

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

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

COLUMBIA COUNTY SCHOOL BOARD ADMINISTRATIVE COMPLEX

**372 WEST DUVAL STREET
LAKE CITY, FLORIDA 32055**

AGENDA

March 2, 2017

5:30 P.M.

Invocation (Commissioner Bucky Nash)

Pledge to U.S. Flag

Staff or Commissioner Additions or Deletions to Agenda

Approval of Agenda

Presentation of the Board Not Requiring Board Vote or Action

Katie Williams, Florida Department of Health Program Manager

(1) 2017 Healthy Weight Community Champion Recognition (Pg. 1)

Kyle Green

(1) Blessing Box Project (Pg. 4)

Public Comment on Agenda Items Only – 5 Minute Limit

Approval of Consent Agenda

Adoption of Consent Agenda

Discussion and Action Items

Glenn Hunter, Economic Development Director

(1) Consideration of Economic Development Agreement - Project # 16-15 (Pg. 8)

Kevin Kirby, Assistant County Manager Operations

- (1) **Accept Mulch Waste - Nature Source (f/k/a Suwannee Lumber) (Pg. 17)**

Scott Ward, Assistant County Manager Administration

- (1) **Resolution No. 2017-CA-2 - Requesting County Attorney Prepare Ordinance - Revising County's Animal Control Ordinances (Pg. 19)**

Joel Foreman, County Attorney

- (1) **Resolution 2017-CA-1 - Requesting County Attorney Prepare Ordinance - Suspend Water and Sewer Capacity Fees for Utility Services - Ellisville (Pg. 23)**

Ben Scott, County Manager

- (1) **Lease Extension Agreement - Supervisor of Elections Office - Two (2) Year Extension - \$106,810 Per Year (Pg. 27)**
- (2) **Lease Extension Agreement - County Extension, Tourist Development, Code Enforcement, and Veterans Services Offices - Two (2) Year Extension - \$91,490 Per Year (Pg. 31)**
- (3) **Request Special Meeting - March 16, 2017 at 3:30 PM - Board Meetings and Ethics Policies (Pg. 35)**
- (4) **Property Acquisition Guidelines (Pg. 37)**

Open Public Comments to the Board – 2 Minute Limit

Staff Comments

Commissioner Comments

Adjournment



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS 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: February 20, 2017 Meeting Date: March 2, 2017

Name: Penny Stanley Department: BCC Administration

Division Manager's Signature: 

1. Nature and purpose of agenda item:

**Katie Williams, Program Manager, Florida Department of Health
(1) 2017 Healthy Weight Community Champion Recognition**

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: _____ Fund: _____

FROM: _____ TO: _____ AMOUNT: _____

For Use of County Manger Only:
 Consent Item Discussion Item

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Rick Scott
Governor

Celeste Phillip, MD, MPH
Surgeon General and Secretary

Vision: To be the Healthiest State in the Nation

February 3, 2017

Dear Health Officer,

Enclosed please find the signed 2017 Healthy Weight Community Champion Recognition certificates for local governments in your county. Certificates should be presented in person to local leadership. Please work with your Public Information Officer to ensure that a photo is taken and shared with the Communication Office.

Thank you so much for your support in making this year's Recognition successful once again!

If you have any questions, please feel free to contact one of the Healthiest Weight Team members:

Kathryn.Williams@flhealth.gov; 850-245-4444 ext. 2941

Geoffrey.Kneen@flhealth.gov; 850-245-4444 ext. 5361

Sincerely,

A handwritten signature in blue ink that reads "Katie Williams".

Katie Williams
Program Manager, Healthiest Weight Florida

State Surgeon General Community Champion Recognition Program

Healthy Weight
COMMUNITY CHAMPION
2017

PRESENTED TO:

Columbia County

In recognition of your efforts to promote healthy weight in your communities.



A handwritten signature in black ink, appearing to be 'C. Philip'.

Celeste Philip, MD, MPH, State Surgeon General and Secretary of Health

Florida
HEALTH
Healthiest
Weight



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Today's Date: February 20, 2017 Meeting Date: March 2, 2017

Name: Penny Stanley Department: BCC Administration

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

Kyle Green:
(1) Blessing Box 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: _____ Fund: _____

FROM: _____ TO: _____ AMOUNT: _____

For Use of County Manger Only:
 Consent Item Discussion Item

Penny Stanley

From: Kyle Green <kylematthewgreen71@gmail.com>
Sent: Thursday, February 09, 2017 4:34 PM
To: Penny Stanley
Subject: Blessing Box Project
Attachments: IMG_20170208_175304.jpg; IMG_20170208_175319.jpg; IMG_20170208_175257.jpg

Good afternoon, my name is Kyle Green. I'm currently heading up a project here in Columbia County called 'The Blessing Box Project.' I'm emailing you to request being put on the agenda for the March 2nd Commission Meeting. We'd like permission to place one of our Blessing Boxes at the Public Library downtown but would need permission from the County Commission before doing so. I've attached a picture with this email to show what our Blessing Boxes look like.

A Blessing Box is a wooden box set up in low income neighborhoods around town that contain non perishable foods, personal hygiene items, etc. The boxes have latches on them so bugs and other animals can't get to the items. The community donates and stocks these boxes and whomever needs an item or items can take what they need without any cost or judgement. The box is solely based on trust (the honor system) that the community will only take what they need when they need it.

I've done much research into this and it greatly helps not only the homeless but even someone that may just be down on their luck without a job.

I've had many local businesses as well as members of the community offer to keep the boxes stocked month to month as well as check on it weekly. I've taken the duty of checking each box as well weekly to make sure there's no damage, garbage or anything that shouldn't be in them.

This project comes with no costs to the county at all, yet will help so many once we get them all up and running.

We currently have three Blessing Boxes set up and in use if you'd like to take a look at them. The address locations are below-

1. Home Depot in Lake City, FL
2. Glad Tidings Church in Lake City, FL
3. South Marion Ave. Across from the Lake City Chamber of Commerce.

Please let me know once we are placed on the agenda or for more information I can be reached by phone at [386-466-2867](tel:386-466-2867) or by email.

Thank you and God Bless,
Kyle Green



BLESSING BOX

TAKE WHAT YOU
NEED,
BRING WHAT YOU
CAN!





COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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Today's Date: February 10, 2017 Meeting Date: March 2, 2017

Name: Glenn Hunter Department: Economic Development Department

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

Consideration of Economic Development Agreement for Project # 16-15

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? [X] N/A [] Yes Account No. [] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only: [] Consent Item [X] Discussion Item

MEMORANDUM

DATE: February 8, 2017

TO: Ben Scott, County Manager

FR: Glenn Hunter, Executive Director, Economic Development

RE: Economic Development Agreement

Dear Ben,

At our Economic Development Advisory Board meeting held on February 1, 2017 the Board unanimously approved the recommendation of Project # 16-15 for tax rebate incentives as per the Economic Development Agreement attached to be reviewed and considered by the Board of County Commissioners.

We request this item on the agenda for the next regularly scheduled Board of County Commissioner meeting on February 16, 2017.

Thank you.

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT, ("Agreement"), is made and executed this _____ day of _____, 2017, between _____, whose mailing address is _____ (the "Company"); and COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Post Office Drawer 1529, Lake City, Florida 32056-1529, (the "County").

PREMISES FOR AGREEMENT

- A. The Company wishes to construct a facility including a substantial capital investment within Columbia County (herein the "Project") with an estimated future assessed value of approximately THREE MILLION THREE HUNDRED THOUSAND and 00/100 Dollars (\$3,300,000.00). The Project is planned to be located and constructed on an approximately _____, the real property being depicted in Exhibit "A" attached hereto (the "Site").
- B. The economy, including the work force of Columbia County, Florida, would greatly benefit from the location of the Company's Project, which will provide employment to residents and citizens of Columbia County. The parties believe the Project will result in increased ad valorem taxes, non-ad valorem assessments, and general economic growth. It is the legitimate business and public policy of local and state governments under Florida law to encourage, engender, promote, and support programs that provide impetus for economic development for the purposes of alleviating unemployment and promoting the local and State economy through the location of new and expanded businesses within the County and the State.
- C. The Company desires to construct the Project in the County and, to induce the County to provide incentives set forth in this Agreement, the Company has made representations regarding its capital investment for the Project as hereinbefore defined. To induce the Company to construct the Project and maximize potential returns of tax dollars to the County, the County has offered certain incentives to the Company, and the parties intend to memorialize the agreement among and between them by entering into this Economic Development Agreement. The parties acknowledge that through compliance with this Agreement the resulting economic benefits to Columbia County will be substantial.
- D. The parties acknowledge that the agreements and representations set forth herein may be subject to further actions that the parties must undertake to construct the Project and implement the incentives described in this Agreement including, specifically, certain statutory and regulatory proceedings of the parties, and local and state governments.

NOW, THEREFORE, in consideration of the premises and the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, including the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties covenant and agree as follows:

1. **COMPANY'S REPRESENTATIONS AND ASSURANCES.** As consideration to the County for the incentives provided to it under the terms of this Agreement, the Company agrees as follows:

- a. The company shall, at its expense, construct an assisted living facility of approximately 46,000 square feet with approximately 64 units. The Company shall endeavor to complete construction such that a certificate of occupancy shall issue on or before December 31, 2019.
- b. Beginning no later than thirty (30) days from the date the Company obtains its certificate of occupancy for the Project and continuing for no less than six (6) years thereafter, the Company will continuously maintain a business upon the Site employing not less than 20 persons in full-time employment by the end of year 1 and 30 persons in full-time employment for the succeeding 5 year period, with "full-time employment" being interpreted as that term is used and understood in ordinary business practices, except during such time as the Company may be prevented from doing so on account of war, acts of public enemy, restrictions or prohibitions of state or federal government, or any of their respective agencies, fire, windstorm, flood, strikes, or other factors beyond the control of the Company. The average hourly wage of the employees must be no less than \$12.00 per hour. In addition to this hourly wage, the Company shall provide health insurance and paid time off for its full-time employees in accordance with the Company's then current personnel policies.
- c. In the event that the average number of full-time employees during any one calendar year falls below 20 at the end of the first year and 30 after the completion of the first year, then in each such calendar year the Company's incentives due to be paid to the Company as set forth below shall be reduced *pro rata* as the County's sole remedy under this Agreement. On the anniversary date of the opening of the facility, and for each year thereafter during the term hereof, the Company shall provide a summary of its employment data for the Project which may be subjected to verification by audit at the County's expense.
- d. The Company will provide the County with a certificate of good standing and its authorization to do business in the State of Florida from the Secretary of the State of Florida together with a copy of the Company's management or operating agreement, and the name and address of all principals of the Company. Upon any transfer of the Site and the rights under this Agreement, the successor Company shall then provide the County with a certificate of good standing and its authorization to do business in the State of Florida from the Secretary of the State of Florida together with a copy of the Company's management or operating agreement, and the name and address of all principals of the successor Company.
- e. The Company has all requisite powers, authority, licenses, permits, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder. The Company's execution, delivery and performance of this Agreement have been duly authorized by or in accordance with its organizational and governing instruments, and this

Agreement has been duly executed and delivered for it by signatories so authorized, and it constitutes a legal, valid, and binding obligation of the Company.

- f. The Company and the County have not received any notice nor to the best of their knowledge is there any pending or threatened notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, permits or orders which would materially and adversely affect their respective ability to perform under this Agreement.

2. **ECONOMIC DEVELOPMENT INCENTIVES.** So long as the Company is not in default under this Agreement, the County shall provide the Company with the following economic development incentives:

- a. Upon completion of the development of the Site and issuance of a certificate of occupancy as provided above, the County shall, for a period of six years commencing with the first year in which the Parcel's tax assessed value reflects the added value of the development of the Site, rebate 75% the County's portion of any increase in ad valorem taxes assessed against and collected for the Parcel when compared to a "Baseline Assessment". The incentive paid in any one year shall not exceed \$20,000.00. The Baseline Assessment value is deemed to be \$382,838.00. The County shall rebate to the Company only from those sums actually paid by the Company, and this Agreement shall not be construed as abating or exempting the Project or any portion of the Site from ad valorem taxes. The County's obligation to rebate or refund such amounts shall run with the land for such six year period, but such right shall be conditioned on the Company's continued compliance with the requirements of this Agreement and be further conditioned that all taxes are paid timely or a default is cured. No rebate shall be paid under this Agreement for so long as taxes payable by the Company to any authority located within the County are in arrears.
- b. Commencing with the first tax year reflecting the added value of the development of the Site, the County shall remit a request for rebate for up to six consecutive years so long as Company remains compliant and adheres to the requirements under this Agreement.

3. **CAPITAL INVESTMENT.** The Company agrees that the total investment of capital ("capital investment") for the construction of the Facility (which shall include the building and equipment at the Facility Site) shall be no less than SEVEN MILLION Dollars (\$7,000,000.00). The Company shall provide the County with documentation sufficient to reasonably determine the amount of total capital investment made at the Facility Site within twelve (12) months from the date of the completion of the Facility.

4. **AMENDMENT.** This Agreement may be amended in writing at any time and from time to time, as may be mutually agreed to by the Company and the County.

5. **NOTICES.** Whenever notices are permitted or required with respect to this Agreement, the same shall be given in writing.

6. **ADDITIONAL DOCUMENTS.** The parties agree to execute and deliver such additional instruments and documents, including those specifically identified herein, provide such additional

financial or technical information, attend such public hearings or meetings relating to the Project, and take such additional actions, as may reasonably be required from time to time in order to effectuate the incentives contemplated by this Agreement.

7. **DEFAULT AND REMEDIES.** In the event a party commits a material breach of this Agreement as determined in good faith by the party to whom the commitment was due (the "Breachee"), the Breachee shall notify in writing the party committing the breach (the "Breacher"). The Breacher shall have 45 days from receipt of such written notice to cure such breach or provide a plan for such cure to the reasonable satisfaction of the Breachee. In the event such cure or plan for cure is not provided within the 45-day cure period, then the portions of this Agreement pertaining to the Breachee's obligations may be terminated by the Breachee. No party shall be deemed to be in default for a delay or failure in performance under this Agreement, deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy or terrorism, war, accident, fires, explosions, earthquakes, floods, or catastrophic failure of transportation or strikes or any similar cause beyond the reasonable control of any party. In the event a party determines that it will not be able to fulfill its responsibilities in the manner described in this Agreement, the party shall use its best efforts to give notice to the other parties. Such notice shall detail the responsibilities which cannot be fulfilled, the reasons the responsibilities cannot be fulfilled, and the party's proposal to cure the problem. In no event shall either party be liable to the other for special, indirect, consequential or punitive damages, even if the party has been advised that such damages are possible. No party shall be liable to the other for lost profits or lost revenues.

8. **OTHER INCENTIVES.** The specified listing of incentives herein is not intended to be and shall not be construed as a limitation upon the Company's right to obtain any other rights, privileges, or benefits for which it might qualify under general law and, except as otherwise provided herein, all incentives and benefits, whether conveyed herein or by general law, are intended to be cumulative.

9. **OTHER.**

a. The representations, covenants and agreements of the parties are subject to and contingent upon the mutual performance by the parties hereunder.

b. No delay in any exercise or any omission to exercise any remedy or right shall impair any such remedy or right or be construed to be a waiver of any such remedy or right nor shall it affect any subsequent remedy or right of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by a party.

c. If any one or more of the covenants or agreements provided in this Agreement on the part of any party to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

d. Company represents that it intends to comply with all federal, state and local laws, rules, regulations and ordinances governing the Project and the incentives described in this Agreement.

e. This Agreement and all transactions contemplated hereby shall be governed by and construed in accordance with and enforced under the laws of the state of Florida, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules.

f. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

g. Except as otherwise provided herein, each of the parties shall pay all fees and expenses incurred by it in connection with the transactions contemplated by this Agreement.

h. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

i. Any covenant or agreement contained in this Agreement between any party and any other party contained in this Agreement may be amended only by a written instrument executed by the parties impacted. Any condition precedent to any party's obligations hereunder may be waived in writing by such party.

j. All exhibits attached hereto are incorporated herein by reference.

k. This Agreement and the exhibits hereto contain the entire understanding the parties and this Agreement supersedes all prior agreements and understandings, oral and written, with respect to this subject matter.

10. **LIMITATIONS ON LIABILITY.** Notwithstanding any other provision of this Agreement to the contrary, the County, as a political subdivision of the State of Florida, and the other parties are bound by and do not waive the provisions of Chapter 768.28, Florida Statutes, or any similar provision of state law limiting the County's liability.

11. **ATTORNEY FEES.** Each party shall pay its own attorney fees incurred in connection with drafting and consummating the transaction of this Agreement. Should either party thereafter file suit to enforce any provisions of this Agreement, then the prevailing party in such litigation shall be entitled to collect from the other party its reasonable attorney's fees, including appellate fees and court costs.

12. **VENUE.** The sole venue for any legal action or proceedings arising from or as a result of this Agreement shall be Columbia County, Florida.

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

Signed, sealed and delivered
in the presence of:

[REDACTED]

Witness

Print or Type Name

By: _____
Print: [REDACTED]
Title: [REDACTED]

Witness

Print or Type Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by [REDACTED], who is personally known to me or who has produced a Florida driver's license as identification.

Notary Public, State of Florida

(NOTARIAL SEAL)

My Commission Expires

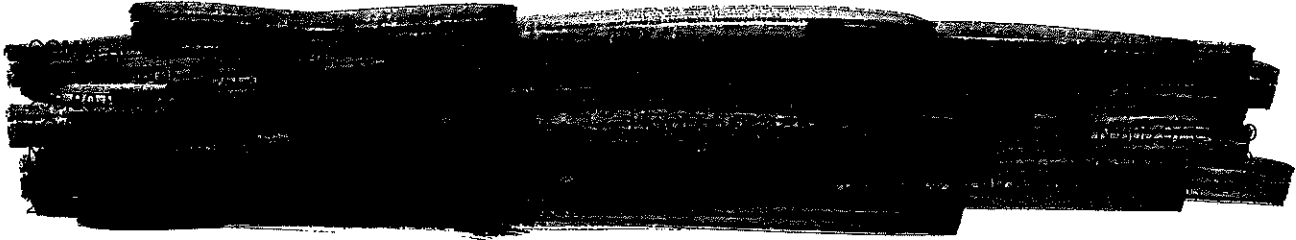
COLUMBIA COUNTY, FLORIDA

By: _____
Ronald Williams, Chairman

ATTEST: _____
P. DeWitt Cason
Clerk of Court

A PUBLIC RECORDS EXEMPTION MAY APPLY PURSUANT TO FLORIDA STATUTES SECTION 288.075
ANY REQUEST FOR OR RELEASE OF THIS RECORD SHALL BE REVIEWED BY THE COUNTY ATTORNEY

EXHIBIT "A"





COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: February 8, 2017 Meeting Date: March 2, 2017

Name: Kevin Kirby Department: Public Works Department

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Accept mulch waste from Nature Source (formerly Suwannee Lumber)

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: _____ Fund: _____

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 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Ben Scott, County Manager
FROM: Kevin Kirby, Assistant County Manager 
DATE: February 7, 2017
RE: Nature Source (Formerly Suwannee Lumber)

We have been contacted again by the above referenced company to consider the removal of mulch material which is a by-product of their operations.

The material would be mixed with clay and used as daily cover at the county solid waste facility. Currently the solid waste facility uses clay from cell V construction. As the depth of cell V approaches the maximum, the stockpiled clay will have to be utilized if we do not accept the mulch from Nature Source.

In light of the fact that the County has committed a portion of the property for future solid waste facility closure the utilization of the mulch from Nature Source would save the County from purchasing off site material for daily cover at a rate of \$125/load.

Nature Source has approximately 4000 cubic yards (300 loads) available for donation to the County. The cost to transport the material would be \$45/load or \$13,500 which would be performed by County labor/equipment. The same amount of cover purchased would cost \$37,500. The acceptance of the mulch from Nature Source will save the County approximately \$24,000 in future costs.

I recommend that we accept the offer from Nature Source.

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



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: February 24, 2017

Meeting Date: March 2, 2017

Name: Scott Ward

Department: BCC Administration

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

To approve Resolution No. 2017-CA-2 revising the County's Animal Control Ordinances and requesting the County Attorney Prepare an Ordinance implementing Staff Recommendations

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: _____

Fund: _____

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 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: 2/24/2017
To: Ben Scott, County Manager
From: Scott Ward, Assistant County Manager 
RE: Animal Control Resolution

Attached is a Resolution requesting the County Attorney prepare amendments to the Animal Control Ordinance as recommended by the County Attorney, a representative from the County's contracted Animal Control service provider and myself. I recommend the Board approve Resolution No. 2017 CA-2.

COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2017-CA-2

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, APPROVING FOR FURTHER CONSIDERATION STAFF RECOMMENDATIONS FOR REVISIONS TO THE COUNTY'S ANIMAL CONTROL ORDINANCES AND REQUESTING THE COUNTY ATTORNEY PREPARE AN ORDINANCE PROVIDING FOR THE IMPLEMENTATION OF STAFF RECOMMENDATIONS FOR FURTHER CONSIDERATION

WHEREAS, the County Attorney, Assistant County Manager, and a representative from the County's contracted Animal Control services provider have met and developed a set of recommendations for revisions to the County's Animal Control Ordinances; and

WHEREAS, those recommendations include the following revisions:

1. Repeal of Chapter 18, Article II of the County Code of Ordinances to abolish the Animal Control Board or, in the alternative, reorganize the Animal Control Board and redefine its functions;
2. In Chapter 18, Article III, refer animal control violation hearings currently assigned to the County Court to the County Magistrate;
3. Replace all mentions of "Lake City/Columbia County Humane Society, Inc." with "the County's contracted animal control services provider";
4. Redefine "confinement" to mean enclosed within a space from which an animal cannot escape and "restraint" to mean tethered or leashed in such a way the animal cannot escape;
5. Add language excluding puppies believed by the animal control services contractor to be less than 12 weeks of age from the holding period provided in section 18-75(b) such that the animal control services contractor may seek immediate adoption of such strays or nuisance animals;
6. Add language in section 18-75(d) providing that fees and costs of impoundment may be set from time to time by the animal control services contractor;
7. Add language to section 18-78 adding authorization for an animal control officer to enter a fenced area on private property to post legal notices (current language only permits entry into fenced areas to impound certain animals);
8. Animal control has suggested that the fees provided in section 18-90 be revisited by the Board, and has requested an upward adjustment of the fine for dumping animals from \$50.00 to \$500.00;

9. Add language prohibiting the outdoor feeding of any animals in commercially zoned districts.

WHEREAS, the Board has considered the recommendations and for further consideration requests that the County Attorney draft such ordinance or ordinances as may be necessary to make effective the recommendations.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Columbia County that:

Section 1. The recitals above are incorporated into this resolution.

Section 2. The Board desires to receive for consideration at a duly noticed adoption hearing such ordinance or ordinances as may be necessary to implement the recommendations set forth in the recitals above.

Section 3. The County Attorney is requested and authorized to prepare for the Board such ordinance or ordinances to effectuate the purposes set forth in this Resolution.

Section 4. This resolution shall be effective upon execution.

PASSED AND DULY ADOPTED this _____ day of March, 2017.


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

By: _____
Ronald Williams, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

(SEAL)

Approval as to form:



Joel F. Foreman, County Attorney



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

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Today's Date: February 23, 2017 Meeting Date: March 2, 2017

Name: Joel Foreman Department: County Attorney

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Resolution 2017-CA-1 Approving for further consideration a recommendation of the Economic Development Advisory Board to suspend water and sewer capacity fees for utility services in the Ellisville area and providing authorization for the County Attorney to prepare appropriate ordinance and set adoption hearing.

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: _____ Fund: _____

FROM: _____ TO: _____ AMOUNT: _____

For Use of County Manger Only:
 Consent Item Discussion Item

MEMORANDUM

To: Hon. Ron Williams, Rusty DePratter, Tim Murphy, Bucky Nash, and Everett Phillips
From: Joel F. Foreman
CC: Ben Scott, County Manager; Glenn Hunter, Economic Development Director
Re: Economic Development Board Recommendation - Utility Capacity Fee Moratorium
Date: February 23, 2017

On February 14, 2017, in special session, the Economic Development Advisory Board considered and approved for recommendation to the Board of County Commissioners a one-year moratorium on impact fees for new or expanding connections in the Ellisville water and sewer service area.

Attached for the Board's consideration is a resolution approving the recommendation for further consideration and authorizing me to prepare the appropriate ordinance or ordinances for the Board and set an adoption hearing.

Please place this on the next regular discussion and action agenda.

COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2017-CA-1

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, APPROVING FOR FURTHER CONSIDERATION A RECOMMENDATION OF THE ECONOMIC DEVELOPMENT ADVISORY BOARD AND REQUESTING THE COUNTY ATTORNEY PREPARE AN ORDINANCE PROVIDING FOR THE TEMPORARY SUSPENSION OF WATER AND SEWER CAPACITY FEE CHARGES FOR ELLISVILLE UTILITIES

WHEREAS, the Columbia County Economic Development Advisory Board convened in special session on February 14, 2017, and voted to recommend that the Board of County Commissioners adopt such ordinance or ordinances as necessary to suspend water and sewer capacity fee charges for the Ellisville water and sewer utility service area for a period of one year; and

WHEREAS, such fees are imposed and set by County Code of Ordinances section 118-550 – 118-554 pursuant to Ordinance No. 2010-11; and

WHEREAS, the Board has considered the recommendation and requests that the County Attorney draft such ordinance or ordinances as may be necessary to make effective the recommendation of the Economic Development Advisory Board and set an adoption hearing therefor.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Columbia County that:

Section 1. The recitals above are incorporated into this resolution.

Section 2. The Board desires to receive for consideration at a duly noticed adoption hearing such ordinance or ordinances as may be necessary to temporarily suspend water and sewer capacity fee charges within the Ellisville area of the County's Water and Wastewater Service Area, with an initial term not to exceed ____ months from the effective date of the ordinance.

Section 3. The County Attorney is requested and authorized to prepare for the Board such ordinance or ordinances to effectuate the purposes set forth in this Resolution.

Section 4. This resolution shall be effective upon execution.

PASSED AND DULY ADOPTED this _____ day of March, 2017.

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

By: _____
Ronald Williams, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

(SEAL)

Approval as to form:



Joel F. Foreman, County Attorney



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS 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: February 23, 2017

Meeting Date: March 2, 2017

Name: Ben Scott

Department: BCC Administration

Division Manager's Signature: _____

Ben Scott

1. Nature and purpose of agenda item:

Lease extension agreement for Supervisor of Elections office (\$106,810 per year). This is a two year extension, with a month to month option for an additional five years. Either party may cancel, after the first two years, by providing ninety days written notice.

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: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

Consent Item

Discussion Item

LEASE EXTENSION AGREEMENT
(Original SOE 10,681 square feet)

THIS LEASE EXTENSION AGREEMENT entered into this __ day of March, 2017 between **SHILPA MHATRE**, and **CLINTON F. DICKS, JR.**, as Trustees under provisions of trust agreement dated January 15, 1999, known as “**WSMDD LAND TRUST**”, whose mailing address is post Office Box 2817 Lake City, Florida 32056, (herein “Landlord”) and **COLUMBIA COUNTY, FLORIDA**, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529 (herein “Tenant”).

WITNESSTH:

WHEREAS, the parties have previously entered into a lease agreement dated April 2, 2013, a copy of which is attached hereto as Exhibit “A” and

WHEREAS, the parties wish to extend the terms of such lease, the original term having expired on March 31, 2015 by mutual agreement of the parties.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of the lease shall be extended until March 31, 2019. The terms of this lease will automatically renew on a month to month basis not to exceed sixty (60) months, unless ninety (90) days advanced written notice is provided by either party.

2. Tenant agrees to pay Landlord the sum of \$106,810.00 per year (10,681 square feet X \$10.00 per square foot). Area is the original area of 10,681 square feet described in the lease date April 2, 2013. The rental shall be paid to the Landlord’s address in the amount of \$8,900.83 monthly.

3. Except as otherwise provided herein or as it may conflict with the terms hereof, the terms and conditions of the original Lease Agreement between the parties dated April 2, 2013, shall remain in full force and effect and the parties shall comply therewith.

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

SHILPA MHATRE AND
CLINTON F. DICKS, JR., AS
TRUSTEES UNDER THE
PROVISIONS OF THE TRUST
AGREEMENT DATED JANUARY
15, 1999 KNOWN AS "WSMDD
LAND TRUST"

Signed, Sealed and delivered
in the presence of:

(Witnesses as to Landlord)

By: _____
SHILPA MHATRE, Trustee

By: _____
CLINTON F. DICKS, JR., Trustee

Signed, Sealed and delivered
in the presence of:

(Witnesses as to Tenant)

COLUMBIA COUNTY, FLORIDA

By: _____
RON WILLIAMS, Chairman

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this _____ day of March, 2017, by **SHILPA MHATRE** and **CLINTON F. DICKS, JR.** as trustees under the provisions of the trust agreement dated January 15, 1999 known as “WSMDD LAND TRUST”, who are personally know to me.

(NOTARIAL
SEAL)

Notary Public, State of Florida

(Print/type name)

My commission expires:

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this _____ day of March, 2017, by **RON WILLIAMS**, as Chairman for and on behalf of Columbia County, Florida, who is personally know to me.

(NOTARIAL
SEAL)

Notary Public, State of Florida

(Print/type name)

My commission expires:



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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Today's Date: February 23, 2017 Meeting Date: March 2, 2017

Name: Ben Scott Department: BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

Lease extension agreement for County Extension, Tourist Development, Code Enforcement, and Veterans Services offices (\$91,490 per year). This is a two year extension, with a month to month option for an additional five years. Either party may cancel, after the first two years, by providing ninety days written notice.

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? [X] N/A [] Yes Account No. [] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only: [] Consent Item [X] Discussion Item

LEASE EXTENSION AGREEMENT

(New county Office 9,149 square feet)

THIS LEASE EXTENSION AGREEMENT entered into this __ day of March, 2017 between **SHILPA MHATRE**, and **CLINTON F. DICKS, JR.**, as Trustees under provisions of trust agreement dated January 15, 1999, known as “**WSMDD LAND TRUST**”, whose mailing address is post Office Box 2817 Lake City, Florida 32056, (herein “Landlord”) and **COLUMBIA COUNTY, FLORIDA**, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529 (herein “Tenant”).

WITNESSTH:

WHEREAS, the parties have previously entered into a lease agreement dated April 2, 2013, a copy of which is attached hereto as Exhibit “A” and

WHEREAS, the parties wish to extend the terms of such lease, the original term having expired on March 31, 2015 by mutual agreement of the parties.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1.
2. Tenant agrees to pay Landlord the sum of \$91,490.00 per year (9,149 square feet X \$10.00 per square foot). Area is the original area of 9,149 square feet described in the lease date April 2, 2013. The rental shall be paid to the Landlord’s address in the amount of \$7,624.16 monthly.
3. Except as otherwise provided herein or as it may conflict with the terms hereof, the terms and conditions of the original Lease Agreement between the parties dated April 2, 2013, shall remain in full force and effect and the parties shall comply therewith.

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

SHILPA MHATRE AND
CLINTON F. DICKS, JR., AS
TRUSTEES UNDER THE
PROVISIONS OF THE TRUST
AGREEMENT DATED JANUARY
15, 1999 KNOWN AS "WSMDD
LAND TRUST"

Signed, Sealed and delivered
in the presence of:

By: _____
SHILPA MHATRE, Trustee

By: _____
CLINTON F. DICKS, JR., Trustee

(Witnesses as to Landlord)

Signed, Sealed and delivered
in the presence of:

COLUMBIA COUNTY, FLORIDA

By: _____
RON WILLIAMS, Chairman

(Witnesses as to Tenant)

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this _____ day of March, 2017, by **SHILPA MHATRE** and **CLINTON F. DICKS, JR.** as trustees under the provisions of the trust agreement dated January 15, 1999 known as "WSMDD LAND TRUST", who are personally know to me.

(NOTARIAL
SEAL)

Notary Public, State of Florida

(Print/type name)

My commission expires:

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this _____ day of March, 2017, by **RON WILLIAMS**, as Chairman for and on behalf of Columbia County, Florida, who is personally know to me.

(NOTARIAL
SEAL)

Notary Public, State of Florida

(Print/type name)

My commission expires:



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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Today's Date: February 24, 2017 Meeting Date: March 2, 2017

Name: Esther Chung Department: BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

- (1) Request Special Meeting - March 16, 2017 at 3:30 PM - Board Meetings and Ethics

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

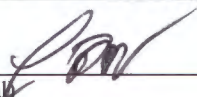
2. Fiscal impact on current budget.

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

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only: [] Consent Item [X] Discussion Item

LEGAL REVIEW REQUEST	
From:	Tim Murphy  Five Sponsoring Commissioner (please initial) District
Email:	tmurphy@columbiacountyfla.com
Re:	Set Special Meeting to review Board Meeting and Ethics Policies Describe Item for Review
Date:	2/24/2017
Requesting review of a(n): (check <u>ONE</u>) <input type="checkbox"/> Proposed Ordinance <input type="checkbox"/> Proposed Resolution <input type="checkbox"/> Question Related to Possible Future Action <input type="checkbox"/> Contract <input type="checkbox"/> Economic Development Agreement <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> Other	
Meeting Date for Board Consideration (if blank, then none): <u>3/2/2017</u> <i>Note: This request must be received by the County Attorney no later than five (5) working days before the County Manager's agenda deadline or ten (10) days before the Meeting Date, whichever occurs first in time.</i>	
Brief Summary of Issue(s): Request setting a special meeting of the Board for 3:30 PM, March 16, 2017. Items to be discussed are policies and procedures related to Board Meetings and Ethics.	
Please include all relevant <u>attachments</u> with your submission. Where revisions are requested to a submittal please provide the WORD format version together with the name and contact information for the original author. If only hard copies are received then revisions will be prepared by marking up the hardcopy and scanning the edited hardcopy to be returned to the author.	

County Attorney Use Only	
Date Received: _____ Date Completed: _____ <input type="checkbox"/> Approved for Agenda <input type="checkbox"/> Revisions Required (Attached)	Comments:



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: February 24, 2017

Meeting Date: March 2, 2017

Name: Ben Scott

Department: BCC Administration

Division Manager's Signature: _____

Ben Scott

1. Nature and purpose of agenda item:

Property Acquisition Guidelines

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: _____

Fund: _____

FROM:

TO:

AMOUNT:

For Use of County Manger Only:

Consent Item

Discussion Item

RIGHT-OF-WAYPROPERTY ACQUISITION GUIDELINES

- I. In order to ensure that ~~right-of-wayproperty~~ purchases in Columbia County are fair and equitable for all citizens and that the ~~right-of-wayproperty~~ acquisition process is completed in the most cost effective and timely manner possible, the following ~~right-of-wayproperty~~ acquisition guidelines are recommended:
 1. When projects have been approved by the Board, ~~through the Columbia County Public Works Projects Prioritization Policy~~, the County Manager, Operations Manager, County Engineer, County Attorney, County Acquisition Agent, and the County Commissioner(s) of the district(s) in which the ~~right-of-wayproperty~~ will be acquired will meet to discuss the project. The committee shall consider all relevant factors affecting the project on a case-by-case basis, including but not limited to:
 - a. Estimated costs of the project and economic feasibility
 - b. Community support for improvement of the road
 - c. Known or anticipated barriers to acquisition of necessary land through donation or voluntary sale of lands to the County
 - d. Projected legal expenditures to resolve acquisition through takings or settlement of such suits.
 - e. Any other factor uniquely impacting positively or negatively on the timely and efficient completion of acquisition for the project within one year.

If the project is approved for commencement as set forth below, then the committee shall reconvene from time-to-time as set forth below to facilitate timely completion of the project.

2. The above information will be submitted to the Board of County Commissioners for review and approval by majority vote for commencement of the road improvement project. The date of resolution approving the project shall be the effective commencement date.

II. Day 1 through Day 180

1. The County Engineer will provide instruction to the County Surveyor and authorize the establishment of a center line and the identification of the proposed ~~right-of-wayproperty~~ limits.
2. The County Engineer will cause notice of the proposed work to be mailed to each affected property owner.
3. Upon completion of the centerline and ~~right-of-wayproperty~~ survey, the Operations Manager, County Engineer, the County Commissioner in which the ~~right-of-wayproperty~~ is being acquired and the County Attorney will meet. The purpose of this meeting is to make any final changes to the limits of the ~~right-of-~~

wayproperty to be acquired.

NOTE: At this point the following option can be implemented:

County Attorney to contact all effected property owners and determine if they are willing to donate proposed right-of-wayproperty. If 100% of effected property owners do not agree to donate the required right-of-wayproperty, the project is put on hold until further notice Board approval to purchase said property.

4. The County Engineer will authorize the County Surveyor to complete the right-of-wayproperty survey complete with property boundaries and legal descriptions. The legal descriptions shall include the acreage amount, the gross right-of-wayproperty (currently maintained and owned by the County plus additional right-of-wayproperty to be acquired) and acreage for additional right-of-wayproperty acquired.
5. The County Engineer shall contact entities providing utility services in existing right-of-wayproperty or additional right-of-wayproperty and determine what, if any, utility easements need to be acquired by the County at the time of property acquisition.
6. Upon completion of the final survey, including property boundaries and legal descriptions, the Operations Manager, County Engineer and County Attorney shall decide which parcels will require a title search. The County Attorney will order all needed and necessary title searches.
7. Upon completion of all title searches, the Operations Manager, County Engineer and County Attorney shall group all parcels to be acquired into one of four categories:
 - a. no appraisal needed;
 - b. to be acquired utilizing values determined by the County Property Appraiser;
 - c. to be acquired utilizing a value determined by a limited (restricted) summary appraisal report; and
 - d. to be acquired utilizing a value determined by a full appraisal report, including land and improvements taken, damage to remainder (severance) other compensable damages or costs to cure.

NOTE: At this time the County Attorney will make a decision will-be-made regarding the necessity of obtaining partial releases of mortgage or other liens encumbering the property.

III. Day 181 through Day 240

1. The County Engineer and County Attorney shall meet with the County Acquisition Agent and review parcels ~~contained within Categories 7 (a) and (b)~~. Specific guidelines and authorization to make an offer shall be given to the County Acquisition Agent as follows:
 - a. The County Acquisition shall make every effort to secure voluntary sale to the County of those lands necessary to the proper completion of the project.
 - b. The County Acquisition Agent shall make no fewer than three (3) contacts with each affected land owner during this period.
 - c. ~~Category 7 (a) and (b)~~ Purchases shall be negotiated using values determined by paragraph 7, together with its cost of fence replacement and other improvements, tree allowance, and appraisal cost avoidance.
 - d. The County Acquisition Agent shall secure purchase and sale contracts for any agreement to voluntarily sell lands to the County; such fully executed contracts shall be transmitted to the County's closing agent as selected for the project to be closed according to the terms of the contract and the County's policies.

~~2. County Engineer and County Attorney shall order appraisals for parcels contained within Categories 7 (c) and (d) where section III (1) settlement negotiations fail.~~

- ~~3.2.~~ At the next scheduled meeting of the Board of County Commissioners following Day 240 the County Acquisition Agent and County Engineer shall brief the Board on their progress during the first 240 days of the project. Members of the committee may provide supplemental briefing as appropriate. Following that briefing, the Board shall determine whether and how the project shall proceed. The Board shall authorize one of the following courses of action.
- a. Proceed with the project as set forth in sections IV through V;
 - b. Proceed only with section IV below, and have the County Attorney report on additional progress before proceeding further; or
 - c. Discontinue the project.
 - d. The project shall proceed beyond Day 240 only with the approval of a majority vote of the Board of County Commissioners.

IV. Day 241 through Day 270

~~1. 1. County Engineer and County Attorney shall order appraisals for parcels where section III (1) settlement negotiations fail.~~

- ~~1.2.~~ Upon completion of the appraisal ordered ~~for Category (c) and (d) acquisitions~~, the County Engineer, County Attorney and the individual(s) who completed the appraisal shall meet with the County Acquisition Agent and review each appraisal. Specific guidelines and authorization to make an offer shall be given to the County Acquisition Agent.

2. The County Acquisition Agent shall report to the County Engineer and County Attorney on the status of acquisitions assigned in each category. Agreements between the County Acquisition Agent and the property owners shall be memorialized with an “Agreement to Purchase” prepared by the County Attorney.
3. Upon review and approval of the “Agreement to Purchase” by the County Attorney, the agreement shall be forwarded to the designated closing agent for purchase, and approval of the Agreement by the Board of County Commissioners where necessary.
4. Parcels the County Acquisition Agent is unable to reach agreement on shall be remanded to the County Attorney for further action. If the County Attorney is unable to reach a settlement agreement by day 270, section V procedures shall be immediately implemented.
5. Procedure for release of Mortgage or other liens against the property:
 - a. A request for a partial release of mortgage or other lien against the property will be sent to the mortgagee or other lien holder at least fourteen (14) days prior to closing. If no partial release of the mortgage or lien has been obtained within said 14 days, then the settlement or closing agent shall proceed in accordance with the guidelines below.
 - b. No release of mortgage shall be required when the time and expense of obtaining such release jeopardizes or significantly impairs the roadway project, except a release of mortgage shall be required when:
 - (1) The County’s appraisal shows damage to the remainder of the property.
 - (2) The mortgage is known to be in default or a foreclosure action is pending in the courts.
 - (3) The appraisal value of the property taken exceeds \$5,000.
 - (4) When in the judgment of the settlement agent or county manager the facts and circumstances of the acquisition mandate obtaining a release of the mortgage.

V. Day 271 through Day 365

1. If the County Attorney is unable to secure settlement by Day 270, then the county Attorney shall commence eminent domain proceedings.
2. Although litigation of the valuation of the properties may continue beyond Day

365, the County Attorney shall make every effort to secure a hearing to obtain an order of taking before Day 365 as to each parcel such that the County may proceed with bidding the project.

- 3. All final judgments which constitute a valid lien against the property will be released or included in the eminent domain proceedings.

APPROVED by the Board of County Commissioners of Columbia County, Florida, on the _____ day of _____, 2017~~5~~.

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

By: _____
Ron Williams~~Rusty DePratter~~, Chairman