

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

CONSENT AGENDA

MAY 6, 2010

- (1) External Budget Amendment - Landfill - BA #09-17 - Temporary Walstaff Employee - \$3,500.00**
- (2) Columbia High School Band - New York Trip - \$2,500.00**
- (3) GWP, Inc. - Ellisville Water System Improvements - Expansion to US 441 - Change Order #3 - \$360.00 increase**
- (4) Florida Department of Transportation - Reimbursement Agreement/Resolution - Right Turn Lane - State Road 247/Bascom Norris Drive - \$500,000.00**
- (5) Fireworks Permit - Columbia High School - Class of 2010 - Request Permission to have a Fireworks Display at Graduation on May 28, 2010**
- (6) 9-1-1 Addressing - Naming of Unnamed Road - SE Regal Court and NW Biggens Court**
- (7) 9-1-1 Addressing - Road Network Change - SW Daytime Drive, SW Dusk Glen and SW Twilight Way**
- (8) Human Resource - Landscaping & Parks Department - Employee Resigning - Request to Replace Employee Position - Maintenance Tech I**
- (9) Human Resource - Solid Waste Department - Vacant EOI Position - Request to Hire**

- (10) Board of County Commissioners Request North Central Florida Regional Planning Council Assistance in Preparation of the 2009 Community Development Block Grant Application**
- (11) Landscape and Parks Department - Requesting Additional Funds - Southside Recreation Complex - Soccer Field Work - Two (2) Fields - \$16,000.00**
- (12) Agreement - Donation of Personal Property to Columbia County - Elwood Tyre**
- (13) Resolution - Declaring the Week of May 16-22, 2010 as Emergency Medical Services Week**
- (14) Proclamation - Declaring the Month of May as Public Safety Appreciation Month in Columbia County**
- (15) Property Appraisers Office - Declaring Junk Property - AS400 Server/Optical Jukebox**
- (16) The Variable Annuity Life Insurance Company - Valic Company 1 - Voting Proxy**
- (17) Van Kampen Growth and Income Fund Nationwide Insurance Company - Voting Proxy**
- (18) Public Works - Request to Enter Private Property - Complete Drainage Project - Corner of County Road 246 & Falling Creek Road - Carl Bullard, Property Owner**
- (19) Agreement - Columbia County Recreation Department/The Lamar Companies Contract - \$275.00**
- (20) Minute Approval - Board of County Commissioners - Regular Meeting - April 15, 2010**

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

1



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

BUDGET AMENDMENT
2009-2010

NUMBER: BA-09-17
DATE: April 22, 2010
FUND: Landfill

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
401.8400.584.9099 Contingency	401.3400.534.1013 Temporary Labor	\$3,500.00

DESCRIPTION: Temporary Walstaff Employee

REFERENCE:

REQUESTED BY: Bill Lycan, Landfill

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



**THE
SCHWARTZ
CORPORATION**

19208 LAKE ALLEN ROAD
LETZ FL 33558

Invoice

Date	Invoice #
3/9/2010	TR 10 190

*Revised
Invoice*

Bill To

COLUMBIA HIGH SCHOOL
MR RYAN SCHULZ
DIRECTOR OF BANDS
469 SW FIGHTING TIGER DRIVE
LAKE CITY FL 32025

Due Date
3/12/2010

Quantity	Description	Rate	Amount
10	PEOPLE AT QUAD ROOM RATE	910.00	36,400.00
3	PEOPLE AT TRIPLE ROOM RATE	960.00	2,880.00
17	PEOPLE AT DOUBLE ROOM RATE	1,050.00	17,850.00
2	PEOPLE AT SINGLE ROOM RATE	1,330.00	2,660.00
3	COMPLIMENTARY PACKAGES BASED ON DOUBLE OCCUPANCY	0.00	0.00
15	BROADWAY TICKETS FOR WICKED (NON-REFUNDABLE) IF ARE ABLE TO BE RESOLD WILL BE REFUNDED	113.25	1,698.75
	CREDIT FOR PAYMENTS MADE BY COLUMBIA HS	-25,000.00	25,000.00
	CREDIT FOR PAYMENT MADE BY BEVERLY SCHULZ 4/9/10	-12,000.00	-12,000.00
Total			\$24,488.75

Toll Free: 800-940-3662
Fax: 813-949-8582
Email: schwartz.corp@verizon.net
Website: www.theschwartzcorporation.com

#3

Change Order No. 3

Date of Issuance: March 15, 2010 Effective Date: March 15, 2010

Project: Ellisville Water System Improvements – Expansion to US 441	Owner: Columbia County, Florida	Owner's Contract No.: 2009-V
Contract: Expansion to US 441 (2009-V)		Date of Contract: November 20, 2009
Contractor: GWP, Inc.		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Project Modifications to provide clean backfill material for pipe support.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>539,939.45</u>	Original Contract <input type="checkbox"/> Working <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>150</u> Ready for final payment (days or date): <u>180</u>
[Increase] [Decrease] from previously approved Change Orders No. _____ \$ <u>22,873.60</u>	[Increase] [Decrease] from previously approved Change Orders Substantial completion (days): <u>7</u> Ready for final payment (days): <u>7</u>
Contract Price prior to this Change Order: \$ <u>562,813.05</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>157</u> Ready for final payment (days or date): <u>187</u>
[Increase] of this Change Order: \$ <u>360.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>0</u> Ready for final payment (days or date): <u>0</u>
Contract Price incorporating this Change \$ <u>563,173.05</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>157</u> Ready for final payment (days or date): <u>187</u>

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)
Date: 3/15/10

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Date: 4/14/10

Approved by Funding Agency (if applicable): _____

Date: _____

#4

Financial Project ID: 208411-8-58-01

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REIMBURSEMENT AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the "Department", and COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, the parties mutually agree that it is in their joint best interest to add a northbound right turn lane and other necessary improvements (including drainage) on SR 247/Branford Highway at Bascom Norris Drive in Lake City, Florida, hereinafter referred to as the "Project", and more specifically described in Exhibit "A".

WHEREAS, the Agency, by Resolution No. _____, a copy of which is attached hereto as Exhibit "B", and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the Department is authorized to contract with local governmental entities to the maximum extent possible for performance of its transportation responsibilities; and

WHEREAS, Exhibit(s) 1 is attached and made a part hereof,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. The purpose of this Agreement is for construction of a northbound right turn lane on SR 247/Branford Highway at Bascom Norris Drive and other necessary improvements (including drainage) in Lake City, Florida. The Department has determined that this Project is in the best interest of the Department. Said Project is further described in Exhibit "A", attached hereto and by this reference made a part hereof. The further purpose of this Agreement is to provide Departmental financial reimbursement to the Agency, state the terms and conditions upon which such reimbursement will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2. The Agency agrees to complete the project on or before 12/31/2011. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

3. The Agency shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical and efficient manner, and in accordance with the provisions herein, and all applicable laws.

4. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

5. The Agency shall initiate and prosecute to completion all proceedings necessary to enable the Agency to provide the necessary funds for completion of the Project.

6. The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department may require.

7. The total Department funds available for this project shall not exceed \$500,000.00. The Agency agrees to bear all expenses in excess of the \$500,000.00 and any deficits involved.

8. The Department agrees to a maximum participation in the Project in the amount of \$500,000.00. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

9. Recipients of federal and state funds are to have audits done annually using the following criteria:

Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding state agency.

In the event that a recipient expends \$500,000 or more in State awards during its fiscal year, the recipient must have a state single or program specific audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General.

If a recipient expends less than \$500,000 in State awards during its fiscal year, an audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General is not required. If a recipient expends less than \$500,000 in State awards during its fiscal year and elects to have an audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General, the cost of the audit must be paid from non-State funds.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Reporting Packages and management letters generated from audits conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General shall be submitted to the awarding DEPARTMENT office, by the recipient, within 30 days of receiving it. The afore mentioned items are to be received by the appropriate DEPARTMENT office no later than 9 months after the end of the recipient's fiscal year.

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit finding is required. Current year audit findings require corrective action and status of finding.

Project records shall be retained and available for at least 3 years from the date the audit report is issued. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Office of the Comptroller, and the Office of the Auditor General.

The recipient shall submit required audit documentation as follows:

A Financial Reporting Package of audits conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General shall be sent to:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

The Department of each of the following addresses:

Department of Transportation
District PLEMO Office – MS 2014
Attn: Kim Evans, District JPA/LAP Coordinator
1109 South Marion Avenue
Lake City, Florida 32052

10. Agencies 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 Banking and Finance. 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.

11. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency 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.

12. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractor/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

13. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact

business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. Upon final payment to the contractor for the entire Project, the Agency shall, within one hundred eighty (180) days, furnish the Department with two (2) copies of its final and complete billing of all cost incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the job estimate. The final billing shall show the description and site of the Project; the date on which the first work was performed or the date on which the earliest items 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 records and accounts billed can be audited. 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 three (3) 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 Agency's general accounting records and the project records, together with supporting documents and records, or 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.

15. The parties recognize and accept the funding restrictions set forth in Section 339.135(6) (a), Florida Statutes, which may affect the Department's obligations hereunder.

"(a) 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 shall be null and void, and no money shall be paid hereon. The Department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein shall prevent the making of contracts for a period exceeding 1 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 \$25,000 and having a term for a period of more than 1 year."

16. If the Agency abandons or, before completion, discontinues the Project, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

17. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract with any third party with respect to the Project or obligate itself in any manner requiring the disbursement of Department funds without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any contractor and to approve or disapprove the employment of the same.

18. The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with this Agreement.

19. The Agency shall make the project records available to the Department for inspection and shall require its consultants to permit the Department's authorized representatives to inspect all work, payrolls, records, and to audit the books, records and accounts pertaining to the financing, development and construction of the Project.

20. Execution of this Reimbursement Agreement constitutes a certification by the Agency that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connections therewith.

21. To the extent permitted by law, the Agency shall indemnify, defend, save, and hold harmless the Department and all its officers, agents and employees from any claim, loss damage, cost, charge or expense arising out of any act, error, omission, or negligent act by the Agency, its officers, agents, or employees during the performance of the Agreement, except that neither the Agency, its officers, agents or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

The parties agree that this clause shall not waive the benefits or provisions of Chapter 768.28, Florida Statutes, or any similar provision of law.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within 20 working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

22. Nothing herein shall be construed to create any third party beneficiary rights in any person not a party to this Agreement.

23. This Agreement shall commence on the date above written and remain in effect and binding on the parties until cancellation, or performance of the parties' obligations hereunder. Any amendment to or modification of this Agreement shall be in writing and signed by both parties. No assignment shall be effected until prior written consent has been given by the Department, which consent shall not be unreasonably withheld.

24. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.

25. The Agency warrants that it has not employed or obtained any company or person, other than bona fide employees of the Agency to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual, or firm, other than a bona fide employee employed by the Agency. For breach or violation of this provision, the Department shall have the right to terminate the Agreement without liability.

26. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

27. The Agency shall not assign any right, term, privilege or obligation provided for in this Agreement absent the express prior written consent of the Department's District Two Secretary or his / her designee. The Department shall have the sole discretion and authority to grant or deny proposed assignments with or without cause. Any right, term, privilege or obligation of Agency not assigned in accordance with the provisions of this section is void and shall remain the obligation of the Agency.

28. By their signature below, the parties hereby acknowledge the adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

29. This Agreement shall be binding upon and inure to the benefit of the parties hereto. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

30. The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of this Agreement and shall do all other acts to effectuate this Agreement, time being of the essence.

31. This instrument contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement.

32. Each party warrants and represents to the other: (i) that each understands all of the rights and obligations set forth in this Agreement and the Agreement accurately reflects the desires of the parties; (ii) each provision of this Agreement has been negotiated fairly at arm's length; (iii) each fully understands the advantages and disadvantages of this Agreement and executes this Agreement freely and voluntarily of their own accord and not as a result of any duress, coercion, or undue influence from the other party; and (iv) each has had, or had the opportunity to have, independent legal advice by counsel of its own choosing in the negotiation and execution of this Agreement.

33. The failure of either party to insist on one or more occasions the strict performance or compliance with a term, provision or otherwise of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party to be charged.

34. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction selected by the Department in its discretion in Duval or Leon County, Florida. In the event that legal action is initiated by the Agency, the Agency shall consent to the transfer of venue to Duval or Leon County as identified by the Department in an appropriately filed motion requesting the same.

35. No provision in this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

36. Each party hereto shall bear their own attorneys' fees and costs incurred through the execution of this Agreement. Thereafter, should either party employ an attorney to enforce any of the provisions of this Agreement, the non-breaching and/or prevailing party shall be entitled to recover all reasonably incurred attorneys' fees and costs, including attorneys' fees and costs incurred during any appeal, whether suit be filed or not.

37. If any section, paragraph, clause or provision of this Agreement is adjudged by a court of competent jurisdiction to be invalid and unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as the principle purposes of this Agreement remain enforceable.

38. Any modification of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

39. In computing any period of time prescribed in this Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

40. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Fla. Stat. (2008).

41. Any and all notices shall be delivered to the parties at the following addresses:

Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5814
Attn: Jordan L. Green, P.E.

Columbia County Manager's Office
Attn: Mr. Dale Williams, County Manager
Post Office Drawer 1529
Lake City, Florida 32056

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

DATE FUNDING APPROVED BY
COMPTROLLER

(See attached Encumbrance Form)

COLUMBIA COUNTY BOCC,
A Florida Governmental Authority

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

BY: _____
Alan R. Mosley, P.E.

TITLE: _____

TITLE: _____
District Two Secretary

DATE: _____

DATE: _____

ATTEST: _____ (SEAL)

ATTEST: _____ (SEAL)
Executive Secretary

TITLE: _____

DATE: _____

APPROVED AS TO FORM

APPROVED AS TO FORM, LEGALITY

Attorney

Office of District 2 General Counsel

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Reimbursement Agreement between the State of Florida Department of Transportation and the Columbia County Board of County Commissioners dated _____.

PROJECT LOCATION:

The project is located on SR 247/ Branford Highway at Bascom Norris Drive in Lake City, Florida.

PROJECT DESCRIPTION:

The project consists of adding a northbound right turn lane on SR 247/Branford Highway at Bascom Norris Drive in Lake City, Florida.

AGENCY RESPONSIBILITIES:

- The Agency is required to provide a copy of 30,60,& 90% design plans for the Department's review and approval. Do not proceed to the next phase without Department approval.
- If Right of Way is required contact our Right of Way Department as soon as right-of-way needs are identified. A Certification for Right of Way will be required prior to advertising for construction.
- The Agency is required to coordinate permitting with the Department.
- The Agency must have Department concurrence prior to advertising for construction services.
- The Agency shall accomplish the following:
 - a. Advertise, bid and award the construction services to implement the recommended improvements for the construction of a northbound right turn lane and associated drainage improvements.
 - b. Produce the construction plans necessary to build the improvements. The plans must be approved by the Department prior to advertising for construction services.
- The Agency shall commence the PROJECT activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:
 - a) Construction contract to be let on or before December 31, 2010.
 - b) Construction to be completed on or before December 31, 2011.

If this schedule can not be adhered, notify the Department, in writing, with a revised schedule or the project is subject to the withdrawal of Department funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

- No invoice activity for 6 months, or
- No contract activity for 18 months.

EXHIBIT "B"
(RESOLUTION)

EXHIBIT 1

State Agency: **Department of Transportation**

Catalog of Federal Domestic Assistance: **55.023 State Highway Project Reimbursement**

Amount: **\$500,000.00**

State Projects Compliance Supplement

CSFA Fiscal Year 2009-2010

CSFA Number: 55.023

State Project Title: State Highway Project Reimbursement

Agency: Department of Transportation

Program Objectives: To reimburse counties or municipalities for expenditures made on projects on the State Highway System.

Program Procedures: The Department enters into an agreement with the county or municipality identifying the project scope of services, eligible project costs and the project schedule.

Compliance Requirement:

Activities Allowed: Project costs must be incurred subsequent to agreement execution (contract provision). Project scope of services identifies the types of work that are eligible for reimbursement (contract provision).

Allowable Costs: Identified in the contract document up to a lump sum or maximum limiting amount.

Cash Management: Not applicable.

Eligibility: Project must be on the State Highway System.

Equipment / Real Property Management: Not applicable.

Matching: Not applicable.

Period of Availability: State Fiscal Year: July 1 to June 30. The contract must be executed during the fiscal year for which state funds are programmed. Once committed, the funds certify forward across fiscal years for the life of the contract.

Reporting: Project costs are reviewed and approved upon receipt of an invoice from the county of municipality.

Subrecipient Monitoring: The county or municipality is responsible for monitoring to work of subrecipients. Subrecipient invoices are reviewed, verified and paid by the county of municipality. County or municipality invoices are then reviewed and approved for payment by FDOT. Subrecipients do not invoice FDOT directly.

Special Tests Provisions: Not applicable.

**COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2010R-14**

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
APPROVING STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION, REIMBURSEMENT AGREEMENT
WITH COLUMBIA COUNTY, FLORIDA TO FACILITATE
CONSTRUCTION OF A NORTHBOUND RIGHT TURN LANE
AND IMPROVEMENTS ON SR 247/BRANFORD HIGHWAY AT
BASCOM NORRIS DRIVE**

WHEREAS, Columbia County has the authority to enter into a Reimbursement Agreement with the State of Florida, Department of Transportation, (“Department”); and

WHEREAS, Columbia County believes it is in the best interest to facilitate the transportation project known as construction of a northbound right turn lane and improvements on SR 247/Branford Highway at Bascom Norris Drive in Columbia County, Florida, and to enter into a Reimbursement Agreement for Financial Project ID No. 208411-8-58-01.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, as follows:

Section 1. Columbia County, Florida by and through its Board of County Commissioners, approves the State of Florida, Department of Transportation, Reimbursement Agreement as to Financial Project ID No. 208411-8-58-01, a copy of which is attached hereto and made a part hereof.

Section 2. The Chairman of the Board of County Commissioners, together with any other appropriate County officials, are authorized to execute the agreement on behalf of Columbia County, Florida.

UNANIMOUSLY PASSED AND ADOPTED by the Board of County

Commissioners of Columbia County, Florida, at its regular session on May 6, 2010.

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

By: _____
Ronald W. Williams, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Court

(SEAL)

#5

Lisa Roberts

From: Mansmann, Keely [kmansmann@hcr-manorcare.com]
Sent: Tuesday, April 13, 2010 10:33 AM
To: Lisa Roberts
Subject: Board Discussion

Lisa,

I am sending this letter to you on behalf of the Class of 2010 at Columbia High School. The students would like to have a fireworks display at graduation on May 28 and would like to get permission for doing so.

Please let me know what has to be done in order for this to happen for them.

Thank you,

Keely Mansmann
CHS Class of 2010 Parent Officer

Keely J. Mansmann
Patient Care Coordinator/Office Manager
Heartland @ Lake City
(386)752-7332

The information contained in this transmission is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. If you are not the intended recipient of this information, do not review, retransmit, disclose, disseminate, use, or take any action in reliance upon, this information. If you received this transmission in error, please contact the sender, destroy all printed copies, and delete the material from all computers.
=====

COLUMBIA COUNTY SCHOOL DISTRICT

COLUMBIA HIGH SCHOOL

469 SE Fighting Tiger Drive

Lake City, Florida 32025

Telephone: (386) 755-8080 ~ Fax: (386) 755-8082

MICHAEL E. MILLIKIN
SUPERINTENDENT

ALEX L. CARSWELL, JR.
ASSISTANT SUPERINTENDENT
FOR INSTRUCTION

SARRAGANSETT M. SMITH
ASSISTANT SUPERINTENDENT
FOR ADMINISTRATION

TERRY HUDDLESTON
PRINCIPAL

ASSISTANT PRINCIPALS

MICHAEL CHRISTIE
CATHRYN DEKLE
DONALD HARRISON
MELINDA MOSES



Touching Tomorrow Through Teamwork Today

April 22, 2010

Mrs. Mansmann
Columbia High School
Senior Class 2010

Dear Mrs. Mansmann:

Columbia High School is in support of a fireworks display after the graduation ceremony of the class of 2010. The graduation ceremony for the Columbia High School class of 2010 is set for Friday, May 28, 2010 at 7:00 p.m. The vendor chosen by the Senior class parents will have to provide adequate liability insurance to the Columbia County School District. In addition, the vendor will have to provide fire equipment on the site through the Columbia County Fire Department, a Pyro-tech on site, and have the set back zone set and approved by the Columbia County Board of County Commission. It should also be understood that while our ongoing support is given, it is done so pending all County Regulations and that the County may pull the permit once given at their digression at any time.

Sincerely,

A handwritten signature in black ink that reads "Terry L. Huddleston".

Terry L. Huddleston
Principal

Terry Huddleston *****

This footnote confirms that this email message has been scanned by
From: Donnie Harrison (harrison_d01@firn.edu)
Sent: PineApp Mail-SeCure for the presence of malware, viruses, vandals & computer viruses.
Sent: Thursday, April 22, 2010 8:15 AM
To: *****
To: Huddleston, Terry
Subject: Fw: fireworks

----- Original Message -----

From: Mike Null
To: 'Donnie Harrison'
Sent: Wednesday, April 21, 2010 6:53 PM
Subject: fireworks

The Superintendent has told me that the Senior Parent committee is considering a fireworks display at your school for grad night. I have told the Superintendent, with appropriate notices and requirements being met, this may be allowable with at least the following conditions:

1. Contract with properly licensed and insured (listing the CCSD as the additional insured) pyrotechnics company
 General Liability Coverage with minimum limits of \$1 Mill per accident and \$2 Mill per aggregate.
 I will need to review the Certificate of Insurance in advance.
2. Permission through the County Fire Department
3. Arrangement for fire apparatus to be on hand during event
4. Event is properly controlled and supervised. Pyrotechnics company will provide instruction on spectators
 safe distance from fireworks and other safety measures. This must be supervised.
5. I need to report it to our insurance broker in advance for appropriate disclosure.

R. M. "Mike" Null
Director of Purchasing
Columbia County School District
372 West Duval Street
Lake City, FL 32055
null_m@firn.edu
386/755-8034
386/755-8077 (fax)
www.columbia.k12.fl.us/purchasing/

#6

ID #	DIS	OLD NAME	OLD SUFFIX	OLD DRIVING DIRECTIONS	PREFIX	NEW ROAD NAME	NEW SUFFIX	NEW DRIVING DIRECTIONS	LOCATION	S-T-R
33534		REGAL	CT	90E, R SR100, R CR245, L EBENEZER RD, L REGAL CT	SE	REGAL (PENDING BCCA)	CT	E US HWY 90, R SE SR100, R SE CR245, L SE EBENEZER RD, L SE REGAL CT (PAST RODNEY DICKS DR ON L)	RUNS FROM EBENEZER RD NORTH TO DEADEND	36-4S- 17

ID #	DIS	PREFIX	NEW ROAD NAME	NEW SUFFIX	NEW DRIVING DIRECTIONS	LOCATION	REMARKS
33551		NW	BIGGENS (PENDING BCCA)	CT	N US HWY 41, L NW SUWANNEE VALLEY RD, R NW TIGER DRAIN RD, L NW CHLOE DR, R NW BIGGENS CT	RUNS FROM CHLOE DR NORTH TO DEADEND	PENDING BCCA

ID #	DIS	PREFIX	NEW ROAD NAME	NEW SUFFIX	NEW DRIVING DIRECTIONS	LOCATION	REMARKS	S-T-R
30462		SW	DAYTIME (PENDING BCCA)	DR (PENDING CHANGE TO LN)	S SW SR247 (BRANFORD HWY), L SW CR242, R SW RALPH TER, R SW DAYTIME DR (PRIVATE RD)	RUNS FROM RALPH TER WEST TO DEADEND	PENDING BCCA (ROAD NETWORK CHANGED)	28-4S-16
30472		SW	DUSK (PENDING BCCA)	GLN	S SW SR247 (BRANFORD HWY), L SW CR242, R SW RALPH TER, R SW DAYTIME LN, L SW TWILIGHT WAY, R SW DUSK GLN (PRIVATE RD)	RUNS FROM TWILIGHT WAY WEST TO DEADEND	PENDING BCCA (ROAD NETWORK CHANGED)	28-4S-16
33542		SW	TWILIGHT (PENDING BCCA)	WAY	S SW SR247 (BRANFORD HWY), L SW CR242, R SW RALPH TER, R SW DAYTIME LN, L SW TWILIGHT WAY	RUNS FROM DAYTIME LN SOUTH TO DUSK GLN	PENDING BCCA (NEW ROADWAY)	28-4S-16

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

#8



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

April 8, 2010

To: Michele Crummitt

From: Clint Pittman, Director *CRP*
Landscape & Parks Dept.

Re: Employee Position - Maintenance Tech I

Our department has an employee resigning effective May 21, 2010. This is a budgeted position and I am requesting replacement of this employee position.

CP:js

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

#9




BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

April 21, 2010

MEMO

TO: Dale Williams, County Manager
BCC

FR: Bill Lycan, 
Solid Waste Director

RE: Vacant EOI Position

Please be advised that I would like permission to advertise an EOI position that was vacated through employee termination; The position will be posted in-house first according to the Collective Bargaining policy and then if not successful advertised externally.

Thank you for your assistance.

WWL: pdl

XC: Outgoing Correspondence

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

#10



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

April 23, 2010

Mr. Scott R. Koons, AICP Executive Director
North Central Florida Regional Planning Council
2009 NW 67th Place
Gainesville, FL 32653-1603

Dear Mr. Koons:

The Columbia County Board of County Commissioners requests that the North Central Florida Regional Planning Council provide it with community development planning assistance to consist of the preparation of a fiscal year 2009 Community Development Block Grant application. It is our understanding that such assistance will be provided by the Planning Council at no cost to our community.

In addition, the Columbia County Board of County Commissioners designates the Planning Council to be its representative at the fiscal year 2009 Community Development Block Grant application workshop to be conducted by the Florida Department of Community Affairs prior to the application deadline.

If you have any questions concerning this request for assistance, please do not hesitate to contact me or my designee, Michele Crummitt.

Sincerely,

A handwritten signature in black ink that reads "Dale Williams".

Dale Williams
County Manager

XC: Outgoing Correspondence
All Commissioners

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

5/6/10
Agenda

#11



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

April 14, 2010


To: Dale Williams, County Manager
From: Clint Pittman, Director
Landscape and Parks Department
Re: Soccer Fields

Dale, I have received the attached request for additional funds for the soccer field work. The work being requested is needed to level the playing surface of these fields. Over the past several years during wet conditions organic materials have settled, washouts have formed, and various indentations have formed due to vehicles or equipment used for maintenance. All of this is starting to create pockets holding water and a very unlevel playing surface. This process has a very small window to complete due to handling sod. For approximately \$8000.00 per field we will have to strip the sod off, bring in clean fill dirt and then replace the sod. This amount is to do one field and I request this money be added to my operating line item and not to the soccer association due to the fact I will be scheduling all work. Due to the time of year we can only do two fields this year if we get started soon. Total request for this year would be \$16,000.00 with this same amount again next year.

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

**Columbia Youth
Soccer Association**

Memo

To: Columbia County Board of County Commissioners Thru Clint Pittman
From: Scott Everett Columbia Youth Soccer Association President 
CC: File
Date: 4/10/2010
Re: Soccer Field Resurfacing

I respectfully request that the soccer fields at the Southside Recreation Complex be resurfaced. Since their creation the fields have evolved from minimal seasonal usage to heavy year round usage. Due to the heavy usage and ruts created during exceptionally heavy rain periods (hurricanes) the fields have developed a washboard like surface, which holds water rather than draining it as originally designed. This surface has worsened each year and is becoming such a problem that the risk to player safety is becoming an issue.

The fields can be resurfaced at a cost of approximately \$8,000.00 per field. The resurfacing can be accomplished in a period of three days per field. The field would be placed out of service for approximately three months to facilitate proper setting.

Though player registrations have increased paid registrations have decreased along with paid sponsors. Interest has increased in recent years and I feel this is a temporary down fall. Due to current finances I request that the Board of County Commissioners fund the resurfacing project. I request to resurface one field per quarter beginning July 1, 2010. I feel that with proper maintenance (Rolling, Directions, Maint etc.) this would be a one-time expense per field. The resurfacing would create a safe and once again exceptional playing area which Southside Recreation Complex is known for.

On behalf of Columbia Youth Soccer Association I thank you for your continued support and any consideration you can give this matter.

#12

AGREEMENT TO DONATE PERSONAL PROPERTY
TO COLUMBIA COUNTY, FLORIDA

THIS AGREEMENT made and entered into this 13th day of April, 2010, between **ELWOOD TYRE**, whose mailing address is Post Office Box 1312, Lake City, Florida 32056-1312, (herein "Tyre"), and **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").

WHEREAS, Tyre presently owns the tangible personal property which is located on Tyre's real property located in Columbia County, Florida, to-wit:

- (a) Sugar cane grinding mill, including sweep, and sugar cane syrup making equipment, including iron cooking kettle and miscellaneous attachments and/or tools.
- (b) Wooden sugar cane cook shed.
- (c) Other: NONE.

(herein "personal property"); and

WHEREAS, Tyre wishes to donate to County the described personal property without the receipt of any payment or other consideration for the donation, and County wishes to receive the donation under the terms and conditions set forth as follows:

1. Tyre hereby donates and gives to County the personal property currently located on Tyre's property in Columbia County, free of any charge or consideration whatsoever from the County.
2. The personal property is presently located on a utility trailer on Tyre's property. Tyre authorizes County, including its employees, agents and representatives, to come onto Tyre's property and connect County's truck, tractor or other equipment to the trailer for purposes of hauling the personal property to a site designated by County for setting up, placing, and storing the personal property. County will then return the utility trailer to Tyre's property in its original condition.

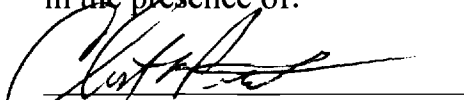
3. Tyre warrants that he owns the personal property in his own name, that he has the legal authority to gift the personal property to the County, and that it is free and clear of all liens and encumbrances whatsoever.

4. Tyre agrees to execute and deliver to the County any and all documents, if any, reasonably necessary to memorialize and complete the parties' intent under the terms of this agreement.

5. The parties acknowledge Feagle & Feagle, Attorneys, P.A. represents County in this transaction and has not and cannot provide legal advice to Tyre, even though Feagle & Feagle, Attorneys, P.A. has in the past represented Tyre. Tyre understands his right to obtain independent legal counsel to represent him regarding his rights and obligations under the terms of this agreement if he so chooses. All parties to this agreement consent that Marlin M. Feagle, as Columbia County attorney, may represent County in preparing this agreement and regarding this transaction, and waive any perceived or potential conflict of interest under the Florida Bar Code of Professional Ethics or any other conflict.

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

Signed, sealed, and delivered
in the presence of:



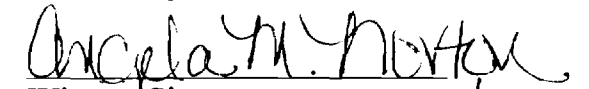
Witness Signature

Clint R. Pittman

Print or type name

 (SEAL)

ELWOOD TYRE



Witness Signature

Angela M. Norton

Print or type name

Signed, sealed and delivered
in the presence of:

COLUMBIA COUNTY, FLORIDA

Witness Signature

Print or type name

Witness Signature

Print or type name

By: _____
Dale Williams, County Manager
or his designee

#13

Resolution 2010R-12

To designate the Week of May 16-22, 2010, as Emergency Medical Services Week in Columbia County, Florida

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, DOES HEREBY WISH TO ADOPT THE EMERGENCY MEDICAL SERVICES WEEK, MAY 16 THROUGH MAY 22, 2010

DULY ADOPTED by the Board of County Commissioners of Columbia County, Florida this 6th, day of May, 2010.

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

ATTEST:

BY: _____
Ronald W. Williams, Chairman

P. DeWitt Cason, Clerk of County

(SEAL)

#14

PROCLAMATION NO. 2010P-5

Declaring Columbia County Public Safety Appreciation Month in Columbia County, Florida

WHEREAS, the members of the Columbia County Sheriff's Office, the Lake City Police Department, Columbia County Fire/Rescue, Lake City Fire Department, Florida Highway Patrol, the Florida Fish and Wildlife Conservation Commission, the Department of Agriculture, the Department of Transportation, Motor Carrier Compliance, the Florida Department of Law Enforcement, the Department of Alcoholic Beverage and Tobacco, and the Department of Environmental Protection, and the Florida Department of Corrections play an essential role in safeguarding the right, safety and freedoms of the citizens of their respective jurisdictions in Columbia County; and

WHEREAS, the Congress and President of the United States has designated May 15, as peace officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of these public safety agencies play an essential role in safeguarding the rights, safety and freedoms of our citizens; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities hazards and sacrifices of their public safety agencies and that members of our public safety agencies recognize their duty to serve the people by safeguarding life and property, by protecting them and coming to their aid in time of need; and

WHEREAS, the men and women of the public safety agencies of Columbia County unceasingly provide a vital public service;

NOW, therefore, be it Proclaimed by the Board of County Commissioners of Columbia County, Florida, that all citizens of Columbia County are called upon to observe the month of May 2010 as Public Safety Appreciation Month in Columbia County, Florida and join in commencing public safety officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves and enviable and enduring reputation for preserving the rights, security and safety of all citizens. Further, the Board of County Commissioners honor those public safety officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fall heroes.

Duly Adopted this 6th Day of May, 2010

Attest:

Board of County Commissioners

DeWitt Cason, Clerk of Court

By: _____
Ronald W. Williams, Chairman

#15

J. DOYLE CREWS

PROPERTY APPRAISER - COLUMBIA COUNTY, FLORIDA



5/6/10
Agenda

April 15, 2010

Board of County Commissioners
Dale Williams, County Manager
135 NE Hernando Avenue
Lake City Florida 32055

RECEIVED
APR 15 2010

Board of County Commissioners
Columbia County

RE: AS400 SERVER/OPTICAL JUKEBOX

Dear Dale,

We are requesting that the Board of County Commissioners declare our AS400 server/Optical Jukebox as junk. The county identification number for this machine is #00012144. This computer server is approximately eight years old and is no longer able to run or maintain our software. We have already replaced it with a new AS400 that was purchased out of our 2008-2009 budget.

Please remove the above item from our Fixed Asset Inventory at your earliest convenience. If you have any questions, please contact myself or Kylie Markham at 758-2189. Thanks for your help with this matter.

Sincerely,

J. Doyle Crews, CFA
Property Appraiser

cc: Rudy Crews

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY
P.O. BOX 9112
FARMINGDALE, NY 11735

#16

VALIC COMPANY I
CORE VALUE FUND

VOTING OR GROUP AUTHORIZATION CARD
THE VARIABLE ANNUITY LIFE INSURANCE COMPANY

This Voting/Group Authorization Card allows you to instruct us to accept voting instructions from participants under the Contract owned by your group. You may agree to let your individual participants give us voting instructions for the proposal in this proxy statement, or you may give voting instructions on behalf of participants. Please check the appropriate box to reflect your choice, sign, and return this card in the enclosed postage-paid envelope.

The undersigned hereby instructs The Variable Annuity Life Insurance Company, on behalf of its Separate Account (the "Separate Account"), to vote all shares which are attributable to the Group Contract, pursuant to the instructions received from the group or individual participants at the Special Meeting of Shareholders to be held in Meeting Room 2 of The Woodson Tower Building, 2919 Allen Parkway, Houston, Texas 77019 on Friday, June 4, 2010, at 2:00 p.m., Central Time and any adjournments of the Special Meeting. With respect to those shares for which instructions have not been received by the Separate Account, the Separate Account will cast shares in the affirmative or the negative, or in abstention, in the same proportion as those shares for which instructions have been received by the Separate Account. Only shareholders of record at the close of business on March 19, 2010 are entitled to vote at the meeting and any adjournments thereof.

Date: _____

021 0055427000 013 5 2

PLEASE SIGN, DATE AND RETURN THIS
GROUP AUTHORIZATION CARD IN THE
ENCLOSED POSTAGE-PAID ENVELOPE.

10000255-013-021-013N1F01

COLUMBIA COUNTY BOARD OF COUNTY COMM
JAMES MONTGOMERY
CHAIRMAN BOARD OF CNTY COMM.
P. O. DRAWER 1529
LAKE CITY FL 32056-1529



10000255 # N-30708

SIGNATURE _____

PRINT NAME _____

TITLE _____

TELEPHONE # _____

VOTING/GROUP AUTHORIZATION

Check here to **vote only** and vote on reverse side.

Check here to **authorize only** and DO NOT VOTE ON REVERSE SIDE

VALIC -VOT-VIC

Important Notice Regarding the Availability of Proxy Materials for the Special Meeting of Shareholders to Be Held on June 4, 2010.
The Proxy Statement for this meeting is available at: www.proxyweb.com

Please fill in box(es) as shown using black or blue ink or number 2 pencil.
PLEASE DO NOT USE FINE POINT PENS.

IF NO SPECIFICATION IS MADE, THE PROXY SHALL BE VOTED FOR THE PROPOSAL.

THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR THE FOLLOWING:

	FOR	AGAINST	ABSTAIN
1. To approve a new Investment Sub-Advisory Agreement between The Variable Annuity Life Insurance Company and SunAmerica Asset Management Corp. with respect to the Core Value Fund.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PLEASE DO NOT FORGET TO SIGN AND DATE THE REVERSE SIDE OF THIS CARD.

VALIC-VOT-VIC

EVERY SHAREHOLDER'S VOTE IS IMPORTANT

**Important Notice Regarding the Availability of Proxy Materials for the Shareholder Meeting to Be Held on May 11, 2010.
The Proxy Statement for this meeting is available at: www.proxyweb.com**



Please fill in box(es) as shown using black or blue ink or number 2 pencil.
PLEASE DO NOT USE FINE POINT PENS.



THE BOARD RECOMMENDS THAT YOU CAST YOUR VOTE "FOR" THE REORGANIZATION AS DESCRIBED IN THE PROXY STATEMENT/PROSPECTUS.

	FOR	AGAINST	ABSTAIN
1. Approval of an Agreement and Plan of Reorganization between Van Kampen Growth and Income Fund ("Acquired Fund") and AIM Counselor Series Trust, on behalf of Invesco Van Kampen Growth and Income Fund ("Acquiring Fund"), under which the assets and liabilities of the Acquired Fund will be transferred to the Acquiring Fund.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

To transact such other business as may properly come before the Meeting.

PLEASE VOTE, SIGN AND DATE THIS CARD AND RETURN IT PROMPTLY IN THE ENCLOSED ENVELOPE



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

#18



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

5-6-10
Agenda

MEMORANDUM

TO: Dale Williams, County Manager
FROM: Kevin Kirby, Public Works Director *KK*
DATE: April 14, 2010
SUBJECT: Authorization to Complete Drainage Project on Private Property

Please be advised I am requesting authorization to complete a drainage project on the private property of Carl Bullard at the corner of CR 246 and Falling Creek Rd. Mr. Carl Bullard contacted this Office and advised of the unfinished drainage project. I have discussed the above unfinished drainage project with Commissioner Williams and he confirmed such.

The County had previously entered onto Mr. Bullard's property and started installing drainage pipes to carry water run off to the creek; therefore, preventing Falling Creek Road from flooding. As of date, the last sections of drainage pipe have not been installed. Materials necessary to complete this drainage pipe will be 300' of 12" pipe, backfilling, compacting dirt then seed and mulch area.

Should you require additional information, please do not hesitate to contact my Office. Thank you for your consideration of this request.

/lsg

XC: Commissioner Williams, District 1

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

#19

THE **LAMAR** COMPANIES
CONTRACT

Ocala
2065 N.W. 57th Street
Ocala FL 34475
PHONE: (352)351-2345
FAX: (352)351-4907

Date: 4/19/2010
New/Renewal: NEW

Contract No. 1272237

Customer Name: **Columbia County Recreation Department**
Street Address: **255 NE Coach Anders Lane**
Mailing Address: **PO Box 1529**
City: **Lake City** St: **FL** Zip: **32056**
Phone: **(386)754-7095** Fax: **(386)754-7097**

Advertiser: **Columbla County Recreation Department**
Cust A/C #: Nat'l/Local: **LD**
Term: **1 Period** Service Date: **4/25/2010**
Contact Person: **Nicole Smith**
Campaign:
Email: **nicole_smith@columbiacountyfla.com**

Posters Seq # 1

Company #: 269 Investment Per Billing Period: \$125.00
Local AE: BCF1231-Brian Forte
Design: _____
Daily GRPs: _____ # Spaces: 1

Market: Lake City Market Code: 4
Alt. AE: _____ PO #: _____
Imprint: _____

Panel	Market	Location	Size	Illum	Service Dates	Invest Per Billing Period
10007	Lake City	Us 41 E/S 400' S/O Long St.	10' 6" X 22' 9"	No	04/25/10-05/22/10	\$125.00

Vinyl Seq # 2

Company #: 269 Investment Per Billing Period: \$150.00
Local AE: BCF1231-Brian Forte
Product: Installation
Qty: 1 Rate Per Unit: \$150.00

Market: Lake City Market Code: 4
Alt. AE: _____ PO #: _____
Description: Design, Production And Installation Of Vinyl Panel #10007
Freight: \$0.00

Service Dates:	<u>04/25/10</u>
-----------------------	-----------------

~ THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY ~

INITIALS: _____

Contract No.: 1272237

PAGE 1 of 3

The terms on all pages are part of this contract.

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in a good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay The Lamar Companies all contract amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The undersigned representative or agent of Advertiser hereby warrants to The Lamar Companies that he/she is the _____ of the Advertiser and is authorized to execute this contract on behalf of Advertiser.

BY: _____
ACCOUNT EXECUTIVE

Columbia County Recreation Department
CUSTOMER/ADVERTISER

DATE: _____

COMPANY: Ocala

BY: _____
(signature above)

CUSTOMER/ADVERTISER SIGNED BY: Nicole Smith
(print name above)

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

DATE: _____

THE LAMAR COMPANIES
BY: _____
GENERAL MANAGER: Bill Lodzinski

STANDARD CONDITIONS

I. General Conditions

1. On initial installation, if Lamar and/or Lamar Transit Authority (LTA) is requested by Advertiser to submit art work, then art work submitted by Lamar and/or LTA shall be approved or substitute art work shall be furnished by Advertiser within ten (10) days after submission. In the case of default in furnishing or approval of art work by Advertiser, then the date of installation posting for purposes of commencement of the first invoice shall be deemed to occur on the date on which the various spaces are available for service.
2. Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.
3. Upon completion and installation of initial posting, or upon the circumstances described in paragraph 1 regarding default, an invoice for payment will be sent to Advertiser or Agency. Upon Advertiser's or Agency's request, a report of the posting will be sent with the initial invoice. The first invoice shall cover the period from date of installation (if more than one location is included, the average date of installation shall be used) to the end of the billing period in which the invoice is rendered, and subsequent invoices shall be rendered in advance on the first of each successive billing period. Each invoice will cover the billing period following commencement of posting or date of installation ; or following the circumstances described in paragraph 1 above regarding default . All prorated invoices and credits will be computed on the basis of a four week billing period.
4. If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including illumination, buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute spaces, to be reasonably approved by advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of Lamar, and unless same is promptly paid, Lamar may, at its option, discontinue without notice the outdoor or transit advertising contracted for herein; provided, however, that such discontinuance shall not relieve the Advertiser or agency of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1 1/2% per month. In addition, Advertiser shall pay Lamar all costs and expenses of exercising its rights under this contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00, whichever is greater, and all reasonable collection agency fees.
6. This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

II. Poster Conditions

1. Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed.
2. Lamar reserves the right to reject or withdraw any copy, either before or after posting. Lamar further reserves the right to terminate the contract for any reason, at any time.
3. Net cash payment is required thirty (30) days after the date of billing.
4. If a location should be lost during the period of display for any reason, a poster location of equal advertising value will be substituted or credit issued for loss of service. Should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing

INITIALS: _____

Contract No.: 1272237

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will be given. If this contract requires illumination, it will be provided from dusk until 11:00 p.m.

5. All contracts are non-cancelable by Advertiser.
6. The Advertiser is responsible for producing and shipping, and all costs involved in the event posters do not reach Lamar by the established posting dates. Lamar must charge for the full period of time beginning with the dates booked. To assure the single sheet posters have sufficient weight and strength and the necessary opacity to prevent the "show through" of previously posted copy, the recommended specification is a minimum weight of 2.9 ounce gray backed Polyethylene material. This material must be finished with pockets to accommodate the Lamar posting system and must come with a 60 day warranty against fading and tearing.
7. A leeway of five (5) working days from the accepted posting date is required to complete the posting of any display. Single Sheet Posters should be shipped in time to arrive at least ten (10) days prior to the accepted posting date.
8. Should the Advertiser and/or Advertising Agency fail to provide Lamar with the necessary posting instructions in writing at least ten (10) days prior to any scheduled posting date, any costs which arise due to loss of space or replacement of poster elements shall be the exclusive responsibility of the Advertiser and/or Advertising Agency.
9. If during the contract period of the display, Advertiser requests a change in the copy or the posting of overlays or additional sheets, the minimum charge for such work is \$35 per stop. If the original posting included overlays, no charge will be made. The minimum charge for reposting an entire poster is \$50. Advertisers are entitled to one posting of their showing during each 30-day period. Unused postings may not be carried forward and credit for them will not be issued.
10. Poster display of one, two, or three week duration may be purchased, subject to space availability. Rates at month prices are as follows: One Week Display - 50%; Two Week Display - 70%; Three Week Display - 85%.
11. For panels or showing of less than 25 GRP's, the rate(s) will be at least 25% higher than standard showing rates, depending on location(s) and plant manager approval.

Special Considerations:

Special Provisions:

SURETY AGREEMENT

In consideration of Lamar entering into this contract with Advertiser, the undersigned ("Surety") guarantees and becomes a surety for Advertiser in favor of Lamar for all sums due by Advertiser under this contract. The obligation of Surety is joint and several and in solidio with Advertiser and Agent (if applicable) for the full performance of all of Advertiser's obligations under this contract or any continuation. Surety consents to all extensions. Surety waives any benefit that may allow him to limit this obligation to less than the full obligation of Advertiser. It is understood that, without this guarantee or surety agreement, Lamar would not be willing to enter this contract with Advertiser.

Signed this _____ day of _____

SURETY Signature
Print Name: _____

Address: _____

THIS INFORMATION FOR OFFICE USE ONLY

Invoice Start Date: <u>4/25/2010</u>	Invoice End Date: <u>5/22/2010</u>
Inv. Routing: <u>Not Set</u>	Inv. Exception: <u>Not Set</u>
Product Code: _____	
Nat'l Contract No: _____	Political: _____
Multi-Mkt Selling AE: _____	P.O.P: _____
	Split Billing: _____
	Co-op: _____



COLUMBIA COUNTY
BOARD of COUNTY COMMISSIONERS

Minutes of
April 15, 2010

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

Commissioners in Attendance:

Ronald Williams (Chairman)
Stephen Bailey
Dewey Weaver
Scarlet Frisina

Others in Attendance:

County Manager Dale Williams
Attorney Marlin Feagle
Deputy Clerk Sandy Markham
BCC Secretary Carolyn Baker

Commissioner Dupree was not in attendance due to illness.

PUBLIC COMMENTS:

Citizen Toby Witt spoke on behalf of *Citizens Against Forced Utilities*, a political action group formed approximately two weeks ago. He said the group's goal is to place a petition on the upcoming ballot or the 2012 ballot to repeal the ordinance providing for mandatory connection. He told the commissioners that their group has met with many people in every district and all have voiced their opposition to the ordinance and to "what is being done" in Ellisville. He told the Commission that instead of them taking a straw poll as to what the commissions wanted for Ellisville, that each of the commissioners should have taken a straw poll to find out what their constituents wanted in Ellisville. He reminded the Commission that they were elected to represent the people of their district, and not their own personal interests. He asked the commissioners to begin doing the will of the people.

Citizen Stewart Lilker spoke on **Emergency Medical Services**. He provided for the record a correspondence from the County (to the City) dated April 05, 2010, and a copy of the City's written response dated April 14, 2010, regarding the **EMS Request for Proposals (RFP)**. Mr. Lilker disagreed with the County's position that the RFP as developed by the City Manager Johnson was requesting elements of opinion that were beyond the intended scope of the request. He pointed out in the City's response that the Florida League of Cities found the document to be "no nonsense" and ostensibly fitting the intended purpose. Mr. Lilker asked the County to have the Florida Association of Counties review the RFP and offer their opinion.

Mr. Lilker asked that the subdivision **preliminary plat [SD 0239]** on the agenda be removed as there is was no backup material made available on the County's website for the public's inspection prior to the meeting.

Mr. Lilker asked that **item #9** on the consent agenda be removed. He said that there are currently trucks in the County that are parked and that could be utilized instead of **purchasing** another new **truck** for \$21,958.

Mr. Lilker opposed the **local bid preference** revision to the County Purchasing Policy. He said that the revision will be a “sweetheart of a deal” for Anderson Columbia Company. He reminded the Board that **Florida Crown** recently received a **grant** that would assist handicap children in Columbia County and Lake City. He said this community was selected due to extremely high individual, family, and child poverty rates and incomes well below the national average, with higher than average unemployment rates and significant numbers of young adults without a high school diploma. He told the Board that much of the community is struggling financially. He reminded the Board that this same struggling community may pay as much as \$80,000 to \$100,000 more on a road paving project by revising the Purchasing Policy.

Finally, Mr. Lilker congratulated **Mr. Todd Manning**, the County’s I.T. person on a pay raise that is long overdue. He said that Mr. Manning’s handling the **library computers** will save Columbia County a significant amount of money. He said that had Mr. Manning been doing this job all along, it would have saved the taxpayers thousands of dollars.

BUILDING and ZONING by Brian Kepner, County Planner

SUBDIVISION PRELIMINARY PLAT

(1) SD 0239 - Rolling Greens - District 3. 911 Addressing Department has proposed that the plat name *NW Rolling Greens Way* be changed to *NW Rolling Green Court*. Mr. Kepner advised that the County Engineer has approved the plat.

MOTION by Commissioner Bailey to approve. Second by Commissioner Weaver. The motion carried unanimously.

CONSENT AGENDA

MOTION by Commissioner Weaver to approve the Consent Agenda. Second by Commissioner Bailey.

The motion carried unanimously.

Citizen Stewart Lilker asked for clarification on item #9. The Chairman Williams replied the motion had already carried. No further information was offered.

(1) Reimbursement Request – Adopt a Shore Quarterly Report – January through March 2010 – \$2,471.00

(2) Building and Zoning – Refund Request – Special Temporary Use Permit – Barbara Haake - \$450.00

- (3) Bid Award – Allpro Vector – ULV Approved Adulticide – Bid No. 2010-E - \$16.43 per gallon
- (4) External Budget Amendment – Public Works - BA #09-15 – Equipment Purchase Approval – 1994 Stepp Hot Mix Transporter \$8,800.00, Two (2) John Deere 5095M Tractors, Florida Sheriff's Association's Contract Number 09-17-0908, \$55,654.00
- (5) Tax Collector - Request to Amend March 18, 2010 Minutes – Lease Amount annually for Florida Highway Patrol Building would be \$4,200.00 not \$2,200.00
- (6) Minute Approval – Board of County Commissioners – Special Meeting – March 11, 2010
- (7) Minute Approval – Board of County Commissioners – Special Meeting – March 25, 2010
- (8) Minute Approval – Board of County Commissioners – Regular Meeting – April 1, 2010
- (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

LOCAL BID PREFERENCE

The Commission considered a revision to the Columbia County Purchasing Policy and Procedures Manual pertaining to local bid preference. For at least twenty-five years Columbia County has had a Local Bid Preference Policy.

The County's proposed policy stated a 5% preference would be given to local vendors with a local office. County Manager Williams said that he and County Attorney Feagle reviewed other purchasing policies that granted local preferences. From that review, revisions were drafted and presented at the last Board meeting. Since that meeting, significant changes have been made and are reflected in the proposed policy presented for consideration.

The County Manager was not at the last meeting, but reviewed his understanding of the requested changes made by the Commission. The County Manager said he understands that instead of having \$250,000 increments, the Board wanted to have \$1,000,000 increments that would zero out at \$5,000,000. He clarified that a 5% preference would be given from \$1 to \$1,000,000. A 4% preference would be given on \$1,000,001 - \$2,000,000. Ultimately, anything over \$5,000,000 would have no local preference. Additionally, the language that was to be stricken and added was outlined in the agenda packet.

The County Manager suggested on the added language, that the word "contractors" should be changed to "bidders." The County Manager said that staff was directed the policy should be written so that it would be automatic requiring no request for local preference be made to the Commission before being enacted. He requested clarification.

The County Attorney is looking into pending legislation regarding local preference. The County Manager said that the State of Florida is amending their statewide Preference Policy which deals with local preferences. He will review the pending legislation for any conflicts with what the Board is proposing. Attorney Feagle will report.

Attorney Feagle said SB 1924 provides an option that states the County or any local entity may award preference equivalent to out of state preference that is being allowed, but HB 1151 makes it mandatory that local preference be granted to Florida bidders over out of state bidders. Attorney Feagle said one has to interpret what it means, but SB 1924 reads that it will supersede any local ordinance. Understanding the County would like to get this policy in place before the end of the legislative year, Attorney Feagle suggested the County incorporate into the policy the following language: *"This will be applied in accordance with F.S. 287.084 as amended."*

Commissioner Weaver said the proposed policy changes at the last meeting stated that in order for a local bidder to exercise the local preference, the local bidder would have to match the low bid. He explained that the way the policy is now written an out of town bidder could bid \$1,000,000 on the project, and a local bidder offer a bid of \$1,050,000. He said this \$1,000,000 project could cost the taxpayers \$1,050,000 instead of \$1,000,000 if the policy is adopted as it is proposed. He said that in order to exercise local preference, the local bidder should be required to match the lowest bid amount.

Chairman Williams replied to Commissioner Weaver's comments by saying that this would not help the local contractors if they are required to match the lowest bid. He said that a local contractor should be able to do the work at the amount quoted as long as it is within 5% of the lowest bid. Commissioner Williams supports the idea of the County policy lining up with SB1924.

Commissioner Weaver understood Commissioner Williams' position, but said that it isn't fair to pass a policy that could cause each project to cost the taxpayers more money. He said that local preference would give the local bidder the option to do the work at the lower price. Commissioner Weaver said that it is more important to him that the taxpayers not have to pay an additional \$50,000 on a \$1,000,000 project.

Commissioner Bailey asked how local preference would be handled when road projects are itemized (i.e. mulch, sod, etc.). Specifically, he asked how one would arrive at the "lowest" bid price.

County Manager Williams was not at the last meeting, but said without giving it much consideration and speaking off the top of his head, he'd say a provision would need to be added within the policy that would allow the County to weigh a unit price bid differently than a lump sum bid.

The County Manger said in the past twenty-five years, the utilization of local preference has been used sparingly. He guessed that local preference has been applied approximately 15 times.

Commissioner Bailey is not in support of automatically granting local preference. He said that companies should have to apply for local preference through completing documentation that proves that they are eligible and that they meet the qualifications for local preference. Commissioner Bailey said that each local preference should come before the Board for approval. Commissioner Williams agreed.

Commissioner Williams said the extra money it takes to do a project would be money that filters back into the community. He said that local preference has been tested and has stood up. He said regarding the landfill project that the issue of local preference went to the United States Supreme Court and that the court ruled in Columbia County's favor. He said the proposed policy will prevent the larger companies from always getting the bid.

Commissioner Frisina said that she is more in favor of a sliding scale such as that proposed in the policy presented at the last Board meeting, because it is more of a happy medium. She said that it helps the local contractors a little and doesn't cost the tax payers as much as it would with the proposed policy as it is currently written.

The Board discussed suspending the Local Preference section of the current policy.

Answering a question from Commissioner Bailey, the County Manager explained that the Local Bid Preference Policy that is now in place would apply to anything going out to bid, unless the policy is changed before the project goes out for bid.

Answering a question from Commissioner Williams, Attorney Feagle said that the Board could choose to suspend its current policy while working on a new policy if it chooses. The current policy is by resolution. The Purchasing Department can ensure the bid specifications indicate there is no local preference.

The Chair asked if there would be a motion to suspend the County's local preference provision in the Purchasing Policy.

MOTION by Commissioner Weaver, "So move." Second by Commissioner Bailey. The motion carried unanimously.

The item will be rescheduled for the first Board meeting in May. This will be after the Legislature convenes.

The County Manager said that he was asked if the policy was passed by a resolution if the policy should be suspended by resolution.

Attorney Feagle answered that he didn't believe it was necessary, but would probably be a good idea. He said that if the Board wanted to do it by resolution that he would prepare the resolution for the Chair's signature.

MOTION by Commissioner Bailey, "So moved." Second by Commissioner Frisina. The motion carried unanimously.

I.T. NETWORK SERVICES BY TODD MANNING

The I.T. Network Employee of the Columbia County Public Library is retiring. In addition, the library out-sources some services that have associated costs. He said that he has met with Librarian Debbie Paulson and I.T. Director Todd Manning to discuss whether the County should continue to out-source library I.T. network services. The County Manager said after discussion, that he would recommend the position not be filled and that the services not be out-sourced. In return, he recommended that Todd Manning be allowed to perform those services on their behalf. It was further recommended that Todd Manning be compensated an additional \$10,000 in his yearly salary and that it be paid from the library fund. Todd Manning's

total salary will be \$54,523. This proposal will save the library approximately \$32,000 and will eliminate the part-time position from the library's budget.

MOTION to approve by Commissioner Weaver. Second by Commissioner Frisina. .

Commissioner Weaver said that this brings Mr. Manning's salary more in line with what his salary should be.

Commissioner Bailey said that soon Todd Manning will be responsible for the EMS laptops and that he does not want to overload him.

The motion carried unanimously.

Non Agenda Items Added Due to Time Sensitivity

AFG GRANT

The County Manager said that he learned late yesterday that a grant exists that will allow monies for the purpose of purchasing a mobile training unit with props and tow vehicle, plus 36 sets of bunker gear. The total cost of this package has a value of \$651,000. The grant would pay \$520,000 and the County match portion would be \$131,000. The County's portion would be paid from the existing fire budget (Capital Accounts). Should the County become a recipient, a decision must be made in advance that it is willing to commit to the match portion.

MOTION by Commissioner Bailey, "So move." Second by Commissioner Frisina.

Commissioner Weaver said he prefers the match come from the Fire Department's Equipment Budget, instead of the Capital Improvement Budget. The County Manager explained he did not believe he could squeeze the \$131,000 entirely from the Equipment Budget.

Commissioner Weaver said he didn't want to see monies coming out of *station improvements or new fire stations* to pay for something that the county doesn't have to have.

The motion carried unanimously.

FORT WHITE BRANCH LIBRARY

This project has been on the County books for nearly five years. Bids have now been opened for the Fort White Library. Fifteen bids were received. The low bidder was Peter R. Brown Construction with a bid of \$392,000.

The County Manager said that he has been asked about the wisdom in building a new library in Fort White. He said that based on the information provided by the consultants, the County hopes to reduce the operating cost by moving into a newer building. With the possible

reduction of state aid to libraries, it is likely that the West Branch Library will be closed. The patrons of the West branch would use the new Fort White Library or the downtown library.

The County Manager referred to a large floor plan of the library on display. He said there have been some very minor revisions, and that staff and law enforcement have reviewed the plan to ensure the flow is conducive for its intended purpose.

Staff suggested approval of the low bid subject to staff reviewing and final approval of the bid documents. Staff also requested approval of the contract subject to Attorney Feagle's review and approval.

MOTION to approve by Commissioner Weaver. Second by Commissioner Frisina. The motion carried unanimously.

The County Manager said they are hopeful that this project will actually come in at less than the estimated cost.

FLORIDA CROWN WORKFORCE CONSORTIUM ("FCWC")

County Manager Williams read a letter that he received from Cheryl Langford, President of FCWC regarding written authorization to meet and negotiate specific changes to the Florida Crown Workforce Board Interlocal Agreement. The purpose of authorization is to expedite the amendment to the interlocal to bring it into compliance with the spirit and intent of regulations. The letter requested that written authorization be granted to Commissioner Weaver, on behalf of Columbia County, to allow him to negotiate and sign the proposed amendments on behalf of the Board without bringing the matter back to the Board for action. The letter is attached to the original minutes.

Commissioner Weaver wanted everyone to be clear that he was being asked to negotiate on behalf of all commissioners without bringing the matter back before the Board for further discussion or action.

The Chairman said that unless the Board objects, he would authorize Commissioner Weaver to meet and make final decisions on behalf of the Board, based on the feelings already expressed by the Board. He asked if the Board concurred or whether they wanted the matter brought back before them.

Commissioner Bailey said that he was certain that Commissioner Weaver would do a good job representing Columbia County, but that he'd rather the matter come back before the Board. He said that FC is one of three Boards who have not been recertified by AWI. He said he feels there is a reason for this. He noted that some of the reasons and objections pointed out by the Board of County Commissioners with Florida Crown are "playing out" throughout the state. He said Workforce Boards in South Florida and Board of County Commissions now have to repay dollars that were overspent by their Workforce Board. Commissioner Bailey said that he'd like to see a full meeting. He said that he does not feel that the representatives from the

other three counties really feel that their Board knows what's going on or what Columbia County's concerns are.

The discussion continued.

The Chair stated that he would entertain a motion to authorize Commissioner Weaver to "bring this deal with Florida Crown to a closure." He said that Commissioner Weaver has a good understanding of the Board's concerns.

MOTION by Commissioner Frisina, "So move." Second by Commissioner Weaver. The motion carried unanimously.

OTHER

Commissioner Williams said that routine maintenance has been ongoing in the past year on Winfield Road and that culverts have been replaced. He said the County is down to his driveway and that his culverts are in line for replacement as they are in poor condition and have been in place since 1968.

MOTION by Commissioner Weaver to approve changing out the two culverts. Second by Commissioner Bailey. The motion carried unanimously.

ADJOURNMENT:

There being no further business, the meeting adjourned at 8:00 p.m.

ATTEST:

P. DeWitt Cason
Clerk of Circuit Courts

Ronald Williams, Chairman
Board of County Commissioners