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

CONSENT AGENDA

SECOND PAGE

APRIL 15, 2010

(CONTINUED)

- (9) External Budget Amendment Public Works BA #09-16 Equipment Purchase 2010 Ford F-150 4X4 Pickup Truck Florida Sheriff Association's Contract Number 09-17-0908 - \$21,958.00
- (10) Hughes Well Drilling & Pump Service, LLC. Change Order Materials and Services not included in Original Bid – \$4,586.22
- (11) Suwannee River Economic Council, Inc. (S.H.I.P.) Release of Lien - Robert M. Abbott, Jr. - \$1,000.00
- (12) Florida Department of Transportation County Resolution Grade Crossing Traffic Control Devices & Future Responsibility -Reimbursement Agreement - Installation of Railroad Signals at County Road 246/Lassie Black Road - Annual Maintenance Cost -\$1,573.00
- (13) Human Resource Public Works Department Request to Fill Two
 (2) Vacant Positions Equipment Operator I and Equipment
 Operator II
- (14) Human Resource Request to Reclassify Current Employees Position to Foreman Position & Revise Position Description of Public Works Road Superintendent to Public Works Foreman -Recruitment of Foreman Position Supervising Graders

- (15) Proclamation Designating the Week of May 2 through May
 8, 2010 as "Family Reunification Week" in Columbia County, Florida
- (16) Utility Permit Comcast Cable SW Sisters Welcome Road
- (17) Utility Permit Comcast Cable NW Lake City Avenue
- (18) Resolution Tax Collector has independently entered into Leases for Branch Offices &/or Storage Space in Which Limited County Business is Conducted

<u>AGENDA</u>

SECOND PAGE

STAFF MATTERS:

HONORABLE RONALD W. WILLIAMS, CHAIRMAN

DISCUSSION AND ACTION ITEM:

(1) Todd Manning, Network Specialist - New Job Duties

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MENIORANDON

TO:	Dale Williams, County Manager
FROM:	Kevin Kirby, Public Works Director
DATE:	April 9, 2010
SUBJECT:	Equipment Purchase Budget Amendment 09-16

We are requesting Board approval to purchase a 2010 ½ ton Ford F-150 4X4 pickup. This purchase became necessary upon this Department accepting overseeing of the newly established Utilities Section. This pickup is being purchased by utilizing the current Florida Sheriff Associations' Contract Number 09-17-0908.

Additionally, we are requesting Board approval for Budget Amendment 09-16 in the amount of \$21,958 transferring funds from Equipment Reserve into the appropriate Equipment Purchase line item for funding the above request.

Should you have any questions, please do not hesitate to contact me. I appreciate your continued cooperation and assistance to this Department.

/lsg

Attachment: Budget Amendment #09-16

XC: Mary Sue George, Accounting

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

Public Works Department Budget Amendment FY 2009-2010

April 9, 2010

Number: 09-16

Fund: Transportation

From

То

Amount

101.8400.584.90-97 (Equipment Reserve)

101.4270.541.60-64 \$ 21,958 (Administrative - Equipment Purchase)

Description: Purchase of a 2010 ½ ton Ford F-150 4X4 pickup. This purchase has been necessitated due to the establishment of the County's Utilities Division.

Reference:

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



Contact	John Gould
Org	Columbia County Public Works
Phone	(386) 719-7588
Cell	(388) 759-2148
amail	

Columbia County Public Works Duval Ford

5203 Waterside Drive; Jacksonville, FL 32210 Jeff Eason 904-388-2144 Fax: 904-387-6816 eff.eason@duvailord.com

			CONTRACT # 1911 - 5955	
White	Color	lights	,,,,,,,,,	
		lenses	L	

CORNELS FRICK	aseing Contract. Listed below are the items we discussed.	#09-17-090	5
			,
SPEC #44	2010 1/2 Ton Pickup Truck Ford F150 4X4	\$	17,291.00
X1E	Extended Cab Model	\$	3,174.00
85A	Power Locks and Windows	\$	995.00
535 HDW	HD Trailer Tow Pkg, Includes Bar & Ball	\$	498.00
		\$	-
		\$	· _
		\$	-
		\$	-
		\$	-
		5	-

3010 21,958.

4/8/201011:07 AM

Columbia County Pub Works F150 4X4 Supercab.xis

AN

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

April 8, 2010

MEMO

TO: Board of County Commissioners

FR: Dale Williams, County Manager

RE: Change Order - Hughes Well Drilling

The attached Change Order has been approved. The approval was given in order to avoid a work stoppage. The purpose of the Change Order was to provide for materials and services that were not included in the original bid of Hughes Well Drilling or in the original bid of Pipeline Contractors who is installing a portion of the distribution system. Board acknowledgement and consent of the approved Change Order is requested.

DW/pds

XC: Ben Scott, Purchasing Outgoing Correspondence

> BOARD MEETS FIRST THURSDAY AT 7:00 PM. AND THIRD THURSDAY AT 7:00 PM.

HUGHES WELL DRILLING & PUMP SERVICE, LLC

12367 N US HWY 441 LAKE CITY, FLORIDA 32055 PHONE: 386.752.1840 FAX: 386.755.2934 hugwell1840@aol.com

JOB: ELLISVILLE POTABLE WATER WELL COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS EUTAW UTILITIES- MARC NEIHAUS : MARCH 29, 2010

CHANGE ORDER

\$1,482.53

\$533.62

\$258.98

\$2,000.00

\$235.11

\$75.98

FITTINGS TO ADD TO 12" TEE & VALVE (FOR WATER LINE FROM NORTH SIDE OF INTERSTATE) 1- 12" MJ GATE VALVE 4- 12" STARGRIP RESTRAINT 1- 12" MJ DI TEE 1- CAST IRON VALVE BOX

LABOR & EQUIPMENT

MARK UP

4/5/2010 Recommend for approval: Marc Neihaus, P.E.

March Jerten

TOTAL=	\$4,586.22





Suwannee River Economic Council, Inc Post Office Box 70 Live Oak, Florida 32064

ADMINISTRATIVE OFFICE - PHONE (386) 362-4115 FAX (386) 362-4078 Columbia County E-Mail: francesterry@suwanneeec.net

April 8, 2010

Lisa Roberts Columbia County Board of County Commissioners PO Box 1529 Lake City, FL 32056-1529

Dear Ms. Roberts,

As requested, the Columbia County Affordable Housing Committee met and reviewed the request to accept a short sale amount of \$1000 and release of lien requested by Robert Abbott instead of requiring the full payoff amount of \$12,000 to be paid.

Mr. Abbott bought the home in February, 2008 for a price of \$155,000. He received SHIP assistance in the amount of \$15,000. Due to financial hardship the home is in foreclosure with an agreed short sale price of \$106,000.

After review, it was the opinion of the Committee that since the property value had decreased to \$115,000 from \$162,000 and that the home had already been through the short sale approval process and that Mr. Abbott had an uncontrollable hardship, this was the best option for all involved.

Therefore, it is the recommendation of the Columbia County Affordable Housing Committee to accept the short sale payoff of \$1,000 and release the lien against the property owned by Robert Abbott.

Please let me know if you have any additional questions.

Sincerely, Suwannee River Economic Council, Inc.

Frances Terry Executive Director

C: Client File Reading File

SERVING

BRADFORD - COLUMBIA - DIXIE - GILCHRIST - HAMILTON - LAFAYETTE - LEVY - MADISON - PUTNAM - SUWANNEE - TAYLOR - UNION AN EQUAL OPPORTUNITY EMPLOYER Inst. Number: 200812003782 Book: 1144 Page: 30 Date: 2/26/2008 Time: 12:29:00 PM Page 1 of 3

Prepared By & Refun TD: Sierro Title 619 SW Baya D. + 12 Lake City, PL 32025 #01-0029

d:200612003782 Delv:2/26/2006 Time:12:29 PM Das Stamp-Mart 52.50 27-DC,P.DeVitt Cason, Columbia County Page 1 of 3

LIEN AGREIMENT UNDER STATE OF FLORIDA HOUSING INITIATIVES PARTNERSHIP PROGRAM

THIS MORNTURE, Made this and day of Rebrusry 20'03, between ROBHRT M. AMBOTT, JR., a single man

whom residence address in 345 SWrBurnett Lane, Lake City, FL 32024 and whose mailing address is 345 SW Burnett Lane, Lake City, FL 32024 and whose Social Security Number to

hereingher called the "Owner" ("Owner" reflex to singular or pheral as the context requires), and COLUMBIA COUNTY, FLORIDA, a political subdivision existing under the laws of the State of Florida (Federal ID No. 59-6000564), whose post office address is the Circuit Court. P. G. Box 1529, Labo City, Florida 52036, hereinafter called "County"; WITNESSETH:

WHEREAS, the State of Florida through County has made evaluable to Owner under the State Housing Initiatives Partnership Program, Chapter 420, part VIII, Florida Statutes, and Columbia County Ordinance No. 93-4, hereinafter referred to jainly as "SUIP", fields to be used in the purchase of newly constructed or rehabilitation of housing for familles and individuals of low and moderate process and

WHEREAS, the funde may not be used to produce windfall profils to Owner from the sale. ranial, gift or improper use of properties omisted with such flands.

NOW, that for good, valuable, and adequate consideration, and also in consideration of the aggregate sum named in the promissory note hereingfter described, the Mortgage does hereby confirm, alim, mortgage, placin, mountaber, collatorelly artign and grant a tion and recurity interest to and to fever of the Martyage, the property of which the Martyage is now estand and possessed and in actual possessed and in actual possessed and in actual possessed, situate in Cohenbia County, State of Florida, (huminglar referred to as the "property" or the "premises" or the "martgaged premises"), described as follow, to with

Commence at the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 26, Township 4 South, of the Northmast 1/4 of Begtion 26, Township 4 South, Range 16 Bast, Columbia County, Florida, and run thence " Bouth 89*40'52" West 451,54 fast to the Point of Beginning; thence continue South 89*40'52" West 108.79 fest, thence South 01*58'12" East, 204.44 fest, thence North 89*36'52" East 108.79 fest, thence Worth 01*58'15" Wagt, 204.32 fest to the Point of Beginning together with all and singular the immension. As add Countr does have yill y warrend the ities to maid Property and Will defined the same against the length dates of all persons whomsoever.

Owner hereby acknowledges covenants and agrees to and with County at follows:

SHIP finds in the amount of Pifteen Thousand ------ Dollars (\$13.000.00) have been provided to or for the benefit of the Owner to assist in the purchasebrehabilitieston of the Property, the receipt whereof is hereby acknowledged by the Owner. The funds are provided as a sen (10) year non-interest bearing loss to be forgiven subject to the provisions of this agreement.

Owner shall occupy the Property or Owner's principal residence for a minimum 2 period of ten (10) years from the date of this instrument.

If, within the period of ten (10) years immediately following the date of this 3 ment, the Property shall be sold, transferred or otherwise disposed of or if the Owner shall intra die, Owner, Owner's estate or the person or persons acquiring any title or interest in the Property shall pay to the County that persons of said financial assistance provided to Owner under the SHIP program to be determined on follows:

Inst. Number: 200812003782 Book: 1144 Page: 31 Date: 2/26/2008 Time: 12:29:00 PM Page 2 of 3

IF PROPERTT IS SOLD, TRANSPERRED OR OTHERPENS DISPOSED OF OR IF OWNER SHOULD DIE AT ANTIDAE DURING THE:

PERCENT OF FINANCIAL ASSISTANCE TO BE REPAID TO COUNTY:

100 Presses 90 Presses

Print year Second year Thord year Power year Philip year Second year Rights year Rights year Rights year Mask year

Transfer means any consequence of the Property or any interest therein, voluntary or involuntary, buogle by reason of chash of Owner, or Astivery of possession of the Property for occupancy by one after their the Owner whether by and agreement or contract for dead, lease, rented agreement or otherwise; provided, konvener, if sithers of the Owner should make it impossible for the Owner to rented, an or care for the Priperty, thes the Owner may rent or lease the Property, but only with written comment of and spon the terms and combined imposed by the SHIP Loan Commisse.

The Causty may firghe any of the SHIP assistance should share be haufficient at proceeds derived from a good fath sale of the Property at morbet value dering the two (14) year period following the date of this agreement upon approval of the SHIP Loan Constitute. "Hil proceeds" is thefaud as the smacest remaining ofter all private dubt is repaid.

4. Paragraph 3 of this agreement regarding transfer of the subject Property shall not apply to a transfer from the Owner to the Owner's ground but if transferred to an Owner's apount, the agreements converted whell run with this to the head and, therefore, be applicable to any transfer made by the transferre's grouns; the sime period for reinbursement to the Courty at rot forth hards whell be computed from the date of this agreement.

3. The Ormer shall promptly pay all scrae, assessments and enterbraness of every nature new as the Preparty or the hereafter may be hepowed when the and payable according to law and before they shall become definitioned.

6. To place and continuously leap the improvements on the Property transver against loss or deanage by five and other heaves's included within the term "actuated coverage" in the sensel, standard policy from its a sum net law chan full tenenable value and County shall be named to the policy as a lost payee as its faterals may appear.

 To matching the Property by good condition and not partitl or suffer any water repairment or detertoration of each Property.

2. If the Owner shell become is definit under any provision to this lise agreement for a period of thirty (30) days, then, as the spides of Course, Owner shall termediasily pay to Courty, without demand, the sense answer that Owner would become obligated to pay to Courty upon a deor conveyonce of the Property to be determined in accordance with the providence of participath 3 hereof. Upon default, the anosat payable shell immediately become due and payable and there shall accres through at the rate of twelve percent (12%) per amum until took the principal and therest shall be paid in full.

9. If this iten aproximat is made might to a prior lies on the Property, then Owner convences, and agrees that Owner will not make any flaves advances under and prior hos without the vertices consent of the SHIP Lass Consulties.

Incompared Solution	STATE OF FLOADA COUNTY OF <u>Columbia</u> The foregoing Lien Agreement was astronological before me this <u>Oo2</u> and do Februarsy 30, 09by Robert M. Abbott, Jr. Who D'to personally known to me or D'hau produced as timely fouries	The line of the second	Anne D. man ROBERT H. AMOTT / T.	IN WITHES WHEREBOP, Owner has consided this buittument under seed on the day and year first above written. Signed, neutral and delivered In the presence of	12. If this agreement shall not be released by written trutrument of County et an earlier date, this agreement shall automatically agrive ten (14) years from date hernef end no further claim shall be mode herwonder.	11. This instrument shall be recorded to the office of the Clerk of the Chrost: Court in the county where the Property is located and shall be a liss upon Onner's Property described hereinabore. This agreement shall be bleating upon the heirs, devices, successors and autens of the Onner.	10. If the Owner should become in eighnit in the performance of this ten agreement, Owner agrees to pay all cost, including reasonable attarneys' Aus, whether suit he brought or not, if coursed be exployed to collect dits obligation or to proteet the security ihereof, including all costs and ettorneys' flue travered on appeal. The anount of accrued interest, court costs and attarneys' flue peyodole to County shall be determined by a court of composited juricellation, and not by jury, and shall be travel as court to be paid by the Owner.	Inst. Number: 200812003782 Book: 1144 Page: 32 Date: 2/26/2008 ilme: 14:29:00 FM Faye Join J
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Florida Department of Transportation

CHARLIE CRIST GOVERNOR 1109 South Marion Avenue M.S. 2018 Lake City, Florida 32025 April 13, 2010

STEPHANIE C. KOPELOUSOS SECRETARY

Mr. Ronald Williams Chairman, County Commissioners Columbia County Post Office Drawer 1529 Lake City, Florida 32056

> Project ID No. 425547-1-57-01 Columbia County, FAP No. RHP-00S2-047J Road Name – CR 246/Lassie Black, Parcel 2(29508-2601) Crossing No. 713249-N, RRMP: 202.17-B

Dear Mr. Williams:

The Department proposes to install new flashing lights and gates at the above referenced location as shown on the work description sheet and preliminary plans. The project is presently scheduled for completion of negotiations by May, 2010. Your cooperation toward having all agreements authorized prior to that date will be appreciated.

Please have the attached drafts executed and return to this office for final authorization. Also, please execute the attached resolution and return with the executed agreement stating that Columbia County will be responsible for 50% of the annual signal maintenance for CR 246/Lassie Black. After final execution, I will date the agreement and return a fully executed original to your office for your records.

Should additional information or meeting with Department representatives be needed, please contact my office at (386) 961-7868 or Karin Charron, District Railroad Coordinator at (904) 360-5665.

Sincerely. Unna litra

Donna Whitney District Rail Specialist

/DW

cc: Scott Allbritton, Tallahassee Rail Office Karin Charron, District Railroad Coordinator

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

COUNTY RESOLUTION

GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42554715701	CR 246/LASSIE BLACK	COLUMBIA	2(29508-2601)	RHP-00S2-047J

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. 2010R-10

ON MOTION OF Commissioner	
seconded by Commissioner	, the following

RESOLUTION was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on <u>CR 246/LASSIE BLACK</u>

which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF<u>COLUMBIA</u> COUNTY, FLORIDA;

That <u>COLUMBIA</u> County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the <u>GEORGIA SOUTHERN AND FLORIDA RAILWAY</u> Company for the installation and maintenance of certain grade crossing traffic control devices designated as Financial Number <u>42554715701</u> on <u>CR 246/LASSIE BLACK</u> which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. <u>713249N</u> located near <u>LAKE CITY</u> Florida; and

That the County assume it's share of the costs for future maintenance and adjustment of said grade crossing control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and Clerk of the Board of Commissioners be authorized to enter into such agreements with the State of Florida Department of Transportation and <u>GEORGIA SOUTHERN AND FLORIDA RAILWAY</u> Cornpany as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the Be	oard of County Co	ommissioners of <u>CC</u>	LUMBIA
County, Florida, in regular session this	day of		

Chairman of the Board of County Commissioners

ATTEST:_

(SEAL)

Clerk of the Board of County Commissioners

725-090-55 RAIL 10/98

RAILROAD REIMBURSEMENT AGREEMENT **GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY**

COUNTY NAME

PARCEL & R/W NUMBER

ROAD NAME OR NUMBER

FINANCIAL PROJECT NO.

CR 246/LASSIE BLACK COLUMBIA 2(29508-2601) 42554715701 RHP-00S2-047J THIS AGREEMENT, made and entered into this day of by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY a corporation organized and existing under the laws of GEORGIA , County of FULTON with its principal place of business in the City of ATLANTA State of GEORGIA , hereinafter called the COMPANY; and COLUMBIA County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY. WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID42554715701 on CR 246/LASSIE BLACK , which crosses at grade the right of way and tracks of the COMPANY'S Milepost 202.17B , at or near LAKE CITY FDOT/AAR Crossing Number 713249N

, attached hereto as a part hereof; and as shown on DEPARTMENT'S Plan Sheet No.1

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

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals ____ Class ^{III} _____ and/or other traffic control devices at said location on an actual cost basis 111 Туре and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and made a part hereof.

2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.

3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

725-090-27 RAIL OGC - 10/08

FAP NUMBER

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

(a)

DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.

 \mathbf{X} (b)

Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$ 180,000.00 . All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ 0.00 , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)
- 10. The installation and/or adjustment of the COMPANY'S facility as planned will O will not

involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

(a) % will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments). (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order . The COMPANY further agrees to clearly identify such number to be additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement. \$ 0.00 (c) credited for **O** betterment O expired service life

O nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline, 1-877-693-5236.

18. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

20. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in

this Agreement:

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A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

21. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this

Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

22. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENTor said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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(TITLE:DISTRICT	SECRETARY)			
COMPANY: GEORGIA SOUTHERM BY:	N AND FLORIDA RAILWAY CO	<u>).</u>		
COLUMBIA BY: (TITLE: CHAIRMAN, BD. OF	COUNTY , Fi	ORIDA		
Legal Review	Approved as to Funds Available BY: ENC. DATED 12/3	/09	Approved as to FAPG Requirements BY: <u>EXEMPT</u>	
Attorney - DOT Date	Comptroller - DOT	Date	FHWA	Date

Whitney, Donna

From: Sent: To: Subject:	The job FI989HLR Thursday, December 03, 2 Whitney, Donna FUNDS APPROVAL/REVII	009 2:51 PM EWED FOR CONTRACT APS36	
	STATE OF FLORIDA DEPARTM FUNDS APP		
Vendor Name: NO Vendor ID: VF Beginning date Ending date of	DRFOLK SOUTHERN	Method of Procurement: R	
****	*****	*******	
Description: Install flashir	ng lights and gates on CR 24	46/Lassie Black nea r Lake City, F *********	lorida.
(FISCAL YEAR) AMENDMENT ID	*BUDGET ENTITY *SEQ. *USER ASSIGNED	*FIN PROJECT *FCT *CFDA *CATEGORY/CAT YEAR ID *ENC LINE(6S)/STATUS ******************************	
Action: LOA	Funds have been: A	PPROVED	
55 022020227 *F 2010 W001	PT *563014 * 180000.0 *55100100 *00 * AGR 1	00 *42554715701 *127 * *088808/10 *0001/04	
TOTAL	AMOUNT: *\$ 180,000.	 20 *	
FUNDS APPROVED	REVIEWED FOR ROBIN M. NAIT	OVE, CPA, COMPTROLLER	

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DATE: 12/03/2009

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

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725-090-41 RAIL OGC - 01/06

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FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42554715701	CR 246/LASSIE BLACK	COLUMBIA	2(29508-2601)	RHP-00S2-047J
COMPANY NAME: GE	ORGIA SOUTHERN AND FL	ORIDA RAILWAY	COMPANY	
A. FDOT/AAR XING NO .:	IG NO.: 713249N RR MILE POST TIE: 202.17B		3	
B. TYPE SIGNALS PROPO	SED III	CLASS		: 17882

SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

Annual Maintenance Cost Exclusive of Installation

CLASS	DESCRIPTION	<u>COST*</u>
I	Flashing Signals - One Track	\$2,086.00
11	Flashing Signals - Multiple Tracks	\$2,760.00
111	Flashing Signals and Gates - One Track	\$3,146.00
IV	Flashing Signals and Gates - Multiple Tracks	\$3,950.00

FLORIDA ADMINISTRATIVE RULE 14-57.011 AUTHORITY: Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE:	July 22, 1982
GENERAL AUTHORITY:	334.044, F.S.
SPECIFIC LAW IMPLEMENTED:	335.141, F.S.

*This schedule will become effective July 1, 2006 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION WORK DESCRIPTION GRADE CROSSING TRAFFIC CONTROL DEVICES

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725-090-09 RAN 05/02

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FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42554715701 CR 246/LASSIE B		COLUMBIA	2(29508-2601)	RHP-00S2-047J
	RAILR	OAD COMPANY		
	GEORGIA SOUTHERN AN	ID FLORIDA RAILW	AY COMPANY	
A. JOB DESCRIPTION &			ATES ON CR 246/LAKE	
B. TYPE OF ROADWAY F	FACILITY: TWO LANES	UNDIVIDED, RURAI	••	
C. FDOT/AAR XING NO.:	713249N	RR MILE POS	T TIE: 202.17B	
D. TYPE CROSSING PRO	POSED: IIIC	CLASS: III	DOT INDEX NO.: 17882	
E. STATUS AND PROPOS	SAL:			··
1. EXISTING DEVICES	S: (See Agr	eement dated)	
a. Non e -Ne	ew Crossing.			
b. XX Crossbu	ick and Disk.	• •		
cFlashing	J Signals with Disk.			
dFlashing	Signals with Cantilever.			
	Signals with Gates.			
fFlashing	signals with Cantilever and G	lates.		
2. PROPOSED DEVIC	ES: (Safety Ir	ndex Rating 1142)	
	ion required.			
	ick and Disk.			
	Signals and Disk.			
	Signals with Cantilever.			
	I Signals with Gates.			
	signals with Cantilever and G	lates.		
	e existing signal devices:			
(1)	(With-Without) addition of		.	
(2)	(With-Without) synchroniz		fic signals.	
(3)	(With-Without) constant w	arning time.		
F. COMMUNICATION AN	D/OR POWER LINE ADJUST	MENTS		
1. N/A By Others (C	ompany.)
	1 Company.			
G. AUTHORITY REQUES		•	Draft attached:) No.)
	(Third Party Participating CO	LUMBIA COUNTY)
	tal Agreement No.			
3. Crossing Pe				
	r Change Order No.			
5. Letter of Au	=			
6Letter of Co	onfirmation (No Cost to Departr	nent).		
H. OTHER REMARKS:				

Whitney, Donna

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From:	Ray, Rick H [rick.ray@nscorp.com]
Sent:	Thursday, September 04, 2008 8:53 AM
То:	Whitney, Donna; Ray, Rick H
Cc:	Charron, Karin; Allbritton, Scott; Bankieris, Gus B
Subject:	02.0000 Generic Estimates for Signal Project Reviewed during Diagnostics on August 13, 2008

Donna, Use \$180,000 as a Ball-Park Estimate for each location. Thanks, Rick

'Dedicated to your Safety - Committed to mine'

From: Whitney, Donna [mailto:Donna.Whitney@dot.state.fl.us] Sent: Tuesday, August 19, 2008 2:56 PM To: Ray, Rick H Cc: Charron, Karin; Allbritton, Scott Subject: Generic Estimates for Signal Project Reviewed during Diagnostics on August 13, 2008

Please submit generic estimates(ball park figures) for the following potential signal projects to be programmed for FY 09/10.

713249-N	CR 246/Lassie Black Road	Columbia County	1 track	Install flashing lights and
gates 713293-B gates	SR 100/US 129	Jasper/Hamilton Co.	1 track	Install flashing lights and

Thanks,

Donna Whitney Rail Specialist Florida Department of Transportation 1109 South Marion Avenue M.S. 2018 Lake City, Florida 32025

donna.whitney@dot.state.fl.us (386)961-7868

Florida Department of Transportation Federal Authorization Management System Notice of Approved Modification

to Federal Project Agreement from Federal Highway Administration

Federal Aid Project Number: 00S2 047 Modification Number:003

State Project Number: 425540-1 57 01

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on 10/29/2009 is hereby modified as follows:

Project Location: WILDWOOD DR/ST AUG., XING 271893E-FLASHING LIGHTS & GATES; RAIL SAFETY **PROJECT; CONSTRUCTION**

Character of proposed work: Administration

Dist.	Appr.	Urban/ With	Revised Total Cost	Revised Federal Share	Revised Federal Funds Under Agreement	Revised Advance Construction
02	LS30		906,675.00	100.0%	906,675.00	0.00
02	L85E		377,500.00	100.0%	339,500.00	0.00
02	LZ20		44,487.00	100.0%	0.00	44,487.00

Department of Transportation

Available funds certified by: Approval recommended by: Approved and Authorized by	HEIDI LANGSTON	Date: 11/23/2009 Date: 11/23/2009 Date: 11/24/2009
Federal Highway Administration		

Approval Recommended By:	MELINDA M. SARVIS	. Da	ate: 11/24/2009
Approved and Authorized By:	DYSHA'S, WEEMS	D	ate: 11/25/2009
Agreement Approved By:	DYSHA' S. WEEMS	Da	ate: 11/25/2009

State Remarks:

MODIFICATION FOR INITIAL AUTHORIZATION OF THE RAIL/HIGHWAY GRADE CROSSING SAFETY **IMPROVEMENT PROGRAM IN DISTRICT 2.**

Division Remarks

All other terms and conditions of the Project Agreement will remain in full force and effect.

This Notice of Approved Modification is not the official FHWA Project Agreement Modification for the project designated above. The official Project Agreement Modification must be printed from FHWA's Fiscal Management Information System (FMIS). The District Federal Aid Coordinator may obtain the Project Agreement at https://fhwaapps.fhwa.dot.gov/.

427300-1 BenBats 425547-1 CR 246



ALL IMPROVEMENTS TO BE MADE IN ACCORDANCE WITH F.D.O.T. INDEX NO. 17882

NOT TO SCALE

FIN NO. 425547-1-57-01 LAKE CITY, FLORIDA

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EXISTING: CROSS BUCKS.

RECOMMENDATIONS: <u>GEORGIA</u> SOUTHERN AND FLORIDA RAILWAY COMPANY TO INSTALL FLASHING LIGHTS AND GATES (GRADE CROSSING PREDICTOR 4000).

COLUMBIA COUNTY TO REMOVE W10-1 ADVANCED WARNING SIGN IN SW QUADRANT(EB), INSTALL STOP BAR IN SW QUADRANT, INSTALL STORAGE LENGTH SIGN(W10-11A) IN NE QUADRANT(DISTANCE 35'10").

FLORIDA DEPARTMENT OF

TRANSPORTATION

CROSSING NO. <u>713249N</u> COMPANY: <u>GEORGIA SOUTHERN &</u> <u>FLORIDA RAILWAY CO.</u> TYPE JII, CLASS III LOCATION: <u>CR 246</u> DATE: <u>8/13/2008</u>



Florida Department of Transportation

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Project No.____

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Diagnostic Field Review Sheet

F.M. No._____

Rail-Highway Grade Crossing

Data Sheet

Crossing No : 713249N Priority No :1142 County : COLUMBIA City : WHITE SPRINGS RDWY : LASSIE BLACK ST

Classification/Location:	Last Updated: 5/9/2008 2:23:50 PM
R.R. Co. : NORFOLK SOUTHERN CORPORATION Station. : 492190 Latitude : 30.31273330 R.R Crossing Status : OPENTRACK ACTIVE	R.R. Branch. : B-LINE R.R. Milepost. : 202.17 Longitude : 82.714050 As of : 4/3/2007
Rail Operations :	Last Updated : 8/5/1997
Train Movements : 4 Max Speed : 30 No. of main tracks : 1	Effective date : 8/5/1997 Other tracks : 0
Waming devices :	Last Updated :
Existing waming : Xbucks Preemption : NOT INTERCONNECTED	Type of train detection : OTHER Advance warning : YES
Physical data :	Last updated : 11/24/2002
R.R Crossing angle : 60-90 DEG No. of Thru lanes : 2 Crossing condition : FAIR Maintaining agency : COUNTY	Highway speed : 30 Other lanes : 0 Approach condition : MINOR
Department data :	Last updated : 4/3/2007
Traffic vol.(AADT) : 894 School bus count : 5 Percent trucks : 0	As of : 2003 As of : 2008
Safety data :	Last updated5/13/2008
Pred. accident/year : 0.0012 Safety index : 68.52	Recommended warning device : FL & G As of :5/13/2008

Review team recommendations :

Georgia Southern and Florida Railway Company to install flashing lights and gates (grade crossing predictor 4000).

Date reviewed :

8/13/2008

Review team personnel :

Scott Allbritton, FDOT Tall; Mike Dross, Safetran; Donna Whitney, FDOT Rail; Clifton Ward, FDOT Safety; Jim Martin, FDOT Lake City Construction; Alan Hester, Norfolk Southern











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To:Dale WilliamsFrom:Michele CrummittCC:Kevin KirbyDate:4/9/2010Re:Equipment Operator I & Equipment Operator II (Public Works)

I have received a request from the Public Works Director to recruit for an Equipment Operator I position recently vacated due to a resignation. He has also requested permission to fill a vacant Equipment Operator II position vacated by a recent transfer. I am requesting approval from the Board to fill these positions. I will advertise in-house first and recruit external candidates if no suitable internal candidates are located. Please place this request on the agenda for April 15, 2010.

Board of County Commissioners

Memo

To: Dale Williams From: Michele Crummitt CC: Kevin Kirby Date: 4/9/2010 Re: Foreman – Public Works

I've attached a revised position description for a Public Works Foreman to this memo. In accordance with the recent reorganization of the Public Works Department, the Director is proposing to change the Public Works Road Superintendent positions to Public Works Foreman positions to more clearly reflect their levels of responsibility. Employees who fill the Foreman positions will supervise various areas such as Equipment Operators/Drivers, Graders, the Tree Trimming Crew, and Utilities/Drainage. Current employees who are classified as Road Superintendents will be re-classified to Foreman positions.

I am also requesting approval to recruit in-house (and externally if no suitable in-house candidate is located) for the Foreman who will supervise the Graders. This is a budgeted, approved position and the duties were previously being performed by Willie Moates.

Please place these items on the agenda for the April 15, 2010 Board meeting.

ROAD SUPERINTENDENT PUBLIC WORKS FOREMAN

MAJOR FUNCTION:

This is responsible supervisory and administrative work in the planning, scheduling and directing of maintenance, and road construction operation, and utilities.

Work involves responsibility for supervising and directing public works operations. Supervision is exercised over several crews consisting of equipment operators.

Duties include maintaining work schedules, giving technical instructions on projects and coordinating the work on these projects.

Work orders are received in oral or written form from the Public Works Director, and the Assistant Public Works Directors the Public Works Superintendents and are subject to review and inspection by the Public Works Director and the Assistant Public Works directors-Public Works Superintendents.

ESSENTIAL FUNCTIONS:

Plans, assigns, supervises, instructs and evaluates workers in the maintenance and construction of roads including specific jobs as maintenance of drainage ditches, storm drains, the installation of culverts and utilities, the patching of paved roads, tree trimming, shoulder work on paved roads and shooting and setting grades on construction jobs, including reading construction plans.

Coordinates maintenance and/or construction activities among the areas and with other department agencies.

Communicates with the public.

Assures that work is completed in accordance with established schedules and performance standards.

Conducts inspections and evaluations of maintenance and construction activities.

Supervises the coordination of workers and equipment for the maintenance and construction programs.

Reviews and modifies work standardization procedures.

Participates in training program to implement schedule utilization, work and safety methods.

Conducts staff meetings.

Prepares requisitions and recommends bid awards for material and equipment.

Assists in budget preparation and implements approved budget for road maintenance and construction projects.

Assists and supports management's Collective Bargaining Team, including confidential preparations.

Assists in handling and resolving grievances as necessary.

Assigns workers to specific jobs and inspects work in progress and upon completion. Keep time records, makes reports, and maintains records.

Plans, coordinates, assigns, and supervises employees engaged in special projects and construction activities.

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Reviews and administers maintenance and construction contracts.

ROAD SUPERINTENDENT, PUBLIC WORKS FOREMAN PAGE TWO OF THREE

NON-ESSENTIAL FUNCTIONS:

Performs related work as required.

WORK ENVIRONMENT:

Responsible for assisting in the satisfactory and safe operation of the Public Works Department.

Ability to perform physical work related to the position.

Work may be performed without direct supervision.

Frequently tasks are performed outdoors in extreme weather conditions._Subjected to insects, noxious fumes and noise.

TRAINING AND EXPERIENCE:

Minimum Experience: High School graduation, and five (5) years experience in the supervision of general equipment, and maintenance and road construction areas, and/or <u>utilities</u>, or any equivalent combination of training and experience.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of the principles and techniques of planning, budgeting, management and scheduling as they relate to road maintenance, and road construction, and/or utilities. Knowledge of standard tools and practices used in construction operations as well as knowledge in the safe operation of all construction equipment.

Knowledge of shooting and setting grades on construction jobs.

Ability to read, interpret and initiate actions to comply with construction plans.

Ability to understand and transmit written and oral instructions to prepare comprehensive reports.

Ability to deal tactfully with the general public.

Ability to communicate effectively.

Ability to keep records and prepare reports.

Ability to establish and maintain safe working conditions and operations.

Ability to take a team work approach to the job by cooperating with others, offering to help others when needed and considering larger organization or team goals rather than individual concerns.

Ability to supervise the work of a large group of workers.

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ROAD SUPERINTENDENT, PUBLIC WORKS FOREMAN PAGE THREE OF THREE

ESSENTIAL PHYSICAL SKILLS/DEMANDS:

Will use both hands simultaneously while standing or sitting, requires pushing, pulling, twisting, stooping, bending, climbing and walking; frequent lifting of ten (10) to fifty (50) pounds.

Position requires oral communications, also requires adequate eyesight and hearing (with or without correction) to safely perform essential functions.

PROFESSIONAL LICENSE:

Possession of a valid Florida Drivers License required. Columbia County residency required within six months of date of employment.

Pay Grade: 34, 120 Exempt-Administrative BCC APPROVED: REVISED 07/02/98, 05/20/99, 08/02/2006, 04/15/2010 Formatted: Strikethrough



PROCLAMATION 2010P-4

A PROCLAMATION BY THE CHAIRMAN OF THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS DESIGNATING THE WEEK OF MAY 2 THROUGH MAY 8, 2010 AS "FAMILY REUNIFICATION WEEK" IN COLUMBIA COUNTY, FLORIDA

WHEREAS, keeping Columbia County families together is an important goal; and

WHEREAS, reunification with parents is the preference for helping children achieve normalcy and permanency, according to Florida Statutes; and

WHEREAS, expanding the continuum and integration of services for children, youth and adults throughout Columbia County has contributed to family reunifications; and

WHEREAS, parents must commit to work to successfully completing case plans in order to gain back custody of their children; and

WHEREAS, local communities, service providers, foster parents and advocates work together to strengthen and support families by providing resources, treatment and education so parents are able to safely raise their children; and

WHEREAS, Family Reunification Week is an observance to praise mothers and fathers for expressing love and commitment to their sons and daughters by bringing their families back together to ensure safety, well-being and permanency for the children, therefore it is fitting and proper that we acknowledge this message being sent by Partnership for Strong Families, advocates for children, and the Department of Children and Families during this special week;

NOW, therefore, through the authority vested in me by the Board of County Commissioners of Columbia County, Florida, I do hereby proclaim May 2 through May 8, 2010 as "Family Reunification Week" in Columbia County, Florida.

Duly proclaimed this 15th day of April, 2010.

BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA

ATTEST:

ву:_

Ronald W. Williams, Chairman

P. DeWitt Cason, Clerk of Court

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COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS UTILITY PERMIT

Date: 4/09/10 Permit No	County Road SW Sisters V	Velcome Rd Section No
Permittee Comcast Cable_		
Address 5934 Richard St, Jacksonville, FL 32216_	Telephor	ne Number 904-380-6420
Requesting permission from Columbia County, Flor Maintain Proposed CATV power supply facilities at Node LC032/Project : LC032 PS	t SW Sisters Welcome Rd (3	998) near SW Tunsil Ln, 7' umderground,
FROM:	TO:	
Submitted for the Utility Owner by: -Billie Lentes/A		
Typed Name &	Title Si	gnature Date
1. Permittee declares that prior to filing this applicat and underground and the accurate locations are show Proposed work is within corporate limits of Municip	wn on the plans attached here	eto and made a part of this application.
() FORT WHITE (). A letter of notification was ma owners AT&T, FPL	ailed on 04/05/10	to the following utility
2. The Columbia County Public Works Director sha again immediately upon completion of work. The Pu located at 607 NW Quinten St, Lake City, FL The PERMITTEE's employee responsible for Maint	all be notified twenty-four (2 ublic Works Director is Key T tenance of Traffic is Gary Vo	4) hours prior to starting work and vin Kirby

3. This PERMITTEE shall commence actual construction in good faith within _30_ days after issuance of permit, and shall be completed within 90__ days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

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

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

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

"Notification to Ken Sweet. (386)623-6414, must be made prior to starting work. Utilities Permit Page Two Revised: 8/17/00

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 b 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 ofthirty 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.

2. Additional Stipulations:	
	-

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

Submitted By: Billie Lentes/Agent for Comcast _____ Permittee Place Corporate Seal

Signature and Title

Attested

Utilities Permit Page three Revised: 8/17/00

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Recommended for Approval: Signature: 0 Title: DIRECTOR of Public WORKS 04-13.10 Date:

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

YES() NO()

Date Approved:

Chairman's Signature: _____









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COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS UTILITY PERMIT

Date: 4/05/10 Permit No	County Road NW Lake City Ave Section No	_
Permittee Comcast Cable_		
Address 5934 Richard St, Jacksonville, FL 3221	6 Telephone Number 904-374-7694	
	Iorida, hereinafter called the County, to contract, operate and City Ave (263) near NW Devane St, 172' aerial, Node LC010/Projec	ct:
FROM:	TO:	
	s/Agent for Comcast04/05/10	
Typed Name	& Title Signature Date	
	cation it has determined the location of all existing utilities, both aeria nown on the plans attached hereto and made a part of this application. cipality: YES (X) NO (). If YES: LAKE CITY	
() FORT WHITE (). A letter of notification was owners AT&T, FPL	mailed on 04/05/10to the following utility	
2. The Columbia County Public Works Director s again immediately upon completion of work. The located at 607 NW Quinten St, Lake City, FL The PERMITTEE's employee responsible for Ma	shall be notified twenty-four (24) hours prior to starting work and Public Works Director is Kevin Kirby	

3. This PERMITTEE shall commence actual construction in good faith within 30 days after issuance of permit, and shall be completed within 90 days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

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

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

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

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Notification to Ken Sweet, (386)623-6414, must be made prior to starting work.

Utilities Permit Page Two Revised: 8/17/00

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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 b 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 ofthe 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 ofthirty inches (30") will be required at all locations. Columbia County will not be financially responsible for any damage to facilities with less than thirty inches (30") cover. Cables shall not be located within driveway ditches.

12. Additional Stipulations:

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

Submitted By: Billie Lentes/Agent for Comcast _____ Permittee Place Corporate Seal

Signature and Title

Attested

Utilities Permit Page three Revised: 8/17/00

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Recommended for A	Approval:
Signature:	-/ <u>/</u>
Title: DIRE	ctor of Public works
Date: 04	<u>-09-10</u>
Approval by Board	of County Commissioners, Columbia County, Florida:
YES()	NO ()

Date Approved: _____

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Chairman's Signature: _____









5934 Richard St. Jacksonville, Fl. 32216 RIGHT-OF-WAY PERMIT

LC010 DRAFTED BY: LOI

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COLUMBIA COUNTY, FLORIDA RESOLUTION NO. 2010R- 11

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RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, COLUMBIA COUNTY, FLORIDA, ACKNOWLEDGING THAT THE COLUMBIA COUNTY TAX COLLECTOR HAS INDEPENDENTLY ENTERED INTO LEASES FOR BRANCH OFFICES AND/OR STORAGE SPACE IN WHICH LIMITED COUNTY BUSINESS IS CONDUCTED.

WHEREAS, it is within the purview of the Board of County Commissioners to enter into lease agreements in order to conduct County business on behalf of the County's Constitutional Officers; and

WHEREAS, the Columbia County Tax Collector has or plans to directly enter into lease agreements for branch offices and/or storage space at the following locations:

- a. 294 SW Bryant Avenue, Fort White, Florida; and
- b. 1350 U.S. Highway 90 West, Lake City, Florida.

WHEREAS, the Board of County Commissioners acknowledges that the Columbia County Tax Collector performs limited County business in these branch locations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, that the Board of County Commissioners hereby recognizes that certain County functions are conducted by the Tax Collector in order to conduct County business at the leased premises at the locations listed above, and that the Board finds such direct lease arrangements by the Tax Collector is for the benefit of the citizens of Columbia County, Florida, and requires no further action by the Board.

BE IT FURTHER RESOLVED that this Resolution shall take effect upon its adoption.

THIS RESOLUTION ADOPTED after motion, second and majority vote for the same, this _____ day of _____, 2010.

COLUMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

By: _______ Ronald W. Williams, Chairman

ATTEST:

P. DeWitt Cason, Clerk of Courts

Approved as to form and legality

(SEAL)

William E. Whitley Special Legal Counsel

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Memo

To:	Board of County Commissioners		
From:	Dale Williams		
CC:	4		
Date:	4/12/2010		
Re:	Todd Manning - Networking Specialist		

Todd Manning, the Board's Networking Specialist, has recently taken on new job duties. Todd has assumed responsibility for the information technology needs of the Library system. These duties were previously performed by a part-time Library Networking Specialist who has retired. The Library also used the services of TNT Computers, INC at an average annual cost of \$3,396 over the past five years.

With the elimination of the part-time position (salary & benefits) and the IT consultant, the County will realize an annual savings of \$42,630. I'm proposing an annual salary increase of \$10,000 for Todd Manning out of these funds. If approved, the Library budget will be charged for this portion of his salary. Todd does an excellent job for the County and the IT demands of our departments will only continue to increase. With your approval, his new annual salary will be \$54,523.

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

April 15, 2010

MEMO

TO: Who It May Concern

FR: Dale Williams Nali

RE: Late Agenda Additions (April 15, 2010)

Please find attached two (2) items that will be requested for addition to the April 15, 2010 agenda. Both items are added as they are time sensitive. The next County Commission meeting is not scheduled until May 6, 2010.

1.) Request to apply for fire grant. \$131,000 match requirement.

2.) Fort White Library. Recommendation to award low bid \$392.000

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



COLUMBIA COUNTY FIRE / RESCUE

+ 36 SETS GEAL BUNNER GEAL

508 SW State Road 247 Lake City, FL 32025 Phone (386) 754-7089 Fax (386) 754-7064

Tres Atkinson Fire Chief

4-14-2010

To: Dale Williams, County Manager

From Tres Atkinson, Fire Chief

Re: AFG Grant

As of this week I have been notified that a grant that we submitted to the Department of homeland security Assistance to firefighters program has been favorably reviewed and has been sent back to us verifying we would accept if we are able to make it into the final round. Our grant was for a mobile training unit with props and tow vehicle. The total cost for this grant is approximately \$720,000 dollars which means our 20% would be approximately \$144,000 dollars.

With our current economic status I understand the budget constraints but I think this grant opportunity would be a great asset to our department.

Thank you for your consideration in this matter.

TTO GRANT 520,000 TTO COUNTY 131,000 TTO COUNTY 131,000 87 115

Columbia County Bid Tabulation

Bid No. 2009-Y	2009-Y Date of Opening: 4/14/10			Bid Title: New Ft White Branch Library				
		Gray	Southmark	Concrete	CC Borden	Mandese White		
	Bidders	Construction Services	Constructors	Constructors	Construction	Construction		
Total Bid Price		\$ 447,758.00	\$ 569,500.00	\$ 468,000.00	\$ 554,835.00	\$ 427,000.00		
		Garrison Design	Alexander	Peter R	Little &	Varnes		
	Bidders		Group	Brown	Williams	Contracting		
				Construction				
Total Bid Price		\$ <u>5</u> 17,876.00	\$ 459,500.00	\$ 392,000.00	\$ 473,400.00	\$ 461,422.00		
		Robert L	Shine &	Genesis	Joyner	Trademark		
	Bidders	Kelly	Company	Construction	Construction	Construction		
		Construction				Group		
Total Bid Price		\$ 653,300.00	\$ 504,000.00	\$ 473,166.00	\$ 469,916.00	\$ 540,945.00		

Fort White Library Estimate

Building per bid	\$ 392,000.00
Site/Civil including water line	\$ 250,000.00
Power to facility	\$ 13,000.00
Phone to facility	\$ 20,000.00
Irrigation	\$ 10,000.00
Sign	\$ 10,000.00
2 % Contingency	\$ 13,900.00
	\$ 708,900.00