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

CONSENT AGENDA JUNE 17, 2010

- (1) Suwannee River Economic Council, Inc. (S.H.I.P.) Subordination Agreement – April Crawford - \$10,000.00
- (2) Columbia County Recreation Department Instructors Contract Vincent Flournoy - Summer Camp beginning June 14 through August 13, 2010 – 40 hour weeks at \$12.00 per hour
- (3) Columbia County Recreation Department Instructors Contract Alnesia Jackson – Summer Camp beginning June 14 through August 13, 2010 – 40 hour weeks at \$9.00 per hour
- (4) Agreement Columbia County Fire/Rescue and National Oceanic and Atmospheric Administration – Placement of National Weather Service Weather Alert Channel – Franklin Street Communications Tower – Supplemental Agreement – Lease Annual Rent from \$1,800.00 to \$2,098.77
- (5) Public Works Request Authorization to Enter Private Property 1381 SW Sebastian Circle – Removal of Dirt to Unclog Drainage Pipe - Deas Bullard Properties LLP, Owner
- (6) Utility Permit Comcast Cable NW Harris Lake Drive
- (7) Utility Permit AT&T SE Florida SW Stonegate Terrace and SW Cambridge Glen to 289 SW Stonegate Terrace
- (8) Bid Pricing Extension Pritchett Trucking, Inc. Limerock Hauling Agreement \$11.49 Reduced Rate (current \$12.26) Transport – Limerock Material \$5.90 Ton
- (9) Human Resource Request Permission to Recruit Landfill Spotter Position
- (10) Minute Approval Board of County Commissioners Joint Workshop – May 27, 2010
- (11) Minute Approval Board of County Commissioners Regular Meeting – June 3, 2010



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

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

> Board of County Commissioners Columbia County

JUN 092010

June 8, 2010

Ms. Lisa Roberts, Asst. Co. Coordinator Columbia County Board of Commissioners P.O. Box 1529 Lake City, Florida 32056

Re: SHIP Subordination Agreement for April Crawford

Dear Ms. Roberts:

Attached you will find a Subordination Agreement to be executed and returned to Suwannee River Economic Council, Inc.

The reason for this Subordination Agreement is the refinancing of April Crawford's mortgage with First Federal Bank of Florida to reduce her monthly interest rate, term of loan and additional money for necessary home repairs.

If you have any questions or concerns, please do not hesitate to contact Matt Pearson at 386-362-4115 ext. 242.

Sincerely, Suwannee River Economic Council, Inc.

Frances Terry Executive Director

FT/fr
Enclosure

SERVING

BRADFORD - COLUMBIA - DIXIE - GILCHRIST - HAMILTON - LAFAYETTE - LEVY - MADISON - PUTNAM - SUWANNEE - TAYLOR - UNION AN EQUAL OPPORTUNITY EMPLOYER THIS INSTRUMENT PREPARED BY: JOHN H. PARKER, III SUWANNEE VALLEY TITLE SERVICES, INC. 120 EAST HOWARD STREET POST OFFICE BOX 1563 LIVE OAK, FLORIDA 32064

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That COLUMBIA COUNTY, FLORIDA, a political subdivision existing under the laws of the State of Florida, whose post office address is Post Office Box 1529, Lake City, Florida 32056, hereinafter referred to as "Mortgagee", in consideration of the covenants and agreements hereinafter set forth, and the further consideration of the making of a loan to APRIL D. CRAWFORD, whose post office address is 309 Southwest Thompkins Loop, Lake City, Florida 32025, hereinafter referred to as "Mortgagor", by FIRST FEDERAL BANK OF FLORIDA, whose post office address is 4705 West U.S. Highway 90, Post Office Box 2029, Lake City, Florida 32056, does hereby agree as follows:

1. Mortgagee subordinates the lien of that certain lien agreement under State of Florida Housing Initiatives Partnership Program given by April D. Crawford, single, to Mortgagee dated June 27, 2003, and recorded in Official Record Book 987, pages 960-962, public records of Columbia County, Florida, and given to secure the sum of Ten Thousand and No/100 Dollars (\$10,000.00), hereinafter referred to as "Mortgagee's Lien" to the lien of that certain mortgage from April D. Crawford, a single person, to First Federal Bank of Florida, dated June _____, 2010, recorded in Official Record Book _____, pages _____, public records of Columbia County, Florida, and given to secure the original principal sum of Seventy-Nine Thousand Ninety and No/100 Dollars (\$79,090.00), hereinafter referred to as "First Federal's Mortgage".

2. In consideration of this subordination, First Federal Bank of Florida agrees that it shall make no future advances to Mortgagor or any successors in interest under First Federal's Mortgage so long as the obligation secured by Mortgagee's Lien shall remain outstanding, excepting, however, all necessary costs to protect the security of First Federal's Mortgage, including taxes, insurance and similar expenses to preserve and protect First Federal's security, as well as costs and attorneys' fees that may be incurred in the collection or enforcement of the obligation secured by First Federal's Mortgage.

3. First Federal Bank of Florida may, without affecting the priority of First Federal's Mortgage, one or more times, in its judgment, renew, extend, modify, postpone and/or refinance the obligation secured by First Federal's Mortgage, grant releases and discharges generally and make changes in the terms of First Federal's Mortgage without notice to or approval of Mortgagee herein, provided that the total amount secured by First Federal's Mortgage shall not exceed Seventy-Nine Thousand Ninety and No/100 Dollars (\$79,090.00) in amount, with interest thereon, and sums that First Federal Bank of Florida may advance to protect the security and enforce payment thereof, as aforesaid.

4. Except as herein specifically provided, the terms, conditions and covenants of the Mortgagee's Lien shall remain unchanged.

IN WITNESS WHEREOF, COLUMBIA COUNTY, FLORIDA, has caused these presents to be executed this _____ day of June, 2010.

COLUMBIA COUNTY, FLORIDA

BY:

RONALD WILLIAMS, Chairman Board of County Commissioners

ATTEST:

June, 2010, by RONALD WILLIAMS, Chairman of the Board of the County Commissioners of Columbia County, Florida, and P. DEWITT CASON, Clerk, of the Circuit Court for Columbia County, Florida, who ______ are personally known to me or _____ have produced as identification the following: ______.

(NOTARIAL SEAL)

J

4

Notary Public

Print or type name of Notary My Commission Expires:



COLUMBIA COUNTY RECREATION DEPARTMENT INSTRUCTORS CONTRACT

#2

This contract is entered into between the Board of County Commissioners, the Columbia County Recreation Department and Vincent Flournoy. The parties agree as follows: (1) The Columbia County Recreation Department agrees to contract with Vincent Flournoy in the position of Summer Camp Director for 40 Hours a week and to pay him \$ 12.00 per hour. Total pay is to equal \$4,320.00. Instructors will be paid according to their contract beginning July 1, 2010. Any taxes due on the contracted amount will be paid by the contractor. The county will provide a 1099 form to the IRS for Calendar year 2010 on the contractor. (2) The class will begin on 06/14/10 and end 08/13/10 meeting from 7:30 AM until 5:30 PM at Richardson Community Center (Cafeteria).

(3) If an instructor will be absent, he/she agrees to notify the Columbia County Board of County Commissioners Recreation Department as soon as possible, and payment will be adjusted accordingly. (4) If the number of students enrolled in a course is too small to justify offering the course, the Board of County Commissioners Recreation Department may cancel this contract with no obligation to either party. (5) The instructor agrees to abide by all polices as outlined in Instructor's Guidelines. (6) The Board of County Commissioners is not liable for any accidents incurred by the instructor or students while participating in the above sponsored activity.

INSTRUCTORS SIGNATURE

DATE

COUNTY MANAGER'S SIGNATURE

DATE



COLUMBIA COUNTY RECREATION DEPARTMENT INSTRUCTORS CONTRACT

This contract is entered into between the Board of County Commissioners, the Columbia County Recreation Department and Alnesia Jackson. The parties agree as follows: (1) The Columbia County Recreation Department agrees to contract with Alnesia Jackson in the position of Recreation Aide/Bus Driver for <u>40 Hours</u> a week and to pay her \$ <u>9.00</u> per hour. Total pay is to equal <u>\$3,240.00</u>. Instructors will be paid according to their contract beginning July 1, 2010. Any taxes due on the contracted amount will be paid by the contractor. The county will provide a 1099 form to the IRS for Calendar year 2010 on the contractor. (2) The class will begin on 06/14/10 and end 08/13/10 meeting from 7:30 AM until 5:30 PM at Richardson Community Center (Cafeteria).

(3) If an instructor will be absent, he/she agrees to notify the Columbia County Board of County Commissioners Recreation Department as soon as possible, and payment will be adjusted accordingly. (4) If the number of students enrolled in a course is too small to justify offering the course, the Board of County Commissioners Recreation Department may cancel this contract with no obligation to either party. (5) The instructor agrees to abide by all polices as outlined in Instructor's Guidelines. (6) The Board of County Commissioners is not liable for any accidents incurred by the instructor or students while participating in the above sponsored activity.

INSTRUCTORS SIGNATURE

DATE

COUNTY MANAGER'S SIGNATURE

DATE

#4



COLUMBIA COUNTY FIRE / RESCUE

P.O. Box 2949 Lake City, FL 32056 Phone (386) 758-2120 Fax (386) 758-2121

Rusty Noah Assistant Chie

Memo

Date: June 2, 2010

- To: Board of County Commissioners
- **RE:** N.O.A.A. SUPPLEMENTAL LEASE AGREEMENT

Please find attached for your approval a SUPPLEMENTAL AGREEMENT to the Lease for the placement of the National Weather Service Weather Alert Channel on the Franklin Street Communications Tower. This agreement is provided to formalize the annual adjustment to the rate. It is being adjusted as per the terms of the on-going agreement. As always, your consideration of this matter is greatly appreciated.

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease to NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the set Lease is amended, effective <u>April 1, 2010, as follows:</u> 1. To reflect the annual operating cost adjustment, the following portion of Paragraph 3 is revised as follows: (3) The Government shall pay the Lessor annual rent of \$2,098.77, at the rate of \$174.90 per month, in arrears. (see calculations below) CPI for April 2010 213.958 (a) COTinginal lease Annual rent \$1,800.00 x 0.1659837 = \$298.77 Original lease Annual rent \$2,098.77 New annual rent \$2,098.77 New monthly rent \$174.90 All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR [N] BY	GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 2	DATE		
SOFFLEMENT AL LEASE AGREEMENT GS- 064LBP0435 SDOFREMISES SIDENCESS OF PREMISES SIDENCE STATES OF Street, Lake City, Florida THIS AGREEMENT, made and entered into this date by and between: Columbia County Florida whose address is: F.O. Box 1523 Lake City, Florida 32056 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease to NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the sa Lease is amended, effective April 1, 2010, as follows: (3) The Government shall pay the Lessor annual rent of \$2,098.77, at the rate of \$174.90 per month, in arreara. (see calculations below) CPI for April 2010 213.958 (a) CPI for April 2010 213.959 (a) CPI for April 2010 (a) CPI for A		TOLEASENO			
All Northeast Taylor Street, Lake City, Florida THIS AGREEMENT, made and entered into this date by and between: Columbia County Florida whose address is: P.O. Box 1529 Lake City, Florida 32056 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease to NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the se Lease is amended, effective April 1, 2010, as follows: 1. To reflect the annual operating cost adjustment, the following portion of Paragraph 3 is revised as follows: (3) The Government shall pay the Lessor annual rent of \$2,098.77, at the rate of Store of april 2010 213.958 (a) CPI for April 2010 213.958 (a) CPI for April 2010 213.958 (a) Coriginal lease Annual rent \$1,800.00 New annual rent \$2,098.77 New annual rent \$2,098.77 New annual rent \$2,098.77 New annual rent \$2,098.77 New annual rent \$1,800.00 Lessor Signature) IN Terease \$174.90 All other terms and conditions of the Lease shall remain in	SUPPLEMENTAL LEASE AGREEMENT	_	-		
THIS AGREEMENT, made and entered into this date by and between: columbia County Plorida whose address is: P.O. Box 1529 Lake City, Plorida 32056 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease to NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the se Lease is amended, effective April 1, 2010, as follows: 1. To reflect the annual operating cost adjustment, the following portion of Paragraph 3 is revised as follows: (3) The Government shall pay the Lessor annual rent of \$2,098.77, at the rate of \$174.90 per month, in arrears. (see calculations below) CPI for April 2010 213.958 (a) CPI for April 2010 213.958 (c) (c) (uitide by (b) = 0.1659837 Base for Services \$1,800.00 x 0.1659837 = \$298.77 Original lease Annual rent \$1,800.00 \$298.77 New monthly rent \$174.90 All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the partles subscribed their names as of the above date. LESSOR (uitracing Officer) BY (uitracing Officer) (NTEE)					
whose address is: P.O. Box 1529 Lake City, Plorida 32056 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease to NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the sate is amended, effective April 1, 2010, as follows: 1. To reflect the annual operating cost adjustment, the following portion of Paragraph 3 is revised as follows: (3) The Government shall pay the Lessor annual rent of \$2,098.77, at the rate of \$174.90 per month, in arrears. (see calculations below) CPI for April 2010 213.958 (a) CPI for April 2010 213.958 (a) CPI for Services \$1,800.00 x 0.1659837 = \$298.77 Base for Services \$1,800.00 x 0.1659837 = \$298.77 Original lease Annual rent \$1,800.00 New annual rent \$1,800.00 New annual rent \$1,800.00 New annual rent \$1,74.90 All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR [Signature] (Juthers) UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION [Signature] (Signature) (Juthers					
P.O. Box 1529 Lake City, Plorida 32056 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease to NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the sate Lease is amended, effective <u>April 1, 2010, as follows:</u> (1) To reflect the annual operating cost adjustment, the following portion of Paragraph 3 is revised as follows: (3) The Government shall pay the Lessor annual rent of \$2,098.77, at the rate of \$174.90 per month, in arrears. (see Calculations below) CPI for April 2010 213.956 (a) CPI divided by (b) = 0.1659837 Base for Services \$1,800.00 x 0.1659837 = \$298.77 Original lease Annual rent \$2,098.77 New annual rent \$2,098.77 New monthly rent \$174.90 All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR BY	THIS AGREEMENT, made and entered into this da	ate by and between: Columbia Coun	ity Florida		
\$174.90 per month, in arrears. (see calculations below) CPI for April 2010 213.958 (a) CPI for April 2004 183.500 (b) difference of 30.458 (c) (c) divided by (b) = 0.1659837 Base for Services \$1,800.00 x 0.1659837 = \$298.77 Original lease Annual rent \$1,800.00 Increase \$ 298.77 New annual rent \$2,098.77 New monthly rent \$ 174.90 All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR BY					
WHEREAS, the parties hereto desire to amend the above Lease to NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the set Lease is amended, effective <u>April 1, 2010</u> , as follows: 1. To reflect the annual operating cost adjustment, the following portion of Paragraph 3 is revised as follows:	Lake City, Florida 32056				
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the selected is amended, effective <u>April 1, 2010</u> , as follows: 1. To reflect the annual operating cost adjustment, the following portion of Paragraph 3 is revised as follows: (3) The Government shall pay the Lessor annual rent of \$2,098.77, at the rate of \$174.90 per month, in arrears. (see calculations below) CPI for April 2010 213.958 (a) CPI for April 2010 213.958 (a) (c) divided by (b) = 0.1659837 Base for Services \$1,800.00 x 0.1659837 = \$298.77 Original lease Annual rent \$1,800.00 x 0.1659837 = \$298.77 New annual rent \$2,098.77 New monthly rent \$ 174.90 All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR [Signature] (D) (Midres) UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION BY (Untracting Officer	hereinafter called the Lessor, and the UNITED STA	TES OF AMERICA, hereinafter calle	ed the Government:		
Lease is amended, effective <u>April 1</u> , 2010, as follows: 1. To reflect the annual operating cost adjustment, the following portion of Paragraph 3 is revised as follows: (3) The Government shall pay the Lessor annual rent of \$2,098.77, at the rate of \$174.90 per month, in arrears. (see calculations below) CPI for April 2010 213.958 (a) CPI for April 2020 213.958 (a) CPI for April 2020 213.958 (a) CPI for April 2020 213.958 (c) (c) divided by (b) = 0.1659837 Base for Services \$1,800.00 x 0.1659837 = \$298.77 Original lease Annual rent \$1,800.00 Increase \$2.998.77 New annual rent \$2,098.77 New monthly rent \$174.90 All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR BY	WHEREAS, the parties hereto desire to amend the	above Lease to			
1. To reflect the annual operating cost adjustment, the following portion of Paragraph 3 is revised as follows: (3) The Government shall pay the Lessor annual rent of \$2,098.77, at the rate of \$174.90 per month, in arrears. (see calculations below) CPI for April 2010 213.958 (a) (b) (b) (c) (c) (c) (d) (d) (d) (d) (d) (d) (d) (d) (d) (d	NOW THEREFORE, these parties for the considera	ations hereinafter mentioned covena	nt and agree that the said		
revised as follows: (3) The Government shall pay the Lessor annual rent of \$2,098.77, at the rate of \$174.90 per month, in arrears. (see calculations below) CPI for April 2010 213.958 (a) CPI for April 2004 183.500 (b) difference of 30.458 (c) (c) divided by (b) = 0.1659837 Base for Services \$1,800.00 x 0.1659837 = \$298.77 Original lease Annual rent \$1,800.00 Increase \$298.77 New annual rent \$2,098.77 New monthly rent \$174.90 All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR BY	Lease is amended, effective <u>April 1, 2010</u> , as fo	ollows:			
\$174.90 per month, in arrears. (see calculations below) CPI for April 2010 213.958 (a) CPI for April 2004 183.500 (b) difference of 30.458 (c) (c) divided by (b) = 0.1659837 Base for Services \$1,800.00 x 0.1659837 = \$298.77 Original lease Annual rent \$1,800.00 Increase \$ 298.77 New annual rent \$2,098.77 New monthly rent \$ 174.90 All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR BY	1. To reflect the annual operating cost ad revised as follows:	justment, the following porti	on of Paragraph 3 is		
difference of 30.458 (c) (c) divided by (b) = 0.1659837 Base for Services \$1,800.00 x 0.1659837 = \$298.77 Original lease Annual rent \$1,800.00 Increase \$ 298.77 New annual rent \$2,098.77 New monthly rent \$ 174.90 All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR BY			77, at the rate of		
Base for Services \$1,800.00 x 0.1659837 = \$298.77 Original lease Annual rent \$1,800.00 Increase \$ 298.77 New annual rent \$2,098.77 New monthly rent \$ 174.90 All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR BY	CPI for April 2010 213.958 (a) CPI for April 2004 183.500 (b) difference of 30.458 (c)				
Original lease Annual rent \$1,800.00 Increase \$ 298.77 New annual rent \$2,098.77 New monthly rent \$ 174.90 All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR BY	(c) divided by (b) = 0.1659837				
Increase \$ 298.77 New annual rent \$2,098.77 New monthly rent \$ 174.90 All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR BY	Base for Services \$1,800.00 x 0.1659	9837 = \$298.77			
All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR BY	Increase \$ 298.77				
All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR BY	New monthly rent \$ 174.90				
BY					
(Signature) (Title) IN PRESENCE OF (Signature) (Address) UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION BY	LESSOR		<u></u>		
IN PRESENCE OF (Signature) (Address) (Address) (Address) (Contracting Officer					
(Signature) (Address) UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION BY	(Signature)		(Title)		
UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION	IN PRESENCE OF				
BY Contracting Officer			(Address)		
	UNITED STATES OF AMERICA, GENERAL SERVICES				
	DV.		Contracting Officer		
(Signature)	BY (Signature)		(Official Title)		
			GSA FORM 276 (REV. 1		

		· · · · · · · · · · · · · · · · · · ·	
GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT	DATE	
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO.		
	GS- 064LBF0435		
ADDRESS OF PREMISES 411 Northeast Taylor Street, Lake City, Flori	da		
THIS AGREEMENT, made and entered into this date by	y and between: Columbia County Flo	orida	
whose address is: P.O. Box 1529 Lake City, Florida 32056			
hereinafter called the Lessor, and the UNITED STATES	S OF AMERICA, hereinafter called the C	Government:	
WHEREAS, the parties hereto desire to amend the abo	ve Lease to		
NOW THEREFORE, these parties for the consideration	is hereinafter mentioned covenant and a	agree that the said	
Lease is amended, effective <u>April 1, 2010</u> , as follow	vs:		
1. To reflect the annual operating cost adjus revised as follows:	tment, the following portion of	Paragraph 3 is	
(3) The Government shall pay the Les \$174.90 per month, in arrears. (see calculati		the rate of	
CPI for April 2010 213.958 (a) CPI for April 2004 183.500 (b) difference of 30.458 (c)			
(c) divided by (b) = 0.1659837			
Base for Services \$1,800.00 x 0.1659837	= \$298.77		
Original lease Annual rent \$1,800.00 Increase \$ 298.77 New annual rent \$2,098.77			
New monthly rent \$ 174.90			
All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR			
BY	//T	tle)	
	())	,	
IN PRESENCE OF			
(Signature)		ress)	
UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION			
BY		ng Officer	
(Signume)			
		GSA FORM 276 (REV. 11/93)	

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

MEMORANDUM

Calouty Junitary or

Dale Williams, County Manager

BOARD OF COLNTY COMMISSIONERS * COLUMBLA COUNTY

FROM:

TO:

M: Kevin Kirby, Public Works Director

DATE: June 4, 2010

SUBJECT: Authorization to Enter Onto Private Property 1381 SE Sebastian Circle

Please be advised 1 am requesting Board approval to enter onto private property at SE Sebastian Circle for the sole purpose of the removal of dirt that has washed onto the property from County right-of-way.

Due to the recent rains within Columbia County the drainage pipe located at 1381 SE Sebastian Circle had been clogged up thus diverting the flow of rain water and soil onto this private property. This drainage pipe has been unclogged to eliminate this issue in the future.

A General Release and Hold Harmless Agreement will be executed prior to work being performed.

Should you have any questions or need additional information relating to the above request, please do not hesitate to contact this Department. Thank you for your consideration of the above request.

/lsg

XC: Commissioner Weaver, District 2

BOARD MEETS FIRST THURSDAY AT 2:00 PM AND THIRD THURSDAY AT 7:00 PM

P. O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100

#6

COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS UTILITY PERMIT

.

Date: 6/1/10	Permit No	County Road NW	Harris Lake Dr Se	ction No
Permittee Comca	st Cable_			
Address 5934 Rid	chard St, Jacksonville. FL 32216	T	elephone Number 9	004-380-6420
Maintain Propose	ission from Columbia County, Fl ed CATV facilities at NW Harris 21 NW Harris Lake Dr	Lake Dr (321) near N	W Egret Ln, 57' un	derground, Node
FROM:		TO:		
Submitted for the	e Utility Owner by: -Billie Lentes/	-		06/01/10
	Typed Name 8	Title	Signature	Date
Proposed work is () FORT WHITE owners AT&T, F	and the accurate locations are sho s within corporate limits of Munic E (). A letter of notification was n PL	ipality: YES (X) NO (nailed on 06/01/10	(). If YES: LAKE (CITY to the following utility
again immediatel located at 607 N The PERMITTE	County Public Works Director sh y upon completion of work. The I W Quinten St, Lake City, FL E's employee responsible for Main elephone Number 904-380-6420 24 hour notice to starting work.)	Public Works Director	is Kevin Kirby Telephone No Gary Voisin	umber 386-719-7565
3. This PERMIT and shall be com date of permit ap	TEE shall commence actual const pleted within 90 days after perr proval, then PERMITTEE must ro unges have occurred in the transpo	nitted work has begun eview the permit with	. If the beginning d the Columbia Cour	ate is more than 60 days from ty Public Works Director to

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

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

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

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

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

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

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

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

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

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

12. Additional Stipulations:------

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

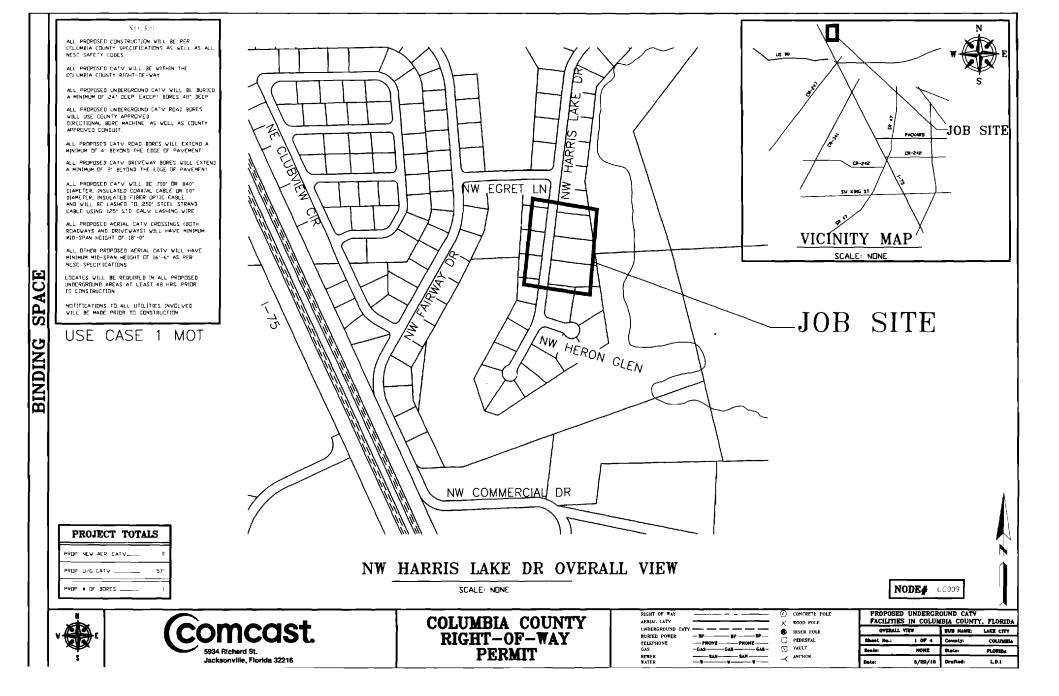
Submitted By: Billie Lentes/Agent for Comcast _____ Permittee Place Corporate Seal

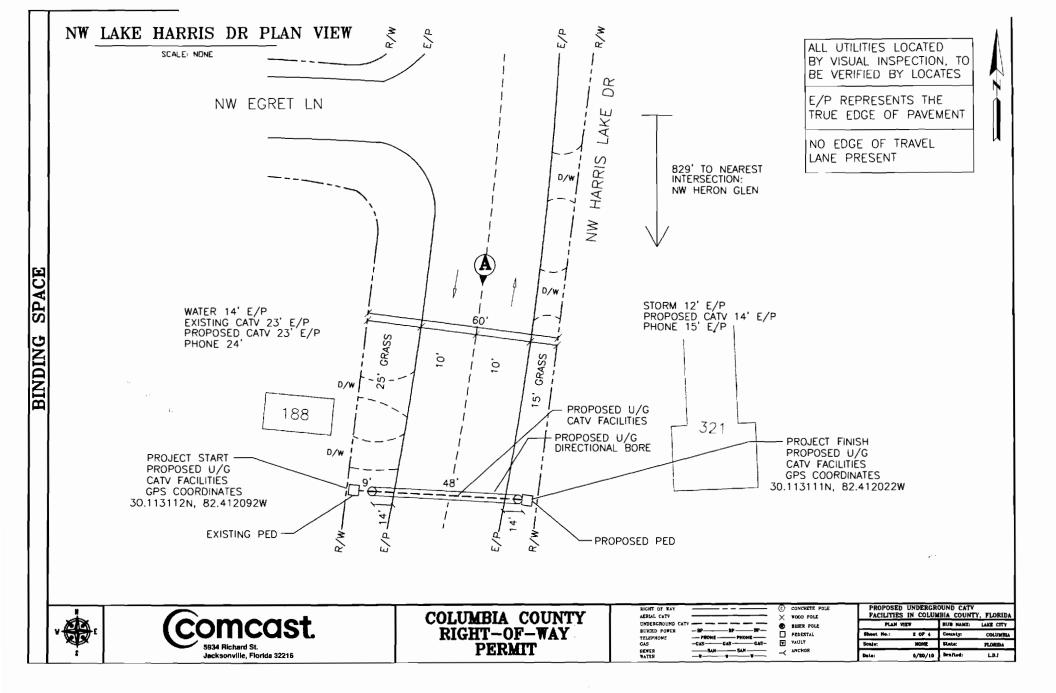
Signature

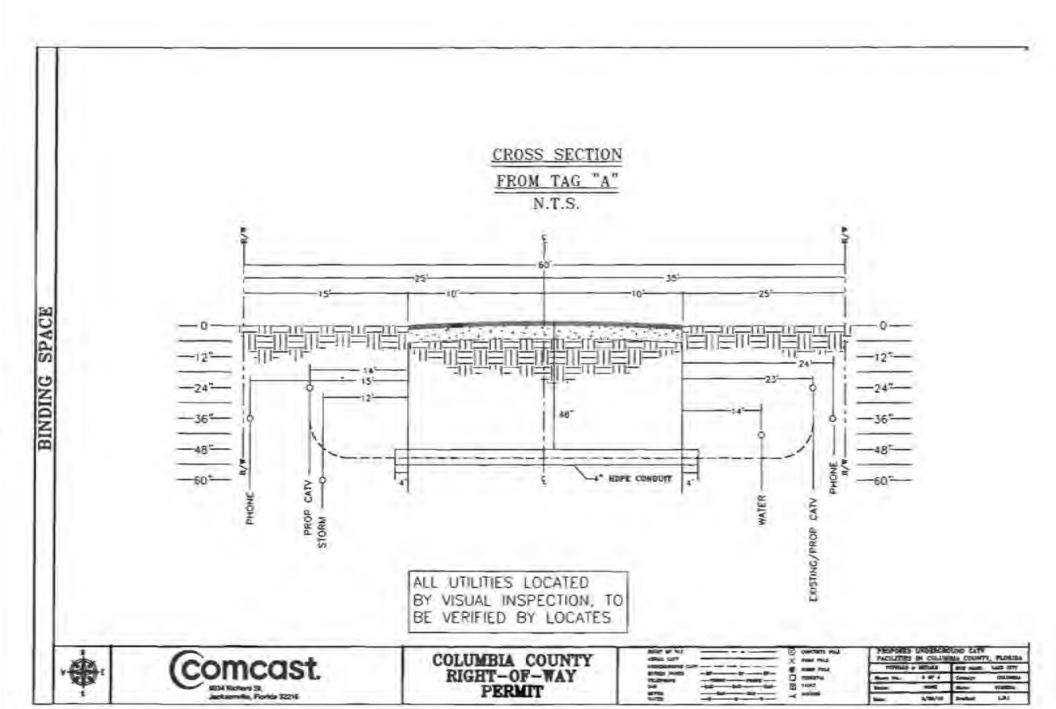
Attested

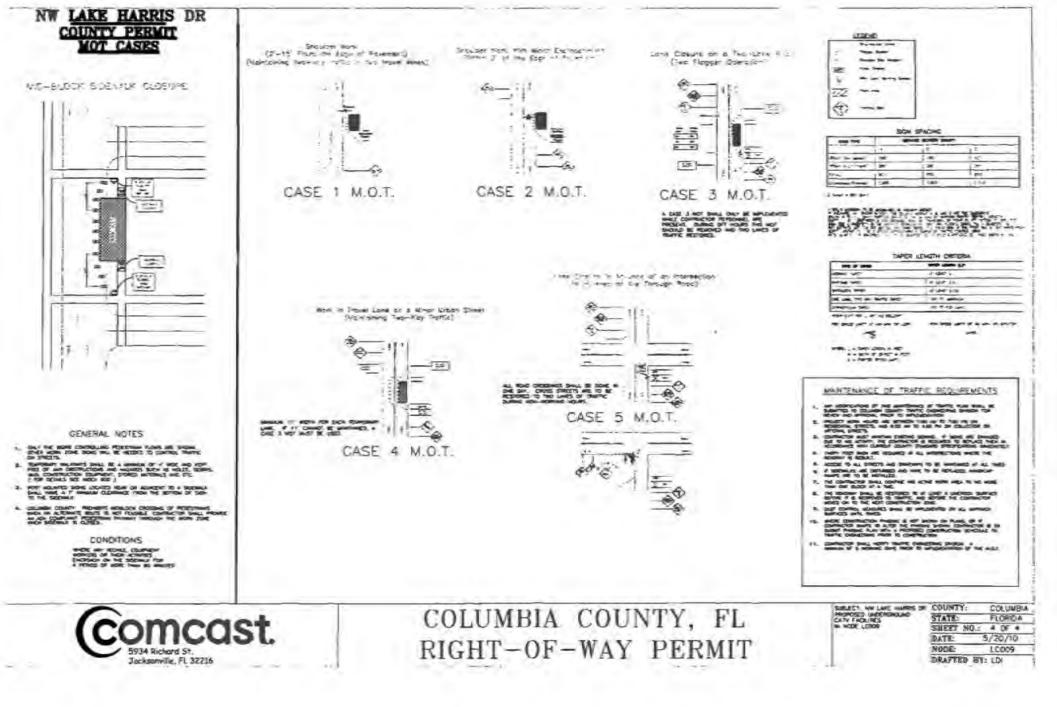
Utilities Permit Page three Revised: 8/17/00

Recommended for Approval: _____ Signature: ð Title: DIRECTOR of PUBLIC WORKS Date: 06-06-10 _____ Approval by Board of County Commissioners, Columbia County, Florida: NO() YES() Date Approved: _____ Chairman's Signature: _____









AT&T JOB#: 03E61107N

•

Ę	#		7
 		j	•

ł

COLUMBIA COUNTY BOARD OF COUNTY COMMISIONERS UTILITY PERMIT

Date <u>June 2, 2010</u>	Permit No	County	Road	Section No
Permittee <u>AT&T SE Flo</u> Address <u>400 SW 2nd A</u>	orida venue, Gainesville, FL 3260	01 Telephon	ie Number <u>(352)</u>	<u>371-5272</u>
Requesting permission from to contract, operate and ma	m the Columbia County Boan antain: <u>A</u>	rd of County Com	nissioners, herein	after called the County,
FROM: <u>SW STONEGAT</u> TO: <u>289 SW STONEGAT</u>	<u>E TER & SW CAMBRIDGE `E TER.</u>	<u> GLN</u>		
Submitted for the Utility O	wner by: <u>Johnson , Jon OSF</u> Typed Name & Ti		gnature	<u>6-2-2010</u> Date
aerial and underground and application. Proposed work	orior to filing this application I the accurate locations are sl is within the corporate limit atter of notification was mailed Public Works Dept	hown on the plans ts of Municipality:	attached hereto ar YES () NO (X).	nd made a part of this If YES: LAKECITY
again immediately upon co located at <u>P.O. Box 969, </u>		c Works Director i Telephone N ance of Traffic is _	is <u>Kevin Kir</u> Number <u>(386) 75</u> <u>Michael Brown</u>	<u>by</u> , 2-5955
and shall be completed wit than 60 days from date of p	commence actual construction hin <u>30</u> days after permit approval, then PERM nake sure no changes have or	permitted work ha	as begun. If the be w the permit with	ginning date is more the Columbia County
4. The construction and ma PERMITTEE.	intenance of such utility sha	ll not interfere with	h the property and	l rights of a prior
	that this permit is a license f this permit shall not operate			
	403(1), Florida Statutes, who cient operation, alteration or			
Utilities Permit Revised: 08-28-00				

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

AT&T JOB#: 03E61107N

COLUMBIA COUNTY BOARD OF COUNTY COMMISIONERS UTILITY PERMIT

Date June 2, 2010 Permit No County Road Section No
Permittee <u>AT&T SE Florida</u> Address <u>400 SW 2nd Avenue, Gainesville, FL 32601</u> Telephone Number <u>(352) 371-5272</u>
Requesting permission from the Columbia County Board of County Commissioners, hereinafter called the County, to contract, operate and maintain: <u>713' Buried Fiber Optic Cable along the East right-of-way of SW Stonegate</u> <u>Terrace</u>
FROM: The South East Corner of the Intersection of SW Stonegate Terrace & SW Cambridge Glen TO: 289 SW Stonegate Terrace.
Submitted for the Utility Owner by: Johnson, Jon OSPE/Specialist Typed Name & Title Signature Date
1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within the corporate limits of Municipality: YES() NO(X). If YES: LAKECITY () FORT WHITE (). A letter of notification was mailed on6/2/2010 to the following utility owners: Columbia County Public Works Dept
2. The Columbia County Public Works Director shall be notifies twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is <u>Kevin Kirby</u> , located at <u>P.Q. Box 969, Lake City, FL 32056</u> Telephone Number <u>(386) 752-5955</u> . The PERMITTEE's employee responsible for Maintenance of Traffic is <u>Michael Brown</u> Telephone Number <u>(352) 336-5508</u> (This name may be provided at the time of the 24 hour notice to starting work.)
3. This PERMITTEE shall commence actual construction in good faith within <u>30</u> days after issuance of permit, and shall be completed within <u>30</u> days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.
4. The construction and maintenance of such utility shall not interfere with the property and rights of a prior PERMITTEE.
5. It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.
6. Pursuant to Section 337.403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility
Utilities Permit Revised: 08-28-00

as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

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

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

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

10. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this permit acknowledges its present and continuing ownership of its utilities located between

and within the County's right of way as set forth above. PERMITTEE, at its sole expense, shall promptly remove said out of service utlities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

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

12. Additional Stipulations:

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

Submitted By: AT&T SE Florida Permitter AT&T Mgr OPS Planning & Design

Place Corporate Seal

Signature and Title Stuart Nolen

Attested

Utilities Permit

Revised: 5/4/99

· ,

.

Approved by Columbia County Board of County Commissioners:

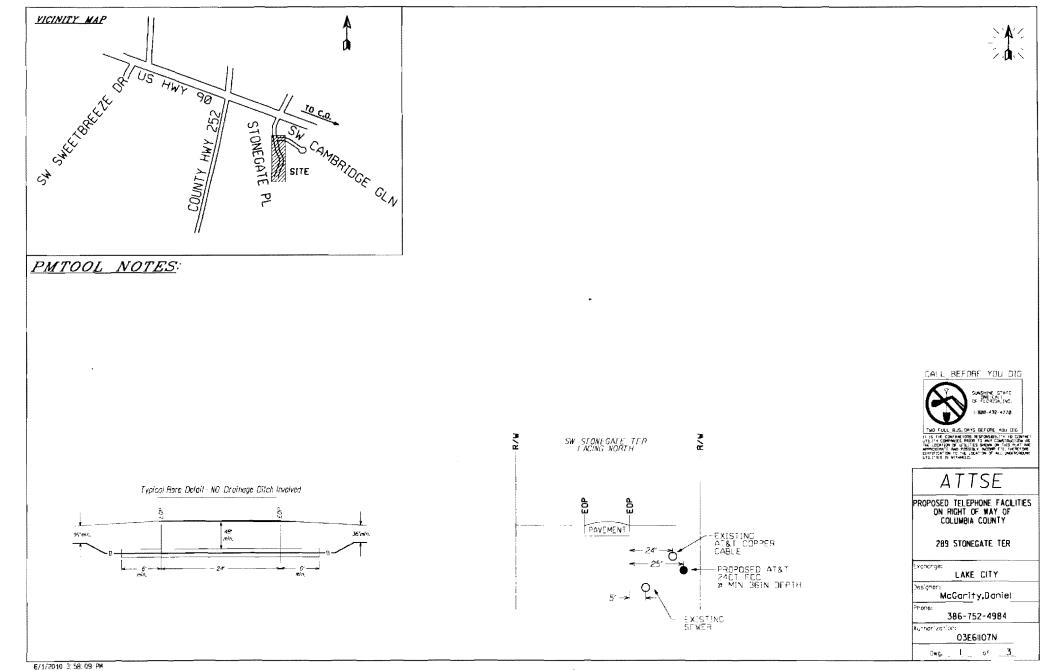
YES () NO ()

Date Approved: _____

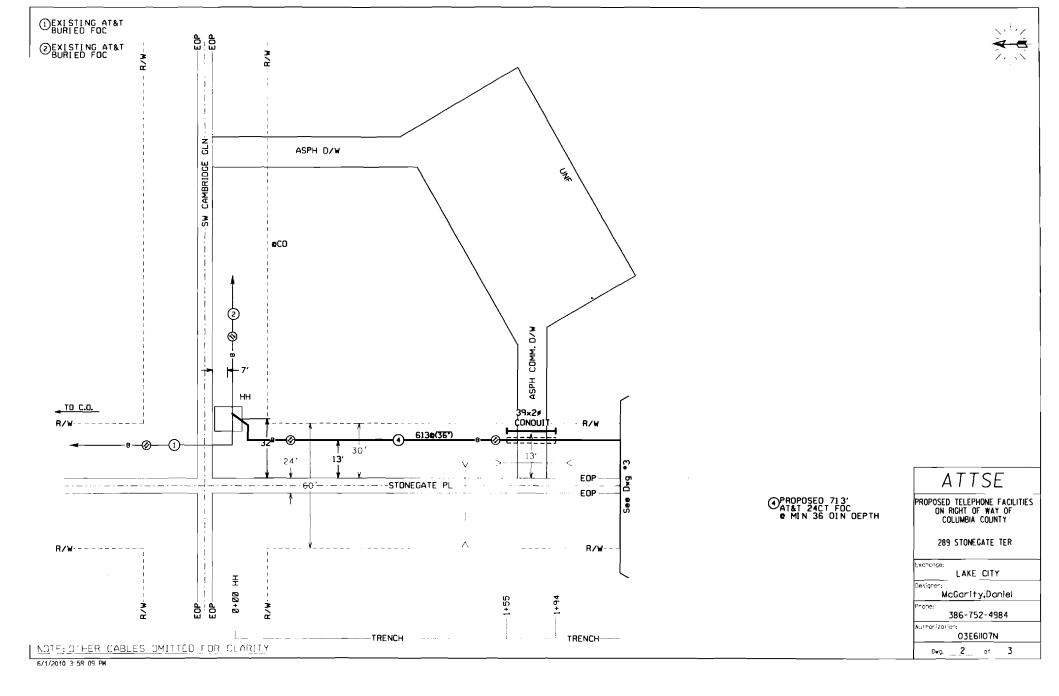
Chairman's Signature: _____

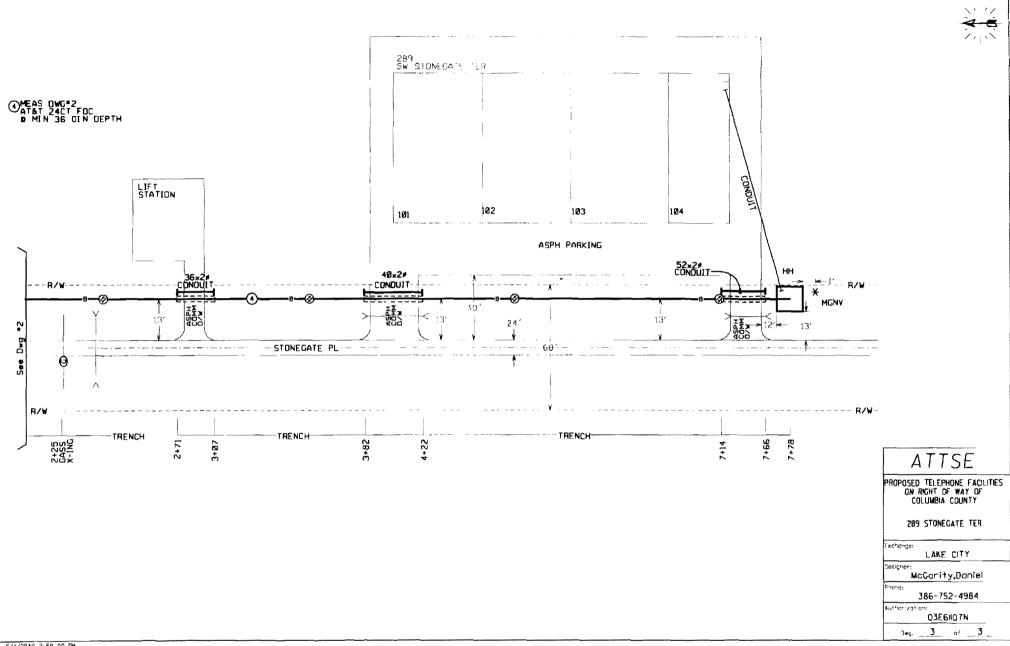


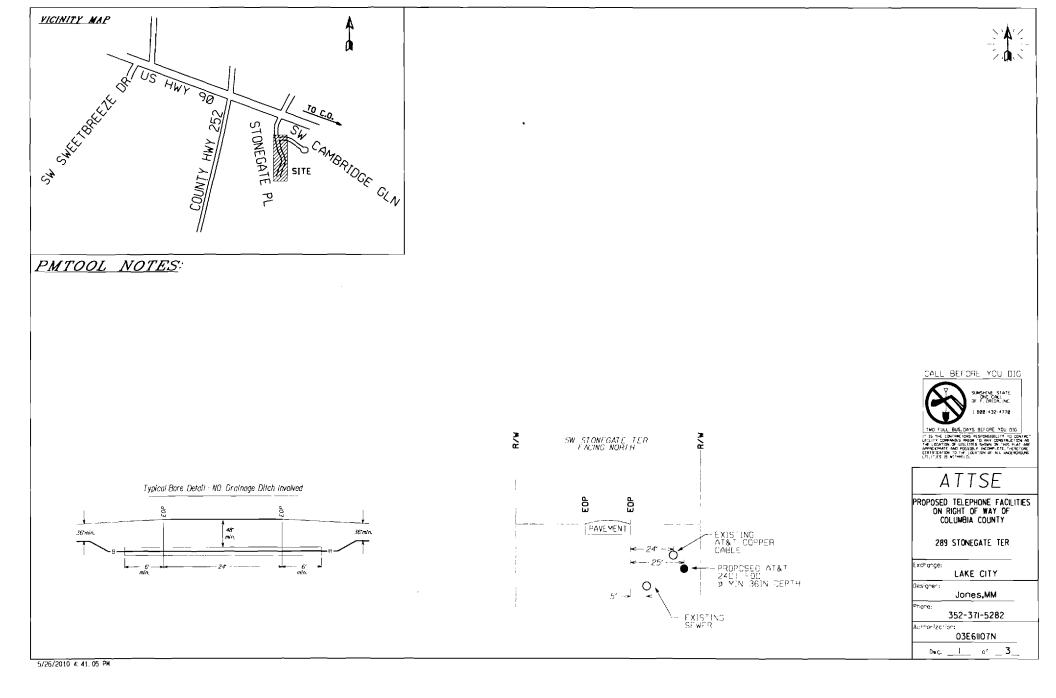
3

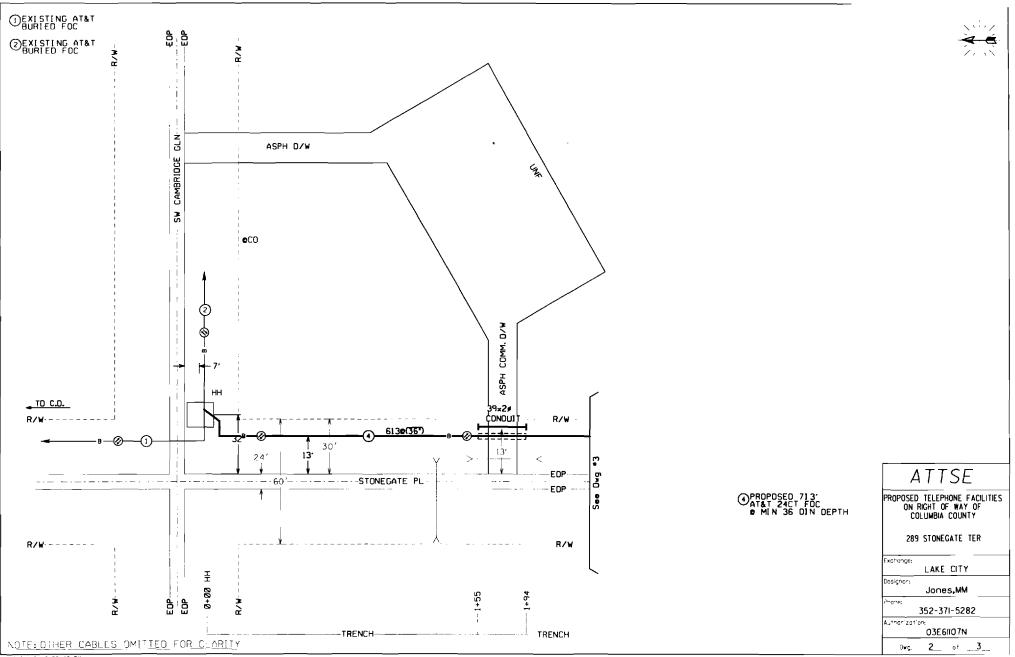


.

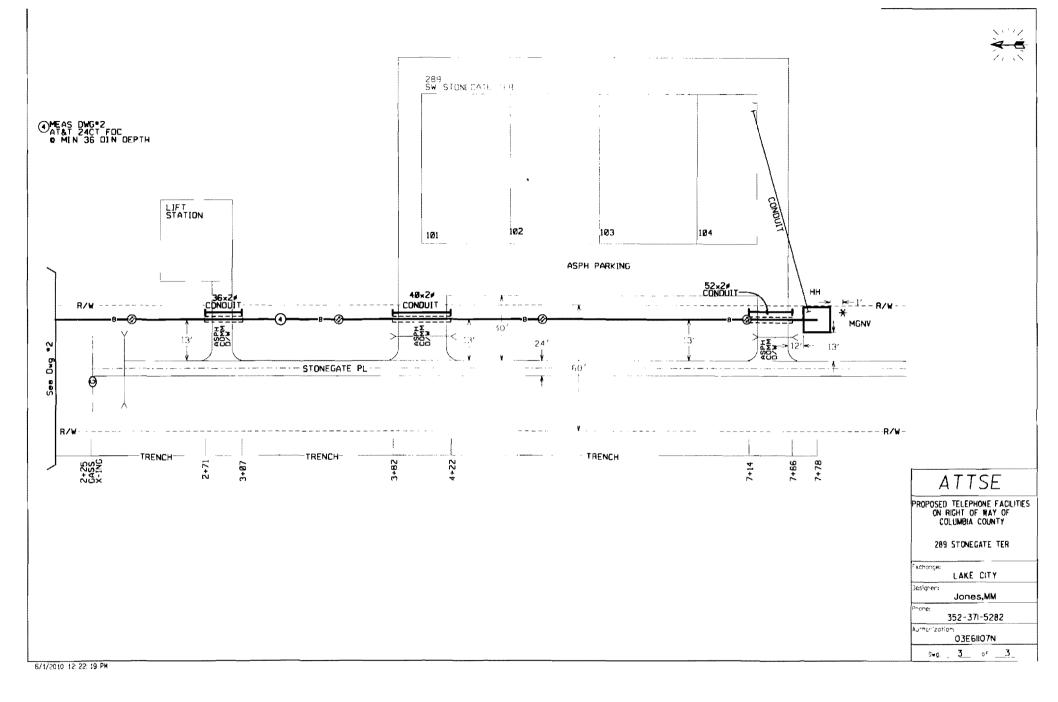








6/1/2010 12:22:19 PM



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

BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

Memo

Date: 6/4/2010

To: Board of Commisioners

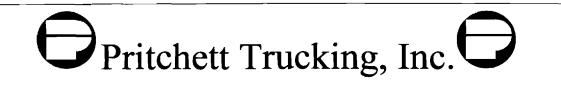
From: Ben Scott, Purchasing Director Ren Sur

RE: Bid Pricing Extension for Limerock

I would like to request the Board approve the attached offer from Pritchett Trucking, Inc. to extend the current pricing agreement for limerock.

Attachments

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



1050 SE 6^a. St. ● Lake Butler, FL 32054 (800)486-7504 ● Fax (386)496-2883 www.pritchetttrucking.com

May 25, 2010

Columbia County Road Dept. P.O. Bx. 969 Lake City, FL 32056

Dear Rodney Little:

It has been our pleasure to serve Columbia County during the last year. The effective date of our existing agreement is drawing to a close. We would like to offer you an extension to the limestone hauling agreement between our organizations for an additional year plus an additional one year option - *if the material is still available from the High Springs mine*. We are offering you a *reduced rate* for this renewal and will hold the new rate for both years of the contract with no increase.

Agreement Details:

Rate for Limestone transport is: \$11.49/ton – *reduced rate*. (current rate = \$12.26)

Rate for Limestone material is: \$5.90/ton

No limitation on number of transports.

Transported to: Public Works Dept. Yard Stockpile

Hauler agrees to provide invoice proof of each load transported.

Hauler agrees to hold County harmless with regard to claims resulting from handling or transportation of limestone.

Hauler meets or exceeds all state and federal requirements for driver's license, worker's compensation, vehicle liability insurance and will provide County with proof upon request.

We suggest a new effective date starting August 23, 2010. If you approve, your signatures below are adequate for us to begin the new term of the contract.

Once again, we sincerely appreciate your business the opportunity to continue to serve your needs. Please feel free to contact me with any questions.

Best regards,

1200

Don Montgomery

Date__

Vice President - Operation

Columbia County

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

BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

June 16, 2010

MEMO

- TO: Michele Crummitt, Human Resources Director
- FR: Bill Lycan, Solid Waste Director
- RE: Vacant Spotter Position

Please be advised that I would like to request permission to recruit for a Landfill Spotter position that was vacated due to employee promotion. This is an already budgeted position and would have no impact on our current budget.

Thank you for your assistance.

WWL: pad

XC: Outgoing Correspondence

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

 g^{*}

#10

2010_0520 BCC Minutes Prepared by Sandy A. Markham

COLUMBIA COUNTY BOARD of COUNTY COMMISSIONERS

Minutes of **May 27, 2010**

The Board of County Commissioners met in a scheduled joint workshop at Richardson Center Gym. The meeting was called to order at 9 a.m. Invocation was offered. Introductions followed. County Commission Chairman Ronald Williams welcomed everyone in attendance.

County Commissioners and Staff in Attendance::

Ronald Williams (Chairman) Commissioner Jody Dupree Commissioner Dewey Weaver	Commissioner Stephen Bailey Commissioner Scarlet Frisina
County Manager Dale Williams	Assistant County Manager Lisa Roberts
Attorney Marlin Feagle	Deputy Clerk Sandy Markham

Other Agencies in Attendance with representatives:

Columbia County School System Chamber of Commerce City of Lake City Industrial Development Authority

Brief Opening Comments were offered by:

Lake City Mayor Stephen WittCounty Commissioner Chairman Ronald WilliamsIDA Chair Suzanne NorrisChamber Board President Jenny DrawdySchool Board Chair Keith HudsonChamber Board President Jenny Drawdy

Chairman Ronald Williams stressed, "Columbia County's future is NOW!" He addressed the need for all agencies to set aside their own agendas and personal differences, and for everyone to work together aggressively in order to move forward with creating the best community possible. To help stress this, he presented a large diagram with removable pieces to illustrate the need for the County, the City, the Industrial Development Authority and the Chamber of Commerce to "Be on their A game." Five large banners, reading "Columbia County's Future is Now" have been ordered for each agency to display.

Chamber Executive Director Dennille Folsom gave the Executive Report.

Chamber member Steve Smith gave a brief presentation, "Save Green by Going Green."

Chamber member JOel Foreman gave closing comments.

IDA Chair Suzanne Norris gave the IDA Executive Report, recognized the Rudder Team, and gave a "Go-To-Market" presentation. The presentation is attached.

Plum Creek Timber Company Employee Greg Galpin gave a progress update on the RACEC site.

County Commissioner Jody Dupree who serves as Chairman of the Utility Committee gave a Utility Report.

City Manager Wendell Johnson addressed the expansion of the Wastewater Treatment Plant, the Community Redevelopment Plan, and General Fund Capital Improvements.

County Manager Dale Williams addressed the current status of available Economic Development Revenue.

Superintendent of Schools Mike Milliken gave an overview of the school system.

Principal Terry Huddleston gave a presentation regarding the Columbia High School's Logistics & Supply Chain Academy.

The meeting concluded with Chairman Williams leading in a chant ... "When is Columbia County's future?" Those in attendance gave an enthusiastic response, "NOW!"

ATTEST:

.

Ronald Williams, Chairman Board of County Commissioners

P. DeWitt Cason Clerk of Circuit Court



COLUMBIA COUNTY BOARD of COUNTY COMMISSIONERS

Minutes of **June 03, 2010**

The 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. The Pledge of Allegiance to the Flag of the United States of America followed.

Commissioners in Attendance:

Ronald Williams (Chairman) Jody Dupree Dewey Weaver Scarlet Frisina Stephen Bailey

Others in Attendance:

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

Proposed Agenda

The County Manager noted one correction to the agenda regarding CPA 0193. The applicant is Musgrove Land Trust, not Plumb Creek Land Company.

MOTION by Commissioner Weaver to accept the agenda with the noted change. Second by Commissioner Bailey. The motion carried unanimously.

Public Comment

<u>Citizen Chris Williams</u>, a member of *Citizens Against Forced Utilities*, asked Chairman Williams if he could expedite the process of approving the amendment to **Ordinance 2010-2** regarding **mandatory utilities**. Chris Williams said, "*The options, obviously, as you know are it can either go to the ballot or you can repeal it yourselves*." Chris Williams requested the Board move forward expeditiously with adopting the amendment to the ordinance.

<u>Citizen Daniel Houston</u> said he has 23 years experience as a licensed water plant operator and has valuable knowledge as it relates to safe **drinking water**. He told the Board that he has been complaining about building in Fort White without required back-flow preventers ("BFP") for the past two and a half years. Mr. Houston said he filed a complaint with the town of Fort White and later received a letter from the County stating the BFP can be underground. Mr. Houston said it is illegal to place a BFP underground, because it will become submerged and will not work properly. According to Mr. Houston the **Town of Fort White** has now received a letter from the State of Florida that essentially states, "*Do you job… Protect the drinking water...and you need to make them pay.*" He said that Washington, Tallahassee and the County knows of the problem. He told the Board that his authority comes from, and his backup is through the Environmental Protection Agency and Department of Environmental Protection.

Building & Zoning by County Planner Brian Kepner

Public Hearing Regular Land Use Amendments (2nd Hearing for Adoption):

(1) **CPA 0168** - Everett W. Rogers & Ronald A. Feagle. The property is 52.67 acres in size and is located in District 4, between I-75 and U.S. 441 South. The requested change is from *Agricultural 3* to *Highway Interchange*. Mr. Kepner said through negotiating with Department of Community Affairs, policy (i).2.5 will be added to the Comprehensive Plan that will allow for the change, once the property has access to **community potable water** and a **sanitary sewer system**. The public hearing opened.

Attorney Feagle declared a conflict with the amendment as his brother is one of the petitioners.

<u>Citizen Stewart Lilker</u> said that the county has given no basis for changing the Comprehensive Plan, and has provided no maps, plans, etc. Based on the information provided by the County to the public, Mr. Lilker said that it is not possible for anyone in attendance, including the Commission, to know whether they oppose or agree with the amendment. He said that it is virtually impossible, based on the records provided by the Board to the public, to appeal the Board's decision based on the record. He said that no evidence has been provided to support this amendment, or the subsequent amendments. He asked that the public hearing be adjourned until the public and the Board have been provided with the proper information. He said the public has a right to know exactly what is being changed and who, if anyone, will benefit from the change.

There being no further public input, the public hearing was closed.

The Chairman stated the requirements of the Columbia County Charter have been met, and the Department of Community Affairs approved the amendment with the stated stipulations.

MOTION by Commissioner Bailey to approve CPA 0168. Second by Commissioner Weaver. The motion carried unanimously.

(2) CPA 0174 - Board of County Commissioners. The property is 81 acres in size and is located in District 4, on the western side of I-75, approximately ³/₄ miles East of U.S. 441. The property will be used for the wellfield in Ellisville. The requested change is from *Agricultural 3* to *Public*. The public hearing opened.

<u>Citizen Stewart Lilker</u> reiterated his statement regarding CPA 0168. Mr. Lilker said that he opposes the amendment as this is an unsafe location for a wellfield as it is contiguous to one of the largest cattle feed lots in the tri-state area. He recalled Commissioner Weaver's comments through the years that the number one source of ground pollution results from animal defecation. He reminded the Board that during the '04-'05 hurricane floods that this property was inaccessible and the people in that immediate area had brown water because of the feed lot. He asked the Board not approve the amendment as it is unsafe. <u>Citizen Daniel Houston</u> opposed the amendment. He told the Board that he has personal experience in water plant operation in Ellisville and was furious when he learned the county was building a wellfield in such a very bad area. According to Mr. Houston the water is not safe in the Ellisville area. Mr. Houston said he questions whether the county will ensure safe drinking water in Ellisville since he personally believes the county has neglected Fort White's water. He said that he would oppose the amendment until a BFP is installed, tested, and operating as is required by law, because until then the water simply is not safe. He offered to share documentation and videos with the Board that will support his position. He concluded by stating the Building Department is allowing the law to be violated. He asked, "Why?"

There being no further public input, the public hearing closed.

The Chairman stated criteria and guidelines have been met.

MOTION by Commissioner Bailey to approve CPA 0174. Second by Commissioner Frisina. The motion carried unanimously.

(3) **CPA 0193** – Plumb Creek Land Company Musgrove Land Trust. The property is 17.55 acres in size and is located in District 3 on the western side of CR 252. The requested change is from *Residential Low Density* to *Commercial*.

The public hearing opened and closed without public input.

MOTION by Commissioner Dupree to approve CPA 0193. Second by Commissioner Weaver. The motion carried unanimously.

Consent Agenda

MOTION by Commissioner Weaver to approve unless there are items to be pulled. Second by Commissioner Frisina.

There were no requests from the public for clarification.

The motion carried unanimously.

Citizens Against Forced Utilities - Petition

The County Manager acknowledged the *Citizens Against Forced Utilities* submitted an appropriate and validated petition in compliance with Article 6, Section 6.1.1 of the Columbia County Charter that consisted of 3839 signed cards. This action has been validated by the Supervisor of Elections. The petition requires the Board of County Commissioners to schedule a hearing for the purposes of amending Ordinance 2010-2 in order to regulate utilities within certain geographical boundaries of the unincorporated area of the county. Furthermore, Section 6.1.2 requires the Board to schedule a hearing to discuss the amendment within 60 days from receipt of the petition. That petition was received in the Board's Office on May 26, 2010.

The County Manager said that the Chairman is prepared to call a special meeting of the Board on Thursday, June 10, 2010 for the purposes of discussing this matter further and for

setting the public hearing date. In that meeting, the Board will also consider enforcement of Ordinance 2010-2, as well as two additional ordinances that will address water rates at Ellisville and grease/oil.

The Chair called for a motion to set a special meeting on June 10th at 5:00 p.m. Commissioner Weaver asked that the meeting convene at 4:30. Commissioner Weaver explained this will allow enough time for attendance at an event scheduled by Florida Farm Bureau, an event that was scheduled around the Board of County Commissioner's schedule.

MOTION by Commissioner Weaver to schedule the special meeting for Thursday, June 10th at 4:30 p.m.

Commissioner Dupree advised the Board that he would not be in the state on that date.

Second by Commissioner Bailey.

Commissioner Bailey asked that the issue of scheduling a public hearing for Ordinance 2010-2 be the last item on the agenda in an attempt to allow those getting off of work at 5 p.m. to attend the meeting. The County Manager acknowledged the request.

The motion carried unanimously.

Westside Community Center

The Board was asked to establish a public hearing date for the purpose of the county selfperforming the Westside Community Center Project. The advertisement will be in compliance with Florida Statute 255.20. The estimated cost to building this facility is \$587,345.

MOTION by Commissioner Bailey to set the public hearing for July 01. Second by Commissioner Dupree. The motion carried unanimously.

Collins Lane

Attorney Feagle gave a brief update on the status of Collins Lane advising the issue has been resolved. He said that Collins Lane is now on record as a public road.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 7:30 p.m.

ATTEST:

Ronald Williams, Chairman Board of County Commissioners

P. DeWitt Cason Clerk of Circuit Court