County Manager Lisa Roberts
Deputy Clerk Sandy Markham

Others for the City Council: Attorney Herbert Darby
City Manager Wendell Johnson
City Clerk Audrey Sikes

ORDER

The meeting was called to order. The Pledge of Allegiance to the Flag of the United States of America and prayer followed. Clerks for the City and the County took roll.

AGENDA

Chairman Williams asked that the issue of Utility Board voting be added to the agenda. With that addition, the agenda was accepted as published.

PRESENTATION

Columbia High School Principal Terry Huddleston gave a presentation: *Logistics of Supply Chain Management and Entrepreneurship Academy Economic Impact*. He discussed Columbia High School's efforts to prepare students for work in this industry. He shared a brief video highlighting job opportunities in the area of logistics. He asked everyone to do their part to prepare for new industry in this community.

REGIONAL UTILITY

Commissioner Dupree said that since he became a commissioner, he has been researching the issue of a regional utility. He said that he has found where a significant amount of

documentation has been shared between the City and the County on the subject. He said what he has not found is where meetings took place to indulge in the matter for the purpose of reaching a final resolution.

Commissioner Dupree explained that the Board of County Commissioners has directed the Utility Committee to consider utility expansion. He said that he believes that part of this process should be reaching a resolution as to whether a regional utility is possible. He asked if the City has any interest in meeting to discuss the possibilities of a regional utility.

Mayor Witt said that during his term, the issue has been talked about “back and forth,” and he’s heard the term “regional utility” used a lot, but never seen an actual plan. He said that he’d like to see the pros and cons of a regional utility. He said that he believes the dialog should begin at the City and County Utility Meetings, or possibly schedule a joint utility committee meeting.

Chairman Williams recalled there being a plan, but said the plan got bogged down and never resurfaced. He said that utilities determine Columbia County’s future, and he would like to see the two bodies work together on utilities. He said if that is not possible, the County will press forward on its own, because the County could not continue “treading water” with this approximately 4 year old issue. He suggested that before a meeting takes place that the City and the County should both generate a list of questions that needs to be asked, and that the engineers, directors, attorneys, etc. should all be in attendance to help answer these questions.

Councilman Hill and Councilman Jefferson agreed that everyone should work together to consider a regional utility and to reach a resolution one way or the other.

Commissioner Bailey said that Commissioner Weaver and Councilman Ward had extensive discussions on the topic. He said that he’d like to learn from them where the discussions and planning fell apart.

Commissioner Dupree said that he isn’t concerned as much with where the planning fell apart as he is with where the County is today and how they could move forward. He said to revisit the problems of the past will only be a step backwards.

Several agreed that this endeavor would likely involve bringing in professionals who are experts in the area of regional utilities to give directives and to help determine whether a regional utility would be feasible.

MOTION by Commissioner Frisina to appoint Commissioner Dupree, County Manager Williams and Attorney Feagle to meet with the City’s designees to begin discussions relating to a regional utility. Second by Commissioner Bailey. The motion carried unanimously.

MOTION by Councilwoman Moses to appoint Councilman Ward, City Manager Johnson and Attorney Darby to meet with County designees to begin discussions relating to a regional utility.

CITY of LAKE CITY UTILITY BOARD – VOTING MEMBERS

Commissioner Bailey and Commissioner Dupree serve on the City Utility Committee as non-voting members. Commissioner Dupree said that everyone who serves on the committee, except for the two commissioners, are allowed to make motions and vote. Commissioner Dupree said that in his opinion, it is hard for a commissioner to have a voice to represent their constituents when they do not have a vote. He asked if the City would entertain the idea making a change so that the two appointed commissioners would be able to vote. The Mayor said that this could be taken up at the City Council or City Utility Meeting.

JUNKYARD on NORTH MARION AVENUE

Chairman Williams shared pictures of a junkyard that he has concern with located at Long Street, Wilson Street and Marion Street. Chairman Williams said that the junkyard is located in his district, but is also within the city limits. He said that he is receiving daily complaints regarding the appearance, smell, noise, etc. Chairman Williams said that he understands through city employee Larry Lee that the junkyard is zoned industrial, and that when the business opened, it was supposed to bring in “pre-cut” metal to be loaded and shipped. He said the business is now bringing in the metal and cutting it on sight. He said that when they bring in the acid metal from PCS and cut it that the smell in the community is almost unbearable. Chairman Williams said that the opaque fence intended to conceal the operation is not working since the metal is now stacked approximately 30” high. He noted there are also repairs that need to be made to the damaged fence. Commissioner Williams advised that the heavy trucks loaded with metal are traveling down Wilson and Long Street and are destroying the streets, which were not designed for that type of traffic. He said this junkyard is a very large eyesore for historic downtown district. He asked the City to look into the matter.

The City Council is aware of the problem and will send Code Enforcement to the junkyard this week to address concerns.

ENFORCEMENT OF 2 HOUR PARKING DOWNTOWN

Chairman Williams said there continues to be a problem with enforcement of the 2 hour parking rule in the downtown area. He asked that the City hire or appoint someone to enforce the parking. City Manager Johnson replied that he would talk with the Police Chief regarding the matter, but said he hasn’t seen an ordinance that prescribes the enforcement procedure. Attorney Darby will do research to determine if an ordinance exists.

Commissioner Williams said that part of the “deal” for the county to remain in the downtown area was that the City would provide for parking. He said that over the years, there has always been someone to enforce parking.

EMS CONSULTANT – Request for Proposal

City Manager Johnson said that the RFP will be put together in the next few days and will be forwarded to the county for their approval. He asked that appointments be made to the Selection Committee, which will be established to select a firm to conduct the EMS study. His suggestion was that the committee be made up of six members.

The Chair appointed Commissioner Dupree and County Manager Williams to serve on the committee. The Board will appoint a citizen at the next Board meeting.

The City will make their appointments at their next meeting.

PUBLIC COMMENTS

Ms. Elizabeth Allen of North Marion Avenue agreed with Commissioner Williams that the junkyard issue needs to be corrected. She asked suggested the cleanup of a residence located across from Target in the 5-points area. She said that they have "tons" of junk cars in the yard. She said it is also a terrible eyesore. The Commissioner said that he would go take a look at the place.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 7:25 p.m.

ATTEST:

P. DeWitt Cason
Clerk of Circuit Courts

Board of Commissioners
Chairman Ronald Williams

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



August 19, 2009

Mr. Jim Bell
Suwannee Valley Electric Cooperative
Post Office Box 160
Live Oak, Florida 32064

RE: Benton Tower Road Power Line Relocation

Dear Mr. Bell:

Please be advised that the Columbia County Board of County Commissioners, in regular session held August 6, 2009, approved to reimburse Suwannee Valley Electric Cooperative (SVEC) for the relocation and replacement of power lines located on Benton Tower Road due to safety issues of the motoring public. The total cost of reimbursement provided by SVEC is \$13,868.34

Upon completion of the relocation and replacement of lines, you may invoice for the same at the following address:

Dale Williams, County Manager
Columbia County Board of County Commissioners
P.O. Drawer 1529
Lake City, Florida 32056-1529

If you require additional information or have questions regarding the same, please feel free to contact me at (386) 758-1005.

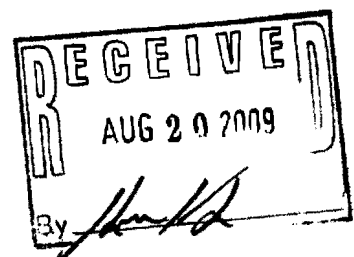
Sincerely,

A handwritten signature in black ink, appearing to read "Lisa K.B. Roberts".

Lisa K.B. Roberts
Assistant County Manager

XC: Dale Williams, County Manager
Kevin Kirby, Public Works Director
Austin Peele, Attorney
Public Works File

Handwritten initials "PKD" in black ink.



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

3/4/16
District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - Jody DuPre
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frising

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY



MEMORANDUM

TO: Dale Williams, County Manager
FROM: Kevin Kirby, Public Works Director *AK*
DATE: July 15, 2009
SUBJECT: Suwannee Valley Electric Cooperative
Relocation & Replacement of Power Line Benton Tower Road

Please see the attached letter from Suwannee Valley Electric, they are requesting \$13,868.34 from the Columbia County Board of Commissioners for the relocation this power line. Suwannee Valley Electric Company considers this to be 33% of the total cost for the relocation.

Please let me know should you have any questions or need additional information.

/aw

*Copy to Comm. Williams -
" " John Colom
8/6/09 agenda PDB*

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

TO: Dale Williams, County Manager

FROM: Kevin Kirby, Public Works Director *KK*

DATE: July 6, 2009

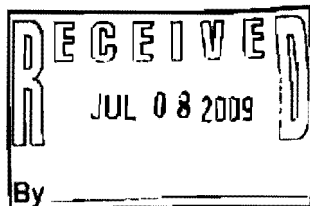
SUBJECT: Suwannee Valley Electric Cooperative
Relocation & Replacement of Power Line Benton Tower Road

I met with Jim Bell of Suwannee Valley Electric Cooperative last week regarding relocation and replacement of power lines located on Benton Tower Road. He advised that the County had verbally agreed to request the Board for approval to reimburse Suwannee Valley Electric Cooperative for the relocation and replacement of power lines due to safety issues relating to the traveling public.

With the above stated, I am requesting additional information as to the County's involvement with this project.

Please let me know should you have any questions or need additional information.

/s/g



*See attached
information 7/8/09*

RECEIVED
JUL 07 2009

Board of County Commissioners
Columbia County

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



**Suwannee
Valley
Electric
Cooperative**

POST OFFICE BOX 180 • LIVE OAK, FLORIDA 32064 • (386) 362-2228

July 13, 2009

Kevin Kirby
Columbia County Public Works
Fax# 386-758-2148

Post-It Fax Note	7871	Date	7-13-09	# of pages	4
To	Kevin Kirby	From	Jim Bell		
Co./Dept.	Columbia County Public Works	Co.	S.V.E.C.		
Phone #		Phone #	386-364-5008		
Fax #	386-758-2148	Fax #	364-5008		

Subject: Benton Tower Road Powerline Relocation

Dear Kevin:

The total cost is \$13,868.34. This is a breakdown of how I came up with this total.

1. Total distance to be relocated was 4.2 miles, but I cut that back to an even 4.0 miles.
2. At 450' spans on average, it worked out to 47 total spans. (This will probably be a little higher)
3. Only one conductor was figured in as we were already going to eliminate two of the phases and replacing the third phase, so I did not include any of the phases or cross-arms in total.
4. Did not include any right-of-way clearing in the total, SVEC will take care of right-of-way.
5. Instead of the customary 50% relocation charge, I cut it to 33% because several of the poles were due to be replaced due to normal wear and tear.

Please let me know if I can be of any further assistance.

Cooperatively Yours,

Jim Bell
Staking Tech

WE CARE - WE ARE CONSUMER OWNED

07/13/2009 MON 16:33 FAX

SERRANO VALLEY ELECTRIC COOPERATIVE, INC.
COST ESTIMATE CALCULATION

SVCC LOG NO: 0
MEMBER NAME: COST ESTIMATE FOR MARY BELL
DESCRIPTION: 0
LENGTH: 0

CVP: _____
AMND No: _____
LSN: _____

OVERHEAD

CONSTRUCTION COST

1. Installation Material Cost	21,100 20,100	Obtain from Material Proposal
2. Submerged Material Credit	21,100 50,100	Remainder from Engineer's notes, Cost for SEEC material second costs
3. Material Handling Charge	<u>\$2,174.29</u>	15% of Line 1
4. Subtotal Material	\$18,082.56	Total of Line 1 - Line 2 + Line 3
5. Installation Labor	21,100 20,100	Obtain from Material Proposal
6. Retirement Labor	21,100 50,100	Obtain from Material Proposal
7. Subtotal Material & Labor	\$34,194.82	Total of Line 4 + Line 5 + Line 6
8. Engineering	<u>\$2,049.43</u>	6% of Line 7
9. Subtotal Direct Costs	\$36,244.50	Total of Line 7 + Line 8
10. Overhead	<u>\$5,432.17</u>	15% of Line 9
11. Construction Cost	\$41,676.67	Total of Line 9 + Line 10

12. Additional Costs
AND SERVICE
COST ADJUSTMENT
FOR NMH USE

(13) TOTAL COST

	\$0.00
	\$0.00
	\$41,645.57

x.333

13,86 F.34 J. Bell 7-10-09

hr

SALVAGED MATERIAL

[illegible]

COPY

07/13/2003 MON 15:34 FAX

SUWANNEE VALLEY ELECTRIC CO.

06/06/2003 4:52:32 pm

Work Order
Estimate Summary

Page: 1

Work Order: 99999

Revision: 0

Desc: PRICE QUOTE FOR HUMMY HELL

Type: New Construction

Status: Open

Open Date: 06/10/2003

Staked By:

Rel By:

Rel Date:

Project:

Map Location:

Service Location:

Customer:

Tran Type: Construction

Assembly Unit Description	Rate Group	Description	Labor Hours	Quantity	Total Hours	Material Cost	Overhead	Labor Cost	Overhead	Total Cost
2 ACSR CONDUCTOR #2 ACSR 40#	1	AVERAGE RAT	0.2021	21,120	4,268.320	2,956.89	0.00	4,266.24	0.00	11,023.04
POLE 40 CLASS 1	1	AVERAGE RAT	103.9100	47	4,983.7700	8,485.58	5.00	4,883.77	0.00	14,369.15
OPN 2 PERFORM NEUTRAL DEADEND #2	1	AVERAGE RAT	0.0000	2	0.0000	4.26	0.00	0.00	0.00	4.26
H-2 SINGLE DOWN GUY	1	AVERAGE RAT	28.8600	12	346.3200	318.72	0.00	346.32	0.00	665.04
H3 12 GUY GUARD	1	AVERAGE RAT	4.6400	12	55.6800	57.16	0.00	55.68	0.00	57.84
3T2 SPOOL TIE #2	1	AVERAGE RAT	11.0000	47	0.0000	65.80	0.00	0.00	0.00	65.80
VA1P 1 PHASE 0.5 DEGREES	1	AVERAGE RAT	16.1900	35	566.6500	1,269.40	0.00	566.65	0.00	1,632.95
VA2P 1 PHASE 5.30 DEGREE	1	AVERAGE RAT	21.7000	12	260.4000	776.84	0.00	337.35	0.00	1,107.66
VM2 12 POLE BOLT ASSEMBLY	1	AVERAGE RAT	0.0000	47	0.0000	588.91	0.00	0.00	0.00	588.91
Total For Construction Assembly Units:					10,453.5120	14,495.27	0.00	10,451.82	0.00	24,946.69

COPY

07/13/2009

07/13/2009 MON 16:34 FAX

SUWANNEE VALLEY ELECTRIC CO.

07/06/2009 4:52:38 pm

Page: 2

Work Order Estimate Summary

Work Order: 99999
 Revision: 0
 Desc: PRICE QUOTE FOR JIMMY BELL
 Type: New Construction
 Status: Open

Open Date: 06/30/2009
 Submitted By:
 Rel By:
 Rel Date:

Project:
 Map Location:
 Service Location: 0
 Customer:

Tran Type: Retirement

Assembly Unit Description	Rate Group	Description	Labor Hours	Quantity	Total Hours	Material Cost	Overhead	Labor Cost	Overhead	Total Cost
M/6 POLE 30 CLASS 5	1	AVERAGE RAT	40.8700	20	1,016.4000	1,107.00	0.00	1,016.40	0.00	1,107.00
33/5 POLE 35 CLASS 5	1	AVERAGE RAT	69.2800	29	2,009.1200	1,194.00	0.00	2,009.12	0.00	1,194.00
4 ACSR CONDUCTOR #1 ACSR	1	AVERAGE RAT	6.0786	21.120	1,660.9328	0.00	0.00	1,660.48	0.00	1,660.48
4/4 POLE 40 CLASS 4	1	AVERAGE RAT	69.2800	17	1,177.7600	1,009.18	0.00	1,177.76	0.00	1,177.76
A1 7.2KV 1 PH ASSEMBLY 0-5 DEGREE	1	AVERAGE RAT	10.4000	10	104.0000	128.50	0.00	104.00	0.00	128.50
A2 7.2KV 1 PH ASSEMBLY 5-20 DEGREE	1	AVERAGE RAT	13.8600	10	138.6000	159.50	0.00	138.60	0.00	159.50
E2 2 SINGLE OVERHEAD GUY	1	AVERAGE RAT	10.0000	22	650.0000	678.45	0.00	650.00	0.00	678.45
VA1P 1 PHASE 0-5 DEGREE	1	AVERAGE RAT	3.1000	11	89.1000	398.64	0.00	89.10	0.00	398.64
VA2P 1 PHASE 5-10 DEGREE	1	AVERAGE RAT	13.8600	13	180.1800	834.41	0.00	180.18	0.00	834.41
Total For Retirement Assembly Unit:					2,035.1920	4,974.77	0.00	2,043.64	0.00	2,974.11
Total For Work Order 99999 :					17,183.7240	4,520.90	0.00	17,473.06	0.00	22,015.76

COPY

Rt. 6, Box 353

Lake City, Florida 32025

July 24, 2002

To: Marlin Feagle
Columbia County Attorney
100 E. Madison Street
Lake City, Florida 32055

Dear Marlin,

This letter is to officially notify the Columbia County Board of County Commissioners that the County Road Department has encroached on my land on the north side of the Benton Tower Road in the early part of this year 2002. The County has historically encroached and encroached on the north side of the road ignoring the power line that was the boundary to the point now that the power line is in the middle of an existing county grade. There is obviously an error and the County has put itself at great financial risk with the liability of having a power line in the middle of a county road. I spoke to Ron Williams several months ago and he was supposed to get with Hoyle Crowder and get back with me and he has not. I ran in to Dale Williams several months ago and he has failed to get back with me. I have spoken to Austin Peele and the Suwannee Valley Electric Company is very concerned with this liability situation for the County.

I am requesting that the County officially gets in touch with me and resolves this problem.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Carter", written in a cursive style.

Michael Carter

Hand Delivered

-file
2002-07

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: leagle@bellsouth.net

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

September 2, 2004

S. Austin Peele, Esquire
Darby, Peele, Bowdoin & Payne
Post Office Drawer 1707
Lake City, Florida 32056-1707

Re: Suwannee Valley Electric Cooperative / Benton Tower Road

Dear Austin:

In response to your various correspondence regarding Benton Tower Road, please be advised that at its regular meeting on August 19, 2004, the Columbia County Board of County Commissioners voted to proceed with relocating the Suwannee Valley Electric power poles and lines, some of which are currently within the maintained road right-of-way. Based upon your December 10, 2003 letter, it is our understanding that Suwannee Valley Electric will provide new poles at its costs and one-half the labor costs for relocating the poles. The County will provide the other one-half labor costs and one-half the cost of the poles.

I do not believe any of the Benton Tower Road right-of-way has been deeded to the County. At one of our earlier meetings, adjacent property owner, Michael Carter, and others indicated their willingness to convey the maintained right-of-way to the County by quit claim deed. Although I would like to have your thoughts on the matter, I believe it behooves both parties to acquire deeds to the road right-of-way to the extent possible prior to relocating the poles.

I am providing the County Manager a copy of this letter with the suggestion that we ask our surveyor, Donald F. Lee & Associates, to prepare legal descriptions for this road right-of-way. The surveyor will also assist in identifying property owners from whom we need deeds to complete the project. Please let me know if you have any additional thoughts on the matter.

Thank you for your usual courtesies.

Very truly yours,


Marlin M. Feagle

MMF:dse

cc: Mr. Dale Williams ✓

RECEIVED
SEP 07 2004

Board of County Commissioners
Columbia County

Copy to Ronald -
file Benton Tower Road
APB
10/14/04

DARBY, PEELE, BOWDOIN & PAYNE

A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

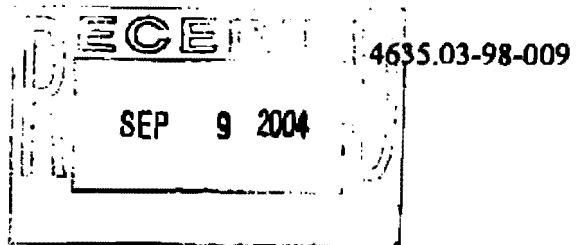
ATTORNEYS AT LAW

HERBERT F. DARBY, P.A.
S. AUSTIN PEELE, P.A.
W. RODERICK BOWDOIN, P.A.
M. BLAIR PAYNE

285 N.E. HERNANDO AVENUE
POST OFFICE DRAWER 1707
LAKE CITY, FLORIDA 32056
TELEPHONE (386) 792-4120
FACSIMILE (386) 792-4988

September 8, 2004

Marlin M. Feagle, Esquire
Feagle & Feagle, P.A.
Post Office Box 1653
Lake City, Florida 32056-1653



RE: Suwannee Valley Electric Cooperative,
Inc. - Benton Tower Road

Dear Marlin:

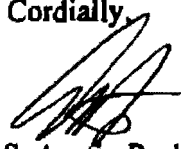
Thank you for your letter of September 2, 2004, regarding the above. I am passing along the contents to Mr. Jerry L. Martin, Executive Vice-President and General Manager of our client, Suwannee Valley Electric Cooperative, Inc. I assume the prior agreement reached sometime ago is still acceptable to Suwannee Valley Electric, Inc., however, I am asking that Mr. Martin confirm this to me.

I agree with your suggestion that the county should obtain rights-of-way to the property on which the road is located, if at all possible. To the extent that we can assist in this regard, I will be pleased to do so. As you know, Suwannee Valley Electric Cooperative, Inc. has no easements along the road and we would like to have the easements, if obtained by the county, include rights to install, maintain, replace and repair the utility lines located thereon.

I look forward to hearing from you at your convenience.

Thank you.

Cordially,


S. Austin Peele
For the Firm

RECEIVED
SEP 30 2004

Board of County Commissioners
Columbia County

SAP:dd
cc: Mr. Jerry L. Martin

INFORMATION COPY
FEAGLE & FEAGLE, ATTORNEYS, P.A.

*New file
Assign #*

MARLIN M. FEAGLE, P. A.
ATTORNEY AT LAW

153 NE MADISON STREET
POST OFFICE BOX 1653
LAKE CITY, FLORIDA 32056-1653

August 19, 2002

TELEPHONE
(386) 752-7191
FAX (386) 758-0950
E-MAIL attorney@isgroup.net

Mr. Dale Williams
County Coordinator
Post Office Box 1529
Lake City, Florida 32056-1529

Re: Benton Tower Road

Dear Dale:

Enclosed is a copy of a letter dated July 24, 2002 which Michael Carter dropped off at my office on August 12, 2002. You will note Mr. Carter's letter alleges Columbia County has encroached on his property on the north side of Benton Tower Road. Mr. Carter claims the Columbia County Road Department continues to expand its encroachment onto private property to the extent that the utility power lines now lie in the middle of the county maintained roadway.

Michael Carter has brought this up in the past in various ways as indicated in his letter; and attorney Austin Peele has written a letter on behalf of Suwannee Valley Electric Company regarding the liability situation.

Mike Carter advises he would agree to giving the county a quit claim deed for the roadway it has maintained up to but not to exceed 60 feet in width if the roadway is surveyed and identified in a manner there would be no further encroachment onto his property. He also believes Rayonier will be amenable to doing the same thing. This would then leave us with the issue of the Suwannee Valley Electric Company power poles, unless we shift the roadway away from the power poles. Reason would dictate that Suwannee Valley should be willing to enter into some type of cooperative agreement with Columbia County to resolve the location of the power poles to reduce everyone's liability.

I would appreciate your reviewing this situation with Commissioner Williams and advising what position you believe the County should take in this matter.

Very truly yours,



Marlin M. Feagle

MMF:dse
Enclosure


RECEIVED
AUG 20 2002

Board of County Commissioners
Columbia County

3/4/10
Agenda

Board of County Commissioners

Memo


To: Dale Williams
From: Michele Crummitt
CC: Randy Jones
Date: 2/23/2010
Re: Building Official II

On 2/18/10, the BOCC approved Randy Jones' request (attached) to recruit the position vacated by Wayne Russ (Building Official I, 1 & 2 Family Dwelling Inspector). However, Randy has told me that he wants to recruit for a Building Official II as someone in that position can also inspect commercial property. We took a look at the existing BO II position description (attached) and it was outdated and had no "approved by the BOCC" date. The revised BO II position description is also attached, along with a proposed certification pay incentive plan proposed by Randy. This incentive structure is similar to what was approved by the BOCC when the Building Official I, 1 & 2 Family Dwelling position was created.

Does the BO II position description and certification pay incentive need to go before the board for approval? Does Randy need to request permission to recruit for the BO II instead of the BO I, 1&2 Family Dwelling? Should I begin recruiting the BO II or wait for board approval? I'm a little confused about the process after the Public Works re-organization.

✓ To: Board of County Commissioners
Fr: Dale Williams, County Manager

3/4/10
emo

Board approval of the following is requested:

- ① request to fill vacant position as a BO II instead of a BO I -
- ② BO II job description
- ③ proposed certification pay incentive plan.

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

Michele

BCC Approved:
2-18-10
PPS
X



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

February 9, 2010

MEMO

TO: Board of County Commissioners

FR: Randy Jones, Building & Zoning Coordinator

RJ

RE: Position Vacancy

Wayne Russ has tendered his resignation effective February 23, 2010. His position as a Building Official I: 1 and 2 Family Dwelling Inspector will become vacant at that time.

We are requesting permission to recruit and fill this vacated position. The license requirements for this position and the potential for a lengthy hiring process requires our immediate attention.

Your consideration in this matter is greatly appreciated.

XC: Dale Williams
Michele Crummitt

BUILDING OFFICIAL II

NATURE OF WORK

This is technical work with administrative responsibilities in supervising and participating in the examination of building plans and in building inspections to gain compliance with building codes.

An employee in this class supervises and participates in the examination of building plans prior to the issuing of building permits. Work is performed under general administrative supervision from the Building Official and is reviewed through oral and written reports.

ILLUSTRATIVE TASKS

Supervises and participates in the examination of building plans and specifications for structural soundness and conformity to the building codes and the issuance of construction permits.

Provides code information to the general public by telephone and personal contact.

Receives violators referred by building inspectors; determines code equivalencies; explains methods of gaining compliance.

Checks code violations and devises means to acquire equivalent strength; makes spot inspections to check new methods of construction; investigates construction failures for cause and remedy; makes inspections of buildings which may have difficult problems involved and approves code variations.

Performs related work as directed by the Building Official.

Performs related work as required.

KNOWLEDGES, ABILITIES AND SKILLS

Through knowledge of the materials and methods used in building construction and the stages of construction when possible defects and violations may be most easily observed and corrected.

Thorough knowledge of the building codes and regulations governing building construction in the area.

Ability to read and interpret building construction plans and specifications and to recognize deviations from such plans in the construction process.

Ability to express self clearly and concisely, orally and in writing.

DESIRABLE EXPERIENCE AND TRAINING

Technical experience, including supervision, in inspecting building construction; graduation from a high school or vocational school or vocational school; preferably supplemented by courses in civil engineering; or an equivalent combination of experience and training.

PAY GRADE: 7

BUILDING OFFICIAL II

MAJOR FUNCTION:

Under general supervision, performs responsible inspection work in connection with enforcing codes of the County, laws, and ordinances regulating commercial and other building construction, and related activities. Inspection duties are performed in all of the building trades, such as building, electrical, plumbing, and mechanical fields.

ESSENTIAL FUNCTIONS:

Inspects the plumbing, electrical, heating, air conditioning, and mechanical installations in commercial and other buildings in the process of construction, alteration, or removal and upon completion for compliance with building, plumbing, and mechanical or electrical codes and approved plans. Inspects mobile homes for correct tie down, blocks placement and electrical service. Advises and confers with building contractors, engineers, architects, and others regarding building construction and applicable codes. Investigates violations and enforces correction of defects. Maintains records and makes reports. Uses computers and programs as needed. Attends hearings, meetings and conferences as needed; in emergency conditions will conduct building damage assessment inspections.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

NON-ESSENTIAL FUNCTIONS:

Performs other tasks as required

KNOWLEDGE, SKILLS, AND ABILITIES

Ability to gain knowledge of the building and commercial building codes in operation in the County; Ability to gain knowledge of ordinances relating to construction and inspections of all buildings including commercial buildings; Knowledge of building construction methods and materials; Knowledge of mechanical, plumbing, and electrical trade procedures, materials, and practices, and commercial applications; Knowledge of all aspects of construction; Knowledge of possible building construction defects or mechanical malfunctions; Ability to be firm in requiring remedy of these defects; Ability to read and interpret construction plans and blueprints; Ability to prepare and maintain accurate records and to make necessary reports in writing and using a computer and the ability to learn the necessary computer programs and software for the job; Ability to establish and maintain effective working relationships with contractors and others in the construction trade; Ability to operate a motor vehicle in a safe manner; ability to work under pressure with interruptions and meet challenging deadlines; ability to organize and prioritize work assignments.

**Building Official II
(Page Two of Two)**

TRAINING AND EXPERIENCE:

Graduation from an accredited high school or possession of an acceptable equivalency diploma. Five (5) years experience in the trades **or** as a building inspector, builder, engineer, architect, superintendent, foreman, or competent mechanic in charge of construction with experience inspecting commercial buildings **or** post-secondary education and experience which totals four (4) years, with one (1) year of such experience in construction building experience.

ESSENTIAL PHYSICAL SKILLS/DEMANDS:

Acceptable eyesight (with or without correction)
Acceptable hearing (with or without correction)
Ability to communicate effectively both orally and in writing
Extended sitting and standing and intermittent walking, bending, crawling, stooping and kneeling
Ability to lift and carry up to 50 pounds
Manual dexterity while standing, sitting, bending or twisting

WORK ENVIRONMENT:

Works inside and outside in varying weather conditions with noise, slippery and uneven surfaces, and heights up to 50 feet. Must be available to work overtime as necessary.

(Reasonable accommodation will be made for otherwise qualified individuals with a disability or disabilities.)

PROFESSIONAL LICENSES, CERTIFICATIONS, OR REGISTRATIONS:

Must possess a valid operator's license issued by the State Department of Motor Vehicles; hold a Standard certificate in Building, Electrical, Mechanical and Plumbing **or** must be able to qualify for and obtain the provisional certificates in Building, Mechanical, Electrical and Plumbing within 6 months **and** must obtain Standard certificates in all trades within the time allocated by the State as provided in Florida Statute, Chapter 468.

Pay Grade: 118
Non-Exempt
BCC Approved:



**Columbia County Building Department Licensing / Certification Pay Incentives
Florida D.B.P.R. License**

INSPECTORS	Building Official II		Pay Grade: 118 Base Pay		\$35,485
	Increase Pay as follows				
	Provisional Building and Provisional Electrical and Provisional Mechanical and Provisional Plumbing Certificate	Incentive increase 5% for each Standard Certification obtained.	Standard Building Certificate	5%	\$37,259
			Standard Electrical Certificate	5%	\$39,122
			Standard Mechanical Certificate	5%	\$41,078
			Standard Plumbing Certificate	5%	\$43,131
	A Standard Certification is a Pre-requisite to obtain incentive pay for each of these categories. However if the applicant has already obtained a Standard Certificate in all categories and holds a Standard Certificate in any category of Plans Examiner the rate of pay will start at \$45,288.				
	No cost of living increase will be given until Standard Certification is obtained in all categories.				
Verification of Licensing will be conducted via Florida D.B.P.R. Web site or hard card Licenses					

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



March 3, 2010

Mrs. Kathy Marlowe, President
K & M Maintenance
Post Office Box 804
Ft. White, FL 32038

RE: February 26, 2007 Contract Extension -
Columbia County Roadside Mowing / Litter Control

Dear Mrs. Marlowe:

Thank you for attending the Board of County Commissioners workshop on March 2, 2010 to discuss the above referenced contract. The Board has reaffirmed its offer to extend the contract for one additional year (expiring April 1, 2011) at the current billing rates. Unfortunately, the extension does not provide for material changes to the contract as requested. The County Attorney ruled that such changes would be unlawful without the benefit of a rebid.

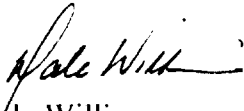
The Board has also confirmed that regardless of how the contract was followed in the past, the intent of the Board is to adhere to current contract language. As discussed, this includes intermediate and small machine mowing.

You have expressed concern that the "type" of mowing (large, intermediate and small machine) should be pre-determined by the Board of County Commissioners. The Board indicated that it was their opinion that providing such detail is not practical and would create a liability for the county. It is the county's position that the contractor must choose the correct piece of equipment to perform the work in accordance with the contract specifications. A listing of current roads and mileages is attached for your use.

Mrs. Kathy Marlowe, President
March 3, 2010
Page 2

You indicated a desire to discuss the extension offer with your husband. This is understandable. This item will be scheduled on the March 4, 2010 agenda for finalization. Please advise as to your intentions. If I may be of further assistance, please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Dale Williams", with a stylized flourish at the end.

Dale Williams
County Manager

DW/cnb

XC: Board of County Commissioners
Rudy Crews, Safety Director
Kevin Kirby, Public Works Director
Clint Pittman, Landscape and Parks Director
Marlin Feagle, County Attorney
Roadside Mowing Contract File

Road List for Roadside Mowing and Litter Removal Attachment 1

Name of Road	Old Mileage	Total Miles
CR 100A		3.21
CR 131 (Tustenuggee)	15.98	13.98
CR 131 (Tustenuggee) (Ditch Pavement)		2.00
CR 131 (Falling Creek)		6.50
CR 133		7.14
CR 133B		1.00
CR 133C		2.00
CR 135		4.50
CR 138		6.54
CR 18		11.11
CR 238		8.74
CR 240		16.25
CR 241		2.08
CR 242		11.70
CR 245		13.16
CR 245A		2.01
CR 246		5.10
CR 250 (Gum Swamp)		13.02
CR 250		11.59
CR 250A		2.00
CR 252		9.06
CR 252		6.00
CR 252A		2.91
	see note at	
*CR 252B	end	2.13
CR 25A		3.10

CR 341		4.80
CR 349	5.37	4.37
CR 349 (Ditch Pavement)	added	1.00
CR 6		2.80
CR 778		3.65
Academic Ave		1.07
Removed Acorn 0.30 mileage		0.00
Adams St		1.39
Removed Adobe Pointe Lane 0.34 mileage		0.00
Adrienne		0.20
Alabama Gln		0.24
Albany Ter		0.26
Alberta St		0.17
Aldine Feagle Dr		1.50
Alfred Markham		1.89
Alice Gln		0.22
Amanda (Ditch Pavement)		0.77
Amelia Court		0.23
Amy		0.14
Antelope Loop		0.19
Apricot Ct		0.10
April Ln		0.76
Archie Gln		0.46
Armand Pl		0.24
Arrowhead Ter		0.76
Ash Dr		1.08
Audrey Way		0.24
Bald Eagle Loop		0.98
Bambi (Ditch Pavement)		0.25
Barts Ter		0.22
Barwick Ter		1.00
Bascom Norris Rd		5.73
Bascom Noris Road North		1.50

Baughn St		1.50
Bay Pl		0.47
Bear Run St		0.34
Bear Off Timuqua		0.60
Bedenbaugh		0.72
Bedrock		0.50
Belfry		0.30
Belvin		0.30
Bennie		0.44
Benz Way		0.18
Berry Pl		0.14
Bert		0.75
Beth Dr		0.59
Bethlehem Ave		1.30
Birley Rd		5.22
Bison		0.50
Removed Blackberry Circle 1.25 Mileage		0.00
Blackpine Ter		0.25
Blanton Lane		0.70
Bonnie		0.11
Boston Ter		1.29
Boundry Way		0.25
Bradenton		0.43
Brandon		0.50
Brentwood Way		0.18
Brim		1.00
Broderick Dr		0.59
Brook		0.70 0.50
Brook (Ditch Pavement)	Added	0.20
Brookwood Dr		0.50
Brown Rd		4.00
Buddy		0.30
Bumble St		0.77

Bumstead Terrace	0.30
Bunn Dr	0.93
Burbank	0.20
Burns	0.25
Business Point	2.09
Butzer Jr.	0.97
California Ter	0.70
Campus Pl	0.14
Cannon Creek Dr	1.07
Cansa Rd	3.00
Cantaloupe Ave	0.21
Canton	0.29
Carr Ct	0.57
Cates St	1.15
Cemetary Loop	0.90
Ceasar Court	0.40
Cedarwood	0.30
Chadley	0.25
Chambria	0.50
Chastain Ln	0.93
Cheddar	0.29
Cherrywood	0.30
Cheshire Ln	1.10
Chris Ter	0.56
Christensen	0.10
Christie St	1.40
Cimarron	0.25
Clara	0.20
Cline Feagle Ct	2.07
Clubhouse Ln	0.32
Cobblestone	1.00
Colony	0.10
Colt Gln	0.29

Colvin	1.00
Combs Ter	2.60
Concord	0.20
Copperhead	0.48
Corinth Gln	0.25
Cortez	0.40
Removed Country Lake Glen 0.70 mileage	0.00
Cracknel Way	0.50
Removed Covey Ct 0.35 mileage	0.00
Removed Cross Pointe Ct 0.36 mileage	0.00
Cumorah Hill St	1.50
Curtain	0.63
Cypress Lake Rd	3.00
Cypress Wood	0.30
Dallas Ter	0.51
Dan	0.21
David	0.25
Deanna Ter	0.51
Deb	0.30
Deep Creek Gln	0.50
Deer St	0.48
Dekle Ter	1.52
Delaware	0.83
Della Williams Gln	0.50
Deputy Jeff Davis	0.93
Derby	0.30
Delton	0.13
Diane	0.90
Diana (Ditch Pavement)	Added 0.25
Dingo Way	0.24
Dockery Ln	0.75
Removed Doe Gln 0.06 mileage	0.00
Removed Dogwood Ter 0.72 mileage	0.00

Donavan Gln		0.43
Doretha Ter		0.62
Dot Pl		0.19
Dove Way		0.18
Drake Pl		1.07
Drew Rd		2.00
Duane Ln	0.40	0.20
Duckett Rd		0.64
Removed Dudley Loop 0.22 mileage		0.00
Dyal Ave		1.13
Dylan Way		0.23
Eagle Ave		0.15
Easy Ter		0.22
Ebenezer Rd		2.88
Edenfield		0.10
Removed Elk Way 0.06		0.00
Enterprise	Added	0.60
Ernest Greene Gln		0.10
Evaston		0.20
Everett Rd		0.50
Faith Rd		0.86
Fallon Ln		0.18
Removed Fantasy Gln 0.19 mileage		0.00
Feagle Ave		1.00
Federal		0.26
Removed Fedora Way 0.25 mileage		0.00
Fiddler Way		0.40
Fiddlers Way		0.60
Finley Little	1.00	0.50
Flamingo		0.20
Flint lock Gln		0.14
Fowler Ave		0.20
Foxboro		0.42

Foxwood	0.23
Frazier Lane	0.70
Friendship Way	0.20
Forest Lawn	0.50 0.25
Gabe St	1.45
Gabriel	0.60
Galilee Loop	0.23
Georgia Gln	0.24
Gertrudis Dr	0.41
Glory Ln	0.30
Godbold Ave	1.07
Granger Mills	0.40
Green Cemetary Loop	0.90
Grape St	0.75
Guerdon Road	0.50
Halden Ct	0.33
Hamlet Cir	0.92
Hamp Farmer	2.00
Removed Harmony Ln 0.38 mileage	0.00
Haven Ct	0.10
Hawaii Ter	0.54
Hawk	0.58
Healan	0.20
Heflin Ave	0.85
Hi Hat Pl	0.16
High Falls Rd	1.27
Highfields	1.20
Hillcrest	1.05
Delete Hillcreek Road 1.50 mileage	0.00
Hollingsworth St	0.51
Honeysuckle Way	0.79
Hope Henry St	1.25
Hopeful Dr	0.69 0.40

Horse Way	0.47
Howell	1.96
Removed Huckleberry Ct 0.08 mileage	0.00
Hunters Ridge	0.95
Removed Huntsville Subdivision 1.50 mileage	0.00
Removed Huntsville Road 0.50 mileage	0.00
Removed Huntington Subdivision 0.50 mileage	0.00
Ichetucknee Ave	5.17
Illinois St	0.39
Removed Indian Pond Ct 0.32 mileage	0.00
Removed Indian Springs Dr 0.74 milage	0.00
Iowa Dr	0.57
Irene	0.45
Jafus Ave	1.01
Jake Gln	1.80
Jerial Edenfield Dr	0.31
Jerri Pl	0.23
Jim Witt Rd	2.32
Joland Way	0.21
Jones Ter	0.20
Josephine St	0.89
Joy Glen	1.25
Kansas Ct	0.11
Kathy Ln	0.20
Kayla	0.21
Kemp Ct	0.45
Kentucky	1.21
Kicklighter Rd	0.69
Kimberly	0.30 0.16
King St	3.51
Kingston	0.30
Kirby Ave	1.01 0.30
Lake City Ave	0.93

Removed Lake Valley 0.54 mileage		0.00
Lamar		0.34
Langford		0.25
Law		0.40
Lee Dairy Road		1.80
Removed Legion Dr 1.48 mileage		0.00
Lenton		0.10
Leonia Way		0.44
Leslie Wood Ln		1.13
Little Rd	2.41	1.20
Little Rd (Ditch Pavement)	Added	0.20
Removed Live Oak Pl 0.18 mileage		0.00
Loblolly Pl		0.26
Logston		0.20
Long Leaf Dr		0.56
Lonnie Ln		0.60
Lucky		0.21
Lunsford		0.30
Lyneear		0.25
Lower Springs Rd		1.50
Mabrey		0.25
Madewood		0.56
Madison Ct		0.42
Magical		0.37
Magnolia Ln		0.65
Mallard Gln		0.07
Malloy Gln	0.16	0.08
Mapleton St		1.13
March		0.26
Marvin Burnett Rd		1.71
Mary Ethel Ln		0.68
Martin Gln		0.27
Mauldin Ave		2.50

Mayhall Ter	0.72
Mayo	0.50
McCloskey Ave	3.26
Meadowlands	1.26
Meadow Wood Glen	0.50
Melanie Ct	0.20
Merrick	0.25
Mershon St	2.60
Michael Pl	0.14
Michelle Pl	0.70
Montana St	1.38
Moore Farm Rd	1.10
Moore Rd	3.14
Morrell Dr	1.10
Morning Star	1.00
Mossy Oak	0.43
Mt Carmel Ave	1.66
Nantuckett Ct	0.50
Nash Rd	3.71
Natasha Gln	0.20
Nebraska Ter	1.36
Needmore	0.20
Nevada Ln	0.17
Newark Dr	3.29
Nikita	0.30
Oak Forrest	0.20
October Rd	0.75
Ogelthorpe Ter	0.36
Okinawa	1.00
Old Jacksonville Rd	0.80
Ontario Ter	0.45
Oosterhoudt Ln	1.00
Our Glen	0.20

Orbison		0.90
Packard		0.75
Parnell Ave		1.50
Removed Partridge Way 0.10 mileage		0.00
Patriot		0.24
Patsy Way		0.14
Peacock Ter		2.00
Pillsbury Dr		0.83
Pleasant Ter		0.66
Pounds Hammock		0.96
Precision Loop		0.54
Presley Rd		0.30
Press Ruth	1.18	0.30
Quail Ridge Ct		0.66
Queen Rd		1.10
Quillings		0.11
Rebecca		0.50
Redmond		0.42
Redwood Gln		0.20
Remington		0.50
Reno Way		0.38
Rebel Pl		0.50
Rhett Pl		0.37
Removed Rhoden Gln 0.18 mileage		0.00
Riddle		0.44
Ridge St		1.20
Roberts Ave		0.89
Rollings Meadow		0.50
Rose Creek Dr		0.50
Rossi Dr		1.23
Roswell Ct		0.11
Rum Island Terrace	Added	1.20
Sabre Ave		2.14

Scarborough Ln	0.60
Removed Scenic Lake Dr 0.56 mileage	0.00
SE Mill Creek Ct	0.28
Sebastian Cir	1.69
Sedgefield Ln	0.38
Sedgefield Farm	0.50
Sellars Way	0.72
Segrest	0.50
Semester	0.14
Seth Nettles Dr	0.49
Sharon Ln	0.44
Shady Lane	0.44
Shelby	0.10
Sherlock	0.80
Shiloh St	0.50
Shortleaf Dr	0.36
Skyline Loop	3.00
Siloam St	1.15
Slappy	0.38
Slash Ln	0.34
Smart	0.34
Sonoma	0.50
Sophie	0.90
Spradley Rd	1.49
Starling Ter	0.24
Staten Harris Ct	1.00
Stephen Foster Rd	0.25
Stiles Way	0.60
Stillview Glen	0.23
Removed Stormy Gln 0.10 milegagage	0.00
Sugar Cane	0.40
Sulton Loop	1.03
Sunny Dale Gln	0.33

Sunview		1.56
Suwannee Valley Rd		5.80
Suwannee Valley Farm		1.50
Tamarack Loop		0.68
Tammy L n		0.70
Tangerine		0.47
Tara		0.34
Testament		0.20
Texas Ln		0.67
Thomas Camp Rd		1.50
Thomas Terrace		1.00
Thorne Ln		0.77
Timberwolf Dr		1.27
Timuqua Gln		0.86
Titanium Ct		0.54
Tommy Lites St		2.61
Tomoka		0.20
Trenton Ter		0.70
Removed Trey 0.06		0.00
Tripple Run		0.40
Troy St		1.65
Tudor Gln	0.16	0.08
Turner Pl		0.22
Turner Rd	2.22	2.00
Turner Rd (Ditch Pavement)	Added	0.22
Twig Ct		0.42
Upchurch Ave		0.80
Utah		1.85
Valerie		0.27
Vegas		0.20
Vista		0.44
Virginia Way		0.35
Voss Rd		1.53

UPDATED 03/01/2010

Ward Ln	0.22
Washington St	1.00
Washington St Three Rivers	1.00
Waylon	0.20

Weeks Ln		1.65
Weighty Glen		0.40
Weirsdale		0.50
Wendy Ter		1.25
Wester Dr		1.97
White Springs Ave		2.30
Removed White Tail Cir 0.63 mileage		0.00
Whitley Gln		0.30
Whitney		0.17
Removed Wildflower Ln 0.27 mileage		0.00
William Young		0.30
Willis Pl		0.10
Wishbone	0.20	0.05
Wilson Springs Rd		3.80
Winfield Rd		4.10
Wingate St		0.50
Wolf Ter		0.30
Woodlands Terrace		1.00
Woodland Ave		0.75
Removed Yates Loop 0.61 mileage		0.00
Removed Young PL 0.22 mileage		0.00
Zierke Dr		0.75
		↓
Total miles	499.60	<u>486.11</u>

[Handwritten signature]

THIS SECTION TO BE REMOVED

Special Project Mowing

Attachment 2

	Acres
252B Retention Pond	10
Bascom Norris & Faith Lot	1
Bascom Norris & Sisters Welcome Retention Pond	5
Boys Club	5
County Lot on Troy Road	2
Deep Creek Community Center	5
Emerald Lakes	5
Hunter Panels Retention Pond	7
Mershon Special	4
Service Zone Retention Pond	7
Springville Community Center	7
Total Acres Special Area Mowing	58

Areas of Ditch Pavement

These areas indicated as Ditch Pavement will require use of a small tractor with a 6-foot bush hog type mower to ensure both sides of paved area are cut without damaging pavement. This should be added to the existing contract to ensure these areas are properly mowed.

*** 252B These are areas such as added sidewalks on 252B, due to job performed, mowing the west side of that road will now be a problem area. It cannot be mowed with a large tractor. Most of this area will have to be mowed with smaller mowers and by hand in many areas. This section will also now require edging a couple of times a year to maintain the walking area.**

Partial Mowing

These are areas mostly in town such as 100A, a couple of other roads that are narrow sides, steep ditches, and sidewalk areas that according to Mr. Kirby are presently being mowed in-house with one of his inmate crews. If they are being mowed in-house they should be removed from lane mileage.

Special Project Mowing

These areas need to be removed from the contract. Most of these areas are being mowed in-house currently and some of the areas listed are mitigation properties and should not have equipment in them. Other areas on this list are out of line on the acreage due to changes on these properties. I ask the Board to use the monies saved on all deletions of this contract to purchase some additional equipment and one full time employee that could be teamed with some of my current personnel to handle any special project that may be needed.

Blade Sharpening

Contractor must maintain a clean, even cut. At minimum, blades should be sharpened once a week and more often if needed depending on miles covered during cycle.

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

February 3, 2010

To: Columbia County Board of County Commissioners
Dale Williams, County Manager

From: Clint Pittman, Director of Landscape & Parks *CP*

Re: Roadside Mowing

Dale, at your request, Kevin Kirby and I visited questions regarding the roadside mowing. Our findings are addressed in sections listed below. It is my recommendation that we rebid this contract with all additions or deletions to bring bid specifications to current needs of the county.

Roads to be removed

These roads are primarily in platted subdivisions that are maintained by homeowners to the roads edge. The roads not in subdivisions are also being mowed by landowners or not mowed at all.

Yates	Harmony	Lake Valley
Acorn	Legion	Indian Springs
Blackberry Farms	Adobe Pointe	Live Oak
Fedora	Cross Pointe	Covey
Young	Dogwood	Partridge
White Tail	Venice	Tompkins
Doe	Wildflower	Fantasy
Trey	Indian Pond	Dudley
Huckleberry	Scenic Lake	Rhoden
Elk Way	Country Lake	Stormy

Mileage changes

These suggested changes are due to changes on roadways such as part of the road being taken over by residence or road going from pavement into dirt and dirt section not being mowed.

	<u>Listed:</u>	<u>Changed to:</u>
Malloy Glen	.16	.08
Pressruth	1.18	.30
Tudor Glen	.16	.08
Wishbone	.20	.05
Kimberly	.30	.16
Duane Lane	.40	.20
Hopeful Drive	.69	.40
Forest Lawn	.50	.25
Little Road	2.41	1.20
Finley Little	1.00	.50
Kirby	1.01	.30

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

Added roads

These roads have recently been paved or were mowed on a per acre under special project mowing and should be on lane mileage.

Rum Island Terrace
Enterprise

Areas of ditch pavement

These areas listed below but not limited to, are going to require a small tractor with a 6 foot bush hog type mower to ensure both sides of paved areas are cut without damaging pavement. This should be added to the existing contract to ensure these areas are properly mowed.

Amanda	Bambi
Turner Road	Little
Brook	SR 349, East & West
Dianna	Multiple sections of Tustenuggee Rd

Other concerns

These are areas such as added sidewalks on 252 B, due to job performed, mowing the west side of that road will now be a problem area. It cannot be mowed with a large tractor. Most of this area will have to be mowed with smaller mowers and by hand in many areas. This section will also now require edging a couple times a year to maintain walking area.

Partial mowing

These are areas mostly in town such as 100 A, a couple of other roads that are narrow sides, steep ditches, and sidewalk areas that according to Mr. Kirby are presently being mowed in-house with one of his inmate crews. If they are being mowed in-house they should be removed from lane mileage.

Special Project Mowing

These areas need to be removed from the contract. Most of these areas are being mowed in-house currently and some of the areas listed are mitigation properties and should not have equipment in them. Other areas on this list are out of line on the acreage due to changes on these properties. I ask the Board to use the monies saved on all deletions of this contract to purchase some additional equipment and one full time employee that could be teamed with some of my current personnel to handle any special project mowing that may be needed.

Blade sharpening

Contractor must maintain a clean, even cut. At minimum, blades should be sharpened once a week and more often if needed depending on miles covered during cycle.

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

February 4, 2010

To: Dale Williams, County Manager
From: Clint Pittman, Director, Landscape & Parks
Re: Employee for special project mowing

The special project mowing could be done using some existing equipment along with minimal purchase of new equipment. Also adding one employee that could be teamed with existing employees to maintain these random areas of concern. New equipment needed would cost approximately \$15,000.00, the first year with possible replacement cost every two years. The additional employee cost would be recurring funds, annually with benefits, at \$32,920.21, the first year. That amount is at current rates with no consideration for future percentage increases that the county may encounter due to benefit increases. An additional truck would be needed for county wide transport of personnel and equipment at a cost of \$30,000.00 in the first year purchase. Employee, truck, and equipment totals would be \$77,920.21.

3/4/10
Agenda

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: leagle@bellsouth.net

March 1, 2010

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

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

Re: Interlocal Agreement between Columbia County and State
Attorney's Office

Dear Dale:

Pursuant to our discussion and review of the pending charge before the County Court for violation of Columbia County Ordinance Section 10-35, I have prepared and enclose a proposed Interlocal Agreement between Columbia County and Robert L. Jarvis, Jr., as the State Attorney for the Third Judicial Circuit. This Interlocal Agreement will provide for the State Attorney's Office to prosecute ordinance violations in Columbia County, and that office will be reimbursed at the rate of \$50 per hour in accordance with Section 27.34, Florida Statutes.

The charge currently pending for the alleged violation of the County Ordinance has been continued until March 11, 2010. The Court has directed that the County Attorney notify the Court and the individual charged, in writing prior to March 11, 2010, if the County intends to proceed with the prosecution of this case. We have discussed this and the County does intend to proceed with the prosecution and will, therefore, need to enter into the contract for services with the State Attorney's Office.

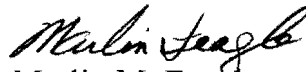
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MAR - 2 2010

Board of County Commissioners
Columbia County

Mr. Dale Williams
Page 2
March 1, 2010

Therefore, I am requesting, if possible, that this proposed agreement will be placed on the agenda for the Board of County Commissioners consideration on March 4, 2010. If this cannot be done, I will need to request that the Court grant a second continuance in this case. Please let me know your position in including any suggested changes to the contract which is patterned after the contract the State Attorney's Office has entered into with the City of Live Oak, Florida.

Very truly yours,


Marlin M. Feagle

MMF:dse
Enclosure

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) is executed this ____ day of March, 2010, 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 **ROBERT L. JARVIS JR.**, as the State Attorney of the Third Judicial Circuit, duly elected pursuant to Article V, section 17, of the Florida Constitution whose mailing address is 100 SE Court Street, Live Oak, Florida 32064, (herein "State Attorney").

WITNESSETH:

WHEREAS, this Agreement is entered into by and between the State Attorney and the County for the State Attorney to provide county ordinance prosecution services for the County pursuant to Section 27.34(1), Florida Statutes (2009); and

WHEREAS, prior to January 1, 2005, the State Attorney could legally expend state-appropriated funds to prosecute county ordinances which were not ancillary to a state charge; and

WHEREAS, Florida Statute Section 27.34 (4) (2009) prohibits the State Attorney "from spending state-appropriated funds on county funding obligations under Section 14, Article V of the State Constitution beginning January 2005," "unless expressly authorized by law," and

WHEREAS, Florida Statute Section 27.34(1)(2009) provides "a county may contract with, or appropriate or contribute funds to the operation of, the various State Attorney's as provided in this subsection. A State Attorney prosecuting violations of County ordinances punishable by incarceration and not ancillary to a state charge shall contract with County to recover the full cost of services rendered on an hourly basis or reimburse the state for the full cost of assigning one or more full-time equivalent attorney positions to work on behalf of the county"; and subsection (a) further specifies that, "a contract for reimbursement on an hourly basis shall require counties to reimburse the State Attorney for services rendered at a rate of \$50.00 per hour"; and

WHEREAS, it is the purpose and intent of this Agreement to permit the County and the State Attorney to make the most efficient use of their respective powers, resources and capabilities through the Florida Interlocal Cooperation Act of 1969, Florida Statutes Section 163.01 (2009), by enabling them to cooperate on the basis of

mutual advantage and thereby to provide services in a manner and pursuant of forms of governmental organization that will best accord with the existing resources available to them as well as economic and other factors; and

WHEREAS, it is the purpose and intent of the Florida Interlocal Cooperation Act to provide for a means by which the County and the State Attorney may exercise their respective powers, privileges and authorities which they share in common and which each might exercise separately; and

WHEREAS, the State Attorney and the County wish by this Agreement to provide for the obligations of the County and State Attorney created hereby; and

WHEREAS, Section 27.02, Florida Statutes (2009), provides that the State Attorney "shall appear in the circuit and county courts within his or her judicial circuit for the purpose of prosecuting violations of special laws and county ordinances punishable by incarceration if the prosecution is ancillary to a state prosecution or if the State Attorney has contracted with the County for reimbursement for services rendered in accordance with Section 27.34(1)"; and

WHEREAS, the County and the State Attorney desire to contract for services rendered on an hourly basis; and

NOW, THEREFORE, in consideration of the mutual of covenants of this Agreement, the sufficiency of which is hereby acknowledged, the County and the State Attorney agree to the following terms and conditions:

1. **Authority.** This Agreement is entered into pursuant to provisions of Article V, Section 17 of the Florida Constitution, and Chapters 27 and 163, Florida Statutes (2009), and other applicable provisions of law.
2. **Obligations of the State Attorney.**
 - a. The State Attorney agrees to act as the county prosecutor at the county and circuit court level for county ordinances that are punishable by incarceration and not ancillary to a state charge in the County and Circuit Courts of the Third Judicial Circuit for Columbia County, Florida. It is understood that the State Attorney

will continue to prosecute other county ordinances of the County that are ancillary to a state charge under his regular duties as State Attorney. In serving as the county prosecutor, the State Attorney shall have the power to prosecute county ordinances as authorized by law.

- b. The State Attorney or one or more of his assistants shall appear in the circuit and county courts within his judicial circuit for the purpose of prosecuting violations of special laws and county ordinances punishable by incarceration if the prosecution is not ancillary to a state prosecution or prosecuting violations of or county ordinances when said violations are cited by a sworn county law enforcement officer.
- c. Under this Agreement the State Attorney will handle the intake, discovery, pretrial, trial and ultimate case disposition of criminal county ordinance violations that are punishable by incarceration and not ancillary to a state criminal charge.
- d. The State Attorney will not handle appeals or constitutional attacks on county ordinances when the prosecution is not ancillary to a state prosecution.
- e. The State Attorney will bill the County upon the completion of a case, and billing will include any reasonable taxable costs incurred and "due process expenses" (defined below) plus per diem if applicable. Billing will be made in increments of 1/4 hour.

3. **Obligations of County.**

- a. Prosecutions not ancillary to a state charge will be initiated by the issuance of a citation by the Columbia County Sheriff's Department, or any other agency, agent, or employee of the Columbia County Sheriff's Department authorized to issue citations and the State Attorney will not be expected to file criminal information, absent exceptional circumstances.

- b. The County shall pay for the services rendered by the State Attorney in the prosecution of violations of municipal ordinances not ancillary to a state charge. Fees will be incurred on a 1/4 hour basis at the rate of \$50.00 per hour as established by Section 27.341 (1) (a), Florida Statutes, with a minimum of one hour on each case handled by the State Attorney. All funds paid under this Agreement will be paid directly to the State Attorney's office. Prosecutions of County ordinance violations that are ancillary or incidental to other criminal charges are not compensable by the County under this Agreement.
- c. The County shall be responsible for all reasonable taxable costs, per diem, and due process expenses associated with prosecutions not ancillary to a state charge. These costs and expenses are not a part of the hourly charge. Due process expenses include the cost of expert witnesses, court reporting and interpreter services, and ordinary witness expenses, such as travel accommodations. The State Attorney on behalf of the State of Florida, shall require reimbursement for these costs and expenses. The County agrees to pay these costs and expenses. The need for and use of experts, court reporters, interpreters and ordinary witnesses in the course of prosecuting a municipal ordinance violation is at the sole discretion of the State Attorney or his designees. The State Attorney shall be responsible for all other costs and expenses associated with the prosecution of such cases.

4. **Compliance with Law.** This Agreement shall be governed by, and construed under, the laws of the State of Florida.

5. **Term.** This Agreement expires on September 30, 2010. This Agreement renews automatically each October 1st thereafter unless terminated. Either party may terminate this Agreement at any time, for any reason, with or without cause by furnishing prior written notice of not less than ninety (90) days to the other party in a manner consistent with paragraph 6 below.

6. **Notice.** All notices required to be served pursuant this Agreement shall be served on either party in writing to the following addresses:

Notice to the County shall be served on:

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

Notice to the State Attorney shall be served on:

State Attorney for the Third Judicial Circuit
100 SE Court Street
Live Oak, Florida 32060.

7. **Filing and Effective Date.** This Agreement shall be effective upon the occurrence of:

- a. The execution of this Agreement by the proper officers of the County and the State Attorney; and
- b. Upon filing with the Clerk of the Circuit Civil Court of Columbia County as required by Section 163.01(1), Florida Statutes (2009).

8. **Entire Agreement.** This Agreement constitutes the entire Agreement between the County and State Attorney. All prior or contemporaneous agreements, whether written or oral, are null and void. This Agreement supersedes all prior contemporaneously written or oral agreements pertaining or relating to the subject matter hereof.

9. **Modification of Agreement.** The parties to this Agreement agree that this Agreement may not be modified or amended except by a written document signed by all of the parties.

10. **Venue.** The undersigned further agree that in the event a party to this Agreement must sue another party to enforce the terms of the Agreement, then venue shall be proper in Columbia County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date and year first written above.

Signed, sealed and delivered
in the presence of:

COLUMBIA COUNTY, FLORIDA

Witness

Print or type name

Witness

Print or type name

By: _____
Ronald W. Williams, Chairman
Board of County Commissioners

Signed, sealed and delivered
in the presence of:

**OFFICE OF THE STATE ATTORNEY
THIRD JUDICIAL CIRCUIT OF FLORIDA**

Witness

Print or type name

Witness

Print or type name

By: _____
Robert L. Jarvis, Jr.
State Attorney

COLUMBIA COUNTY, FLORIDA **MEETING RULES AND PROCEDURES**

POLICY

1.) **PURPOSE:**

The purpose of this policy is to comply with Section 2.8 (4) of the Columbia County Charter pertaining to rules and procedures necessary for the orderly transaction of the business of the Board of County Commissioners. This policy applies to meetings of the Columbia County Board of County Commissioners and its subcommittee meetings.

2.) **AGENDAS:**

- a.) agendas shall be prepared by county staff subject to the review and edification of the Chair of the Board of County Commissioners.
- b.) citizens desiring to be placed on the agenda shall request to do so no later than 7 days prior to the meeting agenda on which they desire to be placed. The Chair may waive the 7 day requirement for cause.
- c.) no citizen shall be unreasonably denied the right to address the Board of County Commissioners.

3.) **MEETINGS:**

- a.) the Chair, or Vice-Chair in the absence of the Chair, shall preside over all meetings of the Board of County Commissioners.
- b.) the Chair, or Vice-Chair, shall have the power to conduct meetings in an orderly and civil manner. The Chair has the authority, in order to maintain civility, to recess a meeting, adjourn a meeting or have a person or persons removed from the podium and/or building. Prior to invoking any of the above actions for civil disobedience, the Chair shall give the individual or individuals ~~two (2)~~ warnings.

the following warnings:

- i) **Warnings Per Meeting:** Two (2) warnings will be given in a single meeting, and the action may be invoked on the third or subsequent warnings.
- ii) **Warnings Per Year:** Four (4) warnings by a Chairperson within the course of that Chair's tenure (generally one year) and the action may be invoked on the fifth or subsequent warnings.
- iii) **Future Meetings:** Once the action against the individual has been invoked, it shall be for that meeting only and the individual may return to the next meeting subject to the restrictions of (i) and (ii) above.

- c.) public discussion on agenda items not required for Public Hearing shall be at the sole discretion of the Chair or by the request of at least two (2) County Commissioners. Such discussion and comment shall be limited to five (5) minutes unless extended by the Chair.

- d.) public comment by citizens speaking on agenda items or non-agenda items shall address the Board at the beginning of the meeting following the Pledge to U.S. Flag and shall be limited to five (5) minutes per person unless extended by the Chair. No person who has addressed the Commission during any given citizens input or comment on agenda or non-agenda items shall be allowed to make additional comments on agenda or non-agenda items except with the permission of the Chair. Citizens may make additional comments on specific items being heard during a public hearing.
- e.) public discussion on agenda items required for Public Hearing shall be limited to five (5) minutes per person unless extended by the Chair. The Chair shall have the right to set reasonable time limits for Public Hearings.
- f.) all Commissioners in attendance shall vote on all issues unless legally abstaining. The Chair shall vote last.
- g.) all official actions of the Board of County Commissioners shall be by motion and second.

4.) **PUBLIC COMMENT/CITIZEN'S INPUT:**

Each person who addresses the Commission on an agenda item or a non-agenda item shall complete a citizen's input card and submit the card to Board staff for distribution to the Chair. When the person's name is called, the person shall step up to the speaker's lectern and shall give the following information in an audible tone of voice for the minutes:

- a.) name;
- b.) place of residence and address;
- c.) whether the person speaks for a group of persons or a third party; if the person represents an organization, whether the view expressed by the person represents an established policy or position approved by the organization; and
- d.) whether the person is being compensated;
- e.) issue(s) to be discussed or commented on.

For those matters in which citizen's input is heard by the Commission, the Chair shall close the citizen's input portion of the meeting upon the conclusion of the last speaker's comments. No additional citizen's input shall be allowed, except in specific response to questions by members of the Commission or if an extension of time for public comment is approved by the Chair.

5.) **INFORMALITIES:**

The Board of County Commissioners reserves the right to waive informalities as they relate to these rules and procedures. An informality does not set aside any action taken by the Board of County Commissioners that otherwise complies with the laws of the State of Florida.