

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

CONSENT AGENDA

AUGUST 20, 2015

5:30 P.M.

-
- (1) External Budget Amendment – Administration – BA # 15-70 – SHIP Program Revenue and Expenditures - \$31,263.00
 - (2) External Budget Amendment – Administration – BA #15-71 – Trade-in Value Received for Equipment - \$198,000.00
 - (3) External Budget Amendment – Operations – BA #15-73 – Transfer Proceeds from Auction - \$68,607.00
 - (4) External Budget Amendment – Operations – BA # 15-74 – Transfer Proceeds from Auction - \$31,500.00
 - (5) Purchasing - External Budget Amendment, Bid Award and Contract – BA # 15-75 - Anderson Columbia Company – Bid No. 2015-9 Myrtis Road Project - \$609,145.12
 - (6) Purchasing – Requesting Approval of Contract with Cintas for Uniform Services
 - (7) Operations – Requesting Approval to Enter Private Property – Florida Gateway College – Drainage Maintenance
 - (8) Operations – Utility Permit – AT&T Authorized Agent Rebecka Bonts – SW Ring Court
 - (9) Operations – Utility Permit – Windstream Florida, Inc. – SW Cumorah Hill Street
 - (10) Administration – Requesting Approval of Suwannee River Economic Council, Inc. – SHIP Annual Reports and Certifications
 - (11) Economic Development – Requesting Approval of Resolution No. 2015R-16 – Supporting Efforts to Implement Rural Legislation
 - (12) University of Florida – Preliminary Population Estimate for April 1, 2015
 - (13) County Attorney – Revised County Manager, Ben Scott’s, Employment Contract
 - (14) Minute Approval – Board of County Commissioners – Regular Meeting – August 6, 2015

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

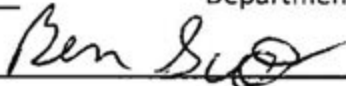
The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 8/1/15

Meeting Date: 8/20/15

Name: Ben Scott

Department: Administration

Division Manager's Signature: 

1. Nature and purpose of agenda item: Budget SHIP Program revenue and expenditure.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item? N/A
- Yes Account No. _____
- No Please list the proposed budget amendment to fund this request

Budget Amendment Number: BA 15-70

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
106-345.10-00 - SHIP Grant Revenue	106-1380-550.30-34 SHIP Contractual Services	\$31,263

For Use of County Manger Only:

- [] Consent Item [] Discussion Item

2

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 8/1/15 Meeting Date: 8/20/15

Name: Ben Scott Department: Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item: Budget trade-in value received for equipment.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item? N/A
- Yes Account No. _____
- No Please list the proposed budget amendment to fund this request

Budget Amendment Number: BA 15-71

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
101-0000-364.00-00 Transportation Trust/Disp Of Fixed Asset	101-4270-541.60-64 Transportation Trust/Equipment Purchases	\$13,000
401-0000-364.00-00 Landfill/Disp Of Fixed Asset	401-3400-534.60-64 Landfill/Equipment Purchases	\$185,000

For Use of County Manger Only:

- [] Consent Item [] Discussion Item

BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

3

AGENDA ITEM REQUEST FORM

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Today's Date: August 3, 2015

Meeting Date: August 20, 2015

Name: Kevin Kirby

Department: Operations

Division Manager's Signature: 

1. Nature and purpose of agenda item: Transfer proceeds from auction.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: BA 15-73

FROM

101-0000-364-0000

101-0000-365-0000

TO

101-4250-541-3046

101-4250-541-3046

AMOUNT

62865.00

5742.00

For Use of County Manger Only:

[] Consent Item [] Discussion Item

BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

4

AGENDA ITEM REQUEST FORM

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Today's Date: August 3, 2015

Meeting Date: August 20, 2015

Name: Kevin Kirby

Department: Operations

Division Manager's Signature: 

1. Nature and purpose of agenda item: Transfer proceeds from auction.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: BA 15-74

FROM

001-0000-364-0000

TO

001-1830-519-3053

AMOUNT

3150.00

For Use of County Manger Only:

[] Consent Item [] Discussion Item

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BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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Today's Date: 8/1/15

Meeting Date: 8/20/15

Name: Ray Hill

Department: Purchasing Director

Division Manager's Signature:  _____

1. Nature and purpose of agenda item: Award Bid 2015-9 Myrtis Road to Anderson Columbia and approve the attached contract in the amount of \$609,145.12. Partial funding exists in county wide resurfacing, remaining funds will come from the English / LM Aaron project.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item? N/A
- Yes Account No. _____
- No Please list the proposed budget amendment to fund this request

Budget Amendment Number: BA 15-75

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
303-8080-541.30-31	303-8082-541.60-63	
English/LM Aaron Professional Services	Countywide Resurfacing	\$122,063
303-8080-541.60-61	303-8082-541.60-63	
English/LM Aaron ROW Acquisition	Countywide Resurfacing	\$235,382

For Use of County Manger Only:

[] Consent Item [] Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Everett Phillips
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: 8/12/15

To: Board of Commissioners

RH
From: Ray Hill, Purchasing Director

RE: Bid Award 2015-9 Myrtis Road

I have reviewed the bids received for this project along with Kevin Kirby and Chad Williams of the Public Works Department. It is our recommendation that this bid be awarded to Anderson Columbia, 2nd low bidder. Low bidder asked to be removed from consideration for this project.

I have attached the bid tabulation and contract for your review.

BOARD MEETS FIRST THURSDAY AT 5:30 P.M.
AND THIRD THURSDAY AT 5:30 P.M.

P. O. BOX 1529 ▼

LAKE CITY, FLORIDA 32056-1529 ▼

PHONE (386) 755-4100

C.A. BOONE
CONSTRUCTION, INC
JAMES F. BOONE, PRESIDENT

July 14, 2015

Columbia County Road Dept

Attn: Kevin Kirby

Dear Kevin,

As discussed a few days ago, we were the apparent low bidder on SE Mytris Road. Although, it was discovered by myself in error we forgot a bid bond included in our bid package. So, we are requesting to withdraw our bid as to be fair to all parties involved. As we intend to be fair and have good business relationship with the county and all others in the future.

Sincerely,

James F. Boone
President
C.A. Boone Construction, Inc



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**PROJECT NUMBER 2015-09****SE MYRTIS ROAD - ROADWAY RECONSTRUCTION****BID PROPOSAL**

THE UNDERSIGNED hereby propose to furnish all materials, labor, and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 39,000	\$ 39,000
2	Maintenance of Traffic	LS	1	\$ 39,000	\$ 39,000
3	Limerock, (4") Loose Measure	CY	1790	\$ 32.50	\$ 58,175
4	Mixing Exist. Pavement, (10")	SY	16115	\$ 1.25	\$ 20,143.75
5	Grading and Finishing	LS	1	\$ 29,000	\$ 29,000
6	Asphalt Concrete, SP 9.5, 110 lb/sy	TN	975	\$ 115.00	\$ 112,125.00
7	Asphalt Concrete, SP 12.5, 150 lb/sy	TN	1,330	\$ 115.00	\$ 152,950.00
8	Storm Pipe, RCP 30"	LF	96	\$ 50.00	\$ 4,800.00
9	Concrete Mitered End Section, (Double)	EA	2	\$ 800.00	\$ 1,600.00
10	Borrow Material	CY	550	\$ 12.00	\$ 6,600.00
11	Sod, 42" Strip	SY	5,600	\$ 3.50	\$ 19,600.00
12	Seed & Mulch	LS	1	\$ 4,500	\$ 4,500.00
13	Painted Pavement Markings	LS	1	\$ 11,900	\$ 11,900.00
14	Staked Silt Fence, Type III	LF	600	\$ 3.00	\$ 1,800.00
15	Driveway Pavement	EA	36	\$ 450.00	\$ 16,200.00
15	Driveway Side Drains	EA	30	\$ 1,000.00	\$ 30,000.00
TOTAL					\$ 547,393.75

PAY ITEM NOTES

Item 2 MOT - Includes all elements required for M.O.T. per FDOT standards and includes temporary centerline delineation and stop bars placed at all non working times.

Item 3 Limerock, (4") Loose Measure- shall include 4 inches limerock (loose measure) placed by a mechanical spreader before mixing begins.

Item 4 Mixing Exist. Pavement, (10") - Average depth shall be 10 inches and shall be achieved with a milling machine or engineer approved equivalent.

Item 5 Grading and Finishing- Includes all construction layout required (including stationing), mixing, shaping, compacting, finishing, and priming for placement of asphalt and shall include any shoulder reworking required for sod placement. Also includes trenching +/-1.5' on each side of existing road before limerock placement begins to achieve a 23' wide base. However, the first 750'

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT NUMBER 2015-09

SE MYRTIS ROAD - ROADWAY RECONSTRUCTION

shall be right side widening only and the remainder of the project shall be equally widened. All concrete/asphalt drives shall be saw cut and widened before trenching begins.

Item 8 Storm Pipe, RCP 30" – Remove existing pipe and replace at same elevation per FDOT Index 272. Pipe shall be backfilled with limerock from 1/2 diameter of the pipe to the top of subbase. Pipe length quantity includes 48 lf each x 2 runs measured from end of MES to end of MES.

Item 9 Concrete Mitered End Section, (Double) - Does not include cost of pipe.

Item 10 Borrow Material – Includes cost to deliver, spread, and compact suitable material as directed by the engineer.

Item 13 Painted Pavement Markings - Shall include stop bars at all stop conditions and centerline/edgeline striping (2 coats each). Match existing centerline configuration.

Item 15 Driveway Pavment – includes compacted subgrade, 6" limerock base and 165 lbs/sy SP 9.5

Item 16 Driveway CrossDrains – 15" x 21" BCCSP with concrete M.E.S at each end

ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO BOTH THE REQUIREMENTS OF THE LATEST FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE LATEST FDOT DESIGN STANDARDS.

ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS

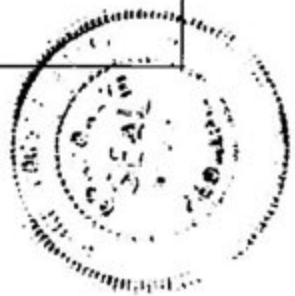
ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM

PROJECT TOTAL	\$ 547,393. ⁷⁵
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FIRM C A Boone Construction Inc (Seal)

BY  President

ATTEST Sherry Fout



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2015-09
SE MYRTIS ROAD - ROADWAY RECONSTRUCTION

BID PROPOSAL

THE UNDERSIGNED hereby propose to furnish all materials, labor, and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1 Mobilization	LS	1	\$ 50,400 ⁰⁰	\$ 50,400 ⁰⁰
2 Maintenance of Traffic	LS	1	\$ 34,630 ⁰⁰	\$ 34,630 ⁰⁰
3 Limerock, (4") Loose Measure	CY	1790	\$ 17.12	\$ 30,644.80
4 Mixing Exist. Pavement, (10")	SY	16115	\$ 1.52	\$ 24,494.80
5 Grading and Finishing	LS	1	\$109,320 ⁰⁰	\$109,320 ⁰⁰
6 Asphalt Concrete, SP 9.5, 110 lb/sy	TN	975	\$ 92.50	\$ 90,187.50
7 Asphalt Concrete, SP 12.5, 150 lb/sy	TN	1,330	\$ 93.96	\$ 124,966.80
8 Storm Pipe, RCP 30"	LF	96	\$ 165.00	\$ 15,840.00
9 Concrete Mitered End Section, (Double)	EA	2	\$ 1572.00	\$ 3,024.00
10 Borrow Material	CY	550	\$ 12.00	\$ 6,600 ⁰⁰
11 Sod, 42" Strip	SY	5,600	\$ 1.95	\$ 10,920 ⁰⁰
12 Seed & Mulch	LS	1	\$ 3310 ⁰⁰	\$ 3310 ⁰⁰
13 Painted Pavement Markings	LS	1	\$ 16,779 ⁰⁰	\$ 16,779.00
14 Staked Silt Fence, Type III	LF	600	\$ 1 ⁰⁰	\$ 600 ⁰⁰
15 Driveway Pavement	EA	36	\$ 1433 ⁰⁰	\$ 51,588 ⁰⁰
15 Driveway Side Drains	EA	30	\$ 2282 ⁰⁰	\$ 68,460 ⁰⁰
			TOTAL	\$641,764.90

PAY ITEM NOTES

Item 2 MOT - Includes all elements required for M.O.T. per FDOT standards and includes temporary centerline delineation and stop bars placed at all non working times.

Item 3 Limerock, (4") Loose Measure- shall include 4 inches limerock (loose measure) placed by a mechanical spreader before mixing begins.

Item 4 Mixing Exist. Pavement, (10") - Average depth shall be 10 inches and shall be achieved with a milling machine or engineer approved equivalent.

Item 5 Grading and Finishing- Includes all construction layout required (including stationing), mixing, shaping, compacting, finishing, and priming for placement of asphalt and shall include any shoulder reworking required for sod placement. Also includes trenching +/-1.5' on each side of existing road before limerock placement begins to achieve a 23' wide base. However, the first 750'

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2015-09
SE MYRTIS ROAD - ROADWAY RECONSTRUCTION**

shall be right side widening only and the remainder of the project shall be equally widened. All concrete/asphalt drives shall be saw cut and widened before trenching begins.

Item 8 Storm Pipe, RCP 30" – Remove existing pipe and replace at same elevation per FDOT Index 272. Pipe shall be backfilled with limerock from ½ diameter of the pipe to the top of subbase. Pipe length quantity includes 48 lf each x 2 runs measured from end of MES to end of MES.

Item 9 Concrete Mitered End Section, (Double) - Does not include cost of pipe.

Item 10 Borrow Material – Includes cost to deliver, spread, and compact suitable material as directed by the engineer.

Item 13 Painted Pavement Markings - Shall include stop bars at all stop conditions and centerline/edgeline striping (2 coats each). Match existing centerline configuration.

Item 15 Driveway Pavment – includes compacted subgrade, 6" limerock base and 165 lbs/sy SP 9.5

Item 16 Driveway CrossDrains – 15" x 21" BCCSP with concrete M.E.S at each end

ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO BOTH THE REQUIREMENTS OF THE LATEST FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE LATEST FDOT DESIGN STANDARDS.

**ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS
ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM**

PROJECT TOTAL	\$ 641,764.90
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FIRM John Hipp Construction (Seal)

BY [Signature]
V. President

ATTEST [Signature]

**John C. Hipp
Construction Equipment Co., Inc.
455 SW MARYNICK DR.
HIGH SPRINGS, FL 32643**

Columbia County

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2015-09
SE MYRTIS ROAD - ROADWAY RECONSTRUCTION

BID PROPOSAL

THE UNDERSIGNED hereby propose to furnish all materials, labor, and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 51,574.95	\$ 51,574.95
2	Maintenance of Traffic	LS	1	\$ 43,372.57	\$ 43,372.57
3	Limerock, (4") Loose Measure	CY	1790	\$ 30.20	\$ 54,058.00
4	Mixing Exist. Pavement, (10")	SY	16115	\$ 1.18	\$ 19,015.70
5	Grading and Finishing	LS	1	\$ 44,283.39	\$ 44,283.39
6	Asphalt Concrete, SP 9.5, 110 lb/sy	TN	975	\$ 90.85	\$ 88,578.75
7	Asphalt Concrete, SP 12.5, 150 lb/sy	TN	1,330	\$ 86.60	\$ 115,178.00
8	Storm Pipe, RCP 30"	LF	96	\$ 102.44	\$ 9,834.24
9	Concrete Mitered End Section, (Double)	EA	2	\$ 3,084.26	\$ 6,168.52
10	Borrow Material	CY	550	\$ 15.86	\$ 8,723.00
11	Sod, 42" Strip	SY	5,600	\$ 2.33	\$ 13,048.00
12	Seed & Mulch	LS	1	\$ 3,154.21	\$ 3,154.21
13	Painted Pavement Markings	LS	1	\$ 18,269.15	\$ 18,269.15
14	Staked Silt Fence, Type III	LF	600	\$ 2.17	\$ 1,302.00
15	Driveway Pavement	EA	36	\$ 1,779.54	\$ 64,063.44
15	Driveway Side Drains	EA	30	\$ 2,284.04	\$ 68,521.20
TOTAL					\$ 609,145.12

PAY ITEM NOTES

Item 2 MOT - Includes all elements required for M.O.T. per FDOT standards and includes temporary centerline delineation and stop bars placed at all non working times.

Item 3 Limerock, (4") Loose Measure- shall include 4 inches limerock (loose measure) placed by a mechanical spreader before mixing begins.

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2015-09
SE MYRTIS ROAD - ROADWAY RECONSTRUCTION

shall be right side widening only and the remainder of the project shall be equally widened. All concrete/asphalt drives shall be saw cut and widened before trenching begins.

Item 8 Storm Pipe, RCP 30" – Remove existing pipe and replace at same elevation per FDOT Index 272. Pipe shall be backfilled with limerock from ½ diameter of the pipe to the top of subbase. Pipe length quantity includes 48 lf each x 2 runs measured from end of MES to end of MES.

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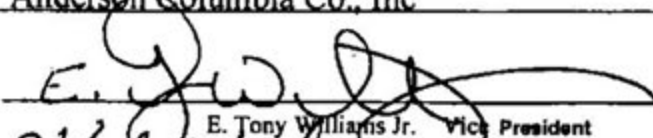
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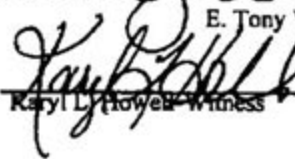
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ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM

PROJECT TOTAL	\$ 609,145.12
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FIRM Anderson Columbia Co., Inc (Seal)

BY 
 E. Tony Williams Jr. Vice President

ATTEST 
 Raryl L. Howell Witness

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2015-09
SE MYRTIS ROAD - ROADWAY RECONSTRUCTION

BID PROPOSAL

THE UNDERSIGNED hereby propose to furnish all materials, labor, and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$48,000	\$48,000
2	Maintenance of Traffic	LS	1	\$24,000	\$24,000
3	Limerock, (4") Loose Measure	CY	1790	\$24.75	\$44,302.50
4	Mixing Exist. Pavement, (10")	SY	16115	\$2.75	\$44,316.25
5	Grading and Finishing	LS	1	\$35,000	\$35,000
6	Asphalt Concrete, SP 9.5, 110 lb/sy	TN	975	\$110.00	\$107,250
7	Asphalt Concrete, SP 12.5, 150 lb/sy	TN	1,330	\$110.00	\$146,300
8	Storm Pipe, RCP 30"	LF	96	\$190.00	\$18,240
9	Concrete Mitered End Section, (Double)	EA	2	\$4,200	\$8,400
10	Borrow Material	CY	550	\$10.50	\$5,775
11	Sod, 42" Strip	SY	5,600	\$3.00	\$16,800
12	Seed & Mulch	LS	1	\$4,500	\$4,500
13	Painted Pavement Markings	LS	1	\$20,000	\$20,000
14	Staked Silt Fence, Type III	LF	600	\$3.00	\$1,800
15	Driveway Pavement	EA	36	\$2,800	\$100,800
15	Driveway Side Drains	EA	30	\$3,800	\$114,000
				TOTAL	\$739,483.75

PAY ITEM NOTES

Item 2 MOT - Includes all elements required for M.O.T. per FDOT standards and includes temporary centerline delineation and stop bars placed at all non working times.

Item 3 Limerock, (4") Loose Measure- shall include 4 inches limerock (loose measure) placed by a mechanical spreader before mixing begins.

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2015-09
SE MYRTIS ROAD - ROADWAY RECONSTRUCTION

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Item 8 Storm Pipe, RCP 30" – Remove existing pipe and replace at same elevation per FDOT Index 272. Pipe shall be backfilled with limerock from ½ diameter of the pipe to the top of subbase. Pipe length quantity includes 48 lf each x 2 runs measured from end of MES to end of MES.

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Item 15 Driveway Pavment – includes compacted subgrade, 6" limerock base and 165 lbs/sy SP 9.5

Item 16 Driveway CrossDrains – 15" x 21" BCCSP with concrete M.E.S at each end

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ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS

ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM

PROJECT TOTAL	\$ 739,483.75
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FIRM

Curt's Construction, Inc.

(Seal)

BY

Curt's Haynes
President

ATTEST

Dana Haynes

COLUMBIA COUNTY, FLORIDA

ROADWAY CONSTRUCTION CONTRACT

SE MYRTIS ROAD

Roadway Reconstruction

THIS AGREEMENT is entered in and effective as of the ____ day of _____, 2015, by and between **COLUMBIA COUNTY, FLORIDA**, (“County”), with its principal place of business located at 135 NE Hernando Avenue, Lake City, Florida 32055, and its mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, **AND, ANDERSON COLUMBIA CO. INC.**, a Florida corporation, (“Contractor”), whose mailing address is 817 NW Guerdon Street, Lake City, FL 32055, its successors and assigns.

WHEREAS, County has accepted the bid proposal of Contractor for the Roadway Reconstruction of **SE Myrtis Road - Roadway Reconstruction**, Columbia County Project No. 2015-09 (herein “the project”); and

WHEREAS, the parties wish to memorialize the County’s acceptance of Contractor’s bid, and the specific terms and conditions of the agreement between the parties as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and the mutual covenants, rights and responsibilities set forth herein as well as other good and valuable consideration which the parties acknowledge, they agree as follows:

1. **RECITALS**: The recitals set forth herein are true and correct.
2. **SCOPE OF WORK**: Contractor agrees with County, for the consideration herein mentioned, and at its own proper cost and expense, to do all the work and furnish all materials, equipment, supplies and labor necessary to carry out this agreement in the manner and to the full extent as set forth in the Project Bid, specifications, proposal and the accompanying plans, and the notes as attached to plans, all of which are hereby adopted and to the satisfaction of the duly authorized representative of the County who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under the agreement.

3. **CONTRACT PRICE:** The County agrees to pay Contractor for the strict performance of its work as described herein the total sum of **SIX HUNDRED, NINE-THOUSAND, ONE-HUNDRED, FORTY-FIVE AND 12/100. (\$609,145.12) DOLLARS** as provided in Contractor's bid proposal to County. This sum shall include all permits, fees, inspection costs and other taxes required by any division of the federal, state or local government, subject to addition and deductions for changes in the work as may be agreed upon, in writing, between the parties. Payment of the total sum shall be made in accordance with the Project Bid and documents.

4. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and shall, at its sole cost and expenses and without increase in the contract price, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the work. Contractor shall have sole responsibility for the means and methods of performing the work required under this agreement. Contractor shall be responsible for securing timely inspections and approvals of its work from all such authorities and as required by the contract documents. Contractor shall obtain and pay for all necessary permits and licenses, including business licenses; pay all fees, manufacturer's taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment or disability insurance, which are measured by wages, salaries, or other remunerations paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations. Contractor shall maintain proof that it has complied with all aspects of the foregoing provision and shall make such proof available for review by the County at County's request.

5. **INSPECTION AND TESTING:** All work and materials shall be subject to inspection and approval by the County or its designee or other representative. Approval by the County of work, materials and other items inspected or reviewed shall not relieve Contractor of responsibility of complying with the terms and conditions of this agreement.

6. **DEVIATIONS AND SUBSTITUTIONS:** Contractor shall not deviate from the plans and specifications for the project without the prior written consent of the County or its representative. Contractor shall identify any variations from specifications on any specific items. Failure to identify any variations shall be interpreted to mean that the equipment, fixture or material meets all of the requirements of the specifications. Any additional costs to the County as a result of such changes or substitutions or the selection of options or alternates shall be borne by Contractor who shall indemnify and hold the County harmless from claims for additional costs.

7. **TIME IS OF THE ESSENCE:** Contractor shall initiate its work when directed to proceed by the County and shall thereafter proceed and complete performance of the work promptly, diligently and in such a manner and sequence as to permit completion of the project within the time provided by the agreement, including the specifications.

Time is of the essence in the performance of the obligations of Contractor, and should Contractor in any way cause delay resulting in loss or damage to the County or any loss or damage for which the County may become liable, Contractor and its surety, if any, shall be liable for such and shall indemnify and hold the County harmless therefrom to the fullest extent permitted by law.

8. **TIME EXTENSION:** Should Contractor's performance of this agreement be delayed or disrupted by any acts of the County or other subcontractors of the County, or force majeure, or

availability of materials as approved by the County representative, Contractor may receive an equitable extension of time for the performance of this agreement but shall not be entitled to any increase in the agreement price or to damages or additional compensation as a consequence of such delays or interruptions.

9. **PAYMENT TERMS:**

a. Based upon applications for payment submitted to the County and certificates of payment issued by Contractor, subject to verification thereof by County and its representatives, the County shall make progress payments on account of the contract sum to Contractor as provided herein and elsewhere in the project documents. Application for payment shall be on a form approved by the County or its project representative which will include a breakdown showing the value of each phase of work in relation to the total contract price and include the date of the application.

b. The terms of each payment shall be net 30 days from receipt of the application for payment approved by the County's representative. Each application for payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the application for payment. Payments of invoices timely submitted and approved will be monthly. The County shall be entitled to a 10% retainage, and final payment shall not be due until Contractor has submitted and filed its contractor's affidavit that all subcontractors and suppliers of labor and materials or services to the project have been paid in full. Lien releases shall be obtained from any subcontractor or supplier which have provided notice to the County.

c. Upon receipt of payment from the County for work performed by Contractor, Contractor shall in turn and in the same manner make payment to its suppliers and subcontractors upon payment to Contractor for work performed and materials furnished by said suppliers and subcontractors and to the extent of their respective interests therein. All material and work covered by payments shall become the property of the County, but this provision shall not relieve Contractor from the sole responsibility for all work and material upon which payments have been made. Contractor agrees that as a condition precedent to receiving partial payments from the County for work performed pursuant to this agreement, Contractor shall execute and deliver to County with its request for partial payment as above provided, a full and complete release of all claims and causes of action Contractor may have or claim to have against County through the date of execution of said release, save and except for those claims which Contractor shall specifically list on said release and described in a manner sufficient for the County to identify such claim or claims with certainty.

10. **RETENTION:** Notwithstanding any all provision of this agreement, it is agreed that the County shall retain 10% of the amount due Contractor as progress payments or under partial payment estimates for work performed by Contractor until final completion and acceptance of Contractor's work by the County.

11. **GROUNDS FOR WITHHOLDING PAYMENT/NOTIFICATION:**
The County may withhold from progress payments an amount sufficient to protect the County because:

- a. Defective work has not been remedied.
- b. Claims, levies, attachments, stop notices or court orders have been filed or reasonable evidence indicates probable filing of such claims, levies, attachments, notices or orders, including claims covered by insurance until such claims are accepted by the insurance carrier.
- c. It is alleged that Contractor has failed to make payments properly to its subcontractors or for labor, materials or equipment, transportation or shipping costs, taxes, fees or any other claims arising out of Contractor's work or Contractor fails or refuses to produce proof requested by the County that such payments have been made.
- d. There exists reasonable doubt that Contractor's work can be completed for the unpaid balance of the contract price.
- e. There exists reasonable doubt that Contractor's work will be completed on schedule or in compliance with the schedule.
- f. Contractor is not satisfactorily prosecuting the work of this agreement.
- g. A petition for bankruptcy or reorganization has been filed by or against Contractor.
- h. Any other material breach of this agreement by Contractor which has not been cured after reasonable notice from the County thereof.

Amounts as are then due shall be paid or credited to Contractor when Contractor removes the above grounds for withholding payment.

12. **JOINT PAYMENT:** The County reserves the right to issue joint checks to Contractor and its material suppliers, subcontractors, labor unions, equipment suppliers, etc., if, in the County's sole judgment, it is necessary to do so to ensure payment to the above named parties or if above named parties have filed a notice of nonpayment, lien or intent to lien, stop notice, etc.

13. **CONDITIONS PRECEDENT TO FINAL PAYMENT:** All conditions of this contract which apply to partial payments shall also apply to final payments. Request for final payment must, if requested by County, be accompanied by written release of the County of all claims arising by virtue of this contract and an affidavit by Contractor that all labor, material and other bills have been paid. Final payment by the County shall not be construed as acceptance of defective work or improper materials. County, in its sole discretion, may require a consent of surety with power of attorney from Contractor's surety consenting to final payment, and shall be conditions precedent to the making of final payment by the County to Contractor.

14. **PAYMENT AND PERFORMANCE GUARANTEES:**

- a. As a condition precedent to the award of this contract agreement to Contractor by

County, Contractor shall maintain in full force and effect during the term of agreement a good, sufficient and acceptable 100% performance bond and a 100% payment bond on a form approved by the County, written by a surety company acceptable to the County. The cost of the bond required herein is included in the contract price.

b. No change, alteration or modification in or deviations from this agreement or the contract documents shall release or exonerate in whole or in part any surety on any bond given in connection with this agreement. The County shall not be under any obligation to notify the Surety or Sureties of any such change. Any increase in the contract amount shall automatically result in a corresponding increase in the penal amount of the bonds without notice to or consent from the Surety, such notice and consent being hereby waived. Decreases in the contract amount shall not, however, reduce the penal amount of the bonds unless specifically provided in said change order increasing or decreasing the scope of work.

15. **INSURANCE**: Contractor shall purchase and maintain such insurance as will protect it and County from the claims set forth below which may arise out of or result from Contractor's operations under this agreement whether such operations be by Contractor or by anyone directly or indirectly employed by Contractor, including Contractor's subcontractors, or by anyone for by whose acts any of them may be liable:

a. Claims under workers' compensation as required by state law, disability benefit and other similar employee benefit acts which are applicable to the work to be performed. Contractor will require all his subcontractors to have and provide proof of workers' compensation insurance.

b. Claims for damages, other than to the work itself, because of injury to or destruction to tangible property including loss of use thereof.

c. Claims for damages because of bodily injury or death or any personal property damage arising out of the ownership, maintenance or use of any motor vehicle.

d. Commercial general liability insurance.

Before starting the work, Contractor shall furnish a Certificate of Insurance on Contractor's insurance carrier's standard form, and, if requested by the County, copies of, all insurance policies in duplicate to the County office. All policies are to be written through a company duly authorized to transact that class of insurance in the State of Florida, and shall be with insurance companies acceptable to the County. The workers' compensation and employer's liability policies shall contain waivers of subrogation in favor of the County. The Certificates of Insurance and policies for the commercial general liability and business automobile liability policies shall name the County as additional insured, shall be endorsed to be primary and noncontributory to any insurance which may be maintained by or on behalf of Contractor; shall be on an "occurrence" basis and shall include "Limits Apply Per Project" with respect to the commercial general liability coverages. Contractor's certificate shall further provide that insurance will not be canceled or changed prior to at least thirty (30) days' written notice to County.

Commercial general and automobile liability insurance as required herein shall be written for not less than the following limits of liability or as required by the bid documents, whichever is greater:

- e. Commercial general liability \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- f. Commercial automobile coverage shall include \$2,000,000 bodily injury each/person occurrence, and property damage aggregate for this project, combined single limits.
- g. Umbrella excess liability each occurrence and aggregate \$5,000,000.

16. **INDEMNIFICATION:**

a. To the fullest extent permitted by law, Contractor and its surety covenant and agree to indemnify and hold County harmless of and from any and all claims, losses, demands, causes of action and the like, including but not limited to, attorneys' fees and court costs which may be asserted against County by anyone other than Contractor, resulting from, arising out of, or occurring in connection with the failure of Contractor or supplier of Contractor to perform all work required within the scope of this agreement in strict accordance with the contract documents.

b. To the full extent permitted by law, Contractor hereby agrees to defend and indemnify, protect and hold harmless County, its agents, employees, servants and sureties (individually the "Indemnified Party" and collectively the "Indemnified Parties") of and from any loss or damage and to reimburse the Indemnified Parties for any and all expenses, including legal fees, expert witness fees and other litigation costs to which the Indemnified Parties may be put because of:

(1) the liability for claims and liens for labor performed or materials used or furnished through or under Contractor for the project for which Contractor is liable due to any failure of Contractor to adhere to the terms of this agreement or any of the contract documents;

(2) liability to County resulting from Contractor's failure to comply with applicable licensing requirements;

(3) any personal injury, loss, damage or death to any person or persons (including employees, officers or agents of County, Contractor and lower tier subcontractors) and any property damage arising out of, result from, or in connection with the performance or non performance of work required in this contract or by reason of any act, omission, fault or negligence whether active or passive of Contractor whether on the project or proceeding to or from the site, including, without limitation, any personal injury, loss, damage, death or property damage caused (or alleged to be caused) by any negligent or grossly negligent act, error or omission of any person or entity, including any Indemnified Party whether such Indemnified Party's or the person's or

entity's negligence be joint or concurrent however, Contractor shall not be required to indemnify an Indemnified Party for that party's sole negligence; or

(4) liability imposed upon County directly or indirectly by Contractor's failure or the failure of any of its employees to comply with any law, ordinance, rule, regulation or requirement, including, but not limited to, any Occupational Safety and Health Administration violations and any penalties, including enhancements, resulting in whole or in part by subcontractor's acts or omissions as well as the Immigration Reform and Control Act of 1986 and all rules and regulations adopted pursuant thereto.

c. To the fullest extent permitted by law, in addition to the express duty to indemnify County when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend County as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of County is maintained by the County or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by County (claims).

d. Neither final payment by County nor acceptance of the work performed by Contractor shall constitute a waiver of the foregoing indemnities and duty to defend, and notwithstanding any other provision contained in this contract agreement, the provisions of this Article shall survive the termination of the contract agreement for any reason whatsoever.

17. **WARRANTIES AND GUARANTEES:** Unless a longer period is provided in the contract documents, or by law, Contractor shall repair or replace at its own expense and at the convenience of County, any defects in workmanship or materials discovered within one year from the date of written acceptance of the work by County and its representative. Contractor and its surety shall remain liable to County for any defects or alleged defects, whether patent or latent, in materials or workmanship attributable to or caused by Contractor's work was not performed in accordance with the contract documents, such liability and responsibility to remain for so long a period of time as permitted by law.

In any event Contractor and/or its surety shall pay for all damage to the project resulting from defects in the work and expenses necessary to remove, replace and/or repair the work and any other work which may be damaged in removing or repairing the work.

18. **ACCESS TO BOOKS AND RECORDS:**

a. Contractor shall permit access to its books, records and accounts by representatives of the County for purposes of investigation to ascertain compliance with this

agreement when reasonably necessary. In the event of Contractor's noncompliance with the equal employment opportunity laws, this contract may be terminated for default.

b. Records of costs incurred and payments made under the terms of this agreement shall be maintained by Contractor and made available upon request to County at all times during the term of this agreement and for five (5) years after final payment is made. Copies of these documents and records shall be forwarded to the County upon request. Records of costs incurred include County's general accounting records and the project records, together with supporting documents and records of second party and all subcontractors performing work on the project, and all other records of Contractor and subcontractors which may be necessary for audit purposes and public records required by Chapter 119, Florida Statutes. Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this agreement. Such records shall be maintained by Contractor for a minimum of five (5) years after final payment is made under this agreement.

19. **CHANGES AND EXTRA WORK:** Contractor recognizes that the County or its authorized representative shall be the binding and final authority on the interpretation of the plans and specifications. Contractor shall be bound by all interpretations of the County or its authorized representative.

(a) The County may at any time, unilaterally or by agreement with Contractor, without notice to the sureties make changes in the work covered by this agreement. Any mutual agreement must be agreed upon in writing signed by the parties.

(b) When the County requests a proposal, Contractor shall submit change order proposals within seven (7) calendar days, unless a shorter time is specified elsewhere in the Agreement, in a form acceptable to the County. The quotation shall be supported by a cost breakdown which shall include a quantity survey, unit prices and unit labor hours, markup for overhead and profit and other information as requested by County.

(c) Upon written direction by the County, Contractor specifically stating that an equitable adjustment in contractor price will be made, Contractor shall proceed with specified extra work or changes so as not to delay the work. Contractor shall submit an estimate for the extra work or changes within seven (7) calendar days, unless a shorter time is specified elsewhere in the Agreement, of receipt of the directive.

(d) Unless otherwise stated in the Contract Documents, the sum to be paid to Contractor, including for its combined overhead and profit for additive changes shall be the cost of the change.

20. **CONTRACTOR/COUNTY DISPUTES:** In the event of any dispute involving the work performed or to be performed, County shall issue a written decision or written directive which shall be followed by Contractor, without interruption, deficiency, or delay. If Contractor does not agree with such decision, Contractor may make a claim pursuant hereto and the matter shall be resolved as set forth below.

a. Under this contract, Contractor shall not have the right to compensation to satisfy any claim for additional compensation or costs incurred as a result of costs, liabilities, or debts of any kind whatever from any act or omission attributable to County unless Contractor has provided notice to the County or its representative within 10 days after Contractor learns of the event giving rise to the claim allowing County a reasonable time to cure any act or omission giving rise to the claim, and County determining that a claim for such additional compensation or costs exist, and if reasonably possible the detail claim therefor.

b. Notwithstanding anything in the contract documents to the contrary, County, Contractor and Contractor's surety agree that all claims, disputes and other matters in controversy between County and Contractor arising out of or relating to the contract or the breach thereof unless otherwise mutually agreed by the parties, shall be submitted through litigation to the appropriate forum in Columbia County, Florida, determination in accordance with the laws of the State of Florida. Columbia County, Florida shall be the sole and exclusive venue for any such dispute resolution or legal action.

c. Unless otherwise agreed in writing by the parties, Contractor shall carry on the work and maintain its progress during any litigation or mediation proceedings and County shall continue to make payments to Contractor in accordance with the contract documents.

21. DEFAULT AND TERMINATION:

a. **Termination for Cause:** If, in the opinion of County or its representative, Contractor at any time refuses or neglects to supply a sufficiency of skilled workmen or materials of the proper quality and quantity, or fails in any respect to prosecute the work with promptness and diligence, or causes by any actor omission the stoppage or delay of or interference with the work of any other contractors on the project, or fails in the performance of any of the agreements on its part contained herein, County shall be at liberty, if Contractor has failed to cure such default within three days' following written notice to Contractor, mailed or delivered to the last known address of the latter, to provide through itself or through others, any such labor or materials, and to deduct the cost thereof from any money due or thereafter to become due to Contractor under this Agreement, and County shall also be at liberty to terminate all or part of Contractor' right to proceed with the said work and to enter on the premises and take possession, for the purpose of completing the work included in this agreement, of all materials thereon, and to employ any other person or persons to finish the work, and to provide materials therefor. Contractor shall not be entitled to receive any further payment under this agreement until the said work shall be wholly finished. If the unpaid balance of the amount to be paid under this agreement shall exceed the expense incurred by County in finishing the said work, such excess shall be paid by the County to Contractor; but if such expense shall exceed such unpaid balance, then Contractor shall pay the difference to County. The expense incurred by County shall include the cost of furnishing materials and of finishing the work, and any damage incurred through the default of Contractor.

It is recognized that if Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate Contractor's performance of this agreement. Accordingly, it is agreed that upon the occurrence of such event, County shall be entitled to request of Contractor or its successor in interest adequate assurance of

future performance in accordance with the terms and conditions hereof. Failure to comply with such request within ten (10) days of delivery of the request shall entitle County to terminate this Agreement and to the accompanying rights set forth above. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, County shall be entitled to proceed with the work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the contract sum hereof.

In the event Contractor is terminated by County for any reason, Contractor agrees that any and all subcontracts or purchase orders which may have covering the work which is the subject of this agreement may, at County's option, be fully assigned by Contractor to County upon written notice to such subcontractors and vendors by County; and Contractor shall include in such subcontracts and purchase orders appropriate language to such effect.

b. **Other Remedies for Default Other Than Termination:** Should Contractor (a) fail to correct, replace and/or re-execute faulty or defective work and/or materials furnished under the contract; (b) fail to complete or diligently proceed with this contract within the time required by County; (c) fails to correct or repair any damage to the work caused by Contractor, or those for whom it is responsible, or by virtue of Contractor's failure to protect its work; (d) refuse or fail to provide sufficient properly skilled workers, adequate supervision or materials; or (e) otherwise be in default of any provision of this contract or the contract documents, then County, upon three (3) days prior written notice to Contractor, shall have the right to correct, replace or otherwise remedy any such defects, deficiencies or delayed performance by any reasonable and expedient means, including taking over or supplementing Contractor's work and materials and employing such additional labor, equipment and materials as may be necessary to cure the default and achieve compliance with the contract and the contract documents. In such event, County may deduct and withhold from payments then or thereafter to become due Contractor the cost of correcting such deficiencies, plus overhead of fifteen percent (15%) to cover costs not readily ascertainable and not as a penalty. If payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall promptly pay the difference to the County.

c. **Remedies Cumulative:** No right or remedy in this contract is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative and shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

22. **MISCELLANEOUS:**

a. **Legal fees:** If one party to this Agreement institutes litigation or mediation with the other party, arising out of the terms and conditions of this agreement, or performance under this agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and consultant's fees. The parties agree that the fee award need not be computed in accordance with any court schedule, but shall be such as to fully reimburse all fees actually incurred in good faith, it being the intention of the parties to fully compensate for all fees paid or incurred in good faith. The prevailing party is that party receiving substantially the relief sought, whether by way of settlement, award or judgment.

b. **Notices:** All notices, consents, requests or other communications hereunder

shall be in writing, unless otherwise expressly provided to the contrary and shall be deemed to have been made or given when mailed, delivered, telegraphed or transmitted as electronic facsimile to the other party at the address noted in the Contract. Either party may designate a different address by notice given to the other.

c. Severability: If any clause or provision of the contract documents should be determined to be illegal, invalid or unenforceable under present or future laws effective during the term of the contract, then and in that event, it is the express intention of the parties hereto that the remainder of the contract documents shall not be affected thereby, and it is also the express intention of the parties that in lieu of each clause or provision of the contract documents which may be determined to be illegal, invalid or unenforceable, there may be added as part of the contract documents a clause or provision as similar in terms of such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

d. Non-Waiver: No action or failure to act, delay or omission by County to exercise any right or remedy shall impair such right or remedy or any other right or remedy or be construed to be a waiver of any default or acquiescence therein.

e. Right of Assignment: This Contract and the proceeds from this contract shall not be assigned without the written consent of County, and if applicable, Contractor's surety.

f. Information Required by Owner: In addition to the information to be provided by Contractor pursuant to other provisions of this contract, Contractor hereby agrees to provide, at no additional cost to County, and in a prompt and timely fashion so as not to disrupt the performance of this contract, any and all additional information relating to this contract which is required either by the contract documents or by law.

g. Venue: This contract shall be governed in accordance with the laws of the State of Florida and the state courts of Columbia County, Florida shall be the proper and sole venue for any legal action regarding this contract.

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

Signed, sealed and delivered
in the presence of:

COLUMBIA COUNTY, FLORIDA

By

Witness

Rusty Depratter, Chairman
Board of County Commissioners

Print or type name

ATTEST:

Witness

P. DeWitt Cason, Clerk o Court

Print or type name

(SEAL)

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Rusty Depratter, as Chairman, of the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, on behalf of the Board, who is personally known to me.

Notary Public, State of Florida

(NOTARIAL SEAL)

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

Anderson Columbia Co., Inc.

Witness

By

Print or type name

Print

Title

Witness

Print or type name

(COMPANY SEAL)

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as the _____ of **ANDERSON COLUMBIA CO., INC.**, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced a Florida driver's license as identification.

(NOTARIAL SEAL)

Notary Public, State of Florida

My Commission Expires: _____

BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY



AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 8/7/15

Meeting Date: 8/20/15

Name: Ray Hill

Department: Purchasing

Division Manager's Signature: *Ray Hill*

1. Nature and purpose of agenda item: Approval of Contract with Cintas for Uniform Services

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. Various

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item [] Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Everett Phillips
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: 8/7/15

To: Board of Commissioners

From: Ray Hill, Purchasing Director

RE: Uniform and Floor Mat Rental

On October 1, 2011 Columbia County entered into a Contract with Unifirst Corporation to provide uniform services. The original term of the contract was for three (3) years with the ability to renew annually for two (2) more years. We are currently nearing the expiration of the first renewal period.

I have recently been informed that Unifirst will implement an across the board price increase beginning August 20, 2015. I have researched the market place and have found a uniform service contract solicited and negotiated thru U. S Communities, a national government purchasing cooperative, with Cintas the largest uniform services company in the United States. This contract provides very similar pricing to our current contract while providing a wider variety of options to our employees.

I am therefore requesting we enter into a contract with Cintas thru U. S. Communities to provide uniform services beginning October 1, 2015.

BOARD MEETS FIRST THURSDAY AT 5:30 P.M.
AND THIRD THURSDAY AT 5:30 P.M.



Location No. _____

Contract No. _____

Customer No. _____

Date _____

FACILITIES SOLUTIONS AGREEMENT

Customer/Participating Agency Columbia County Board of County Commissioners Phone _____

Address 135 NE Hernando Ave City Lake City State FL Zip 32055

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
<i>See Addendum for Pricing</i>		

- This agreement is effective as of the date of execution of this document through _____. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
 - Name Emblem \$ 1.00 ea • Company Emblem \$ 2.00 ea
 - Customer Emblem \$ 2.99 ea • Embroidery \$ _____ ea
 - COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
 - Credit Terms - Charge Payments due 10 Days After End of Month
 - Automatic Lost Replacement Charge: Item Shop Towels % of Inventory 15 \$.40 Ea.
 - Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
 - Minimum Charge \$ 35.00 per delivery.
 - Make-Up charge \$ 1.50 per garment.
 - Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$.15 per garment.
 - Seasonal Sleeve Change \$ N/A per garment.
 - Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
 - Shop towel container \$ _____ per week.
 - Artwork Charge for Logo Mat \$ 0
 - Uniform Storage Lockers: \$ 3.50 ea/week, Laundry Lock-up: \$ _____ ea/week Shipping: \$ _____
 - Service Charge \$ 0 per delivery.
- This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 15.00 per garment will be assessed for employees size changed within 4 weeks of installation.
 - Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
<i>See Addendum for Pricing</i>					

*Indicated bundled items/services

Initial and check box if Unlease. All Garments will be cleaned by customer

Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control customer.

Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 148 CUSTOMER: _____ Please Sign Name

By: [Signature] Please Print Name

Title: Sales Professional Please Print Title

Accepted-GM: _____ Email

US Communities Participating Public Agencies Terms

1. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Harford County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at www.uscommunities.org

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Garments' Lack of Flame Retardant Or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
6. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
7. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
8. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
9. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
10. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
11. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
12. **Indemnification** To the fullest extent permitted by law, Contractor agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Contractor under this Contract, but only to the extent of Contractor's negligence.
13. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, for non-payment by Customer will pay to Company, as liquidated damages and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as liquidated damages equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as liquidated damages equal to 23 weeks of rental service.

If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Jacket (Hi-Visibility-With Liner)	PURCHASE ONLY-60926		\$ -	\$ 85.99
Coveralls (Poly Cotton Blend)-Per Coverall	912	\$ 0.21	\$ 0.30	\$ 29.50
Coveralls (Cotton)-Per Coverall	910	\$ 0.29	\$ 0.41	\$ 40.50
Coveralls (Insulated)-Per Coverall	914	\$ 0.54	\$ 0.75	\$ 72.99
Coveralls (FR)-Per Coverall	82302	\$ 0.55	\$ 0.77	\$ 79.00
FR Shirts (per shirt)	60694	\$ 0.27	\$ 0.38	\$ 42.00
FR Pants (per pant)	70644	\$ 0.27	\$ 0.38	\$ 39.00
Lab Coats (per coat)	0.925	\$ 0.17	\$ 0.24	\$ 29.50
Smocks	833	\$ 0.12	\$ 0.16	\$ 13.00
Soiled Hamper	N/A		\$ -	\$ -
Emblem	N/A		Cost	N/A
Make Up Charge-waived on initial installation and for the first 30 days of service.	N/A		\$ 1.50	N/A
Name Tag	N/A		\$ 1.50	N/A
Delivery Fee	N/A		\$ -	\$ -
Size Premium	Price Per Garment		\$ 0.15	\$ -
Lockers			\$ 3.50	\$ -

Please note that all pricing given is based upon the per piece rental/lease price reflecting the investment new garments in a public agency uniform program. Public agencies willing to utilize existing garment inventory w/o the requirement of new garments may realize lower pricing.

Item Description	US Communities	
	Price	LR Value
3x5 Treadlock Mat	\$ 5.18	\$ 105.00
4x6 Treadlock Mat	\$ 5.63	\$ 139.00
3x10 Treadlock Mat	\$ 7.81	\$ 210.00
	\$ -	
3X5 SPRING STEP	\$ 2.63	\$ 65.00
3X5 SAFETY MAT	\$ 3.65	\$ 65.00
3X5 COFFEE MAT	\$ 3.65	\$ 65.00
4X6 LOGO MAT (requires buyback)	\$ 6.68	\$ 180.00
3X10 LOGO MAT (requires buyback)	\$ 8.30	\$ 225.00
24' MOP FRAME	NA	\$ 10.00
36" MOP FRAME	NA	\$ 10.00
48" MOP FRAME	NA	\$ 10.00
60" MOP FRAME	NA	\$ 10.00
WOOD DUST MOP HANDLE	NA	\$ 10.00
24OZ SYNTH WET MOP	\$ 1.82	\$ 15.00
WOOD WET MOP HANDLE	NA	\$ 10.00
12" MICROFB MOP FRAME	NA	\$ 9.50
20" MICROFB MOP FRAME	NA	\$ 10.00
36" MICROFBR MOP	\$ 0.57	\$ 12.00
36" MICROFB MOP FRAME	NA	\$ 15.00
MICROFBR MOP CONTAIN	\$ 13.50	\$ 90.00
12"x12" MICROFIBER WIPER (BLUE)	\$ 0.16	\$ 2.40
12"x12" MICROFIBER WIPER (Orange)	\$ 0.16	\$ 2.40
16" x 16" MICROFIBER WIPER (WHITE)	\$ 0.16	\$ 1.30
MICROFIBER TUBE MOP	\$ 2.25	\$ 20.00
ALCOHOL FOAM SANITIZER SERVICE - 1000 ml	\$ 4.95	\$ 25.00
ALCOHOL FOAM SANITIZER REFILL - 1000 ml	NA	NA
HEAVY DUTY SOAP SCRUB SERVICE - 1000 ml	\$ 2.32	\$ 25.00
HEAVY DUTY SOAP SCRUB REFILL - 1000 ml	NA	NA
ANTIBACTERIAL FOAM SOAP SERVICE - 800 ml	\$ 2.22	\$ 25.00
ANTIBACTERIAL FOAM SOAP REFILL - 800 ml	NA	NA
MOISTURIZING SOAP SERVICE - 1000 ml	\$ 1.78	\$ 25.00
MOISTURIZING SOAP REFILL - 1000 ml	NA	NA
PAINT REMOVER HAND SCRUB SERVICE - 1000 ml	\$ 2.97	\$ 25.00
PAINT REMOVER HAND SCRUB REFILL - 1000 ml	NA	NA
ANTIBACTERIAL GEL SOAP SERVICE (FOOD SVC) - 1000 ml	\$ 1.78	\$ 25.00
ANTIBACTERIAL GEL SOAP REFILL (FOOD SVC) - 1000 ml	NA	NA
HAIR & BODY WASH SERVICE - 1000 ml	\$ 2.00	\$ 25.00
HAIR & BODY WASH REFILL - 1000 ml	NA	NA
INSTANT HAND SANITIZER SERVICE - 1000 ml	\$ 2.75	\$ 25.00
INSTANT HAND SANITIZER REFILL - 1000 ml	NA	NA
ANTIBACTERIAL SPRAY SOAP SERVICE - 800 ml	\$ 3.65	\$ 25.00
ANTIBACTERIAL SPRAY SOAP REFILL - 800 ml	NA	NA
SOAP DISPENSER - WHITE	\$ -	\$ 25.00
AUTO SOAP DISPENSER - WHITE	\$ -	\$ 35.00
SM SHOP TWL-WHT	\$ 0.13	\$ 0.45

SM SHOP TWL-BLUE	\$	0.11	\$	0.45
C PULL TOWEL RFL (Bill by Roll)	\$	6.30	\$	20.00
JRT TOILET PAPER RFL (Bill by Roll)	\$	4.50	\$	20.00
C PULL TOWEL SVC (Only for Flat Bill*)	\$	1.94	\$	20.00
C PULL TOWEL RFL (Flat Billing Refill)		NA		NA
JRT TOILET PAPER SVC (Only for Flat Bill*)	\$	1.24	\$	20.00
JRT TOILET PAPER RFL (Flat Billing Refill)		NA		NA
ELECTRONIC PAPER DISPENSER		NA		\$ 110.00
ELECTRONIC PAPER RFL (Flat Billing Refill)	\$	6.75	\$	20.00
C PULL TOWEL CASE (Qty 6)	\$	42.30		NA
JRT TOILET PAPER CASE (Qty 12)	\$	46.80		NA
BIB APRON - WHITE	\$	0.32	\$	4.40
BIB APRON - BLACK	\$	0.32	\$	4.40
BIB APRON - RED	\$	0.32	\$	4.40
TERRY TOWEL	\$	0.13	\$	1.30
STRIPE SWIPE TOWEL	\$	0.17	\$	1.30
RIBBED TERRY TOWEL	\$	0.13	\$	1.30
BLUE TERRY TOWEL	\$	0.13	\$	1.30
STRIPE GLASS TOWEL	\$	0.17	\$	1.30
#2 TERRY TOWEL	\$	0.13	\$	1.30
GRILL PAD	\$	0.11	\$	1.96
MM AIR FRESHENER SVC	\$	2.88	\$	25.00
MM AIR FRESHENER RFL		NA		NA
MM AIR FRESHENER REFILL - MANGO PARADISE		NA		NA
MM AIR FRESHENER REFILL - CITRUS SLICE		NA		NA
MM AIR FRESHENER REFILL - CLEAN BREEZE		NA		NA
MM AIR FRESHENER REFILL - CINNAMON		NA		NA
AUTO DRIP CLEAN SVC	\$	2.75	\$	35.00
AUTO DRIP MANGO RFL		NA		NA
AUTO FLUSH CLAMP SERVICE		2.75		\$ 225.00
TOILET SEAT CLNR SVC	\$	1.82	\$	15.00
TOILET SEAT CLNR RFL		NA		NA
URINAL SCREEN RFL - CINNAMON		NA		NA
SAFWASHR FLD RFL SW3	\$	-	\$	14.50
SAFEWASHER FILTER		NA		\$ 14.00
SAFEWASHER SW23 L/R		NA		\$ 1,650.00
SAFEWASHER SW25 L/R		NA		\$ 1,650.00
SAFWASHR FLD SW3 L/R				\$ 14.50
2 or 3 BUTTON DISPENSER INSTALL FEE* (ONE TIME CHARGE)	\$	50.00		NA
FOAMER DISPENSER INSTALL FEE (ONE TIME CHARGE)	\$	25.00		NA
CLEANING CHEMICAL DISPENSER MAINTENANCE FEE*	\$	2.70	\$	370.00
3 COMPART SINK CHEMICAL DISPENSER MAINTENANCE FEE*	\$	2.70	\$	335.00
FOAMING CHEMICAL DISPENSER MAINTENANCE FEE*	\$	2.70	\$	200.00
FC1 - HEAVY DUTY FLOOR CLEANER	\$	1.26		NA
FC2 - BIO-BASED FLOOR CLEANER	\$	1.53		NA
FC3 - INDUSTRIAL FLOOR CLEANER/DEGREASER	\$	2.52		NA
FC4 - NEUTRAL FLOOR CLEANER	\$	0.72		NA

RR1 - HVY DTY RESTRM CLNR / DISINFECT - MOP BUCKET	\$	1.40	NA
GL1 - GLASS & MULTI-SURFACE CLEANER	\$	1.80	NA
RR1 - HVY DTY RESTRM CLNR / DISINFECT - BOTTLE	\$	2.75	NA
OC1 - ODOR COUNTERACTANT / FABRIC FRESHENER	\$	5.40	NA
FC1 - HEAVY DUTY CLEANER - BOTTLE	\$	1.26	NA
Z1 - HARD SURFACE SANITIZER	\$	3.02	NA
DG1 - HVY DTY FOAMING DEGREASER - BOTTLE / FOAMER	\$	1.35	NA
SK1 - POT & PAN DETERGENT	\$	1.08	NA
SK2 - THREE COMPARTMENT SINK SANITIZER	\$	1.08	NA
TRIGGER SPRAYER	\$	5.00	\$ 5.00
TRIGGER SPRAYER LABELS			\$ 2.00
QUAT STRIPS			\$ 6.95
* Required for all Chemical Customers			
CINTAS DRAIN SERVICE	\$	31.00	\$ 285.00
DLM - DRAIN COVERS 2 INCH			\$ 11.00
DLM - DRAIN COVERS 3 INCH			\$ 11.00
DLM - DRAIN COVERS 4 INCH			\$ 11.00
SANIS ULTRACLEAN BASE CHARGE*	\$	30.00	NA
SANIS ULTRACLEAN SQ FT CHARGE*			NA
* Weekly or EOW Billing Example: 4 restrooms measure 400 sq ft; 400 sq ft x \$.20 = \$80.00 + \$30.00 Base C			
* Monthly Billing Example: 4 restrooms measure 400 sq ft; 400 sq ft x \$.20 = \$80.00 + \$50.00 Base Charge =			
8 COMPARTMENT HANGER LOCKER		\$3.50	\$495.00
SOIL LOCK-UP		\$2.95	\$395.00

Item No.	COMFORT SHIRTS	US	
		ies Price	LR Rate
865	PLEATED PANTS	\$ 0.278	\$22.00
271	Women's Comfort Shirt	\$ 0.185	\$16.40
299	PREMIUM PRO-KNIT POLO SHIRTS	\$ 0.309	\$23.50
390	SUSAN FIT COMFORT PANT	\$ 0.315	\$20.60
395	CATHY FIT COMFORT PANT	\$ 0.315	\$21.30
259	PRO-KNIT POLO SHIRTS	\$ 0.291	\$19.75
366	HIGH IMAGE JACKETS	\$ 0.446	\$50.00
925	00 White Lab Coat	\$ 0.261	\$23.00
82497	00 White Polyester Butcher Coat	\$ 0.272	\$24.00
82497	80 Light Blue Polyester Butcher Coat	\$ 0.304	\$27.00
384	CARHARTT SHIRT	\$ 0.400	\$24.00
381	CARHARTT 5 POCKET JEAN	\$ 0.460	\$26.00
382	CARHARTT CARPENTER JEAN	\$ 0.510	\$29.00
383	CARHARTT WORK PANT	\$ 0.460	\$26.00

SECTION D

Direct Sale Items			
Item	Description	Item #	Purchase Price
Work Boots (Steel Toe)	Steel Toe	83615	\$ 124.99
Work Boots (Non Steel Toe)	Non Steel Toe	83719	\$ 119.99
Hard Hats		220	\$ 9.99
Protective Eye Wear		22	\$ 1.31
Comfort Hat	Knit	131	\$ 5.99
Baseball Cap		85369	\$ 11.49
Belt	Black/Brown	122	\$ 16.99
Gloves	Leather	86939	\$ 25.00

SECTION C

Item	Description	Cost \$
Deep Restroom Cleaning	Deep clean that disinfects all surfaces, floors & fixtures	\$.18 Sq Ft
Carpet Cleaning-Deep Clean	4 Step Deep Clean Process on Truck Mounted System	\$.13 Sq Ft
Carpet Cleaning-Maintenance Clean	2 Step Maintaining Clean	\$.11 Sq. Ft
Ceramic Tile Cleaning	4 Step Deep Clean Process on Truck Mounted System	\$.65 Sq Ft
Floor Cleaner	Concentrated Cleaning Chemicals	\$1.25 Per Unit
Glass Cleaner	Concentrated Cleaning Chemicals	\$1.80 Per Unit
Multi-Purpose Cleaner	Concentrated Cleaning Chemicals	\$2.75 Per Unit

Pricing Detail
Base Charge \$30.00 Bi-Weekly \$50.00 Monthly
Minimum Charge \$400.00
Minimum Charge \$400.00
Minimum Charge \$400.00
Pricing is based on units of Concentrated Chemicals delivered. Monthly Dispenser fee \$3.00. One time installation fee \$50.00
Pricing is based on units of Concentrated Chemicals delivered. Monthly Dispenser fee \$3.00. One time installation fee \$50.00
Pricing is based on units of Concentrated Chemicals delivered. Monthly Dispenser fee \$3.00. One time installation fee \$50.00

SECTION B

Item	Item Number	Rental Price	L/R
Automotive Parts Washer		\$ 29.99	N/A
Cotton Towels	2160	\$ 0.06	\$ 0.45
Microfiber Towels	7432	\$ 0.15	\$ 1.30
3x5 Carpet Mat	843XX	\$ 2.00	\$ 45.00
4x6 Carpet Mat	844XX	\$ 2.47	\$ 70.00
3x10 Carpet Mat	840XX	\$ 2.94	\$ 90.00
3X5 Scraper Mat	2477	\$ 2.14	\$ 45.00
2X3 Spring Mat	1801	\$ 1.52	\$ 50.00
3X5 Duralite Mat	1810	\$ 2.33	\$ 50.00
3X5 Logo Mat	84301	\$ 2.32	\$ 80.00
24" Dust Mop	2570	\$ 0.80	\$ 125.00
24" Dust Mop Frame	1946	N/C	\$ 8.00
36" Dust Mop	2590	\$ 0.95	\$ 10.00
36" Dust Mop Frame	1947	N/C	\$ 10.00
48" Dust Mop	2604	\$ 1.25	\$ 10.00
48" Dust Mop Frame	1948	N/C	\$ 12.00
60" Dust Mop	2610	\$ 1.45	\$ 10.00
60" Dust Mop Frame	1045	N/C	\$ 16.00
Wet Mop	2650	\$ 1.38	\$ 10.00
11" Microfiber Mop	6998	\$ 0.27	\$ 12.00
11" Microfiber Mop Handle	6999	N/C	\$ 5.00
20" Microfiber Mop	7000	\$ 0.45	\$ 7.00
20" Microfiber Mop Handle	7002	N/C	\$ 10.00

SECTION A

Item	Item Number	Lease	Rent	LR Price
Men's Long Sleeve Shirt →	935	\$ 0.13	\$ 0.18	\$ 15.00
Men's Short Sleeve Shirt →	935	\$ 0.13	\$ 0.18	\$ 15.00
Men's Long Sleeve Shirt (Cotton) *	330	\$ 0.17	\$ 0.24	\$ 17.00
Men's Short Sleeve Shirt (Cotton) *	330	\$ 0.17	\$ 0.24	\$ 17.00
Men's Long Sleeve Shirt (Oxford)	374	\$ 0.18	\$ 0.25	\$ 21.00
Men's Short Sleeve Shirt (Oxford)	374	\$ 0.18	\$ 0.25	\$ 21.00
Men's Polo Shirt	259/262	\$ 0.190	\$ 0.266	\$ 19.75
Men's Pants	945	\$ 0.150	\$ 0.205	\$ 17.75
Men's Pants (cotton)	340	\$ 0.240	\$ 0.338	\$ 23.75
Men's Pants (Elastic Waist)	N/A		\$ -	\$ -
Men's Pants (Jeans)	394	\$ 0.21	\$ 0.29	\$ 19.50
Men's Cargo Pants *	270	\$ 0.23	\$ 0.32	\$ 26.50
Women's Long Sleeve Shirt	205	\$ 0.12	\$ 0.17	\$ 16.40
Women's Short Sleeve Shirt	205	\$ 0.12	\$ 0.17	\$ 16.40
Women's Long Sleeve Shirt (Cotton)	N/A		\$ -	\$ -
Women's Short Sleeve Shirt (Cotton)	N/A		\$ -	\$ -
Women's Long Sleeve Shirt (Oxford)	66528	\$ 0.16	\$ 0.23	\$ 21.30
Women's Short Sleeve Shirt (Oxford)	66528	\$ 0.19	\$ 0.23	\$ 21.30
Women's Polo Shirt	298	\$ 0.190	\$ 0.266	\$ 21.00
Women's Pants	395/390	\$ 0.19	\$ 0.27	\$ 21.00
Women's Pants (Cotton)	N/A		\$ -	\$ -
Women's Pants (Elastic Waist)	N/A		\$ -	\$ -
Women's Pants (Jeans)	394	\$ 0.21	\$ 0.29	\$ 26.62
Chef Coats	82670	\$ 0.16	\$ 0.23	\$ 22.75
Chef Pants	71125	\$ 0.23	\$ 0.32	\$ 26.00
Aprons	67627	\$ 0.100	\$ 0.145	\$ 12.99
T-Shirts	268	\$ 0.14	\$ 0.19	\$ 15.50
Jacket (Lightweight) (per jacket)	677	\$ 0.310	\$ 0.428	\$ 31.00
Jacket (Heavyweight) (per jacket)	970	\$ 0.29	\$ 0.41	\$ 29.50
Jacket (Hi-Visibility)	PURCHASE ONLY-60862		\$ -	\$ 48.99
Jacket (Enhanced-Visibility)	PURCHASE ONLY-59970		\$ -	\$ 58.99

BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: August 6, 2015 Meeting Date: August 20, 2015

Name: Kevin Kirby Department: Operations

Division Manager's Signature: 

1. Nature and purpose of agenda item: Entering Private Property

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item? N/A
- Yes Account No. _____
- No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
-------------	-----------	---------------

For Use of County Manger Only:

- Consent Item
- Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Everett Phillips
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Dale Williams, County Manager
FROM: Kevin Kirby, Operations Manager *K*
DATE: August 6, 2015
SUBJECT: Entering Private Property

I am requesting permission to enter property owned by the Department of Education located at Florida Gateway College for the purpose of drainage maintenance.

The property is not draining correctly and is impeding the installation of classrooms that will house students from the high school that are participating in vocational classes.

Upon approval the appropriate Hold Harmless Agreement will be obtained.

Your consideration is appreciated.

BOARD MEETS FIRST THURSDAY AT 5:30 P.M.
AND THIRD THURSDAY AT 5:30 P.M.



Columbia County Property Appraiser

J. Doyle Crews - Lake City, Florida 32055 | 386-758-1083

PARCEL: 01-4S-17-07470-000 - STATE/TIIT (008710)

BEG SE COR OF NE 1/4 OF SW 1/4, RUN N 1362.4 FT, E 215.32 FT, NE 100 FT, W 767.8 FT, NW 380.20 FT,
N 2587.80 FT TO N SEC LINE, E TO NE COR OF W 1/2 OF NW

NOTES:

Name:	TIITF/DEPT OF ED	2014 Certified Values
Site:	202 SE AGRICULTURE LN	Land \$489,591.00
Mail:	UNIV OF FLA-AG EXP STATION	Bldg \$4,047,002.00
	3900 COMMONWEALTH BLVD	Asad \$4,638,043.00
	TALLAHASSEE, FL 32399	Exempt \$4,638,043.00
Sales Info	NONE	Taxbl Cnty: \$0 Other: \$0 Schl: \$0





BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM


The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: August 12, 2015

Meeting Date: August 20, 2015

Name: Kevin Kirby

Department: Operations

Division Manager's Signature: 

1. Nature and purpose of agenda item: Utility Permit

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item?
- N/A
 - Yes Account No. _____
 - No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
-------------	-----------	---------------

For Use of County Manger Only:

- Consent Item Discussion Item

AT&T JOB #: 53E61068N

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
UTILITY PERMIT**

Date: 8/12/15 Permit No. _____ County Road _____ Section No. _____

Permittee At&t Authorized Agent Rebecka Bonts
Address 7011 AC Skinner Prkwy suite 150 Jacksonville, Fl. 32256 Telephone Number 904-330-3808

Requesting permission from the Columbia County Board of County Commissioners, hereinafter called the County, to contract, operate and maintain:

At&t job# 53E61068N proposes to place 410' of buried fiber optic cable trenched @ 30" min depth.

Submitted for the Utility Owner by: Rebecka Bonts AT&T Authorized Agent
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 on 8/12/15 to the following utility owners: FP&L & Columbia Co Public works.

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is Kevin Kirby, located at P.O. Box 969, Lake City, FL 32056 Telephone Number (386) 752-5955. The PERMITTEE's employee responsible for Maintenance of Traffic is Mike Brown, Telephone Number (352) 336-5508 (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 _____ days after issuance of permit, and shall be completed within _____ days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

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

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

6. Pursuant to Section 337.403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

Utilities Permit

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 utilities 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: Rebecka Bonts
Permittee

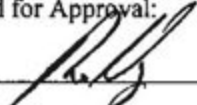
Place Corporate Seal

Attes

Signature

Title: AT&T Authorized Agent

Recommended for Approval:

Signature: 

Title : Operations Manager

Date : 08-12-15

Approved by Columbia County Board of County Commissioners:

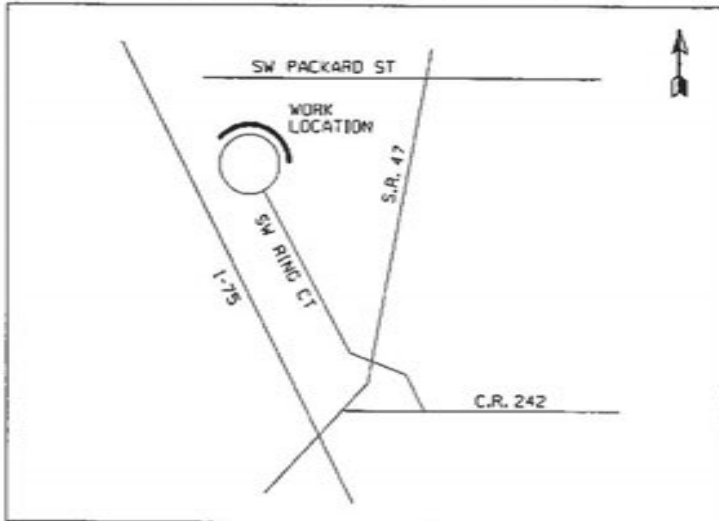
YES () NO ()

Date Approved: _____

Chairman's Signature: _____

*Rec'd
8-12-15*

VICINITY SKETCH



PERMIT NOTES

ATT&T PROPOSES TO PLACE THE FOLLOWING TELEPHONE FACILITIES:

410' OF FIBER OPTIC TELE. CABLE (BURIED ENVIRONMENT)

PRIMARY METHOD OF PLACEMENT
WILL BE MECHANICALLY PLACED,
UNLESS NOTED OTHERWISE

CONTACT INFORMATION FOR THE ATT&T FIELD SUPERVISOR:
BARRY VANDER BRONKHORST OFFICE / 919-286-2621 CELL

CONTACT INFORMATION FOR THE ATT&T FACILITIES INSTALLER (CONTRACTOR):
MOBILE TELEPHONE CORP. OF FLORIDA, INC.
JOHN DEWIER 904-361-1122

NOTE TO PERMITTING AGENCY:

THE BELOW INFORMATION IS THE ORIGINAL DRAFT PERSON
WHO HAS DETAILED FIELD KNOWLEDGE OF THE PROPOSED
WORK TO BE PERFORMED ON THIS PERMIT REQUEST, AND
SHOULD BE THE FIRST POINT OF CONTACT WITH QUESTIONS
REGARDING THESE FIELD CONDITIONS AND/OR CORRECTIONS
TO THIS PERMIT REQUEST.

UC/SYNERGETIC
TELECOMMUNICATIONS CONTRACTORS

UC SYNERGETIC
2102 CAMBRIDGE BELTWAY DR
CHARLOTTE, NC 28273

UC'S DESIGNER:
MARK HERRIN
984-338-3884

MAINTENANCE OF TRAFFIC

WORKERS WILL UTILIZE M.O.T CASE #602
FOR THE PROPOSED WORK SHOWN
THROUGHOUT THESE DRAWINGS.

SEE DRAWING 3
FOR THE M.O.T REFERENCES

BURIED SYMBOL LEGEND		
Proposed	Existing	Description
		BURIED CABLE
		BUR JOINT-TRENCH
		ENCLOSURE
		ENCLOSURE
		MANHOLE
		PIPE/CONDUIT
		CABLE MARKER
		BURIED SVC WIRE
		JOINT-TRENCH SVC
	N/A	BORE
	N/A	CUT PAYMENT
	N/A	SPLICING PIT
	N/A	TRENCH LENGTH

ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
COLUMBIA COUNTY

SW RING CT

Exchange: 386752/FLC

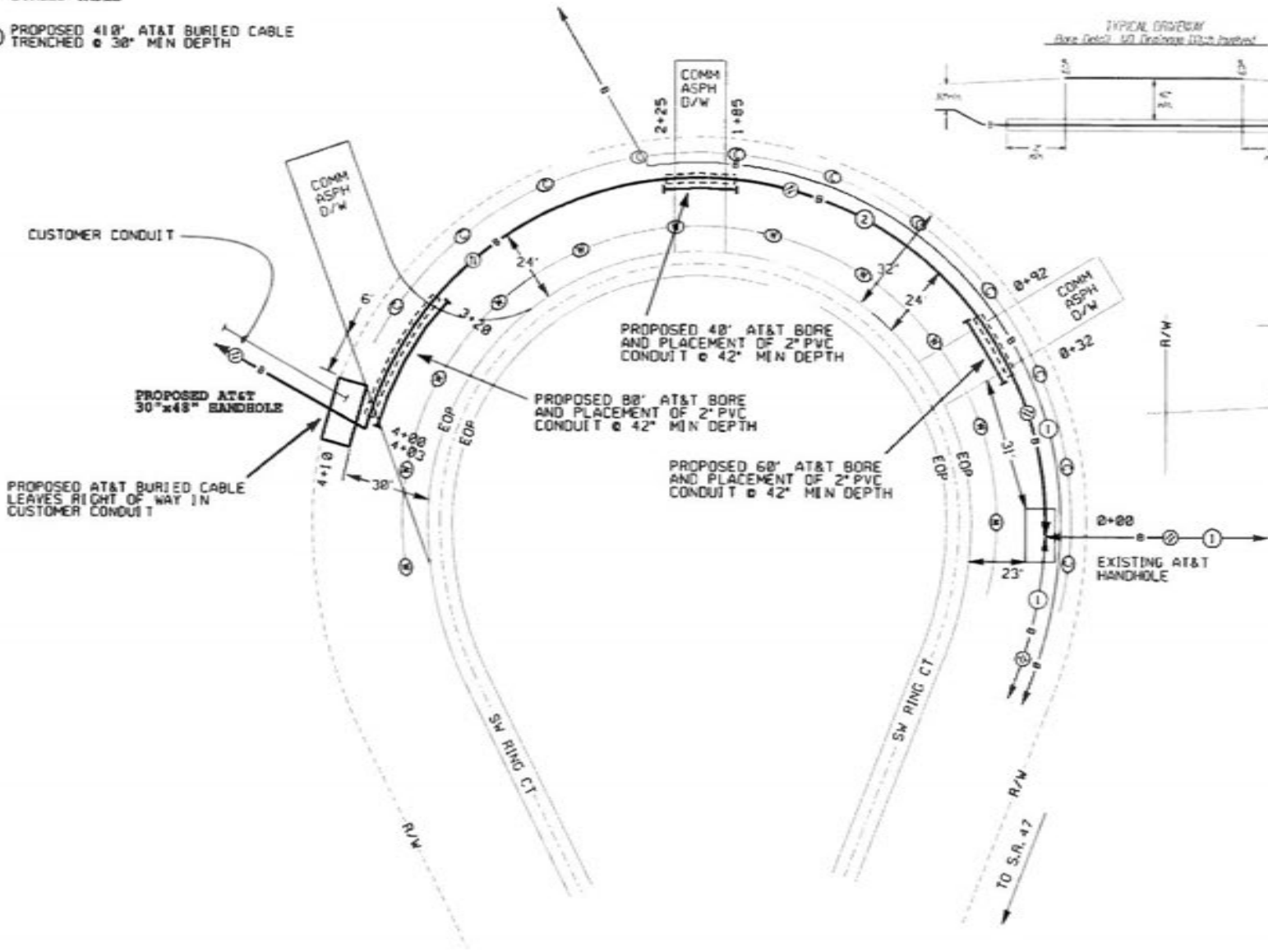
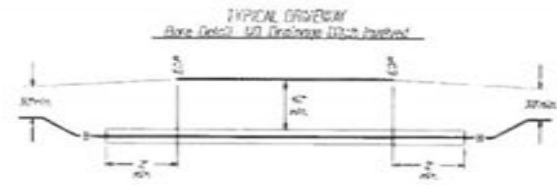
Designer: Fernandez, Chris

Phone: 904-327-1554

Authorization: 53E61068N

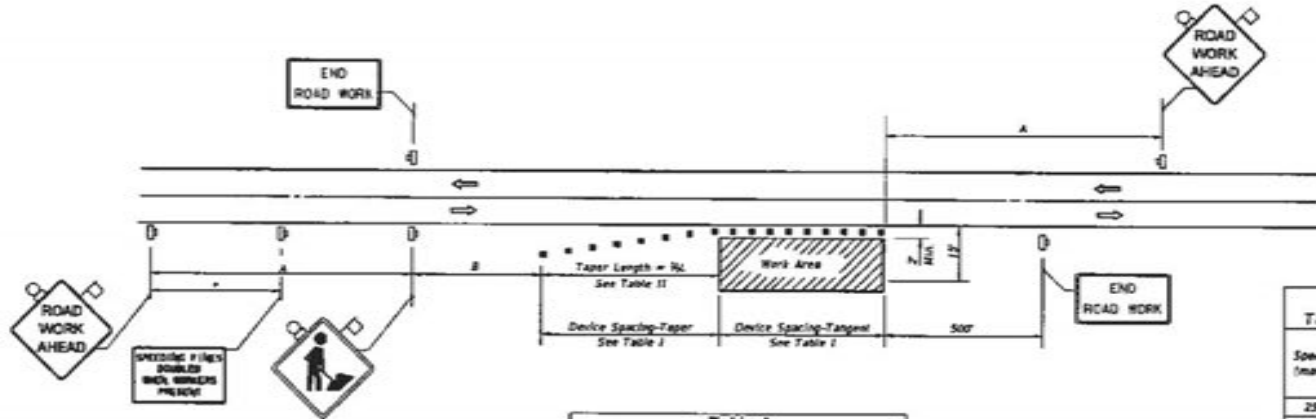
Doc. 1 of 3

- ① EXISTING AT&T BURIED CABLE
- ② PROPOSED 410' AT&T BURIED CABLE TRENCHED @ 30" MIN DEPTH



NO OTHER UTILITIES VISIBLE IN FIELD

ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF COLUMBIA COUNTY	
SW RING CT	
Exchange:	386752/FLC
Designer:	Fernandez, Chris
Phone:	904-127-1554
Author/Date:	53EG068N
Fig. 2 of 3	



Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	300	300
50 mph or greater	500	500

*Midway between signs.

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Speed (mph)	Ns (ft)			Notes
	8' Shldr.	10' Shldr.	12' Shldr.	
25	20	35	42	L = WS* 60
30	40	50	60	
35	55	68	82	
40	72	90	107	L = WS
45	120	150	190	
50	133	167	200	
55	147	183	220	
60	160	200	240	
65	173	217	260	
70	187	233	280	

E = minimum shoulder width

Ns = Length of shoulder taper in feet

W = Width of total shoulder in feet (combined paved and unpaved width)

S = Posted speed limit (mph)

SYMBOLS

- Work Area
- Sign With 10" x 10" (Min.) Orange Flag And Type B Light
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

GENERAL NOTES

1. When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of flaggers and FLAGGER signs, see Index No. 603.
2. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
3. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ indexes.
4. For general TCZ requirements and additional information, refer to index No. 600.

DURATION NOTES

1. Signs and channelizing devices may be omitted if all of the following conditions are met:
 - a. Work operations are 60 minutes or less.
 - b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRUCH THE AREA CLOSER THAN 12' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

ATTSE

PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF COLUMBIA COUNTY

SH RING CT

Exchange: 386752/FLC

Designer: Fernandez, Chris

Phone: 904-721-6554

Authorization: 53E6068N

Dwg. 3 of 3

LAST REVISION: 07/01/12

DESCRIPTION:

FDOT 2015 DESIGN STANDARDS

TWO-LANE, TWO-WAY, WORK ON SHOULDER

INDEX NO. 602

SHEET NO. 1 of 1

9

BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: August 12, 2015

Meeting Date: August 20, 2015

Name: Kevin Kirby

Department: Operations

Division Manager's Signature:  _____

1. Nature and purpose of agenda item: Utility Permit

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item

[] Discussion Item

**COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS
UTILITY PERMIT**

Date: 8/3/2015 Permit No. _____ County Road SW Cumorah Hill St. Section No. _____

Permittee Windstream Florida, Inc. ATTN: Permits

Address 11101 Anderson Dr. Ste. 100 Little Rock, AR 72212 Telephone Number 501-748-7654

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain Windstream proposes to place approx. 176' of buried 25 pair copper telephone cable across and then along SW Cumorah Hill St. It will cross SW Cumorah Hill St. by way of a proposed Directional Bore 30' feet by 1.25" which will be place at least 36" deep. The proposed cable will be placed 27" from center line and also placed at least 36" deep.

FROM: Cumorah Hill St. TO: N/A

Submitted for the Utility Owner by: Joy Matthews - Analyst I 8/4/2015
Typed Name & Title Signature Date

1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within corporate limits of Municipality: YES () NO (). If YES: LAKE CITY () FORT WHITE (). A letter of notification was mailed on 8/4/2015 to the following utility owners Clay Electric

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is Kevin Kirby, located at Lake City Telephone Number 386-752-5955. The PERMITTEE's employee responsible for Maintenance of Traffic is Trawick Construction Telephone Number 866-958-2420 (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 60 days after issuance of permit, and shall be completed within 30 days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

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

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

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

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

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

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

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

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

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

12. Additional Stipulations: None

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

Submitted By: Windstream Florida, Inc.
Permittee



Signature and Title
Joy Matthews
Analyst I - OSP Engineering

Place Corporate Seal



Attested Corporate Secretary

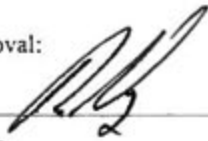
Utilities Permit
Page three
Revised: 8/17/00

Recommended for Approval:

Signature: _____

Title: _____

Date: _____



Operations Manager

08-12-15

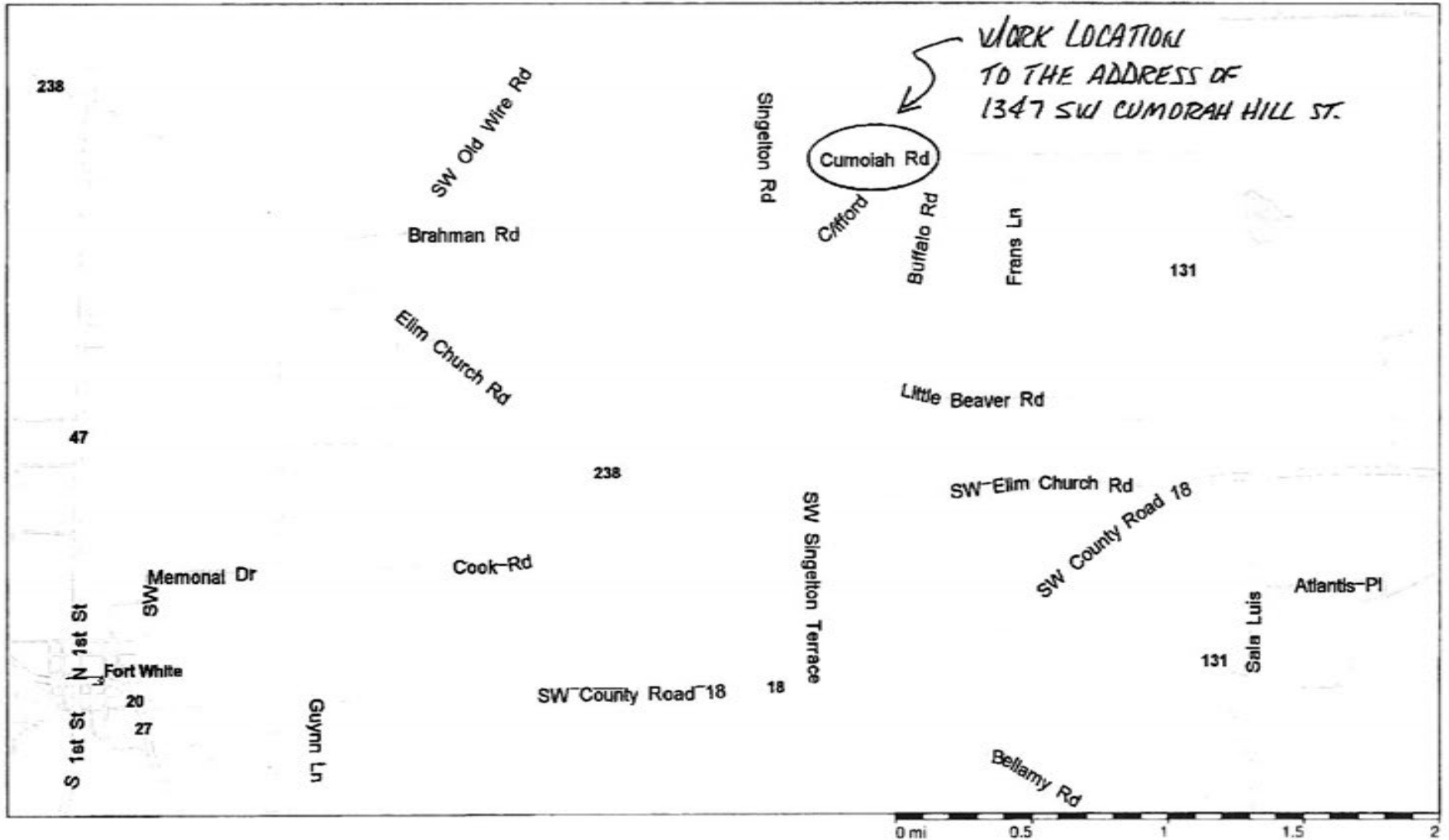
Approval by Board of County Commissioners, Columbia County, Florida:

YES () NO ()

Date Approved: _____

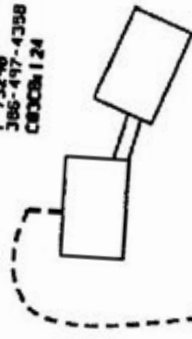
Chairman's Signature: _____

Rec'd
8-12-15





1347 SW CLUMORAN HILL ST.
 MARGHERITA POSADAS CBR • 386-288-9185
 1-732-98
 386-477-4358
 CROCK 124



N 29 37.188
 W 802 54.885
 3817/143-081
 (PL) SDC-1
 SDC-1
 SDC-1
 AT 180-1
 MC 181-28-24

SECTION 24 • 178'
 201-19
 CROCK 128-120

118'

96'

R/W

28'

28'

28'

27'

SW CLUMORAN HILL ST

TO THE 'BLUFF' REMOTE

(PL) SDC-1 111.250 PL 180-28'

SECTION 25 • 24
 1327-01
 CROCK 125

708'

L 3017

R/W

3817/143
 803
 (PL) SDC-1
 SDC-1
 MC 181-28-25
 MC 181-25
 SDC 388-1178'

CALL BEFORE YOU DIG

DAVID JORDAN
 OFFICE PH. 386-284-2493
 CELL PH. 386-288-9985

SOUTHEAST REGION

MIN. 847	DIVISION	FLI	DISTR
PLANT ENGINEERING DEPT. 847			
WORK ORDER NUMBER 784759881-8888			
EXCHANGE FI WHITE	TAX DISTRICT	8187	
DATE 8/3/75	DRAWN BY/DJ	SHEET 1 OF	
REVISION NO.	AND DATE		
ENGINEER DAVID JORDAN			
			PHONE 386-364-

AGENDA ITEM REQUEST FORM

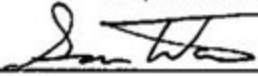
The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 8/13/2015

Meeting Date: 8/20/2015

Name: Scott Ward

Department: Administration

Division Manager's Signature: 

1. Nature and purpose of agenda item: Suwannee River Economic Council, Inc. - Columbia County SHIP Annual Reports and Certifications.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

Consent Item

[] Discussion Item

**Certification for Regulatory Reform Implementation
State Housing Initiatives Partnership (SHIP) Program**

On Behalf of Columbia County (Local Government), I hereby certify that the following information is true and accurate as of the date of this submission for the following fiscal years: 2012-2013, 2013/2014, 2014/2015 (list all three fiscal years):

1. Permits as defined in s.163.3164(15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
2. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be \$ 0.00.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be \$ 0.00.

Witness Signature Date

Chief Elected Official or Designee Signature Date

Witness Printed Name Date

Rusty DePratter, Chairman

Chief Elected Official or Designee Printed Name Date

Witness Signature Date

Witness Printed Name Date

Or

ATTEST (Seal)

Signature Date

163.3164 (15) of the Florida Statutes: "Development order" means any order granting, denying, or granting with conditions an application for a development permit.

163.3164(16) of the Florida Statutes: "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

Suwannee River Economic Council

Annual Operations Report

Columbia County

2012-2013 Close Out

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
6	Emergency Repairs	\$29,257.88	5	\$0.00	0	\$0.00	0
Homeownership Totals:		\$29,257.88	5	\$0.00	0	\$0.00	0

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
Rental Totals:							
Subtotals:		\$29,257.88	5	\$0.00	0	\$0.00	0

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$2,790.60		
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

Totals:	\$32,048.48	5	\$0.00	0	\$0.00	0
----------------	--------------------	----------	---------------	----------	---------------	----------

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$27,906.00
Program Income (Interest)	\$142.48
Program Income (Payments)	\$4,000.00
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$0.00
Total:	\$32,048.48

*** Carry Forward to Next Year: \$0.00**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
-------------	------	-------	-------	-------	-------

√ No rental strategies are in use

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$29,257.88	100.00%
Public Moneys Expended		.00%
Private Funds Expended		.00%
Owner Contribution		.00%
Total Value of All Units	\$29,257.88	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$29,257.88	\$27,906.00	104.84%	65%
Construction / Rehabilitation	\$29,257.88	\$27,906.00	104.84%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$11,735.00			\$11,735.00	36.62%
Very Low	\$17,522.88			\$17,522.88	54.68%
Low				\$0.00	.00%
Moderate				\$0.00	.00%
Totals:	\$29,257.88	\$0.00	\$0.00	\$29,257.88	91.29%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low			\$11,735.00	2	\$11,735.00	2
Very Low			\$17,522.88	3	\$17,522.88	3
Low					\$0.00	0
Moderate					\$0.00	0
Totals:	\$0.00	0	\$29,257.88	5	\$29,257.88	5

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Purchase Assistance with Rehab	Incorporated	0	0	0	0	0
Purchase Assistance with Rehab	Unincorporated	0	0	0	0	0
Emergency Repairs	Incorporated	0	2	0	0	2
Emergency Repairs	Unicorporated	2	1	0	0	3
Totals:		2	3	0	0	5

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Purchase Assistance with Rehab	Incorporated	0	0	0	0	0
Purchase Assistance with Rehab	Unincorporated	0	0	0	0	0
Emergency Repairs	Incorporated	0	0	1	1	2
Emergency Repairs	Unicorporated	0	0	0	3	3
Totals:		0	0	1	4	5

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
Purchase Assistance with Rehab	Incorporated	0	0	0	0
Purchase Assistance with Rehab	Unincorporated	0	0	0	0
Emergency Repairs	Incorporated	2	0	0	2
Emergency Repairs	Unicorporated	3	0	0	3
Totals:		5	0	0	5

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Purchase Assistance with Rehab	Incorporated	0	0	0	0	0	0	0
Purchase Assistance with Rehab	Unincorporated	0	0	0	0	0	0	0
Emergency Repairs	Incorporated	2	0	0	0	0	0	2
Emergency Repairs	Unicorporated	2	1	0	0	0	0	3
Totals:		4	1	0	0	0	0	5

Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Home-less	Elderly	Special Needs	Special Needs	Total
Purchase Assistance with Rehab	Incorporated	0	0	0	0	0	0	0
Purchase Assistance with Rehab	Unincorporated	0	0	0	0	0	0	0
Emergency Repairs	Incorporated	0	0	0	0	0	0	0
Emergency Repairs	Unincorporated	0	0	0	0	0	0	0
Totals:		0	0	0	0	0	0	0

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Status of Incentive Strategies

Incentive Strategy:

Expediting permits. A process calling for the county building department to review any change in county ordinance, policy comprehensive plan, building regulation or procedure which may increase the cost of housing, prior to its adoption by the County Commission. County staff will review the proposed action and prepare a written report with recommendations prior to the adoption of the action. The staff's review will consider the date, action being considered, description of the action and potential costs on housing. When considering potential impact on housing, staff shall answer the following questions: 1. Will the action increase the cost of development? 2. Will the action increase time of approval? 3. Does the action increase long-term development costs?

Adopting Ordinance or Resolution Number or identify local policy:

1) Adopting Resolution 94-R-10 (original), adopted 02/17/94;
Amended Resolution 95-R-17 adopted 03/16/95.

2) Adopted Resolution No. 94-R-10 on 02/17/94.
Adopted Ordinance No. 2007-40 on 10/18/07
Adopted Ordinance No. 2007-41 on 10/18/07

Implementation Schedule (Date):

- 1) From the date of adoption if over 1,200 permits per year.
- 2) Implemented on adoption: 10/28/07

Has the plan or strategy been implemented? If no, describe the steps that will be taken to implement the plan:

- 1) The threshold of 1,200+ permits a year has not been met to trigger provision of the plan.
- 2) Ordinance No. 2007-40 and 2007-41 was commenced on October 28, 2007 affecting the fees for permits. The Columbia County Board of County Commissioners considered the potential impact when determining these fees. The actions will increase the cost of development. The actions will not increase the time of approval. The actions will increase long term development cost.

Status of Strategy - (is the strategy functioning as intended, i.e. are the time frames being met, etc.):

- 1) There is not enough activity to trigger provisions; therefore, no revisions are necessary.
- 2) Strategy is functioning as intended.

Support Services

1) Suwannee River Economic Council, Inc. will provide a housing Counselor (not paid out of SHIP funds) to train persons for the responsibility of homeownership, credit counseling, etc.

2) The wide range of Suwannee River Economic Council, Inc. support services will be available to SHIP recipients including:

Community Services Block Grant (information & referral, emergency services and self sufficiency)
Low Income Home Emergency Assistance Program
United States Department of Agriculture Commodities
Aging Programs
Transportation
Weatherization
Housing Preservation

Other Accomplishments

N/A

Availability for Public Inspection and Comments

N/A

Homeownership Default & Foreclosure

Mortgage Foreclosures

- A. Very low income households in foreclosure: 0
B. Low income households in foreclosure: 1
C. Moderate households in foreclosure: 4
Foreclosed Loans Life-to-date: 5
SHIP Program Foreclosure Percentage Rate Life to Date: 5

Mortgage Defaults

- A. Very low income households in default: 0
B. Low income households in default: 0
C. Moderate households in default: 0
Defaulted Loans Life-to-date: 0
SHIP Program Default Percentage Rate Life to Date: 0

Welfare to Work Programs

N/A

Strategies and Production Costs

Strategy	Average Cost
Purchase Assistance with Rehab	\$16,306.96
Emergency Repairs	\$6,733.32

Expended Funds

Total Unit Count: 5 Total Expended Amount: \$29,258.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
Emergency Repairs	Mae Rayam	Split w/year 2001-2012	Lake City	32055	\$50.00	<input checked="" type="checkbox"/>
Emergency Repairs	Lona Zeller	187 SW Arvid Glen	Lake City	32024	\$5,452.88	<input type="checkbox"/>
Emergency Repairs	Sylvia DuPriest	417 Hillsboro St.	Lake City	32055	\$7,020.00	<input type="checkbox"/>
Emergency Repairs	Becky Capasso	241 SW Petunia Pt.	Lake City	32055	\$5,000.00	<input type="checkbox"/>
Emergency Repairs	Nelida Perez	6113 SW SR 47	Lake City	32024	\$6,160.00	<input type="checkbox"/>
Emergency Repairs	Carol Cieslik	317 SE CR 245	Lake City	32055	\$5,575.00	<input type="checkbox"/>

Administrative Expenditures

N/A

Sub Recipients and Consultants

Name	Business Type	Strategy Covered	Responsibility	Amount
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Program Income

Program Income Funds	
Loan Repayment:	\$4,000.00
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	\$142.48
Other ():	
Total:	\$4,142.48

Explanation of Recaptured funds

Description	Amount
Total:	\$.00

Rental Developments

Development Name	Owner	Address	City	Zip Code
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Columbia County 2012 Closeout

Single Family Area Purchase Price

The average area purchase price of single family units:

Or

Not Applicable

Suwannee River Economic Council

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SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1	Purchase Assistance with Rehab	\$157,092.88	9	\$0.00	0	\$0.00	0
6	Emergency Repair	\$185,407.12	26	\$0.00	0	\$0.00	0
Homeownership Totals:		\$342,500.00	35	\$0.00	0	\$0.00	0

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
Rental Totals:							

Rental Totals:

Subtotals: \$342,500.00 35 \$0.00 0 \$0.00 0

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$10,500.00	\$0.00	\$0.00
Homeownership Counseling	\$0.00	\$0.00	\$0.00
Admin From Program Income	\$0.00	\$0.00	\$0.00
Admin From Disaster Funds	\$0.00	\$0.00	\$0.00

Totals: \$353,000.00 35 \$0.00 0 \$0.00 0

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	
Program Income (Payments)	\$3,000.00
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$0.00
Total:	\$353,000.00

* Carry Forward to Next Year: \$0.00

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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√ No rental strategies are in use

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$342,500.00	39.06%
Public Moneys Expended	\$91,000.00	10.38%
Private Funds Expended	\$438,520.00	50.02%
Owner Contribution	\$4,756.45	.54%
Total Value of All Units	\$876,776.45	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$342,500.00	\$350,000.00	97.86%	65%
Construction / Rehabilitation	\$342,500.00	\$350,000.00	97.86%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$60,135.00	\$0.00	\$0.00	\$60,135.00	17.04%
Very Low	\$150,272.12	\$0.00	\$0.00	\$150,272.12	42.57%
Low	\$108,092.88	\$0.00	\$0.00	\$108,092.88	30.62%
Moderate	\$24,000.00	\$0.00	\$0.00	\$24,000.00	6.80%
Totals:	\$342,500.00	\$0.00	\$0.00	\$342,500.00	97.03%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #'s	Total Funds SHIP Grants	SHIP Grant Unit #'s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$25,000.00	1	\$48,865.00	7	\$73,865.00	8
Very Low			\$136,542.12	19	\$136,542.12	19
Low	\$108,092.88	6			\$108,092.88	6
Moderate	\$24,000.00	2			\$24,000.00	2
Totals:	\$157,092.88	9	\$185,407.12	26	\$342,500.00	35

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Purchase Assistance with Rehab	Incorporated	1	0	3	1	5
Purchase Assistance with Rehab	Unincorporated	0	0	3	1	4
Emergency Repair	Incorporated	2	8	0	0	10
Emergency Repair	Unincorporated	5	11	0	0	16
Totals:		8	19	6	2	35

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Purchase Assistance with Rehab	Incorporated	0	4	1	0	5
Purchase Assistance with Rehab	Unincorporated	2	1	1	0	4
Emergency Repair	Incorporated	0	0	6	4	10
Emergency Repair	Unincorporated	0	0	6	10	16
Totals:		2	5	14	14	35

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
Purchase Assistance with Rehab	Incorporated	0	3	2	5
Purchase Assistance with Rehab	Unincorporated	0	3	1	4
Emergency Repair	Incorporated	4	6	0	10
Emergency Repair	Unincorporated	8	6	2	16
Totals:		12	18	5	35

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Purchase Assistance with Rehab	Incorporated	3	2	0	0	0	0	5
Purchase Assistance with Rehab	Unincorporated	4	0	0	0	0	0	4
Emergency Repair	Incorporated	2	8	0	0	0	0	10
Emergency Repair	Unincorporated	8	7	0	1	0	0	16
Totals:		17	17	0	1	0	0	35

Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Homeless	Elderly	Special Needs	Special Needs	Total
Purchase Assistance with Rehab	Incorporated							0
Purchase Assistance with Rehab	Unincorporated							0
Emergency Repair	Incorporated							0
Emergency Repair	Unincorporated							0

Totals:

0

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Expended Funds

\$342,500.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unft Counted
Purchase Assistance with Rehab	William D. Smith	127 SW Faul Court	Lake City	32024	\$17,088.59	<input type="checkbox"/>
Emergency Repair	Lona Zeller	187 SW Arvid Glen	Lake City	32024	\$47.12	<input checked="" type="checkbox"/>
Emergency Repair	William Townsend	477 NW Huntsville Church Dr	Lake City	32055	\$7,500.00	<input type="checkbox"/>
Emergency Repair	Audrey Young	211 SW Kingwood Place	Lake City	32024	\$6,500.00	<input type="checkbox"/>
Emergency Repair	Katie Wilson	164 NW Martin Luther King St	Lake City	32055	\$7,500.00	<input type="checkbox"/>
Emergency Repair	Ryetta Griffin	253 NW Fronie St	Lake City	32055	\$7,245.00	<input type="checkbox"/>
Emergency Repair	Earnestine Armstrong	531 NE Gurley Ave	Lake City	32055	\$7,205.00	<input type="checkbox"/>
Emergency Repair	David Gray*	218 SE Eloise St	Lake City	32025	\$7,500.00	<input type="checkbox"/>
Emergency Repair	Nelda Jarrard*	1348 SE Lanvale St	Lake City	32025	\$7,500.00	<input type="checkbox"/>
Emergency Repair	Caroline Kelly	820 NE Richardson Terr	Lake City	32055	\$7,500.00	<input type="checkbox"/>
Emergency Repair	Sharee Copeland	220 SE Murray Terr	Lake City	32055	\$7,190.00	<input type="checkbox"/>
Emergency Repair	Nancy Harp	188 SE Colburn Ave	Lake City	32025	\$7,050.00	<input type="checkbox"/>
Emergency Repair	Olive Chambers	532 SW Summerhill Glen	Lake City	32024	\$7,225.00	<input type="checkbox"/>
Emergency Repair	Lawrence Woods	182 SW Ramon Woods Glen	Lake City	32024	\$7,085.00	<input type="checkbox"/>
Emergency Repair	Grace Curry	1257 SW Birley Ave	Lake City	32024	\$6,390.00	<input type="checkbox"/>
Emergency Repair	Joyce A. Skinner	308 SE Segrest Way	Lake City	32024	\$6,000.00	<input type="checkbox"/>
Emergency Repair	Velma Arthur	562 NW Gibson Lane	Lake City	32055	\$7,135.00	<input type="checkbox"/>
Emergency Repair	Audrey Nelson*	459 SE Lamond Ave	Lake City	32025	\$7,500.00	<input type="checkbox"/>
Emergency Repair	Janie Kelly	417 NE Okinawa St	Lake City	32055	\$6,800.00	<input type="checkbox"/>
Emergency Repair	Willie Wells	393 NW Darling Place	Lake City	32055	\$7,245.00	<input type="checkbox"/>

Emergency Repair	Pearl Walker*	141 NE Fronie St.	Lake City	32055	\$6,830.00	<input type="checkbox"/>
Emergency Repair	Joyce B. Skinner	688 SE Margaret Drive	Lake City	32025	\$7,380.00	<input type="checkbox"/>
Emergency Repair	Rhonda Davis*	1008 NE Double Run Rd	Lake City	32055	\$7,200.00	<input type="checkbox"/>
Emergency Repair	Pamela Dicks*	151 SE Park Terr	Lake City	3	\$7,330.00	<input type="checkbox"/>
Purchase Assistance with Rehab	Jessica Gaskins	1185 SW Jamestown Glen	Lake City	32025	\$12,000.00	<input type="checkbox"/>
Purchase Assistance with Rehab	Larry J. Parrish	2688 SW King St	Lake City	32024	\$18,000.00	<input type="checkbox"/>
Purchase Assistance with Rehab	Michelle Harden	139 SE Megan Glen	Lake City	32025	\$18,000.00	<input type="checkbox"/>
Purchase Assistance with Rehab	James Hightower	178 SE Emerson Ct.	Lake City	32025	\$18,000.00	<input type="checkbox"/>
Purchase Assistance with Rehab	Travis Myers	1056 NE Goodvine Way	Lake City	32055	\$18,000.00	<input type="checkbox"/>
Emergency Repair	Patrick Bowman	172 SE St. Margarets St.	Lake City	32025	\$7,320.00	<input type="checkbox"/>
Emergency Repair	Sharlene Davis	513 NW Long St	Lake City	32055	\$7,500.00	<input type="checkbox"/>
Emergency Repair	April Vick	815 NW Moore Rd	Lake City	32055	\$7,500.00	<input type="checkbox"/>
Emergency Repair	Jonnie Wyche	164 NE Derby Terr	Lake City	32055	\$6,230.00	<input type="checkbox"/>
Purchase Assistance with Rehab	David Dickens	1126 NW Ashley St	Lake City	32055	\$12,000.00	<input type="checkbox"/>
Purchase Assistance with Rehab	Donald Hill	205 SW Birch Glen	Lake City	32024	\$18,000.00	<input type="checkbox"/>
Purchase Assistance with Rehab	Brandy Newkirk	863 NW Early St.	Lake City	32055	\$25,000.00	<input type="checkbox"/>
Purchase Assistance with Rehab	Joseph Webb - split w/ yr 14-15	299 SE St. Johns St	Lake City	32025	\$1,004.29	<input checked="" type="checkbox"/>

Columbia County 2013 Interim-1

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
1	Purchase Assistance with Rehab				
6	Emergency Repair	\$107,225.00	15	\$0.00	0

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(6) Emergency Repair	Person with Disabling Condition (not DD)	\$13,890.00	2	\$0.00	0
(6) Emergency Repair	Receiving Supplemental Security Income	\$78,815.00	11	\$0.00	0
(6) Emergency Repair	Developmental Disabilities	\$7,200.00	1	\$0.00	0
(6) Emergency Repair	Receiving Veterans Disability Benefits	\$7,320.00	1	\$0.00	0

Suwannee River Economic Council

Annual Operations Report

Columbia County

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SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
2	Purchase Assistance without Rehab	\$18,000.00	1	\$0.00	0		
1	Purchase Assistance with Rehab	\$172,495.71	12	\$0.00	0	\$0.00	0
6	Emergency Repair	\$149,098.00	21	\$7,500.00	1	\$17,102.19	4
Homeownership Totals:		\$339,593.71	34	\$7,500.00	1	\$17,102.19	4

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
Rental Totals:							
Subtotals:		\$339,593.71	34	\$7,500.00	1	\$17,102.19	4

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$22,596.25	\$12,852.85	
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

Totals:	\$362,189.96	34	\$20,352.85	1	\$17,102.19	4
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Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$359,645.00
Program Income (Interest)	
Program Income (Payments)	\$40,000.00
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$0.00
Total:	\$399,645.00

* Carry Forward to Next Year: \$0.00

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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√ No rental strategies are in use

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$339,593.71	22.72%
Public Moneys Expended	\$22,500.00	1.51%
Private Funds Expended	\$1,118,408.00	74.81%
Owner Contribution	\$14,429.10	.97%
Total Value of All Units	\$1,494,930.81	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$361,695.90	\$359,645.00	100.57%	65%
Construction / Rehabilitation	\$361,695.90	\$359,645.00	100.57%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$63,039.00	\$7,500.00	\$0.00	\$70,539.00	17.65%
Very Low	\$111,059.00	\$0.00	\$17,102.19	\$128,161.19	32.07%
Low	\$69,495.71	\$0.00		\$69,495.71	17.39%
Moderate	\$96,000.00	\$0.00		\$96,000.00	24.02%
Totals:	\$339,593.71	\$7,500.00	\$17,102.19	\$364,195.90	91.13%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low			\$63,039.00	9	\$63,039.00	9
Very Low	\$25,000.00	1	\$86,059.00	12	\$111,059.00	13
Low	\$69,495.71	4			\$69,495.71	4
Moderate	\$96,000.00	8			\$96,000.00	8
Totals:	\$190,495.71	13	\$149,098.00	21	\$339,593.71	34

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Purchase Assistance with Rehab	Incorporated			2	2	4
Purchase Assistance with Rehab	Unincorporated		1	1	6	8
Purchase Assistance without Rehab	Incorporated			1		1
Purchase Assistance without Rehab	Unincorporated					0
Emergency Repair	Incorporated	3	4			7
Emergency Repair	Unincorporated	6	8			14
Totals:		9	13	4	8	34

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Purchase Assistance with Rehab	Incorporated		3	1		4
Purchase Assistance with Rehab	Unincorporated	1	7			8
Purchase Assistance without Rehab	Incorporated			1		1
Purchase Assistance without Rehab	Unincorporated					0
Emergency Repair	Incorporated		1	4	2	7
Emergency Repair	Unincorporated			3	11	14
Totals:		1	11	9	13	34

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
Purchase Assistance with Rehab	Incorporated	1	2	1	4
Purchase Assistance with Rehab	Unincorporated	4	3	1	8
Purchase Assistance without Rehab	Incorporated	1			1
Purchase Assistance without Rehab	Unincorporated				0
Emergency Repair	Incorporated	3	2	2	7
Emergency Repair	Unincorporated	10	4		14
Totals:		19	11	4	34

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Purchase Assistance with Rehab	Incorporated	2	2					4
Purchase Assistance with Rehab	Unincorporated	7	1					8
Purchase Assistance without Rehab	Incorporated		1					1
Purchase Assistance without Rehab	Unincorporated							0
Emergency Repair	Incorporated	2	5					7
Emergency Repair	Unincorporated	7	6		1			14
Totals:		18	15		1			34

Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Homeless	Elderly	Special Needs	Special Needs	Total
Purchase Assistance with Rehab	Incorporated							0
Purchase Assistance with Rehab	Unincorporated							0
Purchase Assistance without Rehab	Incorporated							0
Purchase Assistance without Rehab	Unincorporated							0
Emergency Repair	Incorporated							0
Emergency Repair	Unincorporated							0
Totals:								0

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Expended Funds

\$339,594.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unft Counted
Emergency Repair	Arthur Butler	503 SW Pleasant Terr	Ft. White	32038	\$7,390.00	<input type="checkbox"/>
Emergency Repair	Patrice Goodwin	492 SE Olustee Ave	Lake City	32025	\$4,357.00	<input type="checkbox"/>
Emergency Repair	Timothy Gordon	1007 NE Goodvine Way	Lake City	32055	\$7,355.00	<input type="checkbox"/>
Emergency Repair	Lillie Pearl Harris	123 SW Neighbors Glen	Lake City	32024	\$6,200.00	<input type="checkbox"/>
Emergency Repair	Gail Rentz	6671 SW SR 242	Lake City	32024	\$6,542.00	<input type="checkbox"/>
Emergency Repair	Reva Russell	156 SW Tulip Place	Lake City	32025	\$7,500.00	<input type="checkbox"/>
Emergency Repair	Joshlyn Tillman	392 SE Castillo Terr	Lake City	32025	\$7,445.00	<input type="checkbox"/>
Purchase Assistance with Rehab	Bridget McLaughlin	336 SE Woodhave St.	Lake City	32025	\$12,000.00	<input type="checkbox"/>
Purchase Assistance with Rehab	Jannon Forsythe	586 NW Holiday Dr.	Lake City	32055	\$12,000.00	<input type="checkbox"/>
Purchase Assistance without Rehab	Renee Griffin	TBD NE Gurley Ave	Lake City	32055	\$18,000.00	<input type="checkbox"/>
Purchase Assistance with Rehab	Thomas Gainer	316 NW Fronie St	Lake City	32055	\$16,500.00	<input type="checkbox"/>
Emergency Repair	Shirley Zecher	195 SE Andrews Dr	Lake City	32025	\$7,500.00	<input type="checkbox"/>
Emergency Repair	Lisa Bradley	187 SE Montrose Ave	Lake City	32025	\$7,500.00	<input type="checkbox"/>
Emergency Repair	Delores Cason	585 NW Holiday Dr	Lake City	32055	\$7,370.00	<input type="checkbox"/>
Emergency Repair	Marlene Couchon	216 SW Shady Oak Way	Lake City	32024	\$7,485.00	<input type="checkbox"/>
Emergency Repair	Jennifer Danka	1079 New Eadie St	Lake City	32055	\$7,405.00	<input type="checkbox"/>
Emergency Repair	Mary Weatherspoon	235 SE Beech St	Lake City	32025	\$7,500.00	<input type="checkbox"/>

Purchase Assistance with Rehab	Seth Byrd	173 SW Crest Glen	Lake City	32024	\$18,000.00	<input type="checkbox"/>
Emergency Repair	Joung Lee	134 SW Villa Court	Lake City	32024	\$7,020.00	<input type="checkbox"/>
Purchase Assistance with Rehab	Lance Leguire	500 SE Tribble St	Lake City	32025	\$12,000.00	<input type="checkbox"/>
Purchase Assistance with Rehab	Joseph Daniel Webb split w/ yr 22 - \$1004.29	299 SE St. Johns St	Lake City	32025	\$16,995.71	<input type="checkbox"/>
Purchase Assistance with Rehab	George Walker	259 SW Ventura Lane	Lake City	32025	\$12,000.00	<input type="checkbox"/>
Emergency Repair	Albert King, Sr.	134 SW Bryant St	Ft. White	32038	\$6,680.00	<input type="checkbox"/>
Emergency Repair	Linda Rucker (Brown)	170 NE Williams St	Lake City	32055	\$7,471.00	<input type="checkbox"/>
Emergency Repair	Geraldine Vaughn	1862 N Hwy 441	Lake City	32055	\$7,253.00	<input type="checkbox"/>
Emergency Repair	David Patrick Vick	670 SE Dade St	Lake City	32025	\$7,305.00	<input type="checkbox"/>
Emergency Repair	Brenda Wise	895 W Moore Rd	Lake City	32055	\$6,825.00	<input type="checkbox"/>
Purchase Assistance with Rehab	Tony Fulton & Ebony Williams	1048 SW Yorktown Glen	Lake City	32025	\$12,000.00	<input type="checkbox"/>
Purchase Assistance with Rehab	Marsha Young	269 SW Dahlia Lane	Lake City	32025	\$25,000.00	<input type="checkbox"/>
Purchase Assistance with Rehab	Jacob Woodworth	196 SW Wilderness Dr.	Lake City	32025	\$12,000.00	<input type="checkbox"/>
Purchase Assistance with Rehab	Eric Gleman	1115 SW Jaguar Dr	Lake City	32025	\$12,000.00	<input type="checkbox"/>
Emergency Repair	Pearlean Jackson	369 NW Indiana Ave	Lake City	32055	\$7,500.00	<input type="checkbox"/>
Emergency Repair	Susanne Mose	734 SE Monroe St	Lake City	32025	\$7,495.00	<input type="checkbox"/>
Purchase Assistance with Rehab	Sara Berryhill	156 SW Phillips Circle	Lake City	32024	\$12,000.00	<input type="checkbox"/>

Columbia County 2014 Interim-2

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
1	Purchase Assistance with Rehab	\$16,500.00	1	\$0.00	0
6	Emergency Repair	\$63,248.00	9	\$7,500.00	1

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(6) Emergency Repair	Person with Disabling Condition (not DD)	\$21,686.00	3	\$7,500.00	1
(6) Emergency Repair	Receiving Supplemental Security Income	\$19,157.00	3	\$0.00	0
(6) Emergency Repair	Receiving Social Security Disability Insurance	\$22,405.00	3	\$0.00	0
(1) Purchase Assistance with Rehab	Receiving Veterans Disability Benefits	\$16,500.00	1	\$0.00	0

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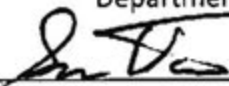
BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 08/13/2015 Meeting Date: 08/20/ 2015

Name: Glenn Hunter Department: Economic Development

Division Manager's Signature: 

1. Nature and purpose of agenda item: Requesting a Resolution to Support NFEDP

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item? N/A
- Yes Account No. _____
- No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
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For Use of County Manger Only:

Consent Item [] Discussion Item

RESOLUTION NO. 2015R-16

WHEREAS, the Columbia County Board of County Commissioners is concerned about the economic health and well-being of residents in Florida's rural counties; and

WHEREAS, we strongly believe in the need to be proactive and not reactive in order to maintain and create employment opportunities benefitting our citizens while still supporting the quality of life in our rural communities; and

WHEREAS, Florida's urban counties have grown rapidly over the past forty years while Florida's rural counties which represent thirty four of Florida's sixty seven counties have not shared in this same growth and prosperity; and

WHEREAS, Florida's rural counties offer unique and diverse economic development opportunities in the areas of manufacturing, logistics, warehousing, distribution, and agriculturally based jobs and industries; and

WHEREAS, current state economic development resources and investment targeting the needs of rural counties and communities are woefully insufficient; and

WHEREAS, we see it as our duty as elected officials to provide for responsible economic growth that will improve our local tax base in order to support the educational, business, and quality of life needs of rural Florida; and

WHEREAS, unlike urban counties where tremendous amounts of funds are spent to develop infrastructure that supports growth and development, rural Florida counties are left lacking infrastructure development that would enhance the economic, social and quality of life in rural Florida; and

WHEREAS, our strongest desire is to promote economic growth and prosperity in order that our county will experience economic growth substantial enough that our county will no longer need to be designated as a Rural Area of Opportunity by the State of Florida; and

WHEREAS, Florida's rural counties are ripe for state investment and financial support necessary to improve the economic health of Florida's rural regions; and

WHEREAS, in order to access the State's economic development resources, rural counties and rural economic development organizations face burdensome bureaucracy that exhausts their limited resources and hinders their ability to respond to economic opportunity in a timely fashion and

WHEREAS, the State of Florida lacks significant economic development incentives targeted to Florida's rural counties; and

WHEREAS, Florida's legislature has the ability to eliminate regulatory and programmatic barriers, enhance access to and increase level of funds for rural economic development

opportunities, provide increased and targeted financial resources earmarked specifically for rural counties and communities; and direct state agencies to improve the quality of service and quantity of assistance to rural Florida; and

WHEREAS, improved economic conditions in rural Florida are beneficial to all of Florida;

NOW, THEREFORE, BE IT RESOLVED THAT THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS DO HEREBY RESOLVE THAT WE:

SUPPORT EFFORTS TO IMPLEMENT RURAL LEGISLATION DESIGNED TO INCREASE THE ABILITY OF RURAL FLORIDA TO COMPETE AT ALL LEVELS OF FLORIDA'S ECONOMY; AND

CALL UPON THE LEGISLATURE TO REQUIRE THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND ALL OTHER APPLICABLE STATE AGENCIES TO PROCESS GRANT APPLICATIONS AND REQUESTS FOR REIMBURSEMENT WITHIN A DEFINED TIMEFRAME; AND

SUPPORT EFFORTS TO INCREASE INCENTIVES, RESOURCES, AND TECHNICAL ASSISTANCE AVAILABLE TO EXISTING AND PROSPECTIVE FLORIDA RURAL BUSINESSES FOR RETENTION, EXPANSION; AND ATTRACTION.

ATTEST:

**COLUMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS**

P. DEWITT CASON, CLERK

**BY: _____
RUSTY DEPRATTER, CHAIRMAN**

(SEAL)

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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Today's Date: 08/14/2015 Meeting Date: 08/20/ 2015

Name: Scott Ward Department: Administration

Division Manager's Signature: 

1. Nature and purpose of agenda item: U&F Preliminary Population Estimate

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item? N/A
- Yes Account No. _____
- No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
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For Use of County Manger Only:

- Consent Item
- Discussion Item

College of Liberal Arts and Sciences
Bureau of Economic and Business Research

720 SW 2nd Ave. Ste. 150
PO Box 117148
Gainesville, FL 32611-7148
352-392-0171
352-392-4739 Fax

RECEIVED

AUG 05 2015

Board of County Commissioners
Columbia County

Ben
8/10/15

August 3, 2015

Dear Sir or Madam:

Enclosed is a notice of the preliminary estimate of the permanent population of your area as of **April 1, 2015**. This estimate was produced by our office under contractual agreement with the Florida Legislature, and it is one factor used in determining the distribution of state revenue-sharing funds (Section 23.019, Florida Statutes, Revenue Sharing Act, 1972). We ask that you evaluate this estimate carefully and make the appropriate response on the enclosed form. To confirm receipt of this estimate, please sign the enclosed form and return it in the postage-paid envelope. If future correspondence to your office should be directed toward a different person or address than the one listed, please indicate that change on the form.

You have the right to challenge the preliminary estimate if you believe it is not reasonably accurate. You may do so by providing an alternative estimate, along with any supporting arguments and evidence you may have. This challenge must be received by our office by **September 10, 2015**. We will review your challenge thoroughly and objectively and will notify you regarding our response to your challenge.

Thank you very much; your assistance in this matter is greatly appreciated. If you have any questions regarding the preliminary estimate or the challenge process, feel free to contact me.

Sincerely,



Richard L. Doty
Research Demographer
352-392-0171, Ext 210
richardldoty@ufl.edu

PRELIMINARY POPULATION ESTIMATE (PERMANENT RESIDENTS) APRIL 1, 2015

CENSUS 4/1/10	TOTAL POPULATION CHANGE	PRELIMINARY ESTIMATE 4/1/15	INMATES 4/1/15	PRELIMINARY EST. LESS INMATES 4/1/15
67,531	632	68,163	4,126	64,037

YOUR PRELIMINARY POPULATION ESTIMATE FOR APRIL 1, 2015 IS * 68,163 *

THE POPULATION ESTIMATE FOR STATE REVENUE SHARING, 2016-2017 FISCAL
 YEAR IS 64,037.

PLEASE MARK THE APPROPRIATE RESPONSE AND RETURN A COPY OF THIS FORM BEFORE
 SEPTEMBER 10, 2015. RETAIN THE OTHER COPY FOR YOUR FILE.

- ___ I HAVE REVIEWED THIS PRELIMINARY POPULATION ESTIMATE AND CONSIDER IT TO
 BE REASONABLY CORRECT.

- ___ I HAVE REVIEWED THIS PRELIMINARY POPULATION ESTIMATE AND DO NOT CONSIDER IT
 TO BE REASONABLY ACCURATE. I BELIEVE A MORE ACCURATE ESTIMATE WOULD BE
 _____. I REQUEST THAT YOU RECONSIDER YOUR PRELIMINARY ESTIMATE.

- ___ I HAVE REVIEWED THIS PRELIMINARY POPULATION ESTIMATE AND DO NOT CONSIDER IT
 TO BE REASONABLY ACCURATE. I AM ENCLOSING DOCUMENTATION WHICH I BELIEVE
 SUPPORTS AN APRIL 1, 2015 ESTIMATE OF _____. I REQUEST THAT YOU
 REVIEW THIS DOCUMENTATION AND RECONSIDER YOUR PRELIMINARY ESTIMATE.

 DATE TITLE SIGNATURE

IF FUTURE CORRESPONDENCE SHOULD BE SENT TO AN ADDRESS OR PERSON DIFFERENT
 THAN THAT CURRENTLY LISTED, PLEASE ENTER THE NEW INFORMATION BELOW.

 PLEASE PRINT

IF YOU HAVE ANY QUESTIONS OR COMMENTS ABOUT THIS ESTIMATE YOU MUST REQUEST A
 REVIEW BEFORE SEPTEMBER 10, 2015.

BUREAU OF ECONOMIC AND BUSINESS RESEARCH
 UNIVERSITY OF FLORIDA
 P.O. BOX 117148
 GAINESVILLE, FL. 32611-7148
 FAX (352) 392-4739 -- Email (srdoty@ufl.edu)

PRELIMINARY POPULATION ESTIMATE (PERMANENT RESIDENTS) APRIL 1, 2015

CENSUS 4/1/10	TOTAL POPULATION CHANGE	PRELIMINARY ESTIMATE 4/1/15	INMATES 4/1/15	PRELIMINARY EST. LESS INMATES 4/1/15
54,918	685	55,603	3,807	51,796

YOUR PRELIMINARY POPULATION ESTIMATE FOR APRIL 1, 2015 IS * 55,603 *

THE POPULATION ESTIMATE FOR STATE REVENUE SHARING, 2016-2017 FISCAL YEAR IS 51,796.

PLEASE MARK THE APPROPRIATE RESPONSE AND RETURN A COPY OF THIS FORM BEFORE SEPTEMBER 10, 2015. RETAIN THE OTHER COPY FOR YOUR FILE.

- ___ I HAVE REVIEWED THIS PRELIMINARY POPULATION ESTIMATE AND CONSIDER IT TO BE REASONABLY CORRECT.
- ___ I HAVE REVIEWED THIS PRELIMINARY POPULATION ESTIMATE AND DO NOT CONSIDER IT TO BE REASONABLY ACCURATE. I BELIEVE A MORE ACCURATE ESTIMATE WOULD BE _____. I REQUEST THAT YOU RECONSIDER YOUR PRELIMINARY ESTIMATE.
- ___ I HAVE REVIEWED THIS PRELIMINARY POPULATION ESTIMATE AND DO NOT CONSIDER IT TO BE REASONABLY ACCURATE. I AM ENCLOSING DOCUMENTATION WHICH I BELIEVE SUPPORTS AN APRIL 1, 2015 ESTIMATE OF _____. I REQUEST THAT YOU REVIEW THIS DOCUMENTATION AND RECONSIDER YOUR PRELIMINARY ESTIMATE.

DATE TITLE SIGNATURE

IF FUTURE CORRESPONDENCE SHOULD BE SENT TO AN ADDRESS OR PERSON DIFFERENT THAN THAT CURRENTLY LISTED, PLEASE ENTER THE NEW INFORMATION BELOW.

PLEASE PRINT

IF YOU HAVE ANY QUESTIONS OR COMMENTS ABOUT THIS ESTIMATE YOU MUST REQUEST A REVIEW BEFORE SEPTEMBER 10, 2015.

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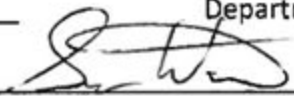
BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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Today's Date: 8/14/15 Meeting Date: 8/20/15

Name: Joel Foreman Department: County Attorney

Division Manager's Signature: 

1. Nature and purpose of agenda item: Revised County Manager contract.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item? N/A
- Yes Account No. _____
- No Please list the proposed budget amendment to fund this request


Budget Amendment Number: _____

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
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For Use of County Manger Only:

- [] Consent Item [] Discussion Item

MEMORANDUM

To: Commissioners DePratter, Frisina, Nash, Phillips, and Williams
CC: Ben Scott
From: Joel F. Foreman 
Re: County Manager Employment Agreement for Ben Scott
Severance Term Revision
F.S. section 215.425 Limitations and Requirements
Date: August 14, 2015

I was contacted on August 13, 2015, by a citizen who believed the severance package for Mr. Scott in the event of his termination without cause was statutorily limited to twenty weeks, and could not extend to the 180 days provided in the current version of Mr. Scott's contract. I verified that there is such a limitation, as well as a requirement that misconduct include reference to the statutory definition at F.S. section 443.036(29). Whether these matters are included in this contract is not in question; they are clearly required by law.

I therefore recommend that the revised contract, with the above-referenced changes as well as the changes I proposed in my prior memo of August 10, be placed on the August 20, 2015 Consent Agenda for approval. By this memo I am requesting same of Mr. Scott. If any commissioner wishes to discuss this matter before the board prior to approving the amended contract, please notify me or staff as soon as possible.

MEMORANDUM

To: Commissioners DePratter, Frisina, Nash, Phillips, and Williams

CC: Ben Scott

From: Joel F. Foreman 

Re: County Manager Employment Agreement for Ben Scott
AMENDMENT TO AUGUST 7, 2015 MEMORANDUM

Date: August 10, 2015

At last night's meeting the question was raised whether the proposed contract for Mr. Scott complied with the requirements of the County Charter. Specifically Commissioner Nash was concerned about whether the charter required a process for termination of the County Manager. Having reviewed the Charter previously but not having it in front of me at the time, I deferred the question and the BCC approved the contract subject to compliance with Charter.

Section 1.6 of the Charter provides for a bright-line separation of powers between the legislative and administrative functions of County Government. For county government to function, then, a County Manager must be appointed.

Article 3 of Columbia County's charter provides for very specific requirements for the appointment of the County Manager, for the board's non-interference with the manager's daily work, and for how the manager is to be employed. Article 3 nowhere requires a specific procedure for termination of the County Manager, but section 3.2 requires that "[t]erms and conditions of compensation and employment shall be set forth in a contract." The County Manager, by the express language of the Charter, must be employed by contract and his terms and conditions of employment must be contained within that contract. This goes to the point I was attempting to make last night that the County Manager's contract is unique to other types of contract the Board considers for approval.

Article 2 of the Charter as amended sets forth the powers of the Board of County Commissioners. Although Article 3 deals with the office of the County Manager and would seem to be the most logical place for inclusion of language dealing with termination of the County Manager, that subject is instead addressed under Article 2. Section 2.8(1) of the Charter provides:

The Board of County Commissioners, in addition to the powers and duties provided in the Charter, shall have the specific powers and duties to:

- (1) Appoint and reappoint the County Manager by a vote of a majority of the entire Board of County Commissioners, and remove the County Manager during a contract term by either a majority vote of the entire Board of County Commissioners at each of two successive regular meetings or by a majority plus one vote of the entire Board of County Commissioners at one meeting of the Board

of County Commissioners, which meeting may be a regular meeting or a special meeting.

The process implemented by Charter may not be overridden by contract. The process called for in Mr. Scott's contract provides for termination as follows:

The Board may, at any time whatsoever, terminate the employment of Scott as Manager, without cause, through an affirmative vote of not less than three members of the Board to terminate Scott, but only after reasonable prior notice of calling such vote is provided to Scott. Reasonable prior notice for purposes of this Agreement only is defined as not less than 72 hours notice before any meeting at which the question of termination will be discussed is called to order. If such a vote is called and made, Scott shall be provided with written notice of the decision of the Board, and the effective date of termination shall be not less than 30 days following the vote to terminate Scott.

Clearly the process under the contract is less restrictive to the Board than the Charter. Here the conflict would resolve by following the Charter procedures. In almost all circumstances, following the Charter procedure would not, and could not, result in a breach of the contract as stated. There is a set of facts, however, where the Charter process, if followed, could result in a breach of the contract. That would occur if the Board exercised its supermajority power to terminate Scott at a single meeting. The Charter does not require that such a single meeting include "not less than 72 hours notice before any meeting at which the question of termination will be discussed is called to order". If the Board invoked its supermajority power of termination under the Charter with this provision intact, the Board could violate its contract with Scott as it is presently written.

In light of this supplemental review and the scope of the restriction on the motion to approve that the contract comply with the Charter, it is my opinion that all provisions of the contract relating to termination of Scott be drafted to conform to the requirements of the Charter. I have attached a draft in that form to this memo. It is my recommendation that the contract be signed with the attached changes, subject to comment by Mr. Scott, if any.

**COUNTY MANAGER EMPLOYMENT AGREEMENT
BETWEEN
COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
BENJAMIN DALE SCOTT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into on this ___ day of _____, 2015, by and between the Board of County Commissioners of Columbia County, a political subdivision of the State of Florida, (the "Board"), and Benjamin Dale Scott ("Scott").

W-I-T-N-E-S-S-E-T-H

WHEREAS, the Board desires to employ the services of Scott as County Manager of Columbia County (the "County"), , pursuant to the terms of the Columbia County Home Rule Charter (the "Charter"), the Columbia County Code of Ordinances (the "County Code"), the Columbia County Administrative Code (the "Administrative Code"), and all relevant statutes, laws, and constitutional provisions applicable to the position of Manager; and,

WHEREAS, it is the desire of the Board to provide certain benefits and establish certain conditions of employment for Scott as County Manager in accordance with this Agreement; and,

WHEREAS, it is the desire of the Board to secure and retain the services of Scott as County Manager and to provide inducement for him to continue in such employment; and

WHEREAS, Scott desires to accept employment as County Manager in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. Employment.

A. The Board hereby hires and appoints Scott as County Manager, under the terms established herein, to perform the duties and functions specified in the Charter, the County Code, the Administrative Code, and all relevant statutes, laws, constitutional provisions, and any other County ordinances, regulations, resolutions or policies applicable to the position of County Manager, and to perform such other legally permissible and proper duties and functions as the Board shall assign from time to time.

B. Employment of Scott as County Manager shall be effective no later than September 9, 2015. This Agreement shall remain in effect until terminated by the Board or Scott as provided herein.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Scott as Manager at any time, subject only to the provisions set forth in Section 3 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Scott to resign at any time from his position as the Manager, subject only to the provisions set forth in Section 4 of this Agreement.

Section 2. Duties and Obligations.

A. As the Manager, Scott shall have all of the duties, responsibilities, and powers set forth in the Charter, the County Code, the Administrative Code, and all relevant statutes, laws, constitutional provisions, and other County ordinances, regulations, resolutions and policies applicable to the position of Manager. Scott agrees to perform and undertake all such duties and responsibilities, and to exercise all such powers faithfully, industriously, and to the best of his ability, all in a professional and competent manner.

B. Scott, as the Manager, shall remain in the exclusive employ of the Board and shall devote all necessary time, attention, knowledge, and skills necessary to faithfully perform his duties and responsibilities, and to exercise his powers under this Agreement. Scott may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the Board, provided that such activities shall not interfere with his primary obligations as the Manager pursuant to this Agreement. Scott shall dedicate no less than an average of forty (40) hours per week to the performance of his duties hereunder.

C. In the event Scott shall serve on any appointed or elected board of any professional organization, or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by Scott related to such service, such money or property shall be paid over to or delivered to the County, unless otherwise provided by the Board.

Section 3. Termination and Severance Pay.

A. Termination without Cause. The Board may, in accordance with its powers under Article 2 of the Home Rule Charter for Columbia County, Florida, as amended, terminate the employment of Scott as Manager, without cause. Scott shall be provided with written notice of the decision of the Board, and the effective date of termination shall be not less than 30 days following the vote to terminate Scott. Upon termination under this part, Scott will be entitled to: 1) a severance payment equal to twenty (20) weeks of base salary; 2) a lump sum payment at his then-hourly rate of base salary as Manager for all annual leave hours accumulated but unused as of the date of termination, not to exceed the maximum accrual provided in the County's Personnel Policies Manual applicable to all other non-union employees of the Board; 3) a lump sum payment at his then-hourly rate of base salary as Manager for all sick leave hours accumulated but unused as of the date of termination, subject to the limitations and maximum accrual provided in the County's Personnel Policies Manual applicable to all other non-union employees of the Board; and 4) continuation of the Manager's health insurance under Section 9 at County expense for a period of one hundred and eighty (180) calendar days following the effective date of termination in accordance with, and within the limitations of, COBRA and the rates applicable thereunder.

B. Termination for Cause. The Board may, in accordance with its powers under Article 2 of the Home Rule Charter for Columbia County, Florida, as amended, for good cause shown, terminate the employment of Scott as the Manager at any time whatsoever. Scott shall be entitled to a hearing on the question of whether cause existed to terminate his employment within five (5) business days of termination for good cause shown, if he so requests a hearing, in writing, to the County Attorney. In

the event Scott's employment as Manager is terminated for cause, the County shall be under no obligation to pay severance pay described under subsection A(1) or the continuation of health insurance described under subsection A(4) hereof. The term "for good cause shown" shall include but not be limited to: gross negligence in the handling of County affairs; willful violation of the provisions of law; willful disregard of a direct order, demand, or policy of the Board; conduct unbecoming a public employee; illegal or habitual alcohol or drug abuse; conviction of a felony; conviction of any crime involving moral turpitude or relating to official duties; or violation of the Florida Ethics Code, or misconduct, as defined in Florida Statutes section 443.036(29). For the purpose of this subsection, if Scott pleads guilty or nolo contendere or is found guilty of a felony, he shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

C. If Scott should become permanently disabled or otherwise unable to perform his duties and responsibilities effectively, or to exercise his powers as Manager as provided in this Agreement because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks, then the Board shall have the right to terminate this Agreement in accordance with provisions of subsection A hereof.

D. This Agreement shall continue in full force and effect until employment is terminated as provided herein, or a new employment agreement between Scott and the Board supersedes it.

Section 4. Resignation.

A. Scott shall provide the County not less than sixty (60) days' written notice prior to the effective date of any voluntary resignation, unless the parties agree otherwise.

B. In the event Scott voluntarily resigns his position as Manager, the County shall be under no obligation to pay severance pay described under subsection A(1) or pay for the continuation of health insurance described under subsection A(4) hereof.

Section 5. Compensation and Annual Review.

A. The County shall pay Scott for his services as the Manager an annual base salary of \$120,000.00 payable in equal installments pursuant to County policy, and may increase Scott's compensation from time to time as herein provided. Scott's salary shall be automatically increased at the same time and by an amount equal to any COLA increase in salary given to the non-union employees of the Board. This Agreement shall not be construed as limiting the authority of the Board to increase the base salary or other benefits paid to Scott under this or any other agreement.

B. The Board shall periodically review and evaluate the performance of Scott as Manager, not less than once every fiscal year with that review to be completed between December 1 and the immediately following January 31. Said review and evaluation shall assess Scott's performance of all duties and responsibilities, and his exercise of all powers for which he is responsible under this Agreement since the effective date of Scott's employment under this Agreement or during the immediately preceding twelve- (12-) month period. Not later than sixty days following completion of the review, the chairperson of the Board shall provide to Scott a summary written statement of the findings of the Board. Failure by the Board to conduct such a review and evaluation in any given year or years shall not be considered a breach of this Agreement, and shall not constitute waiver as to future reviews.

C. Each fiscal year, the Board and Scott shall work together to define goals and performance objectives that they determine appropriate for the proper operation of the County and attainment of the Board's policy objectives. The goals and objectives shall be prioritized and reduced to writing. The goals and objectives shall be reasonably attainable within the time limitations specified, and shall take in to account the County's annual operating budget and capital budget and appropriations provided thereunder for attaining each goal.

Section 6. Retirement.

A. The Board shall contribute to the Florida Retirement System on Scott's behalf as a member of the System's Senior Management Service Class, pursuant to Florida general law.

B. In addition to the retirement contributions made by the Board to the Florida Retirement System, Scott may contribute to such retirement program as may be appropriate, deferred compensation in an amount equal to the current maximum amount provided for in 26 U.S.C. 457. Scott, at all times, shall be fully vested in and entitled to all such contributions.

Section 7. Automobile and Communications Equipment.

The parties understand and agree that the County Manager shall be on call for twenty-four hour service. To facilitate Scott's performance of his duties:

A. The County shall provide Scott with a suitable County vehicle for use on official business and related matters. The County shall be responsible for paying for the purchase, operation, maintenance, repair, insurance and regular replacement of said vehicle. This vehicle shall not be Scott's primary means of transportation, but shall be available at all times to Scott to travel for purposes related to his performance hereunder.

B. The County shall provide a cell phone for use for County purposes and business.

Section 8. Other Benefits.

A. Except as may be otherwise limited under the terms of this Agreement, Scott as the Manager shall be entitled to earn, use, accrue and be compensated for annual leave, sick leave, holiday leave and other benefits as are generally granted to other non-union employees of the Board of County Commissioners who have accumulated 15 years of service.

B. The Board, in consultation with Scott, may from time to time fix any such other terms and conditions of employment as it may determine proper relating to Scott's performance under this Agreement, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or other applicable law. Any amendment, modification, or other change to this Agreement shall be reduced to writing and signed by Scott and the then-serving Chairperson of the Board after consideration and approval by the Board of County Commissioners.

Section 9. Insurance.

A. The Board shall provide term life insurance as is generally provided to other non-union employees of the Board in the amount of \$120,000 at no charge to Scott as the Manager.

B. The Board shall provide to Scott medical and dental insurance on the same terms and conditions as are available to all other non-union employees of the Board.

Section 10. No Reduction of Benefits.

The Board shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Scott as the Manager, except and to the degree and extent such reduction is also imposed for all other non-union employees of the Board.

Section 11. Dues and Association Memberships.

A. The Board agrees to pay professional dues and subscriptions for Scott as necessary for his participation in the Florida City and County Management Associations, as well as any other organizations that the Board agrees are necessary and desirable and conditioned upon budget approval.

B. The parties agree that it is necessary for the Manager and beneficial to the County for Scott to attend professional conferences and training sessions relating to counties and county administration. The Board agrees that Scott shall be permitted to attend professional association conferences and training sessions as selected by Scott. The County shall pay the travel and lodging expenses incurred in Scott's attendance at such conferences, together with per diem for subsistence, all in accordance with the policies of the Board applicable to non-union employees, and up to the limitations and restrictions set forth in Section 112.061, Florida Statutes or other applicable Florida law.

Section 12. Residence.

Scott shall at all times remain a full-time resident of the County during his employment as Manager under this Agreement. Should Scott cease to reside within the County, that event shall constitute good cause for termination.

Section 13. Suspension

If the Board wishes to investigate allegations of misconduct by Scott, then the Board shall have the authority to suspend Scott as Manager, but only with full pay and benefits, until such investigation is complete and rendition of a final decision by the Board is made. Suspension may be imposed only by agreement of a majority of the Board and the Manager or after a public hearing in which a majority of the Board members vote to suspend the Manager for cause. Prior to any hearing relating to suspension of Scott, the County Attorney shall give Scott written notice setting forth any charges giving rise to just cause at least 7 days prior to such a hearing.

Section 14. Indemnification

To the extent required and otherwise allowed by law, but subject to the limitations set forth in Section 768.28, Florida Statutes, and as otherwise may be limited or prohibited by law, and without waiving any available defense of sovereign immunity of the Board or the County, the Board agrees that the County shall defend, hold harmless, and indemnify Scott against any tort, professional liability claim, or demand or other legal action, groundless or otherwise, arising out of an alleged act or omission committed by Scott within the scope of his employment hereunder. Provided, however, that Scott shall timely report any such allegation to the Board and thereafter cooperate fully and

honestly in the County's defense thereof. The Board may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, subject to reimbursement by Scott if required by law. Said indemnification shall extend beyond termination of employment and expiration of this Agreement to provide full and complete protection to Scott by the County for any acts or omissions committed within the scope of his employment hereunder as Manager, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following Scott's employment with the County. The provisions of this section shall not apply to any claim, demand, suit, or cause brought or asserted against Scott for his acts or omissions committed while acting outside the course and scope of his employment under this Agreement, nor shall it apply for acts or omissions of Scott committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, property, or civil rights.

Section 15. Entire Agreement

This document constitutes the entire Agreement between the parties, except as may be amended from time to time, in writing, by the parties hereto. All provisions contained in this Agreement are subject to and conditioned upon compliance with the Charter, the County Code, the Administrative Code, and all statutes, laws, constitutional provisions, and other County ordinances, regulations, resolutions and policies. In the event of a conflict with this Agreement, the Charter, the County Code, the Administrative Code, and all such statutes, laws, constitutional provisions and other County ordinances, regulations, resolutions and policies shall take precedence.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to have been executed on behalf of each as of the date and year first above-written.

MANAGER:

Benjamin Dale Scott

BOARD:

Board of County Commissioners of Columbia County, a political subdivision of the State of Florida:

By: _____
Russell DePratter, Chairman

Attest:

P. DeWitt Cason
Clerk of Courts

**COUNTY MANAGER EMPLOYMENT AGREEMENT
BETWEEN
COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
BENJAMIN DALE SCOTT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into on this ___ day of _____, 2015, by and between the Board of County Commissioners of Columbia County, a political subdivision of the State of Florida, (the "Board"), and Benjamin Dale Scott ("Scott").

W-I-T-N-E-S-S-E-T-H

WHEREAS, the Board desires to employ the services of Scott as County Manager of Columbia County (the "County"), , pursuant to the terms of the Columbia County Home Rule Charter (the "Charter"), the Columbia County Code of Ordinances (the "County Code"), the Columbia County Administrative Code (the "Administrative Code"), and all relevant statutes, laws, and constitutional provisions applicable to the position of Manager; and,

WHEREAS, it is the desire of the Board to provide certain benefits and establish certain conditions of employment for Scott as County Manager in accordance with this Agreement; and,

WHEREAS, it is the desire of the Board to secure and retain the services of Scott as County Manager and to provide inducement for him to continue in such employment; and

WHEREAS, Scott desires to accept employment as County Manager in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. Employment.

A. The Board hereby hires and appoints Scott as County Manager, under the terms established herein, to perform the duties and functions specified in the Charter, the County Code, the Administrative Code, and all relevant statutes, laws, constitutional provisions, and any other County ordinances, regulations, resolutions or policies applicable to the position of County Manager, and to perform such other legally permissible and proper duties and functions as the Board shall assign from time to time.

B. Employment of Scott as County Manager shall be effective no later than September 9, 2015. This Agreement shall remain in effect until terminated by the Board or Scott as provided herein.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Scott as Manager at any time, subject only to the provisions set forth in Section 3 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Scott to resign at any time from his position as the Manager, subject only to the provisions set forth in Section 4 of this Agreement.

Section 2. Duties and Obligations.

A. As the Manager, Scott shall have all of the duties, responsibilities, and powers set forth in the Charter, the County Code, the Administrative Code, and all relevant statutes, laws, constitutional provisions, and other County ordinances, regulations, resolutions and policies applicable to the position of Manager. Scott agrees to perform and undertake all such duties and responsibilities, and to exercise all such powers faithfully, industriously, and to the best of his ability, all in a professional and competent manner.

B. Scott, as the Manager, shall remain in the exclusive employ of the Board and shall devote all necessary time, attention, knowledge, and skills necessary to faithfully perform his duties and responsibilities, and to exercise his powers under this Agreement. Scott may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the Board, provided that such activities shall not interfere with his primary obligations as the Manager pursuant to this Agreement. Scott shall dedicate no less than an average of forty (40) hours per week to the performance of his duties hereunder.

C. In the event Scott shall serve on any appointed or elected board of any professional organization, or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by Scott related to such service, such money or property shall be paid over to or delivered to the County, unless otherwise provided by the Board.

Section 3. Termination and Severance Pay.

A. Termination without Cause. The Board may, in accordance with its powers under Article 2 of the Home Rule Charter for Columbia County, Florida, as amended, terminate the employment of Scott as Manager, without cause. Scott shall be provided with written notice of the decision of the Board, and the effective date of termination shall be not less than 30 days following the vote to terminate Scott. Upon termination under this part, Scott will be entitled to: 1) a severance payment equal to ~~one hundred and eighty (180) calendar days~~ twenty (20) weeks of base salary; 2) a lump sum payment at his then-hourly rate of base salary as Manager for all annual leave hours accumulated but unused as of the date of termination, not to exceed the maximum accrual provided in the County's Personnel Policies Manual applicable to all other non-union employees of the Board; 3) a lump sum payment at his then-hourly rate of base salary as Manager for all sick leave hours accumulated but unused as of the date of termination, subject to the limitations and maximum accrual provided in the County's Personnel Policies Manual applicable to all other non-union employees of the Board; and 4) continuation of the Manager's health insurance under Section 9 at County expense for a period of one hundred and eighty (180) calendar days following the effective date of termination in accordance with, and within the limitations of, COBRA and the rates applicable thereunder.

B. Termination for Cause. The Board may, in accordance with its powers under Article 2 of the Home Rule Charter for Columbia County, Florida, as amended, for good cause shown, terminate the employment of Scott as the Manager at any time whatsoever. Scott shall be entitled to a hearing on the question of whether cause existed to terminate his employment within five (5) business days of termination for good cause shown, if he so requests a hearing, in writing, to the County Attorney. In

the event Scott's employment as Manager is terminated for cause, the County shall be under no obligation to pay severance pay described under subsection A(1) or the continuation of health insurance described under subsection A(4) hereof. The term "for good cause shown" shall include but not be limited to: gross negligence in the handling of County affairs; willful violation of the provisions of law; willful disregard of a direct order, demand, or policy of the Board; conduct unbecoming a public employee; illegal or habitual alcohol or drug abuse; conviction of a felony; conviction of any crime involving moral turpitude or relating to official duties; or violation of the Florida Ethics Code, or misconduct, as defined in Florida Statutes section 443.036(29). For the purpose of this subsection, if Scott pleads guilty or nolo contendere or is found guilty of a felony, he shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

C. If Scott should become permanently disabled or otherwise unable to perform his duties and responsibilities effectively, or to exercise his powers as Manager as provided in this Agreement because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks, then the Board shall have the right to terminate this Agreement in accordance with provisions of subsection A hereof.

D. This Agreement shall continue in full force and effect until employment is terminated as provided herein, or a new employment agreement between Scott and the Board supersedes it.

Section 4. Resignation.

A. Scott shall provide the County not less than sixty (60) days' written notice prior to the effective date of any voluntary resignation, unless the parties agree otherwise.

B. In the event Scott voluntarily resigns his position as Manager, the County shall be under no obligation to pay severance pay described under subsection A(1) or pay for the continuation of health insurance described under subsection A(4) hereof.

Section 5. Compensation and Annual Review.

A. The County shall pay Scott for his services as the Manager an annual base salary of \$120,000.00 payable in equal installments pursuant to County policy, and may increase Scott's compensation from time to time as herein provided. Scott's salary shall be automatically increased at the same time and by an amount equal to any COLA increase in salary given to the non-union employees of the Board. This Agreement shall not be construed as limiting the authority of the Board to increase the base salary or other benefits paid to Scott under this or any other agreement.

B. The Board shall periodically review and evaluate the performance of Scott as Manager, not less than once every fiscal year with that review to be completed between December 1 and the immediately following January 31. Said review and evaluation shall assess Scott's performance of all duties and responsibilities, and his exercise of all powers for which he is responsible under this Agreement since the effective date of Scott's employment under this Agreement or during the immediately preceding twelve- (12-) month period. Not later than sixty days following completion of the review, the chairperson of the Board shall provide to Scott a summary written statement of the findings of the Board. Failure by the Board to conduct such a review and evaluation in any given year or years shall not be considered a breach of this Agreement, and shall not constitute waiver as to future reviews.

C. Each fiscal year, the Board and Scott shall work together to define goals and performance objectives that they determine appropriate for the proper operation of the County and attainment of the Board's policy objectives. The goals and objectives shall be prioritized and reduced to writing. The goals and objectives shall be reasonably attainable within the time limitations specified, and shall take in to account the County's annual operating budget and capital budget and appropriations provided thereunder for attaining each goal.

Section 6. Retirement.

A. The Board shall contribute to the Florida Retirement System on Scott's behalf as a member of the System's Senior Management Service Class, pursuant to Florida general law.

B. In addition to the retirement contributions made by the Board to the Florida Retirement System, Scott may contribute to such retirement program as may be appropriate, deferred compensation in an amount equal to the current maximum amount provided for in 26 U.S.C. 457. Scott, at all times, shall be fully vested in and entitled to all such contributions.

Section 7. Automobile and Communications Equipment.

The parties understand and agree that the County Manager shall be on call for twenty-four hour service. To facilitate Scott's performance of his duties:

A. The County shall provide Scott with a suitable County vehicle for use on official business and related matters. The County shall be responsible for paying for the purchase, operation, maintenance, repair, insurance and regular replacement of said vehicle. This vehicle shall not be Scott's primary means of transportation, but shall be available at all times to Scott to travel for purposes related to his performance hereunder.

B. The County shall provide a cell phone for use for County purposes and business.

Section 8. Other Benefits.

A. Except as may be otherwise limited under the terms of this Agreement, Scott as the Manager shall be entitled to earn, use, accrue and be compensated for annual leave, sick leave, holiday leave and other benefits as are generally granted to other non-union employees of the Board of County Commissioners who have accumulated 15 years of service.

B. The Board, in consultation with Scott, may from time to time fix any such other terms and conditions of employment as it may determine proper relating to Scott's performance under this Agreement, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or other applicable law. Any amendment, modification, or other change to this Agreement shall be reduced to writing and signed by Scott and the then-serving Chairperson of the Board after consideration and approval by the Board of County Commissioners.

Section 9. Insurance.

A. The Board shall provide term life insurance as is generally provided to other non-union employees of the Board in the amount of \$120,000 at no charge to Scott as the Manager.

B. The Board shall provide to Scott medical and dental insurance on the same terms and conditions as are available to all other non-union employees of the Board.

Section 10. No Reduction of Benefits.

The Board shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Scott as the Manager, except and to the degree and extent such reduction is also imposed for all other non-union employees of the Board.

Section 11. Dues and Association Memberships.

A. The Board agrees to pay professional dues and subscriptions for Scott as necessary for his participation in the Florida City and County Management Associations, as well as any other organizations that the Board agrees are necessary and desirable and conditioned upon budget approval.

B. The parties agree that it is necessary for the Manager and beneficial to the County for Scott to attend professional conferences and training sessions relating to counties and county administration. The Board agrees that Scott shall be permitted to attend professional association conferences and training sessions as selected by Scott. The County shall pay the travel and lodging expenses incurred in Scott's attendance at such conferences, together with per diem for subsistence, all in accordance with the policies of the Board applicable to non-union employees, and up to the limitations and restrictions set forth in Section 112.061, Florida Statutes or other applicable Florida law.

Section 12. Residence.

Scott shall at all times remain a full-time resident of the County during his employment as Manager under this Agreement. Should Scott cease to reside within the County, that event shall constitute good cause for termination.

Section 13. Suspension

If the Board wishes to investigate allegations of misconduct by Scott, then the Board shall have the authority to suspend Scott as Manager, but only with full pay and benefits, until such investigation is complete and rendition of a final decision by the Board is made. Suspension may be imposed only by agreement of a majority of the Board and the Manager or after a public hearing in which a majority of the Board members vote to suspend the Manager for cause. Prior to any hearing relating to suspension of Scott, the County Attorney shall give Scott written notice setting forth any charges giving rise to just cause at least 7 days prior to such a hearing.

Section 14. Indemnification

To the extent required and otherwise allowed by law, but subject to the limitations set forth in Section 768.28, Florida Statutes, and as otherwise may be limited or prohibited by law, and without waiving any available defense of sovereign immunity of the Board or the County, the Board agrees that the County shall defend, hold harmless, and indemnify Scott against any tort, professional liability claim, or demand or other legal action, groundless or otherwise, arising out of an alleged act or omission committed by Scott within the scope of his employment hereunder. Provided, however, that Scott shall timely report any such allegation to the Board and thereafter cooperate fully and

honestly in the County's defense thereof. The Board may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, subject to reimbursement by Scott if required by law. Said indemnification shall extend beyond termination of employment and expiration of this Agreement to provide full and complete protection to Scott by the County for any acts or omissions committed within the scope of his employment hereunder as Manager, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following Scott's employment with the County. The provisions of this section shall not apply to any claim, demand, suit, or cause brought or asserted against Scott for his acts or omissions committed while acting outside the course and scope of his employment under this Agreement, nor shall it apply for acts or omissions of Scott committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, property, or civil rights.

Section 15. Entire Agreement

This document constitutes the entire Agreement between the parties, except as may be amended from time to time, in writing, by the parties hereto. All provisions contained in this Agreement are subject to and conditioned upon compliance with the Charter, the County Code, the Administrative Code, and all statutes, laws, constitutional provisions, and other County ordinances, regulations, resolutions and policies. In the event of a conflict with this Agreement, the Charter, the County Code, the Administrative Code, and all such statutes, laws, constitutional provisions and other County ordinances, regulations, resolutions and policies shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to have been executed on behalf of each as of the date and year first above-written.

MANAGER:

Benjamin Dale Scott

BOARD:

Board of County Commissioners of Columbia County, a political subdivision of the State of Florida:

By: _____
Russell DePratter, Chairman

Attest:

P. DeWitt Cason
Clerk of Courts

**COUNTY MANAGER EMPLOYMENT AGREEMENT
BETWEEN
COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
BENJAMIN DALE SCOTT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into on this ___ day of _____, 2015, by and between the Board of County Commissioners of Columbia County, a political subdivision of the State of Florida, (the "Board"), and Benjamin Dale Scott ("Scott").

W-I-T-N-E-S-S-E-T-H

WHEREAS, the Board desires to employ the services of Scott as County Manager of Columbia County (the "County"), , pursuant to the terms of the Columbia County Home Rule Charter (the "Charter"), the Columbia County Code of Ordinances (the "County Code"), the Columbia County Administrative Code (the "Administrative Code"), and all relevant statutes, laws, and constitutional provisions applicable to the position of Manager; and,

WHEREAS, it is the desire of the Board to provide certain benefits and establish certain conditions of employment for Scott as County Manager in accordance with this Agreement; and,

WHEREAS, it is the desire of the Board to secure and retain the services of Scott as County Manager and to provide inducement for him to continue in such employment; and

WHEREAS, Scott desires to accept employment as County Manager in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. Employment.

A. The Board hereby hires and appoints Scott as County Manager, under the terms established herein, to perform the duties and functions specified in the Charter, the County Code, the Administrative Code, and all relevant statutes, laws, constitutional provisions, and any other County ordinances, regulations, resolutions or policies applicable to the position of County Manager, and to perform such other legally permissible and proper duties and functions as the Board shall assign from time to time.

B. Employment of Scott as County Manager shall be effective no later than September 9, 2015. This Agreement shall remain in effect until terminated by the Board or Scott as provided herein.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Scott as Manager at any time, subject only to the provisions set forth in Section 3 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Scott to resign at any time from his position as the Manager, subject only to the provisions set forth in Section 4 of this Agreement.

Section 2. Duties and Obligations.

A. As the Manager, Scott shall have all of the duties, responsibilities, and powers set forth in the Charter, the County Code, the Administrative Code, and all relevant statutes, laws, constitutional provisions, and other County ordinances, regulations, resolutions and policies applicable to the position of Manager. Scott agrees to perform and undertake all such duties and responsibilities, and to exercise all such powers faithfully, industriously, and to the best of his ability, all in a professional and competent manner.

B. Scott, as the Manager, shall remain in the exclusive employ of the Board and shall devote all necessary time, attention, knowledge, and skills necessary to faithfully perform his duties and responsibilities, and to exercise his powers under this Agreement. Scott may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the Board, provided that such activities shall not interfere with his primary obligations as the Manager pursuant to this Agreement. Scott shall dedicate no less than an average of forty (40) hours per week to the performance of his duties hereunder.

C. In the event Scott shall serve on any appointed or elected board of any professional organization, or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by Scott related to such service, such money or property shall be paid over to or delivered to the County, unless otherwise provided by the Board.

Section 3. Termination and Severance Pay.

A. Termination without Cause. The Board may, in accordance with its powers under Article 2 of the Home Rule Charter for Columbia County, Florida, as amended, at any time whatsoever, terminate the employment of Scott as Manager, without cause, ~~through an affirmative vote of not less than three members of the Board to terminate Scott, but only after reasonable prior notice of calling such vote is provided to Scott. Reasonable prior notice for purposes of this Agreement only is defined as not less than 72 hours notice before any meeting at which the question of termination will be discussed is called to order. If such a vote is called and made,~~ Scott shall be provided with written notice of the decision of the Board, and the effective date of termination shall be not less than 30 days following the vote to terminate Scott. Upon termination under this part, Scott will be entitled to: 1) a severance payment equal to one hundred and eighty (180) calendar days of base salary; 2) a lump sum payment at his then-hourly rate of base salary as Manager for all annual leave hours accumulated but unused as of the date of termination, not to exceed the maximum accrual provided in the County's Personnel Policies Manual applicable to all other non-union employees of the Board; 3) a lump sum payment at his then-hourly rate of base salary as Manager for all sick leave hours accumulated but unused as of the date of termination, subject to the limitations and maximum accrual provided in the County's Personnel Policies Manual applicable to all other non-union employees of the Board; and 4) continuation of the Manager's health insurance under Section 9 at County expense for a period of one hundred and eighty (180) calendar days following the effective date of termination in accordance with, and within the limitations of, COBRA and the rates applicable thereunder.

B. Termination for Cause. The Board may, in accordance with its powers under Article 2 of the Home Rule Charter for Columbia County, Florida, as amended, for good cause shown, terminate the employment of Scott as the Manager at any time whatsoever, ~~through an affirmative vote of not less than three (3) members of the Board of County Commissioners.~~ Scott shall be entitled to a hearing ~~if on the question of whether cause existed to terminate his employment;~~ within five (5) business days of termination for good cause shown, if he so requests a hearing, in writing, to the County Attorney. In the event Scott's employment as Manager is terminated for cause, the County shall be under no obligation to pay severance pay described under subsection A(1) or the continuation of health insurance described under subsection A(4) hereof. The term "for good cause shown" shall include but not be limited to: gross negligence in the handling of County affairs; willful violation of the provisions of law; willful disregard of a direct order, demand, or policy of the Board; conduct unbecoming a public employee; illegal or habitual alcohol or drug abuse; conviction of a felony; conviction of any crime involving moral turpitude or relating to official duties; or violation of the Florida Ethics Code. For the purpose of this subsection, if Scott pleads guilty or nolo contendere or is found guilty of a felony, he shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

C. If Scott should become permanently disabled or otherwise unable to perform his duties and responsibilities effectively, or to exercise his powers as Manager as provided in this Agreement because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks, then the Board shall have the right to terminate this Agreement in accordance with provisions of subsection A hereof.

D. This Agreement shall continue in full force and effect until employment is terminated as provided herein, or a new employment agreement between Scott and the Board supersedes it.

Section 4. Resignation.

A. Scott shall provide the County not less than sixty (60) days' written notice prior to the effective date of any voluntary resignation, unless the parties agree otherwise.

B. In the event Scott voluntarily resigns his position as Manager, the County shall be under no obligation to pay severance pay described under subsection A(1) or pay for the continuation of health insurance described under subsection A(4) hereof.

Section 5. Compensation and Annual Review.

A. The County shall pay Scott for his services as the Manager an annual base salary of \$120,000.00 payable in equal installments pursuant to County policy, and may increase Scott's compensation from time to time as herein provided. Scott's salary shall be automatically increased at the same time and by an amount equal to any COLA increase in salary given to the non-union employees of the Board. This Agreement shall not be construed as limiting the authority of the Board to increase the base salary or other benefits paid to Scott under this or any other agreement.

B. The Board shall periodically review and evaluate the performance of Scott as Manager, not less than once every fiscal year with that review to be completed between December 1 and the immediately following January 31. Said review and evaluation shall assess Scott's performance of all duties and responsibilities, and his exercise of all powers for which he is responsible under this Agreement since the effective date of Scott's employment under this Agreement or during the

immediately preceding twelve- (12-) month period. Not later than sixty days following completion of the review, the chairperson of the Board shall provide to Scott a summary written statement of the findings of the Board. Failure by the Board to conduct such a review and evaluation in any given year or years shall not be considered a breach of this Agreement, and shall not constitute waiver as to future reviews.

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A. The Board shall contribute to the Florida Retirement System on Scott's behalf as a member of the System's Senior Management Service Class, pursuant to Florida general law.

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The parties understand and agree that the County Manager shall be on call for twenty-four hour service. To facilitate Scott's performance of his duties:

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B. The County shall provide a cell phone for use for County purposes and business.

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B. The Board, in consultation with Scott, may from time to time fix any such other terms and conditions of employment as it may determine proper relating to Scott's performance under this Agreement, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or other applicable law. Any amendment, modification, or other change to this Agreement shall be reduced to writing and signed by Scott and the then-serving Chairperson of the Board after consideration and approval by the Board of County Commissioners.

Section 9. Insurance.

A. The Board shall provide term life insurance as is generally provided to other non-union employees of the Board in the amount of \$120,000 at no charge to Scott as the Manager.

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Scott shall at all times remain a full-time resident of the County during his employment as Manager under this Agreement. Should Scott cease to reside within the County, that event shall constitute good cause for termination.

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Section 14. Indemnification

To the extent required and otherwise allowed by law, but subject to the limitations set forth in Section 768.28, Florida Statutes, and as otherwise may be limited or prohibited by law, and without

waiving any available defense of sovereign immunity of the Board or the County, the Board agrees that the County shall defend, hold harmless, and indemnify Scott against any tort, professional liability claim, or demand or other legal action, groundless or otherwise, arising out of an alleged act or omission committed by Scott within the scope of his employment hereunder. Provided, however, that Scott shall timely report any such allegation to the Board and thereafter cooperate fully and honestly in the County's defense thereof. The Board may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, subject to reimbursement by Scott if required by law. Said indemnification shall extend beyond termination of employment and expiration of this Agreement to provide full and complete protection to Scott by the County for any acts or omissions committed within the scope of his employment hereunder as Manager, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following Scott's employment with the County. The provisions of this section shall not apply to any claim, demand, suit, or cause brought or asserted against Scott for his acts or omissions committed while acting outside the course and scope of his employment under this Agreement, nor shall it apply for acts or omissions of Scott committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, property, or civil rights.

Section 15. Entire Agreement

This document constitutes the entire Agreement between the parties, except as may be amended from time to time, in writing, by the parties hereto. All provisions contained in this Agreement are subject to and conditioned upon compliance with the Charter, the County Code, the Administrative Code, and all statutes, laws, constitutional provisions, and other County ordinances, regulations, resolutions and policies. In the event of a conflict with this Agreement, the Charter, the County Code, the Administrative Code, and all such statutes, laws, constitutional provisions and other County ordinances, regulations, resolutions and policies shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to have been executed on behalf of each as of the date and year first above-written.

MANAGER:

Benjamin Dale Scott

BOARD:

Board of County Commissioners of Columbia County, a political subdivision of the State of Florida:

By: _____
Russell DePratter, Chairman

Attest:

P. DeWitt Cason
Clerk of Courts

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

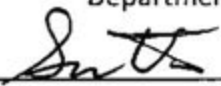
The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 08/13/2015

Meeting Date: 08/20/ 2015

Name: Scott Ward

Department: Administration

Division Manager's Signature: 

1. Nature and purpose of agenda item: Requesting Approval of Minutes of August 6, 2015

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item [] Discussion Item

Columbia County
Board of County Commissioners

Minutes of
August 6, 2015

The Columbia County Board of County Commissioners met in a regular meeting at the auditorium of the School Board Administrative Complex at 5:30 p.m. The meeting opened with prayer and the Pledge of Allegiance to the Flag of the United States of America.

Commissioners in Attendance: Chairman Rusty DePratter, Scarlet Frisina, Ronald Williams, Bucky Nash and Everett Phillips.

Others in Attendance: County Manager Ben Scott ("CM")
Assistant County Manager Scott Ward ("ACM")
Safety Manager David Kraus ("SM")
Operations Manager Kevin Kirby ("OM")
County Attorney Joel Foreman
Deputy Clerk Katrina Vercher

Guests

Commissioner DePratter welcomed Commissioner Larry Sessions of Suwannee County, Florida and Troop B of the Boys Scouts of America.

Agenda Additions/Deletions

Additions:

- Health Insurance Renewal
- IRFP 2015-F Audit Services

Deletions:

None.

MOTION by Commissioner Frisina to approve the agenda. SECOND by Commissioner Nash. The motion carried unanimously.

Public Comment on Discussion and Action Items:

Citizen Earl Peeler spoke in opposition to giving Excelsior Ambulance Service a Certificate of Public Necessity.

Citizen Barbara Lemley made inquiries regarding the Communication Services Tax. CM Scott addressed her concerns.

Citizen Stewart Lilker spoke in opposition to the Communication Services Tax, parts of the County Manager's Contract, and opposed the ranking used for the Auditor RFP. He also inquired as to why the Economic Development Director is not included in the proposed Resolution 2015R-1.

MOTION by Commissioner Frisina to approve the consent agenda as amended. SECOND by Commissioner Williams. The motion carried unanimously.

Consent Agenda:

- (1) External Budget Amendment – Fire/Rescue Department – BA # 15-65 – Repairs to Engine 51 - \$10,826.19
- (2) External Budget Amendment – Public Library – BA # 15-66 – Requesting Approval to Bring Forward Bernhardt Trust Funds/Virginia Bishop Reserve Funds - \$1,937.00
- (3) Administration – Health Insurance Renewal
- (4) Fire/Rescue Department – Requesting Approval in Enter into a Contract with Hanger 14 Solutions, LLC – Software and Licensing of a Tablet-Based Response Software and Equipment - \$10,550.00
- (5) Landfill – Declaration of Junk Property – (6) 20 Yard Roll Off Containers, 202, 204, 209, 220, 225, 304 – To be Sold at a Salvage Yard (list attached)
- (6) Purchasing – Requesting Approval on RFP 2015-F Audit Services – Ranking of Firms and Permission to Begin Negotiations – Powell and Jones, CPA
- (7) Human Resources – Revised 911 Addressing/GIS Coordinator Position Description
- (8) Human Resources – Combined Safety Director Position Duties to be Inclusive of Risk Manager Duties in Accordance with BCC Approved 5/28/2015 Reorganization Plan
- (9) Administration – SHIP Program Certification for FY 15/16 - \$359,645.00
- (10) Public Library – Requesting Approval of the Annual State Aid to Public Libraries Agreement

- (11) Public Works – Utility Permit – Windstream Florida, Inc. – SW Washington Avenue
- (12) Public Works – Utility Permit – Comcast Cable – SW Ridgeview Place
- (13) Public Works – Utility Permit – Comcast Cable – SE Fawn Circle
- (14) Public Works – Utility Permit – City of Lake City – Baya Drive to Llewellyn Avenue
- (15) Public Works – Utility Permit – AT&T Authorized Agent Rebecka Bonts – US Hwy 90
- (16) Public Works – Utility Permit – AT&T Authorized Agent Rebecka Bonts – West US Hwy 90 to NW Brown Road
- (17) Public Works – Utility Permit – Carl & Connie Johnson – SW Riverside Avenue
- (18) Public Works – Utility Permit – Howard Septic Tank Service, Inc. – SW Riverside Avenue
- (19) Landscaping and Parks Department – Requesting Approval for FY 2016/2017 Florida Recreation Development Assistance Program Grant – Westside Community Center - \$50,000
- (20) Tourist Development Council – Requesting Approval of Contract with Royal Restrooms – FOWA Conference Event - Rum Island and Alligator Lake
- (21) 9-1-1 Addressing – Requesting Approval of Road Names – NW Melvin Court and NW Cash Court — District 3 - Commissioner Nash
- (22) Administration – Minute Approval – Board of County Commissioners – Regular Meeting – July 16, 2015

MOTION by Commissioner Williams to adopt the consent agenda, SECOND by Commissioner Frisina. The motion carried unanimously.

Discussion and Action Items:

Resolution No. 2015R-1-Revisions to Economic Development Advisory Board ("EDAB")

CM Scott explained the proposed revisions to the EDAB. The EDAB will serve as a review board for applications for issuance of any Industrial Development Revenue Bonds ("IDRB"). Attorney Foreman spoke with City Manager Johnson regarding the change; Mr. Johnson advised the City would like to be involved with the bond review.

For that reason, Attorney Foreman recommended that the last sentence of Section 4, paragraph I of Resolution No. 2015R-1 be removed.

MOTION by Commissioner Williams to include the City on any IDRb review by removing the last sentence of Section 4, paragraph I. SECOND by Commissioner Frisina. The motion carried unanimously.

Discussion ensued.

MOTION by Commissioner Frisina to add to the Resolution that prior to the expiration date of any sitting Board Members term, the County advertise for interested persons to apply for the seat on the EDAB. SECOND by Commissioner Frisina. The motion carried unanimously.

Discussion ensued. Commissioner Williams would like to see a woman and someone from Gateway Community College on the EDAB.

MOTION by Commissioner Frisina to approve Resolution No. 2015R-1 as amended, SECOND by Commissioner Nash.

Commissioner Frisina asked that as seats on the EDAB become available, Commissioner Williams' suggestions be taken into consideration when filling that position. Discussion ensued.

The Chairman called for a vote. The motion carried 4 to 1 with Commissioner Williams voting in opposition.

Resolution No. 2015R-15-Certificate of Public Convenience and Necessity ("COPCN"), Excelsior Ambulance Service

On August 15, 2013, the Commission voted to issue a COPCN to Excelsior Ambulance Service if they were awarded a contract by the Department of Veterans Affairs. On July 15, 2015, the Commission received notice that Excelsior Ambulance Service had been awarded a Department of Veterans Affairs Contract (No. VA248-14-Q-2350). Excelsior Ambulance Service is now requesting that the Commission issue the COPCN.

MOTION by Commissioner Phillips to deny Resolution No. 2015R-15, SECOND by Commissioner Williams for discussion.

Discussion ensued. Commissioners Phillips and Williams both withdrew their motion.

MOTION by Commissioner Williams to table this item to allow for further research by Attorney Foreman and discussion by the Board. SECOND by Commissioner Phillips. The motion carried unanimously.

Health Insurance Proposal (Prior Consent Agenda Item #3)

On July 23, 2015, CM Scott received notice from Sheriff Mark Hunter that the Sheriff's Office would no longer be participating in the County's insurance plans. This reduction in the number of members participating caused a rate adjustment of a 1.56 percent in the premium. The County will incur additional costs of \$50 per year per employee; employees increase will range from \$26.40 to \$188.16 annually depending on the plan chosen.

The insurance committee met on August 3, 2015 to discuss these changes and recommended the Commission approve the renewal offered.

MOTION by Commissioner Williams to approve the Insurance Committee's recommendation, SECOND by Commissioner Nash. The motion carried unanimously.

RFP 2015-F Audit Services (Prior Consent Agenda Item #6)

On June 17, 2015, the Audit Committee met and reviewed the RFP. Each member ranked the firms. Based on that ranking, Staff recommends the approval of the firm ranked number one which is Powell and Jones.

MOTION by Commissioner Frisina to take staff recommendations to approve RFP2015-F. SECOND by Commissioner Williams. The motion carried unanimously.

County Manager's Contract

As directed by the Commission at the March 5, 2015 meeting, a contract was negotiated with then ACM Ben Scott.

Attorney Foreman addressed the concerns that were raised in the public comments.

Discussion ensued.

MOTION by Commissioner Nash to approve the contract with the provision that the termination clause mirrors the charter. SECOND by Commissioner Phillips. The motion carried unanimously.

Ordinance No. 2015-15-Code Enforcement Board to Special Magistrate

Attorney Joel Foreman requested approval to set a public hearing on Ordinance No. 2015-15. The ordinance would dissolve the Code Enforcement Board and establish a Special Magistrate. The magistrate would have the authority to hold hearings and assess fines against violators of the respective county codes and ordinances.

MOTION by Commissioner Williams to approve setting the adoption hearing and publishing appropriate notice for the August 20, 2015 regular scheduled meeting. SECOND by Commissioner Frisina. The motion carried unanimously.

Ordinance No. 2015-19-Tourist Development Tax

Attorney Foreman requested approval to set public hearings on Ordinance No. 2015-19 to amend Ordinance No. 84-1, whereby increasing the Local Tourist Development Tax by 1 percent.

MOTION by Commissioner Williams to approve setting the adoption hearing, and publishing appropriate notice for the August 20, 2015 regular scheduled meeting. SECOND by Commissioner Phillips. The motion carried unanimously.

Ordinance No. 2015-20-Communications Services Tax

Attorney Foreman requested approval to set a public hearing on Ordinance No. 2015-20 to increase the Communications Services Tax from 1.3 percent to 5.1 percent.

MOTION by Commissioner Williams to approve setting the adoption hearing, and publishing appropriate notice for the August 20, 2015 regular scheduled meeting. SECOND by Commissioner Frisina. The motion carried unanimously.

Temporary Closing of NE Jem Street

Commissioner Williams received a request from Salvation Holiness Church for a temporary street closure at 212 N.E. Jem Street on August 8, 2015, from 2:00 p.m. until 7:00 p.m. for a Back to School Activity the church will host. He asked his fellow Commissioners to approve this closing.

MOTION by Commissioner Williams to approve the temporary street closing. SECOND by Commissioner Nash. The motion carried unanimously.

Open Public Comments:

Christa Pribble spoke in favor of an Arts Council in Columbia County.

James Brinkley with LifeGuard Ambulance Service announced that they have received accreditation from the Commission on Accreditation of Ambulance Services ("CAAS"). LifeGuard invites all citizens and visitors of Columbia County to join with them to celebrate this prestigious award. The event will be held on August 14, 2015, from 4:30 p.m. until 8:00 p.m. at the National Guard Armory on Lake Jeffery Road.

Adjournment

There being no further business, the meeting adjourned at 6:50 p.m.

ATTEST:

Rusty DePratter, Chairman
Board of County Commissioners

P. DeWitt Cason
Clerk of Circuit Court