

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 20, 2017

5:30 P.M.

Invocation (Commissioner Ronald Williams)

Pledge to U.S. Flag

Staff or Commissioner Additions or Deletions to Agenda

Approval of Agenda

Public Hearings

Brandon Stubbs, County Planner

- (1) CPA 0223 - Ordinance 2017-4 - Megan Carter of Legacy Engineering Solutions, Inc., Agent for Gary Sorensen, Owner - Amend the Future Land Use Plan Map of the Comprehensive Plan - Amend RESIDENTIAL, LOW DENSITY to COMMERCIAL - Tax Parcel 04-4S-16-02745-003 - District 3 - Commissioner Bucky Nash (Pg. 1)**

- (2) Z 0571 - Ordinance 2017-5 - Megan Carter of Legacy Engineering Solutions, Inc., Agent for Gary Sorensen, Owner - Amend the Zoning District from RURAL RESIDENTIAL ("RR") to COMMERCIAL, GENERAL ("CG") -Tax Parcel 04-4S-16-02745-003 -Board of County Commissioners - District 3 - Commissioner Bucky Nash (Pg. 49)**

Public Comment on Agenda Items Only – 5 Minute Limit

Approval of Consent Agenda

Adoption of Consent Agenda

Discussion and Action Items

Scott Ward, Assistant County Manager Administration

- (1) Resolution # 2017R-10 Approving an Interlocal Agreement with the Florida Development Financing Corporation (Pg. 103)**
- (2) Approval of Supplemental Pay for Alternate Terminal Agency Coordinator (TAC) of \$.50 per hour (Pg. 114)**

Ben Scott, County Manager

- (3) Sheriff Additional Revenues - \$457,025 (Pg. 117)**
- (4) Approve Resolution 2017 R-8 and FDOT Reimbursement Agreement 433992-38-02 for Design of Sidewalk on Wilson Springs Rd. from SW Plymouth Ave. to SW Cullen Ave (Pg. 120)**
- (5) Approve Resolution 2017 R-9 and FDOT Reimbursement Agreement 433994-2-38-02 for Design of Sidewalk on CR 252 from US 441/41 to Mill Creek Court (Pg. 144)**

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: April 10, 2017 Meeting Date: April 20, 2017

Name: Brandon M. Stubbs Department: Building And Zoning

Division Manager's Signature: 

1. Nature and purpose of agenda item:

CPA 0223 - Ordinance 2017-4 - A request by Megan Carter of Legacy Engineering Solutions, Inc., agent for Gary Sorensen, owner, to amend the Future Land Use Plan Map of the Comprehensive Plan by amending the future land use classification from RESIDENTIAL, LOW DENSITY to COMMERCIAL for a portion of Tax Parcel 04-4s-16-02745-003. The Planning & Zoning Board held a public hearing on March 23, 2017 and voted 4-0 to recommend approval of the proposed amendment to the Board of County Commissioners. District 3 - Nash

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

ORDINANCE NO. 2017-4

AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 91-6, THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF TEN OR LESS ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED, PURSUANT TO AN APPLICATION, CPA 0223, BY THE PROPERTY OWNER, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL, LOW DENSITY TO COMMERCIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Columbia County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a comprehensive plan;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application, for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Columbia County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Columbia County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners held the required public hearing, with public notice having been provided, pursuant to the procedures established in Sections 163.3161 to 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, CPA 0223, by Megan Carter of Legacy Engineering Solutions, Inc., agent for Gary Sorensen, owner, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification of certain lands, the future land use classification is hereby changed from RESIDENTIAL, LOW DENSITY to COMMERCIAL on property described, as follows:

COMMENCE at the Northeast corner of Section 4, Township 4 South, Range 16 East, Columbia County, Florida and run North 89°36'03" West along the North line of said Section 4 a distance of 74.82 feet to a point on the Westerly Right-of-Way line of Pinemount Road (County Road 252); thence South 07°15'01" West along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 306.89 feet to the point of curve of a curve concave to the Northwest having a radius of 1105.92 feet and a central angle of 45°36'19"; thence Southwesterly along the arc of said curve, being still said Westerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 880.27 feet; thence South 60°33'18" West still along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 134.16 feet to the POINT OF BEGINNING; thence North 46°21'12" West a distance of 485.27 feet; thence South 89°55'01" West a distance of 331.25 feet; thence South 00°04'59" East a distance of 547.23 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of Section 4; thence continue South 00°04'59" East a distance of 137.52 feet to a point on the Northerly Right-of-Way line of Pinemount Road (County Road 252), said point being a point on a curve concave to the North having a radius of 2241.83 feet and a central angle of 09°22'06"; thence Northerly along the arc of said curve a distance of 329.41 feet to a point on the South line of the North 1/2 of the Northeast 1/4 of Section 4; thence continue Northerly along the arc of said curve a distance of 37.15 feet to the point of tangency of said curve; thence North 60°33'18" East along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 400.65 feet to the POINT OF BEGINNING.

Containing 6.81 acres, more or less.

A Portion of Tax Parcel Number 04-4s-16-02745-003

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3248, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Economic Opportunity or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence

before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Economic Opportunity, Division of Community Development, 107 East Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-6508.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in special session with a quorum present and voting, by the Board of County Commissioners this 20th day of April 2017.

Attest:

BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA

P. DeWitt Cason, County Clerk

Ronald Williams, Chairman

RESOLUTION NO. PZ/LPA CPA 0223

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF COLUMBIA COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF COLUMBIA COUNTY, FLORIDA, RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, APPROVAL OF AN AMENDMENT OF TEN OR LESS ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION BY THE OWNER, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM RESIDENTIAL, LOW DENSITY TO COMMERCIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Columbia County Land Development Regulations, as amended, hereinafter referred to as the Land Development Regulations, empowers the Planning and Zoning Board of Columbia County, Florida, hereinafter referred to as the Planning and Zoning Board, to recommend to the Board of County Commissioners of Columbia County, Florida, hereinafter referred to as the Board of County Commissioners, approval or denial of amendments to the Columbia County Comprehensive Plan, hereinafter referred to as the Comprehensive Plan, in accordance with said regulations;

WHEREAS, Sections 163.3161 to 163.3248, Florida Statutes, as amended, the Community Planning Act, empower the Local Planning Agency of Columbia County, Florida, hereinafter referred to as the Local Planning Agency, to recommend to the Board of County Commissioners approval or denial of amendments to the Comprehensive Plan, in accordance with said statute;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board has been designated as the Local Planning Agency;

WHEREAS, pursuant to the Land Development Regulations and Section 163.3174, Florida Statutes, as amended, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice, on said application for an amendment, as described below, and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Planning and Zoning Board, serving also as the Local Planning Agency, has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Board, serving also as the Local Planning Agency, has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING BOARD OF COLUMBIA COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF COLUMBIA COUNTY, FLORIDA, THAT:

Section 1. Pursuant to an application, CPA 0223, an application by Megan Carter of Legacy Engineering Solutions, Inc., agent for Gary Sorensen, owner, to amend the Future Land Use Plan Map of the Comprehensive Plan by amending the future land use classification from RESIDENTIAL, LOW DENSITY to COMMERCIAL for the property described, as follows:

COMMENCE at the Northeast corner of Section 4, Township 4 South, Range 16 East, Columbia County, Florida and run North 89°36'03" West along the North line of said Section 4 a distance of 74.82 feet to a point on the Westerly Right-of-Way line of Pinemount Road (County Road 252); thence South 07°15'01" West along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 306.89 feet to the point of curve of a curve concave to the Northwest having a radius of 1105.92 feet and a central angle of 45°36'19"; thence Southwesterly along the arc of said curve, being still said Westerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 880.27 feet; thence South 60°33'18" West still along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 134.16 feet to the POINT OF BEGINNING; thence North 46°21'12" West a distance of 485.27 feet; thence South 89°55'01" West a distance of 331.25 feet; thence South 00°04'59" East a distance of 547.23 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of Section 4; thence continue South 00°04'59" East a distance of 137.52 feet to a point on the Northerly Right-of-Way line of Pinemount Road (County Road 252), said point being a point on a curve concave to the North having a radius of 2241.83 feet and a central angle of 09°22'06"; thence Northerly along the arc of said curve a distance of 329.41 feet to a point on the South line of the North 1/2 of the Northeast 1/4 of Section 4; thence continue Northerly along the arc of said curve a distance of 37.15 feet to the point of tangency of said curve; thence North 60°33'18" East along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 400.65 feet to the POINT OF BEGINNING.

Containing 6.81 acres, more or less.

A Portion of Tax Parcel Number 04-4s-16-02745-003

Section 2. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption.

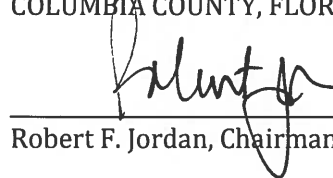
PASSED AND DULY ADOPTED in regular session with a quorum present and voting, by the Planning and Zoning Board, serving also as the Local Planning Agency, this 23rd day of March 2017.

PLANNING AND ZONING BOARD OF
COLUMBIA COUNTY, FLORIDA,
SERVING ALSO AS THE
LOCAL PLANNING AGENCY OF
COLUMBIA COUNTY, FLORIDA

Attest:



Brandon M. Stubbs, Secretary to the
Planning and Zoning Board



Robert F. Jordan, Chairman



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

**Planning & Zoning Board Hearing Date:
Legislative Hearing**

March 23, 2017

SUBJECT: CPA 0223 – A request for a Small Scale Amendment to the Future Land Use Map (“FLUM”) of the Comprehensive Plan from RESIDENTIAL, LOW DENSITY to COMMERCIAL on an approximate 6.81 acre subject property.

APPLICANT/AGENT: Megan Carter of Legacy Engineering Solutions, Inc.

PROPERTY OWNER(S): Gary Sorensen

LOCATION: North of SW County Road 252 (Pinemount Rd), Westwood Acres, and Single Family Residential; South of Grace Life Church of Lake City, Cypress Lake Subdivision, and Single Family Residential; East of Single Family Residential; West of SW County Road 252 (Pinemount Rd), Pinemount Village, and SW Deputy J Davis Lane; Columbia County, Florida.

PARCEL ID NUMBER(S): 04-4s-16-02745-003

ACREAGE: ±6.81 Acres

EXISTING FLUM Residential, Low Density

PROPOSED FLUM Commercial

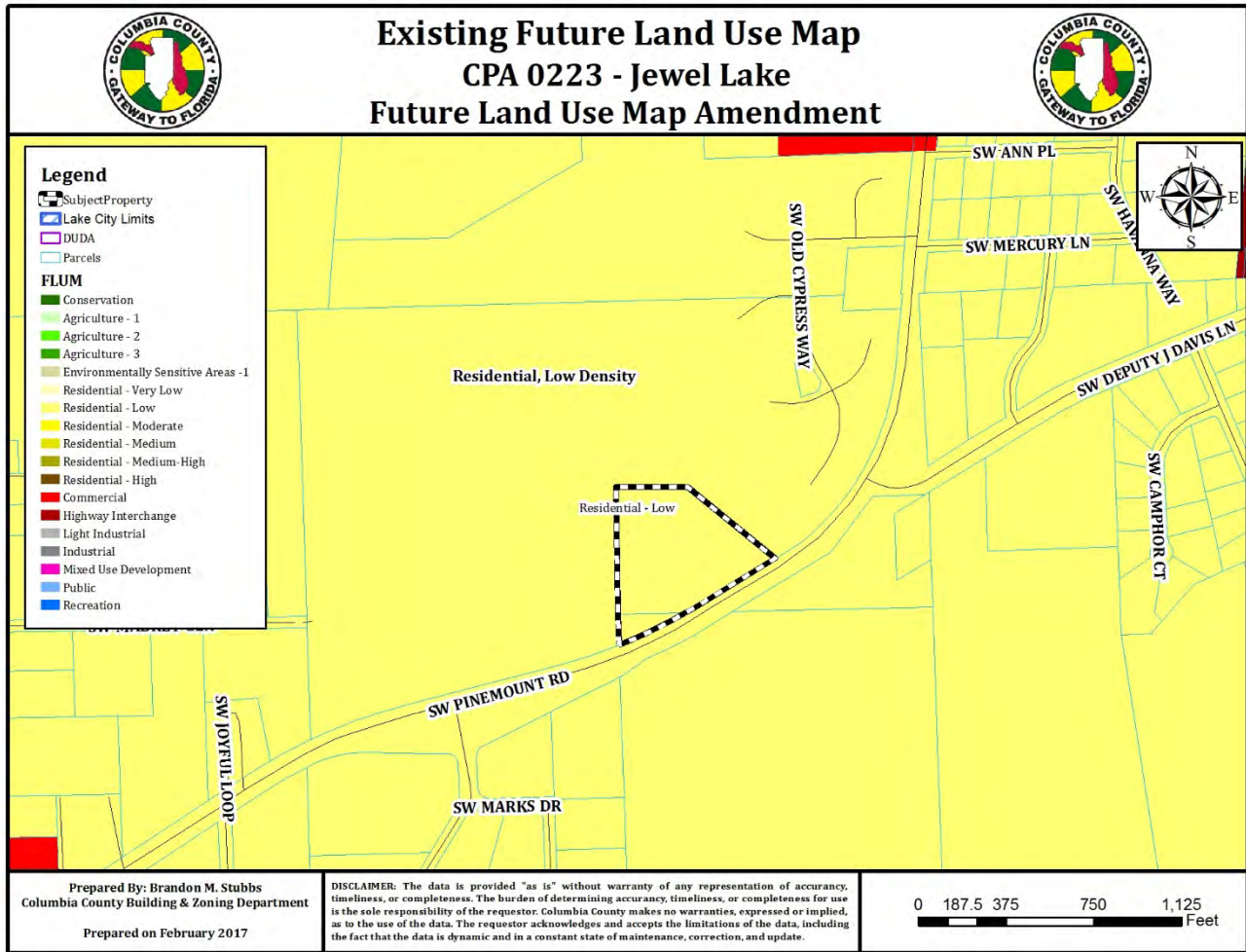
PROJECT PLANNER: Brandon M. Stubbs

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

SUMMARY

The proposed Small Scale Amendment to the Future Land Use Map of the Comprehensive Plan would amend the FLUM Designation of ±6.81 acres from Residential, Low Density to Commercial. The subject property is currently vacant. The applicant also has a related subsequent application (Z 0571) for a Site Specific Amendment to the Official Zoning Atlas (Rezoning) to amend the Zoning Designation from Rural Residential (“RR”) to Commercial, General (“CG”).

Map 1. Existing FLUM with Subject Property



The COMMERCIAL FLUM Designation is described as follows in Policy I.1.6 of the Future Land Use Element of the Comprehensive Plan:

“Commercial land use. Lands classified as commercial use consist of areas used for the sale, rental and distribution of products, or performance of services, as well as public, charter and private elementary, middle and high schools. In addition, churches and other houses of worship, private clubs and lodges, and other similar uses compatible with commercial uses may be approved as special exceptions and be subject to an intensity of .25 floor area ratio.”

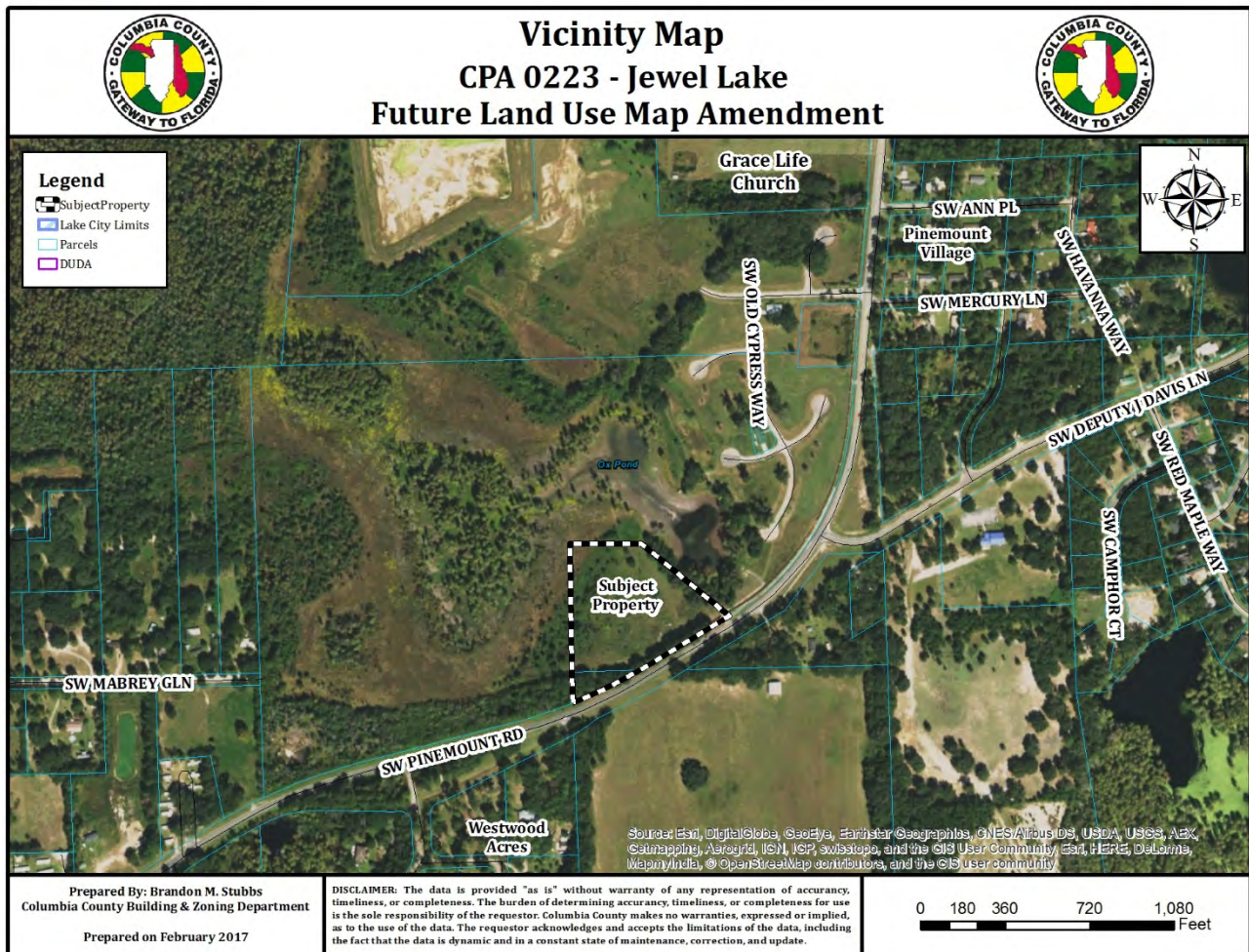
SURROUNDING USES

The existing uses, Future Land Use Map (“FLUM”) Designations, and zone districts of the surrounding area are identified in Table 1. Map 2 provides an overview of the vicinity of the subject property.

Table 1. Surrounding Land Uses

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Grace Life Church/Cypress Lake Subdivision/Single Family Residential	Residential, Low Density	Rural Residential (“RR”)/Residential, Single Family-2 (“RSF-2”)
South	SW County Road 252 (Pinemount Rd)/ Westwood Acres/Single Family Residential	Residential, Low Density	Residential, Single Family-2 (“RSF-2”)
East	SW County Road 252 (Pinemount Rd)/Pinemount Village/Single Family Residential/SW Deputy J. Davis Lane	Residential, Low Density	Rural Residential (“RR”)/Residential, Single Family-2 (“RSF-2”)/ Residential, Single Family/Mobile Home-2 (“RSF/MH-2”)
West	Single Family Residential	Residential, Low Density	Rural Residential (“RR”)/Residential, Single Family-2 (“RSF-2”)

Map 2. Vicinity Map



CONSISTENCY WITH THE COMPREHENSIVE PLAN

If approved, the applicant proposes to apply for a zoning designation that is consistent with the proposed underlying Future Land Use Map (“FLUM”) Designation. Below is a chart of the existing and proposed FLUM Designation and the proposed corresponding zoning designation consistent with said proposed FLUM Designation.

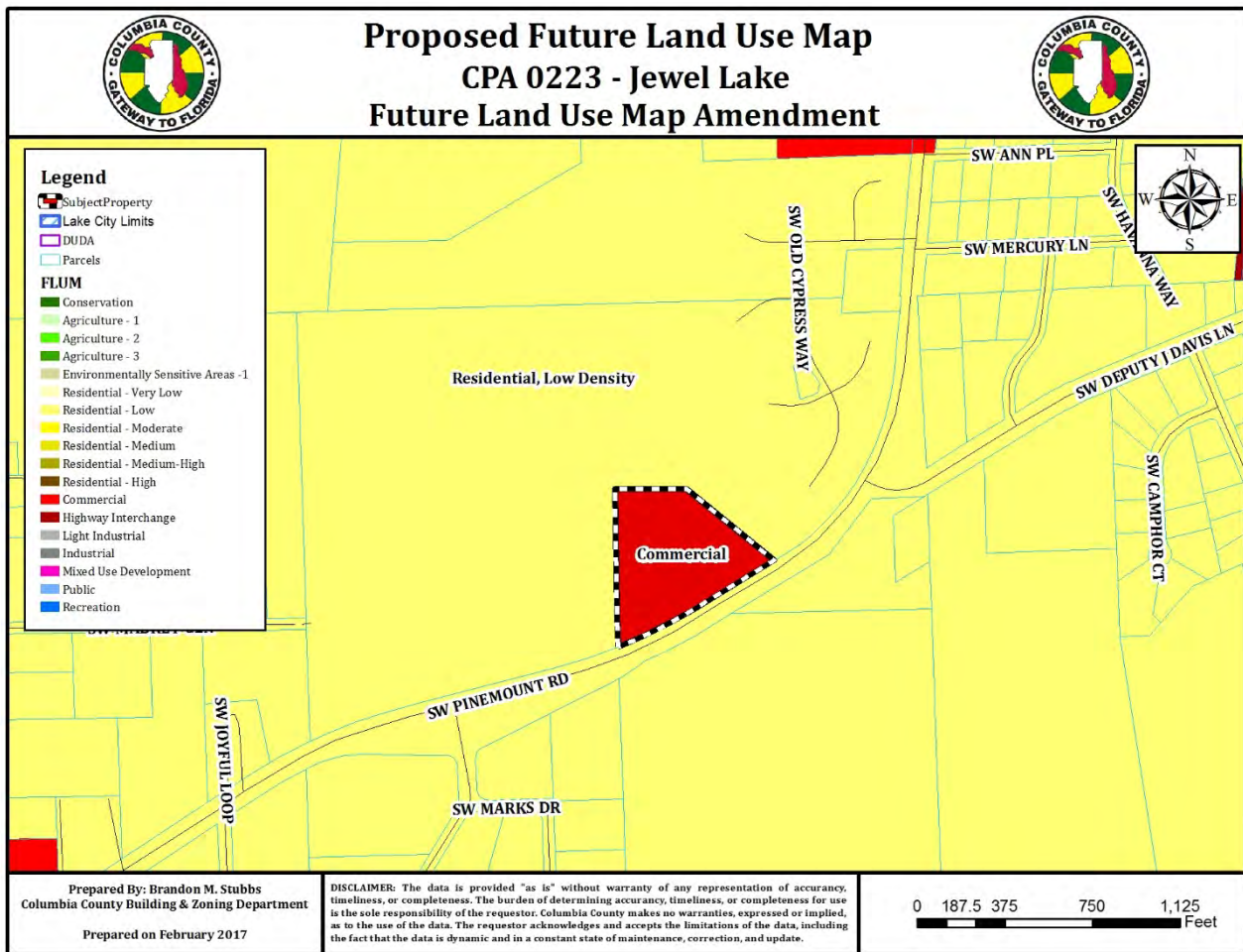
Table 2. Zoning Consistency with Underlying Future Land Use Map Designation

Existing FLUM Designation	Proposed FLUM Designation	Proposed Zoning Designation	Consistent
Residential, Low Density	Commercial	Commercial, General (“CG”)	✓

The following Comprehensive Plan Elements have Goals, Objectives, and Policies (GOPs) that support the proposed Site Specific Amendment to the Official Zoning Atlas:

- Future Land Use Element
- Transportation Element
- Sanitary Sewer, Solid Waste, Drainage, Potable Water, & Natural Groundwater Aquifer Recharge Element
- Capital Improvements Element

Map 3. Proposed Future Land Use Map



Staff has reviewed the application for a Future Land Use Map (“FLUM”) Amendment for consistency with the Comprehensive Plan and finds the application consistent with the Comprehensive Plan and the Goals, Objectives, and Policies (GOPs) therein.

FLUM DESIGNATION COMPARISON

	Existing Designation	Proposed Designation
Zoning District:	Residential, Low Density	Commercial
Max. Gross Density:	Two (2) Dwelling Units Per Acre	N/A
Floor Area Ratio:	N/A	0.25

Given the existing FLUM Designation is a residential designation and the proposed is a commercial designation, there are impacts to public facilities as a result of the proposed FLUM Amendment.

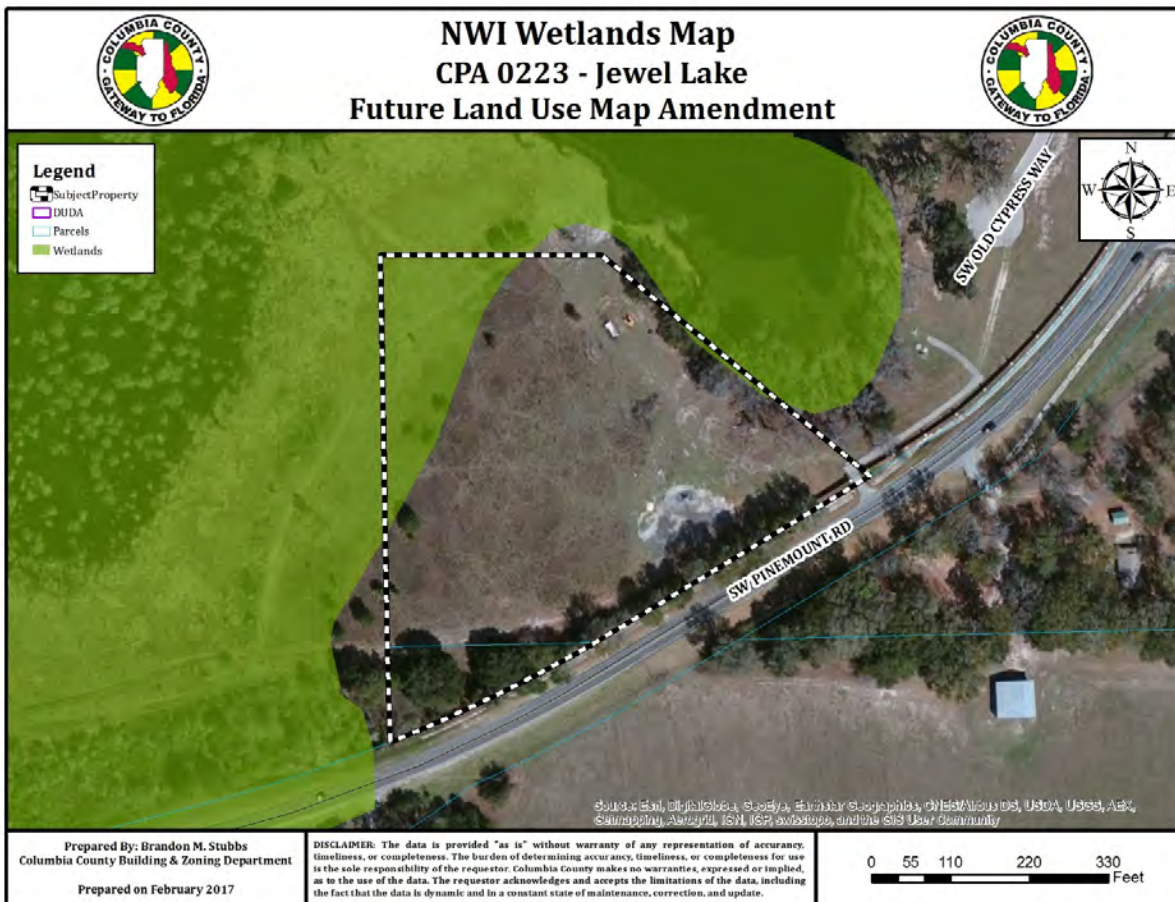
ENVIRONMENTAL CONDITIONS ANALYSIS

Wetlands

According to Illustration A-VI of the Comprehensive Plan, entitled Wetlands Areas, which is based upon the National Wetlands Inventory, dated 1987, and the National Wetlands Reconnaissance Survey, dated 1981, there are wetlands located on a portion of the subject property.

Evaluation: During site and development review, the wetlands will be evaluated and protected. Section 4.13.7 of the Land Development Regulations (“LDRs”) require a minimum 35-foot natural buffer from all wetlands. Therefore, there are no issues related to wetland protection.

Map 4. Wetlands Map



Soil Survey

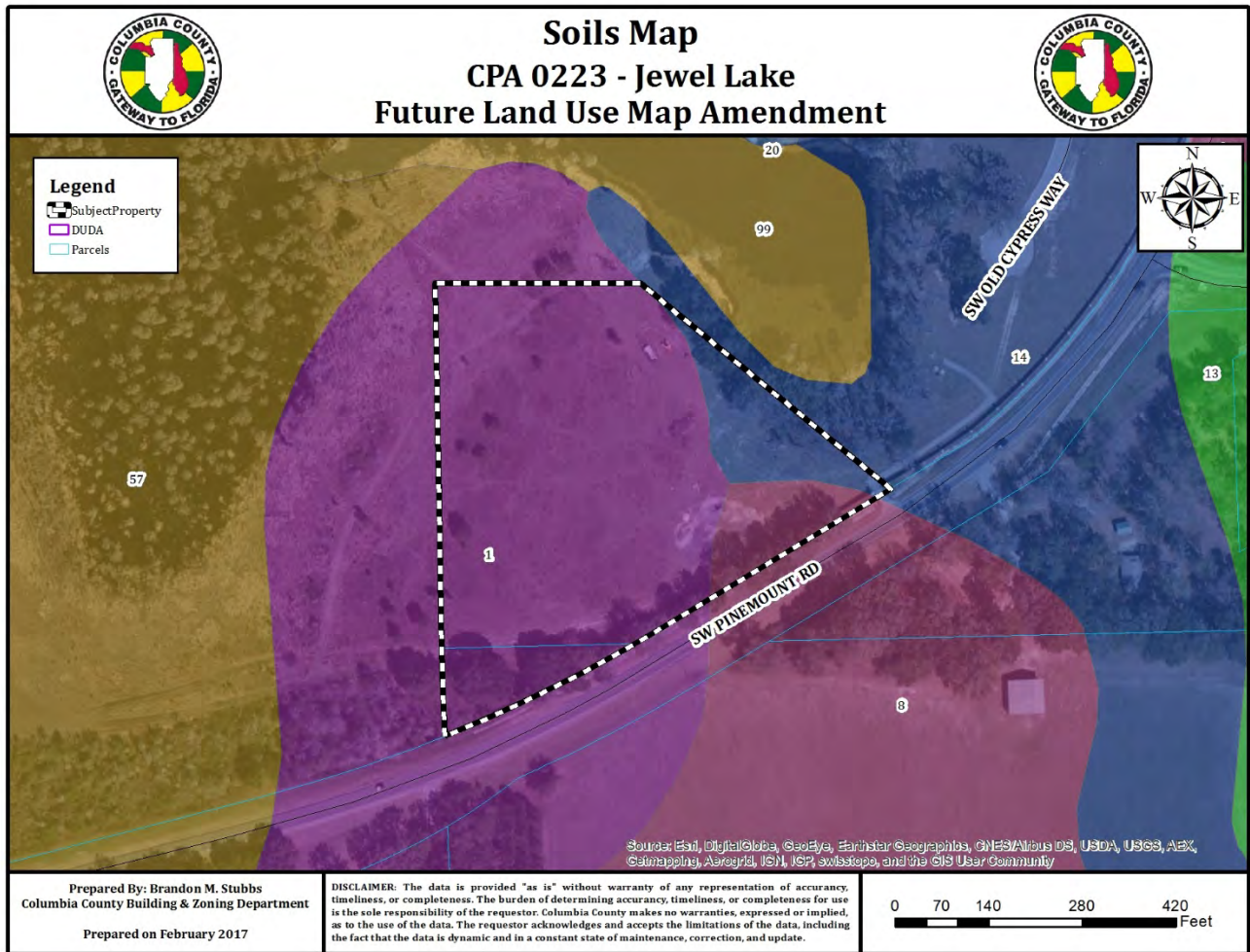
Each soil type found on the subject property is identified below. The hydrologic soil group is an indicator of potential soil limitations. The hydrologic soil group, as defined for each specific soil, refers to a group of soils which have been categorized according to their runoff-producing characteristics. These hydrologic groups are defined by the Soil Survey of Columbia County, Florida, dated October 1984. The chief consideration with respect to runoff potential is the capacity of each soil to permit infiltration (the slope and kind of plant cover are not considered, but are separate factors in predicting runoff). There are four hydrologic groups: A, B, C, and D. "Group A" soils have a higher infiltration rate when thoroughly wet and therefore have a lower runoff potential. "Group D" soils have very lower infiltration rates and therefore a higher runoff potential.

There are three (3) soil types found on the subject property:

- 1) Albany fine sand soils (0 to 5 percent slope) are somewhat poorly drained, nearly level to gently sloping soils on broad flats bordering poorly defined drainageways and in undulating areas. The surface and subsurface layers are comprised of fine sand to a depth of 55 inches. The subsoil layer is comprised of sandy clay loam to a depth of 80 inches or more. Albany fine sand soils (0 to 5 percent slope) have severe limitations for building site development and for septic tank absorption fields.
- 2) Blanton fine sand soils (0 to 5 percent slopes) are moderately well drained, nearly level to gently sloping soils on broad ridges and undulating side slopes. The surface and subsurface layers are comprised of fine sand to a depth of 52 inches. The subsoil layer is comprised of fine sandy loam to a depth of 80 inches. Blanton fine sand soils (0 to 5 percent slopes) have slight limitations for building site development and moderate limitations for septic tank absorption fields.
- 3) Bonneau fine sand soils (5 to 8 percent slopes) are moderately well drained, sloping soils on short hillsides in the uplands. The surface and subsurface layers are comprised of fine sand to a depth of 23 inches. The subsoil layer is comprised of sandy clay loam to a depth of 80 inches or more. Bonneau fine sand soils (5 to 8 percent slopes) have slight limitations for building site development and moderate limitations for septic tank absorption fields.

Evaluation: The soil type predominantly found on the subject property is Albany Fine Sand. Albany Fine Sand poses severe limitations for building development and severe limitations for septic tank absorption field. During the site and development plan process, the applicant will have to accommodate for soils types and stormwater. At this time, there are no issues related to soil suitability.

Map 5. Soils Map

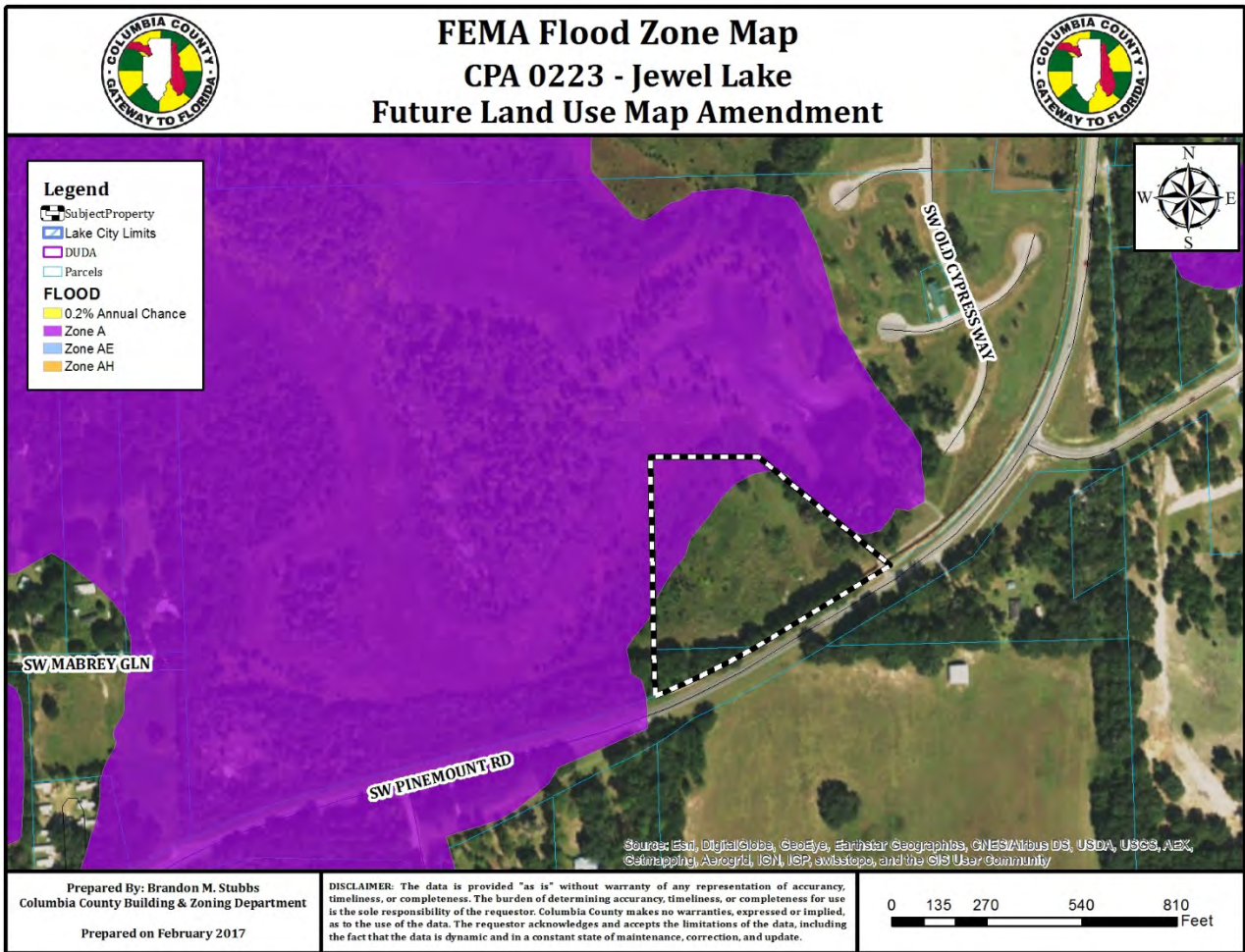


Flood Potential

Panel 0290C of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Series, dated February 4, 2009, indicates that the subject property is in Flood Zone "A" (areas subject to one-percent annual chance of flood) and Flood Zone "X" (areas determined to be outside of the 500-year floodplain).

Evaluation: Being most of the subject property is located in Flood Zone "X", there is no concern of flood on the subject property.

Map 6. FEMA FIRM Map (Flood Map)

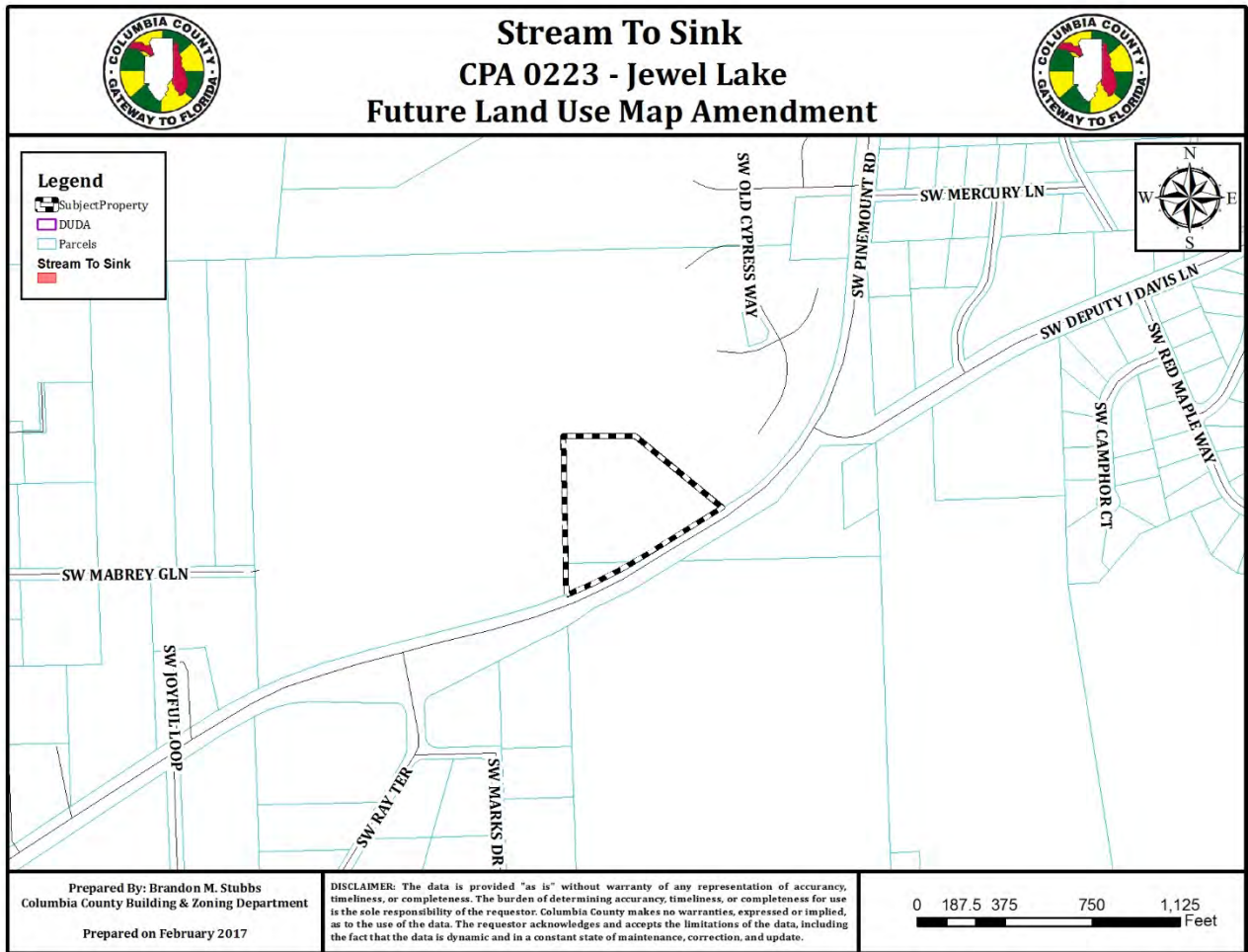


Stream to Sink

According to the Stream to Sink Watersheds, prepared by the Suwannee River Water Management District and adopted by the Board of County Commissioners, dated June 2, 2001, the subject property is not located within a stream to sink area.

Evaluation: Section 4.2.38 of the County's LDRs regulates Stream to Sink watershed areas. At this time, there is no concern related to Stream to Sink Watersheds.

Map 7. Stream to Sink Map



Minerals

According to Illustration A-VII of the Comprehensive Plan, entitled Minerals, which is based upon Natural Resources, prepared by the Florida Department of Environmental Protection, 2012, the subject property is within an area known to contain Clayey Sand.

Evaluation: There are no issues related to minerals.

Historic Resources

According to Illustration A-II of the Comprehensive Plan, entitled Historic Resources, which is based upon the Florida Division of Historical Resources, Master Site File, dated 2013, there are no known historic resources located on the subject property.

Evaluation: There are no issues related to historic Resources.

Aquifer Vulnerability

According to the [Columbia County Floridan Aquifer System Protection Zone Map](#), prepared by the Advance GeoSpacial Inc., dated September 29, 2009, the subject property is located in a vulnerable area.

Evaluation: While the subject property is located in a vulnerable area, there is no issue related to aquifer vulnerability.

Vegetative Communities/Wildlife

According to Illustration V-I of the Data and Analysis Report, entitled Vegetative Communities, the subject property is located within a non-vegetative community.

Evaluation: There is no known wildlife habitats associated with a non-vegetative community; therefore, there is no issue related to vegetative communities or wildlife.

PUBLIC FACILITIES IMPACT

Traffic Impact

Table 3. Affected Comprehensive Plan Roadway Segments¹

Segment Number ²	Segment Description	Lanes	Functional Classification	Area Type	LOS
56	County Road 252 (From County's West Boundary to U.S. 90)	2U	Major Collector	Rural	D

¹ Source: Columbia County Comprehensive Plan, Capital Improvements Element.

² FDOT roadway segment number shown in parenthesis (when applicable.) For the purposes of concurrency management, Columbia County Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.

Table 4. Existing Trip Generation¹

Land Use	AADT ²	PM Peak Hour ³
Single Family ¹ (ITE Code 210)	133	14
Total	133	14

¹ Source: ITE Trip Generation, 8th Edition.

² Formula: AADT - ITE, 8th Edition - 9.52 trips per dwelling unit x 14 dwelling units = 133 AADT

³ Formulas: PM Peak - ITE, 8th Edition - 1.02 trips per dwelling unit x 14 dwelling units = 14 PM Peak Trips

Table 5. Proposed Trip Generation¹

Land Use	AADT ²	PM Peak Hour ³
Specialty Retail ¹ (ITE Code 814)	3,287	372
Total	3,287	372

¹ Source: ITE Trip Generation, 8th Edition.

² Formula: AADT - ITE, 8th Edition - 44.32 trips per thousand (1,000) sq ft x 74,161 sq ft = 3,287 AADT

³ Formulas: PM Peak - ITE, 8th Edition - 5.02 trips per thousand (1,000) sq ft x 74,161 sq ft = 372 PM Peak Trips

Table 6. Net Increase Trip Generation¹

Land Use	AADT	PM Peak Hour
Specialty Retail (ITE Code 826)	3,287	372
Single Family (ITE Code 210)	133	14
Net Increase	3,154	358

Table 7. Projected Impact on Affected Comprehensive Plan Roadway Segments

Traffic System Category	C.R. 252 Segment 56 ¹
Maximum Service Volume ²	14,200
Existing Traffic ³	3,800
Reserved Trips ⁴	0
Available Capacity ⁴	10,400
Projected Daily Trips	3,154
Residual Capacity	7,246

PM Peak Hour Traffic Analysis	C.R. 252 Segment 56 ¹
Maximum Service Volume ²	1,350
Existing Traffic ³	342
Reserved Trips ⁴	0
Available Capacity ⁴	1,008
Projected PM Peak Hour Trips	358
Residual Capacity	650

¹ FDOT roadway segment number shown in parenthesis (when applicable.) For the purposes of concurrency management, Columbia County Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.
² Source: FDOT 2013 Quality/Level of Service Handbook, Generalized Annual Average Daily Volumes and Generalized Peak Hour Two-Way Volumes for Rural Undeveloped Areas.
³ Florida Department of Transportation, District II, 2014 Annual Average Daily Traffic Report.
⁴ Source: Columbia County March 2016 Concurrency Monitoring Report.

Evaluation: The impacts generated by the development will not adversely affect the Level of Service (LOS) of the roadway segment identified above; therefore, the demand generated by the development is acceptable.

Potable Water Impacts

The subject property is located within a community potable water system service area. The subject property will be served potable water via City of Lake City Potable Water System. The Lake City Potable Water System is anticipated to meet or exceed the adopted level of service standard for potable water established within the Comprehensive Plan. **Note: Calculations are based upon Chapter 64E-6.008,F.S.**

The existing density allows for fourteen (14) dwelling unit. An average dwelling unit utilizes approximately 100 Gallons Per Capita Per Day. The average household in Columbia County has approximately 2.67 Person Per Household according to the 2010 U.S. Census. (100 GPC x 2.67 PPH) x 14 = 3,738 Gallons Per Day

Based upon a maximum floor area ratio of 0.25 for the Commercial Future Land Use Map Designation, the proposed amendment could result in a maximum of 74,161 square feet of floor area of shopping center use.

An average shopping center utilizes approximately 0.1 Gallon Per Square Foot of floor area 74,161 x 0.1 = 7,416 Gallons Per Day].

Net Increase: 7,416 GPD – 3,728 GPD = 3,688 GPD

System Category	Gallons Per Day
Current Permitted Capacity ¹	9,940,000
Less Actual Potable Water Flows ¹	3,580,000
Reserved Capacity ²	2,441
Projected Impacts from Development	3,688
Residual Capacity	6,353,871
Percentage of Permitted Design Capacity Utilized	36.18%

Sources:
1. City of Lake City Public Services Department, May 2015 - Steve Roberts
2. Table 1

Evaluation: The impacts generated by the development will not adversely affect the Level of Service (LOS) for potable water facilities; therefore, the demand generated by the development is acceptable.

Sanitary Sewer Impacts

The subject property is located within a community centralized sanitary sewer system service area. The subject property will be served via City of Lake City Sanitary Sewer System. The City of Lake City Sanitary Sewer System is anticipated to meet or exceed the adopted level of service standard for sanitary sewer established within the Comprehensive Plan. *Note: Calculations are based upon Chapter 64E-6.008,F.S.*

The existing density allows for fourteen (14) dwelling unit. An average dwelling unit utilizes approximately 100 Gallons Per Capita Per Day. The average household in Columbia County has approximately 2.67 Person Per Household according to the 2010 U.S. Census. $(100 \text{ GPC} \times 2.67 \text{ PPH}) \times 14 = 3,738 \text{ Gallons Per Day}$

Based upon a maximum floor area ratio of 0.25 for the Commercial Future Land Use Map Designation, the proposed amendment could result in a maximum of 74,161 square feet of floor area of shopping center use.

An average shopping center utilizes approximately 0.1 Gallon Per Square Foot of floor area $74,161 \times 0.1 = 7,416 \text{ Gallons Per Day}$].

Net Increase: $7,416 \text{ GPD} - 3,728 \text{ GPD} = 3,688 \text{ GPD}$

System Category	Gallons Per Day
Treatment Plant Current Permitted Capacity	3,000,000
Less Actual Treatment Plant Flows ¹	1,840,400
Reserved Capacity ²	2,365
Project Demand	3,688
Residual Capacity	1,153,547
Percentage of Permitted Design Capacity Utilized	61.55%

Sources:
 1. City of Lake City Public Services Department, May 2015 - Steve Robert

Evaluation: The impacts generated by the development will not adversely affect the Level of Service (LOS) for sanitary sewer facilities; therefore, the demand generated by the development is acceptable.

Solid Waste Impacts

Solid waste facilities for uses to be located on the site are provided at the sanitary landfill. The level of service standard established within the Comprehensive Plan for the provision of solid waste disposal is currently being met or exceeded.

The existing density allows for fourteen (14) dwelling unit. An average dwelling unit utilizes approximately 0.73 tons (1,460 lbs) per year per person. The average household in Columbia County has approximately 2.67 Person Per Household according to the 2010 U.S. Census. $[(1,460 \text{ Lbs Per Year Per Person} \times 2.67 \text{ PPH}) \times 14] / 365 = 150 \text{ pounds of solid waste generated per day.}$

Based upon a maximum floor area ratio of 0.25 for the Commercial Future Land Use Map Designation, the proposed amendment could result in a maximum of 74,161 square feet of floor area of shopping center use.

Based upon 12 pounds of solid waste per 1,000 square foot gross floor area per day:

74,161 (74,161 square foot gross floor area) x 12 (pounds of solid waste 1,000 square foot gross floor area per day) = 890 pounds of solid waste generated per day.

Net Increase: 890 lbs per day – 150 lbs per day = 740 lbs per day

Total County average solid waste disposal per day (including municipalities) = 471,300 pounds per day.

Based upon the annual projections of solid waste disposal at the landfill for 2015, solid waste facilities are anticipated to continue to meet or exceed the adopted level of service standard for solid waste facilities, as provided in the Comprehensive Plan, after adding the solid waste demand generated by a charter public school.

Evaluation: The impacts generated by the development will not adversely affect the Level of Service (LOS) of solid waste facilities; therefore, the demand generated by the development is acceptable.

Recreation Facilities

The proposed development is nonresidential in nature; therefore, there are no impacts to recreation facilities. The development will have no impact to the Level of Service (LOS) of recreation facilities.

Public School Facilities

The proposed development is nonresidential in nature; therefore, there are no impacts to public school facilities. The development will have no impact to the Level of Service (LOS) of public school facilities.



Columbia County Gateway to Florida

FOR PLANNING USE ONLY	
Application # CPA	<u>0223</u>
Application Fee \$	<u>1,250.00</u>
Receipt No.	<u>4704</u>
Filing Date	<u>2-17-17</u>
Completeness Date	_____

Comprehensive Plan Amendment Application

A. PROJECT INFORMATION

- Project Name: Commerical Tract at Jewel Lake
- Address of Subject Property: 354 SW MABREY GLN (unofficial)
- Parcel ID Number(s): 04-4S-16-02745-003 (parent parcel)
- Existing Future Land Use Map Designation: Residential Low Density
- Proposed Future Land Use Map Designation: Commercial
- Zoning Designation: Rural Residential (we are proposing to change the zoning to Commercial)
- Acreage: 6.81 acres
- Existing Use of Property: vacant
- Proposed use of Property: commercial

B. APPLICANT INFORMATION

- Applicant Status Owner (title holder) Agent
- Name of Applicant(s): Megan Carter Title: President
 Company name (if applicable): Legacy Engineering Solutions, Inc.
 Mailing Address: P.O. Box 467
 City: Lake City State: FL Zip: 32056
 Telephone: (386) 243-8680 Fax: () Email: mcarter@legacycei.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.

- If the applicant is agent for the property owner*.
 Property Owner Name (title holder): Gary Sorensen
 Mailing Address: 1400 West 22nd Street, Ste. A
 City: Kearney State: NE Zip: 68845-5389
 Telephone: (308) 440-0814 Fax: () Email: sorensen@sorensengroup.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.

***Must provide an executed Property Owner Affidavit Form authorizing the agent to act on behalf of the property owner.**

C. ADDITIONAL INFORMATION

1. Is there any additional contract for the sale of, or options to purchase, the subject property?
If yes, list the names of all parties involved: N/A
If yes, is the contract/option contingent or absolute: Contingent Absolute
2. Has a previous application been made on all or part of the subject property:
Future Land Use Map Amendment: Yes _____ No _____
Future Land Use Map Amendment Application No. CPA _____
Site Specific Amendment to the Official Zoning Atlas (Rezoning): Yes _____ No _____
Site Specific Amendment to the Official Zoning Atlas (Rezoning) Application No. Z _____
Variance: Yes _____ No _____
Variance Application No. V _____
Special Exception: Yes _____ No _____
Special Exception Application No. SE _____

D. ATTACHMENT/SUBMITTAL REQUIREMENTS

1. Boundary Sketch or Survey with bearings and dimensions.
2. Aerial Photo (can be obtained via the Columbia County Property Appraiser’s Office).
3. Concurrency Impact Analysis: Concurrency Impact Analysis of impacts to public facilities, including but not limited to Transportation, Potable Water, Sanitary Sewer, and Solid Waste impacts. For residential land use amendments, an analysis of the impacts to Public Schools is required.
4. Comprehensive Plan Consistency Analysis: An analysis of the application’s consistency with the Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies of the Comprehensive Plan and detail how the application complies with said Goals, Objectives, and Policies). For text amendments to the Comprehensive Plan, the proposed text amendment in strike-thru and underline format.
5. Legal Description with Tax Parcel Number (In Microsoft Word Format).
6. Proof of Ownership (i.e. deed).
7. Agent Authorization Form (signed and notarized).
8. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector’s Office).
9. Fee. The application fee for a Comprehensive Plan Amendment is as follows:
 - a. Small Scale Comprehensive Plan Amendment (10 Acres or less) = \$1,250.00
 - b. Large Scale Comprehensive Plan Amendment (More Than 10 Acres) = \$2,000.00
 - c. Text Amendment to the Comprehensive Plan = \$2,000.00

No application shall be accepted or processed until the required application fee has been paid.

NOTICE TO APPLICANT

All nine (9) attachments are required for a complete application. Once an application is submitted and paid for, a completeness review will be done to ensure all the requirements for a complete application have been met. If there are any deficiencies, the applicant will be notified in writing. If an application is deemed to be incomplete, it may cause a delay in the scheduling of the application before the Planning & Zoning Board.

A total of fourteen (14) copies of proposed Comprehensive Plan Amendment Application and support material and a PDF copy on a CD are required at the time of submittal.

THE APPLICANT ACKNOWLEDGES THAT THE APPLICANT OR AGENT MUST BE PRESENT AT THE PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD, AS ADOPTED IN THE BOARD RULES AND PROCEDURES, OTHERWISE THE REQUEST MAY BE CONTINUED TO A FUTURE HEARING DATE.

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

Megan Carter

Applicant/Agent Name (Type or Print)

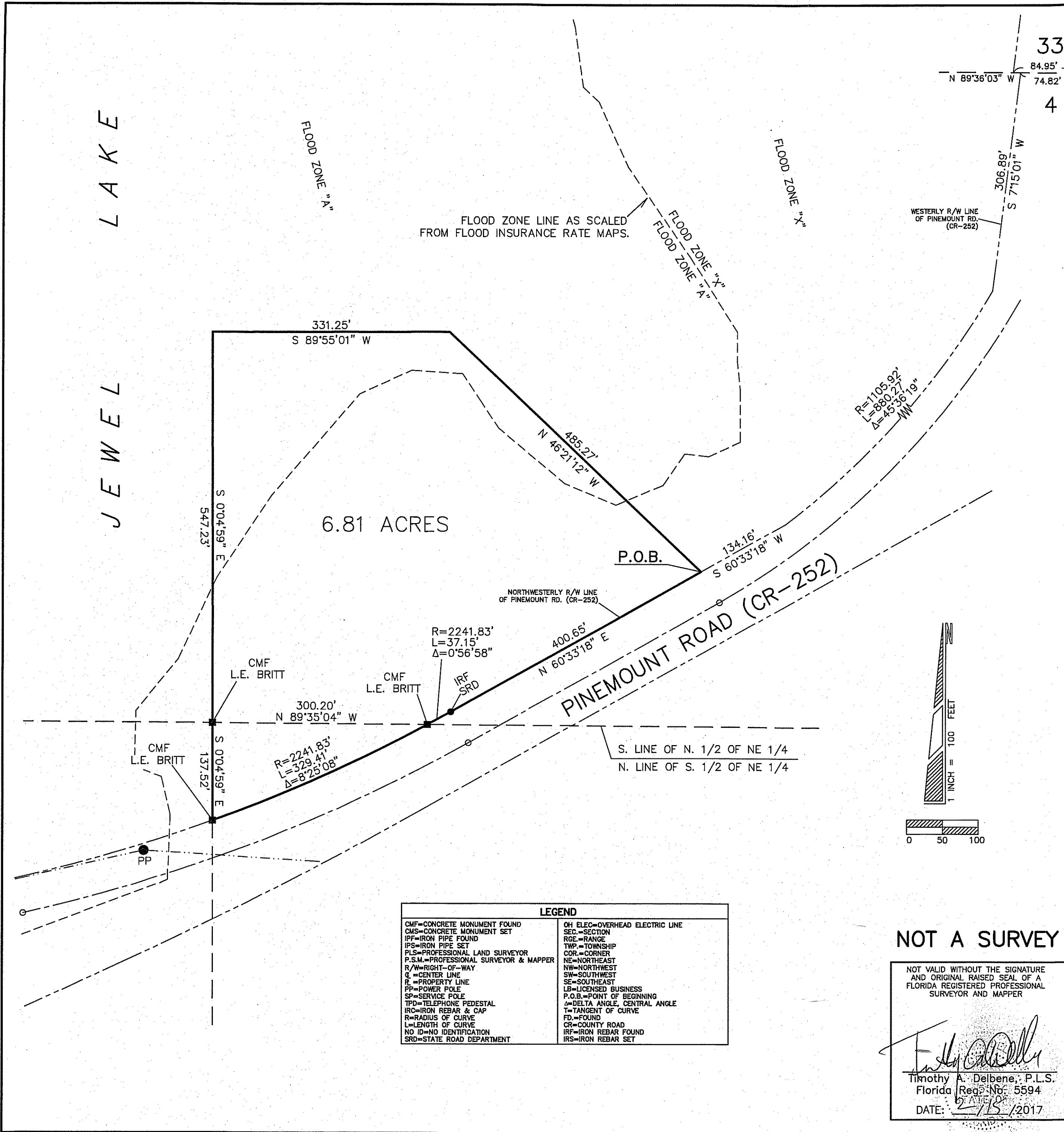


Applicant/Agent Signature

2/17/2017

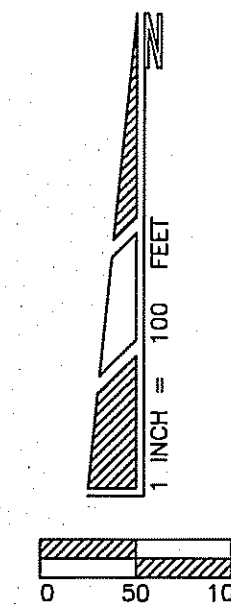
Date

SKETCH IN SECTION 4
TOWNSHIP 4 SOUTH, RANGE 16 EAST
COLUMBIA COUNTY, FLORIDA



DESCRIPTION:

COMMENCE at the Northeast corner of Section 4, Township 4 South, Range 16 East, Columbia County, Florida and run North 89°36'03" West along the North line of said Section 4 a distance of 74.82 feet to a point on the Westerly Right-of-Way line of Pinemount Road (County Road 252); thence South 07°15'01" West along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 306.89 feet to the point of curve of a curve concave to the Northwest having a radius of 1105.92 feet and a central angle of 45°36'19"; thence Southwesterly along the arc of said curve, being still said Westerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 880.27 feet; thence South 60°33'18" West still along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 134.16 feet to the POINT OF BEGINNING; thence North 46°21'12" West a distance of 485.27 feet; thence South 89°55'01" West a distance of 331.25 feet; thence South 00°04'59" East a distance of 547.23 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of Section 4; thence continue South 00°04'59" East a distance of 137.52 feet to a point on the Northerly Right-of-Way line of Pinemount Road (County Road 252), said point being a point on a curve concave to the North having a radius of 2241.83 feet and a central angle of 09°22'06"; thence Northerly along the arc of said curve a distance of 329.41 feet to a point on the South line of the North 1/2 of the Northeast 1/4 of Section 4; thence continue Northerly along the arc of said curve a distance of 37.15 feet to the point of tangency of said curve; thence North 60°33'18" East along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 400.65 feet to the POINT OF BEGINNING. Containing 6.81 acres, more or less.



LEGEND	
CMF=CONCRETE MONUMENT FOUND	OH ELEC=OVERHEAD ELECTRIC LINE
CMS=CONCRETE MONUMENT SET	SEC=SECTION
IPF=IRON PIPE FOUND	RGE=RANGE
IPS=IRON PIPE SET	TWP=TOWNSHIP
PLS=PROFESSIONAL LAND SURVEYOR	COR=CORNER
P.S.M.=PROFESSIONAL SURVEYOR & MAPPER	NE=NORTHEAST
R/W=RIGHT-OF-WAY	NW=NORTHWEST
CL=CENTER LINE	SW=SOUTHWEST
PL=PROPERTY LINE	SE=SOUTHEAST
PP=POWER POLE	P.O.B.=POINT OF BEGINNING
SP=SERVICE POLE	Δ=DELTA ANGLE, CENTRAL ANGLE
TPD=TELEPHONE PEDESTAL	T=TANGENT OF CURVE
IR=IRON REBAR & CAP	R=RADIUS OF CURVE
R=LENGTH OF CURVE	FD=FOUND
NO ID=NO IDENTIFICATION	CR=COUNTY ROAD
SRD=STATE ROAD DEPARTMENT	IRF=IRON REBAR FOUND
	IRS=IRON REBAR SET

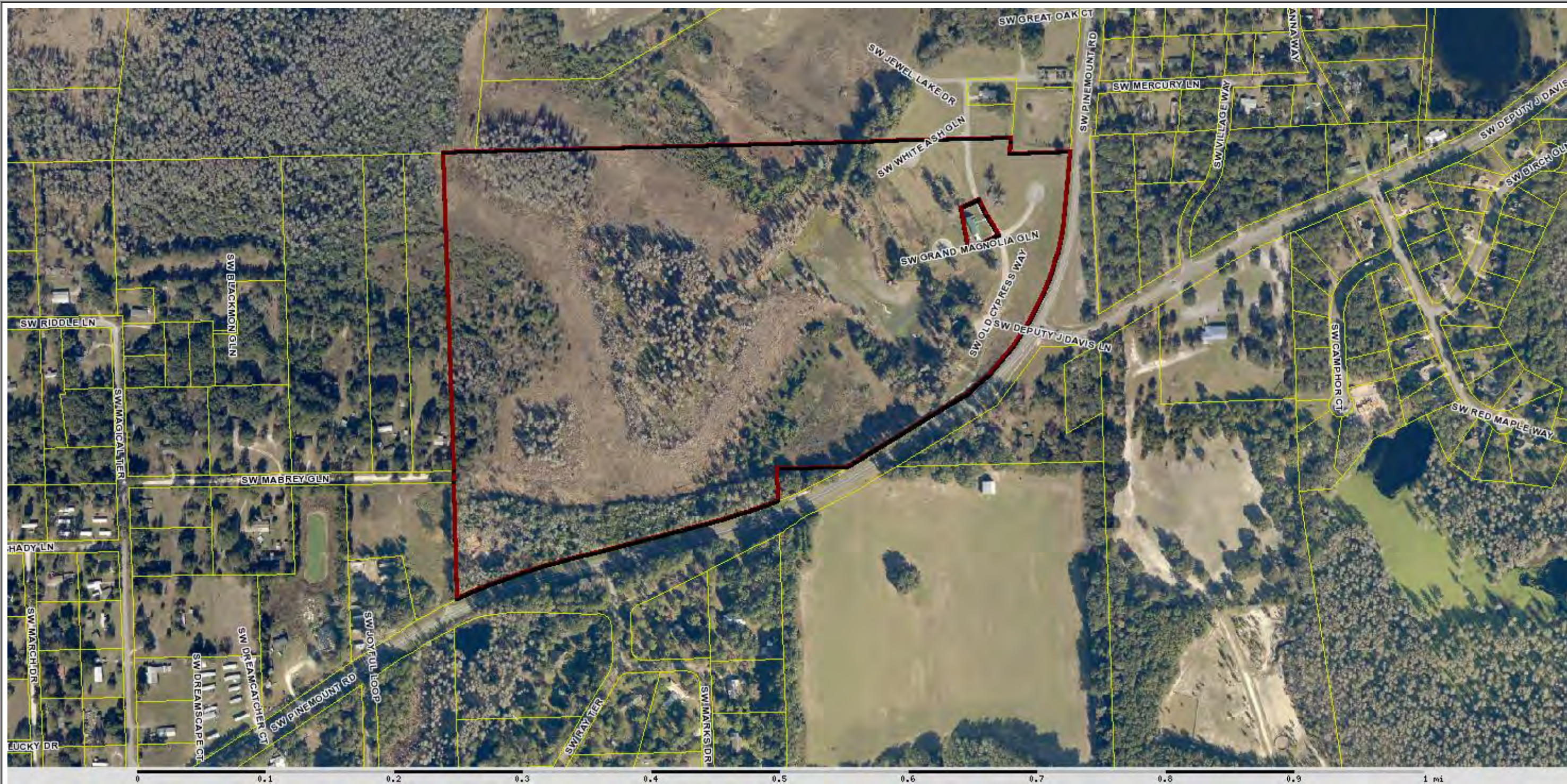
NOT A SURVEY

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA REGISTERED PROFESSIONAL SURVEYOR AND MAPPER

Timothy A. Delbene
Timothy A. Delbene, P.L.S.
Florida Reg. No. 5594
DATE: 2/15/2017

REVISED: 02/15/2017 Certification block added. CAD FILE: 4682-newPrelim.dwg

 Donald F. Lee and Associates, Inc. SURVEYORS — ENGINEERS 140 Northwest Ridgewood Avenue, Lake City, Florida 32055 Phone: (386) 755-6166 FAX: (386) 755-6167 Certificate of Authorization # LB 7042	
Date: 01/05/2017	Scale: 1" = 100'
Drafting: A V G	Field Book: 05-472
Computations: A V G	Work Order: 05-4682
Checked: T A D	File: A-59-13
BARRY JOYE	



Columbia County Property Appraiser
 Jeff Hampton - Lake City, Florida 32055 | 386-758-1083

PARCEL: 04-4S-16-02745-003 - AC/XFOB (009901)
 COMMAT NE COR SEC, RUN W 74.82 FT TO APT ON W RW LINE CR-252, RUN S 7 DGW ALONG RW 64.97 FT FOR PCB, CONT S 7 DGW ALONG RW, 241.92 FT TO PT OF

NOTES:

Name: SORENSEN GARY
 Site: 354 SW MABREY GLN
 Mail: 1400 WEST 22ND ST
 KEARNEY, NE 68845
 Sales: 8/30/2016
 Info: 8/9/2005

2016 Certified Values

Land	\$71,814.00
Bldg	\$0.00
Assd	\$210,514.00
Exmpt	\$0.00
Other	\$210,514
Schl	\$210,514

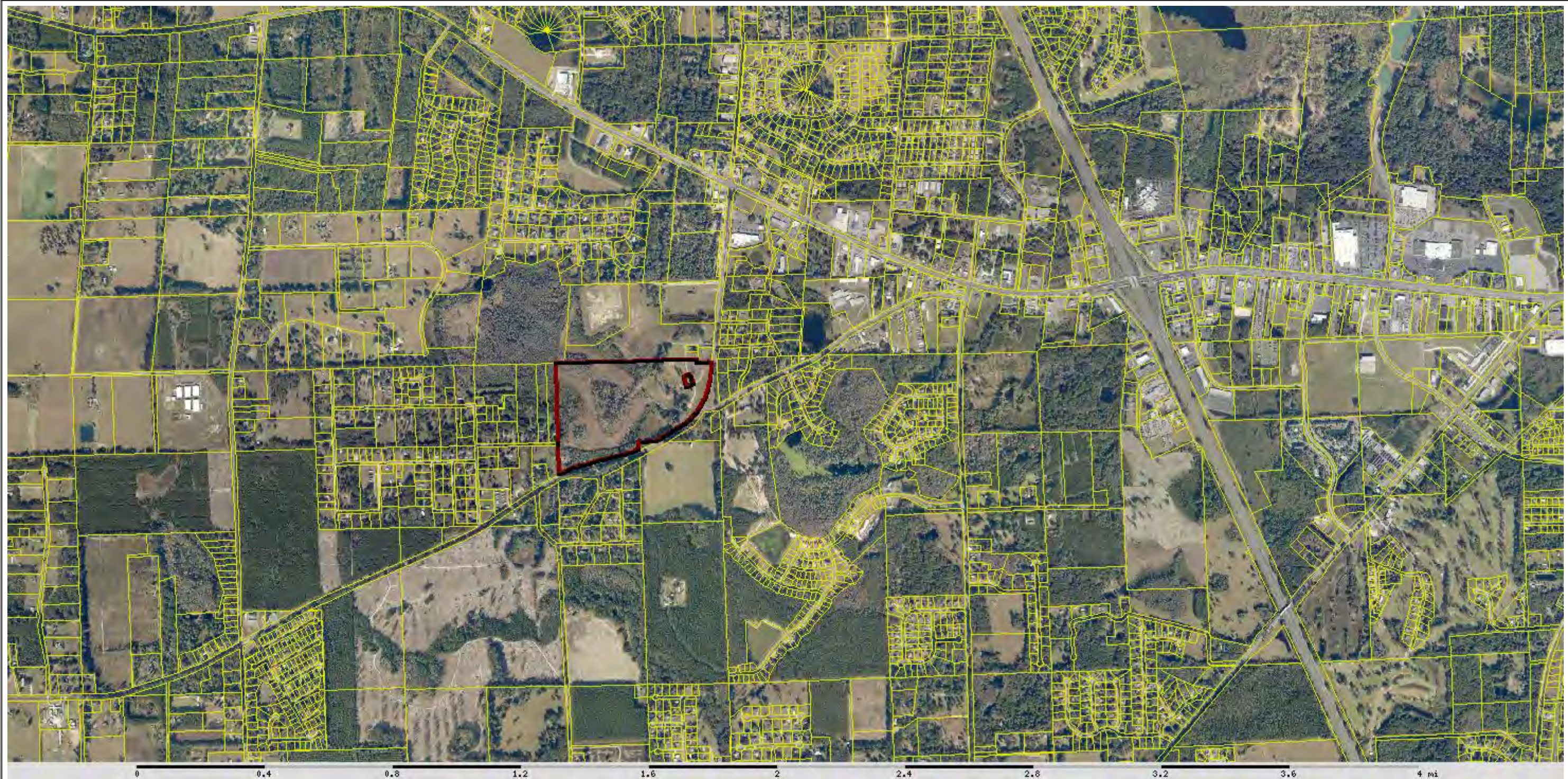
\$931,900.00 I / U
 \$1,250,000.00 I / Q

Taxbl



This information, updated: 2/1/2017, 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. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

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Columbia County Property Appraiser
 Jeff Hampton - Lake City, Florida 32055 | 386-758-1083

PARCEL: 04-4S-16-02745-003 - AC/XFOB (009901)
 COMMAT NE COR SEC, RUN W 74.82 FT TO APT ON W RW LINE CR-252, RUN S 7 DGW ALONG RW 64.97 FT FOR PCB, CONT S 7 DGW ALONG RW, 241.92 FT TO PT OF

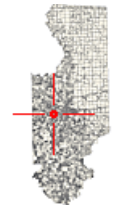
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 Sales: 8/30/2016
 Info: 8/9/2005

\$931,900.00 I / U
 \$1,250,000.00 I / Q

2016 Certified Values
 Land
 Bldg
 Assd
 Exmpt
 Taxbl

\$71,814.00
 \$0.00
 \$210,514.00
 \$0.00
 Crty: \$210,514
 Other: \$210,514 | Sch: \$210,514



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CONCURRENCY WORKSHEET

Trip Generation Analysis

ITE Code	ITE Use	ADT Multiplier	PM Peak Multiplier	Total Floor Area*	Total ADT	Total PM Peak
710	Gen Office Bldg	11.01	1.49	7.41	81.58	11.04

*Per thousand square feet (i.e. 7,410 sq ft / 1,000 = 7.41)

Potable Water Analysis

Ch. 64E-6.008, F.A.C. Use	Ch. 64E-6.008, F.A.C. Gallons Per Day (GPD)	Ch. 64E-6.008, F.A.C. Multiplier*	Total (Gallons Per Day)
Office Bldg	15.00	74.10	1111.50

* Multiplier is based upon Ch. 64E.6008, Florida Administrative Code and can vary from square footage, number of employees, number of seats, or etc. See Ch. 64E-6.008, F.A.C. to determine multiplier.

Sanitary Sewer Analysis

Ch. 64E-6.008, F.A.C. Use	Ch. 64E-6.008, F.A.C. Gallons Per Day (GPD)	Ch. 64E-6.008, F.A.C. Multiplier*	Total (Gallons Per Day)
Office Bldg	15.00	74.10	1111.50

* Multiplier is based upon Ch. 64E.6008, F.A.C. and can vary from square footage, number of employees, number of seats, or etc. See Ch. 64E-6.008, F.A.C. to determine multiplier.

Solid Waste Analysis

Use	Pounds Per Thousand Sq Ft	Total Floor Area*	Total (Lbs Per Day)
Office Bldg	5.50	7.41	40.76

*Per thousand square feet (i.e. 7,410 sq ft / 1,000 = 7.41)



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Commercial Tract at Jewel Lake
Comprehensive Plan Consistency Analysis

1. Boundary Sketch or Survey with bearings and dimensions.

Please see the attached survey for Barry Joye completed by Donald F. Lee & Associates, Inc. On the disk is a Microsoft Word file of the legal description.

2. Aerial Photo (can be obtained via the Columbia County Property Appraiser's Office).

Please see the attached aerial photos with the subject property highlighted.

3. Concurrency Impact Analysis: Concurrency Impact Analysis of impacts to public facilities, including but not limited to Transportation, Potable Water, Sanitary Sewer, and Solid Waste impacts. For residential land use amendments, an analysis of the impacts to Public Schools is required.

Please see the attached Concurrency Worksheet.

4. Comprehensive Plan Consistency Analysis: An analysis of the application's consistency with the Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies of the Comprehensive Plan and detail how the application complies with said Goals, Objectives, and Policies). For text amendments to the Comprehensive Plan, the proposed text amendment in strike-thru and underline format.

Future Land Use Element

GOAL I - IN RECOGNITION OF THE IMPORTANCE OF CONSERVING THE NATURAL RESOURCES AND ENHANCING THE QUALITY OF LIFE, THE COUNTY SHALL DIRECT DEVELOPMENT TO THOSE AREAS WHICH HAVE IN PLACE, OR HAVE AGREEMENTS TO PROVIDE, THE LAND AND WATER RESOURCES, FISCAL ABILITIES AND SERVICE CAPACITY TO ACCOMMODATE GROWTH IN AN ENVIRONMENTALLY ACCEPTABLE MANNER.

Objective I.1 The county shall continue to direct future population growth and associated urban development to urban development areas as established within this comprehensive plan.

Consistency: The proposed commercial use is consistent with the types of uses allowed by the Commercial FLU category. The property is located on CR 252 (Pinemount Road) in an urban development area and is surrounded by other urban developments similar to what is proposed on the commercial site.

Policy I.1.1 The county shall limit the location of higher density residential and high intensity commercial and industrial uses to areas adjacent to arterial or collector roads where public facilities are available to support such higher density or intensity. In addition, the county shall enable private subregional centralized potable water and sanitary sewer systems to

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connect to public regional facilities, in accordance with the objective and policies for the urban and rural areas within this future land use element of the comprehensive plan.

Consistency: The proposed commercial site is located on CR 252 (Pinemount Road) and there are public facilities available to support the high density and intensity.

Policy I.1.2 The county's future land use plan map shall allocate amounts and mixes of land uses for residential, commercial, industrial, public and recreation to meet the needs of the existing and projected future populations and to locate urban land uses in a manner where public facilities may be provided to serve such urban land uses. Urban land uses shall be herein defined as residential, commercial and industrial land use categories.

Consistency: The subject property is located within an area that currently has Commercial FLU designations to the north along US 90, to the east along Deputy Jeff Davis Lane and to the southwest further along Pinemount. There are also public facilities provided to sufficiently serve the proposed commercial development.

Policy I.1.3 The county's future land use plan map shall base the designation of residential, commercial and industrial lands depicted on the future land use plan map upon acreage which can be reasonable expected to develop by the year 2023.

Consistency: The subject property is located on CR 252 (Pinemount Road) just 0.8 miles from the US Hwy 90 intersection. This area has substantial commercial development and can only be expected to continue to see growth. The subject property will be developed before 2023.

Policy I.1.4 The county shall continue to maintain standards for the coordination and siting of proposed urban development near agricultural or forested areas, or environmentally sensitive areas (including but not limited to wetlands and floodplain areas) to avoid adverse impact upon existing land uses.

Consistency: The subject property is located along CR 252 (Pinemount Road) and will have no adverse impacts on the existing land uses.

Policy I.1.5 The county shall continue to regulate govern future urban development within designated urban development areas in conformance with the land topography and soil conditions, and within an area which is or will be served by public facilities and services.

Consistency: The commercial development on the subject property will be designed in accordance with the design standards of the County and regulating agencies with jurisdiction.

Policy I.1.6 The county's land development regulations shall be based on and be consistent with the following land use classifications and corresponding standards for densities and intensities within the designated urban development areas of the county. For the purpose of this policy and comprehensive plan, the phrase "other similar uses compatible with" shall mean land uses that can co-exist in relative proximity to other uses in a stable fashion over time such that no other uses within the same land use classification are negatively impacted directly or indirectly by the use.

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Consistency: *The proposed commercial development will meet the County LDR's for Commercial land use with 0.25 floor area ratio.*

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5. Legal Description with Tax Parcel Number (In Microsoft Word Format).

Please see the attached survey for Barry Joye completed by Donald F. Lee & Associates, Inc. On the disk is a Microsoft Word file of the legal description.

6. Proof of Ownership (i.e. deed).

Please see the attached Warranty Deed.

7. Agent Authorization Form (signed and notarized).

Please see the attached Authorized Agent form signed by Gary Sorensen.

8. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).

Please see the attached Tax Record.

9. Fee. The application fee for a Comprehensive Plan Amendment is as follows:

- a. Small Scale Comprehensive Plan Amendment (10 Acres or less) = \$1,250.00
- b. Large Scale Comprehensive Plan Amendment (More Than 10 Acres) = \$2,000.00
- c. Text Amendment to the Comprehensive Plan = \$2,000.00

No application shall be accepted or processed until the required application fee has been paid.

Attached is a check for \$2,500 which includes the fee for the Site Specific Amendment to the Official Zoning Atlas (Rezoning) \$1,250 and Comprehensive Plan Amendment \$1,250.

P.O. Box 467
Lake City, FL 32056

386-243-8680

www.LegacyCEI.com

Prepared by and return to:
Adam Morrison
Sellers, Taylor & Morrison, P.A.
108 West Howard Street
Live Oak, Florida 32064

Inst: 201612014289 Date: 08/30/2016 Time: 2:38PM
Page 1 of 8 B: 1321 P: 753, P.DeWitt Cason, Clerk of Court
Columbia, County, By: KV
Deputy Clerk Doc Stamp-Deed: 6523.30

[Space Above This Line For Recording Data]

SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, Made this 30th day of August, 2016, between GREATER SOUTHEASTERN LAND DEVELOPMENT, whose address is 10153 US Highway 90 West, Lake City, Florida 32055, party of the first part, and Gary Sorensen, whose mailing address is 1400 West 22nd Street, Kearney, Nebraska 68845 party of the second part.

WITNESSETH:

That the said parties of the first part, for and in consideration of TEN AND 00/100 (\$10.00) DOLLARS, and other good and valuable consideration, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part and its successors and assigns forever, the following described land, situate, lying and being in the County of Columbia, State of Florida, to-wit:

SEE EXHIBIT "A"

Columbia County Property Appraisers I.D. 04-4S-16-02745-003 & 33-3S-16-02439-000 with all the tenements, hereditament and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever. And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of said premises and fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under the party of the first part, but against no others.

Existing Mortgage. The above described property is encumbered by a certain mortgage (the "Mortgage"). The Mortgage was given by GREATER SOUTHEASTERN LAND DEVELOPMENT to COLUMBIA BANK and is recorded at O.R. Book 1054, page 1523, of the Public Records of Columbia County, Florida. The Mortgage was later modified by a Mortgage Modification and Consolidation Agreement recorded at O.R. Book 1093, page 413, of the Public Records of Columbia County, Florida. The Mortgage was assigned by COLUMBIA BANK to RODGER D. POWELL, M.D. by written assignment which is recorded at O.R. Book 1319, page 2769, of the Public Records of Columbia County, Florida. The Mortgage was later assigned by RODGER D. POWELL, M.D. to the party of the second part by written assignment which is recorded at O.R. Book 1320, page 1249, of the Public Records of Columbia County, Florida and the corrective assignment recorded at O.R. Book 1320, page 2246, of the Public Records of Columbia County, Florida.

The Mortgage was further subject to Partial Release of Mortgage recorded in Official Records Book 1168, Page 1042; Partial Release of Mortgage recorded in Official Records Book 1183, Page 2046; Cross-Collateralization and Cross-Default Agreement recorded in Official Records Book 1187, Page 2739, Public Records of Columbia County, Florida and Official Records Book 1573, Page 423, Public Records of Suwannee County, Florida; Modification of Mortgage recorded in Official Records Book 1187, Page 2744, Public Records of Columbia

County, Florida and Official Records Book 1573, Page 428, Public Records of Suwannee County, Florida; Partial Release of Mortgage recorded in Official Records Book 1189, Page 2729; Cross-Collateralization and Cross-Default Agreement recorded in Official Records Book 1573, Page 430, Public Records of Suwannee County, Florida.

“Mortgage” shall hereafter mean the “Mortgage, as assigned as set out above.”

Deed Given in Lieu of Foreclosure. The party of the first party is giving this deed in lieu of the party of the second part foreclosing (or completing the foreclosure of) the Mortgage on the above described property.

No Merger to Occur. It is the express intent of the party of the first part and the party of the second part that neither the Mortgage nor the promissory note(s) secured thereby shall merge with the interest of party of the second part acquired pursuant to this deed. Both the Mortgage and the promissory note(s) it secures shall remain outstanding until the recording of a separate written satisfaction thereof. The lien of the Mortgage is preserved in favor of party of the second part and the party of the second part preserves its rights as mortgagee under the Mortgage to foreclose any junior encumbrances or liens on the above described property, foreclose any other property (described in the Mortgage or otherwise) and/or to seek a deficiency judgment.


Deed Not Intended as Additional Security. The grant of this deed is an absolute conveyance of title to the above described property and is not intended to be as additional security for the party of the second part.

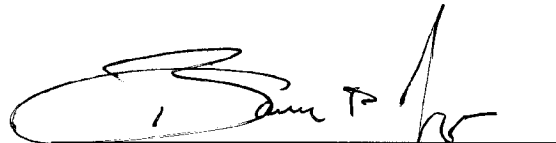
Consideration for This Deed. The party of the first part is giving this deed in consideration of the party of the second part reducing the party of the second part’s indebtedness under the promissory note(s) secured by the Mortgage. Such reduction is in an amount that the party of the first part and the party of the second part believe to be reasonably equivalent to the fair market


value of the above described property.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands
and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

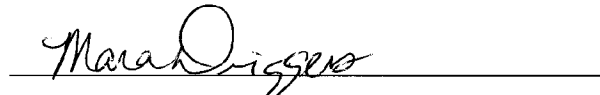

Kris B. Robinson
Witness (print name under signature)


Barry D. Joye, Managing Member of
Greater Southeastern Land Development, LLC


Mara Driggers
Witness (print name under signature)

STATE OF FLORIDA
COUNTY OF COLUMBIA

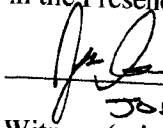
The foregoing instrument was acknowledged before me this 30 day of August, 2016
Barry D. Joye who is [] personally known to me [] or who produced _____ as
identification and who did not take an oath.


Notary Public (print name under signature)

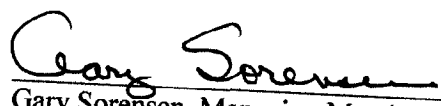
My Commission Expires:



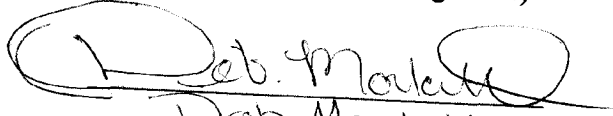
Signed, Sealed and Delivered
in the Presence of:



Jan Sommerfeld
Witness (print name under signature)



Gary Sorensen, Managing Member of
Greater Southeastern Land Development, LLC

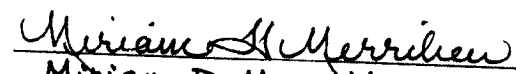


Deb Marlatt
Witness (print name under signature)

STATE OF NEBRASKA
COUNTY OF BUFFALO

The foregoing instrument was acknowledged before me this 29th day of August, 2016
Gary Sorensen who is personally known to me or who produced _____ as
identification and who did not take an oath.


State of Nebraska - General Notary
MIRIAM D MERRIHEW
My Commission Expires
November 28, 2018




Miriam D Merrihew
Notary Public (print name under signature)

My Commission Expires:
11-28-2018


Signed, Sealed and Delivered
in the Presence of:



Witness (print name under signature)



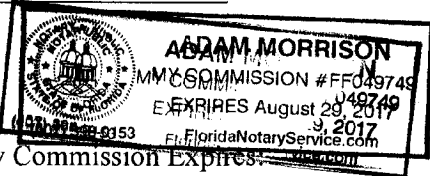
Rodger D. Powell, M.D. Managing Member of
Greater Southeastern Land Development, LLC

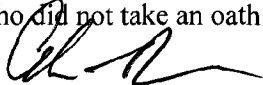


Danielle Wilber
Witness (print name under signature)

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 30th day of August, 2016
Rodger D. Powell, M.D. who is [] personally known to me [] or who produced
_____ as identification and who did not take an oath.


My Commission Expires: _____



Notary Public (print name under signature)

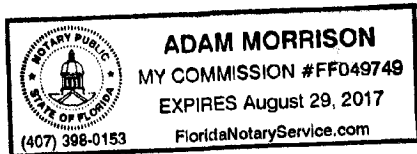

ADAM MORRISON
MY COMMISSION #FFD49749
EXPIRES August 29, 2017
FloridaNotaryService.com
(407) 398-0153

EXHIBIT A

Commence at the Northeast corner of Section 4, Township 4 South, Range 16 East, Columbia County, Florida and run North 89°36'03" West along the North line of said Section 4, a distance of 74.82 feet to a point on the Westerly Right-of-Way line of Pinemount Road (County Road 252); thence South 07°15'01" West along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 64.97 feet to the POINT OF BEGINNING; thence continue South 07°15'01" West still along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 241.92 feet to a point of curve of a curve concave to the Northwest having a radius of 1105.92 feet and a central angle of 45°36'17"; thence Southwesterly along the arc of said curve, being still said Westerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 880.26 feet;

thence South 60°33'18" West along the Northwesterly Right-of-Way line of Pinemount Road (County Road 252) a distance of 534.81 feet to the point of curve of a curve concave to the Northwest having a radius of 2241.83 feet and a central angle of 00°56'58"; thence Southwesterly along the arc of said curve, being said Northwesterly Right-of-Way line of Pinemount Road (County Road 252), a distance of 37.15 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of Section 4; thence North 89°35'04" West along said North line of the South 1/2 of the Northeast 1/4 of Section 4, a distance of 300.20 feet; thence South 00°04'59" East a distance of 137.52 feet to a point on the Northerly Right-of-Way line of Pinemount Road (County Road 252), said point being a point on a curve concave to the Northwest having a radius of 2241.83 feet and a central angle of 07°20'39"; thence Southwesterly along the arc of said curve, being said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 287.36 feet to the point of tangency of said curve; thence South 77°15'37" West still along the said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 499.97 feet; thence South 83°32'59" West still along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 100.66 feet; thence South 76°57'21" West still along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 60.19 feet to the point of curve of a curve concave to the Southeast having a radius of 2351.83 feet and a central angle of 03°29'55"; thence Southwesterly along the arc of said curve, still being said Northerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 143.61 feet to the point of tangency of said curve; thence South 68°18'18" West still along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 242.87 feet to the point of curve of a curve concave to the South having a radius of 2341.83 feet and a central angle of 01°08'53"; thence Southwesterly along the arc of said curve, being still said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 46.92 feet to a point on the West line of the Northeast 1/4 of Section 4; thence North 00°06'00" West along said West line of the Northeast 1/4 of Section 4, a distance of 507.62 feet to the Southwest corner of the North 1/2 of the Northeast 1/4 of Section 4; thence North 00°11'13" West along the West line of the Northeast 1/4 of Section 4, a distance of 1333.51 feet to the Northwest corner of the Northeast 1/4 of Section 4, being also the Southwest corner of the Southeast 1/4 of Section 33, Township 3 South, Range 16 East, Columbia County, Florida; thence South 89°36'03" East along the South line of said Section 33, a distance of 132.00 feet; thence North 07°18'13" East a distance of 1304.46 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of Section 33; thence North 89°59'44" East along said North line of the South 1/2 of the Southeast 1/4 of Section 33, a distance of 1199.11 feet; thence South 89°38'39" East along said North line of the South 1/2 of the Southeast 1/4 of Section 33, a distance of 279.20 feet; thence South 00°02'46" West, a distance of 701.77 feet; thence South 89°57'14" East, a distance of 892.90 feet to a point on the Westerly Right-of-Way line of Pinemount Road (County Road 252); thence South 07°15'30" West along said Westerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 406.76 feet; thence North 89°34'19" West a distance of 240.00 feet; thence South 07°13'13" West, a distance of 205.12 feet to a point on the South line of Section 33, being also the North line of Section 4, Township 4 South, Range 16 East, Columbia County, Florida; thence continue South 07°13'13" West a distance of 64.92 feet; thence South 89°35'26" East a distance of 249.96 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

A Parcel Of Land Situated in Section 33, Township 3 South, Range 16 East, in Columbia County, Florida, being more particularly described as follows:
Commence at the Southeast corner of the Southwest 1/4 Of Section 33, Township 3 South, Range 16 East, Said corner being monumented with a 4 inches Square Concrete Monument And Depicted on Florida Department Of Transportation Right of Way Map, Section 29010, F.P. No. 2083732;
Thence run North 88°31'38" East, Along The South Line Of Said Section 33, a distance of 132.00 Feet; Thence North 05°26'21" East, A Distance Of 299.92 Feet to the Point of Beginning; Thence Continue North 05°26'21" East A Distance Of 1008.41 feet; Thence North 88°24'20" East, A distance of 952.22 feet; Thence South 02°04'13" East a distance of 683.87 feet; Thence South 59°59'06" West, a distance Of 668.22 feet; Thence South 88°31'38" West, a distance of 493.70 feet To The Point Of Beginning.

LESS AND EXCEPT:

Lots 28 and 50, RESERVE AT JEWEL LAKE PHASE 1, a Planned Residential Development, according to the plat thereof recorded in Plat Book 9, page 89 of the Public Records of Columbia County, Florida, which has now been vacated and annulled by Resolution recorded in Official Records Book 1217, Page 521, Public Records of Columbia County, Florida.

APPLICATION AGENT AUTHORIZATION FORM

TO: Columbia County Zoning Department
135 NE Hernando Avenue
Lake City, FL 32055

Authority to Act as Agent

On my/our behalf, I appoint Megan Carter Legacy Engineering Solutions, Inc.
(Name of Person as Agent) (Company Agent is representing, if applicable)

to act as my/our agent in the preparation and submittal of this application for
Land Use Change and Re-Zoning I also Authorize Milton Smith
(Type Application) + Barry JOYE G.S.

I acknowledge that all responsibility for complying with the terms and conditions
for approval of this application, still resides with me as the Applicant.

Applicant Title: Gary Sorensen, Owner

On Behalf of: N/A
(Company Name, if applicable)

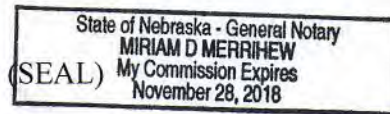
Telephone: 308-237-1475 Date: 2-15-2017

Applicant Signature: Gary Sorensen

STATE OF ~~FLORIDA~~ NEBRASKA
COUNTY OF BUFFALO

The Foregoing instrument was acknowledged before me this 15th day of February, 2017,
by Gary Sorensen, whom is personally known by me OR
produced identification _____. Type of Identification Produced _____

Miriam D Merrihew
Notary Signature



Columbia County Tax Collector

generated on 2/16/2017 1:55:44 PM EST

Tax Record

Last Update: 2/16/2017 1:55:45 PM EST

Register for eBill

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year		
R02745-003	REAL ESTATE	2016		
Mailing Address GREATER SOUTHEASTERN LAND DEVELOPMENT LLC 10153 US HWY 90 WEST LAKE CITY FL 32055		Property Address 354 MABREY SW GEO Number 044S16-02745-003		
Exempt Amount	Taxable Value			
See Below	See Below			
Exemption Detail	Millage Code	Escrow Code		
NO EXEMPTIONS	002	N		
<u>Legal Description (click for full description)</u>				
04-4S-16 6200/6200 80.36 Acres COMM AT NE COR SEC, RUN W 74.82 FT TO A PT ON W R/W LINE CR-252, RUN S 7 DG W ALONG R/W 64.97 FT FOR POB, CONT S 7 DG W ALONG R/W, 241.92 FT TO PT OF CURVE, RUN SW'RLY ALONG CURVE, 880.26 FT, S 60 DG W 534.81 FT TO PT OF CURVE, RUN See Tax Roll For Extra Legal				
Ad Valorem Taxes				
Taxing Authority	Rate	Assessed Exemption Value Amount	Taxable Value	Taxes Levied
BOARD OF COUNTY COMMISSIONERS	8.0150	210,514 0	\$210,514	\$1,687.27
COLUMBIA COUNTY SCHOOL BOARD				
DISCRETIONARY	0.7480	210,514 0	\$210,514	\$157.47
LOCAL	4.5040	210,514 0	\$210,514	\$948.16
CAPITAL OUTLAY	1.5000	210,514 0	\$210,514	\$315.77
SUWANNEE RIVER WATER MGT DIST	0.4093	210,514 0	\$210,514	\$86.16
LAKE SHORE HOSPITAL AUTHORITY	0.9620	210,514 0	\$210,514	\$202.51
Total Millage		16.1383	Total Taxes \$3,397.34	
Non-Ad Valorem Assessments				
Code	Levying Authority			Amount
FFIR	FIRE ASSESSMENTS			\$53.74
Total Assessments				\$53.74
Taxes & Assessments				\$3,451.08
If Paid By			Amount Due	
			\$0.00	

Date Paid	Transaction	Receipt	Item	Amount Paid
11/30/2016	PAYMENT	2100942.0002	2016	\$3,313.04

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

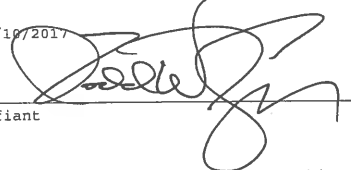
The Lake City Reporter
PO Box 1709
Lake City, FL 32056
Phone: 386-752-1293
Fax: 386-752-9400
Email: kriotto@lakecityreporter.com

AFFIDAVIT OF PUBLICATION

Legal Reference: CPA 0223
NOTICE OF PUBLIC HEARING

STATE OF FLORIDA
COUNTY OF COLUMBIA

Before the undersigned notary public personally appeared Todd L. Wilson, who on oath says that he is Publisher of the Lake City Reporter, a newspaper published at Lake City, Columbia County, Florida; confirms that the attached legal advertisement was published in the Lake City Reporter on the following date(s):

03/10/2017


Affiant

Sworn to and subscribed before me this 10th day of March, 2017



Kathleen A. Riotto, Notary Public

My commission expires August 20, 2018

 KATHLEEN A. RIOTTO
MY COMMISSION # FF 133405
EXPIRES August 20, 2018
Banded Thru Budget Notary Services

NOTICE OF PUBLIC HEARING CONCERNING AN AMENDMENT TO THE COLUMBIA COUNTY COMPREHENSIVE PLAN BY THE PLANNING AND ZONING BOARD OF COLUMBIA COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF COLUMBIA COUNTY, FLORIDA. NOTICE IS HEREBY GIVEN that, pursuant to Sections 168.3161, through 168.3248, Florida Statutes, as amended, and the Columbia County Land Development Regulations, as amended, hereinafter referred to as the Land Development Regulations, objections, recommendations and comments concerning the amendment, as described below, will be heard by the Planning and Zoning Board of Columbia County, Florida, serving also as the Local Planning Agency of Columbia County, Florida, at a public hearing on March 23, 2017, at 6:15 p.m., or as soon thereafter as the matter can be heard, in the School Board Administrative Complex located at 372 West Duval Street, Lake City, Florida, an application by Megan Carter of Legacy Engineering Solutions, Inc., agent for Gary Soransen, owner, to amend the Future Land Use Plan Map of the Comprehensive Plan by amending the future land use classification from RESIDENTIAL LOW DENSITY to COMMERCIAL for the property described, as follows: COMMENCE at the Northeast corner of Section 4, Township 4 South, Range 16 East, Columbia County, Florida and run North 89°36'03" West along the North line of said Section 4 a distance of 74.82 feet to a point on the Westerly Right-of-Way line of Pinemount Road (County Road 252), thence South 07°15'01" West along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 306.89 feet to the point of curve of a curve concave to the Northwest having a radius of 1105.82 feet and a central angle of 48°36'18", thence Southwesterly along the arc of said curve, being still said Westerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 880.27 feet, thence South 60°33'18" West still along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 134.16 feet to the POINT OF BEGINNING; thence North 46°21'12" West a distance of 485.27 feet; thence South 89°55'01" West a distance of 331.25 feet; thence South 00°04'59" East a distance of 547.23 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of Section 4; thence continue South 00°04'59" East a distance of 137.52 feet to a point on the Northerly Right-of-Way line of Pinemount Road (County Road 252), said point being a point on a curve concave to the North having a radius of 2241.83 feet and a central angle of 09°22'06"; thence Northerly along the arc of said curve a distance of 329.41 feet to a point on the South line of the North 1/2 of the Northeast 1/4 of Section 4; thence continue Northerly along the arc of said curve a distance of 37.15 feet to the point of tangency of said curve; thence North 60°33'18" East along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 400.65 feet to the POINT OF BEGINNING. Containing 6.81 acres, more or less.

A Portion of Tax Parcel Number 04-4s-16-02745-003.

The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing.

At the aforementioned public hearing, all interested parties may appear to be heard with respect to the amendment. Copies of the amendment are available for public inspection at the Office of the County Planner, County Administrative Offices located at 136 Northeast Hernando Avenue, Lake City, Florida, during regular business hours.

All persons are advised that if they decide to appeal any decision made at the above refer-

All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceeding should contact Lisa K. B. Roberts, at least seven (7) days prior to the date of the hearing. Ms. Roberts may be contacted by telephone at (386) 758-1005 or by Telecommunication Device for Deaf at (386) 758-2139.

324972
March 10, 2017

MOST ADS LESS THAN PER DAY

LAKE CITY REPORTER CLASSIFIED ADVANTAGE

Take Advantage of the Reporter Classifieds!

755-5440

Placing An Ad

You can call us at 755-5440, Monday through Friday from 8:00 a.m. to 5:00 p.m. ...

Table with columns: Ad to Appear, Call by, Email by. Rows for Tuesday, Wednesday, Thursday, Friday, Sunday.

Cancellations, Changes, and Billing Questions

Ad Errors: Please read your ad on the first day of publication. We accept responsibility for only the first incorrect insertion.

GARAGE SALE \$17.50 4 LINES • 3 DAYS Includes 2 Signs Each additional line \$1.65

LEGALS

NOTICE OF PUBLIC HEARING CONCERNING AN AMENDMENT TO THE COLUMBIA COUNTY COMPREHENSIVE PLAN BY THE PLANNING AND ZONING BOARD OF COLUMBIA COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF COLUMBIA COUNTY, FLORIDA. NOTICE IS HEREBY GIVEN that, pursuant to Sections 163.3161 through 163.3164, Florida Statutes, as amended, and the Columbia County Land Development Regulations, as amended, hereinafter referred to as the Land Development Regulations, objections, recommendations, and comments concerning the amendment, as described below, will be heard by the Planning and Zoning Board of Columbia County, Florida, serving also as the Local Planning Agency of Columbia County, Florida, at a public hearing on March 23, 2017 at 6:15 p.m., or as soon thereafter as the matter can be heard, in the School Board Administrative Complex located at 372 West Duval Street, Lake City, Florida.

LEGALS

ings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceeding should contact Lisa K. B. Roberts, at least seven (7) days prior to the date of the hearing. Ms. Roberts may be contacted by telephone at (386) 758-1005 or by Telecommunication Device for Deaf at (386) 758-2139.

LEGALS

Number (386) 752-037 and th extend o th interest o each, is as follows: Name: PENNIE R BERTRAM Extent of Interest: 51% by/s/ PENNIE R BERTRAM Name: JEFFREY C BERTRAM Extent of Interest: 49% by/s/ PENNIE R BERTRAM STATE OF FLORIDA COUNTY OF COLUMBIA Sworn to and subscribed before me this 10th day of MARCH A.D. 2017. 325694 March 10, 2017

LEGALS

ing and that no further notice concerning the matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing. AT the aforementioned public hearing, all interested parties may appear to be heard with respect to the special exception. Copies of the special exception are available for public inspection at the Office of the County Planner, County Administrative Complex located at 135 Northeast Hernandez Avenue, Lake City, Florida, during regular business hours. All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceeding should contact Lisa K. B. Roberts, at least seven (7) days prior to the date of the hearing. Ms. Roberts may be contacted by telephone at (386) 758-1005 or by Telecommunication Device for Deaf at (386) 758-2139.

LEGALS

All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceeding should contact Lisa K. B. Roberts, at least seven (7) days prior to the date of the hearing. Ms. Roberts may be contacted by telephone at (386) 758-1005 or by Telecommunication Device for Deaf at (386) 758-2139.

LEGALS

252) a distance of 400.85 feet to the POINT OF BEGINNING. Containing 6.81 acres, more or less. A Portion of Tax Parcel Number 04-48-16-02745-003 "The Public Hearings" may be continued to one or more future date. Any interested party shall be advised that the date, time and place of any continuation of the public hearings shall be announced during the public hearing, and that no further notice concerning the matters will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearings. AT the aforementioned public hearing, all interested parties may appear to be heard with respect to the amendment. Copies of the amendments are available for public inspection at the Office of the County Planner, County Administrative Offices located at 135 Northeast Hernandez Avenue, Lake City, Florida, during regular business hours. All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceeding should contact Lisa K. B. Roberts, at least seven (7) days prior to the date of the hearing. Ms. Roberts may be contacted by telephone at (386) 758-1005 or by Telecommunication Device for Deaf at (386) 758-2139.

305-GENERAL

SIGN ON BONUS Now hiring truck drivers. Must have CD wit Tanker endorsements, 1-2 years experience, 7 year MVR W pa per mile loaded and unloaded. For more information please contact William Davy Trucking at (912) 367-9160. Avalon Healthcare is seeking a part-time Dietary Cook/ Aide. Shift varies. Must be: -Experienced with quantity cooking -Able to follow recipes -Able to pass pre-employment screening Please apply in person at 1270 SW Main Blvd, Lake City, FL 32025. **CDL DRIVERS CLASS A** Warren Pine Straw Co is hiring CDL Class A Drivers. We offer a clean driving record Competitive pay. Drug Free Workplace. Contact: 386-935-0476 or email robin.warren@warrenstraw.com. Douglas & Simpson's 5 farms 5 temp farmworkers 4/28 2017-2/12/18 cultivate har vest boost Bloomfield K 81022 a hobb contract guarantees housing transportation, subsistence Tool an supplies provided at no cost to worker. Reimbursed 50% of contract or earlier. Appl. at nearest sw offic refer job # KY69976361 at swa office phone 502-564-7456. Experienced Block Truck & Ready-Mix Truck Drivers needed. Must have CDL Class B clean driving record. Apply at: Bell Concrete Products, 2480 N. US 129, Bell, FL. Homes of Merit is looking for "experienced" help in the following areas: Carpet installer, Exterior, Roof build, Cabinet builder, Painter, Finish finisher, Drywall, Electrical & Framar. Apply in person at: 1915 SE SR 100 Drug Free Workplace. Local company seeks full time employees with computer account receivable office experience. Email resume tnficojco@yahoo.com

*Posted
3-10-17
BNS*

**PUBLIC NOTICE:
NOTICE OF PUBLIC HEARING
BEFORE THE PLANNING & ZONING BOARD OF
COLUMBIA COUNTY, FLORIDA.**

BY THE PLANNING AND ZONING BOARD OF COLUMBIA COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF COLUMBIA COUNTY, FLORIDA, NOTICE IS HEREBY GIVEN that, pursuant to Sections 163.3161 through 163.3248, Florida Statutes, as amended, and the Columbia County Land Development Regulations, as amended, hereinafter referred to as the Land Development Regulations, objections, recommendations and comments concerning the amendment, as described below, will be heard by the **Planning and Zoning Board of Columbia County, Florida, serving also as the Local Planning Agency** of Columbia County, Florida, at a public hearings on **March 23, 2017 at 6:15 p.m.**, or as soon thereafter as the matter can be heard, in the School Board Administrative Complex located at 372 West Duval Street, Lake City, Florida.

CPA 0223, an application by Megan Carter of Legacy Engineering Solutions, Inc., agent for Gary Sorensen, owner, to amend the Future Land Use Plan Map of the Comprehensive Plan by amending the future land use classification from RESIDENTIAL, LOW DENSITY to COMMERCIAL for the property described, as follows:

COMMENCE at the Northeast corner of Section 4, Township 4 South, Range 16 East, Columbia County, Florida and run North 89°36'03" West along the North line of said Section 4 a distance of 74.82 feet to a point on the Westerly Right-of-Way line of Pinemount Road (County Road 252); thence South 07°15'01" West along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 306.89 feet to the point of curve of a curve concave to the Northwest having a radius of 1105.92 feet and a central angle of 45°36'19"; thence Southwesterly along the arc of said curve, being still said Westerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 880.27 feet; thence South 60°33'18" West still along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 134.16 feet to the POINT OF BEGINNING; thence North 46°21'12" West a distance of 485.27 feet; thence South 89°55'01" West a distance of 331.25 feet; thence South 00°04'59" East a distance of 547.23 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of Section 4; thence continue South 00°04'59" East a distance of 137.52 feet to a point on the Northerly Right-of-Way line of Pinemount Road (County Road 252), said point being a point on a curve concave to the North having a radius of 2241.83 feet and a central angle of 09°22'06"; thence Northerly along the arc of said curve a distance of 329.41 feet to a point on the South line of the North 1/2 of the Northeast 1/4 of Section 4; thence continue Northerly along the arc of said curve a distance of 37.15 feet to the point of tangency of said curve; thence North 60°33'18" East along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 400.65 feet to the POINT OF BEGINNING.

Containing 6.81 acres, more or less.

A Portion of Tax Parcel Number 04-4s-16-02745-003

At the aforementioned public hearing, all interested parties may appear to be heard with respect to the amendment.

Copies of the amendment are available for public inspection at the Office of the County Planner, County Administrative Offices located at 135 Northeast Hernando Avenue, Lake City, Florida, during regular business hours.

All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceeding should contact Lisa K. B. Roberts, at least seven (7) days prior to the date of the hearing. Ms. Roberts may be contacted by telephone at (386)758-1005 or by Telecommunication Device for Deaf at (386)758-2139.

**FOR MORE INFORMATION CONTACT BRANDON M.
STUBBS, COUNTY PLANNER AT (386) 754-7119**



THE LAKE CITY REPORTER

Lake City, Columbia County, Florida

Legal Copy
As Published

STATE OF FLORIDA,
COUNTY OF COLUMBIA,

Before the undersigned authority personally appeared Todd Wilson who on oath says that he is Publisher of the Lake City Reporter, a newspaper published at Lake City, Columbia County, Florida; that the attached copy of advertisement, being a

Legal
Notice of Enactment of Ordinances
in the matter of

in the Court, was published in said newspaper in the issues of April 7, 2017

Affiant further says that The Lake City Reporter is a newspaper published at Lake City in said Columbia County, Florida, and that the said newspaper has heretofore been continuously published in said Columbia County, Florida, and has been entered as second class mail matter at the post office in Lake City, in said Columbia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 7th day of April, 2017



MY COMMISSION # FF 123456
EXPIRES: August 20, 2018
Bonded Thru Budget Notary Service

Kathleen Kriotte
Notary Public

NOTICE OF ENACTMENT OF ORDINANCES BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
NOTICE IS HEREBY GIVEN that the ordinances, which titles hereinafter appear, will be considered for enactment by the Board of County Commissioners of Columbia County, Florida, at public hearings on April 20, 2017 at 5:30 p.m., or as soon thereafter as the matters can be heard, in the School Board Administrative Complex located at 372 West Duval Street, Lake City, Florida. Copies of said ordinances may be inspected by any member of the public at the Office of the County Manager, County Administrative Offices located at 135 Northeast Hernando Avenue, Lake City, Florida, during regular business hours. On the date, time and place first above mentioned, all interested persons may appear and be heard with respect to the ordinances. The title of said ordinances read, as follows:
ORDINANCE NO. 2017 - 4
AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 91-8, THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED, RELATING TO AN AMENDMENT OF TEN OR LESS ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED, PURSUANT TO AN APPLICATION, CPA 0223, BY THE PROPERTY OWNER, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3246, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL LOW DENSITY TO COMMERCIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.
The public hearings may be continued to one or more future date. Any interested party shall be advised that the date, time and place of any continuation of the public hearings shall be announced during the public hearings and that no further notice concerning the matters will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearings.
All persons are advised that, if they decide to appeal any decisions made at the public hearings, they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings are made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceeding should contact Lisa K. E. Roberts, at least seven (7) days prior to the date of the hearing. Ms. Roberts may be contacted by telephone at (386) 758-1005 or by Telecommunication Device for Deaf at (386) 758-2139.
331939
April 7, 2017



LAKE CITY REPORTER CLASSIFIED ADVANTAGE

Take Advantage of the Reporter Classifieds! 755-5440

General Information Advertising copy is subject to approval by the Publisher who reserves the right to edit, reject, or classify all advertisements under appropriate headings.

Placing An Ad

You can call us at 755-5440, Monday through Friday from 8:00 a.m. to 5:00 p.m. Some people prefer to place their classified ads in person, and some ad categories will require prepayment.

Table with columns: Ad to Appear, Call by, Email by. Rows include Tuesday, Wednesday, Thursday, Friday, and Sunday with corresponding times.

Cancellations, Changes, and Billing Questions

Ad Errors: Please read your ad on the first day of publication. We accept responsibility for only the first incorrect insertion, and only the charge for the ad space in error.

GARAGE SALE \$17.50 4 LINES • 3 DAYS Includes 2 Signs Each additional line \$1.65

LEGALS

THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT IN AND FOR COLUMBIA COUNTY, FLORIDA, GENERAL JURISDICTION DIVISION CASE NO. 15000158CAAXMX WILLINGTON TRUS NA SUCCESSOR TRUSTEE TO CITIBANK NA A TRUSTEE STEARN ALT. TRUS 2006- MORTGAG PASS THROUGH CERTIFICATES SERIES 2006-7, Plaintiff,

LEGALS

hearin o voic impaired call 711. Dated this 30t day of March, 2017. P. Dewitt Cason As Clerk of the Court By: /s/ F. Quiles As Deputy Clerk 330963 April 7, 14, 2017

LEGALS

PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF THE OR LESS ACRES OF LAND TO THE FUTURE LAND USE PLAT MAP O TH COLUMBI COUNTY COMPREHENSIVE PLAN. A AMENDED, PURSUANT TO AN APPLICATION, CPA 0223, BY THE PROPERTY OWNER, UNDER THE AMENDED PROCEDURES ESTABLISHED IN SECTION 163.3248 FLORIDA STATUTES AS AMENDED PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL, LOW DENSITY TO COMMERCIAL LIGHT INDUSTRIAL LANDS WITH THE UNINCORPORATED ARE OF COLUMBI COUNTY FLORIDA; PROVIDING SEVERABILITY REPEAL AN ORDINANCES IN CONFLICT AN PROVIDING AN EFFECTIVE DATE.

LEGALS

COLUMBI County Florida, Probate Division, the address of which is PO Box 2089, Lake City, FL 32056. The names and addresses of the personal representative and the personal attorney are set forth below. All creditors of the decedent and other persons having claim or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATE OF 3 MONTHS AFTER THE DATE OF FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE.

LEGALS

Osceola National Forest, 24874 US Highway 90 Sanderson, FL 32875-2577. This office business hour for those submitting hand-delivered comments are: 8:00 am to 4:30 pm Monday through Friday, excluding on holidays. Electronic comment must be submitted in common digital format such as email message, plain text (.txt), rich text format (.rtf), or Word (.doc, .docx) to comments-southwest-florida-osceola@fs.fed.us. For objection eligibility, each individual or representative from each entity submitting timely and specific written comments regarding this proposed project or activity must either sign the comments or verify identity upon request.

LEGALS

SUWANNEE RIVE WATE MANAGEMENT DISTRICT PUBLIC NOTICE OF APPLICATION Notice is hereby given that pursuant to Chapter 373 Florida Statutes, the following application for permit was received on March 28, 2017. Kevin Kirby, of Columbia County Board of County Commissioners, has submitted an Environmental Resource Permit (ERP) application number ERP-102-206073-2. The project is located in Columbia County Sections: 10 and 15, Township: 4 South, Range: 16 East, and includes 7 acres. The ERP application is for the widening and paving of SW Callahan Avenue. The total amount of impervious proposed by this project is 1.25 acres.

Advertisement for Mission One Homeseller. Features the text 'Mission One' in a large font, 'Finding your new home made easy.', and 'North Florida HOMESSELLER'. At the bottom, it says 'Homes • Land • Commercial'.

*Posted
4-20-17
BMS*

PUBLIC NOTICE: NOTICE OF ENACTMENT OF AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA.

NOTICE IS HEREBY GIVEN that the ordinances, which titles hereinafter appear, will be considered for enactment by the **Board of County Commissioners** of Columbia County, Florida, at public hearings on **April 20, 2017 at 5:30 p.m.**, or as soon thereafter as the matters can be heard, in the School Board Administrative Complex located at 372 West Duval Street, Lake City, Florida. Copies of said ordinances may be inspected by any member of the public at the Office of the County Manager, County Administrative Offices located at 135 Northeast Hernando Avenue, Lake City, Florida, during regular business hours. On the date, time and place first above mentioned, all interested persons may appear and be heard with respect to the ordinances. The title of said ordinances read, as follows:

ORDINANCE NO. 2017-4

AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 91-6, THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF TEN OR LESS ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED, PURSUANT TO AN APPLICATION, CPA 0223, BY THE PROPERTY OWNER, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL, LOW DENSITY TO COMMERCIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

At the aforementioned public hearing, all interested parties may appear to be heard with respect to the amendment.

Copies of the amendment are available for public inspection at the Office of the County Planner, County Administrative Offices located at 135 Northeast Hernando Avenue, Lake City, Florida, during regular business hours.

All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceeding should contact Lisa K. B. Roberts, at least seven (7) days prior to the date of the hearing. Ms. Roberts may be contacted by telephone at (386)758-1005 or by Telecommunication Device for Deaf at (386)758-2139.

**FOR MORE INFORMATION CONTACT
BRANDON M. STUBBS, COUNTY PLANNER AT
(386) 754-7119**





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: April 10, 2017 Meeting Date: April 20, 2017

Name: Brandon M. Stubbs Department: Building And Zoning

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Z 0571 - Ordinance 2017-5 - A request by Megan Carter of Legacy Engineering Solutions, Inc., agent for Gary Sorensen, owner, to amend the Official Zoning Atlas of the Land Development Regulations by amending the zoning district from RURAL RESIDENTIAL ("RR") to COMMERCIAL, GENERAL ("CG") for a portion of Tax Parcel 04-4s-16-02745-003. The Planning & Zoning Board held a public hearing on March 23, 2017 and voted 4-0 to recommend approval of the proposed amendment to the Board of County Commissioners. District 3 - Nash

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

ORDINANCE NO. 2017-5

AN ORDINANCE OF COLUMBIA COUNTY FLORIDA, AMENDING ORDINANCE NO. 98-1 COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO AN AMENDMENT OF LESS THAN TEN CONTIGUOUS ACRES OF LAND TO THE OFFICIAL ZONING ATLAS OF THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED PURSUANT TO AN APPLICATION, Z 0571 BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM RURAL RESIDENTIAL ("RR") TO COMMERCIAL GENERAL ("CG") OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY FLORIDA PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.01, Florida Statutes, as amended, empower the Board of County Commissioners of Columbia County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare and adopt land development regulations;

WHEREAS Section 163.316 to 163.3248 Florida Statutes as amended, the Community Planning Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water;

WHEREAS an application for an amendment as describe below has been filed with the County;

WHEREAS, the Planning and Zoning Board of Columbia County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Columbia County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174 Florida Statutes as amended and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrent Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS pursuant to Section 125.66 Florida Statutes as amended, the Board of County Commissioners, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrent Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, Z 0571, by Megan Carter of Legacy Engineering Solutions, Inc., agent for Gar Sorensen, owner, to amend the Official Zoning Atlas of the Land Development Regulations by amending the zoning district of certain lands, the zoning district is hereby amended

from RURAL RESIDENTIAL ("RR") to COMMERCIAL, GENERAL ("CG") for the property described, as follows:

COMMENC at th Northeas corner o Sectio 4 Townshi South Rang 1 East Columbi County, Florida and run North 89°36'03" West along the North line of said Section 4 a distance of 74.8 feet t a poin o the Westerly Right-of-Way line of Pinemoun Road (Count Road 252) thence Sout 07°15'01" Wes alon sai Westerl Right-of-Wa lin of Pinemoun Roa (Count Road 252) a distance of 306.89 feet to the point of curve of a curve concave to the Northwest having a radius of 1105.92 feet and a central angle of 45°36'19"; thence Southwesterly along the arc of said curve, being still said Westerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 880.2 feet thenc Sout 60°33'18" Wes still alon sai Westerl Right-of-Wa line o Pinemount Road (County Road 252) a distance of 134.16 feet to the POINT OF BEGINNING; thence North 46°21'12" West a distance of 485.27 feet; thence South 89°55'01" West a distance of 331.25 feet; thence South 00°04'59" East a distance of 547.23 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of Section 4; thence continue South 00°04'59" East a distance of 137.52 feet to a point o th Northerl Right-of-Way line o Pinemoun Road (Count Road 252), sai poin being a point on a curve concave to the North having a radius of 2241.83 feet and a central angle of 09°22'06"; thence Northerly along the arc of said curve a distance of 329.41 feet to a point on the South line of the North 1/2 of the Northeast 1/4 of Section 4; thence continue Northerly along the ar o sai curve a distance of 37.1 feet t th poin of tangenc o sai curve; thenc Nort 60°33'18" Eas alon sai Northerly Right-of-Wa lin of Pinemoun Roa (Count Roa 252 a distance of 400.65 feet to the POINT OF BEGINNING.

Containing 6.81 acres, more or less.

A Portion of Tax Parcel Number 04-4s-16-02745-003

Section 2 Severability If an provision or portion o thi ordinanc i declare b an cour of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3 Conflict Al ordinance o portions o ordinances in conflict wit this ordinance ar hereby repealed to the extent of such conflict.

Section 4 Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners.

Section 5 Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florid Statutes, a amended, an Section 163.316 throug 163.3248, Florida Statutes as amended.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this 20th day of April 2017.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
COLUMBIA COUNTY, FLORIDA

P. DeWitt Cason, County Clerk

Ronald Williams, Chairman

RESOLUTION NO. PZ/LPA Z 0571

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF COLUMBIA COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF COLUMBIA COUNTY, FLORIDA, RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, APPROVAL OF THE REZONING OF TEN OR LESS CONTIGUOUS ACRES OF LAND TO THE OFFICIAL ZONING ATLAS OF THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION BY THE PROPERTY OWNERS OF SAID ACREAGE; PROVIDING FOR REZONING FROM RURAL RESIDENTIAL ("RR") to COMMERCIAL, GENERAL ("CG") OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Columbia County Land Development Regulations, as amended, hereinafter referred to as the Land Development Regulations, empowers the Planning and Zoning Board of Columbia County, Florida, hereinafter referred to as the Planning and Zoning Board, to recommend to the Board of County Commissioners of Columbia County, Florida, hereinafter referred to as the Board of County Commissioners, approval or denial of amendments to the Land Development Regulations, in accordance with said regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empower the Local Planning Agency of Columbia County, Florida, hereinafter referred to as the Local Planning Agency, to recommend to the Board of County Commissioners, approval or denial of amendments to the Land Development Regulations, in accordance with said statute;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board has been designated as the Local Planning Agency;

WHEREAS, pursuant to the Land Development Regulations and Section 163.3174, Florida Statutes, as amended, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Planning and Zoning Board, serving also as the Local Planning Agency, has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; and

WHEREAS, the Planning and Zoning Board, serving also as the Local Planning Agency, has studied and considered the items enumerated in Section 16.2.2 of the Land Development Regulations and based upon said study and consideration has determined and found that:

- a. The proposed change will be in conformance with the Comprehensive Plan and would not have an adverse effect on the Comprehensive Plan;
- b. The proposed change is compatible with the existing land use pattern in the area;
- c. The proposed change will not create an isolated district unrelated to adjacent and nearby districts;
- d. The proposed change will not result in a population density pattern and increase or overtaxing of the load on public facilities such as schools, utilities and streets;
- e. The proposed district boundaries are not illogically drawn in relation to existing conditions on the property proposed for change;

- f. The proposed change will not adversely influence living conditions in the neighborhood;
- g. The proposed change will not create or excessively increase traffic congestion or otherwise affect public safety;
- h. The proposed change will not create a drainage problem;
- i. The proposed change will not seriously reduce light and air to adjacent areas;
- j. The proposed change will not adversely affect property values in the adjacent area;
- k. The proposed change will not be a deterrent to the improvement or development of adjacent property in accord with existing regulations;
- l. The proposed change will not constitute a grant of special privilege to an individual owner as contrasted with the public welfare; and
- m. The proposed change is not out of scale with the needs of the neighborhood or the County.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING BOARD OF COLUMBIA COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF COLUMBIA COUNTY, FLORIDA, THAT:

Section 1. Pursuant to an application, Z 0571, an application by Megan Carter of Legacy Engineering Solutions, Inc., agent for Gary Sorensen, owner, to amend the Official Zoning Atlas of the Land Development Regulations by amending the zoning district of certain lands, the Planning and Zoning Board, serving also as the Local Planning Agency, recommends to the Board of County Commissioners that the zoning district be amended from RURAL RESIDENTIAL ("RR") to COMMERCIAL, GENERAL ("CG") for the property described, as follows:

COMMENCE at the Northeast corner of Section 4, Township 4 South, Range 16 East, Columbia County, Florida and run North 89°36'03" West along the North line of said Section 4 a distance of 74.82 feet to a point on the Westerly Right-of-Way line of Pinemount Road (County Road 252); thence South 07°15'01" West along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 306.89 feet to the point of curve of a curve concave to the Northwest having a radius of 1105.92 feet and a central angle of 45°36'19"; thence Southwesterly along the arc of said curve, being still said Westerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 880.27 feet; thence South 60°33'18" West still along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 134.16 feet to the POINT OF BEGINNING; thence North 46°21'12" West a distance of 485.27 feet; thence South 89°55'01" West a distance of 331.25 feet; thence South 00°04'59" East a distance of 547.23 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of Section 4; thence continue South 00°04'59" East a distance of 137.52 feet to a point on the Northerly Right-of-Way line of Pinemount Road (County Road 252), said point being a point on a curve concave to the North having a radius of 2241.83 feet and a central angle of 09°22'06"; thence Northerly along the arc of said curve a distance of 329.41 feet to a point on the South line of the North 1/2 of the Northeast 1/4 of Section 4; thence continue Northerly along the arc of said curve a distance of 37.15 feet to the point of tangency of said curve; thence North 60°33'18" East along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 400.65 feet to the POINT OF BEGINNING.

Containing 6.81 acres, more or less.

A Portion of Tax Parcel Number 04-4s-16-02745-003

Section 2. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption.

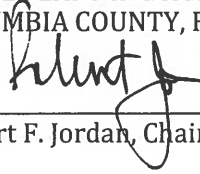
PASSED AND DULY ADOPTED, in special session with a quorum present and voting, by the Planning and Zoning Board, serving also as the Local Planning Agency, this 23rd day of March 2017.

PLANNING AND ZONING BOARD OF
COLUMBIA COUNTY, FLORIDA,
SERVING ALSO AS THE
LOCAL PLANNING AGENCY OF
COLUMBIA COUNTY, FLORIDA

Attest:



Brandon M. Stubbs, Secretary to the
Planning and Zoning Board



Robert F. Jordan, Chairman



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

**Planning & Zoning Board Hearing Date:
Quasi-Judicial Hearing**

March 23, 2017

SUBJECT: Z 0571 - A request to amend the Official Zoning Atlas from Rural Residential ("RR" to Commercial, General ("CG" on a approximate 6.81 acre subject property.

APPLICANT/AGENT: Megan Carter of Legacy Engineering Solutions, Inc.

PROPERTY OWNER(S): Gary Sorensen

LOCATION: North of SW County Road 252 (Pinemount Rd), Westwood Acres, and Single Family Residential; South of Grace Life Church of Lake City, Cypress Lak Subdivision, and Single Famil Residential; East of Single Family Residential; West of SW County Road 252 (Pinemount Rd), Pinemount Village, and SW Deputy J Davis Lane; Columbia County, Florida.

PARCEL ID NUMBER(S): 04-4s-16-02745-003

ACREAGE: ±6.81 acres

EXISTING FLUM Residential, Low Density

PROPOSED FLUM Commercial

EXISTING ZONING Rural Residential ("RR")

PROPOSED ZONING Commercial, General ("CG")

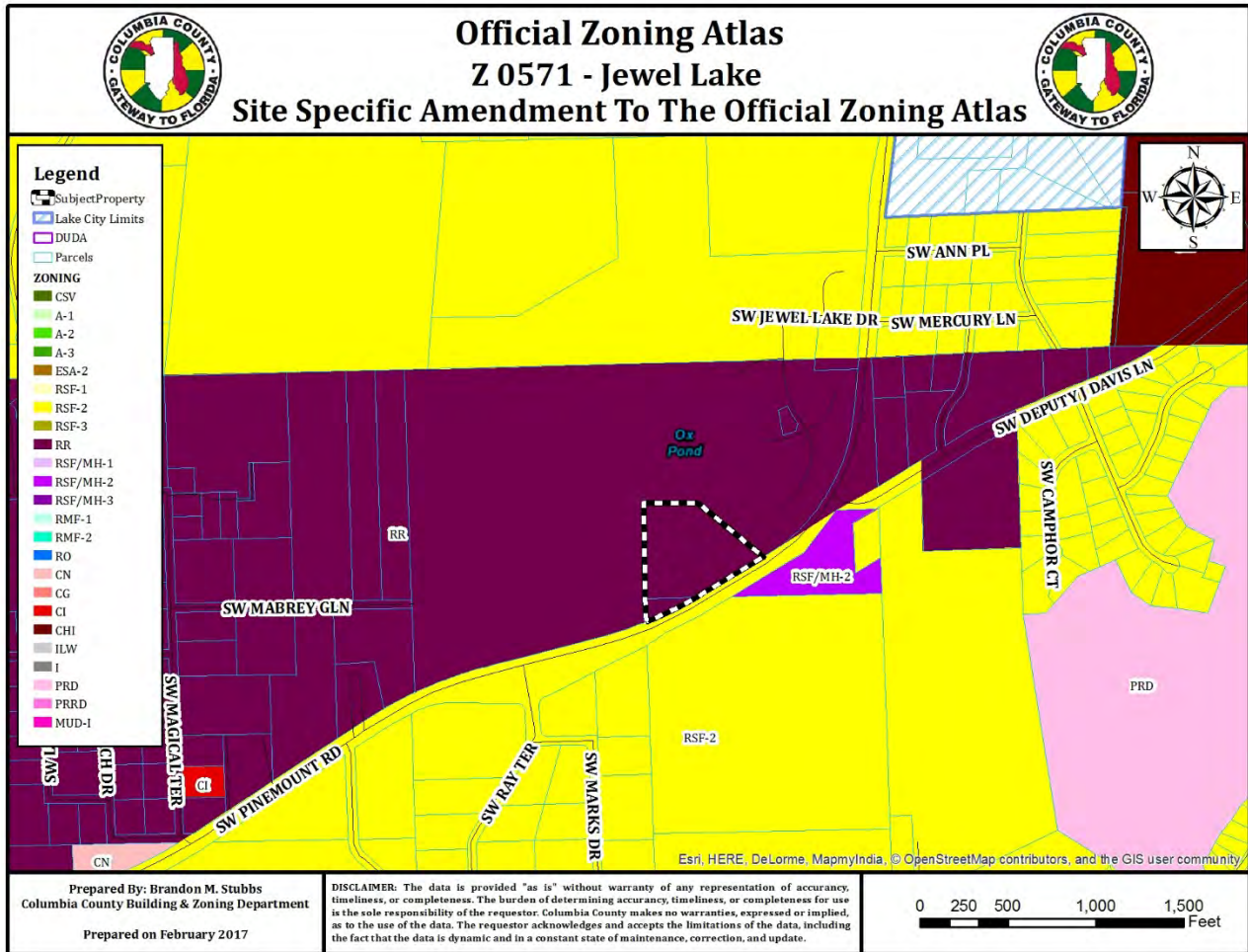
PROJECT PLANNER: Brandon M. Stubbs

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

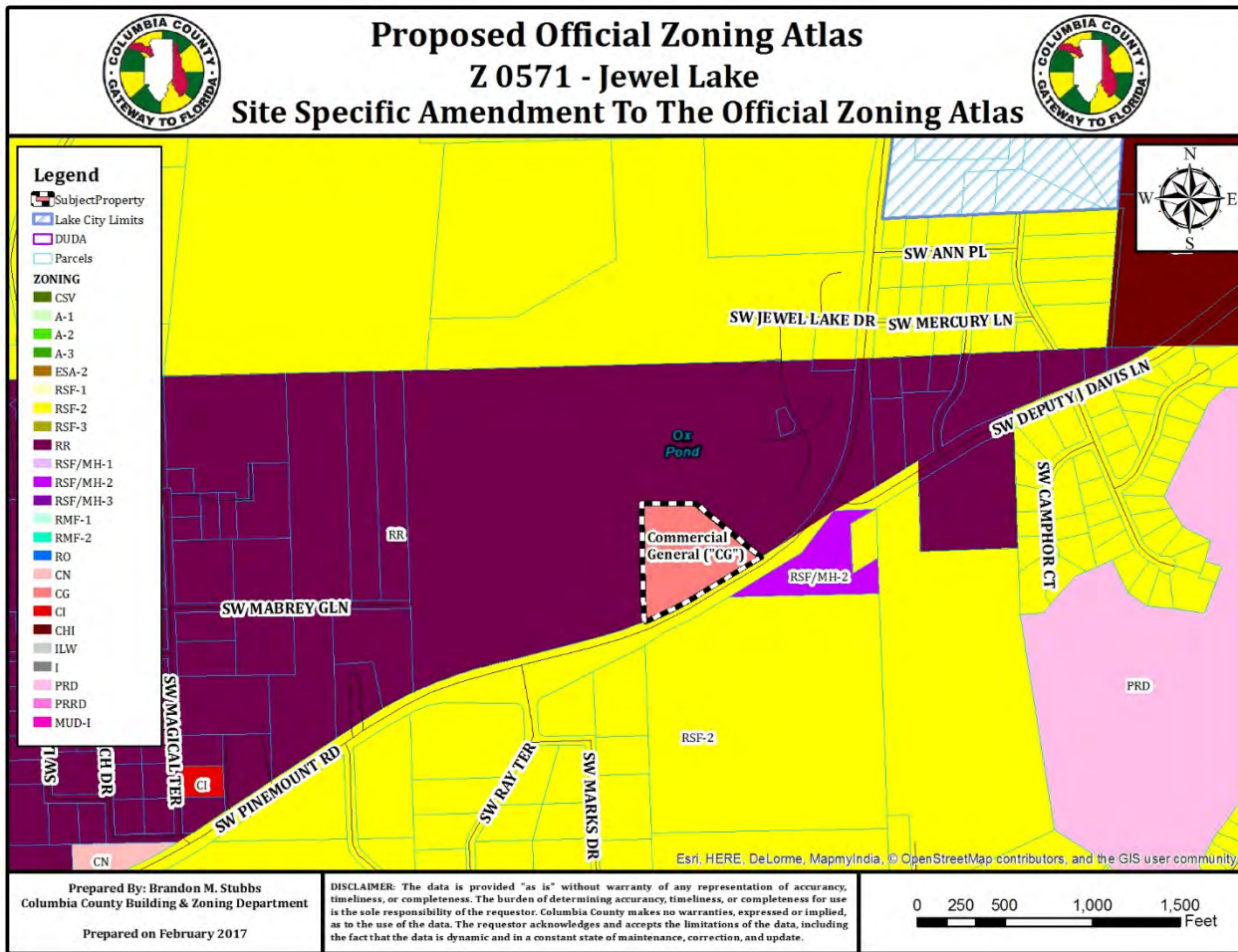
SUMMARY

The proposed Site Specific Amendment to the Official Zoning Atlas ("rezoning") would amend the zoning of ±6.81 acres from Rural Residential ("RR") to Commercial General ("CG"). The subject property is currently vacant. The applicant also has applied for a companion amendment to the Future Land Use Map ("FLUM") of the Comprehensive Plan (CPA 0223).

Map 1. Official Zoning Atlas with Subject Property



Map 2. Proposed Official Zoning Atlas with Subject Property



The Commercial, General (“CG” Zoning District) is described as follows in Section 4.13 of the Land Development Regulations (“LDRs”):

“The “CG” Commercial, General category includes one zone district: CG. This district is intended for general retail commercial, office and service activities which serve a market area larger than a neighborhood. While some of the same types of uses are found in CN areas, the CG areas are generally greater in scale and intensity. Businesses in this category require locations convenient to automotive traffic and ample off-street parking is required; however, pedestrian traffic may also be found in this district. This district is not suitable for highly automotive-oriented uses and shall be located within designated urban development areas as defined by the county’s comprehensive plan.”

ZONING DISTRICT COMPARISON

	Existing District	Proposed District
Zoning District:	Rural Residential ("RR")	Commercial, General ("CGI")
Max. Gross Density:	One (1) Dwelling Units per acre	N/A
Minimum Lot Area	One (1) Acre	None
Floor Area Ratio:	0.20	0.25
Typical Uses*:	Single Family Dwellings; Mobile Homes; Agriculture Activities (On 3.5 acres or more); Processing, Storage, and Sale of Agricultural Products (Raised on premise); Plant Nurseries; Homes of Six or Fewer Residents which Otherwise Meet the Definition of "Community Residential Facility"; Public Elementary and Middle Schools; Churches and other Houses of Worship	Retail Commercial Outlets; Service Establishments; Medical or Dental Offices, Clinics, and Laboratories; Business and Professional Offices; Banks and Financial Institutions; Commercial Recreation Facilities; Hotels and Motels; Dry Cleaning and Laundry Package Plants; Churches and other House of Worship; Art Galleries; Private Club and Lodges; Recovery Homes; Residential Treatment Facilities; Automotive Service Station; Public and Private Schools;
<i>* The typical uses identified above is not intended to be a complete list of permitted uses, may be subject to use-specific standards which may not be met by the subject property, and may not reflect the actual requirements to which potential development may be subject.</i>		

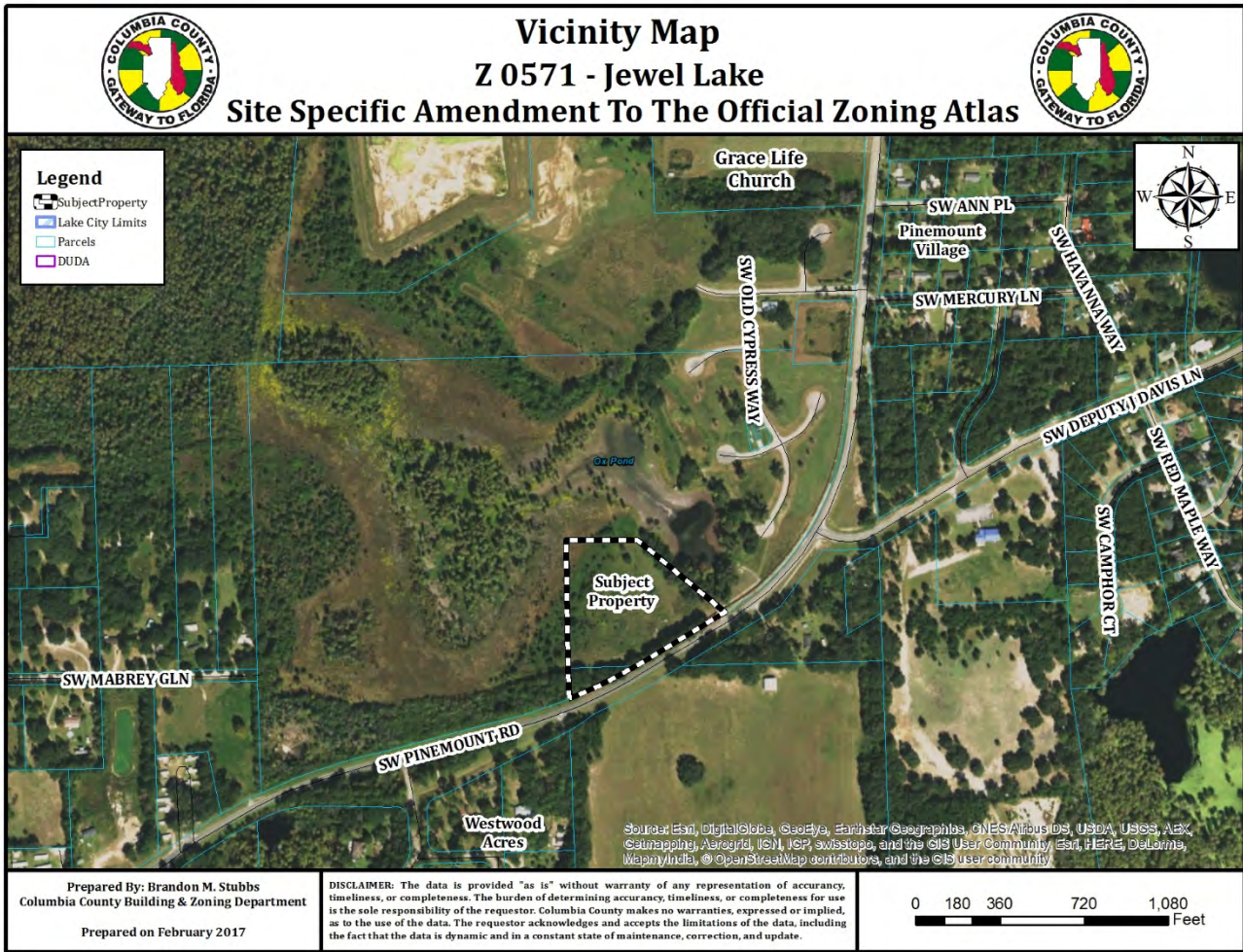
SURROUNDING USES

The existing uses, Future Land Use Map ("FLUM") Designations, and zone districts of the surrounding area are identified in Table 1. Map 2 provides an overview of the vicinity of the subject property.

Table 1. Surrounding Land Uses

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Grace Life Church/Cypress Lake Subdivision/Single Family Residential	Residential, Low Density	Rural Residential ("RR")/Residential, Single Family-2 ("RSF-2")
South	SW County Road 252 (Pinemount Rd)/ Westwood Acres/Single Family Residential	Residential, Low Density	Residential, Single Family-2 ("RSF-2")
East	SW County Road 252 (Pinemount Rd)/Pinemount Village/Single Family Residential/SW Deputy J. Davis Lane	Residential, Low Density	Rural Residential ("RR")/Residential, Single Family-2 ("RSF-2")/ Residential, Single Family/Mobile Home-2 ("RSF/MH-2")
West	Single Family Residential	Residential, Low Density	Rural Residential ("RR")/Residential, Single Family-2 ("RSF-2")

Map 3. Vicinity Map



CONSISTENCY WITH THE COMPREHENSIVE PLAN

The applicant proposes a zoning designation that is consistent with the proposed Future Land Use Map (“FLUM”) Designation. Below is a chart of the existing FLUM Designation and the proposed corresponding Zoning Designation consistent with said proposed FLUM Designation.

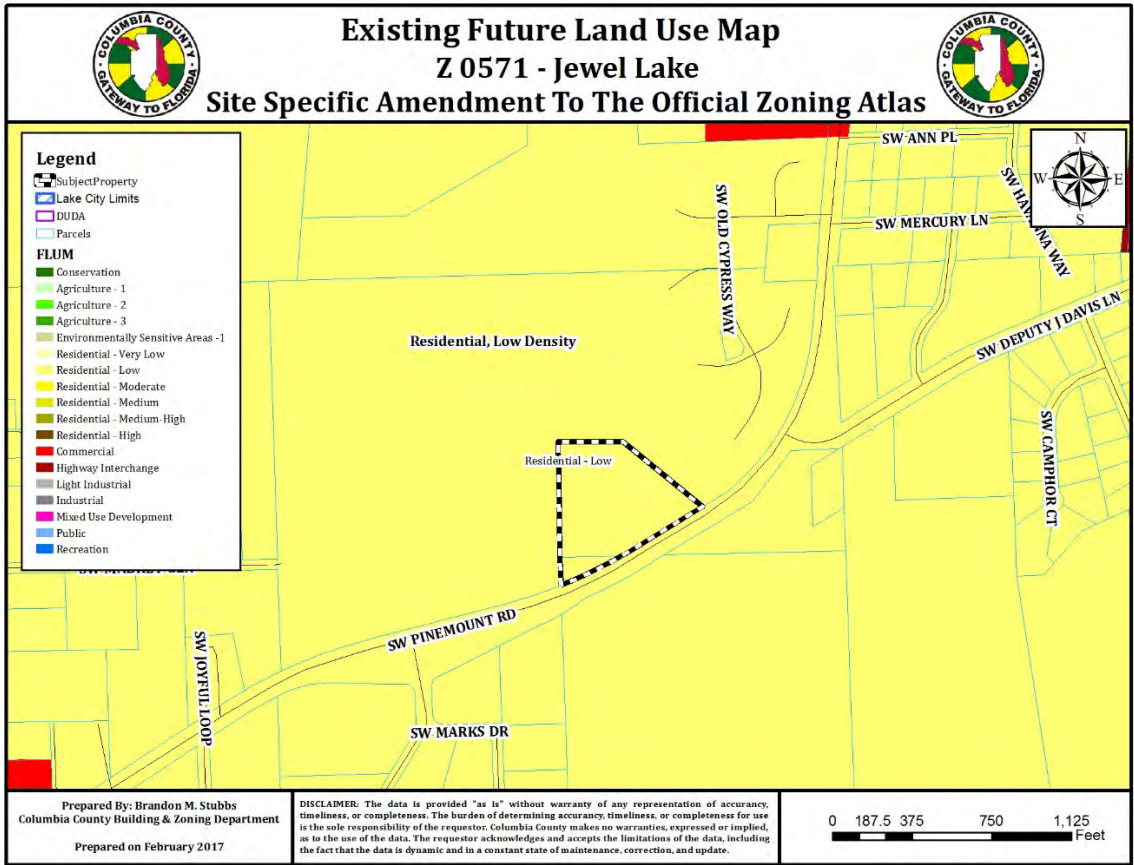
Table 2. Zoning Consistency with Underlying Future Land Use Map Designation

Existing FLUM Designation	Proposed FLUM Designation	Existing Zoning Designation	Proposed Zoning Designation	Consistent
Residential, Low Density	Commercial	Rural Residential (“RR”)	Commercial General (“CG”)	✓

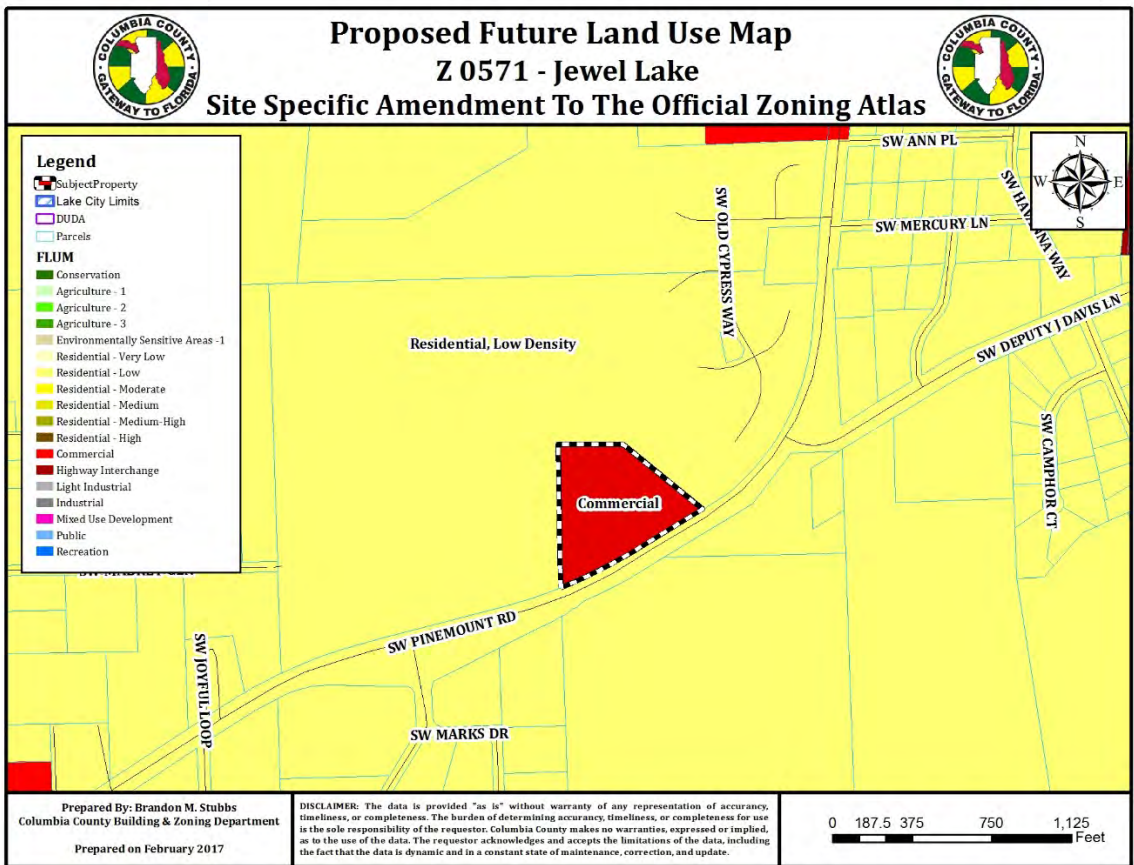
The following Comprehensive Plan Elements have Goals, Objectives, and Policies (GOPs) that support the proposed Site Specific Amendment to the Official Zoning Atlas:

- Future Land Use Element
- Transportation Element
- Sanitary Sewer, Solid Waste, Drainage, Potable Water, & Natural Groundwater Aquifer Recharge Element
- Capital Improvements Element

Map 4. Existing Future Land Use Map



Map 5. Proposed Future Land Use Map



Staff has reviewed the application for a Site Specific Amendment to the Official Zoning Atlas for consistency with the Comprehensive Plan and finds the application consistent with the Comprehensive Plan and the Goals, Objectives, and Policies (GOPs) therein.

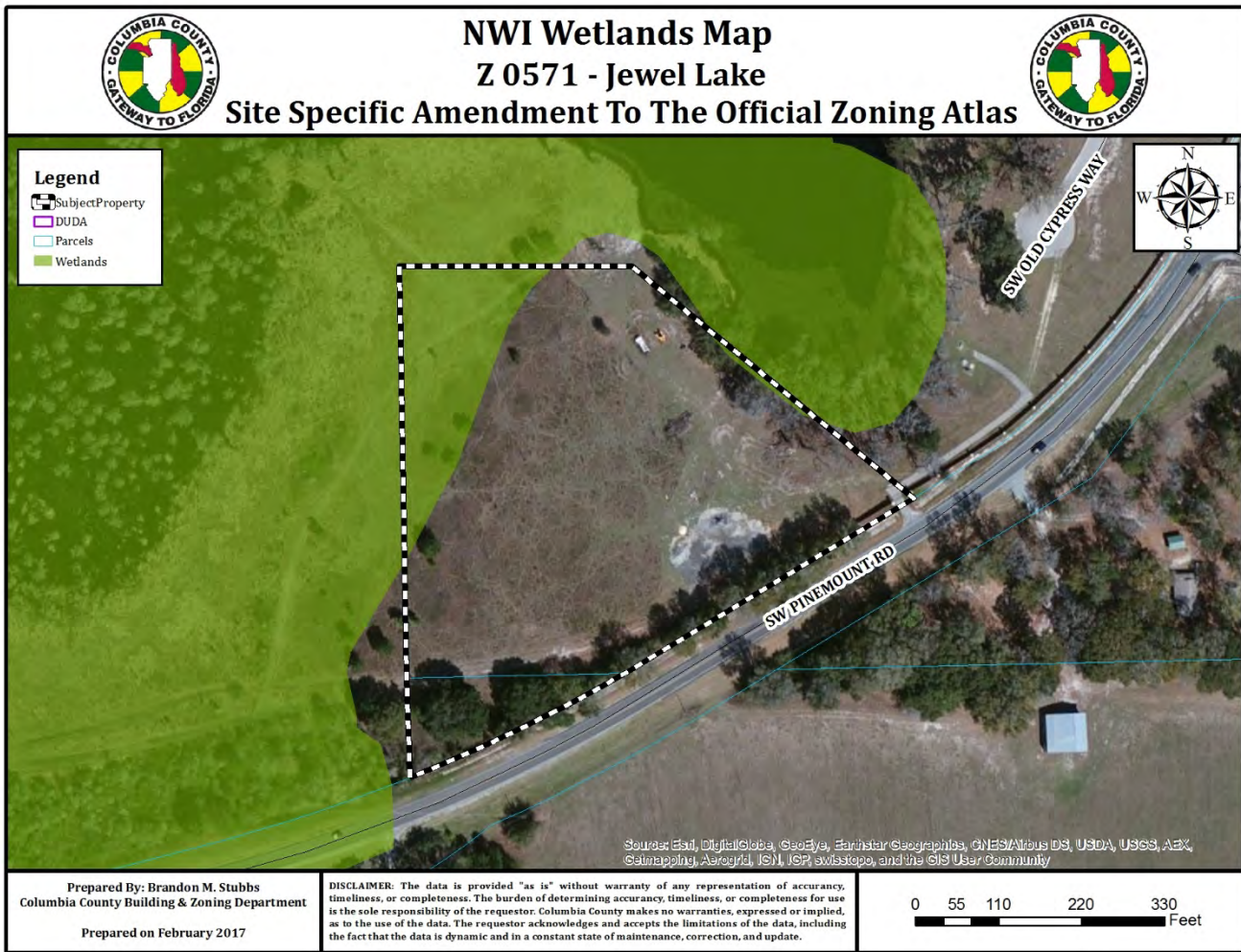
ENVIRONMENTAL CONDITIONS ANALYSIS

Wetlands

According to Illustration A-VI of the Comprehensive Plan, entitled Wetlands Areas, which is based upon the National Wetlands Inventory, dated 1987, and the National Wetlands Reconnaissance Survey, dated 1981, there are wetlands located on a portion of the subject property.

Evaluation: During site and development review, the wetlands will be evaluated and protected. Section 4.13.7 of the Land Development Regulations (“LDRs”) require a minimum 35-foot natural buffer from all wetlands. Therefore, there are no issues related to wetland protection.

Map 6. Wetlands Map



Soil Survey

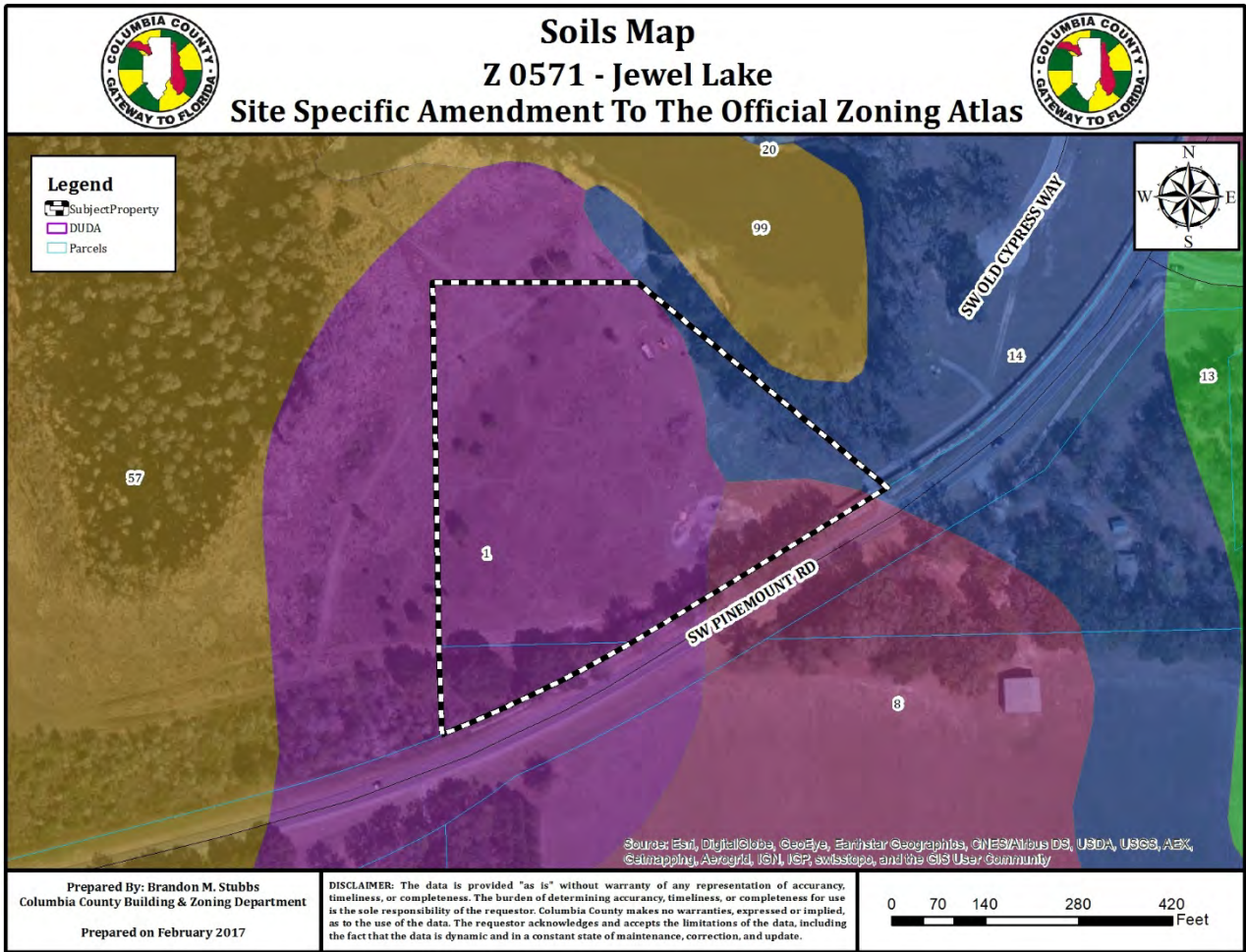
Each soil type found on the subject property is identified below. The hydrologic soil group is an indicator of potential soil limitations. The hydrologic soil group, as defined for each specific soil, refers to a group of soils which have been categorized according to their runoff-producing characteristics. These hydrologic groups are defined by the Soil Survey of Columbia County, Florida, dated October 1984. The chief consideration with respect to runoff potential is the capacity of each soil to permit infiltration (the slope and kind of plant cover are not considered, but are separate factors in predicting runoff). There are four hydrologic groups: A, B, C, and D. "Group A" soils have a higher infiltration rate when thoroughly wet and therefore have a lower runoff potential. "Group D" soils have very lower infiltration rates and therefore a higher runoff potential.

There are three (3) soil types found on the subject property:

- 1) Albany fine sand soil (0 to 5 percent slope) are somewhat poorly drained, nearly level to gently sloping soils on broad flat bordering poorly defined drainageway and in undulating areas. The surface and subsurface layers are comprised of fine sand to a depth of 55 inches. The subsoil layer is comprised of sandy clay loam to a depth of 80 inches or more. Albany fine sand soils (0 to 5 percent slope) have severe limitations for building site development and for septic tank absorption fields.
- 2) Blanton fine sand soil (0 to 5 percent slopes) are moderately well drained, nearly level to gently sloping soils on broad ridge and undulating side slopes. The surface and subsurface layers are comprised of fine sand to a depth of 52 inches. The subsoil layer is comprised of fine sandy loam to a depth of 80 inches. Blanton fine sand soils (0 to 5 percent slopes) have slight limitations for building site development and moderate limitations for septic tank absorption fields.
- 3) Bonneau fine sand soils (5 to 8 percent slopes) are moderately well drained, sloping soils on short hillsides in the uplands. The surface and subsurface layers are comprised of fine sand to a depth of 23 inches. The subsoil layer is comprised of sandy clay loam to a depth of 80 inches or more. Bonneau fine sand soil (5 to 8 percent slopes) have slight limitations for building site development and moderate limitations for septic tank absorption fields.

Evaluation: The soil type predominantly found on the subject property is Albany Fine Sand. Albany Fine Sand poses severe limitations for building development and severe limitations for septic tank absorption field. During the site and development plan process, the applicant will have to accommodate for soils types and stormwater. At this time, there are no issues related to soil suitability.

Map 7. Soils Map

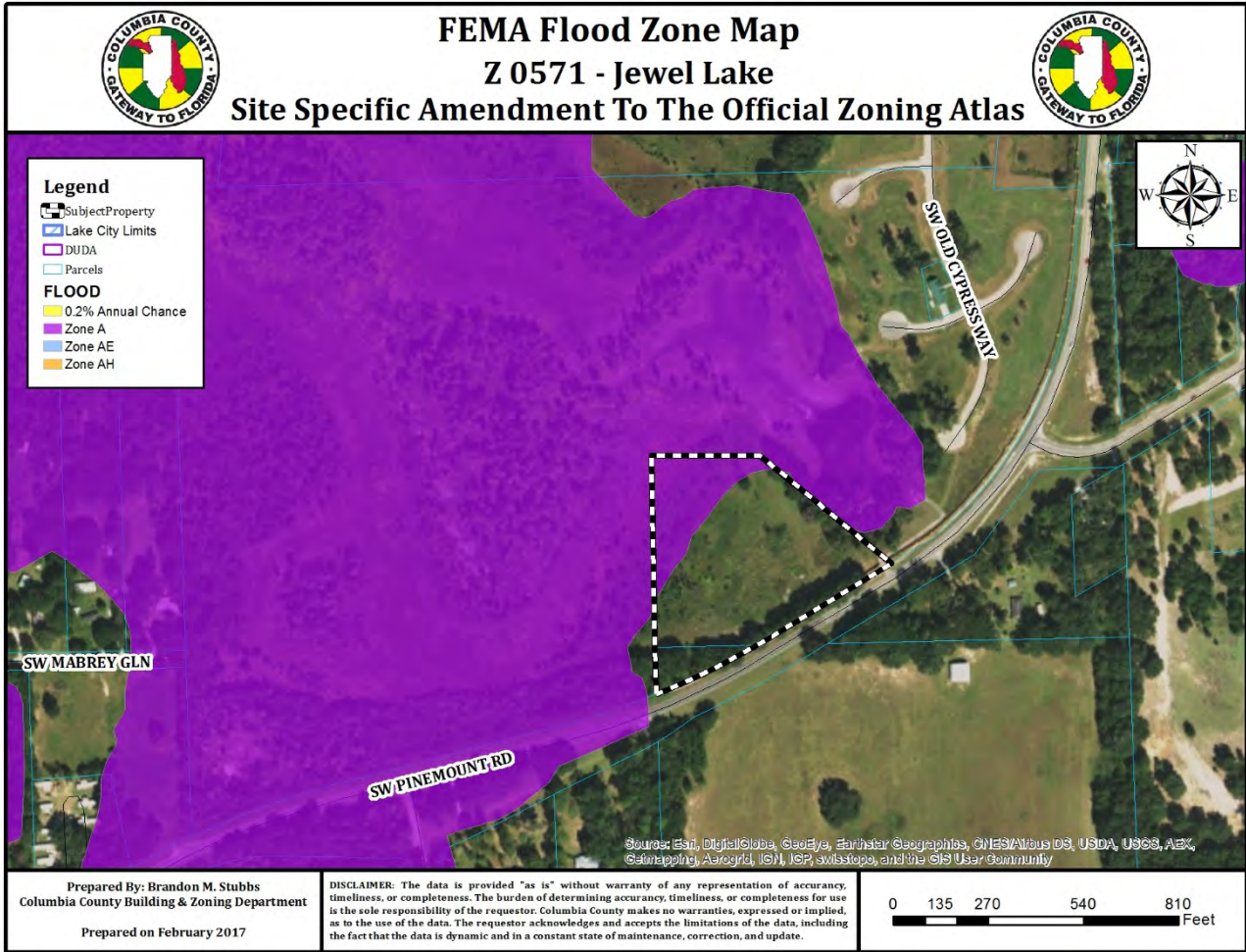


Flood Potential

Panel 0290C of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Series, dated February 4, 2009, indicates that the subject property is in Flood Zone "A" (areas subject to one-percent annual chance of flood) and Flood Zone "X" (areas determined to be outside of the 500-year floodplain).

Evaluation: Being most of the subject property is located in Flood Zone "X", there is no concern of flood on the subject property.

Map 8. FEMA FIRM Map (Flood Map)

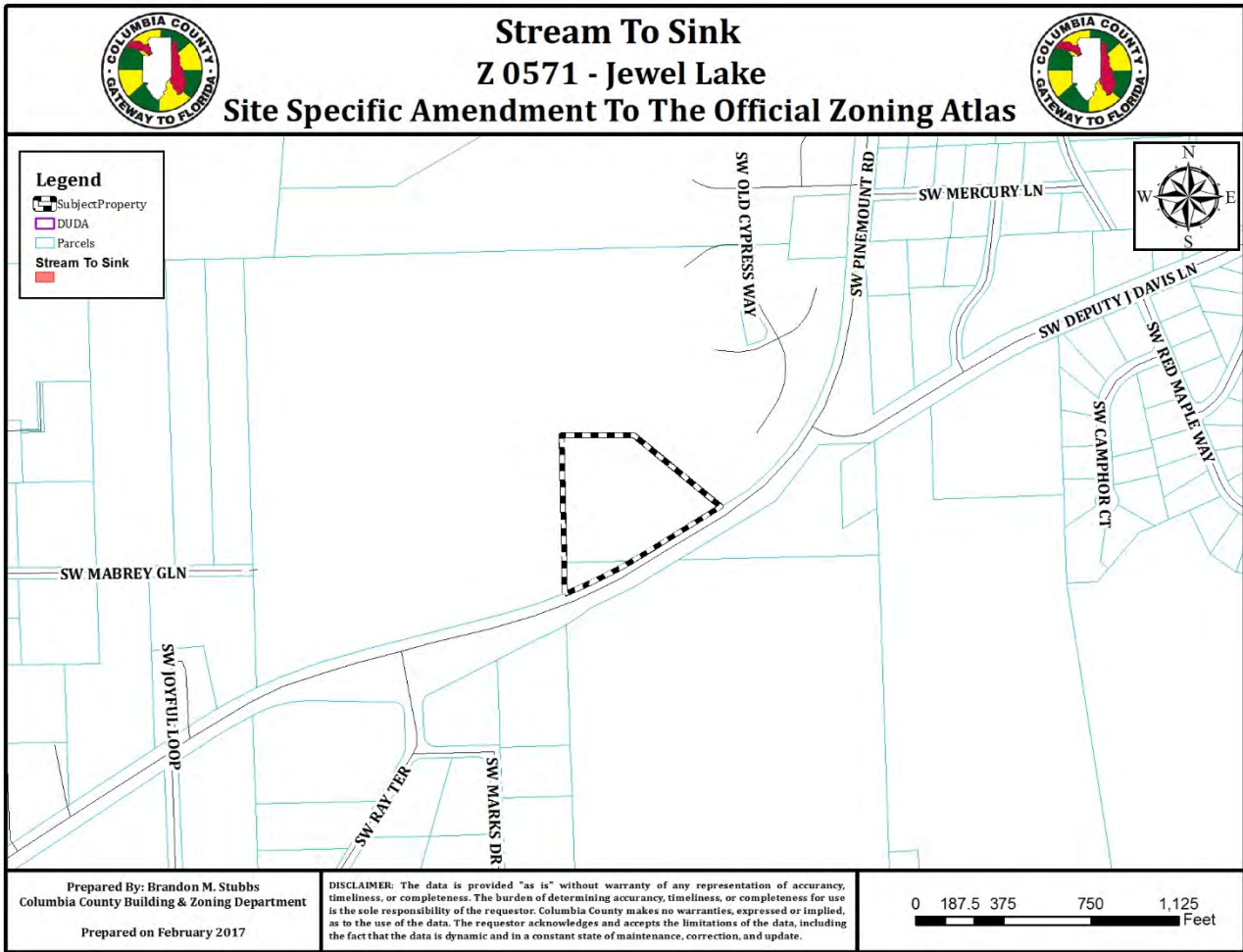


Stream to Sink

According to the Stream to Sink Watersheds, prepared by the Suwannee River Water Management District and adopted by the Board of County Commissioners, dated June 2, 2001, the subject property is not located within a stream to sink area.

Evaluation: Section 4.2.38 of the County’s LDRs regulates Stream to Sink watershed areas. At this time, there is no concern related to Stream to Sink Watersheds.

Map 9. Stream To Sink



Minerals

According to Illustration A-VII of the Comprehensive Plan, entitled Minerals, which is based upon Natural Resources, prepared by the Florida Department of Environmental Protection, 2012, the subject property is within an area known to contain Clayey Sand.

Evaluation: There are no issues related to minerals.

Historic Resources

According to Illustration A-II of the Comprehensive Plan, entitled Historic Resources, which is based upon the Florida Division of Historical Resources, Master Site File, dated 2013, there are no known historic resources located on the subject property.

Evaluation: There are no issues related to historic Resources.

Aquifer Vulnerability

According to the Columbia County Floridan Aquifer System Protection Zone Map, prepared by the Advance GeoSpatial Inc., dated September 29, 2009, the subject property is located in a vulnerable area.

Evaluation: While the subject property is located in a vulnerable area, there is no issue related to aquifer vulnerability.

Vegetative Communities/Wildlife

According to Illustration V-I of the Data and Analysis Report, entitled Vegetative Communities, the subject property is located within a non-vegetative community.

Evaluation: There is no known wildlife habitats associated with a non-vegetative community; therefore, there is no issue related to vegetative communities or wildlife.

COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS

Section 16.2 of the Land Development Regulations (LDRs) establishes standards with which all rezoning applications must be found to be compliant. Staff's evaluation of the application's compliance with the applicable standards of Section 16.2 is provided below.

- 1) Whether the proposed change would be in conformance with the county's comprehensive plan and would have an adverse effect on the county's comprehensive plan.

Evaluation and Findings: The applicant proposes a Commercial FLUM Designation. If the amendment to the Future Land Use Map ("FLUM") of the Comprehensive Plan is approved, the proposed zoning will be consistent with the underlying FLUM designation.

- 2) The existing land use pattern.

Evaluation and Findings: The existing land use pattern in this area is predominantly developed with commercial uses; therefore, will not result in a land use pattern that is not consistent with the established pattern of development.

- 3) Possible creation of an isolated district unrelated to adjacent and nearby districts.

Evaluation and Findings: The subject property is located adjacent to existing commercially designated properties therefore, the proposed amendment would not create an isolated district unrelated to adjacent and nearby districts.

- 4) The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.

Evaluation and Findings: The applicant is requesting a Commercial Zone District. As demonstrated in the Concurrency Management Assessment, the proposed amendment would not increase or overtax the load on public facilities.

- 5) Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Evaluation and Findings: The proposed amendment will not result in an illogically drawn boundary in relation to existing conditions.

- 6) Whether changed or changing conditions make the passage of the proposed amendment necessary.

Evaluation and Findings: The applicant contends the proposed amendment is consistent with the County Road 252 (SW Pinemount Rd) corridor.

- 7) Whether the proposed change will adversely influence living conditions in the neighborhood.

Evaluation and Findings: The applicant contends the proposed amendment would not adversely influence the living conditions of the neighborhood.

- 8) Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Evaluation and Findings: As indicated in the Concurrency Analysis, the proposed amendment does not create any impacts to public facilities, including traffic.

- 9) Whether the proposed change will create a drainage problem.
Evaluation and Findings: During the Site & Development phase, the subject property will be subject to the applicable regulations by Suwannee River Water Management District and the County's LDRs; therefore, there are no concerns regarding drainage.
- 10) Whether the proposed change will seriously reduce light and air to adjacent areas.
Evaluation and Findings: The proposed amendment will not seriously reduce light or air to adjacent areas.
- 11) Whether the proposed change will adversely affect property values in the adjacent area.
Evaluation and Findings: In general, commercial uses along corridors near residential uses increase property values and don't adversely affect property values. It is not anticipated that the proposed amendment will affect property values of the adjacent area.
- 12) Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations
Evaluation and Findings: The applicant contends the proposed change would not be a deterrent to the improvement or development of adjacent properties.
- 13) Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.
Evaluation and Findings: The proposed amendment would not constitute a grant of special privilege to an individual owner as contrasted with the public welfare.
- 14) Whether there are substantial reasons why the property cannot be used in accord with existing zoning.
Evaluation and Findings: The proposed FLU designation is Commercial. The existing zoning designation is not consistent with the proposed underlying FLU designation. The proposed amendment will bring the zoning designation in compliance with the underlying FLUM designation.
- 15) Whether the change suggested is out of scale with the need of the neighborhood of the county.
Evaluation and Findings: The applicant contends the proposed amendment is consistent with current conditions.
- 16) Whether it is impossible to find other adequate sites in the county for the proposed use in districts already permitting such use. Whether the proposed amendment is in compliance with these land development regulations. The planning and zoning board shall consider and study:
1. The need and justification for the change.
 2. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and the county's comprehensive plan with appropriate consideration as to whether the proposed change will further the purpose of these land development regulations and other ordinances, regulations, and actions designed to implement the county's comprehensive plan.

Evaluation and Findings: While it is not entirely impossible to find other sites in the county that allow the proposed use; the applicant desires utilize this location. Further, as mentioned in the Comprehensive Plan Consistency Analysis above, the proposed amendment is in compliance with Columbia County's Comprehensive Plan.

PUBLIC FACILITIES IMPACT

Traffic Impact

Table 3. Affected Comprehensive Plan Roadway Segments¹

Segment Number ²	Segment Description	Lanes	Functional Classification	Area Type	LOS
56	County Road 252 (From County's West Boundary to U.S. 90)	2U	Major Collector	Rural	D

1 Source: Columbia County Comprehensive Plan, Capital Improvements Element.
2 FDOT roadway segment number shown in parenthesis (when applicable.) For the purposes of concurrency management, Columbia County Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.

Table 4. Existing Trip Generation¹

Land Use	AADT ²	PM Peak Hour ³
Single Family ¹ (ITE Code 210)	133	14
Total	133	14

1 Source: ITE Trip Generation, 8th Edition.
2 Formula: AADT – ITE, 8th Edition – 9.52 trips per dwelling unit x 14 dwelling units = 133 AADT
3 Formulas: PM Peak – ITE, 8th Edition – 1.02 trips per dwelling unit x 14 dwelling units = 14 PM Peak Trips

Table 5. Proposed Trip Generation¹

Land Use	AADT ²	PM Peak Hour ³
Specialty Retail ¹ (ITE Code 814)	3,287	372
Total	3,287	372

1 Source: ITE Trip Generation, 8th Edition.
2 Formula: AADT – ITE, 8th Edition – 44.32 trips per thousand (1,000) sq ft x 74,161 sq ft = 3,287 AADT
3 Formulas: PM Peak – ITE, 8th Edition – 5.02 trips per thousand (1,000) sq ft x 74,161 sq ft = 372 PM Peak Trips

Table 6. Net Increase Trip Generation¹

Land Use	AADT	PM Peak Hour
Specialty Retail (ITE Code 826)	3,287	372
Single Family (ITE Code 210)	133	14
Net Increase	3,154	358

Table 7. Projected Impact on Affected Comprehensive Plan Roadway Segments

Traffic System Category	C.R. 252 Segment 56 ¹
Maximum Service Volume ²	14,200
Existing Traffic ³	3,800
Reserved Trips ⁴	0
Available Capacity ⁴	10,400
Projected Daily Trips	3,154
Residual Capacity	7,246
PM Peak Hour Traffic Analysis	C.R. 252 Segment 56 ¹
Maximum Service Volume ²	1,350
Existing Traffic ³	342
Reserved Trips ⁴	0
Available Capacity ⁴	1,008
Projected PM Peak Hour Trips	358
Residual Capacity	650

1 FDOT roadway segment number shown in parenthesis (when applicable.) For the purposes of concurrency management, Columbia County Comprehensive Plan segments that make up a portion of a larger FDOT roadway segment will be evaluated together when determining post development roadway capacity.

2 Source FDOT 2013 Quality/Level of Service Handbook Generalize Annual Average Daily Volume and Generalize Peak Hour Two-Way Volumes for Rural Undeveloped Areas.

3 Florida Department of Transportation, District II, 2014 Annual Average Daily Traffic Report.

4 Source: Columbia County March 2016 Concurrency Monitoring Report.

Evaluation: The impact generated by the development will not adversely affect the Level of Service (LOS) of the roadway segment identified above; therefore, the demand generated by the development is acceptable.

Potable Water Impacts

The subject property is located within a community centralized potable water system service area. The subject property will be served potable water via City of Lake City Potable Water System. The Lake City Potable Water System is anticipated to meet or exceed the adopted level of service standard for potable water established within the Comprehensive Plan. **Note: Calculations are based upon Chapter 64E-6.008,F.S.**

The existing density allows for fourteen (14) dwelling units. An average dwelling unit utilizes approximately 10 Gallon Per Capita Per Day. The average household in Columbia County has approximately 2.67 Person Per Household according to the 2010 U.S. Census. $(100 \text{ GPC} \times 2.67 \text{ PPH}) \times 14 = 3,738 \text{ Gallons Per Day}$

Based upon a maximum floor area ratio of 0.25 for the Commercial Future Land Use Map Designation, the proposed amendment could result in a maximum of 74,161 square feet of floor area of shopping center use.

An average shopping center utilizes approximately 0.1 Gallon Per Square Foot of floor area $74,161 \times 0.1 = 7,416 \text{ Gallons Per Day}$].

Net Increase: $7,416 \text{ GPD} - 3,728 \text{ GPD} = 3,688 \text{ GPD}$

Table 8. Potable Water Impacts	
System Category	Gallons Per Day
Current Permitted Capacity ¹	9,940,000
Less Actual Potable Water Flows ¹	3,580,000
Reserved Capacity ²	2,441
Projected Impacts from Development	3,688
Residual Capacity	6,353,871
Percentage of Permitted Design Capacity Utilized	36.18%
<i>Sources:</i>	
1. City of Lake City Public Services Department, May 2015 - Steve Roberts	
2. Table 1	

Evaluation: The impacts generated by the development will not adversely affect the Level of Service (LOS) for potable water facilities; therefore, the demand generated by the development is acceptable.

Sanitary Sewer Impacts

The subject property is located within a community centralized sanitary sewer system service area. The subject property will be served via City of Lake City Sanitary Sewer System. The City of Lake City Sanitary Sewer System is anticipated to meet or exceed the adopted level of service standard for sanitary sewer established within the Comprehensive Plan. **Note: Calculations are based upon Chapter 64E-6.008,F.S.**

The existing density allows for fourteen (14) dwelling units. An average dwelling unit utilizes approximately 10 Gallon Per Capita Per Day. The average household in Columbia County has approximately 2.67 Person Per Household according to the 2010 U.S. Census. $(100 \text{ GPC} \times 2.67 \text{ PPH}) \times 14 = 3,738 \text{ Gallons Per Day}$

Based upon a maximum floor area ratio of 0.25 for the Commercial Future Land Use Map Designation, the proposed amendment could result in a maximum of 74,161 square feet of floor area of shopping center use.

An average shopping center utilizes approximately 0.1 Gallon Per Square Foot of floor area [74,161 x 0.1 = 7,416 Gallons Per Day].

Net Increase: 7,416 GPD – 3,728 GPD = 3,688 GPD

Table 9. Sanitary Sewer Impacts	
System Category	Gallons Per Day
Treatment Plant Current Permitted Capacity	3,000,000
Less Actual Treatment Plant Flows ¹	1,840,400
Reserved Capacity ²	2,365
Project Demand	3,688
Residual Capacity	1,153,547
Percentage of Permitted Design Capacity Utilized	61.55%
<i>Sources:</i>	
1. City of Lake City Public Services Department, May 2015 - Steve Robert	

Evaluation: The impact generated by the development will not adversely affect the Level of Service (LOS) for sanitary sewer facilities; therefore, the demand generated by the development is acceptable.

Solid Waste Impacts

Solid waste facilities for uses to be located on the site are provided at the sanitary landfill. The level of service standard established within the Comprehensive Plan for the provision of solid waste disposal is currently being met or exceeded.

The existing density allows for fourteen (14) dwelling units. An average dwelling unit utilizes approximately 0.73 tons (1,460 lbs) per year per person. The average household in Columbia County has approximately 2.67 Person Per Household according to the 2010 U.S. Census. [(1,460 Lbs Per Year Per Person x 2.67 PPH) x 14] / 365 = 150 pounds of solid waste generated per day.

Based upon a maximum floor area ratio of 0.25 for the Commercial Future Land Use Map Designation, the proposed amendment could result in a maximum of 74,161 square feet of floor area of shopping center use.

Based upon 12 pounds of solid waste per 1,000 square foot gross floor area per day:

74.161 (74,161 square foot gross floor area) x 12 (pounds of solid waste 1,000 square foot gross floor area per day) = 890 pounds of solid waste generated per day.

Net Increase: 890 lbs per day – 150 lbs per day = 740 lbs per day

Total County average solid waste disposal per day (including municipalities) = 471,300 pounds per day.

Based upon the annual projections of solid waste disposal at the landfill for 2015, solid waste facilities are anticipated to continue to meet or exceed the adopted level of service standard for solid waste facilities, as provided in the Comprehensive Plan, after adding the solid waste demand generated by a charter public school.

Evaluation: The impact generated by the development will not adversely affect the Level of Service (LOS) of solid waste facilities; therefore, the demand generated by the development is acceptable.

Recreation Facilities

The proposed development is nonresidential in nature; therefore, there are no impacts to recreation facilities. The development will have no impact to the Level of Service (LOS) of recreation facilities.

Public School Facilities

The proposed development is nonresidential in nature; therefore, there are no impacts to public school facilities. The development will have no impact to the Level of Service (LOS) of public school facilities.



Columbia County Gateway to Florida

FOR PLANNING USE ONLY	
Application # Z	<u>0571</u>
Application Fee	\$1,250.00
Receipt No.	<u>4704</u>
Filing Date	<u>2-17-17</u>
Completeness Date	_____

Site Specific Amendment to the Official Zoning Atlas (Rezoning) Application

A. PROJECT INFORMATION

1. Project Name: Commercial Tract at Jewel Lake
2. Address of Subject Property: 354 SW MABREY GLN (unofficial)
3. Parcel ID Number(s): 04-4S-16-02745-003 (parent parcel)
4. Future Land Use Map Designation: Residential Low Density (we are proposing to change to Commercial)
5. Existing Zoning Designation: Rural Residential
6. Proposed Zoning Designation: Commercial General
7. Acreage: 6.81 acres
8. Existing Use of Property: vacant
9. Proposed use of Property: commercial

B. APPLICANT INFORMATION

1. Applicant Status Owner (title holder) Agent
2. Name of Applicant(s): Megan Carter Title: President
Company name (if applicable): Legacy Engineering Solutions, Inc.
Mailing Address: P.O. Box 467
City: Lake City State: FL Zip: 32056
Telephone: (386) 243-8680 Fax: () Email: mcarter@legacycei.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.

3. If the applicant is agent for the property owner*.
Property Owner Name (title holder): Gary Sorensen
Mailing Address: 1400 West 22nd Street, Ste. A
City: Kearney State: NE Zip: 68845-5389
Telephone: (308) 440-0814 Fax: () Email: sorensen@sorensengroup.com

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.

***Must provide an executed Property Owner Affidavit Form authorizing the agent to act on behalf of the property owner.**

C. ADDITIONAL INFORMATION

1. Is there any additional contract for the sale of, or options to purchase, the subject property?
If yes, list the names of all parties involved: N/A
If yes, is the contract/option contingent or absolute: Contingent Absolute
2. Has a previous application been made on all or part of the subject property:
Future Land Use Map Amendment: Yes _____ No _____
Future Land Use Map Amendment Application No. CPA _____
Site Specific Amendment to the Official Zoning Atlas (Rezoning): Yes _____ No _____
Site Specific Amendment to the Official Zoning Atlas (Rezoning) Application No. Z _____
Variance: Yes _____ No _____
Variance Application No. V _____
Special Exception: Yes _____ No _____
Special Exception Application No. SE _____

D. ATTACHMENT/SUBMITTAL REQUIREMENTS

1. Boundary Sketch or Survey with bearings and dimensions.
2. Aerial Photo (can be obtained via the Columbia County Property Appraiser’s Office).
3. Concurrency Impact Analysis: Concurrency Impact Analysis of impacts to public facilities, including but not limited to Transportation, Potable Water, Sanitary Sewer, and Solid Waste impacts. For residential Zoning Designations, an analysis of the impacts to Public Schools is required.
4. An Analysis of the Requirements of Section 16.2 of the Land Development Regulations:
 - a. Whether the proposed change would be in conformance with the county's comprehensive plan and would have an adverse effect on the county's comprehensive plan.
 - b. The existing land use pattern.
 - c. Possible creation of an isolated district unrelated to adjacent and nearby districts.
 - d. The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.
 - e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.
 - f. Whether changed or changing conditions make the passage of the proposed amendment necessary.
 - g. Whether the proposed change will adversely influence living conditions in the neighborhood.
 - h. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.
 - i. Whether the proposed change will create a drainage problem.
 - j. Whether the proposed change will seriously reduce light and air to adjacent areas.

- k. Whether the proposed change will adversely affect property values in the adjacent area.
 - l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.
 - m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.
 - n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.
 - o. Whether the change suggested is out of scale with the needs of the neighborhood or the county.
 - p. Whether it is impossible to find other adequate sites in the county for the proposed use in districts already permitting such use. When pertaining to other proposed amendments of these land development regulations. The planning and zoning board shall consider and study:
 - i. The need and justification for the change.
 - ii. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the county's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of these land development regulations and other ordinances, regulations, and actions designed to implement the county's comprehensive plan.
5. Legal Description with Tax Parcel Number (In Microsoft Word Format).
 6. Proof of Ownership (i.e. deed).
 7. Agent Authorization Form (signed and notarized).
 8. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).
 9. Fee. The application fee for a Site Specific Amendment to the Official Zoning Atlas is \$1,250.00. No application shall be accepted or processed until the required application fee has been paid.

NOTICE TO APPLICANT

All nine (9) attachments are required for a complete application. Once an application is submitted and paid for, a completeness review will be done to ensure all the requirements for a complete application have been met. If there are any deficiencies, the applicant will be notified in writing. If an application is deemed to be incomplete, it may cause a delay in the scheduling of the application before the Planning & Zoning Board.

A total of fourteen (14) copies of proposed Site Specific Amendment to the Official Zoning Atlas Application and support material, and a PDF copy on a CD, are required at the time of submittal.

THE APPLICANT ACKNOWLEDGES THAT THE APPLICANT OR AGENT MUST BE PRESENT AT THE PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD, AS ADOPTED IN THE BOARD RULES AND PROCEDURES, OTHERWISE THE REQUEST MAY BE CONTINUED TO A FUTURE HEARING DATE.

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

Megan Carter

Applicant/Agent Name (Type or Print)

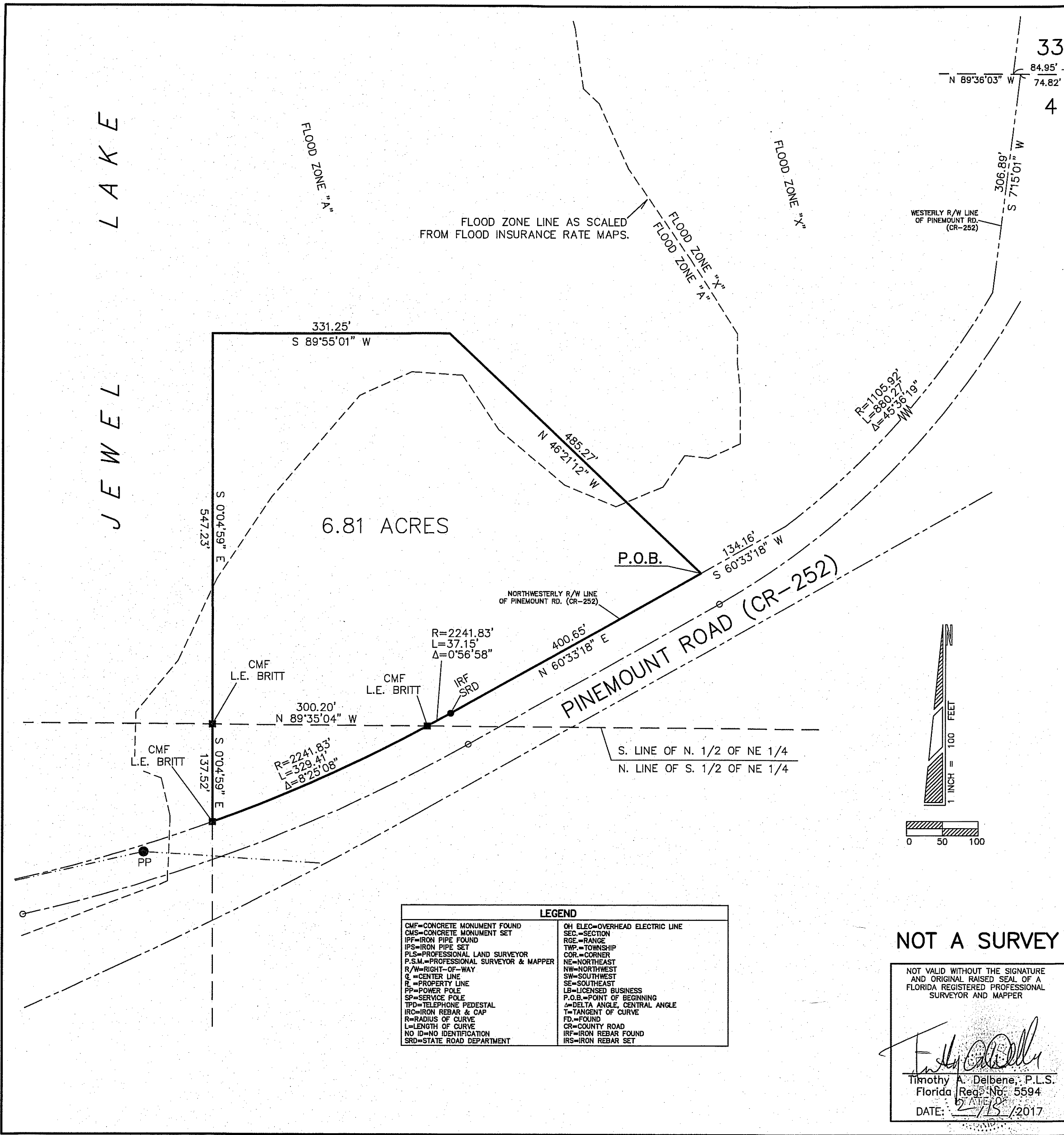


Applicant/Agent Signature

2/17/2017

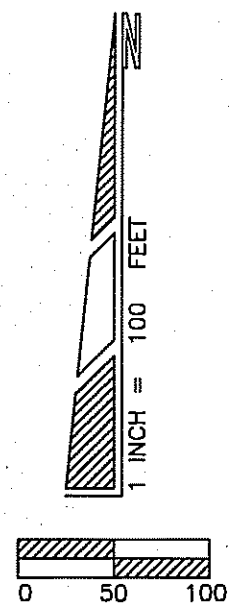
Date

SKETCH IN SECTION 4
TOWNSHIP 4 SOUTH, RANGE 16 EAST
COLUMBIA COUNTY, FLORIDA



DESCRIPTION:

COMMENCE at the Northeast corner of Section 4, Township 4 South, Range 16 East, Columbia County, Florida and run North 89°36'03" West along the North line of said Section 4 a distance of 74.82 feet to a point on the Westerly Right-of-Way line of Pinemount Road (County Road 252); thence South 07°15'01" West along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 306.89 feet to the point of curve of a curve concave to the Northwest having a radius of 1105.92 feet and a central angle of 45°36'19"; thence Southwesterly along the arc of said curve, being still said Westerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 880.27 feet; thence South 60°33'18" West still along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 485.27 feet; thence North 46°21'12" West a distance of 331.25 feet; thence South 89°55'01" West a distance of 331.25 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of Section 4; thence continue South 00°04'59" East a distance of 547.23 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of Section 4; thence continue South 00°04'59" East a distance of 137.52 feet to a point on the Northerly Right-of-Way line of Pinemount Road (County Road 252), said point being a point on a curve concave to the North having a radius of 2241.83 feet and a central angle of 09°22'06"; thence Northerly along the arc of said curve a distance of 329.41 feet to a point on the South line of the North 1/2 of the Northeast 1/4 of Section 4; thence continue Northerly along the arc of said curve a distance of 37.15 feet to the point of tangency of said curve; thence North 60°33'18" East along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 400.65 feet to the POINT OF BEGINNING. Containing 6.81 acres, more or less.



LEGEND	
CMF=CONCRETE MONUMENT FOUND	OH ELEC=OVERHEAD ELECTRIC LINE
CMS=CONCRETE MONUMENT SET	SEC=SECTION
IPF=IRON PIPE FOUND	RGE=RANGE
IPS=IRON PIPE SET	TWP=TOWNSHIP
PLS=PROFESSIONAL LAND SURVEYOR	COR=CORNER
P.S.M.=PROFESSIONAL SURVEYOR & MAPPER	NE=NORTHEAST
R/W=RIGHT-OF-WAY	NW=NORTHWEST
CL=CENTER LINE	SW=SOUTHWEST
PL=PROPERTY LINE	SE=SOUTHEAST
PP=POWER POLE	P.O.B.=POINT OF BEGINNING
SP=SERVICE POLE	Δ=DELTA ANGLE, CENTRAL ANGLE
TPD=TELEPHONE PEDESTAL	T=TANGENT OF CURVE
IR=IRON REBAR & CAP	R=RADIUS OF CURVE
R=RADIUS OF CURVE	L=LENGTH OF CURVE
L=LENGTH OF CURVE	CR=COUNTY ROAD
NO ID=NO IDENTIFICATION	IRF=IRON REBAR FOUND
SRD=STATE ROAD DEPARTMENT	IRS=IRON REBAR SET

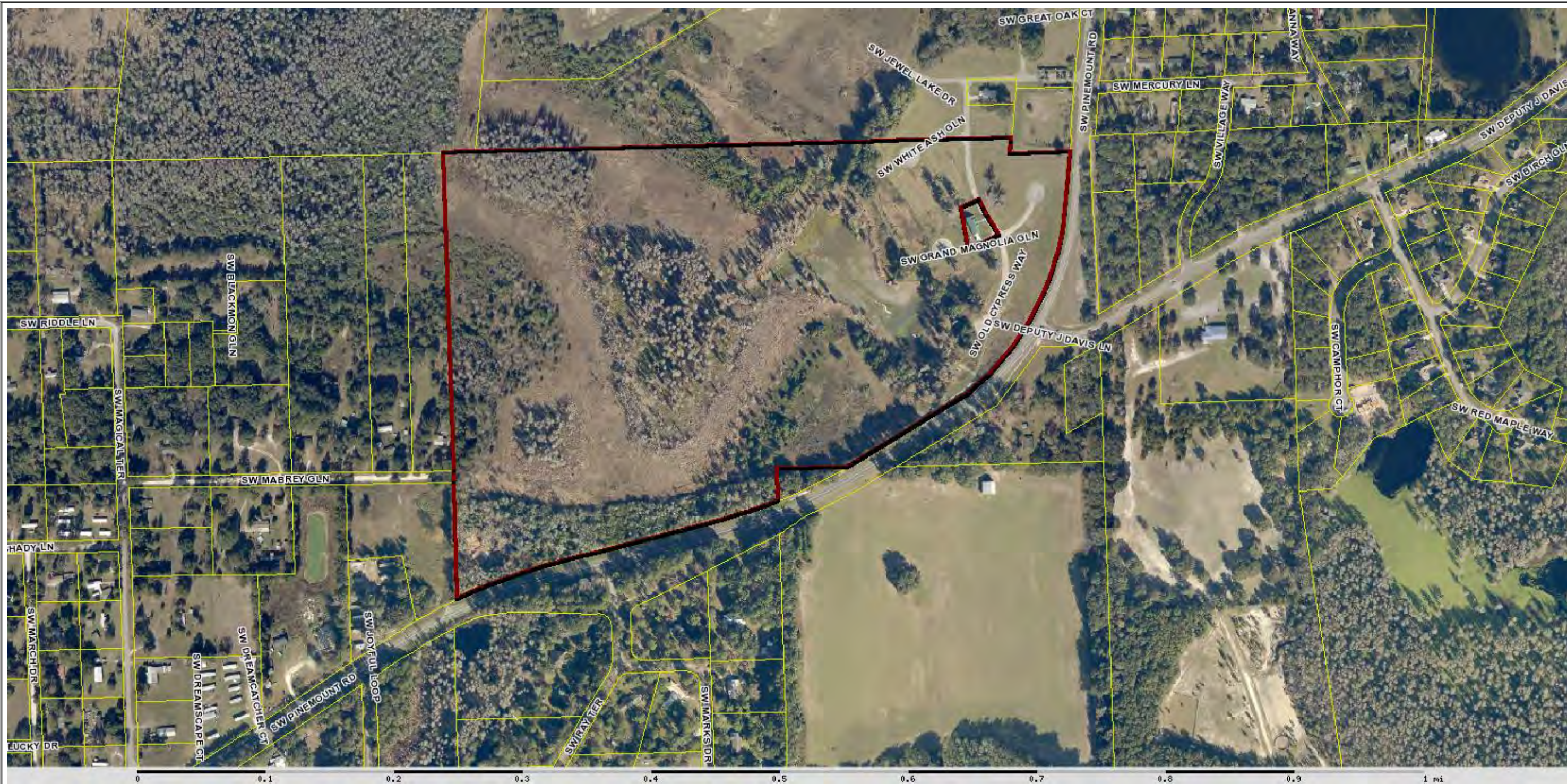
NOT A SURVEY

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA REGISTERED PROFESSIONAL SURVEYOR AND MAPPER

Timothy A. Delbene
Timothy A. Delbene, P.L.S.
Florida Reg. No. 5594
DATE: 2/15/2017

REVISED: 02/15/2017 Certification block added. CAD FILE: 4682-newPrelim.dwg

<p>Donald F. Lee and Associates, Inc. SURVEYORS — ENGINEERS 140 Northwest Ridgewood Avenue, Lake City, Florida 32055 Phone: (386) 755-6166 FAX: (386) 755-6167 Certificate of Authorization # LB 7042</p>	
Date: 01/05/2017	Scale: 1" = 100'
Drafting: A V G	Field Book: 05-472
Computations: A V G	Work Order: 05-4682
Checked: T A D	File: A-59-13
BARRY JOYE	

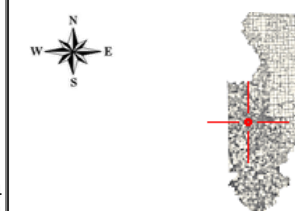


Columbia County Property Appraiser
 Jeff Hampton - Lake City, Florida 32055 | 386-758-1083

PARCEL: 04-4S-16-02745-003 - AC/XFOB (009901)
 COMMAT NE COR SEC, RUN W 74.82 FT TO APT ON W RW LINE CR-252, RUN S 7 DGW ALONG RW 64.97 FT FOR PCB, CONT S 7 DGW ALONG RW, 241.92 FT TO PT OF

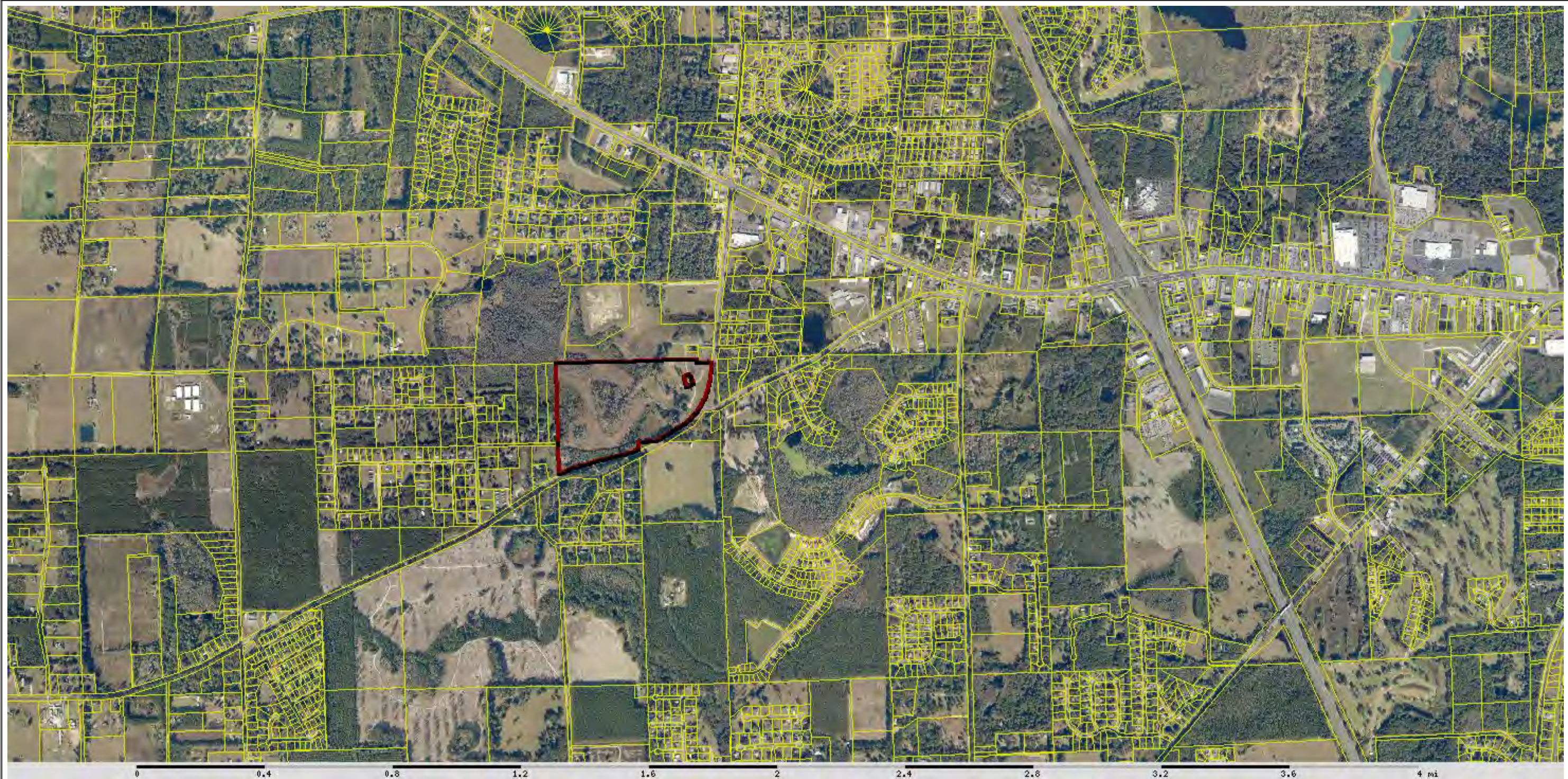
NOTES:

Name	SORENSEN GARY	2016 Certified Values	
Site	354 SW MABREY GLN	Land	\$71,814.00
Mail:	1400 WEST 22ND ST	Bldg	\$0.00
	KEARNEY, NE 68845	Assd	\$210,514.00
Sales	8/30/2016	Exmpt	\$0.00
Info	8/9/2005	Taxbl	
	\$931,900.0	I / U	
	\$1,250,000.0	I / Q	
			Other: \$210,514 Sch: \$210,514



This information, updated: 2/1/2017, 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. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

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Columbia County Property Appraiser
 Jeff Hampton - Lake City, Florida 32055 | 386-758-1083

PARCEL: 04-4S-16-02745-003 - AC/XFOB (009901)
 COMMAT NE COR SEC, RUN W 74.82 FT TO APT ON WRW LINE CR-252, RUN S 7 DGW ALONG RW 64.97 FT FOR PCB, CONT S 7 DGW ALONG RW, 241.92 FT TO PT OF

NOTES:

Name SORENSEN GARY
 Site 354 SW MABREY GLN
 Mail: 1400 WEST 22ND ST
 KEARNEY, NE 68845
 Sales 8/30/2016
 Info 8/9/2005

\$931,900.0 I / U
 \$1,250,000.0 I / Q

2016 Certified Values
 Land
 Bldg
 Assd
 Exmpt
 Taxbl

\$71,814.00
 \$0.00
 \$210,514.00
 \$0.00
 Crty: \$210,514
 Other: \$210,514 | Sch: \$210,514



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**CONCURRENCY
WORKSHEET**

Trip Generation Analysis

ITE Code	ITE Use	ADT Multiplier	PM Peak Multiplier	Total Floor Area*	Total ADT	Total PM Peak
710	Gen Office Bldg	11.01	1.49	7.41	81.58	11.04

*Per thousand square feet (i.e. 7,410 sq ft / 1,000 = 7.41)

Potable Water Analysis

Ch. 64E-6.008, F.A.C. Use	Ch. 64E-6.008, F.A.C. Gallons Per Day (GPD)	Ch. 64E-6.008, F.A.C. Multiplier*	Total (Gallons Per Day)
Office Bldg	15.00	74.10	1111.50

* Multiplier is based upon Ch. 64E.6008, Florida Administrative Code and can vary from square footage, number of employees, number of seats, or etc. See Ch. 64E-6.008, F.A.C. to determine multiplier.

Sanitary Sewer Analysis

Ch. 64E-6.008, F.A.C. Use	Ch. 64E-6.008, F.A.C. Gallons Per Day (GPD)	Ch. 64E-6.008, F.A.C. Multiplier*	Total (Gallons Per Day)
Office Bldg	15.00	74.10	1111.50

* Multiplier is based upon Ch. 64E.6008, F.A.C. and can vary from square footage, number of employees, number of seats, or etc. See Ch. 64E-6.008, F.A.C. to determine multiplier.

Solid Waste Analysis

Use	Pounds Per Thousand Sq Ft	Total Floor Area*	Total (Lbs Per Day)
Office Bldg	5.50	7.41	40.76

*Per thousand square feet (i.e. 7,410 sq ft / 1,000 = 7.41)



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Commercial Tract at Jewel Lake
Site Specific Amendment to the Official Zoning Atlas (Rezoning) Application

D. ATTACHMENT/SUBMITTAL REQUIREMENTS

1. Boundary Sketch or Survey with bearings and dimensions.

Please see the attached survey for Barry Joye completed by Donald F. Lee & Associates, Inc. On the disk is a Microsoft Word file of the legal description.

2. Aerial Photo (can be obtained via the Columbia County Property Appraiser's Office).

Please see the attached aerial photos with the subject property highlighted.

3. Concurrency Impact Analysis: Concurrency Impact Analysis of impacts to public facilities, including but not limited to Transportation, Potable Water, Sanitary Sewer, and Solid Waste impacts. For residential Zoning Designations, an analysis of the impacts to Public Schools is required.

Please see the attached Concurrency Worksheet.

4. An Analysis of the Requirements of Section 16.2 of the Land Development Regulations:

(a.) Whether the proposed change would be in conformance with the county's comprehensive plan and would have an adverse effect on the county's comprehensive plan.

The rezoning will have no adverse effect on the comprehensive plan. The surrounding areas have the similar uses such as the properties on Deputy Jeff Davis Lane that are commercial (zoned CHI), and the properties just to the north in the City limits that are commercial along the US Hwy 90 corridor such as Harvey's and First Federal, etc.

(b.) The existing land use pattern.

The existing land use pattern is Residential Low Density and Commercial.

(c.) Possible creation of an isolated district unrelated to adjacent and nearby districts.

There is no possible creation of an isolated district as the property surrounding the subject site is already in commercial use such as along Deputy Jeff Davis Lane that are commercial (zoned CHI), and the properties just to the north in the City limits that are commercial along the US Hwy 90 corridor such as Harvey's and First Federal, etc..

(d.) The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.

There is no expected significant change in the population density pattern. See attached concurrency worksheet for details.

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(e.) Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

The existing district boundaries are consistent with the surrounding property and the existing conditions on the subject property.

(f.) Whether changed or changing conditions make the passage of the proposed amendment necessary.

The proposed future use of the property will be commercial as is consistent along the CR 252 (Pinemount) corridor.

(g.) Whether the proposed change will adversely influence living conditions in the neighborhood.

There will be no anticipated negative impacts to the living conditions in the neighborhood.

(h.) Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

No expected significant increase in traffic. See attached concurrency worksheet for details.

(i.) Whether the proposed change will create a drainage problem.

No drainage problems are anticipated by the proposed change. This will be addressed with proper permitting through SRWMD at the time of site-planning.

(j.) Whether the proposed change will seriously reduce light and air to adjacent areas.

Any proposed development on the site will have no effect on lighting and/or air to the adjacent areas.

(k.) Whether the proposed change will adversely affect property values in the adjacent area.

There are no anticipated negative effects to property values in the area.

(l.) Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

There is no foreseen reason why the proposed use would have any effect on the development of adjacent properties.

(m.) Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

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The proposed rezoning is consistent with the current zoning in the area and the current characteristics of the area near the CR 252 (Pinemount Road) and US Hwy 90 interchange.

(n.) Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

The current zoning does not allow for commercial use.

(o.) Whether the change suggested is out of scale with the needs of the neighborhood or the county.

The rezoning is consistent with the current conditions surrounding the subject property and the area near the CR 252 (Pinemount Road) and US Hwy 90 interchange.

(p.) Whether it is impossible to find other adequate sites in the county for the proposed use in districts already permitting such use. When pertaining to other proposed amendments of these land development regulations. The planning and zoning board shall consider and study:

(i.) The need and justification for the change.

The area near the CR 252 (Pinemount Road) and US Hwy 90 intersection has many commercial businesses. The subject property is a commercial site and the proposed construction will be similar to what is already located in the area.

(ii.) The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the county's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of these land development regulations and other ordinances, regulations, and actions designed to implement the county's comprehensive plan.

Rezoning the subject property to Commercial is consistent with the surrounding zonings and the current makeup of the area near the CR 252 (Pinemount Road) and US Hwy 90 intersection.

5. Legal Description with Tax Parcel Number (In Microsoft Word Format).

Please see the attached survey for Barry Joye completed by Donald F. Lee & Associates, Inc. On the disk is a Microsoft Word file of the legal description.

6. Proof of Ownership (i.e. deed).

Please see the attached Warranty Deed.

7. Agent Authorization Form (signed and notarized).

Please see the attached Authorized Agent form signed by Gary Sorensen.

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8. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).

Please see the attached Tax Record.

9. Fee. The application fee for a Site Specific Amendment to the Official Zoning Atlas is \$1,250.00. No application shall be accepted or processed until the required application fee has been paid.

Attached is a check for \$2,500 which includes the fee for the Site Specific Amendment to the Official Zoning Atlas (Rezoning) and Comprehensive Plan Amendment.

P.O. Box 467
Lake City, FL 32056

386-243-8680

www.LegacyCEI.com

Prepared by and return to:
Adam Morrison
Sellers, Taylor & Morrison, P.A.
108 West Howard Street
Live Oak, Florida 32064

Inst: 201612014289 Date: 08/30/2016 Time: 2:38PM
Page 1 of 8 B: 1321 P: 753, P.DeWitt Cason, Clerk of Court
Columbia, County, By: KV
Deputy Clerk Doc Stamp-Deed: 6523.30

[Space Above This Line For Recording Data]

SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, Made this 30th day of August, 2016, between GREATER SOUTHEASTERN LAND DEVELOPMENT, whose address is 10153 US Highway 90 West, Lake City, Florida 32055, party of the first part, and Gary Sorensen, whose mailing address is 1400 West 22nd Street, Kearney, Nebraska 68845 party of the second part.

WITNESSETH:

That the said parties of the first part, for and in consideration of TEN AND 00/100 (\$10.00) DOLLARS, and other good and valuable consideration, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part and its successors and assigns forever, the following described land, situate, lying and being in the County of Columbia, State of Florida, to-wit:

SEE EXHIBIT "A"

Columbia County Property Appraisers I.D. 04-4S-16-02745-003 & 33-3S-16-02439-000 with all the tenements, hereditament and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever. And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of said premises and fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under the party of the first part, but against no others.

Existing Mortgage. The above described property is encumbered by a certain mortgage (the "Mortgage"). The Mortgage was given by GREATER SOUTHEASTERN LAND DEVELOPMENT to COLUMBIA BANK and is recorded at O.R. Book 1054, page 1523, of the Public Records of Columbia County, Florida. The Mortgage was later modified by a Mortgage Modification and Consolidation Agreement recorded at O.R. Book 1093, page 413, of the Public Records of Columbia County, Florida. The Mortgage was assigned by COLUMBIA BANK to RODGER D. POWELL, M.D. by written assignment which is recorded at O.R. Book 1319, page 2769, of the Public Records of Columbia County, Florida. The Mortgage was later assigned by RODGER D. POWELL, M.D. to the party of the second part by written assignment which is recorded at O.R. Book 1320, page 1249, of the Public Records of Columbia County, Florida and the corrective assignment recorded at O.R. Book 1320, page 2246, of the Public Records of Columbia County, Florida.

The Mortgage was further subject to Partial Release of Mortgage recorded in Official Records Book 1168, Page 1042; Partial Release of Mortgage recorded in Official Records Book 1183, Page 2046; Cross-Collateralization and Cross-Default Agreement recorded in Official Records Book 1187, Page 2739, Public Records of Columbia County, Florida and Official Records Book 1573, Page 423, Public Records of Suwannee County, Florida; Modification of Mortgage recorded in Official Records Book 1187, Page 2744, Public Records of Columbia

County, Florida and Official Records Book 1573, Page 428, Public Records of Suwannee County, Florida; Partial Release of Mortgage recorded in Official Records Book 1189, Page 2729; Cross-Collateralization and Cross-Default Agreement recorded in Official Records Book 1573, Page 430, Public Records of Suwannee County, Florida.

“Mortgage” shall hereafter mean the “Mortgage, as assigned as set out above.”

Deed Given in Lieu of Foreclosure. The party of the first party is giving this deed in lieu of the party of the second part foreclosing (or completing the foreclosure of) the Mortgage on the above described property.

No Merger to Occur. It is the express intent of the party of the first part and the party of the second part that neither the Mortgage nor the promissory note(s) secured thereby shall merge with the interest of party of the second part acquired pursuant to this deed. Both the Mortgage and the promissory note(s) it secures shall remain outstanding until the recording of a separate written satisfaction thereof. The lien of the Mortgage is preserved in favor of party of the second part and the party of the second part preserves its rights as mortgagee under the Mortgage to foreclose any junior encumbrances or liens on the above described property, foreclose any other property (described in the Mortgage or otherwise) and/or to seek a deficiency judgment.


Deed Not Intended as Additional Security. The grant of this deed is an absolute conveyance of title to the above described property and is not intended to be as additional security for the party of the second part.

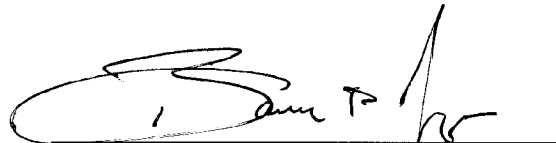
Consideration for This Deed. The party of the first part is giving this deed in consideration of the party of the second part reducing the party of the second part’s indebtedness under the promissory note(s) secured by the Mortgage. Such reduction is in an amount that the party of the first part and the party of the second part believe to be reasonably equivalent to the fair market


value of the above described property.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands
and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

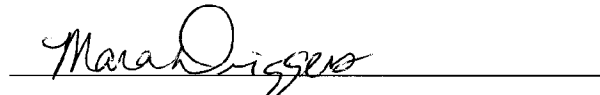

Kris B. Robinson
Witness (print name under signature)


Barry D. Joye, Managing Member of
Greater Southeastern Land Development, LLC


Mara Driggers
Witness (print name under signature)

STATE OF FLORIDA
COUNTY OF COLUMBIA

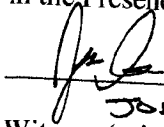
The foregoing instrument was acknowledged before me this 30 day of August, 2016
Barry D. Joye who is [] personally known to me [] or who produced _____ as
identification and who did not take an oath.


Notary Public (print name under signature)

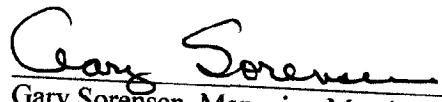
My Commission Expires:



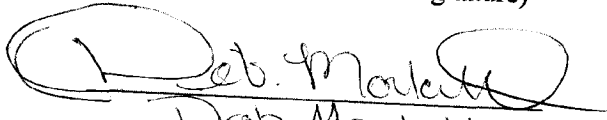
Signed, Sealed and Delivered
in the Presence of:



Jan Sommerfeld
Witness (print name under signature)



Gary Sorensen, Managing Member of
Greater Southeastern Land Development, LLC



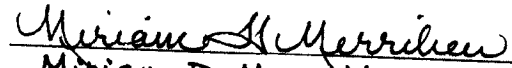
Deb Marlatt
Witness (print name under signature)

STATE OF NEBRASKA
COUNTY OF BUFFALO

The foregoing instrument was acknowledged before me this 29th day of August, 2016
Gary Sorensen who is [] personally known to me [] or who produced _____ as
identification and who did not take an oath.




My Commission Expires:
11-28-2018




Miriam D Merrilew
Notary Public (print name under signature)


Signed, Sealed and Delivered
in the Presence of:



Witness (print name under signature)



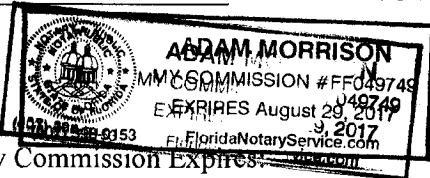
Rodger D. Powell, M.D. Managing Member of
Greater Southeastern Land Development, LLC

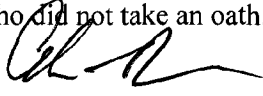


Danielle Wilber
Witness (print name under signature)

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 30th day of August, 2016
Rodger D. Powell, M.D. who is [] personally known to me [] or who produced
_____ as identification and who did not take an oath.


My Commission Expires: _____



Notary Public (print name under signature)

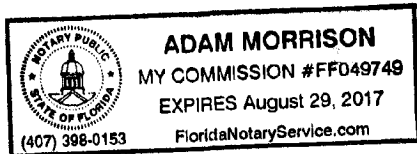


EXHIBIT A

Commence at the Northeast corner of Section 4, Township 4 South, Range 16 East, Columbia County, Florida and run North 89°36'03" West along the North line of said Section 4, a distance of 74.82 feet to a point on the Westerly Right-of-Way line of Pinemount Road (County Road 252); thence South 07°15'01" West along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 64.97 feet to the POINT OF BEGINNING; thence continue South 07°15'01" West still along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 241.92 feet to a point of curve of a curve concave to the Northwest having a radius of 1105.92 feet and a central angle of 45°36'17"; thence Southwesterly along the arc of said curve, being still said Westerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 880.26 feet;

thence South 60°33'18" West along the Northwesterly Right-of-Way line of Pinemount Road (County Road 252) a distance of 534.81 feet to the point of curve of a curve concave to the Northwest having a radius of 2241.83 feet and a central angle of 00°56'58"; thence Southwesterly along the arc of said curve, being said Northwesterly Right-of-Way line of Pinemount Road (County Road 252), a distance of 37.15 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of Section 4; thence North 89°35'04" West along said North line of the South 1/2 of the Northeast 1/4 of Section 4, a distance of 300.20 feet; thence South 00°04'59" East a distance of 137.52 feet to a point on the Northerly Right-of-Way line of Pinemount Road (County Road 252), said point being a point on a curve concave to the Northwest having a radius of 2241.83 feet and a central angle of 07°20'39"; thence Southwesterly along the arc of said curve, being said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 287.36 feet to the point of tangency of said curve; thence South 77°15'37" West still along the said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 499.97 feet; thence South 83°32'59" West still along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 100.66 feet; thence South 76°57'21" West still along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 60.19 feet to the point of curve of a curve concave to the Southeast having a radius of 2351.83 feet and a central angle of 03°29'55"; thence Southwesterly along the arc of said curve, still being said Northerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 143.61 feet to the point of tangency of said curve; thence South 68°18'18" West still along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 242.87 feet to the point of curve of a curve concave to the South having a radius of 2341.83 feet and a central angle of 01°08'53"; thence Southwesterly along the arc of said curve, being still said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 46.92 feet to a point on the West line of the Northeast 1/4 of Section 4; thence North 00°06'00" West along said West line of the Northeast 1/4 of Section 4, a distance of 507.62 feet to the Southwest corner of the North 1/2 of the Northeast 1/4 of Section 4; thence North 00°11'13" West along the West line of the Northeast 1/4 of Section 4, a distance of 1333.51 feet to the Northwest corner of the Northeast 1/4 of Section 4, being also the Southwest corner of the Southeast 1/4 of Section 33, Township 3 South, Range 16 East, Columbia County, Florida; thence South 89°36'03" East along the South line of said Section 33, a distance of 132.00 feet; thence North 07°18'13" East a distance of 1304.46 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of Section 33; thence North 89°59'44" East along said North line of the South 1/2 of the Southeast 1/4 of Section 33, a distance of 1199.11 feet; thence South 89°38'39" East along said North line of the South 1/2 of the Southeast 1/4 of Section 33, a distance of 279.20 feet; thence South 00°02'46" West, a distance of 701.77 feet; thence South 89°57'14" East, a distance of 892.90 feet to a point on the Westerly Right-of-Way line of Pinemount Road (County Road 252); thence South 07°15'30" West along said Westerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 406.76 feet; thence North 89°34'19" West a distance of 240.00 feet; thence South 07°13'13" West, a distance of 205.12 feet to a point on the South line of Section 33, being also the North line of Section 4, Township 4 South, Range 16 East, Columbia County, Florida; thence continue South 07°13'13" West a distance of 64.92 feet; thence South 89°35'26" East a distance of 249.96 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

A Parcel Of Land Situated in Section 33, Township 3 South, Range 16 East, in Columbia County, Florida, being more particularly described as follows:
Commence at the Southeast corner of the Southwest 1/4 Of Section 33, Township 3 South, Range 16 East, Said corner being monumented with a 4 inches Square Concrete Monument And Depicted on Florida Department Of Transportation Right of Way Map, Section 29010, F.P. No. 2083732;
Thence run North 88°31'38" East, Along The South Line Of Said Section 33, a distance of 132.00 Feet; Thence North 05°26'21" East, A Distance Of 299.92 Feet to the Point of Beginning; Thence Continue North 05°26'21" East A Distance Of 1008.41 feet; Thence North 88°24'20" East, A distance of 952.22 feet; Thence South 02°04'13" East a distance of 683.87 feet; Thence South 59°59'06" West, a distance Of 668.22 feet; Thence South 88°31'38" West, a distance of 493.70 feet To The Point Of Beginning.

LESS AND EXCEPT:

Lots 28 and 50, RESERVE AT JEWEL LAKE PHASE 1, a Planned Residential Development, according to the plat thereof recorded in Plat Book 9, page 89 of the Public Records of Columbia County, Florida, which has now been vacated and annulled by Resolution recorded in Official Records Book 1217, Page 521, Public Records of Columbia County, Florida.

APPLICATION AGENT AUTHORIZATION FORM

TO: Columbia County Zoning Department
135 NE Hernando Avenue
Lake City, FL 32055

Authority to Act as Agent

On my/our behalf, I appoint Megan Carter Legacy Engineering Solutions, Inc.
(Name of Person as Agent) (Company Agent is representing, if applicable)

to act as my/our agent in the preparation and submittal of this application for
Land Use Change and Re-Zoning I also Authorize Milton Smith
(Type Application) + Barry JOYE G.S.

I acknowledge that all responsibility for complying with the terms and conditions
for approval of this application, still resides with me as the Applicant.

Applicant Title: Gary Sorensen, Owner

On Behalf of: N/A
(Company Name, if applicable)

Telephone: 308-237-1475 Date: 2-15-2017

Applicant Signature: Gary Sorensen

STATE OF ~~FLORIDA~~ NEBRASKA
COUNTY OF BUFFALO

The Foregoing instrument was acknowledged before me this 15th day of February, 2017,
by Gary Sorensen, whom is personally known by me OR
produced identification _____. Type of Identification Produced _____

Miriam D Merrihew
Notary Signature



Columbia County Tax Collector

generated on 2/16/2017 1:55:44 PM EST

Tax Record

Last Update: 2/16/2017 1:55:45 PM EST

Register for eBill

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
R02745-003	REAL ESTATE	2016			
Mailing Address GREATER SOUTHEASTERN LAND DEVELOPMENT LLC 10153 US HWY 90 WEST LAKE CITY FL 32055		Property Address 354 MABREY SW GEO Number 044S16-02745-003			
Exempt Amount	Taxable Value				
See Below	See Below				
Exemption Detail	Millage Code	Escrow Code			
NO EXEMPTIONS	002	N			
<u>Legal Description (click for full description)</u>					
04-4S-16 6200/6200 80.36 Acres COMM AT NE COR SEC, RUN W 74.82 FT TO A PT ON W R/W LINE CR-252, RUN S 7 DG W ALONG R/W 64.97 FT FOR POB, CONT S 7 DG W ALONG R/W, 241.92 FT TO PT OF CURVE, RUN SW'RLY ALONG CURVE, 880.26 FT, S 60 DG W 534.81 FT TO PT OF CURVE, RUN See Tax Roll For Extra Legal					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Exemption Value Amount	Taxable Value	Taxes Levied	
BOARD OF COUNTY COMMISSIONERS	8.0150	210,514	0	\$210,514 \$1,687.27	
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	0.7480	210,514	0	\$210,514 \$157.47	
LOCAL	4.5040	210,514	0	\$210,514 \$948.16	
CAPITAL OUTLAY	1.5000	210,514	0	\$210,514 \$315.77	
SUWANNEE RIVER WATER MGT DIST	0.4093	210,514	0	\$210,514 \$86.16	
LAKE SHORE HOSPITAL AUTHORITY	0.9620	210,514	0	\$210,514 \$202.51	
Total Millage		16.1383	Total Taxes		\$3,397.34
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
FFI	FIRE ASSESSMENTS	\$53.74			
Total Assessments			\$53.74		
Taxes & Assessments			\$3,451.08		
If Paid By			Amount Due		
			\$0.00		

Date Paid	Transaction	Receipt	Item	Amount Paid
11/30/201	PAYMEN	2100942.000	201	\$3,313.04

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

The Lake City Reporter
PO Box 1709
Lake City, FL 32056
Phone: 386-752-1293
Fax: 386-752-9400
Email: kriotto@lakecityreporter.com

AFFIDAVIT OF PUBLICATION

Legal Reference: Z0571
NOTICE OF PUBLIC HEARING

STATE OF FLORIDA
COUNTY OF COLUMBIA

Before the undersigned notary public personally appeared Todd L. Wilson, who on oath says that he is Publisher of the Lake City Reporter, a newspaper published at Lake City, Columbia County, Florida; confirms that the attached legal advertisement was published in the Lake City Reporter on the following date(s):

03/10/2017

Affiant

Sworn to and subscribed before me this 10th day of March, 2017


Kathleen A. Riotto, Notary Public

My commission expires August 20, 2018



KATHLEEN A. RIOTTO
MY COMMISSION # FF 132406
EXPIRES: August 20, 2018
Bonds Through Notary Services

NOTICE OF PUBLIC HEARING CONCERNING AN AMENDMENT TO THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS

BY THE PLANNING AND ZONING BOARD OF COLUMBIA COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF COLUMBIA COUNTY, FLORIDA, NOTICE IS HEREBY GIVEN that, pursuant to Sections 163.3161 through 163.3248, Florida Statutes, as amended, and the Columbia County Land Development Regulations, as amended, hereinafter referred to as the Land Development Regulations, objections, recommendations and comments concerning the amendments, as described below, will be heard by the Planning and Zoning Board of Columbia County, Florida, serving also as the Local Planning Agency of Columbia County, Florida, at public hearings on March 23, 2017 at 6:15 p.m., or as soon thereafter as the matter can be heard, in the School Board Administrative Complex located at 372 West Duval Street, Lake City, Florida.

Z 0571, an application by Megan Carter of Legacy Engineering Solutions, Inc., agent for Gary Sorenson, owner, to amend the Official Zoning Atlas of the Land Development Regulations by amending the zoning district of certain lands, the Planning and Zoning Board, serving also as the Local Planning Agency, recommends to the Board of County Commissioners that the zoning district be amended from RURAL RESIDENTIAL (RR) to COMMERCIAL, GENERAL (CG) for the property described, as follows:

COMMENCE at the Northeast corner of Section 4, Township 4 South, Range 16 East, Columbia County, Florida and run North 89°36'03" West along the North line of said Section 4 a distance of 74.82 feet to a point on the Westerly Right-of-Way line of Pinemount Road (County Road 252); thence South 07°15'01" West along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 306.89 feet to the point of curve of a curve concave to the Northwest having a radius of 1106.82 feet and a central angle of 45° 36'19"; thence Southwesterly along the arc of said curve, being still said Westerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 892.27 feet; thence South 60°33'18" West still along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 134.16 feet to the POINT OF BEGINNING; thence North 48°21'12" West a distance of 485.27 feet; thence South 89°55'01" West a distance of 331.25 feet; thence South 00°04'59" East a distance of 547.23 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of Section 4; thence continue South 00°04'59" East a distance of 137.52 feet to a point on the Northerly Right-of-Way line of Pinemount Road (County Road 252), said point being a point on a curve concave to the North having a radius of 2241.83 feet and a central angle of 09°22'06"; thence Northerly along the arc of said curve a distance of 329.41 feet to a point on the South line of the North 1/2 of the Northeast 1/4 of Section 4; thence continue Northerly along the arc of said curve a distance of 37.15 feet to the point of tangency of said curve; thence North 60° 33'18" East along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 400.85 feet to the POINT OF BEGINNING. Containing 6.81 acres, more or less.

A Portion of Tax Parcel Number 04-4s-16-02745-003

The public hearings may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearings shall be announced during the public hearings and that no further notice concerning the matters will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearings.

At the aforementioned public hearings, all interested parties may appear to be heard with respect to the amendments. Copies of the amendments are

At the aforementioned public hearings, all interested parties may appear to be heard with respect to the amendments.

Copies of the amendments are available for public inspection at the Office of the County Planner, County Administrative Offices located at 135 North-east Hernando Avenue, Lake City, Florida, during regular business hours.

All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceeding should contact Lisa K. B. Roberts, at least seven (7) days prior to the date of the hearing. Ms. Roberts may be contacted by telephone at (386) 758-1005 or by Telecommunication Device for Deaf at (386) 758-2139.

324973
March 10, 2017

*Posted
3-10-17
BMS*

**PUBLIC NOTICE:
NOTICE OF PUBLIC HEARING
BEFORE THE PLANNING & ZONING BOARD OF
COLUMBIA COUNTY, FLORIDA.**

BY THE PLANNING AND ZONING BOARD OF COLUMBIA COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF COLUMBIA COUNTY, FLORIDA, NOTICE IS HEREBY GIVEN that, pursuant to Sections 163.3161 through 163.3248, Florida Statutes, as amended, and the Columbia County Land Development Regulations, as amended, hereinafter referred to as the Land Development Regulations, objections, recommendations and comments concerning the amendments, as described below, will be heard by the **Planning and Zoning Board of Columbia County, Florida, serving also as the Local Planning Agency** of Columbia County, Florida, at public hearings on **March 23, 2017 at 6:15 p.m.**, or as soon thereafter as the matters can be heard, in the School Board Administrative Complex located at 372 West Duval Street, Lake City, Florida.

Z 0571, an application by Megan Carter of Legacy Engineering Solutions, Inc., agent for Gary Sorensen, owner, to amend the Official Zoning Atlas of the Land Development Regulations by amending the zoning district of certain lands, the Planning and Zoning Board, serving also as the Local Planning Agency, recommends to the Board of County Commissioners that the zoning district be amended from RURAL RESIDENTIAL ("RR") to COMMERCIAL, GENERAL ("CG") for the property described, as follows:

COMMENCE at the Northeast corner of Section 4, Township 4 South, Range 16 East, Columbia County, Florida and run North 89°36'03" West along the North line of said Section 4 a distance of 74.82 feet to a point on the Westerly Right-of-Way line of Pinemount Road (County Road 252); thence South 07°15'01" West along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 306.89 feet to the point of curve of a curve concave to the Northwest having a radius of 1105.92 feet and a central angle of 45°36'19"; thence Southwesterly along the arc of said curve, being still said Westerly Right-of-Way line of Pinemount Road (County Road 252), a distance of 880.27 feet; thence South 60°33'18" West still along said Westerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 134.16 feet to the POINT OF BEGINNING; thence North 46°21'12" West a distance of 485.27 feet; thence South 89°55'01" West a distance of 331.25 feet; thence South 00°04'59" East a distance of 547.23 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of Section 4; thence continue South 00°04'59" East a distance of 137.52 feet to a point on the Northerly Right-of-Way line of Pinemount Road (County Road 252), said point being a point on a curve concave to the North having a radius of 2241.83 feet and a central angle of 09°22'06"; thence Northerly along the arc of said curve a distance of 329.41 feet to a point on the South line of the North 1/2 of the Northeast 1/4 of Section 4; thence continue Northerly along the arc of said curve a distance of 37.15 feet to the point of tangency of said curve; thence North 60°33'18" East along said Northerly Right-of-Way line of Pinemount Road (County Road 252) a distance of 400.65 feet to the POINT OF BEGINNING.

Containing 6.81 acres, more or less.

A Portion of Tax Parcel Number 04-4s-16-02745-003

At the aforementioned public hearings, all interested parties may appear to be heard with respect to the amendments.

Copies of the amendments are available for public inspection at the Office of the County Planner, County Administrative Offices located at 135 Northeast Hernando Avenue, Lake City, Florida, during regular business hours.

All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceeding should contact Lisa K. B. Roberts, at least seven (7) days prior to the date of the hearing. Ms. Roberts may be contacted by telephone at (386)758-1005 or by Telecommunication Device for Deaf at (386)758-2139.

**FOR MORE INFORMATION, CONTACT BRANDON M.
STUBBS, COUNTY PLANNER AT (386) 754-7119**

**PUBLIC
NOTICE**



THE LAKE CITY REPORTER

Lake City, Columbia County, Florida

STATE OF FLORIDA,
COUNTY OF COLUMBIA,

Legal Copy
As Published

Before the undersigned authority personally appeared **Todd Wilson** who on oath says that he is Publisher of the Lake City Reporter, a newspaper published at Lake City, Columbia County, Florida; that the attached copy of advertisement, being a

in the matter of *Legal Notice of Enactment of Ordinances*

in the *April 7, 2017* Court, was published in said newspaper in the issues of

Affiant further says that The Lake City Reporter is a newspaper published at Lake City in said Columbia County, Florida, and that the said newspaper has heretofore been continuously published in said Columbia County, Florida, and has been entered as second class mail matter at the post office in Lake City, in said Columbia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this *7* day of *April* A.D., 20 *17*



KATHLEEN A. PIONTO
MY COMMISSION # FF 133406
EXPIRES: August 20, 2018
Bonded Thru Budget Notary Services

Notary Public

NOTICE OF ENACTMENT OF ORDINANCES BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA

NOTICE IS HEREBY GIVEN that the ordinance, which title hereinafter appear, will be considered for enactment by the Board of County Commissioners of Columbia County, Florida, at public hearings on April 20, 2017 at 5:30 p.m., or as soon thereafter as the matters can be heard, in the School Board Administrative Complex located at 372 West Duval Street, Lake City, Florida. Copies of said ordinances may be inspected by any member of the public at the Office of the County Manager, County Administrative Offices located at 135 Northeast Hamando Avenue, Lake City, Florida, during regular business hours. On the date, time and place first above mentioned, all interested persons may appear and be heard with respect to the ordinances. The title of said ordinances reads as follows:

ORDINANCE NO. 2017-5
AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 98-1, COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, RELATING TO AN AMENDMENT OF LESS THAN TEN CONTIGUOUS ACRES OF LAND TO THE OFFICIAL ZONING ATLAS OF THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, Z 0571, BY THE PROPERTY OWNER OF SAID ACRESAGE PROVIDING FOR REZONING FROM RURAL RESIDENTIAL (RR) TO COMMERCIAL GENERAL (CG) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA, PROVIDING SEVERABILITY, REPEALING ALL ORDINANCES IN CONFLICT, AND PROVIDING AN EFFECTIVE DATE.

The public hearings may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearings shall be announced during the public hearings and that no further notice concerning the matters will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearings.

All persons are advised that, if they decide to appeal any decisions made at the public hearings, they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings are made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation of an interpreter to participate in the proceeding should contact Lisa K. B. Roberts, at least seven (7) days prior to the date of the hearing. Ms. Roberts may be contacted by telephone at (386) 758-1005 or by Telecommunication Device for Deaf at (386) 758-2139.

331973
April 7, 2017

LEGLAS

NOTICE OF ENACTMENT OF ORDINANCES
BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMB COUNTY FLORIDA

NOTI I HERE GIV that the ordinance, which titles hereinafter appear, will be considered by the Board of County Commissioners on April 7, 2017 at 5:00 p.m. or as soon thereafter as the matter can be heard in the Board of County Commissioners' meeting at 37 West Duval Street, Lake City, Florida. Copies of said ordinances may be inspected by any member of the public at the Office of the County Manager, County Administration Office located at 13 North Hernand Avenue, Lake City, Florida, during regular business hours. On the date, time and place first above mentioned, an interest persons may appear and be heard with respect to the ordinances. The title and ordinance number is as follows:

ORDINANCE NO. 2017-5 OF COLUMB COUNTY FLORIDA AMENDING ORDINANCE NO. 98-COLUMB COUNTY FLORIDA DEVELOPMENT REGULATION AS AMENDED TO AMENDMENT OF LESS THAN 1 ACRE (LTD) OFFICIAL ZONING ATLA OF COLUMB COUNTY FLORIDA DEVELOPMENT REGULATION AMENDED PURSUANT TO AN APPLICATION, 0571 B T T OWNER OF SAID ACRES, PROVIDING REZONING FROM RUR RESIDENTIAL (RR) TO COMMERCIAL GENERAL (C OF CERTAIN LANDS WITH THE UNINCORPORATED COLUMB COUNTY FLORIDA PROVIDING SEVERABILITY REPEAL ALL ORDINANCES IN CONFLICT A PROVIDING AN EFFECTIVE DATE.

The public hearing may be continued to one or more future dates. Any interested party shall advise in writing the date and place of any continuation of the public hearings shall be announced during the public hearings and that no further notice concerning the matter will be published, unless said continuation exceeds a calendar week from the date of the above reference public hearings.

All persons are advised that, if they decide to appeal any decisions made at the public hearings, they will need a record of the proceeding and for such purpose, they may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based, in accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceeding should contact Li K Robert at least seven (7) days prior to the date of the hearing. Mr. Robert may be contacted by telephone at (386) 758-1000 by Telecommunication Device for Deaf at (386) 758-2138.

331973

105-LOST AND FOUND
April 7, 2017

FOUND: S o k e on Baug f C 386-344-02 and identify.

205LANDSCAPING/ YARD WORK

Powell Lawn Service. Call for FREE Estimates! 386-487-6264

305-GENERAL

****SIGN ON BONUS****
Now hiring truck drivers. Must have CD W Tank endorsements, 1-2 years experience, 7 yrs MV W 1 p per mile loaded and unloaded. For more information please contact Willia Dairy Trucking at (912) 367-9160

2 Bartenders needed, must be HONEST, reliable, & able to be a member of the American Legion in some form, smoking environment. Reference background check, driver test required. Start at minimum wage. 386-365-5327 9am to 5pm

ACCOUNTANT/AUDITOR
Position available at local CPA firm. Must have accounting degree and Microsoft Office skills. Salary based upon relevant experience. See resume t powell6@bellsouth.net

ACCOUNTS PAYABLE SPECIALIST
years rece heavy a counts payable experience required. Please apply at employment@florida.com

Lake City Reporter
Advertising Director
The Lake City Reporter has an immediate opening for an advertising director. The five-person sales team will be a public community daily plus 6 magazines, all of which offer digital components. Small community newspapers are thriving and this position offers a lucrative base salary plus a generous bonus opportunity. Lake City is growing retail market and the newspaper matters you can contribute. Email your resume and cover letter to: Wilson@lakecityreporter.com.

305-GENERAL

CDL DRIVERS CLASS A
Warren Pine Straw Co is hiring CDL driver from ever day/night or every other day/night. Good pay, Contact 386-935-0476.

Company Driver Needed
Columb Co is recruiting for pickup and delivery in FL & S GA. Home most nights & all weekends. Requires good on-road driving record & 6 mo verifiable experience. W or full time. Good equipment. Competitive pay. Full benefit package. Call for details: 386-755-7777 or Greg or Eddie

Homes of Merit is looking for
experience help in the following areas: Carpet installer, Exterior Remodeling, Cabinet/Paint/Finishing, Drywall/finisher, Electrician, Framing, General Contractors, Handyman, Millwright/Mechanical work, Experience in Hydraulic and Pneumatic help. Send resume to: 191 SE SR 1 Dr, Fr Workforce

Land Survey Crew Chief
needed immediately. FDOT Project experience a plus. Donald F Lee Assoc. Ridgewood Avenue 386-755-6188

Needed Exp Grill Cook, Daytime on no Sunday or night shift. Apply in person at Shirley's, 746 E Duval.

Wanted experienced maintenance laborer. Winni attitude. Apply at stoneridgemgmt.com

Tech-ent or ex i
Opening. Busy shop. Email bjd@startech.cc

RECORD STORAGE CLERK- FULL TIME

Detailed oriented, people oriented. Excellent customer service and phone skills. Excellent computer skills. Go drivin record. Light required. lig maint. Handyman skills a plus. \$11.50 - \$13.00 per hr based on experience. Drop off resume and fill out an Application between Monday through Friday. Mini Storage, Fico, Stora La Ci 44 SW Sai Ma gar Street, Lake City, F 32025 **No phone call!**

Security Office Need in O La Ci area \$10/hr Current D Security Lic, Clear background, Drivers Lic, Phone, Diploma/GED, Benefits, DRIV EEO Mu App at www.dssecurity.com BB9100030

We drillin assista wants Valid DL CDL preferred. Must pass dr a bk check. Must have flexibl schedule. Competitive pay. Benefits include IRA & health ins. Apply 904 NW Main Blvd, Lake City.

315-MEDICAL

Avalon Healthcare is seeking professional CNAs, and offering \$10.35 starting pay for those who qualify. A candidate must pass a background check, as well as possess an active certification. Please apply in person at Aval Healthcare 12 SW Main Blvd, Lake City, FL

Medical help wanted for busy doctor office. Looking for experienced medical assistant & front office personnel. Email resume to echo@primarycaremedical.com

Pa ti Dent Assistan Specialty office exp necessary. Fax resume to: 386-758-7742 kjurecko@jangendo.com

405-YARD SALES

200 SW Fulton Pl, Saturday, April 8th, 9-7. Something for everyone!

Estate Sale: Fri & Sat 8-3
174 Dalmation Lane Sporting equipment, household items and much more

FT WHITE CITY-WIDE YARD SALE
Biggest sale of the year! Saturday 7:00-2:00. 5 Vend spaces at \$15 each. No reservation required. See early Downtown Ft Wni at 1 Train Depot/Chamber of Commerce 7853 US Hwy 27.

Multi-Family Carpo Sale
4/7, 7-9 Car C Fr 9 to Brow R follow signs. From Lake Jeffrey Nash to Carr Ct. Ladders, jewelry, lot of hshl items baby boy clothes, girls, men & women, good quality. 755-3682

405-YARD SALES

Multi-Family Sat. 4/8, 8-7,
58 S Dant Terr o C 242 clothes, books & more
PUBLISHER'S NOTE
All Yard Sale Ads Must be Pre-Paid.

Trammel Estate Sale: Sat. April 8, 9am-2pm
170 Lakewood Ct B Blocks South of DOT) Furniture & Furnishings. Call Charlie 984-7226

YARD SALE
SATURD 4/7 7A TI ? 408 OAK STREET, BEHIND VA HOSPITAL

415-AUCTIONS

Estate Auctions: Fri April 7th @ 6pm
High Springs, FL Hwy 27 N auctionzip.com #20822

MaH O BR Set Prim
Ma Ca Vic Fur washer/dryer tractor wbu ho jewelr Fiery Rot Doulton, Roseville, Fiat art. B. Willia AU437/AB3447 352-258-0604

445-MISCELLANEOUS FOR SALE

Dryer white, good condition \$75
386-965-6767 or 678-617-5560

Electric Stove white, works great \$75
386-965-6767 or 678-617-5560

Medium-size che freezer, works well, \$100
386-292-3927

Pu La mowe barel used, look like ne \$100
386-292-3927

Washer white, works great \$100
386-965-6767 or 678-617-5560

535-BOATS/MARINE

Mail 13' Fiberglass boat
w/trailer d w well, n aluminum Fi Find PMAS 150, Mini Kota Trolling Moto Tohat stro 25 motor. \$3500 386-365-6485

605-PETS & ANIMALS FOR SALE

PUBLISHER'S NOTE
Flori L 828, require dogs and cats being sold to be at least 8 weeks old and have a health certificate. I licensed veterinarian documenting they have mandatory shots and are free from intestinal and external parasites. Ma specie o wildli mu b ilicens by Flori Fi an Wildlife. If you are unsure, contact the local office for information.

610-LOST AND FOUND PETS & ANIMALS

REWARD black on chocolate retriever LO 317 near Hartong & 47 S, Call 386-438-4460

705-HOMES FOR RENT

3/2 new construction, lease option. No Pets. 1st, last, \$850/mo. \$1100/ Sou of two Credit ref's req'd 386-397-6425

3BR/1BA brick home on 5ac, CH/ yard, storage bldg \$800/mo \$800/dep 365-8243

Lg 4+BR/3.5 BA, 2 car garage, quiet, dogs ok \$1495/mo, 240-274-9368

710-APARTMENTS FOR RENT

2BR/1B klt/dinet are CH/A, 1 car garage, W/D hook up, new carpet \$550/mo, 1 mo sec. No pets. 386-961-8075

3BR's as low as \$699/mo
Windsong Apartments We offer 1, 2, & 3 BR's 2500 sq ft Windsong Circle 386-758-6455 All amenities included!

Starting at \$545/mo, tile floors, fres pain Gre Area, CA (386)752-9626

805-HOMES FOR SALE

1331 E Duval, Hwy 90 frontage, 4BR/2BA \$77,500
386-755-6030 leave message

Handyman 3/1 Close to VA, lg corner lot, 954 SE Putnam St. Owner Finance \$39,900, \$3000 dow \$380/ Discoun f cash. 352-215-1018 LandOwnerFinancing.com

PUBLISHER'S NOTE
All real estate advertising in this newspaper is subject to the fair housing act which makes it illegal to adverti a preference, limitation or discrimination based on race, color, religion, sex, disability, familial status or national origin, or any intent to discriminate. Familia stat ind children under the age of 18 living with parents or legal custodians. Pregnant wom people securing custody of children under the age of 18. This newspaper w no knowleg accept an advertisi r esta, which is in violation o the law. Our readers are here to inform th a dwellin advertis th newspaper at available on an equ oportunity basis. To complain of discrimination call HUD toll free at 1-800-669-9777, the toll free telephone number for the hearing impaired is 1-800-927-9275.

810-LAND & LOTS FOR SALE

1/2 to 10 acre lots; owner financing, some with w/s/p Deas Bullard/BKL Properties 386-752-4339 www.landnl.com



COURTESY PHOTOS

Wrestling banquet

Columbia's wrestling team was honored at its season banquet. Chase Curtis (left) pictured below won MVP while Chapp Spang (right) won Most Improved and Most Pins Award. Martin Lee won the outstanding freshman award. Daniel Mann won the comeback wrestler of the year award. Mitchell Gregory won the breakout wrestler of the year award and others received varsity letters.



CAMPING WORLD

Spring RV SALE

NOW THRU APRIL 30TH!
LOW APR FINANCING AVAILABLE!

NEW 2017 JAYCO JAY FLIGHT SLX 154BH
Stk# 1340369 | MSRP \$15,985

\$10,799 OR \$104/mo.*
Based on 20% down @ 5.99% APR for 144 mos.

SAVE 32%!

NEW 2017 STARCRAFT AR-ONE 17RD
Stk# 1293908 | MSRP \$16,056

\$12,481 OR \$112/mo.*
Based on 20% down @ 5.99% APR for 144 mos.

NEW 2016 COLEMAN COLEMAN CTS314BH
Stk# 1230667 | MSRP \$29,961

\$19,881 OR \$187/mo.*
Based on 20% down @ 5.99% APR for 144 mos.

NEW 2016 KEYSTONE COUGAR 333MKS
Stk# 1290568 | MSRP \$35,695

\$39,981 OR \$299/mo.*
Based on 20% down @ 5.99% APR for 180 mos.

NEW 2017 JAYCO GREYHAWK 29ME
Stk# 1298511 | MSRP \$113,382

\$86,674 OR \$532/mo.*
Based on 20% down @ 5.99% APR for 240 mos.

CAMPING WORLD RV SALES

530 Southwest Florida Gateway Dr. in LAKE CITY, FL
RV Sales Hours Monday-Friday 9am-5pm, Saturday 9am-5pm, Sunday 10am-5pm
855.208.1279 | CampingWorld.com/RV

*Camping World RV Sales prices and payments not inclusive of tax, title, license and dealer doc fees. All payments to qualified buyers with approved credit subject to lender terms. Admitted inventory available at time of posting. New unit photography for illustrative purposes only. May not be combined with any other offer and not applicable to prior sales. *On select models. Available to qualified buyers, based on lender credit qualifications. Down payment may be required. May not be combined with any other offer and not applicable to prior sales. © 2017 FreedomRoads, LLC. CAMPING WORLD and the CAMPING WORLD Mountain Logo are registered trademarks of CWI, Inc. and used with permission. Unauthorized use of any of CWI, Inc.'s trademarks is expressly prohibited. All rights reserved. See dealer for details. Offer expires 4/30/17. LAC16384-037

*Posted
4-7-17
BMS*

PUBLIC NOTICE: NOTICE OF ENACTMENT OF AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA.

NOTICE IS HEREBY GIVEN that the ordinances, which titles hereinafter appear, will be considered for enactment by the **Board of County Commissioners** of Columbia County, Florida, at public hearings on **April 20, 2017 at 5:30 p.m.**, or as soon thereafter as the matters can be heard, in the School Board Administrative Complex located at 372 West Duval Street, Lake City, Florida. Copies of said ordinances may be inspected by any member of the public at the Office of the County Manager, County Administrative Offices located at 135 Northeast Hernando Avenue, Lake City, Florida, during regular business hours. On the date, time and place first above mentioned, all interested persons may appear and be heard with respect to the ordinances. The title of said ordinances read, as follows:

ORDINANCE NO. 2017-5

AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 98-1, COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO AN AMENDMENT OF LESS THAN TEN CONTIGUOUS ACRES OF LAND TO THE OFFICIAL ZONING ATLAS OF THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, Z 0571, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM RURAL RESIDENTIAL ("RR") to COMMERCIAL, GENERAL ("CG") OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

At the aforementioned public hearing, all interested parties may appear to be heard with respect to the amendment.

Copies of the amendment are available for public inspection at the Office of the County Planner, County Administrative Offices located at 135 Northeast Hernando Avenue, Lake City, Florida, during regular business hours.

All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceeding should contact Lisa K. B. Roberts, at least seven (7) days prior to the date of the hearing. Ms. Roberts may be contacted by telephone at (386)758-1005 or by Telecommunication Device for Deaf at (386)758-2139.

**FOR MORE INFORMATION, CONTACT
BRANDON M. STUBBS, COUNTY PLANNER AT
(386) 754-7119**

PUBLIC NOTICE

(The sign contains two columns of small, illegible text, likely a public notice or legal document.)





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: April 13, 2017 Meeting Date: April 20, 2017

Name: Scott Ward Department: BCC Administration

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

Resolution # 2017R-10 Approving an Interlocal Agreement with the Florida Development Financing Corporation

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

2. Fiscal impact on current budget.

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

Budget Amendment Number: Fund:

FROM:F TO:TO: AMOUNT:

For Use of County Manger Only:


[] Consent Item [X] 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: April 13, 2017
To: Ben Scott, County Manager
From: Scott Ward, Assistant County Manager 
RE: Interlocal Agreement with the Florida Development Finance Corp.

The Florida Development Finance Corporation ("FDFC") is a conduit bond issuer, created pursuant to Chapter 288, Florida Statutes for providing financing for projects that promote economic development. In this regard, Waste Pro USA, Inc., a Florida corporation, requesting the issuance of private activity bonds in connection with the financing and refinancing of solid waste disposal facilities that are located throughout the State of Florida, including Columbia County, has submitted an application to the FDFC. The Capital Improvements within Columbia County include:

Trucks and Related Equipment	\$1,694,448
Front Load Containers	307,368
Capitalized Repairs	231,661
Rolloff Containers	185,285
Toter	28,150
Machinery and Equipment	<u>4,767</u>
Total Expenditures	\$2,451,679

In order to assist with this proposed transaction, FDFC is required to have an Interlocal Agreement in place with Columbia County that generally authorizes the FDFC to finance projects that are located within the County's jurisdiction. In this regard, I have attached a draft Interlocal Agreement, along with a proposed authorizing Resolution, for the Commissioners' consideration.

RESOLUTION NO. 2017 R-10

A RESOLUTION OF COLUMBIA COUNTY, FLORIDA APPROVING THE INTERLOCAL AGREEMENT WITH THE FLORIDA DEVELOPMENT FINANCE CORPORATION AUTHORIZING THE FLORIDA DEVELOPMENT FINANCE CORPORATION TO EXERCISE ITS POWERS AS SET FORTH IN CHAPTER 288, PART X, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA:

Section 1. Findings and Recitals. It is hereby found, ascertained, determined and declared:

A. Florida Development Finance Corporation (the “Issuer”) was created by the Florida Development Finance Corporation Act, Chapter 288, Part X, Florida Statutes (the “Act”), which provides, in part, that the Issuer may issue revenue bonds to finance projects for the benefit of approved Florida businesses to enhance the economic development of the State of Florida, provided that the Issuer has entered into an interlocal agreement with the local governmental agency in which the project will be located.

B. The Issuer intends to issue bonds or other indebtedness for projects located within the unincorporated limits of the County, including without limitation bonds which will be issued to provide financing for Waste Pro USA, Inc., a Florida corporation, and/or one or more of its affiliates (collectively, the “Borrower”), for the acquisition, construction and equipping of solid waste disposal facilities located throughout the State of Florida and used in connection with the disposal, conversion, or reclamation of solid waste, including without limitation: (A) the acquisition and equipping of new collection vehicles, trucks, trailers, solid waste disposal containers and related equipment, and computers; (B) the acquisition of certain solid waste recycling sorting and processing equipment; (C) the acquisition, construction, improvement and equipping of certain solid waste disposal, collection (including related CNG infrastructure), transfer, recycling and customer care facilities; (D) certain landfill development costs (including landfill cell development and liners to create additional disposal capacity at the Company’s current permitted landfill sites) and cost of general improvements (including paving and grading and other infrastructure improvements); and (E) any other permitted use of the proceeds by the Borrower, as well as the installation, development, design, engineering, replacements, demolition, improvements, equipment, construction, renovation, structures, permitting and capital expenditures that were, or will be, undertaken or incurred to accomplish the foregoing (collectively, the “Project”).

C. The Issuer has requested that the Board of County Commissioners approve the issuance of the bonds for the Project so that the bonds may be issued in compliance with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Board of County Commissioners finds it desirable and in the best interest of the County that the proposed bonds for the financing of the Project be approved.

Section 2. Approval of Interlocal Agreement. The Interlocal Agreement between the County and the Issuer, which authorizes the FDFC to issue bonds as set forth in Chapter 288, Part X, Florida Statutes, within the jurisdictional limits of the County, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth herein, is hereby approved.

Section 3. Approval of Bonds for the Project. Solely for the purposes of the Code, the County hereby approves the issuance of the proposed bonds by the Issuer for the Project and the use of the proceeds to finance the proposed Project to be located within the County.

Section 4. Limitation. The issuance of bonds approved hereunder and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of the County, the State of Florida or any political subdivision or agency thereof but shall be payable solely from the revenue pledged therefor pursuant to a loan agreement and/or other financing agreement entered into by the Issuer prior to or contemporaneously with the issuance of the bonds. The approval given herein is solely for the purposes of the Code and shall not be construed as an approval of any zoning application or any regulatory permit required in connection with the Project, nor creating any vested rights with respect to any land use regulations, and the Board of County Commissioners shall not be construed by virtue of its adoption of this Resolution to have waived, or be estopped from asserting, any authority or responsibilities it may have in that regard. Additionally, the approval granted herein shall not be construed as approval by the Board of County Commissioners of the financial feasibility of the Project or of any financial matters with respect to either the Project, the Borrowers or the bonds.

Section 5. Repealing Clause. All restrictions or resolutions or portions thereof in conflict herewith are, to the extent of such conflict, hereby superseded and repealed.

Section 6. Effective Date. This resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this 20 day of April, 2017, in regular session, by Columbia County, Florida.

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

By: _____
Ronald Williams, Chairman

(SEAL)

ATTEST:

P. DeWitt Cason, Clerk of Court

Exhibit A: Interlocal Agreement

EXHIBIT A

FORM OF INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") dated this 20th day of April, 2017, is made by and between COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and the FLORIDA DEVELOPMENT FINANCE CORPORATION (the "FDFC").

WHEREAS, the Legislature of the State of Florida (the "Legislature") adopted the Florida Development Finance Corporation Act of 1993 (the "Act"); and

WHEREAS, the Legislature determined that it was necessary, in order to achieve the purposes of the Act, as amended, to create a special development finance authority to cooperate and act in conjunction with public agencies of Florida's state and local governments through interlocal agreements pursuant to the Florida Interlocal Cooperation Act of 1969, as amended (the "Interlocal Act"), in the promotion and advancement of projects related to economic development throughout the State of Florida (the "State"); and

WHEREAS, pursuant to the Act, the FDFC was created with the power to function for any purposes of the Act within the corporate limits of any public agency once it has entered into an interlocal agreement with that public agency; and

WHEREAS, the County and the FDFC desire to enter into this interlocal agreement to allow the FDFC to issue bonds or other indebtedness for projects located within the unincorporated limits of the County, including without limitation bonds which will be issued to provide financing for Waste Pro USA, Inc., a Florida corporation, and/or one or more of its affiliates (collectively, the "Borrower"), for the acquisition, construction and equipping of solid waste disposal facilities located throughout the State of Florida and used in connection with the disposal, conversion, or reclamation of solid waste, including without limitation: (A) the acquisition and equipping of new collection vehicles, trucks, trailers, solid waste disposal containers and related equipment, and computers; (B) the acquisition of certain solid waste recycling sorting and processing equipment; (C) the acquisition, construction, improvement and equipping of certain solid waste disposal, collection (including related CNG infrastructure), transfer, recycling and customer care facilities; (D) certain landfill development costs (including landfill cell development and liners to create additional disposal capacity at the Company's current permitted landfill sites) and cost of general improvements (including paving and grading and other infrastructure improvements); and (E) any other permitted use of the proceeds by the Borrower, as well as the installation, development, design, engineering, replacements, demolition, improvements, equipment, construction, renovation, structures, permitting and capital expenditures that were, or will be, undertaken or incurred to accomplish the foregoing (collectively, the "Project"); and

WHEREAS, the County and the FDFC agree as follows:

Section 1. Authorization to Act.

The County and the FDFC agree that the FDFC will have the full right, power and authority to exercise all powers set forth in the Act within the jurisdiction of the County, subject to the terms and conditions set forth herein.

Section 2. Costs and Indebtedness.

The FDFC will be solely responsible for all indebtedness, liabilities, costs or expenses of FDFC or the County incurred in carrying out this Agreement. In addition, bonds, notes or other indebtedness issued by the FDFC pursuant to this Interlocal Agreement:

- a. will not constitute and will not be construed as a debt, liability, or obligation of the County, the State, or any subdivision thereof;
- b. will not constitute and will not be construed as a pledge of the faith and credit or any taxing power of the County or the State or any subdivision thereof; and
- c. will be limited obligations of the FDFC payable solely from and secured by a pledge of payments made by the FDFC and other funds provided therefore; and
- d. will not reference in any context, except for geographic purposes, the County on or within said bonds, notes, or other forms of indebtedness.

Section 3. FDFC Operations.

The FDFC shall be responsible for administering its own affairs pursuant to the Act and this Agreement and will not be required to obtain any further approval, consent or authorization from the County, except as the Act or any other provision of applicable law or this Agreement may provide.

Section 4. Duration of Agreement.

The terms of this Agreement will be for a one year period and shall automatically be renewed each year for an additional one year period unless the County or the FDFC provide written notice to the other party that the party wishes to terminate this Agreement. If that notice has been provided, this Agreement will terminate on or before sixty (60) days from the receipt of the notice. Such termination shall not affect any bonds, notes or other indebtedness issued by the FDFC pursuant to this Agreement prior to the effective date of any termination of this Agreement.

Section 5. Severability.

If any one or more of the sections of this Agreement are held to be contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited, contrary to any express provision or provision of public policy or for any reason held invalid, then those sections will be null and void and will be deemed separate from any other sections of this Agreement.

Section 6. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 7. Effective Date of Agreement.

This Agreement shall be effective immediately.

[Signature Pages Follow]

IN WITNESS WHEREOF, the County and the FDFC have caused this Agreement to be executed by their duly authorized representatives.

FLORIDA DEVELOPMENT FINANCE CORPORATION

By: _____

Its: _____

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
2017 by _____

_____ who is personally known to me, or

_____ who produced _____, as identification.

Signature of Notary Public

(Print Name of Notary Public)

Commission Expires _____

Commission #: _____

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

By: _____
Ronald Williams, Chairman

(SEAL)

ATTEST:

P. DeWitt Cason, 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: April 4, 2017 Meeting Date: April 20, 2017

Name: Tom Brazil Department: Combined Emergency Communications Center

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Approval of supplemental pay for Alternate Terminal Agency Coordinator (TAC) of \$.50 per hour.

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. 001-2510-525.10-12
 No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____ Fund: _____

FROM:F _____ TO:TO: _____ AMOUNT: _____

For Use of County Manger Only:

Consent Item Discussion Item



*COLUMBIA COUNTY, FLORIDA
COMBINED COMMUNICATIONS CENTER 9-1-1
263 NW LAKE CITY AVE.
LAKE CITY, FL 32055
(386) 758-1125
FAX (386) 758-1386*

MEMORANDUM

DATE: April 13, 2017

TO: Ben Scott County Manager

FR: Thomas W. Brazil Director 911 Coordinator

RE: Alternate Terminal Agency Coordinator (TAC) Position

From our meeting this week I believe we need to readdress the issue of the Alternate TAC position at the Combined Communications Center. Shift Supervisor Jessica Milton, the current designated Alternate TAC, has made overtures that she is actively seeking other employment. In addition, she has expressed that she no longer wants the duties or responsibility of being the Alternate TAC and has been less than zealous lately in carrying those duties.

Insuring accuracy in FCIC entries is a critical FDLE requirement and a significant issue for the Center. Additionally have a designated Alternate TAC is a requirement of FDLE. We do all FCIC entries for the Sheriff's Office with the exception of warrants and writs, all of which must verified for accuracy. Additionally we are responsible validations of all Domestic Protection Orders. In the years I have been Director this workload has done nothing but increase exponentially. Recently we learned that we process roughly the same volume of Domestic Protection Orders per month as Alachua County and they have four Alternate TAC's in their Center. FDLE is becoming more and more diligent and stringent in their entry audits. Additionally having a second individual fully trained a capable to step into a specialized function such as TAC is only prudent.

Public Safety Telecommunicator (PST) Jason Rosenfeld has expressed interest in assuming the duties of the Alternate TAC and has even attended the FDLE TAC training on his own time. As PST Rosenfeld is not a supervisor, I believe it only proper that we compensate him for assuming these additional ancillary duties. Currently that TAC position salary is \$16.21 per hour and PST Rosenfeld's salary is \$14.23. Therefore I would like to designate PST Rosenfeld as the Alternate TAC and compensate him \$.50 per hour, (\$1,040.00 annually) bringing his hourly rate to \$14.57 as "supplemental pay" for assuming these ancillary duties. This supplemental pay would still keep PST Rosenfeld within the salary range as approved in the 2016-17 salary scale by the BOCC as listed below. It is understood that the supplemental pay for the Alternate TAC position is not a pay raise nor promotion; rather it is based on assignment. Should PST Rosenfeld be removed from or relinquish the Alternate TAC position he would immediately lose this supplemental pay.

Thank you for your attention in this matter.

COLUMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS
CENTRAL COMMUNICATIONS PAY GRADE SCHEDULE

POSITION TITLE	EXEMPT STATUS	PAY GRADE	MINIMUM / OVERTIME	MAXIMUM / OVERTIME
PRN TELECOMMUNICATOR	N	201	12.77 W/CERTS	13.72/17.00
911 PUBLIC SAFETY TELECOMMUNICATOR	N	202	10.52/15.78	15.78/23.67
UPON COMPLETION OF PROBATION			.50	.50
DEPARTMENT OF HEALTH CERTIFICATION			.50	.50
EMD CERTIFICATION			.50	.50
EFD CERTIFICATION			.50	.50
APCO CERTIFICATION			.25	.25
CPR CERTIFICATION			.25	.25
FDLE CERTIFICATION			.25	.25
COMPLETE CERTIFICATION			13.27/19.91	18.53/27.80
ANNUAL SALARY			\$30,362	\$42,397
911 P.S. TELECOMMUNICATOR SUPERVISOR	N	205	14.00/21.00	19.50/29.25
ANNUAL SALARY			\$32,032	\$44,616
ANNUAL SALARIES FOR THE ABOVE PAY GRADES ARE CALCULATED ON 1976 REGULAR HOURS AND 208 OVERTIME HOURS ANNUALLY				
TERMINAL AGENCY COORDINATOR	EA	206	32,680	48,010
TRAINING QA COORDINATOR	EA		32,680	48,010
ASSISTANT 911 COMMUNICATIONS CENTER MGR	EA	207	19.76	29.16
			41,100	60,653
911 COMMUNICATIONS CENTER MANAGER	EE		NEGOTIABLE	
<p><u>Supplement: Alternate Terminal Agency Coordinator</u> <u>\$.50 (hourly)</u></p> <p>Employee will only be eligible for increases at the time, and not prior to, the County Board of County Commissioners Human Resources Department receiving required State certifications as stipulated. It is the employee's responsibility to provide the required state certifications. No retro-activity pay will be paid relative to the payment of supplements.</p>				

Revisions Board Approved 09/15/2016, 4/20/2017



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: April 13, 2017 Meeting Date: April 20, 2017

Name: Ben Scott Department: BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

Sheriff Additional Revenues - \$457,025

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

2. Fiscal impact on current budget.

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

Budget Amendment Number: BA 17-39 Fund: 001-GENERAL FUND

FROM:F	TO:TO:	AMOUNT:
001-0000-389.04-00001-0000-389.04-00 OTHER SOURCES / CASH BALANCE FORWARD	001-8100-581.91-21 OTHER INTERFUND TRANSFERS OUT / SHERIFF SPECIAL REVENUE	\$457,025.00
121-0000-381.90-01121-0000-381.90-01 INTERFUND TRANSFERS IN / FROM GENERAL FUND	121-8400-584.90-98 INTL RESERVES / CASH BALANCE FORWARD	RESE \$457,025.00

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: April 13, 2017

RE: Sheriff Additional Revenues

As per the interlocal agreement between the County and Sheriff, the Sheriff Fund shall be allocated thirty nine (39) percent of additional funds generated by the five (5) non-restricted revenues defined in the agreement. As per the attached calculations, the amount for fiscal year 2015-16 is \$457,025.

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

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
SHERIFF ADDITIONAL REVENUES
2015-16

	<u>Budgeted</u>	<u>Actual</u>	<u>Variance</u>
Ad Valorem Taxes	\$ 18,496,879	\$ 18,527,376	\$ 30,497
State Revenue Sharing	1,500,000	1,646,144	146,144
Half-Cent Sales Tax- Regular	4,050,000	4,490,673	440,673
Fiscally Constrained	600,000	639,908	39,908
Emergency	-	-	-
Amendment 1 Relief	1,900,000	1,895,129	(4,871)
Small County Surtax	6,750,000	7,269,509	519,509
	<u>\$ 33,296,879</u>	<u>\$ 34,468,739</u>	<u>\$ 1,171,860</u>

As per agreement, 39 percent of variance to be transferred to Sheriff Fund

Amount of transfer \$ 457,025



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: April 11, 2017 Meeting Date: April 20, 2017

Name: Kevin Kirby Department: Public Works Department

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Approve resolution 2017 R-8 and FDOT reimbursement agreement 433992-38-02 for design of sidewalk on Wilson Springs Rd. from SW Plymouth Ave. to SW Cullen Ave.

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

2. Fiscal impact on current budget.

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

Budget Amendment Number: BA 17-42 Fund: _____

FROM:F	TO:TO:	AMOUNT:
302-0000-331.49-01302-0000-331.49-01	302-4901-541.30-31	
FED GRANTS TRANSPORTATION / WILSON SPRINGS SW GRANT	OPERATING EXPENDITURES / PROFESSIONAL SERVICES	\$5,000.00

For Use of County Manger Only:

Consent Item Discussion Item

**COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2017 R-8**

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
APPROVING STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, REIMBURSEMENT AGREEMENT
WITH COLUMBIA COUNTY, FLORIDA TO FACILITATE
DESIGN OF SIDEWALK ON WILSON SPRINGS ROAD FROM
SW PLYMOUTH AVENUE TO SW CULLEN AVENUE, IN
COLUMBIA COUNTY.**

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

WHEREAS, Columbia County believes it is in the best interest to facilitate the design of sidewalk on Wilson Springs Road from SW Plymouth Avenue to SW Cullen Avenue and to enter into a Compensation Agreement for Financial Project ID No. 433992-2-38-02.

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

Section 1. Columbia County, Florida by and through its Board of County Commissioners, approves the State of Florida, Department of Transportation, Reimbursement Agreement as to Financial Project ID No. 433992-2-38-02, a copy of which is attached hereto and made a part hereof.

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

UNANIMOUSLY PASSED AND ADOPTED by the Board of County
Commissioners of Columbia County, Florida, at its regular session on _____

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

By: _____
Ronald Williams, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Court

(SEAL)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC-08/15
Page 1 of 15

FPN: 433992-2-38-02	Fund: TALT	FLAIR Approp: _____
Federal No: _____	Org Code: 55023010248	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____

County No: 29 Contract No: _____ Vendor No: F596000564005
FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 065924409
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, ____ between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Columbia County ("Agency").

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

1. **Authority:** The Agency, by Resolution No. _____ dated the ____ day of _____, 20__, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in project management of design phase of sidewalk on SW Wilson Spring Rd from SW Phymouth Ave to SW Cullen Ave, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before 12/31/2018. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

- A. The total cost of the Project is \$ 5,000.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.l.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$5,000.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

- ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 3 of 15

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be

executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

- v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B.** Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C.** If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D.** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E.** The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G.** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit “1”, Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including

financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon

the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the

Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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 be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC-08/15
Page 13 of 15

continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K.** The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.
- M.** The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N.** The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
 - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P.** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits**
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
 - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
 - iii. If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC-08/15
Page 14 of 15

- iv. An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
- v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
- vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
- vii. State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii. This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 15 of 15

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

AGENCY COLUMBIA COUNTY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Greg Evans
Title: District Two Secretary

Attest: _____
Title:

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
1/15
Page 1 of 1

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$5,000.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsr.gov/>

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 433992-2-38-02

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Columbia County

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: .500 miles, mile post .000 to .500

PROJECT DESCRIPTION: Project management of design phase of sidewalk on SW Wilson Spring Rd from SW Plymouth Ave to SW Cullen Ave

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency will provide project management for a design contract procured by the Department.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by n/a.
- b) Design to be completed by 12/31/2018.
- c) Right-of-Way requirements identified and provided to the Department by 12/31/2018.
- d) Right-of-Way to be certified by 12/31/2018.
- e) Construction contract to be let by n/a.
- f) Construction to be completed by n/a.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: Columbia County will provide project management for a design contract procured by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40B
 PROGRAM MANGEMENT
 OGC - 08/15
 Page 1 of 1

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Columbia County P.O. Box 1529 Lake City, FL 32056-1529	FPN: 433992-2-38-02
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TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY: _____ FY: _____ FY: _____ Total Planning Cost	_____	_____	_____	_____
Project Development & Environment (PD&E) - 28 FY: _____ FY: _____ FY: _____ Total PD&E Cost	_____	_____	_____	_____
Design - 38 FY: 2016-2017 FY: _____ FY: _____ Total Design Cost	5,000.00	_____	_____	5,000.00
Right-of-Way - 48 FY: _____ FY: _____ FY: _____ Total Right-of-Way Cost	_____	_____	_____	_____
Construction-58 FY: _____ FY: _____ FY: _____ FY: _____ Total Construction Cost	_____	_____	_____	_____
Construction Engineering and Inspection (CEI) - 68 FY: _____ FY: _____ FY: _____ Total CEI Cost	_____	_____	_____	_____
Operations – 88 FY: _____ FY: _____ FY: _____ Total Operations Costs	_____	_____	_____	_____
TOTAL COST OF THE PROJECT	5,000.00	_____	_____	5,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40F
PROGRAM MANAGEMENT
OGC - 08/15
Page 1 of 1

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.



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: April 11, 2017 April 11, 2017

Meeting Date: April 20, 2017

Name: Kevin Kirby

Department: Public Works Department

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

Approve resolution 2017 R-9 and FDOT reimbursement agreement #433994-2-38-02 for design of sidewalk on CR 252 from US 441/41 to Mill Creek Court.

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? Is t

N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

BA 17-43 BA 17-43

Fund: _____

FROM:F

TO:TO:

AMOUNT:

302-0000-331.49-02302-0000-331.49-02

302-4902-541.30-31

FED GRANTS TRANSPORTATION / CR 252 SIDEWALKS GRANT OPERATING EXPENDITURES / PROFESSIONAL SERVICES

\$5,000.00

For Use of County Manger Only:

Consent Item

Discussion Item

**COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2017 R-9**

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
APPROVING STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION, REIMBURSEMENT AGREEMENT
WITH COLUMBIA COUNTY, FLORIDA TO FACILITATE
DESIGN OF SIDEWALK ON CR 252 FROM US 441/41 TO MILL
CREEK COURT, IN COLUMBIA COUNTY.**

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

WHEREAS, Columbia County believes it is in the best interest to facilitate the design of sidewalk for CR 252 from US 441/41 to Mill Creek Court and to enter into a Compensation Agreement for Financial Project ID No. 433994-2-38-02.

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

Section 1. Columbia County, Florida by and through its Board of County Commissioners, approves the State of Florida, Department of Transportation, Reimbursement Agreement as to Financial Project ID No. 433994-2-38-02, a copy of which is attached hereto and made a part hereof.

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

UNANIMOUSLY PASSED AND ADOPTED by the Board of County
Commissioners of Columbia County, Florida, at its regular session on _____

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

By: _____
Ronald Williams, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Court

(SEAL)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC-08/15
Page 1 of 15

FPN: 433994-2-38-02 Fund: TALL FLAIR Approp: _____
Federal No: _____ Org Code: 55023010248 FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____

County No: 29 Contract No: _____ Vendor No: F596000564005
FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 065924409
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, _____ between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Columbia County ("Agency").

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

1. **Authority:** The Agency, by Resolution No. _____ dated the _____ day of _____, 20____, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in project management of design phase of sidewalk on CR 252 from US 441 / 41 to Mill Creek Court, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Agency agrees to complete the Project on or before 12/31/2018. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - A. The total cost of the Project is \$ 5,000.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.1.
 - B. The Department agrees to participate in the Project cost up to the maximum amount of \$5,000.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
 - C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

- ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 3 of 15

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 4 of 15

executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 5 of 15

- v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B.** Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C.** If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D.** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E.** The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G.** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit “1”, Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 7 of 15

- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including

financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon

the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the

Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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 be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 13 of 15

- continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- K.** The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.
- M.** The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N.** The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
 - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P.** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits**
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
 - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
 - iii. If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 08/15
Page 14 of 15

- iv. An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
- v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
- vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
- vii. State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii. This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC-08/15
Page 15 of 15

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

AGENCY COLUMBIA COUNTY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Greg Evans
Title: District Two Secretary

Attest: _____
Title:

Legal Review:

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$5,000.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsr.gov/>

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 433994-2-38-02

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Columbia County

PROJECT LOCATION:

The project is on the National Highway System.

The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: .704 miles, mile post .000 to .704

PROJECT DESCRIPTION: Project management of design phase of sidewalk on CR 252 from US 441 / 41 to Mill Creek Court

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency will provide project management of a design contract procured by the Department.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by n/a.
- b) Design to be completed by 12/31/2018.
- c) Right-of-Way requirements identified and provided to the Department by 12/31/2018.
- d) Right-of-Way to be certified by 12/31/2018.
- e) Construction contract to be let by n/a.
- f) Construction to be completed by n/a.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: Columbia County will provide project management of a design contract procured by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40B
 PROGRAM MANGEMENT
 OGC - 08/15
 Page 1 of 1

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Columbia County P.O. Box 1529 Lake City, FL 32056-1529	FPN: 433994-2-38-02
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TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY: _____ FY: _____ FY: _____ Total Planning Cost	_____	_____	_____	_____
Project Development & Environment (PD&E) - 28 FY: _____ FY: _____ FY: _____ Total PD&E Cost	_____	_____	_____	_____
Design - 38 FY: 2016-2017 FY: _____ FY: _____ Total Design Cost	5,000.00	_____	_____	5,000.00
Right-of-Way - 48 FY: _____ FY: _____ FY: _____ Total Right-of-Way Cost	_____	_____	_____	_____
Construction-58 FY: _____ FY: _____ FY: _____ FY: _____ Total Construction Cost	_____	_____	_____	_____
Construction Engineering and Inspection (CEI) - 68 FY: _____ FY: _____ FY: _____ Total CEI Cost	_____	_____	_____	_____
Operations – 88 FY: _____ FY: _____ FY: _____ Total Operations Costs	_____	_____	_____	_____
TOTAL COST OF THE PROJECT	5,000.00	_____	_____	5,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40E
PROGRAM MANAGEMENT
OGC-08/15
Page 2 of 2

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40F
PROGRAM MANAGEMENT
OGC - 08/15
Page 1 of 1

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.