

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

April 6, 2017

5:30 P.M.

Invocation (Commissioner Tim Murphy)

Pledge to U.S. Flag

Staff or Commissioner Additions or Deletions to Agenda

Approval of Agenda

Public Hearings

David W. Martin

- (1) Road Closing - Clay Drive Located in Oak Ridge Estates, Unit 1 - Resolution No. 2017R-3 (Pg. 1)**

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) Incentive Recommendation for Project #16-15 (Pg. 8)**

Kevin Kirby, Assistant County Manager Operations

- (2) Approve Roadside Mowing Bid 2017-J - \$290,906 (Pg. 24)**
- (3) Capital Improvement Project Status (Pg. 32)**
- (4) Ellisville Waste Water Treatment Facility Steel vs Concrete Sewer Plant (Pg. 36)**

Joel Foreman, County Attorney

- (5) Authorization to File Eviction Complaint - 202 SW Woodgate Terrace (Pg. 38)**

Ben Scott, County Manager

- (6) Approve DEP Agreement for Clay Hole Creek (Pg. 42)**
- (7) County Owned Surplus Real Property (Pg. 72)**
- (8) Ellisville Economic Incentive (Pg. 97)**
- (9) FPL Highway 90 West Lighting Agreement (Pg. 99)**
- (10) Property Acquisition Guidelines (Pg. 113)**

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: March 31, 2017 Meeting Date: April 6, 2017

Name: Ben Scott Department: BCC Administration

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

David. W. Martin:
(1) Public Hearing - Road Closing - Clay Drive Located in Oak Ridge Estates, Unit 1 - Resolution No. 2017R-3

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

COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2017R- 3

A RESOLUTION GIVING NOTICE THAT THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, WILL HOLD A PUBLIC HEARING AND CONSIDER THE ADVISABILITY OF VACATING, ABANDONING, AND DISCONTINUING A ROAD.

WHEREAS, DAVID W. MARTIN and EMILY J. MARTIN, his wife, have filed their Petition to vacate, abandon and discontinuing the following road located in Columbia County, Florida:

Clay Drive located in **OAK RIDGE ESTATES, UNIT 1**, recorded in Plat Book 4, Page 79, public records, Columbia County, Florida.

NOW, THEREFORE, BE IT RESOLVED by the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, that said Board will at its regular meeting to be held on the 6th day of April, 2017 at 5:30 p.m., consider the advisability of exercising the power, pursuant to Section 336.09, Florida Statutes, of vacating, abandoning and discontinuing the road herein above described.

BE IT FURTHER RESOLVED that the notice attached hereto shall be published one time in the Lake City Reporter, a newspaper of general circulation published in Lake City, Columbia County, Florida, at least two (2) weeks prior to the scheduled date of the hearing above described.

PASSED AND ADOPTED in its regular session on the _____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA

By: _____
Print: _____
Title: Chairman

ATTEST:

P. Dewitt Cason
Clerk of Court

**PETITION TO VACATE, ABANDON, DISCONTINUE,
AND CLOSE CLAY DRIVE, A COLUMBIA COUNTY PUBLIC ROAD
LOCATED IN OAK RIDGE ESTATES, UNIT 1**

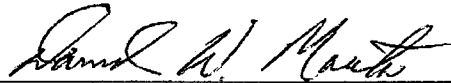
Petitioners, **DAVID W. MARTIN** and **EMILY J. MARTIN**, his wife, hereby petition the Columbia County Board of County Commissioners pursuant to Section 336.09, Florida Statutes, to vacate, abandon, discontinue, and close an existing public road, and to renounce and disclaim any right of the County and the public in and to any land in connection therewith, to-wit:

Clay Drive located in **OAK RIDGE ESTATES, UNIT 1**, recorded in Plat Book 4, Page 79, public records, Columbia County, Florida.

A copy of the recorded plat (Exhibit "A") and Property Appraiser's photograph (Exhibit "B") are attached hereto.

Petitioners request the Columbia County Board of County Commissioners to adopt a resolution declaring that at a definite time and place a public hearing will be held to consider the advisability of exercising its authority and taking the action requested.

DATED this 8th day of February, 2017.



DAVID W. MARTIN



EMILY J. MARTIN

OAK RIDGE ESTATES

SECTION 25, TOWNSHIP 4 SOUTH, RANGE 16 EAST
 AND
 SECTION 30, TOWNSHIP 4 SOUTH, RANGE 17 EAST
 COLUMBIA COUNTY, FLORIDA

DESCRIPTION:

That portion of the North 3/4 of the Northeast 1/4 of the South 1/4 of Section 25, Township 4 South, Range 16 East, Columbia County, Florida lying West of State Road No. 47. Also that portion of the Northeast 1/4 of Section 30, Township 4 South, Range 17 East, Columbia County, Florida lying West of State Road No. 47.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS that DWIGHT LAMBERT THOMAS and JACQUELYN BASS THOMAS his wife co-owners of the lands herein described have ceded and with full power surveyed, subdivided and platted to be known as OAK RIDGE ESTATES and that all streets, roads and easements shown are hereby dedicated to the public use of the State for paper cases and purposes herein stated.

IN WITNESS WHEREOF, DWIGHT LAMBERT THOMAS and JACQUELYN BASS THOMAS, his wife have caused their names to be written and with their seals affixed hereto.

Witness

 DWIGHT LAMBERT THOMAS

 JACQUELYN BASS THOMAS

**ACKNOWLEDGEMENT
 STATE OF FLORIDA
 COUNTY OF COLUMBIA**

I HEREBY CERTIFY that on this 1st day of March A.D. 1928 before me personally appeared DWIGHT LAMBERT THOMAS and JACQUELYN BASS THOMAS his wife his wife is my known to be duly authorized who executed the foregoing dedication and the contents of said instrument without any fraud and seal attached. State of Florida this 1st day of March A.D. 1928.

My Commission expires 2-12-28

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY that this plat is a true and correct representation of the lands surveyed and shown herein, that the survey was made under my personal direction and supervision, that permanent reference monuments and permanent corner points have been placed as shown, and that the survey data shown herein complies with all of the requirements of Chapter 177, Florida Statutes.

WALTER T. LEE, S.R.S.
 F.L.A. No. 1217, D. 1850
 Date: 3/1/28

COUNTY ATTORNEY'S CERTIFICATE:

I HEREBY CERTIFY that I have examined the foregoing plat and that it complies in form with the requirements of Chapter 177, Florida Statutes.

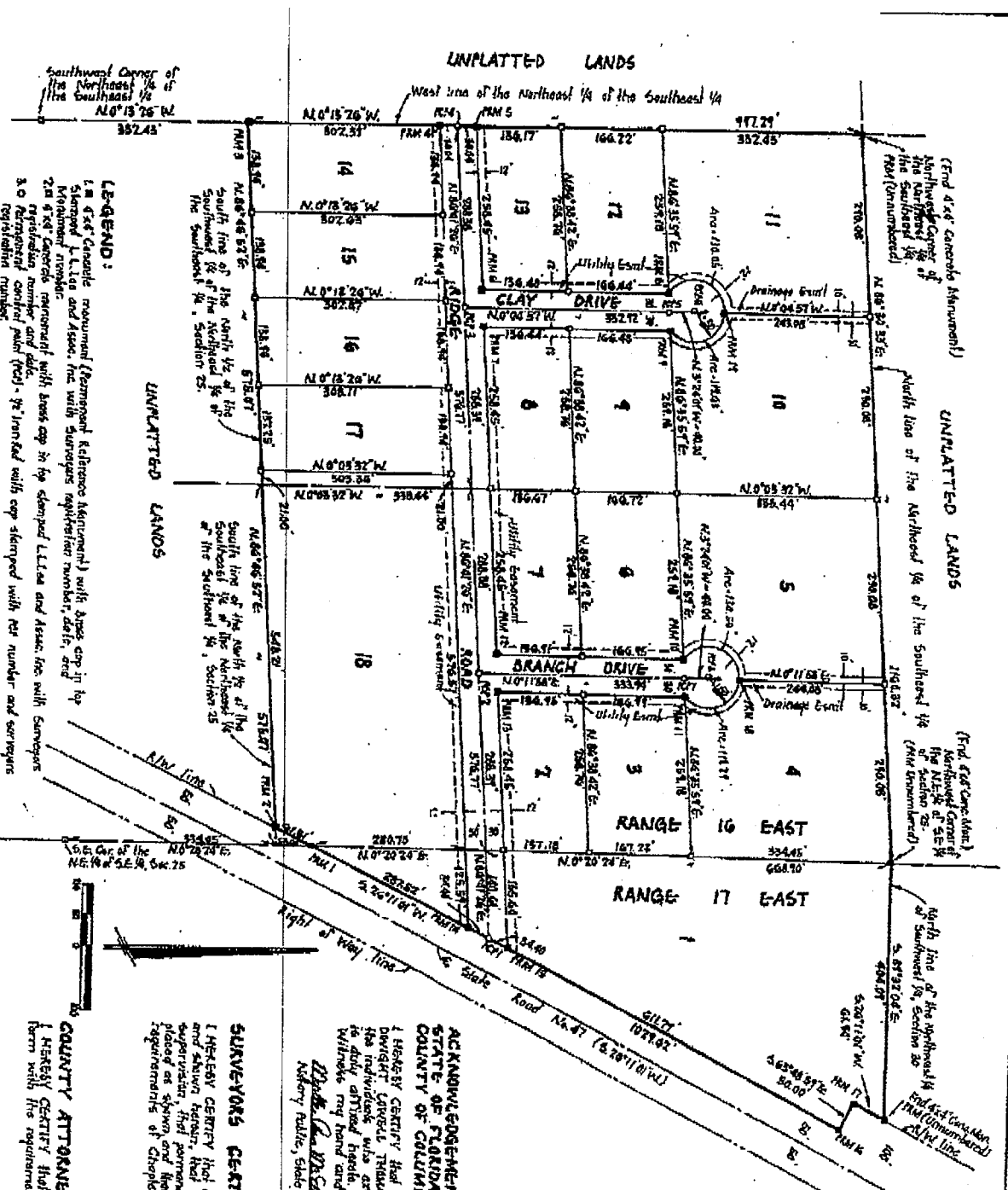
Date: March 16, 1928

_____ COUNTY ATTORNEY

CERTIFICATE OF CLERK

I HEREBY CERTIFY that the foregoing plat having been duly approved by the Board of County Commissioners of Columbia County, Florida, was deposited by me and filed in the public records of Columbia County, Florida, in Plat Book 800K, Page 99 of the public records of Columbia County, Florida.

_____ Clerk of Circuit Court in and for Columbia County, Florida



- LEGEND:**
1. M & G Concrete measurement (Permanent Reference Measurement) with brass cap in the stamped L.L.L. and Assoc. Inc. with surveyors registration number, date, and instrument number.
 2. M & G Concrete measurement with brass cap in the stamped L.L.L. and Assoc. Inc. with surveyors registration number and date.
 3. Permanent concrete point (P.C.) - the marked with cap stamped with the number and surveyors registration number.
 4. M & G Concrete monument, found in place.
 5. Bearings based on Florida State Plane Coordinate System.

APPROVED BY BOARD OF COUNTY COMMISSIONERS
 COLUMBIA COUNTY, FLORIDA

Signed: _____
 Clerk of Circuit Court

Date: 3/1/28

PLAT 800K 4 PAGE 99

Prepared by:
Michael H. Hamel
Abstract Trust Title, LLC
283 NW Cole Ter / PO Box 7175
Lake City, FL 32055

Incl: 201512014513 Date: 8/26/2015 Time: 2:27 PM
Doc Stamp-Deed: 483.00
D.C. P. DeWitt Cason, Columbia County Page 1 of 1 B: 1300 P: 764

ATT# 4-6829

Warranty Deed

Individual to Individual

THIS WARRANTY DEED made the 24th day of August, 2015, Elizabeth Mangham, A Single Person, hereinafter called the grantor, to David W. Martin and his wife, Emily J. Martin whose post office address is: 101 SW Ridge Street, Lake City, FL 32025 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all that certain land situate in COLUMBIA County, Florida, viz: Parcel ID# R03171-008

Lots 8, 9, 10, 11, 12 & 13, OAK RIDGE ESTATES, a subdivision according to the plat thereof recorded at Plat Book 4, Page 79, in the Public Records of Columbia County, Florida.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2014.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Susan M. Moise
Witness:
Susan M. Moise
Printed Name:

Elizabeth Mangham
Elizabeth Mangham

Kathleen Kilpatrick
Witness:
Kathleen Kilpatrick
Printed Name:

STATE OF Louisiana
Parish of E. Baton Rouge
COUNTY OF

The foregoing instrument was acknowledged before me this 24 day of August, 2015 by ELIZABETH MANGHAM, A SINGLE PERSON personally known to me or, if not personally known to me, who produced drivers license for identification and who did not take an oath.

(Notary Seal)

Margaret K. McIntyre #51417
Notary Public

My Commission Expires:
at death



NOTICE OF PROCEEDINGS FOR THE CLOSING OF A ROAD

TO WHOM IT MAY CONCERN:

YOU WILL NOTICE that the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, will conduct a public hearing to consider and determine whether or not the County will vacate, abandon, discontinue, renounce and disclaim any right of the County and the public in and to the following described road located in Columbia County, Florida, to-wit:

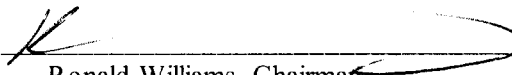
Clay Drive located in **OAK RIDGE ESTATES, UNIT 1**, recorded in Plat Book 4, Page 79, public records, Columbia County, Florida.

A public hearing to receive comments from affected property owners and to authorize the adoption of the proposed resolution will be held at 5:30 p.m. at the April 6, 2017 meeting of the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, at the Columbia County School Board Complex, 372 West Duval Street, Lake City, Florida. Copies of the proposed resolution for the road closing are available for inspection at the office of the County Manager located in the Columbia County Courthouse Annex, 135 NE Hernando Avenue, Lake City, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.


Any person wishing to appeal any decision of the Board of County Commissioners with respect to any matter considered at the above-noticed meeting will need a record of the proceedings, and for such purposes, that person may need to ensure that a verbatim record is made of the proceedings, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans With Disabilities Act, a person needing special accommodations or an interpreter to participate in this proceeding should contact Lisa Roberts 386/758-1005 or T.D. services 386/758-2139, at least seven (7) days prior to the date of the hearing.

If you have any questions, please contact the Board of County Commissioners of Columbia County, Florida, at 386/755-4100.

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

By: 
Ronald Williams, Chairman

ATTEST:


P. Dewitt Cason, Clerk of Court
(SEAL)



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: March 30, 2017

Meeting Date: April 6, 2017

Name: Glenn Hunter

Department: Economic Development Department

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

Incentive recommendation 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?

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

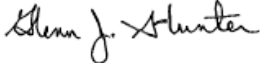
BOARD OF COUNTY COMMISSIONERS

COLUMBIA COUNTY

MEMORANDUM

DATE: March 31, 2017

TO: Ben Scott, County Manager

R: Glenn Hunter, Director Economic Development 

RE: Project #16-15

The Board of County Commissioners requested modifications of the agreement for Project # 16-15 and iattached as per legal counsel.

Company's Representations and Assurances:

1a. Change 2019 to 2018

1c. Change pro rata to zero

1c. Change County's expense to: by an auditor engaged by the county at Company's expense

Economic Development Incentives

2a. The Incentive paid in any one year shall not exceed \$ 20,000 Add: less any percentage of the county's Annual budget allocated to the Columbia County Sheriff's Office (currently 39%)

BOARD MEETS FIRST THURSDAY AT 5.30P.M.
AND THIRD THURSDAY AT 5.30P.M.

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

Review of modified contract with Company on March 23, 2017 request consideration of the following:

Company's Representations and Assurances:

1a. Withdraw completion with certificate of occupancy to: commence by 2018

1c. Change zero to prorata

1c: Change auditor to County's expense

Economic Development Incentives

2a. Delete 75% rebate

2a: Delete the incentive paid in any one year shall not exceed \$ 20,000.00

please find agreement submitted by Client for Board consideration.

Client has requested to speak to the points in the agreement and will attend the April 6th meeting.

We request this item on the agenda for the next regularly scheduled Board of County Commissioner meeting on April 6, 2017.

BOARD MEETS FIRST THURSDAY AT 5.30P.M.
AND THIRD THURSDAY AT 5.30P.M.

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT, (“Agreement”), is made and executed this _____ day of _____, 2017, between **L.L.C.**, whose mailing address is _____, Lake City, Florida 32055 (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 9-acre tract on _____, 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 herein 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 of 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, 20192018.
- 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 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 to zero 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 by an auditor engaged by the County at the County's-Company'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 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, less any percentage of the County's annual budget allocated to the Columbia County Sheriff's Office (currently 39%). 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 of the 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 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.

11. **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.

12. **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.

13. **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:

_____ a Florida Limited Liability Company

Witness

By: _____

Print:

Title: _____

Print or Type Name

Witness

Print or Type Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ as _____ of _____, as _____ of _____, 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

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT, (“Agreement”), is made and executed this _____ day of _____, 2017, between **L.L.C.**, whose mailing address is _____ Lake City, Florida 32055 (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 9-acre tract on _____ 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 herein 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 of an assisted living facility of approximately 46,000 square feet with approximately 64 units. The Company shall endeavor to ~~complete~~ commence construction such that a ~~certificate of occupancy shall issue~~ on or before December 31, ~~2019~~2018.
- 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 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 ~~to zero pro-rata~~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 by an auditor engaged by the County at the ~~County's~~Company's ~~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 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, less any percentage of the County's annual budget allocated to the Columbia County Sheriff's Office (currently 39%).~~ 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 of the 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 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.

11. **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.

12. **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.

13. **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:

a Florida Limited Liability Company

Witness

By: _____

Print:

Title:

Print or Type Name

Witness

Print or Type Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ as _____ of _____ n, as _____ 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

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

Clerk of Court



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: March 30, 2017 Meeting Date: April 6, 2017

Name: Kevin Kirby Department: Public Works Department

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

Approve Roadside Mowing Bid 2017-J

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 [X] Yes Account No. 10142105413034 [] 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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: March 30, 2017
To: Ben Scott, County Manager
From: Kevin Kirby, Assistant County Manager
RE: Roadside Mowing Bid 2017-J

As you are aware we had complications arise with the road-side mowing last season. The contract was as follows:

Contract Mowing and Litter Pickup:

- Four (4) annual mowing cycles beginning 4-1 for 513 miles of roadside mowing/litter pickup. Litter pickup is five (5) cycles.
 - Cycles can be decreased depending on when first frost occurs
 - 35 days (working days) between cycles recently increased to 43 days due to the addition of Bascom Norris slopes (4 days) and Landfill mowing (4 days)
 - Contractor begins in the south end of the county
 - Contract includes 14 acres of special area mowing
 - Current contract mowing and litter pickup-----\$257,505.52
- | | |
|----------------------|-----------|
| Bascom Norris slopes | 16,000.00 |
| Landfill mowing | 16,800.00 |
| Special mowing | 600.00 |

TOTAL \$290,905.52

Issues:

- Preservation of wildflowers in the Spring
- Mowing frequency
- Weather influences
- Consideration of using multiple vendors

Preservation of Wildflowers

Every spring we have numerous complaints from citizens not wanting the areas mowed that produce wildflowers. While we agree that it beautifies the road sides, skipping the areas creates a hardship for the mowing vendor. Communicating what areas not to mow can be subjective. In addition when these areas are skipped the next time mowing is scheduled for these areas the growth can be excessive dependent on the weather which impedes the mowing progress.

Mowing Frequency

Numerous complaints were logged this past year regarding roadside mowing. The cycle was changed to begin in the north end of the county whereas in previous years the cycle began in the south end of the county. As a result of the change, the south areas that would normally have been mowed beginning April 1 were not mowed until mid-May. In addition, excessive rainfall also slowed the schedule.

Weather Influences

As indicated above weather can play a big influence in the mowing cycles. Occurrence of first frost, frequency and amount of rainfall, amount of water remaining in ditches, etc. all effect the mowing cycles. This past summer we experienced more rainfall than we have in several years. Combined with the cycle change the mowing contractor was hindered by weather conditions.

As a result of the above issues the Board was provided with the following options:

- Split the mowing between two (2) vendors---one for the North zone (270 miles) and one for the South zone (243 miles.) The breaking point would be CR 242, 242A and CR252 at the CHS east side. Both vendors would begin simultaneously and work toward the center of the county. This would increase the frequency of the mowing cycles. This option should be expense neutral with the exception of an overall price increase.
- Require one vendor to have two crews that would work simultaneously as above. This option would increase the mowing cost by 53% (approximately \$137,000) due to the vendor having to provide additional manpower and equipment.
- Retain one vendor and add an additional mowing/litter cycle to all areas or possible high traffic areas. This option would not change the mowing frequency but would extend the season. The cost for this option would be an additional 67.91 per mile for mowing and an additional \$46.26 for litter pickup. Special project mowing is \$24/acre.
- Retain one vendor at the same terms of current contract. A few changes are suggested if this option is chosen to update start times and cycle days due to the addition of newly paved roads.

- Perform roadside mowing with county employees. This option would require an initial capital outlay of \$260,000 for equipment and recurring expenses of \$397,253 annually. This figure does not include any equipment replacement.

In February of this year the mowing contract was rebid. Following are the bids received:

Option #1

One Contractor would be responsible for both zones---North and South

Mowing cycle is 4 cycles beginning between April 1 and May 15th

Mowing cycles shall be completed by November 30th

Each mowing cycle to be completed in 35 WORKING days (excluded are weekends, holidays, and rain days)

Litter removal to be done prior to mowing

Litter pickup is 5 cycles

Each litter cycle to be completed in 35 WORKING days (excluded are weekends, holidays, and rain days)

Two tractors will be required to operate simultaneously

Roadside Mowing	\$185,697.92
Roadside Litter Removal	\$158,132.10
Special Project Mowing	\$ 1,837.44
Bascom Norris Slopes	\$ 21,504.00
Landfill Slopes	\$ 14,044.80

OPTION #1 TOTAL **\$381,216.26**

Option #2

One Contractor would split area into North/South zones with above described boundaries

Mowing cycle is 4 cycles beginning between April 1 and May 15th

Mowing cycles shall be completed by November 30th

Each mowing cycle to be completed in 20 WORKING days (excluded are weekends, holidays, and rain days)

Litter removal to be done prior to mowing

Litter pickup is 5 cycles

Each litter cycle to be completed in 20 WORKING days (excluded are weekends, holidays, and rain days)

Two tractors will be required to operate simultaneously in each zone

North Zone:

Roadside Mowing	\$123,359.20
Roadside Litter Removal	\$105,053.15
Special Project Mowing	\$ 1,626.24
Bascom Norris Slopes	\$ 21,504.00

TOTAL **\$251,542.59**

South Zone:

Roadside Mowing	\$99,464.76
Roadside Litter Removal	\$84,709.80
Special Project Mowing	\$ 211.20

TOTAL **\$184,385.76**

Landfill Slopes **\$14,044.80**

OPTION #2 TOTAL **\$449,973.15**

Recommendation

As you can see, Option #2 increases the cost by \$68,756.89. In addition, the constituents of the County are used to a set mowing cycle and therefore I believe complaints would be increased. It is my recommendation that we utilize Option #1.

**BID FORM
 BID NO. 2017-J
 (BASE BID)
 COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

BID FORM FOR: ROADSIDE MOWING AND LITTER REMOVAL

Bids must be received in the office of the board of County Commissioners, Columbia County, 135 NE Hernando Ave. Room 203, P.O. Box 1529, Lake City, FL, 32056-1529. No later than 11:00 A.M. on March 15, 2017, In a Sealed Envelope, Plainly Marked: "Sealed Bid For: Roadside Mowing and Litter Removal".

Bids will be opened in the office of the Board of County Commissioners at 11:00 A.M. on March 15, 2017 or as soon thereafter as practical.

Columbia County reserves the right to reject any and/or all bids and to accept the bid in the county's best interest, bid F.O.B., Columbia County, Florida.

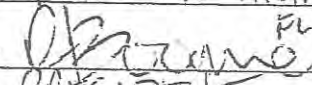
Addendums No. 1  have been received.

Item	Unit	Estimated Quantity (X)	Estimated Cycles (X)	Bid Price =	Total
Roadside Mowing	Mile	514	4	\$ <u>90.32</u>	\$ <u>185,677.92</u>
Roadside Litter Removal	Mile	514	5	\$ <u>61.53</u>	\$ <u>158,122.10</u>
Special Project Mowing	Acre	17.4	4	\$ <u>26.40</u>	\$ <u>1837.44</u>
Bascom Norris Slopes			8	\$ <u>2688</u>	\$ <u>21,504.00</u>
Landfill Slopes	Acre	133	4	\$ <u>26.40</u>	\$ <u>14,044.80</u>
Total Contract Amount					\$ <u>381,216.26</u>

I certify that the services or products meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the specifications, term and conditions of this bid and I am thoroughly familiar with its provisions and the quality and type of coverage called for and bid herein. The undersigned bidder further declares that he/she has not divulged, discussed or compared his bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose.

COMPANY: BOONE IMPROVEMENTS INC DATE: 3/22/17

ADDRESS: PO BOX 3190 HIGH SPRINGS FL 32143 PHONE NO: 786-255-2571

SIGNATURE:  PRINT NAME: RYAN BOONE
 TITLE: PRESIDENT

**BID FORM
 BID NO. 2017-J
 (ALTERNATE B SOUTH ZONE)
 COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

BID FORM FOR: ROADSIDE MOWING AND LITTER REMOVAL

Bids must be received in the office of the board of County Commissioners, Columbia County, 135 NE Hernando Ave. Room 203, P.O. Box 1529, Lake City, FL, 32056-1529. No later than 11:00 A.M. on March 15, 2017, In a Sealed Envelope, Plainly Marked: "Sealed Bid For: Roadside Mowing and Litter Removal".

Bids will be opened in the office of the Board of County Commissioners at 11:00 a.m. on March 15, 2017 or as soon thereafter as practical.

Columbia County reserves the right to reject any and/or all bids and to accept the bid in the county's best interest, bid F.O.B., Columbia County, Florida.

Addendums No. 1 (CF) have been received.

Item	Unit	Estimated Quantity (X)	Estimated Cycles (X)	Bid Price =	Total
Roadside Mowing	Mile	243	4	\$ <u>102.33</u>	\$ <u>99,464.76</u>
Roadside Litter Removal	Mile	243	5	\$ <u>69.72</u>	\$ <u>84,709.86</u>
Special Project Mowing	Acre	2	4	\$ <u>26.40</u>	\$ <u>211.20</u>
Total Contract Amount					\$ <u>184,385.76</u>

I certify that the services or products meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the specifications, term and conditions of this bid and I am thoroughly familiar with its provisions and the quality and type of coverage called for and bid herein. The undersigned bidder further declares that he/she has not divulged, discussed or compared his bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose.

COMPANY: BOONE IMPROVEMENTS INC DATE: 3/22/17

ADDRESS: PO BOX 3190 HIGH SPRINGS FL. PHONE NO: 786 255-2571
32655

SIGNATURE: [Signature] PRINT NAME: RYAN BOONE

TITLE: PRESIDENT

BID FORM
BID NO. 2017-J
(ALTERNATE A NORTH ZONE)
COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

BID FORM FOR: ROADSIDE MOWING AND LITTER REMOVAL

Bids must be received in the office of the board of County Commissioners, Columbia County, 135 NE Hernando Ave. Room 203, P.O. Box 1529, Lake City, FL, 32056-1529. No later than 11:00 A.M. on March 15, 2017, In a Sealed Envelope, Plainly Marked: "Sealed Bid For: Roadside Mowing and Litter Removal".

Bids will be opened in the office of the Board of County Commissioners at 11:00 A.M. on March 15, 2017 or as soon thereafter as practical.

Columbia County reserves the right to reject any and/or all bids and to accept the bid in the county's best interest, bid F.O.B., Columbia County, Florida.

Addendums No. 1 ⁽²³⁾ have been received.

Item	Unit	Estimated Quantity (X)	Estimated Cycles (X)	Bid Price =	Total
Roadside Mowing	Mile	271	4	\$ <u>113.40</u>	\$ <u>123,354.20</u>
Roadside Litter Removal	Mile	271	5	\$ <u>77.53</u>	\$ <u>105,053.15</u>
Special Project Mowing	Acre	15.4	4	\$ <u>26.40</u>	\$ <u>1626.24</u>
Bascom Norris Slopes			8	\$ <u>2688.00</u>	\$ <u>21,504.00</u>
Total Contract Amount					\$ <u>251,542.59</u>

I certify that the services or products meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the specifications, term and conditions of this bid and I am thoroughly familiar with its provisions and the quality and type of coverage called for and bid herein. The undersigned bidder further declares that he/she has not divulged, discussed or compared his bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose.

COMPANY: BOONE IMPROVEMENTS INC DATE: 3/22/17

ADDRESS: PO BOX 3190 HIGH SPRINGS FL 32655 PHONE NO: 781-255-2571

SIGNATURE: [Signature] PRINT NAME: CYAN BOONE

TITLE: PRESIDENT



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: March 28, 2017

Meeting Date: April 6, 2017

Name: Kevin Kirby

Department: Public Works Department

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

Capital Improvement Project Status

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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: March 30, 2017
To: Ben Scott, County Manager
From: Kevin Kirby, Assistant County Manager
RE: Capital Improvement Project Status

Please see below for the most recent information:

PROJECT	ACCT. #	BUDGET AMT.	BALANCE	STATUS
COURTHOUSE HUMIDITY	30218305193046 GCP 3	\$168,770.00	\$84,109.60	COMPLETE
COURTHOUSE DOWNSPOUT	30218305193046 GCP 20	\$95,000.00	\$6,470.02	COMPLETE
JAIL REPAIR/MAINT.	30223305233046	\$71,000.00	\$16,063.50	COMPLETE **
MAIN LIBRARY ROOF	30271005713046	\$144,850.00	\$11,977.35	COMPLETE
WESTSIDE LIBRARY	30271505713046	\$135,250.00	\$135,250.00	ON HOLD
RICHARDSON BATHROOMS	30272025726062	\$140,317.00	-\$242.28	PENDING COMPLETION
RICHARDSON PLAYGROUND	30272005726063	\$50,000.00	\$1,705.15	COMPLETE **
WINFIELD TENNIS	30272075723046	\$46,000	\$14,000.00	COMPLETE **
MASON CITY TENNIS	30272085723046	\$50,000.00	\$18,000.00	COMPLETE **
SOUTHSIDE LIGHTING	30272055726063	\$28,000.00	-\$16,850.00	PER BID
SOUTHSIDE PLAYGROUND	30272055726063	\$45,000.00	\$207.51	COMPLETE **
SOUTHSIDE COACH'S BLDG.	30237105373046	\$2,150.00	\$525.83	COMPLETE
SPRINGVILLE PLAYGROUND	30272045726063	\$45,000.00	\$207.51	COMPLETE **
LK. JEFFREY PRACTICE FIELD	30272095726062	\$80,000.00	\$80,000.00	ON HOLD
F.W. SENIOR CENTER	30272105726063	\$28,000.00	\$0.00	PENDING COMPLETION
F.W. CONCESSION/RESTROOM	30272065726062	\$150,000.00	-\$113,000.00	PER BID
F.W. LIGHTING	30272065726063	\$70,000.00	-\$4,500.00	PER BID
F.W. TENNIS	30272065723046	\$54,000.00	\$900.00	COMPLETE **
		\$1,421,368.00	\$234,824.19	
			-\$215,250.00	PROJECTS ON HOLD
			\$19,574.32	SURPLUS BALANCE

** P.O. Done/Work in Progress

As you will note two projects are currently on hold.

Currently we have a \$19,574.32 budget surplus. You will also note that bids for three (3) projects have come in over budget.

1. Southside Lighting----original budget was \$28,000. Bid is \$44,850 for a deficit of \$16,850.
2. Ft. White Lighting---original budget was \$70,000. Bid is \$74,500 for a deficit of \$4,500.

The two lighting projects were bid as one (1). The budgeted amounts were based on a previous lighting project around the large parking lot at the Southside complex. To stay with like construction and materials this bid was put out so we can stay uniform at these complexes. Several factors have caused the increase in the bid. The project is a 3-1 project meaning that one bid is for three different locations with poles being installed at the two (2) different complexes listed above. Two different sites increase the labor, freight and mobilization. Connecting to three (3) different power sources adds labor and materials. There has also been an increase in material costs since the first project was bid.

3. Ft. White Concession/Restroom Building----original budget was \$150,000. Bid is \$208,880 + \$17,023.72 architect fees, up to \$30,000 for a septic system, \$4,096 tap fees/utility hookups, and \$3,000 septic engineering for a total of approximately \$263,000. This creates a deficit of \$113,000.

The design of the building was produced by Kail Partners Architecture and Interiors, the County's contracted architect for small projects. There has been discussion as to why the plans from the Southside Complex were not used and the architect fee saved. This was not possible due to the following reasons:

1. The Southside Complex plans were based on the 2010 Florida Building Code and Wind Load design. The current design had to be based on the 2014 requirements. The original design could only be used if the Engineer of Record made the appropriate changes to update design plans for the new code and wind loads. This was not possible as the Engineer of Record is no longer in private practice.
2. Included in the new design package is a 197 page specification book with a detailed listing of what to use or how to use the materials that put the project together. This will insure misunderstandings in the construction process, procurement, and contracting requirements.
3. In addition a septic system had to be designed as the Southside Complex is on City of Lake City water/sewer system and the Ft. White Complex will require septic.
4. Also to be noted, in-house services were provided for the Southside Complex inclusive of: site prep., embankment, compacting, finish grading of earthwork, transportation of equipment, handling and disposal of construction debris during and post construction, restoration of site after construction completed. The existing work load does not permit these services to be provided for the Ft. White project.

The bid came in considerably higher than the budgeted amount for the following reasons:

1. In order to stay in the same design style of the current buildings on site a standing seam roof in lieu of shingles was specified----\$12,000.
2. A grease interceptor is required by Environmental Health due to septic system----\$3,000.
3. Due to grease interceptor required separate drainage required from triple sink----\$500.
4. A water fountain was included---none at Southside.
5. A triple sink is specified for \$2,000 where the owner provided at Southside Complex.
6. One extra commode was added in men's restroom----\$1,000.
7. Floor drain added in mechanical room----\$500.
8. One added hot water hose bibb for maintenance purposed in mechanic room.
9. Drywell required reducing wet area in traffic area----\$3,000.
10. Insulated rollup doors for two (2) openings. Could reduce by \$3,800 for non-insulated.
11. A metal plate was included in the ceiling in the outside grilling area.
12. Electric meter placed in confined area for protection and safety----\$2,500.
13. Design fees of 8.15% of cost of project.
14. Cost increases over the last four (4) years.

As noted previously, two (2) projects are currently on hold. When completed the total cost for all approved projects will be \$1,383,763 leaving a surplus balance of \$19,574.

I recommend approval of the overages and proceed with the projects.



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: March 31, 2017

Meeting Date: April 6, 2017

Name: Kevin Kirby

Department: Public Works Department

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

Ellisville Waste Water Treatment Facility Steel vs Concrete Sewer Plant

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: _____

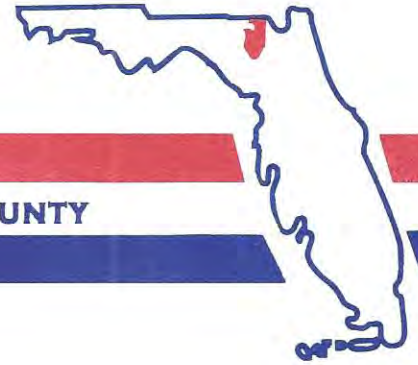
AMOUNT: _____

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: March 31, 2017
To: Ben Scott, County Manager
From: Kevin Kirby, Assistant County Manager 
RE: Ellisville WWTF

We have been given the option of choosing a concrete or steel tank for the above referenced project.

Worth Construction and Development Inc., originally submitted a cost of \$776,433 for the steel tank per specifications. Worth Construction has now submitted a contract change order for a concrete tank in lieu of a steel tank for a saving of \$49,000. Staff contacted Arcadis (EOR) to verify the concrete sewer plant complied with the minimum specifications.

The finding were as follows:

**RWL Steel Tank \$768,683; if direct purchased \$715,903.
Mack Concrete \$727,433; if direct purchased \$707,583.**

The EOR confirmed that Mack Concrete meets the minimum specifications.

As a result of the concrete sewer plant being more cost effective and meeting minimum specifications I am recommending going with the concrete sewer plant.



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: March 29, 2017 Meeting Date: April 6, 2017

Name: Joel Foreman Department: County Attorney

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Request for authorization to file Eviction Complaint; 202 SW Woodgate Terrace

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: BCC
From: Joel F. Foreman
CC: Ben Scott, County Manager; David Kraus
Re: Eviction at 202 SW Woodgate Terrace, Lake City
Date: March 29, 2017

On July 28, 2016, the above-referenced home and lot were conveyed to the County via escheatment tax deed. A copy of the deed is attached to this memo along with a printout from the property appraiser's website.

After receiving complaints of code violations at the property, staff determined that the property is occupied. Requests have been made that the occupants vacate, but with no success.

The County cannot sell this property to the occupants in exchange for bringing unpaid taxes up to date. To sell the property the County must comply with Fla. Stat. section 125.35 and offer the property for competitive, open bid.

It is my recommendation that the Board approve residential eviction at 202 SW Woodgate Terrace and, once vacant, proceed to sell the property in accordance with section 125.35.

Inst: 201612012438 Date: 07/28/2016 Time: 2:01PM
Page 1 of 1 B: 1319 P: 991, P.DeWitt Cason, Clerk of Court
Columbia, County, By: BD
Deputy Clerk

Tax Deed File Number: 12-28 TD

Property Identification Number: 05-4S-16-02777-062

Escheatment Tax Deed

STATE OF FLORIDA
COUNTY OF COLUMBIA

This Tax Deed is issued pursuant to Section 197.502(8), Florida Statutes, wherein three years have passed from the day the subject land was offered for public sale and placed on the list of "lands available for taxes" in accordance with Section 197.502(7), Florida Statutes, without having been purchased. As provided in Section 197.502(8), Florida Statutes, the property has escheated to the County free and clear of any and all tax certificates, tax liens or any other liens of record, including governmental liens, which are deemed, canceled pursuant to said statute.

Now, on this 28th day of July, 2016, the undersigned Clerk conveys to Columbia County through its Board of County Commissioners, whose address is: 135 NE Hernando Ave., Lake City, 32055'

Together with all hereditaments, buildings, fixtures and improvements of any kind and description, the following legally described land situate in Columbia County, Florida:

SEC 05 TWN 4S RNG 16 PARCEL NUMBER: 02777-062

LOT 9 BLOCK B WOODGATE VILLAGE UNIT 1, ORB 527-697, 550-369, 818-1159, 844-812

Witness:

Blake Yarnes
Cheryl E. Beatz

Katrina M. Vercher
Deputy Clerk of the Circuit Court

BEFORE ME, the undersigned notary public, personally appeared Katrina Vercher, Deputy Clerk of the Circuit Court in and for the State and this county, who is known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be of his own free act and deed for the uses and purposes therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME ON July 28, 2016.



F. VONCILE DOW
MY COMMISSION # FF 128936
EXPIRES: October 3, 2018
Bonded Thru Budget Notary Services

F. Voncile Dow
Notary Public

Columbia County Property Appraiser

Jeff Hampton

2016 Tax Roll Year

updated: 3/2/2017

Parcel: << 05-4S-16-02777-062 >>

Owner & Property Info				Result: 4 of 21
Owner	COLUMBIA COUNTY, FLORIDA 135 NE HERNANDO AVE LAKE CITY, FL 32056			
Site	202 WOODGATE TER, LAKE CITY			
Description *	LOT 9 BLOCK B WOODGATE VILLAGE UNIT 1. ORB 527-697, 550-369, 818-1159, 844-812, TD 1319-991			
Area	0.249 AC	S/T/R	05-4S-16	
Use Code *	COUNTY (008600)	Tax District	2	

* The Description above is not to be used as the Legal Description for this parcel in any legal transaction. The Use Code is a FL Dept. of Revenue (DOR) code. Please contact the Columbia County Planning & Development office for specific zoning information.

Property & Assessment Values

2016 Certified Values			2017 Working Values		
Mkt Land (2)	\$11,766		Mkt Land (2)	\$11,766	
Ag Land (0)	\$0		Ag Land (0)	\$0	
Building (1)	\$10,494		Building (1)	\$10,704	
XFOB (2)	\$1,850		XFOB (2)	\$1,850	
Just	\$24,110		Just	\$24,320	
Class	\$0		Class	\$0	
Appraised	\$24,110		Appraised	\$24,320	
Exempt	HX H3 OTHER \$20,875		Exempt	OTHER \$24,320	
Assessed	\$20,875		Assessed	\$24,320	
Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0		Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0	



Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Quality (Codes)	RCode
7/28/2016	\$0	1319/0991	TD	I	U	18
7/3/1997	\$9,400	844/0812	WD	V	Q	
2/22/1996	\$6,500	818/1159	WD	V	U	09

Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc	Year Blt	Base SF	Actual SF	Bldg Value
Sketch	1	MOBILE HME (000800)	1983	1152	1824	\$10,704

Extra Features & Out Buildings - (Show Codes)

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
0294	SHED WOOD/	1993	\$650.00	130.000	10 x 13 x 0	(000.00)
0190	FPLC PF	2006	\$1,200.00	1.000	0 x 0 x 0	(000.00)

Land Breakdown

Land Code	Desc	Units	Adjustments	Eff Rate	Land Value
000200	MBL HM (MKT)	1.000 LT - (0.249 AC)	1.00/1.00 1.00/1.00	\$11,016	\$11,016
009947	SEPTIC (MKT)	1.000 UT - (0.000 AC)	1.00/1.00 1.00/1.00	\$750	\$750

Search Result: 4 of 21



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: March 23, 2017 Meeting Date: April 6, 2017

Name: Kevin Kirby Department: Public Works Department

Division Manager's Signature: 

1. Nature and purpose of agenda item:
Approve DEP Agreement for Clay Hole Creek

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

DEP AGREEMENT LP6103A

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1600 OF THE FY16-17 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 135 NE Hernando Avenue, Suite 203, Lake City, FL 32056 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Ichetucknee Trace- Clay Hole Creek/Alligator Lake Aquifer Recharge and Stormwater Mitigation. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until March 1, 2020, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2016 through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$2,260,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.

i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.

ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%)

of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:
- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price

negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
 - ii. Land Acquisition – Reimbursement for the costs associated with acquiring interest and/or right to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F.
- i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive

timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The

Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

17. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3900 Commonwealth Blvd., MS#3570										
Tallahassee, Florida 32399										
Telephone No.:		850-245-2938								
E-mail Address:		Katherine.britt@dep.state.fl.us								

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The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Chad Williams, or Successor	
Columbia County	
135 NE Hernando Avenue, Suite 203	
Lake City, FL 32056	
Telephone No.:	386-758-1019
E-mail Address:	Chad_williams@columbiacountyfla.com

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. INSURANCE:

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement. The Grantee shall notify the Department's Grant Manager within 10 calendar days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits. In the event of such changes, the Grantee shall provide documentation of required coverage to the Department's Grant Manager concurrent with such notification.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
 - i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
 - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

19. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

Reimbursement for direct or indirect equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

21. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. RESERVED

23. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. LAND ACQUISITION:

The Grantee is authorized to purchase the land described in **Attachment A**. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. The following language shall be included on the deed to the property purchased under this Agreement:

“By acceptance of this deed, Grantee hereby agrees that the use of the property described herein (the “Property”) shall be subject to the terms and conditions contained in that certain Grant Award Agreement (DEP Agreement No. LP6103A), which is attached hereto as Exhibit ___ and by reference made a part hereof (hereinafter referred to as the “Restrictive Covenants”). These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection (“DEP”) shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of _____ County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of _____ County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer.”

“Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. LP6103A, the total funding amount paid by the State of Florida, the date of acquisition, and the Department’s Grant Manager’s name.”

If for any reason the above-referenced federal and state deed language is not incorporated into the deed by which the Grantee acquired the Property, the Grantee shall execute and record a separate Declaration of Restrictive Covenant (using a template obtained from the Department of Environmental Protection) that shall run with the title to the Property. Requests for the Declaration of Restrictive Covenant template shall be directed to the DEP Office of General Counsel, Contracts Attorney, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Prior to recording, such Declaration of Restrictive Covenant shall be reviewed, approved, and counter-signed by the Department. Any applicable recording fees are the sole responsibility of the Grantee.

25. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. **PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the Department’s custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.
- D. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS by**

telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
*Signature of Person Authorized to Sign

By: _____
Secretary or designee

Print Name and Title of Authorized Person

Print Name and Title of Authorized Person

Date: _____

Date: _____

Katie Britt, DEP Grant Manager

QC Review by:

FEID No.: 59-6000564

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (5 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>

ATTACHMENT A GRANT WORK PLAN

PROJECT TITLE: Ichetucknee Trace - Clay Hole Creek / Alligator Lake Aquifer Recharge and Stormwater Mitigation

PROJECT LOCATION: Project is located southeast of Lake City, Florida, more specifically on the southeast side of Alligator Lake, including the Clay Hole Creek area, the entrance into the Lake of Price Creek, and the Outfall of the Lake, into Clay Hole Creek. The approximate center of the project area can be identified as 30°08'45.0", N 82°36'32.2"W.

PROJECT BACKGROUND: Due to the flooding issues encountered in the area in 2004, Suwannee River Water Management District and Columbia County commissioned an engineering study to develop flood abatement alternatives for the Alligator Lake/ Clay Hole Creek watershed system, which was completed in 2009. The study evaluated potential improvements to drainage systems in order to mitigate repetitive flooding that occurred in this area during large storms and hurricane events such as the hurricanes of 2004 and Tropical Storm Debby. These events resulted in flooding that closed County Road 133 (Country Club Road) and County Road 252. The worst flooding occurred to the homes surrounding Clay Hole Creek. Because of the inadequate and/or lack of retention ponds for storage, the area does not have the capacity to handle flood events; therefore, the surrounding residential subdivisions – including the Eastwood subdivision, developed in the 1970's prior to current water management rules for water retention – frequently flood. These subdivisions are served by Lake City for potable water, yet are on private septic tanks for wastewater.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions of \$300,000 pledged towards the total project costs. Documentation of these local contributions will be required in the Final Quarterly Progress Report.

PROJECT DESCRIPTION:

The proposed project will improve the water quality and quantity within the Ichetucknee Springs basin. Alligator Lake, Price Creek and Clay Hole Creek Basins are part the Ichetucknee Trace and proven to be directly connected to Ichetucknee Springs. The project will include improvements such as: wetland creation and aquifer recharge, increase in storage capacity and attenuation, erosion control protection, stormwater control structures to promote more efficient use of existing storage, swale/canal construction, and stormwater pumping stations.

The Ichetucknee River and Springs are not currently meeting their adopted minimum flows and levels, and are included in the Lower Santa Fe Basin Recovery Strategy. Although this project was not yet developed at the time of publication of the Recovery Strategy, its goals of improving aquifer recharge in the Ichetucknee Basin supports the primary aim of the adopted Recovery Strategy, and will support improved spring flows on the Ichetucknee River.

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TASKS and DELIVERABLES:

Task 1: Design and Permitting

Task Description:

The Grantee will complete the design and permitting of the Eastwood Subdivision stormwater system improvements, the Price Creek Channel improvements, and the Alligator Lake Control Structure and Outfall improvements, and obtain all necessary permits for construction of the project. Improvements will include detention ponds, conveyance systems, recharge wells, stormwater pumping stations, and wetlands.

Deliverables: An electronic copy of the final design, including professional certification as applicable, and a list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation and/or a paper copy of the final design.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task 2: Land Purchase

Task Description: The Grantee is acquiring property located on the southeast corner of Alligator Lake in the area of the lake's control structure. The Grantee will pursue property appraisals, title exam/insurance, an environmental site assessment, property survey, boundary map and acreage certification, and closing and receipt of deed. Note that the Grant Agreement includes specific requirements under the paragraph 24 "Land Acquisition". Property will need to be purchased to construct the new detention ponds, conveyance systems, recharge wells and wetlands. Purchase of land will be completed by Columbia County in accordance with Columbia County's policy and procedures.

Deliverable: Purchase of the land as evidenced by copies of the appraisals, the closing statement or all closing documents, title exam/insurance, environmental site assessment results, property survey, boundary map and acreage certification and deed.

Performance Standard: The Department's Grant Manager will review the deliverables to ensure that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon Department approval of each associated task deliverable.

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Task 3: Construction

Task Description: The Grantee will construct the Eastwood Subdivision stormwater system improvements, the Price Creek Channel improvements and the Alligator Lake Control Structure and Outfall improvements in accordance with the final design(s) and permits. Construction will include detention ponds, conveyance systems, recharge wells, stormwater pumping stations, and wetlands.

Deliverable 3a: Construction completed to date as described in this task, as evidenced by these interim deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, and 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 14 days prior to each payment request and may be submitted no more frequently than quarterly.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each quarterly interim deliverables submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that quarter under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 3b: Detention ponds, conveyance systems, recharge wells, stormwater pumping stations, and wetlands constructed as described in this task, as evidenced by: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per quarter. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Design and Permitting	12-01-2016	07-01-2018	07-01-2018
2	Land Purchase	01-01-2017	07-01-2018	07-01-2018
3	Project Construction	09-01-2018	09-01-2019	Quarterly

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services	\$379,500
	Total for Task:	\$379,500
2	Contractual Services	\$90,000
	Land Acquisition	\$390,500
	Total for Task	\$480,500
3	Contractual Services	\$1,400,000
	Total for Task:	\$ 1,400,000

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Contractual Services Total	\$1,869,500
Land Purchase	\$390,500
Total:	\$2,260,000

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Payment Request No. _____ DEP Agreement No. _____ Date _____

Performance Period (Start date - End date): _____

Deliverables completed to support payment request (attach additional pages as needed):

Task/Deliverable Number(s): _____ Task Budget Amount: \$ _____ -

Grantee:
(Name & Mailing Address) _____

Grantee Contact: _____
(Name & Phone)

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -	\$ -
Contractual (Subcontractors)	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Direct Purchases)	\$ -	\$ -	\$ -	\$ -
Rental/Lease of Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous/Other Expenses	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING (ALL TASKS)	\$		\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of
 (Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
 (Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE: This is the date that you are submitting the payment request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

TASK/DELIVERABLE NO.: Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

TASK BUDGET AMOUNT: List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Deliverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

GRANTEE: Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

GRANTEE CONTACT: List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST*." The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:					Payment Request No.:		
DEP Agreement No.:							
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
Totals:				\$ -	\$ -		

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.
Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested **(2)** from Invoice Amount **(1)**.
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under **(2)**.
- 4

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail. You should anticipate a response from program staff within 2 business days.

Remit Payment Request by E-mail to the Department's Grant Manager.

Be sure the E-mail payment request includes the following:

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

- 1) Attachment B Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact the Department's Grant Manager.

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Laws of Florida, 2016-66, Line Item #1600	16-17	37.052	Statewide Surface Water Restoration and Wastewater Projects	\$2,260,000	087870

Total Award				\$	2,260,000
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



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: March 30, 2017 Meeting Date: April 6, 2017

Name: Ben Scott Department: BCC Administration

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

County Owned Surplus Real 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: _____ 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: Board of County Commissioners

FR: Ben Scott, County Manager

A handwritten signature in blue ink that reads "Ben Scott".

DATE: March 30, 2017

RE: Surplus Real Property

Please find attached for your review a list of parcels County staff has determined to be surplus. I would like to recommend the Board to approve the sale of these parcels per Florida Statute 125.35.

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

Columbia County BCC Surplus Real Property

Sheet #	Parcel ID	Total Acres	Address/Location
5	01437-001	1.07	1168 SW Kentucky St
7	11292-000	0.132	NW Georgia/NW Wilson St
16	02642-099	0.669	SW Mary Ethel Ln/SW SR 247
17	02658-000	0.25	Quail Ridge/ SW Bascom Norris/SW Faith Rd
20	02710-014	0.09	SW Judy Glen/SW Bascom Norris Dr
23	01924-000	0.77	NW Oosterhoudt Ln
25	03443-103	0.83	Bishop Corner/SW SR 47
39	04846-000	4.01	4842 N US Highway 441
40	04851-008	3.135	221 NE Gilbert Ct
42	02777-062	0.249	202 SW Woodgate Terr
55	09626-130	4.01	199 SW Papoose Pl
93	03626-053	1.03	229 SW Oriole Pl
94	04226-125	10.01	1888 SW Fry Ave
108	04236-054	0.98	SW Bluff Dr
109	04236-055	1.05	SW Bluff Dr
110	04236-057	1.74	SW Bluff Dr
119	05547-000	2.69	1260 NE Gum Swamp Rd
136	02272-033	0.18	NW Auburn Pl
153	01774-001	0.387	Corner Of NW Suwannee Valley Rd & NW Parnell Ave
164	11709-012	0.31	NW Lake Jeffery/ NW Long Street
165	01793-099	3.21	Corner Area Of NW Queens Rd/NW Combs Terr
189	02522-999	0.11	NW Commerce Dr
197	02162-003	1.21	NW Carr CT



Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 00-00-00-01437-001 OTHER | COUNTY (008600) | 1.07 AC

NOTES:

LOTS 1 BLOCK 2 THREE RIVERS ESTATES UNIT 23. ORB 673-011, 711-873, 785-965 797-1401, 807-2022, 817-1594, 817-1595, CT 1265-2429, QCD 1293-1809,



COLUMBIA COUNTY FLORIDA

Owner: P O BOX 1529
LAKE CITY, FL 320561529

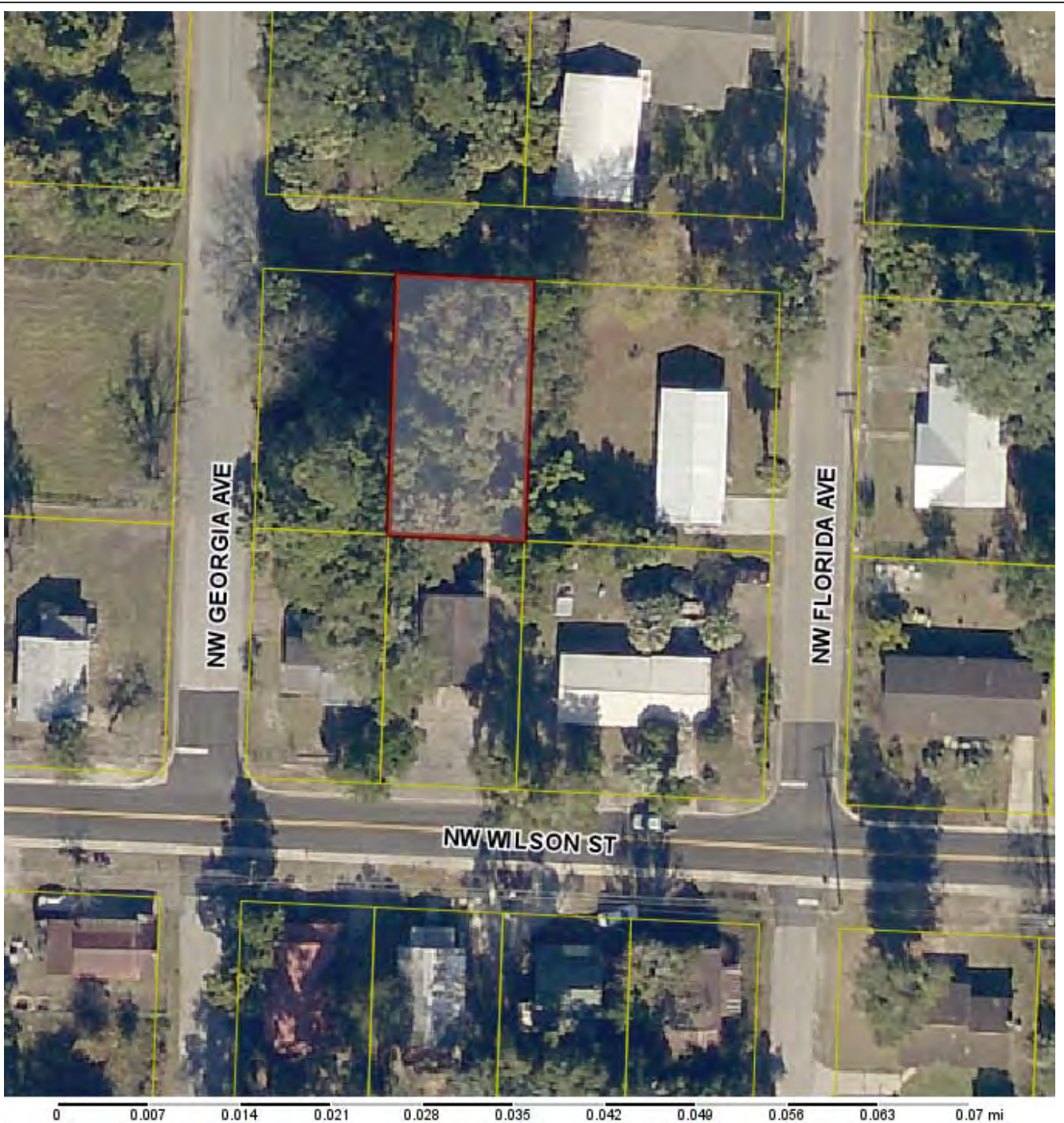
Site: 1168 KENTUCKY ST, FT WHITE

Sales Info	3/3/2015	\$0	I (U)
	11/13/2013	\$100	I (U)
	2/19/1996	\$13,000	I (Q)
	2/13/1996	\$0	I (U)

2016 Certified Values			
Mkt Lnd	\$8,600	Appraised	\$8,600
Ag Lnd	\$0	Exempt	\$8,600
Bldg	\$0	Assessed	\$8,600
XFOB	\$0		
Just	\$8,600	Total	county:\$0 city:\$0
Class	\$0	Taxable	other:\$0 school:\$0

This information, updated: 3/2/2017, was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or

by: GrizzlyLogic.com



Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 00-00-00-11292-000 OTHER | COUNTY (008600) | 0.132 AC
 NW DIV: N 100.5 FT OF N 200.5 FT OF E 55 FT OF W 110 FT OF BLOCK 31.

NOTES:



COLUMBIA COUNTY, FLORIDA
 Owner: P O BOX 1529
 LAKE CITY, FL 32056
 Site: --,
 Sales Info: 4/2/1991 \$0 V (U)

2016 Certified Values			
Mkt Lnd	\$2,887	Appraised	\$2,887
Ag Lnd	\$0	Exempt	\$2,887
Bldg	\$0	Assessed	\$2,887
XFOB	\$0		
Just	\$2,887	Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0
Class	\$0		

This information, updated: 3/2/2017, was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or

by: GrizzlyLogic.com



0 0.02 0.04 0.06 0.08 0.1 0.12 0.14 0.16 0.18 0.2 mi

Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 01-4S-16-02642-099 OTHER | COUNTY (008600) | 0.669 AC

THAT PART OF NW1/4 AS LIES N OF MARY ETHEL RD. ORB 881-337

NOTES:



COLUMBIA COUNTY, FLORIDA

Owner: P O BOX 1529
LAKE CITY, FL 32056

Site:
Sales Info: 5/21/1999 \$0 V (U)

2016 Certified Values

Mkt Lnd	\$26,877	Appraised	\$26,877
Ag Lnd	\$0	Exempt	\$26,877
Bldg	\$0	Assessed	\$26,877
XFOB	\$0		
Just	\$26,877	Total	county:\$0
Class	\$0	Taxable	city:\$0
			other:\$0
			school:\$0

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by: GrizzlyLogic.com



0 0.007 0.014 0.021 0.028 0.035 0.042 0.049 0.056 0.063 0.07 mi

Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 01-4S-16-02658-000 OTHER | COUNTY (008600) | 0.25 AC
 COMM INTERS OF E LINE OF SE1/4 OF NW1/4 WITH SW R/W OF OLD TROY RD, RUN S 47 DEFG W 237.97 FT FOR POB, RUN S 49 DEG E 105.04 FT, S 48 DEG W 105.67 FT,

NOTES:



Owner: COLUMBIA COUNTY, FLORIDA
 P O BX 1529
 LAKE CITY, FL 320561529

Site:
 Sales Info: 8/26/2002 \$62,000 I (U)
 4/9/2001 \$38,928 I (Q)
 5/10/1999 \$0 I (U)

2016 Certified Values			
Mkt Lnd	\$15,544	Appraised	\$15,544
Ag Lnd	\$0	Exempt	\$15,544
Bldg	\$0	Assessed	\$15,544
XFOB	\$0	county:	\$0
Just	\$15,544	Total city:	\$0
Class	\$0	Taxable other:	\$0
		school:	\$0

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by: GrizzlyLogic.com



Columbia County Property Appraiser
 Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 01-4S-16-02710-014 OTHER | COUNTY (008600) | 0.09 AC
 LOT 14 BLOCK 2 QUAIL HEIGHTS S/D, EX APPROX 0.06 AC DESC IN ORB 1042-1928 & EX RD R/W. ORB 792-743, 799-1014, 812-1052, 821-170, 959-628.

NOTES:



Owner: COLUMBIA COUNTY, FLORIDA
 P O BX 1529
 LAKE CITY, FL 320561529

Site:
Sales Info 7/29/2002 \$58,000 I (U)
 4/25/1996 \$6,500 V(Q)
 12/20/1994 \$30,000 V(U)

2016 Certified Values			
Mkt Lnd	\$2,880	Appraised	\$2,880
Ag Lnd	\$0	Exempt	\$2,880
Bldg	\$0	Assessed	\$2,880
XFOB	\$0	county:	\$0
Just	\$2,880	Total	city:\$0
Class	\$0	Taxable	other:\$0
		school:	\$0

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Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 02-3S-16-01924-000 OTHER | COUNTY (008600) | 0.77 AC
 COMM NW COR OF SEC RUN S 3797.42 FT TO C/L OOSTERHOUDT RD, NE ALONG C/L 989.69 FT, SE
 39.96 FT FOR POB, NE ALONG S R/W 319 FT, SW 143.99 FT, SW 200 FT

NOTES:



Owner: COLUMBIA COUNTY, FLORIDA
 P O BOX 1529
 LAKE CITY, FL 32056
 Site: OOSTERHOUDT RD,
 Sales Info 2/21/1992 \$0 V(U)

2016 Certified Values			
Mkt Lnd	\$8,615	Appraised	\$9,615
Ag Lnd	\$0	Exempt	\$9,615
Bldg	\$0	Assessed	\$9,615
XFOB	\$1,000	county:	\$0
Just	\$9,615	Total city:	\$0
Class	\$0	Taxable other:	\$0
		school:	\$0

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by: GrizzlyLogic.com



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Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 02-5S-16-03443-103 OTHER | COUNTY (008600) | 0.83 AC

LOT 3 BISHOP CORNER S/D. WD IN ORB 1295-1712 DESCRIBES IT AS FOLLOWS: LOTS 2 & 3, BISHOP CORNER S/D, EX THE NORTHERN 1 AC OF LAND WHOSE SOUTHERN BNDRY

Owner: COLUMBIA COUNTY, FLORIDA
P O BOX 1529
LAKE CITY, FL 32056

Site: ,
Sales Info 5/28/2015 \$0 V(U)

2016 Certified Values

Mkt Lnd	\$4,937	Appraised	\$4,937
Ag Lnd	\$0	Exempt	\$4,937
Bldg	\$0	Assessed	\$4,937
XFOB	\$0	county:	\$0
Just	\$4,937	Total	city:\$0
Class	\$0	Taxable	other:\$0
		school:	\$0

NOTES:



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by: GrizzlyLogic.com



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Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 05-3S-17-04846-000 OTHER | COUNTY (008600) | 4.01 AC

COM NW COR OF NE1/4 OF SW1/4, RUN E 245.5 FT TO W R/W OF U S HWY 441 FOR POB, RUN S ALONG R/W 210.5 FT, W 406.60 FT, N 410 FT, E 435 FT TO R/W, S 200

NOTES:



Owner: COLUMBIA COUNTY FLORIDA
 P O BOX 1529
 LAKE CITY, FL 32056

Site: 4868 US HIGHWAY 441 , LAKE CITY

Sales Info:

4/20/2016	\$0	I(U)
3/29/2016	\$0	I(U)
3/22/2002	\$100	I(U)
11/7/2001	\$3,400	I(U)

2016 Certified Values			
Mkt Lnd	\$22,050	Appraised	\$35,032
Ag Lnd	\$0	Exempt	\$35,032
Bldg	\$12,982	Assessed	\$35,032
XFOB	\$0	county:	\$0
Just	\$35,032	Total city:	\$0
Class	\$0	Taxable other:	\$0
		school:	\$0

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by: GrizzlyLogic.com



Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 05-3S-17-04851-008 OTHER | COUNTY (008600) | 3.135 AC
 COMM NE COR OF SE1/4 OF NE1/4 RUN S 552.75 FT TO POB, CONT S 544.27 FT, W 252.14 FT TO
 EASTERLY RW LINE OF GILBERT CT, RUN N 544.22 FT, E 251.55 FT

NOTES:



Owner: COLUMBIA COUNTY, FLORIDA
 P O BOX 1529
 LAKE CITY, FL 32056
 Site: 221 GILBERT CT, LAKE CITY
 Sales 4/14/2014 \$0 I(U)
 Info 12/3/2002 \$100 I(U)

2016 Certified Values			
Mkt Lnd	\$12,374	Appraised	\$12,374
Ag Lnd	\$0	Exempt	\$12,374
Bldg	\$0	Assessed	\$12,374
XFOB	\$0	county:	\$0
Just	\$12,374	Total	city:\$0
Class	\$0	Taxable	other:\$0
		school:	\$0

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by: GrizzlyLogic.com



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Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 05-4S-16-02777-062 OTHER | COUNTY (008600) | 0.249 AC
 LOT 9 BLOCK B WOODGATE VILLAGE UNIT 1. ORB 527-697, 550-369, 818-1159, 844-812, TD 1319-991

NOTES:

Owner: COLUMBIA COUNTY, FLORIDA
 135 NE HERNANDO AVE
 LAKE CITY, FL 32056
 Site: 202 WOODGATE TER, LAKE CITY
 Sales Info: 7/28/2016 \$0 I(U)
 7/3/1997 \$9,400 V(Q)
 2/22/1996 \$6,500 V(U)

2016 Certified Values			
Mkt Lnd	\$11,766	Appraised	\$24,320
Ag Lnd	\$0	Exempt	\$24,320
Bldg	\$10,704	Assessed	\$24,320
XFOB	\$1,850	county:	\$0
Just	\$24,320	Total city:	\$0
Class	\$0	Taxable other:	\$0
		school:	\$0



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by: GrizzlyLogic.com



Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 08-6S-17-09626-130 OTHER | COUNTY (008600) | 4.01 AC
 LOT 30 TUSTENUGGEE HILLS S/D. ORB 701-803, 716-362, 719-604 762-706, 766-2105, 943-766,

NOTES:

Owner: COLUMBIA COUNTY, FLORIDA
 P O DRAWER 1529
 LAKE CITY, FL 320561529
 Site: 199 PAPOOSE PL, FT WHITE
 Sales Info: 11/27/2001 \$125,000 I(U)
 2/13/1990 \$11,000 V(Q)
 7/4/1989 \$10,995 V(Q)

2016 Certified Values			
Mkt Lnd	\$11,106	Appraised	\$11,906
Ag Lnd	\$0	Exempt	\$11,906
Bldg	\$0	Assessed	\$11,906
XFOB	\$800	county:	\$0
Just	\$11,906	Total city:	\$0
Class	\$0	Taxable other:	\$0
		school:	\$0



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by: GrizzlyLogic.com



Columbia County Property Appraiser
 Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 15-5S-16-03626-053 OTHER | COUNTY (008600) | 1.03 AC
 E1/2 OF LOT 53 HI DRI ACRES UNIT 2. DC ORB 825-1761, 825-1762, 826-2069, 993-1254, CT 1284-1117,
 QCD 1297-1080

Owner: COLUMBIA COUNTY, FLORIDA
 P O BOX 1529
 LAKE CITY, FL 32056

Site: 229 ORIOLE PL, LAKE CITY

Sales Info:

7/2/2015	\$100	I (U)
11/12/2014	\$100	I (U)
8/28/2003	\$33,500	I (Q)
6/28/1996	\$6,500	V(Q)

2016 Certified Values			
Mkt Lnd	\$10,539	Appraised	\$10,539
Ag Lnd	\$0	Exempt	\$10,539
Bldg	\$0	Assessed	\$10,539
XFOB	\$0	county:	\$0
Just	\$10,539	Total city:	\$0
Class	\$0	Taxable other:	\$0
		school:	\$0

NOTES:



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Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 15-7S-16-04226-125 OTHER | COUNTY (008600) | 10.01 AC
 COMM NE COR OF SW1/4 OF NE1/4, RUN W ALONG N LINE 23.10 FT TO W R/W FRY RD FOR POB,
 CONT W 658.10 FT, S 662.47 FT, E 658.10 FT TO W R/W FRY RD, N 662.

NOTES:



Owner: COLUMBIA COUNTY, FLORIDA
 P O BOX 1529
 LAKE CITY, FL 32056

2016 Certified Values			
Mkt Lnd	\$42,601	Appraised	\$42,601
Ag Lnd	\$0	Exempt	\$42,601
Bldg	\$0	Assessed	\$42,601
XFOB	\$0	county:	\$0
Just	\$42,601	Total	city:\$0
Class	\$0	Taxable	other:\$0
		school:	\$0

Site: ,
Sales Info:
 2/12/2014 \$0 V(U)
 5/20/2004 \$38,000 V(Q)
 12/18/2003 \$28,500 V(Q)
 11/5/2003 \$100 V(U)

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by: GrizzlyLogic.com



0 0.01 0.02 0.03 0.04 0.05 0.06 0.07 0.08 0.09 0.1 mi

Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 18-7S-16-04236-054 OTHER | COUNTY (008600) | 0.98 AC
 LOT 22 UNIT 5 CEDAR SPRING SHORES.

NOTES:



Owner: COLUMBIA COUNTY, FLORIDA
 (PARK)
 P O BOX 1529
 LAKE CITY, FL 32056
 Site: LOT 22 UNIT 5,
 Sales Info: NONE

2016 Certified Values			
Mkt Lnd	\$7,290	Appraised	\$7,290
Ag Lnd	\$0	Exempt	\$7,290
Bldg	\$0	Assessed	\$7,290
XFOB	\$0	county:	\$0
Just	\$7,290	Total	city:\$0
Class	\$0	Taxable	other:\$0
		school:	\$0

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by: GrizzlyLogic.com



Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 18-7S-16-04236-055 OTHER | COUNTY (008600) | 1.05 AC
 LOT 23 UNIT 5 CEDAR SPRING SHORES.

Owner: COLUMBIA COUNTY, FLORIDA
 (PARK)
 P O BOX 1529
 LAKE CITY, FL 32056
 Site: LOT 23 UNIT 5,
 Sales Info: NONE

2016 Certified Values			
Mkt Lnd	\$7,290	Appraised	\$7,290
Ag Lnd	\$0	Exempt	\$7,290
Bldg	\$0	Assessed	\$7,290
XFOB	\$0	county:	\$0
Just	\$7,290	Total	city:\$0
Class	\$0	Taxable	other:\$0
		school:	\$0

NOTES:



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0 0.01 0.02 0.03 0.04 0.05 0.06 0.07 0.08 0.09 0.1 mi

Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 18-7S-16-04236-057 OTHER | COUNTY (008600) | 1.74 AC
 LOT 25 UNIT 5 CEDAR SPRING SHORES.

NOTES:



Owner: COLUMBIA COUNTY, FLORIDA
 (PARK)
 P OB X 1529
 LAKE CITY, FL 32056
 Site: LOT 25 UNIT 5 ,
 Sales Info: NONE

2016 Certified Values			
Mkt Lnd	\$30,000	Appraised	\$30,000
Ag Lnd	\$0	Exempt	\$30,000
Bldg	\$0	Assessed	\$30,000
XFOB	\$0	county:	\$0
Just	\$30,000	Total	city:\$0
Class	\$0	Taxable	other:\$0
		school:	\$0

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by: GrizzlyLogic.com



Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 21-3S-17-05547-000 OTHER | COUNTY (008600) | 2.69 AC
 W1/2 OF E1/2 OF NE1/4 OF SW1/4 AS LIES S OF RD. ORB 319-584, 366-133, 544-22, 723-445, DC SAMUEL
 SOWARDS 931-2929, WD 931-2930, WD 931-2931, QC 942-15

NOTES:

Owner: COLUMBIA COUNTY FLORIDA
 P O BOX 1529
 LAKE CITY, FL 320561529

Site: 1260 GUM SWAMP RD, LAKE CITY

Sales Info:
 11/5/2015 \$100 I(U)
 11/19/2014 \$100 I(U)
 7/28/2005 \$135,000 I(Q)
 7/19/2005 \$100 I(U)

2016 Certified Values			
Mkt Lnd	\$16,547	Appraised	\$16,597
Ag Lnd	\$0	Exempt	\$16,597
Bldg	\$0	Assessed	\$16,597
XFOB	\$50	county:	\$0
Just	\$16,597	Total	city:\$0
Class	\$0	Taxable	other:\$0
		school:	\$0



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by: GrizzlyLogic.com



0 0.007 0.014 0.021 0.028 0.035 0.042 0.049 0.056 0.063 0.07 mi

Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 23-3S-16-02272-033 OTHER | COUNTY (008600) | 0 AC
 BEG NW COR OF LOT 9 LAKE JEFFERY PHASE 1, RUN E ALONG S R/W OF LAKE JEFFERY DR 74.36 FT TO A CURVE, RUN E'LY ALONG CURVE 60 FT, SW 35 DEG 57.99 FT, W

NOTES:



Owner: COLUMBIA COUNTY, FLORIDA
 P O BOX 1529
 LAKE CITY, FL 32056
 Site: PART OF LOT 9 ,
 Sales Info 3/9/1994 \$0 V(U)

2016 Certified Values			
Mkt Lnd	\$250	Appraised	\$250
Ag Lnd	\$0	Exempt	\$250
Bldg	\$0	Assessed	\$250
XFOB	\$0	county:	\$0
Just	\$250	Total	city:\$0
Class	\$0	Taxable	other:\$0
			school:\$0

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by: GrizzlyLogic.com



0 0.007 0.014 0.021 0.028 0.035 0.042 0.049 0.056 0.063 0.07 mi

Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 28-2S-16-01774-001 OTHER | COUNTY (008600) | 0.387 AC
 THE N 130 FT OF THE W 130 FT OF N1/2 OF NW1/4. (FINAL JUDG IN ORB 878-573).

NOTES:

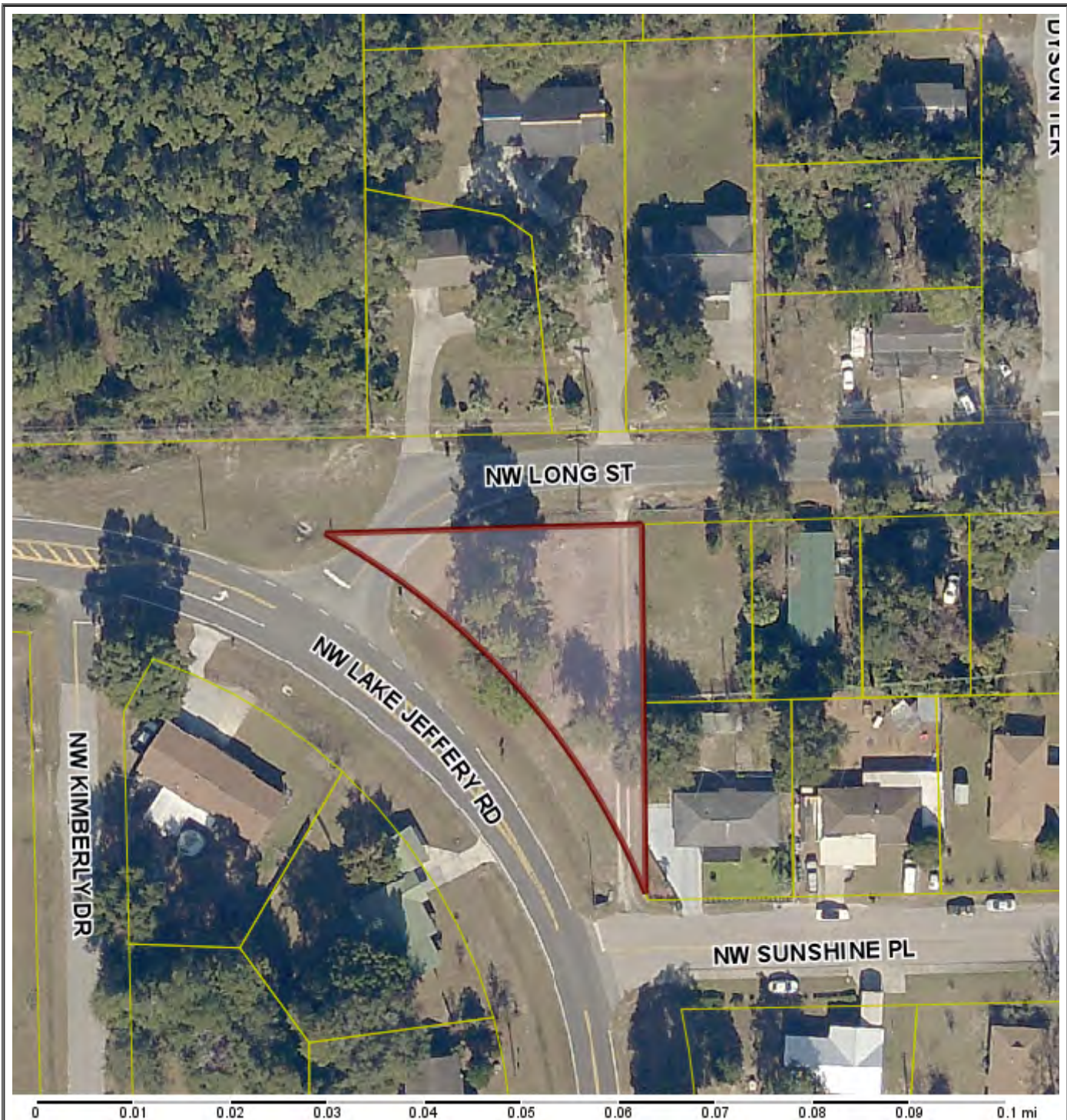
Owner: COLUMBIA COUNTY, FLORIDA
 P O BOX 1529
 LAKE CITY, FL 32056
 Site: 1602 PARNELL AVE,
 Sales Info 4/5/1999 \$0 V(U)

2016 Certified Values			
Mkt Lnd	\$1,000	Appraised	\$1,000
Ag Lnd	\$0	Exempt	\$1,000
Bldg	\$0	Assessed	\$1,000
XFOB	\$0	county:	\$0
Just	\$1,000	Total	city:\$0
Class	\$0	Taxable	other:\$0
		school:	\$0



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by: GrizzlyLogic.com



Columbia County Property Appraiser
 Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 30-3S-17-11709-012 OTHER | COUNTY (008600) | 0 AC
 NW DIV: A PARCEL OF LAND LYING N OF SR 250 & S OF LONG ST & W OF WILLIAMS ST IN NE1/4 OF SW 1/4. DC ORB 876-2088, TO COUNTY 970-1050.

Owner: COLUMBIA COUNTY, FLORIDA
 P O BX 1529
 LAKE CITY, FL 320561529

Site:
Sales Info: NONE

2016 Certified Values			
Mkt Lnd	\$3,790	Appraised	\$3,790
Ag Lnd	\$0	Exempt	\$3,790
Bldg	\$0	Assessed	\$3,790
XFOB	\$0	county:	\$0
Just	\$3,790	Total city:	\$0
Class	\$0	Taxable other:	\$0
		school:	\$0

NOTES:



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0 0.02 0.04 0.06 0.08 0.1 0.12 0.14 0.16 0.18 0.2 mi

Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 31-2S-16-01793-099 OTHER | COUNTY (008600) | 3.21 AC

COMM SW COR OF NE1/4 OF SE1/4 & RUN N 110.34 FT TO PT ON CURVE BEING POB, THENCE NW 159.55 FT, N 38.19 FT, N 77 DG E 70.20 FT TO PT ON W LINE OF NE1/4

NOTES:



Owner: COLUMBIA COUNTY, FLORIDA
 P O BOX 1529
 LAKE CITY, FL 32056
 Site: CC ,
 Sales Info 7/15/2004 \$0 V(U)

2016 Certified Values			
Mkt Lnd	\$32	Appraised	\$32
Ag Lnd	\$0	Exempt	\$32
Bldg	\$0	Assessed	\$32
XFOB	\$0	county:	\$0
Just	\$32	Total	city:\$0
Class	\$0	Taxable	other:\$0
		school:	\$0

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by: GrizzlyLogic.com



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Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 35-3S-16-02522-999 OTHER | COUNTY (008600) | 0.11 AC
 COMM SW COR OF N1/2 OF NW1/4, RUN E 96.54 FT. TO E RW OF NW FAIRWAY DR, SE ALONG R/W
 94.69 FT, CONT SE ALONG CURVE 117.98 FT, CONT E 500.93 FT FOR PO

NOTES:



Owner: COLUMBIA COUNTY, FLORIDA
 P O BOX 1529
 LAKE CITY, FL 32056
Site:
Sales Info: NONE

2016 Certified Values			
Mkt Lnd	\$3,006	Appraised	\$3,006
Ag Lnd	\$0	Exempt	\$3,006
Bldg	\$0	Assessed	\$3,006
XFOB	\$0	county:	\$0
Just	\$3,006	Total	city:\$0
Class	\$0	Taxable	other:\$0
		school:	\$0

This information, updated: 3/2/2017, was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office.

by: GrizzlyLogic.com



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: March 31, 2017 Meeting Date: April 6, 2017

Name: Ben Scott Department: BCC Administration

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

Ellisville Economic Incentive

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: Board of County Commissioners

FR: Ben Scott, County Manager

A handwritten signature in blue ink that reads "Ben Scott".

DATE: March 31, 2017

RE: Ellisville Economic Incentive

In order to encourage economic development, it has been suggested that in lieu of a moratorium on capacity fees for the Ellisville Water and Sewer Service area, the Board may offer a one-time incentive of \$10,000 to \$20,000 for each new business locating within the Ellisville Water and Sewer Service area. This incentive would only be valid for a period defined by the Board.

I am proffering this suggestion for Board consideration.

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



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: March 31, 2017 Meeting Date: April 6, 2017

Name: Ben Scott Department: BCC Administration

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:
FPL Highway 90 West Lighting Agreement

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. 101-4240-541.30.34
 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: Board of County Commissioners

FR: Ben Scott, County Manager

A handwritten signature in blue ink that reads "Ben Scott".

DATE: March 31, 2017

RE: FPL Lighting Agreement

Please find attached for your review and approval an FPL lighting agreement for the newly widened section of US 90 West. County staff will request these lights be added to the FLDOT lighting maintenance agreement.

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



FPL Account Number: **73144-19834**
 FPL Work Order Number: _____

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, **COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter called the Customer), requests on this _____ day of _____, **2016**, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) **US Hwy 90 West, west of Turner Rd to Brown Rd**, located in **Columbia County**, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Lights Installed</u>			<u>Lights Removed</u>		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed
50000	Cobra	28			

<u>Poles Installed</u>		<u>Poles Removed</u>		<u>Conductors Installed</u>	<u>Conductors Removed</u>
Pole Type	# Installed	Pole Type	# Removed		
PC	14			Feet not Under Paving	Feet not Under Paving
				Feet Under Paving	Feet Under Paving

(b) Modification to existing facilities other than described above (explain fully): _____

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

- To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- To pay a contribution in the amount of \$_____ prior to FPL's initiating the requested installation or modification.
- To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

- 7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:
 - a. the addition of street lighting facilities;
 - b. the removal of street lighting facilities; and
 - c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- 8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
- 9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
- 11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
- 12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- 13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- 15. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- 17. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:
COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: _____
Signature (Authorized Representative)

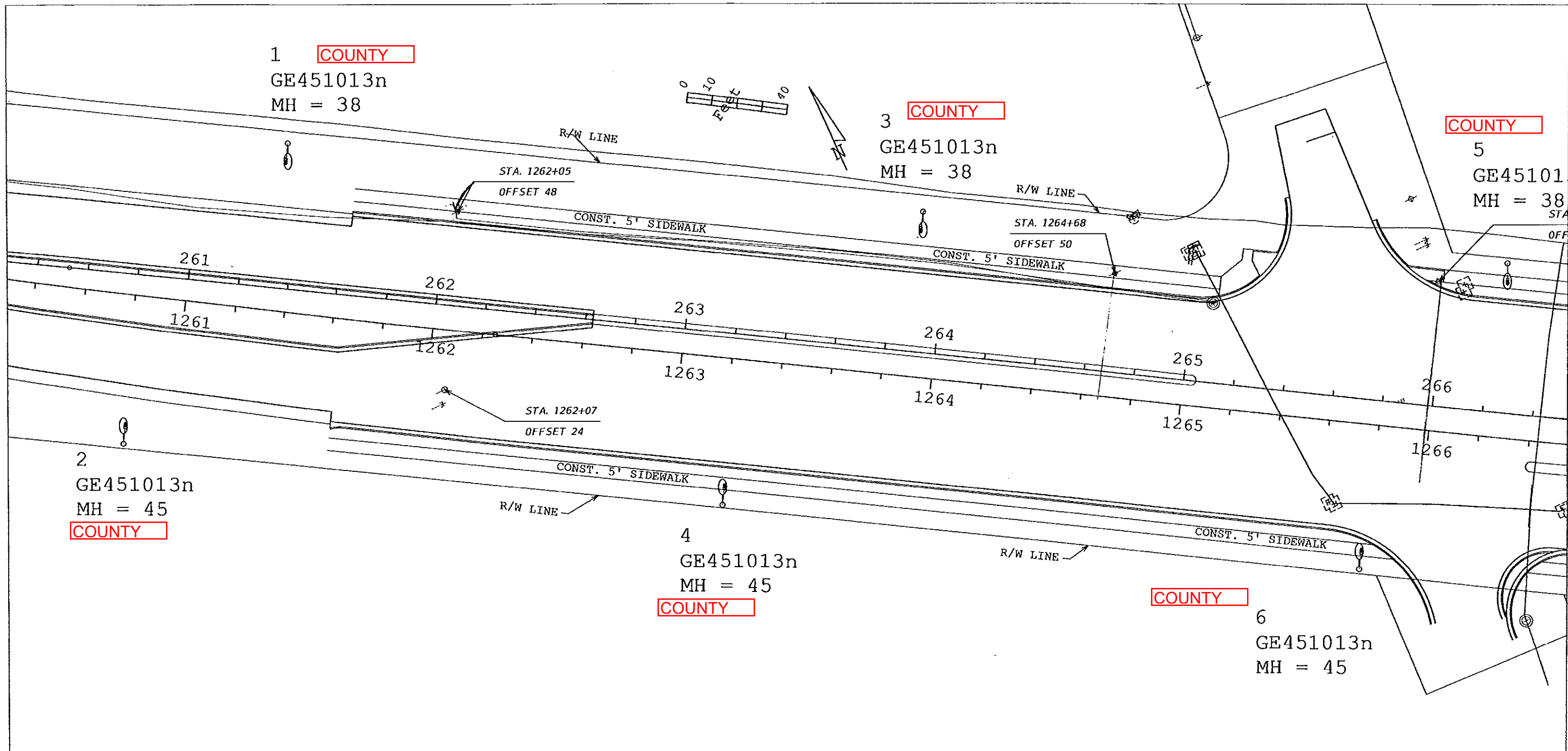
By: _____
(Signature)

(Print or type name)

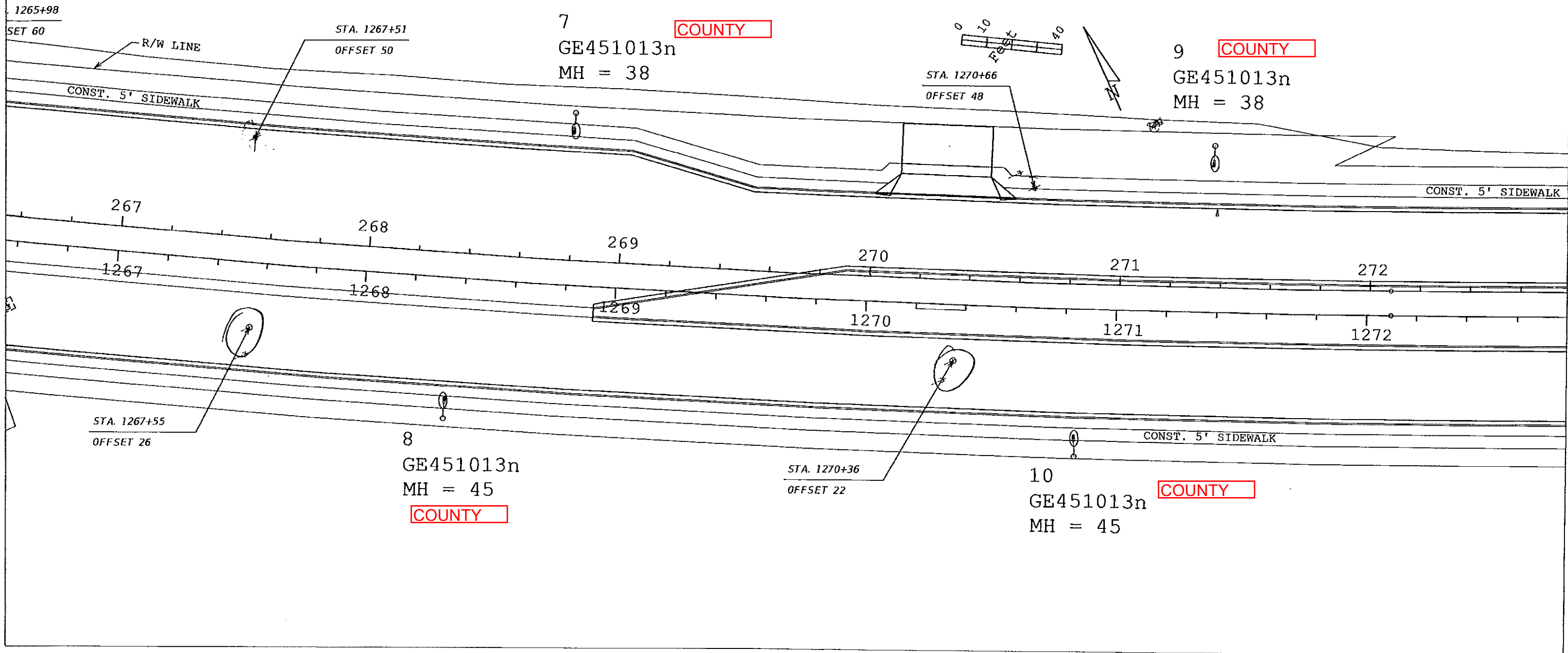
JEFF SIMMONS
(Print or type name)

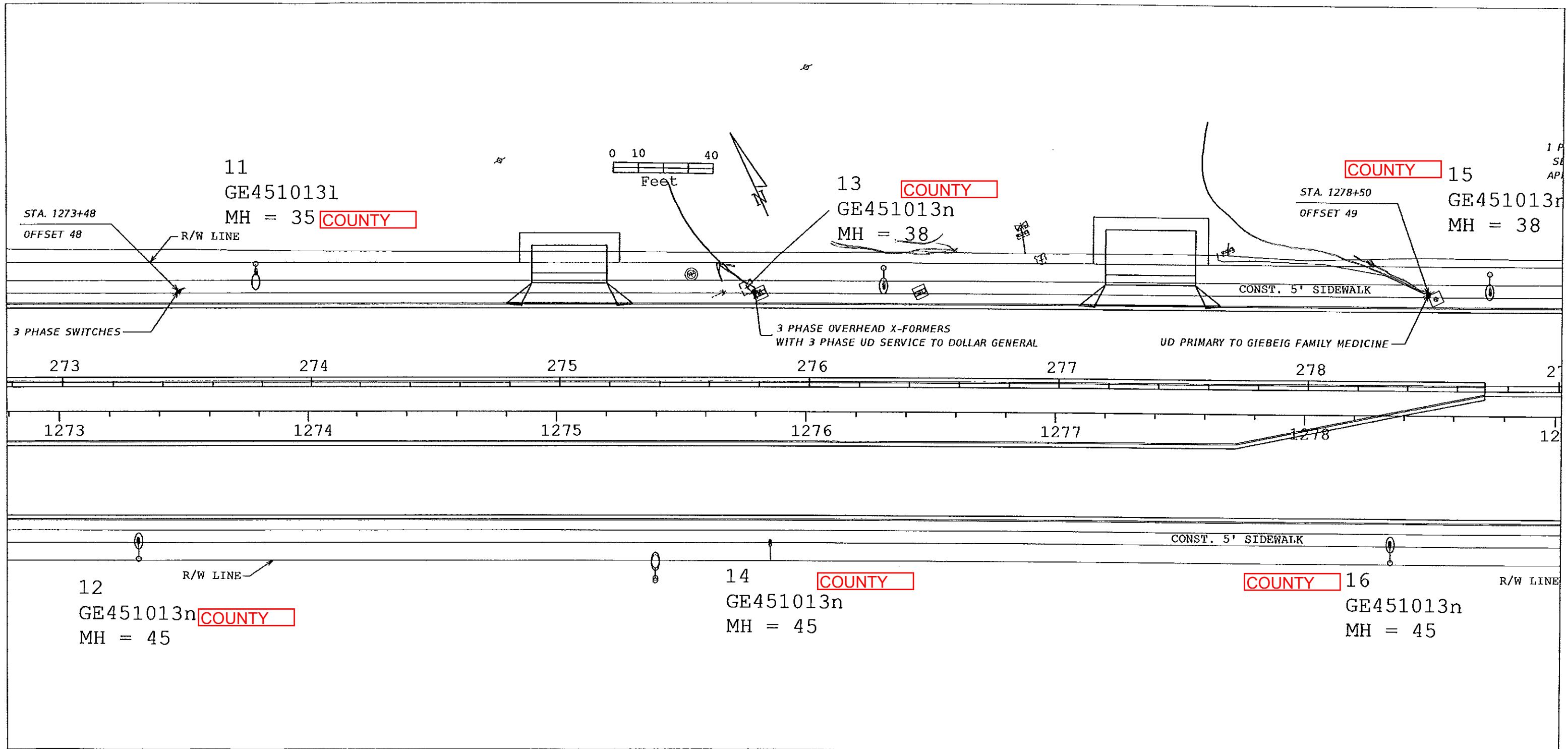
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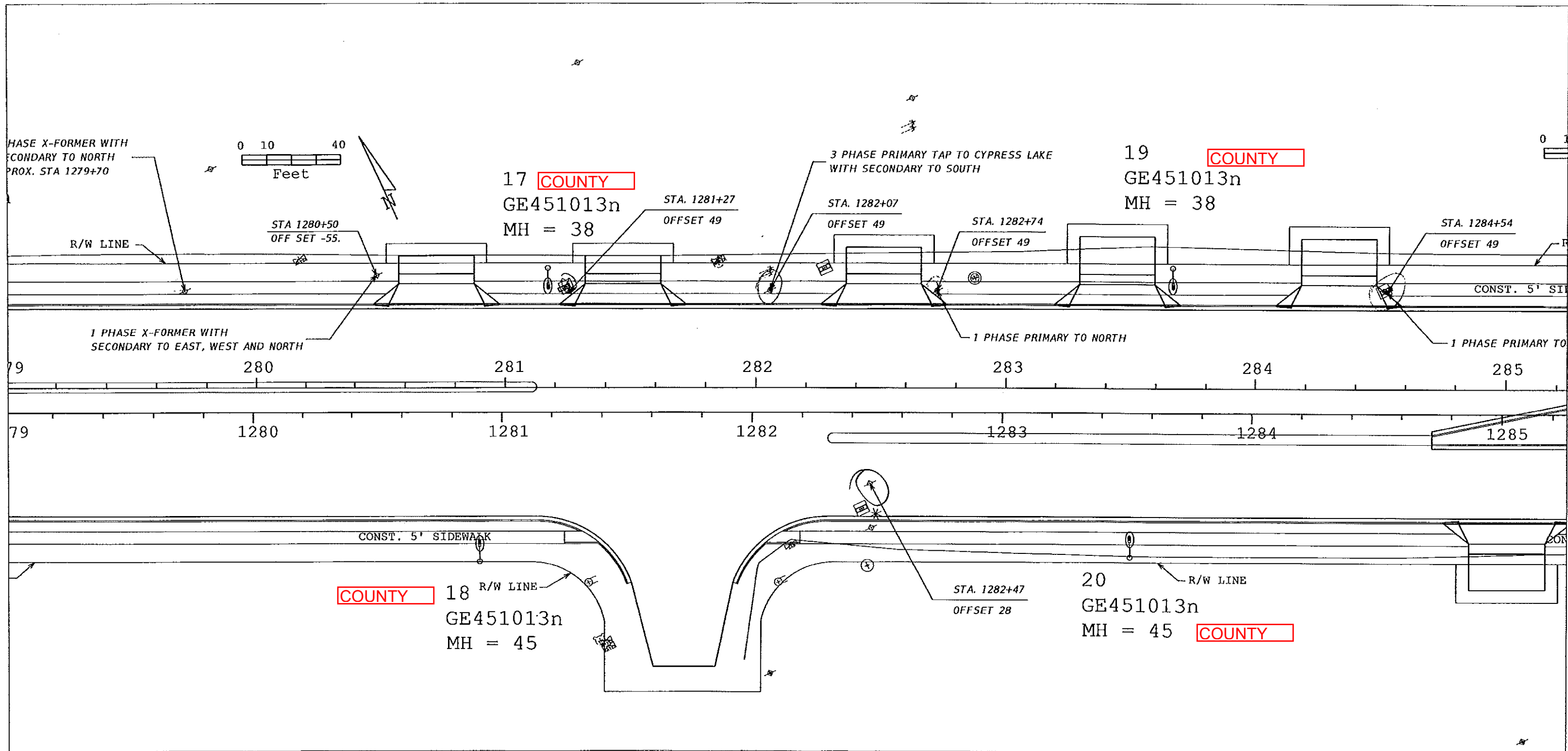
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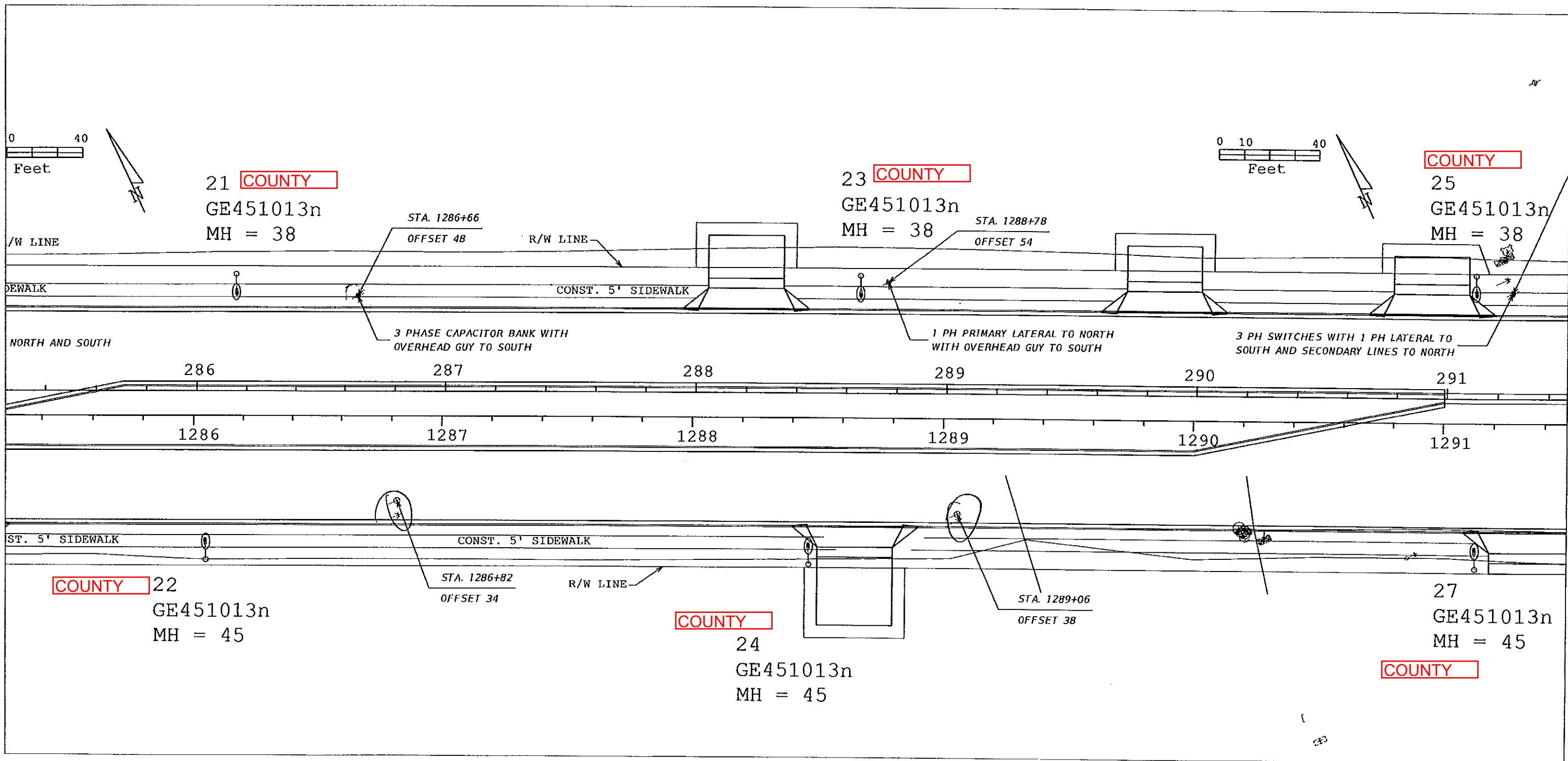


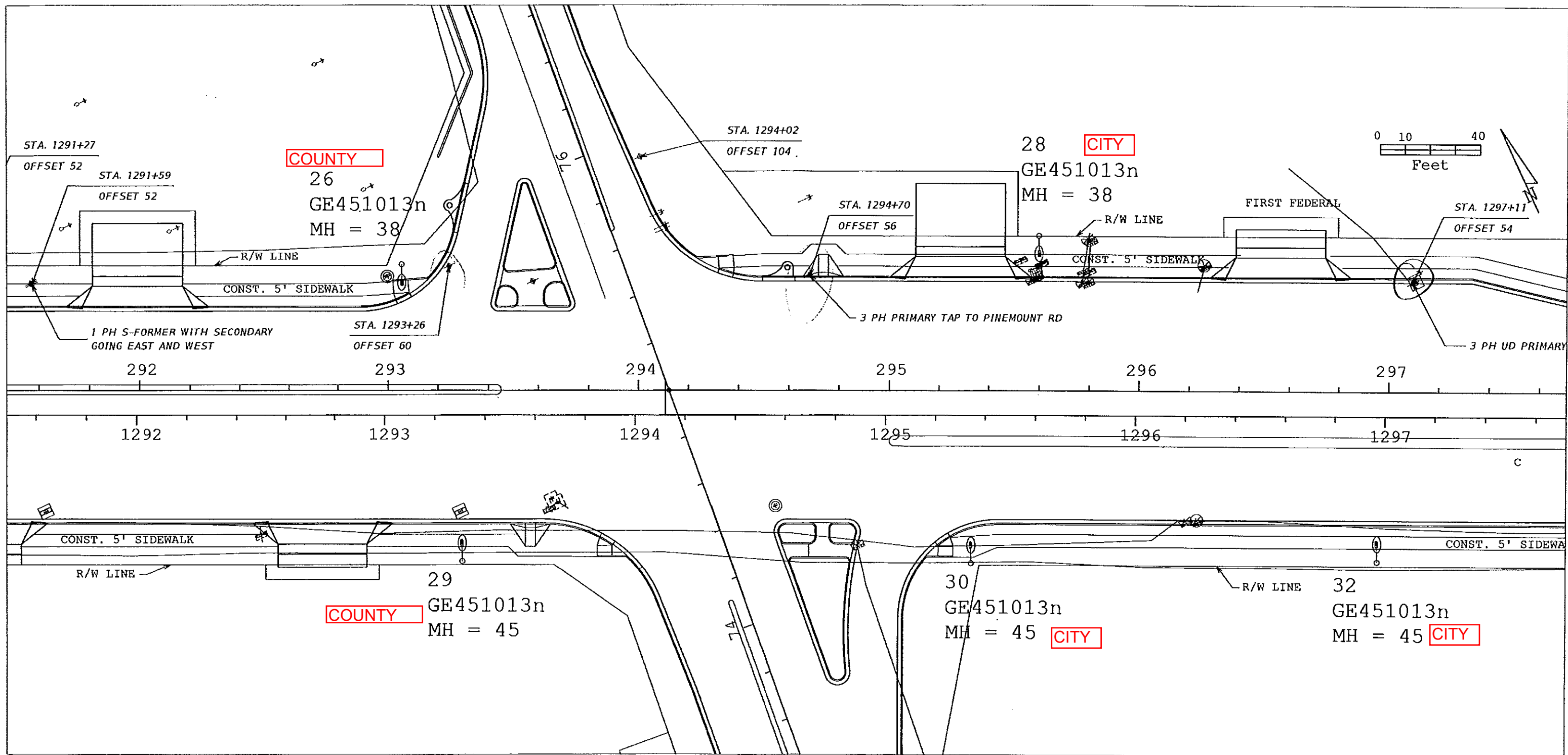
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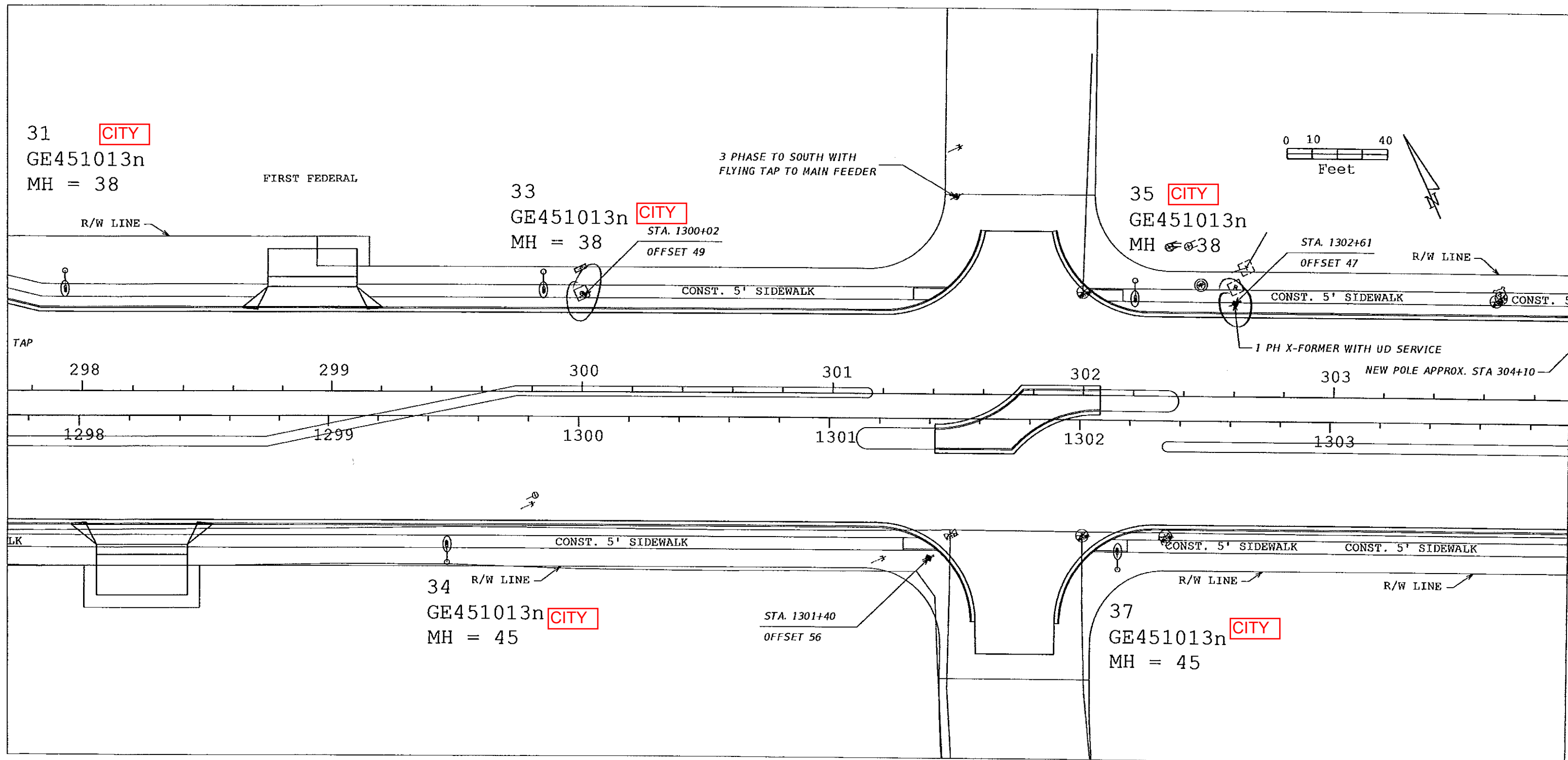


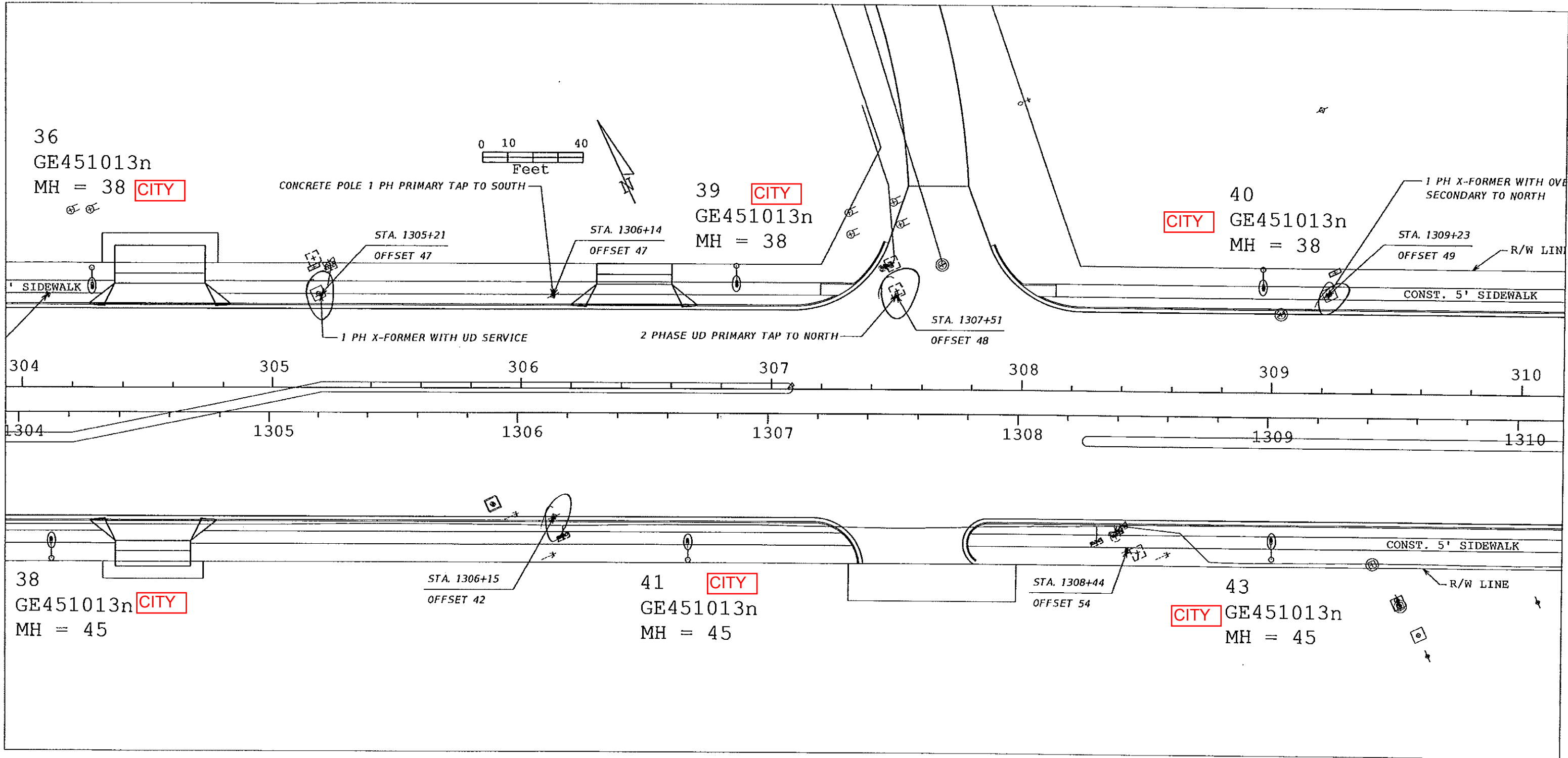


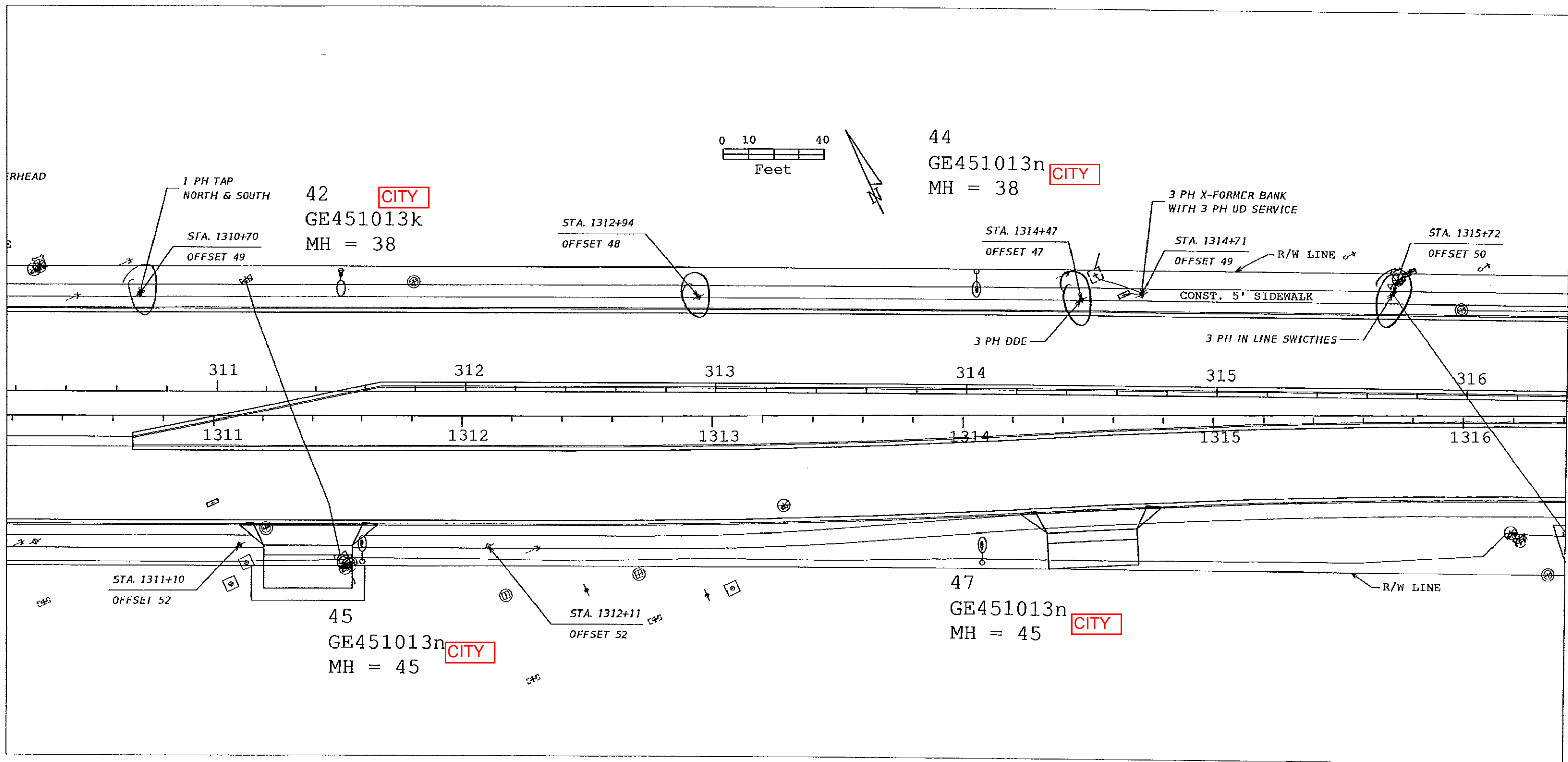


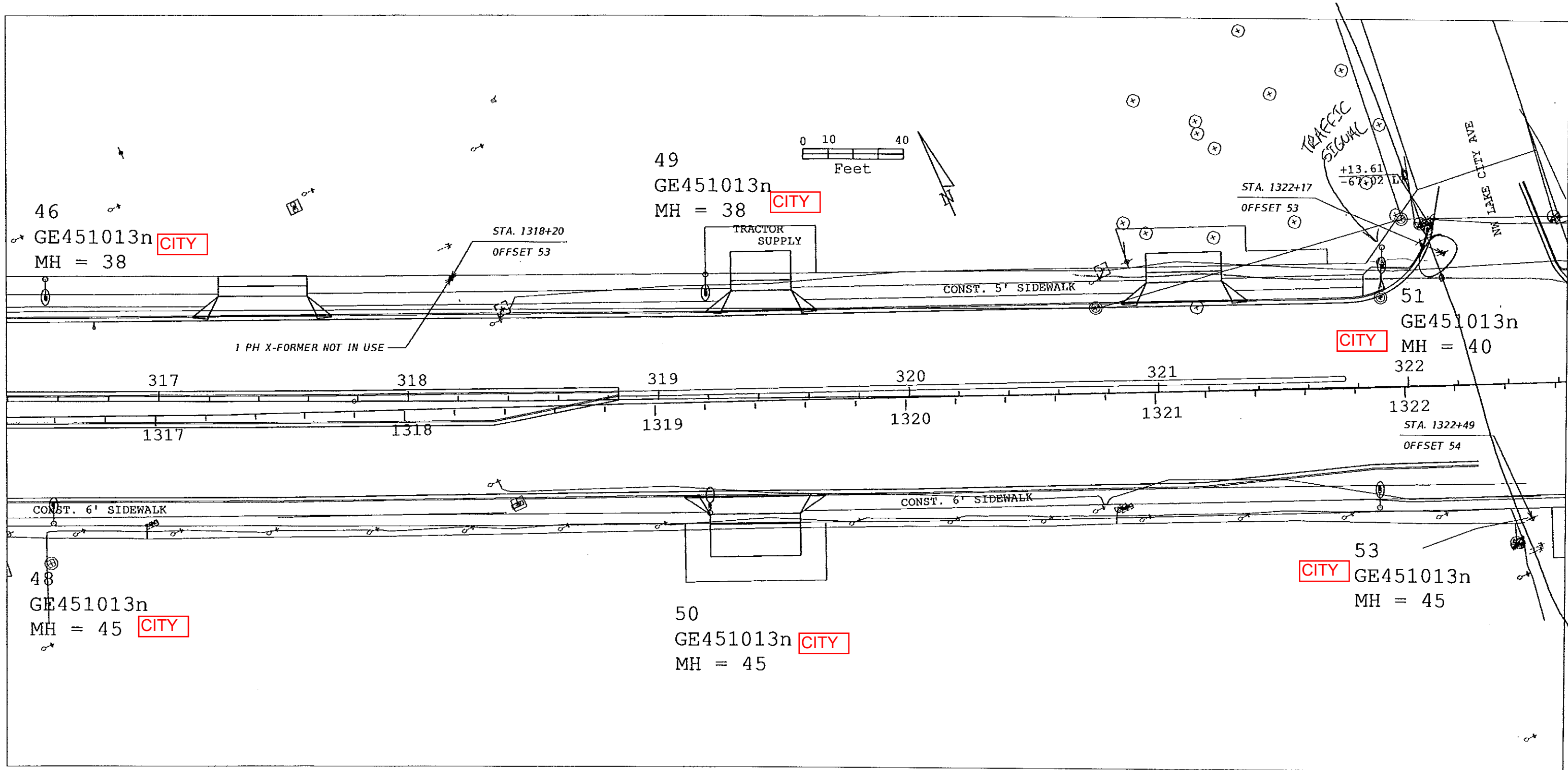














COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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: March 28, 2017 Meeting Date: April 6, 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

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: Board of County Commissioners

FR: Ben Scott, County Manager

A handwritten signature in blue ink that reads "Ben Scott".

DATE: March 28, 2017

RE: Property Acquisition Guidelines

Attached for your consideration are property acquisition guidelines. Staff considered the comments offered from the Board in prior meetings and believe this policy would implement those suggestions.

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

PROPERTY ACQUISITION GUIDELINES

- I. In order to ensure that property purchases in Columbia County are fair and equitable for all citizens and that the property acquisition process is completed in the most cost effective and timely manner possible, the following property acquisition guidelines are recommended:
 1. Other than projects approved through an established capital improvements plan, before any Property Acquisition Project may be presented to the Board, the County Manager, Assistant County Manager, County Engineer, County Attorney, and the County Commissioner(s) of the district(s) in which the property is proposed to 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 the approved capital improvement;
 - 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; and
 - e. Any other factor uniquely impacting positively or negatively on the timely and efficient completion of acquisition for the project within one year.
 2. If the project is approved for commencement, then the committee shall reconvene from time-to-time as set forth below to facilitate timely completion of the project.
 3. The above information will be submitted to the Board of County Commissioners for review and approval by majority vote for commencement of the project. The date of resolution approving the project shall be the effective commencement date.

II. Day 1 through Day 180

1. The County Engineer shall prepare a conceptual layout for the identification of the proposed property limits, and the establishment of a center line, if any.
2. Upon completion of the conceptual layout, the County Manager, Assistant County Manager, County Engineer, the County Commissioner in which the property 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 property to be acquired.
3. As soon as practicable following the meeting required under section 3 hereof, the County Engineer will cause notice of the proposed work to be mailed to each affected property owner shown on the conceptual layout.

4. The County Engineer will authorize the County Surveyor to complete the property survey complete with property boundaries and legal descriptions. The legal descriptions shall include the acreage amount, the gross property (currently maintained and owned by the County plus additional property to be acquired) and acreage for additional property acquired.
5. The County Engineer shall contact entities providing utility services in existing property or additional property and coordinate with affected utilities to 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 County Manager, Assistant County 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.

NOTE: Upon receipt of the completed title searches, the County Attorney shall determine whether full or partial releases of any mortgage or other lien encumbering the property shall be required. The County Attorney and the County's designated closing agent shall adhere to the procedure set forth in Exhibit "C" attached hereto.

III. Day 181 through Day 240

1. The County Manager, Assistant County Manager, and County Engineer shall meet with the County Acquisition Agent and review all parcels to be acquired.
2. The County Acquisition Agent will utilize the following formula to tender offers to the parcel owners, utilizing the Real Property Acquisition Calculation Sheet attached as Exhibit "A":
 - a. Property will be valued at 130% of the certified just value as determined by the Columbia County Property Appraiser. Where the parcel to be acquired is a portion of the entire tract, the County shall use the certified just value of the land only.
 - b. Fencing and landscaping shall be valued in accordance with the guidelines attached hereto as Exhibit "B".
 - c. If, in the opinion of County Engineer, any appurtenances are likely to be affected by the acquisition, then the County Manager, Assistant County Manager, County Engineer, and County Acquisition Agent shall meet and determine the value of any loss to the property owner.
 - d. For road improvement projects, for Each parcel of land adjoining the Project, regardless of whether any portion thereof is taken by the County in connection with the Project, shall have one driveway constructed as part of the Project at no cost to the parcel owner. The driveway shall be constructed to the County's standards in accordance with the parcel's then-current use. If there is no evidence of any driveway present when the

survey of the Project is completed, then the County Engineer or his designee shall contact the parcel owner and advise the owner that a driveway may be installed in connection with the project. Upon being contacted by the County, the owner shall either identify a suitable location for the driveway or execute a waiver indicating that the owner declines installation of a driveway under this part. In the event contact with the owner cannot be made after mailing a notice to the property owner at the then-current address showing on the Columbia County Property Appraiser's website, , then the County shall presume the owner waives any entitlement to a driveway under this part and the Project shall proceed accordingly. If there is evidence of any additional driveways present when the survey of the Project is completed, then the County's surveyor shall locate such additional driveways on the survey of the Project and said additional driveways shall also be constructed as part of the roadway project. This section shall not obligate the County to replace or construct driveways that, if so completed, would pose a threat to public safety under regulations promulgated by the Department of Transportation.

3. If the value of a parcel or portion of a parcel to be acquired exceeds \$100,000, one appraisal by a fee appraiser shall be ordered.
4. If the value of a parcel or portion of a parcel to be acquired exceeds \$500,000, two appraisals by a fee appraiser shall be ordered.
5. 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.

IV. Day 241 through Day 270

1. County Engineer shall order appraisals for parcels where section III settlement negotiations have not resulted in an Agreement of Intent on or before the 240th day.
2. Upon completion of the appraisal ordered, the County Manager, County Engineer, and the individual(s) who completed the appraisal shall meet with the County Acquisition Agent and review each appraisal. The County Acquisition Agent shall contact the property owner to review the appraisal and may offer a settlement agreement based on the original calculation formula or appraisal, whichever is higher.
3. The County Acquisition Agent shall report to the County Engineer and County Manager on the status of acquisitions. Agreements between the County Acquisition Agent and the property owners shall be memorialized with an "Agreement of Intent" on a form prepared

by the County Attorney.

4. Upon execution by the property owner of the "Agreement of Intent", the agreement shall be forwarded to the Board Chair for signature, then to the designated closing agent for closing of the purchase.
5. 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, then section V procedures shall be immediately implemented through the County Attorney.

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 by requesting the Board approve a resolution authorizing the County Attorney to proceed against all unresolved parcels.
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.

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

By: _____
Ron Williams, Chairman

EXHIBIT A



PROPERTY VALUE

Partial Acquisition

Property Appraiser Certified Market Land		X 130%	\$	-
Total Acreage of Parcel				
Calculated Value per Acre	\$	-	\$	-
Total Acreage of Acquisition				
Total for Property Acquisition			\$	-

Total Parcel Acquisition

Property Appraiser Certified Just Value		X 130%	\$	-
---	--	--------	----	---

PROPERTY VALUE TOTAL \$ -

IMPROVEMENTS (only used if Partial Acquisition)

	UNIT	UNIT PRICE	QUANTITY	SUB TOTAL	
Fencing					
Barbed Wire Fence	LF	\$4.00		\$	-
Field Fence	LF	\$5.00		\$	-
Field Fence with Barbed Wire Strand	LF	\$6.25		\$	-
Single Rail Wood Fence	LF	\$7.00		\$	-
Four Rail Entry Fence	LF	\$15.00		\$	-
Chain Link Fence	LF	\$15.00		\$	-
Wooden Privacy Fence	LF	\$25.00		\$	-
	LF	\$25.00		\$	-
Fencing Total				\$	-
Gates					
Under 12'	EA	\$250.00		\$	-
12 ft	EA	\$300.00		\$	-
14 ft	EA	\$400.00		\$	-
Over 14'	EA	\$500.00		\$	-
Gate Total				\$	-
Landscaping					
Leyland Cypress	EA	\$100.00		\$	-
Pampas Grass	EA	\$150.00		\$	-
Palm	EA	\$100.00		\$	-
Misc Trees up to 12" (d)	EA	\$250.00		\$	-
Misc Trees over 12" (d)	EA	\$500.00		\$	-
Landscape Total				\$	-

IMPROVEMENTS TOTAL \$ -

OTHER (Attached sheets for description as necessary)

ACQUISITION TOTAL \$ -

EXHIBIT B

FENCING AND LANDSCAPING VALUATION METHODOLOGY

	UNIT	UNIT PRICE
Fencing		
Barbed Wire Fence	LF	\$4.00
Field Fence	LF	\$5.00
Field Fence with Barbed Wire Strand	LF	\$6.25
Single Rail Wood Fence	LF	\$7.00
Four Rail Entry Fence	LF	\$15.00
Chain Link Fence	LF	\$15.00
Wooden Privacy Fence	LF	\$25.00
	LF	\$25.00
Gates		
Under 12 ft	EA	\$250.00
12 ft	EA	\$300.00
14 ft	EA	\$400.00
Over 14 ft	EA	\$500.00
Landscaping		
Leyland Cypress	EA	\$100.00
Pampas Grass	EA	\$150.00
Palm	EA	\$100.00
Misc Trees up to 12" (d)	EA	\$250.00
Misc Trees over 12" (d)	EA	\$500.00

EXHIBIT C

PROCEDURE FOR RELEASE OF MORTGAGE OR OTHER LIENS

- 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.

All calculations are made in accordance with Columbia County Property Acquisition Guidelines

PROPERTY ACQUISITION GUIDELINES

~~I.~~ In order to ensure that property purchases in Columbia County are fair and ~~H.I.~~ equitable for all citizens and that the property acquisition process is completed in the most cost effective and timely manner possible, the following property acquisition guidelines are recommended:

1. ~~Other than projects approved through an established capital improvements plan, before~~ When projects have been approved by any Property Acquisition Project may be presented to the Board, the County Manager, Assistant County Manager, County Engineer, County Attorney, ~~County Acquisition Agent,~~ and the County Commissioner(s) of the district(s) in which the property ~~will~~ is proposed to 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 the approved capital improvement;
 - ~~b-c.~~ Known or anticipated barriers to acquisition of necessary land through
 - ~~e.~~ donation or voluntary sale of lands to the County;
 - d. Projected legal expenditures to resolve acquisition through takings or ~~e.~~ settlement of such suits; ~~and.~~
 - ~~f.e.~~ Any other factor uniquely impacting positively or negatively on the timely
 - ~~g.~~ 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~~ ~~thee~~

~~2. p~~ project.

~~1.3.~~ 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.

~~III.II.~~ Day 1 through Day 180

1. ~~T~~ The County Engineer ~~will~~ shall prepare a conceptual layout provide instruction to the County Surveyor and authorize the establishment of a center line and ~~for~~ the identification of the proposed property limits, ~~and the establishment of a center line, if any.~~

~~2. T~~ The County Engineer ~~will cause notice of the proposed work to be mailed to each affected property owner.~~

~~2. 3.~~ Upon completion of the ~~centerline and right-of-way property survey~~ conceptual layout, the ~~County Manager, Operations Manager~~ Assistant County Manager, County

Engineer, and the County Commissioner in which the ~~right-of-way~~property 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-way~~property to be acquired.

3. As soon as practicable following the meeting required under section 3 hereof, the County Engineer will cause notice of the proposed work to be mailed to each affected property owner shown on the conceptual layout.

~~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-way property. If 100% of effected property owners do not agree to donate the required right-of-way property, 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 property survey complete with property boundaries and legal descriptions. The legal descriptions shall include the acreage amount, the gross property (currently maintained and owned by the County plus additional property to be acquired) and acreage for additional property acquired.
5. ~~5.~~—The County Engineer shall contact entities providing utility services in existing property or additional property and coordinate with affected utilities to determine what, if any, utility easements need to be acquired by the County at the time of property acquisition.
6. ~~6.~~—Upon completion of the final survey, including property boundaries and legal descriptions, the County Manager, Assistant County 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~~
~~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 Upon receipt of the completed title searches, the County Attorney will make a decision will be made regarding the necessity of obtaining shall determine whether full or partial releases of any mortgage or other liens encumbering the property shall be required. The County Attorney and the County's designated closing agent shall adhere to the procedure set forth in Exhibit "C" attached hereto.

IV.III. Day 181 through Day 240

1. The County Manager, Assistant County Manager, County and County Engineer and County Attorney shall meet

± with the County Acquisition Agent and review all parcels to be acquired. 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.

—The County Acquisition Agent shall make no fewer than three (3) contacts with each affected land owner during this period.

b. 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.

b. 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.

2. The County Acquisition Agent will utilize the following formula to tender offers to the parcels owners, utilizing the attached Real Property Acquisition Calculation Sheet property evaluation sheet attached as Exhibit "A":

—Property will be valueds at 130% of the certified assessed just value as determined by the Columbia County Property Appraiser. W, per here the parcel to be acquired is a portion of the entire tract, the County shall use the certified- just value of the land only. the

a. Columbia County Property Appraiser.

b. Fencing and landscaping shall be valued per the following: in accordance with the guidelines attached hereto as Exhibit "B".

—If, in the opinion of County Engineer, any appurtenances are likely to be affected by ting in the acquisition, then the County

—Manager, Assistant County Manager, County Engineer, and County

c. Acquisition Agent shall meet and determine the value of any loss to the property owner an appropriate value.

—For road improvement projects, for Each parcel of land adjoining the

Project, regardless of whether any
d. portion thereof is taken by the County in connection with the
Project, shall have one driveway constructed as part of the Project at no
cost to the parcel owner. The driveway shall be constructed to the
County's standards in accordance with the parcel's then-current use. If
there is no evidence of any driveway present when the survey of the
Project is completed, then ~~County staff~~the County Engineer or his
designee shall contact the parcel owner and advise the owner that a
driveway may be installed in connection with the project. Upon being
contacted by ~~the County staff~~, the owner shall either identify a suitable
location for the driveway or execute a waiver indicating that the
owner declines installation of a driveway under this part. In the event
contact with the owner cannot be made ~~after the exercise of due diligence~~
after mailing a notice to the property owner at the then-current address
showing on the Columbia County Property Appraiser's website, ~~by~~
County staff, then the County shall presume the owner waives any
entitlement to a driveway under this part and the Project shall proceed
accordingly. If there is evidence of any additional driveways present when
the survey of the Project is completed, ~~and if construction of any~~
additional driveways has been completed pursuant to a duly issued
permit, then the County's surveyor shall locate such additional driveways
on the survey of the Project and said additional driveways shall also be
constructed as part of the roadway project. This section shall not obligate
the County to replace or construct driveways that, if so completed, would
pose a threat to public safety under regulations promulgated by the
Department of Transportation.

3. If the value of a parcel or portion of a parcel to be acquired exceeds \$100,000, one
appraisal by a fee appraiser shall be ordered.

4. -If the value of a parcel or portion of a parcel to be acquired exceeds \$500,000, two
appraisals by a fee appraiser shall be ordered.

3.-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.~~

~~—Proceed with the project as set forth in sections IV through V;~~

~~a. Proceed only with section IV below, and have the County Attorney~~
~~—report on additional progress before proceeding further; or~~

~~a. Discontinue the project.~~

- b. ~~The project shall proceed beyond Day 240 only with the approval of a majority vote of the Board of County Commissioners.~~
5.

~~V.~~IV. Day 241 through Day 270

1. ~~1.~~ County Engineer shall order appraisals for parcels where section III (1) settlement negotiations have not resulted in an Agreement of Intent on or before the 240th day fail.
2. Upon completion of the appraisal ordered ~~for Category (c) and (d) acquisitions~~, the County Manager, County Engineer, ~~County Attorney~~ and the individual(s) who completed the appraisal shall meet with the County Acquisition Agent and review each appraisal. The County Acquisition Agent shall contact the property owner to review the appraisal and may offer a settlement agreement based on the original calculation formula or appraisal, whichever is higher.
- ~~2. Specific guidelines and authorization to make an offer shall be given to the County Acquisition Agent.~~
4. ~~3.~~ The County Acquisition Agent shall report to the County Engineer and County Attorney Manager 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 of Intent" on a form prepared by the County Attorney.
4. ~~3.~~ Upon review and approval of the execution by the property owner of the "Agreement to Purchase of Intent" 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 to the Board Chair for signature, then to the designated closing agent for closing of the purchase.
5. ~~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, then section V procedures shall be immediately implemented through the County Attorney.~~
- ~~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.~~

VI.V. Day 271 through Day 365

1. If the County Attorney is unable to secure settlement by Day 270, then the eCounty Attorney shall commence eminent domain proceedings by requesting the Board approve a resolution authorizing the County Attorney to proceed against all unresolved parcels.

~~1.~~
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.

~~2.~~
 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 _____, 20175.

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

By: _____
Ron WilliamsRusty DePratter, Chairman

EXHIBIT A



PROPERTY VALUE

Partial Acquisition

Property Appraiser Certified Market Land		X 130%	\$	-
Total Acreage of Parcel				
Calculated Value per Acre	\$	-	\$	-
Total Acreage of Acquisition				
Total for Property Acquisition			\$	-

Total Parcel Acquisition

Property Appraiser Certified Just Value		X 130%	\$	-
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PROPERTY VALUE TOTAL \$ -

IMPROVEMENTS (only used if Partial Acquisition)

	UNIT	UNIT PRICE	QUANTITY	SUB TOTAL	
Fencing					
Barbed Wire Fence	LF	\$4.00		\$	-
Field Fence	LF	\$5.00		\$	-
Field Fence with Barbed Wire Strand	LF	\$6.25		\$	-
Single Rail Wood Fence	LF	\$7.00		\$	-
Four Rail Entry Fence	LF	\$15.00		\$	-
Chain Link Fence	LF	\$15.00		\$	-
Wooden Privacy Fence	LF	\$25.00		\$	-
	LF	\$25.00		\$	-
Fencing Total				\$	-
Gates					
Under 12'	EA	\$250.00		\$	-
12 ft	EA	\$300.00		\$	-
14 ft	EA	\$400.00		\$	-
Over 14'	EA	\$500.00		\$	-
Gate Total				\$	-
Landscaping					
Leyland Cypress	EA	\$100.00		\$	-
Pampas Grass	EA	\$150.00		\$	-
Palm	EA	\$100.00		\$	-
Misc Trees up to 12" (d)	EA	\$250.00		\$	-
Misc Trees over 12" (d)	EA	\$500.00		\$	-
Landscape Total				\$	-

IMPROVEMENTS TOTAL \$ -

OTHER (Attached sheets for description as necessary)

ACQUISITION TOTAL \$ -

EXHIBIT A

Certified

Just (§III.2.a.) _____

(As calculated on Exhibit "B") _____

(§III.2.d.) _____

EXHIBIT B

FENCING AND LANDSCAPING TREE VALUATION METHODOLOGY

	<u>UNIT</u>	<u>UNIT PRICE</u>
<u>Fencing</u>		
<u>Barbed Wire Fence</u>	<u>LF</u>	<u>\$4.00</u>
<u>Field Fence</u>	<u>LF</u>	<u>\$5.00</u>
<u>Field Fence with Barbed Wire Strand</u>	<u>LF</u>	<u>\$6.25</u>
<u>Single Rail Wood Fence</u>	<u>LF</u>	<u>\$7.00</u>
<u>Four Rail Entry Fence</u>	<u>LF</u>	<u>\$15.00</u>
<u>Chain Link Fence</u>	<u>LF</u>	<u>\$15.00</u>
<u>Wooden Privacy Fence</u>	<u>LF</u>	<u>\$25.00</u>
	<u>LF</u>	<u>\$25.00</u>
<u>Gates</u>		
<u>Under 12 ft</u>	<u>EA</u>	<u>\$250.00</u>
<u>12 ft</u>	<u>EA</u>	<u>\$300.00</u>
<u>14 ft</u>	<u>EA</u>	<u>\$400.00</u>
<u>Over 14 ft</u>	<u>EA</u>	<u>\$500.00</u>
<u>Landscaping</u>		
<u>Leyland Cypress</u>	<u>EA</u>	<u>\$100.00</u>
<u>Pampas Grass</u>	<u>EA</u>	<u>\$150.00</u>
<u>Palm</u>	<u>EA</u>	<u>\$100.00</u>
<u>Misc Trees up to 12" (d)</u>	<u>EA</u>	<u>\$250.00</u>
<u>Misc Trees over 12" (d)</u>	<u>EA</u>	<u>\$500.00</u>

EXHIBIT C

PROCEDURE FOR RELEASE OF MORTGAGE OR OTHER LIENS

- 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.

All calculations are made in accordance with Columbia County Property Acquisition Guidelines