

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

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

CONSENT AGENDA

June 15, 2017

5:30 P.M.

-
- (1) 9-1-1 Communications Center - Requesting Approval of Memorandum of Understanding - Columbia County Board of County Commissioners/Florida Department of Highway Safety and Motor Vehicles - Renewal of Driver and Vehicle Information Database (DAVID) System**
 - (2) BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Regular Meeting - May 4, 2017**
 - (3) Approval of Landlord Consent and Assignment of Lease Agreement - Halpatter Brewing, LLC and First Federal Bank of Florida**
 - (4) BCC Administration - Requesting Approval of Resolution No. 2017R-16 - Cancelling Board of County Commissioners Meeting of July 6, 2017**
 - (5) BCC Administration - Sheriff's Office Requesting Funds from Special Law Enforcement Trust Fund - Florida Prescription Drug Monitoring Program (PDMP) - \$1,000**
 - (6) BCC Finance - Requesting Approval to Roll-Forward Stormwater Mitigation Unused FY 16 Budget to FY 17 for Stormwater Projects - BA 17-53 - \$944,429**
 - (7) BCC Finance - Paving Assessments Fund Administrative Fees - BA 17-54 - \$2,100**
 - (8) BCC Finance - MSBU Fund - Utility Expenses and Administrative Fees for the Spring Hollow Lighting Assessment - BA 17-55 - \$2,000**
 - (9) County Attorney - Requesting Approval to Proceed with Sale of Surplus Land at Carr Court**
 - (10) Economic Development - Requesting Approval of the Advisory Board Members Reappointment of Two (2) Current Members - Jeff Simmons and Marc A. Vann**
 - (11) Operations - Requesting Approval of the Sale of Surplus Equipment (see attached list)**
 - (12) Operations - Requesting Approval of Material Bid - Ferguson Waterworks Supply Materials - Ellisville Wastewater Plant Construction - \$57,257**
 - (13) Operations - Requesting Approval to Enter Private Property - 322 SE October Road - Dangerous Tree Removal**



**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: 5/30/2017 **Meeting Date:** 6/15/2017

Name: Tom Brazil **Department:** 9-1-1 Communications Center

Division Manager's Signature: 

1. Nature and purpose of agenda item:

9-1-1 Communications Center - Requesting Approval of Memorandum of Understanding - Columbia County Board of County Commissioners/Florida Department of Highway Safety and Motor Vehicles - Renewal of Driver and Vehicle Information Database System (DAVID)

2. Recommended Motion/Action:

3. Fiscal impact on current budget.

This item has no effect on the current budget.



**MEMORANDUM OF UNDERSTANDING
FOR GOVERNMENTAL ENTITY ACCESS TO
DRIVER AND VEHICLE INFORMATION DATABASE SYSTEM (DAVID)
Contract Number HSMV-_____**

This Memorandum of Understanding (MOU) is made and entered into by and between Columbia County Board of County Commissioners, hereinafter referred to as the Requesting Party, and the Florida Department of Highway Safety and Motor Vehicles, hereinafter referred to as the Providing Agency, collectively referred to as the Parties.

I. Purpose

The Providing Agency is a government entity whose primary duties include issuance of motor vehicle and driver licenses, registration and titling of motor vehicles, and enforcement of all laws governing traffic, travel, and public safety upon Florida's public highways.

In carrying out its statutorily mandated duties and responsibilities, the Providing Agency collects and maintains personal information that identifies individuals. This information is stored in the Department's Driver and Vehicle Information Database system, commonly referred to as "DAVID." Based upon the nature of this information, the Providing Agency is subject to the disclosure prohibitions contained in 18 U.S.C. §2721, the Driver's Privacy Protection Act (hereinafter "DPPA"), Section 119.0712(2), Florida Statutes, and other statutory provisions.

The Requesting Party is a government entity operating under the laws and authority of the state of Florida and/or operating under Federal laws. As a government entity, the Requesting Party may receive personal information from DAVID under the government agency exception provided in DPPA as indicated in Attachment I. The Requesting Party utilizes DAVID information for the purposes of carrying out its statutorily mandated duties and functions.

This MOU is entered into for the purpose of establishing the conditions and limitations under which the Providing Agency agrees to provide electronic access to DAVID information to the Requesting Party. Use of the data by Requesting Party shall only be for a lawful purpose.

II. Definitions

For the purposes of this Agreement, the below-listed terms shall have the following meanings:

- A. DAVID – The Providing Agency's Driver and Vehicle Information Database system that accesses and transmits driver and vehicle information.
- B. Driver License Information – Driver license and identification card data collected and maintained by the Providing Agency. This information includes personal information as defined below.
- C. Emergency Contact Information (ECI) – Information contained in a motor vehicle record listing individuals to be contacted in the event of an emergency. Emergency contact information may be released to law enforcement agencies through the DAVID system for purposes of contacting those listed in the event of an emergency, as noted in Section 119.0712 (2)(c), Florida Statutes.
- D. Driver Privacy Protection Act (DPPA) – The Federal Act (see, 18 United States Code § 2721, et seq.) that prohibits release and use of personal information except as otherwise specifically permitted within the Act.

- E. Government Entity – Any non-law enforcement agency of the state, city or county government and all Federal agencies, which may include Federal law enforcement agencies.
- F. Insurance Record – Insurance information, such as Insurance Company name, policy type, policy status, insurance creation and expiration date provided to the Requesting Party, pursuant to Section 324.242(2), Florida Statutes.
- G. Parties - The Providing Agency and the Requesting Party.
- H. Personal Information – As described in Chapter 119, Florida Statutes, and information found in the motor vehicle record which includes, but is not limited to, the subject's driver identification number, name, address, telephone number, social security number, medical or disability information, and emergency contact information.
- I. Point-of-Contact (POC) - A person(s) appointed by the Requesting Party as the administrator of the DAVID program in their agency.
- J. Providing Agency - The Florida Department of Highway Safety and Motor Vehicles. The Providing Agency is responsible for granting access to DAVID information to the Requesting Party.
- K. Quarterly Quality Control Review Report – Report completed each quarter by the POC to monitor compliance with this agreement. The following must be included in the Quarterly Quality Control Review Report:
 1. A comparison of the DAVID users by agency report with the agency user list;
 2. A listing of any new or inactivated users since the last quarterly quality control review; and
 3. Documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination.
- L. Requesting Party - Any Government entity that is expressly authorized by Florida Statutes and DPPA to receive personal information contained in a motor vehicle record maintained by the Providing Agency.
- M. Vehicle Information – Title and registration data collected and maintained by the Providing Agency for vehicles.

III. **Legal Authority**

The Providing Agency maintains computer databases containing information pertaining to driver's licenses and vehicles pursuant to Chapters 317, 319, 320, 322, 328, and Section 324.242(2) Florida Statutes. The driver license and motor vehicle data contained in the Providing Agency's databases is defined as public record pursuant to Chapter 119, Florida Statutes, and as such, is subject to public disclosure unless otherwise exempted by law.

As the custodian of the state's driver and vehicle records, the Providing Agency is required to provide access to records permitted to be disclosed by law, and may do so by remote electronic means, pursuant to Sections 119.0712(2), 320.05, 321.23, 322.20, and 324.242(2), Florida Statutes, and applicable rules.

Under this MOU, the Requesting Party will be provided, via remote electronic means, information pertaining to driver licenses and vehicles, including personal information authorized to be released pursuant to Section 119.0712(2), Florida Statutes and DPPA. By executing this MOU, the Requesting Party

agrees to maintain the confidential and exempt status of any and all information provided by the Providing Agency pursuant to this agreement and to ensure that any person or entity accessing or utilizing said information shall do so in compliance with Section 119.0712(2), Florida Statutes and DPPA. In addition, the Requesting Party agrees that insurance policy information shall be utilized pursuant to Section 324.242(2), Florida Statutes.

This MOU is governed by the laws of the state of Florida and jurisdiction of any dispute arising from this MOU shall be in Leon County, Florida.

IV. Statement of Work:

A. The Providing Agency agrees to:

1. Allow the Requesting Party to electronically access DAVID as authorized under this agreement.
2. Provide electronic access pursuant to established roles and times, which shall be uninterrupted except for periods of scheduled maintenance or due to a disruption beyond the Providing Agency's control, or in the event of breach of this MOU by the Requesting Party. Scheduled maintenance will normally occur Sunday mornings between the hours of 6:00 A.M. and 10:00 A.M.
3. Provide an agency contact person for assistance with the implementation and administration of this MOU.

B. The Requesting Party agrees to:

1. Utilize information obtained pursuant to this MOU, including Emergency Contact Information (ECI), only as authorized by law and for the purposes prescribed by law and as further described in this MOU. In the case of ECI, such information shall only be used for the purposes of notifying a person's registered emergency contact in the event of a serious injury, death, or other incapacitation. ECI shall not be released or utilized for any other purpose, including developing leads or for criminal investigative purposes.
2. Retain information obtained from the Providing Agency only if necessary for law enforcement purposes. If retained, information shall be safeguarded in compliance with Section V. Safeguarding Information, subsection C.
3. Ensure that its employees and agents comply with Section V. Safeguarding Information.
4. Refrain from assigning, sub-contracting, or otherwise transferring its rights, duties, or obligations under this MOU, without the prior written consent of the Providing Agency.
5. Not share, provide, or release any DAVID information to any law enforcement, other governmental agency, person, or entity not a party or otherwise subject to the terms and conditions of this MOU.
6. Protect and maintain the confidentiality and security of the data received from the Providing Agency in accordance with this MOU and applicable state and federal law.
7. Defend, hold harmless and indemnify the Providing Agency and its employees or agents from any and all claims, actions, damages, or losses which may be brought or alleged against its employees or agents for the Requesting Party's negligent, improper, or unauthorized access, use, or dissemination of information provided by the Providing Agency, to the extent allowed by law.
8. Immediately inactivate user access/permissions following termination or the determination of

negligent, improper, or unauthorized use or dissemination of information. Update user access/permissions upon reassignment of users within five (5) business work days.

9. Complete and maintain Quarterly Quality Control Review Reports as defined in Section II. Definitions, K, and utilizing the form attached as Attachment II.
10. Update any changes to the name of the Requesting Party, its Agency head, its POC, address, telephone number and/or e-mail address in the DAVID system within ten calendar days of occurrence. The Requesting Party is hereby put on notice that failure to timely update this information may adversely affect the time frames for receipt of information from the Providing Agency.
11. Immediately comply with any restriction, limitation, or condition enacted by the Florida Legislature following the date of signature of this MOU, affecting any of the provisions herein stated. The Requesting Party understands and agrees that it is obligated to comply with the applicable provisions of law regarding the subject matter of this Agreement at all times that it is receiving, accessing, or utilizing DAVID information.
12. Timely submit the Attestation and Certification statements as required in Section VI. Compliance and Control Measures, subsections B and C.
13. For Federal Agencies Only: The Requesting Party agrees to promptly consider and adjudicate any and all claims that may arise out of this MOU resulting from the actions of the Requesting Party, duly authorized representatives, or contractors of the Requesting Party, and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., the Federal Employees Compensation Act, 5 U.S.C. § 8101, et seq., or such other Federal legal authority as may be pertinent.

V. Safeguarding Information

The Parties shall access, disseminate, use and maintain all information received under this Agreement in a manner that ensures its confidentiality and proper utilization in accordance with Chapter 119, Florida Statutes, and DPPA. Information obtained under this Agreement shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal law.

Any person who willfully and knowingly violates any of the provisions of this section is guilty of a misdemeanor of the first degree punishable as provided in Sections 119.10 and 775.083, Florida Statutes. In addition, any person who willfully and knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability.

The Parties mutually agree to the following:

- A. Information exchanged will not be used for any purposes not specifically authorized by this MOU. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, or the dissemination, sharing, copying, or passing of this information to unauthorized persons.
- B. The Requesting Party shall not indemnify and shall not be liable to the Providing Agency for any driver license or motor vehicle information lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as otherwise provided in Section 768.28, Florida Statutes.
- C. Any and all DAVID-related information provided to the Requesting Party as a result of this MOU,

particularly data from the DAVID system, will be stored in a place physically secure from access by unauthorized persons.

- D. The Requesting Party shall comply with Rule 71A-1.005, Florida Administrative Code, and with Providing Agency's security policies, and employ adequate security measures to protect Providing Agency's information, applications, data, resources, and services. The applicable Providing Agency's security policies shall be made available to Requesting Party.
- E. When printed information from DAVID is no longer needed, it shall be destroyed by cross-cut shredding or incineration.
- F. The Requesting Party shall maintain a list of all persons authorized within the agency to access DAVID information, which must be provided to the providing agency upon request.
- G. Access to DAVID-related information, particularly data from the DAVID System, will be protected in such a way that unauthorized persons cannot view, retrieve, or print the information.
- H. Under this MOU agreement, access to DAVID shall be provided to users who are direct employees of the Requesting Party and shall not be provided to any non-employee or contractors of the Requesting Party.
- I. By signing this MOU, the Parties, through their signatories, affirm and agree to maintain the confidentiality of the information exchanged through this Agreement.

VI. Compliance and Control Measures

- A. **Quarterly Quality Control Review Report** – Must be completed, utilizing Attachment II, Quarterly Quality Control Review Report, within 10 days after the end of each quarter and maintained for two years.
- B. **Internal Control Attestation** – This MOU is contingent upon the Requesting Party having appropriate internal controls in place at all times that data is being provided/received pursuant to this MOU to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. The Requesting Party must submit an Attestation Statement from their Agency's Internal Auditor, Inspector General, Risk Management IT Security Professional, or a currently licensed Certified Public Accountant, on or before the third and sixth anniversary of the agreement or within 180 days from receipt of an Attestation review request from the Providing Agency. The Attestation Statement shall indicate that the internal controls over personal data have been evaluated and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. The Attestation Statement shall also certify that any and all deficiencies/issues found during the review have been corrected and measures enacted to prevent recurrence. The Providing Agency may extend the time for submission of the Attestation Statement upon written request by the Requesting Party for good cause shown by the Requesting Party.

The Attestation Statement must have an original signature of the Agency Head or person designated by Letter of Delegation to execute contracts/agreements on their behalf, and may be sent via U.S. Mail, facsimile transmission, or e-mailed to the Providing Agency's Bureau of Records at the following address:

Department of Highway Safety and Motor Vehicles Bureau of Records
2900 Apalachee Parkway, MS 89
Tallahassee, Florida 32399-0500
Fax: (850) 617-5168

E-mail: DataListingUnit@flhsmv.gov

- C. **Annual Certification Statement** - The Requesting Party shall submit to the Providing Agency an annual statement indicating that the Requesting Party has evaluated and certifies that it has adequate controls in place to protect the personal data from unauthorized access, distribution, use, modification, or disclosure, and is in full compliance with the requirements of this MOU. The Requesting Party shall submit this statement annually, within 45 days after the anniversary date of this MOU. (NOTE: During any year in which an Attestation Statement is provided, submission of the Internal Control Attestation will satisfy the requirement to submit an Annual Certification Statement.) Failure to timely submit a certification statement may result in an immediate review request and, based upon the findings of the review, suspension or termination of Requesting Party's access to DAVID information as indicated in subsection B., above.

In addition, prior to expiration of this MOU, if the Requesting Party intends to enter into a new MOU, a certification statement attesting that appropriate controls remained in place during the final year of the MOU and are currently in place shall be required to be submitted to the Providing Agency prior to issuance of a new MOU.

- D. **Misuse of Personal Information** – The Requesting Party must notify the Providing Agency in writing of any incident where determination is made that personal information has been compromised as a result of unauthorized access, distribution, use, modification, or disclosure, by any means, within 30 days of such determination. The statement must be provided on the Requesting Agency's letterhead and include each of the following: a brief summary of the incident; the outcome of the review; the date of the occurrence(s); the number of records compromised; the name or names of personnel responsible; whether disciplinary action or termination was rendered; and whether or not the owners of the compromised records were notified. The statement shall also indicate the steps taken, or to be taken, by the Requesting Agency to ensure that misuse of DAVID data does not continue. This statement shall be mailed to the Bureau Chief of Records at the address indicated in VI.B., above. (NOTE: If an incident involving breach of personal information did occur and Requesting Party did not notify the owner(s) of the compromised records, the Requesting Party must indicate why notice was not provided, for example "Notice not statutorily required".)

In addition, the Requesting Party shall comply with the applicable provisions of Section 501.171, Florida Statutes, regarding data security and security breaches, and shall strictly comply with the provisions regarding notice provided therein.

VII. **Agreement Term**

This MOU shall take effect upon the date of last signature by the Parties and shall remain in effect for six (6) years from this date unless sooner terminated or cancelled in accordance with Section IX, **Termination**. Once executed, this MOU supersedes all previous agreements between the parties regarding the same subject matter.

VIII. **Amendments**

This MOU incorporates all negotiations, interpretations, and understandings between the Parties regarding the same subject matter, and serves as the full and final expression of their agreement. This MOU may be amended by written agreement executed by and between both Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU, including to any of its attachments, must be by written agreement executed by the Parties in the same manner as this MOU was initially executed. If there are any conflicts in the amendments to this MOU, the last-executed amendment shall prevail. All

provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

IX. Termination

- A. This MOU may be unilaterally terminated for cause by either party upon finding that the terms and conditions contained herein have been breached by the other party. Written notice of termination shall be provided to the breaching party; however, prior-written notice is not required and notice may be provided upon cessation of work under the agreement by the non-breaching party.
- B. In addition, this MOU is subject to unilateral termination by the Providing Agency without notice to the Requesting Party for failure of the Requesting Party to comply with any of the requirements of this MOU, or with any applicable state or federal laws, rules, or regulations, including Section 119.0712(2), Florida Statutes.
- C. This MOU may also be cancelled by either party, without penalty, upon 30 days' advanced written notice to the other party. All obligations of either party under the MOU will remain in full force and effect during the thirty (30) day notice period.

X. Notices

Any notices required to be provided under this MOU may be sent via U.S. Mail, facsimile transmission, or e-mail to the following individuals:

For the Providing Agency:

Chief, Bureau of Records
2900 Apalachee Parkway
Tallahassee, Florida 32399
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

For the Requesting Party:

Agency Point-of-Contact listed on the signature page.

XI. Additional Database Access/Subsequent MOU's

The Parties understand and acknowledge that this MOU entitles the Requesting Party to specific information included within the scope of this agreement. Should the Requesting Party wish to obtain access to other personal information not provided hereunder, the Requesting Party will be required to execute a subsequent MOU with the Providing Agency specific to the additional information requested. All MOU's granting access to personal information will contain the same clauses as are contained herein regarding audits, report submission, and the submission of Certification and Attestation statements.

The Providing Agency is mindful of the costs that would be incurred if the Requesting Party was required to undergo multiple audits and to submit separate certifications, attestations, and reports for each executed MOU. Accordingly, should the Requesting Party execute any subsequent MOU with the Providing Agency for access to personal information while the instant MOU remains in effect, the Requesting Party may submit a written request, subject to Providing Agency approval, to submit one of each of the following covering all executed MOU's: Quarterly Quality Control Review Report; Certification; and Attestation; and/or to have conducted one comprehensive audit addressing internal controls for all executed MOU's. The Providing Agency shall have the sole discretion to approve or deny such request in whole or in part or to subsequently rescind an

approved request based upon the Requesting Party's compliance with this MOU and/or any negative audit findings.

XII. Application of Public Records Law

The Requesting Party agrees to comply with the following requirements of Florida's public records laws:

1. Keep and maintain public records required by the Department to perform the service.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Requesting Party or keep and maintain public records required by the public agency to perform the service. If the Requesting Party transfers all public records to the Department upon completion of the contract, the Requesting Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Requesting Party keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFiling@flhsmv.gov, PUBLIC RECORDS COORDINATOR, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, ROOM A432, MS 02, TALLAHASSEE, FL 32399

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IN WITNESS HEREOF, the Parties hereto, have executed this Agreement by their duly authorized officials on the date(s) indicated below.

REQUESTING PARTY:

PROVIDING AGENCY:

Columbia County Board of Commissioners

Agency Name

203 NW Lake City Ave

Address

Suite

Lake City FL 32055

City

State

Zip Code

Florida Department of Highway Safety and Motor Vehicles

2900 Apalachee Parkway
Tallahassee, Florida 32399 Street

BY:

BY:

Signature of Authorized Official

Signature of Authorized Official

Printed/Typed Name

Lisa M. Bassett

Printed/Typed Name

Title

Chief, Bureau of Purchasing and Contracts

Title

Date

Date

Official Agency Email Address Phone

Number

Agency Point-of-Contact:

Stephanie Cheshire

Printed/Typed Name

Scheshire@columbiacountyfla.com

Official Agency Email Address

386-719-1447, 386-719-1459

Phone Number

Fax Number

ATTACHMENT I

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES Request For Exempt Personal Information In A Motor Vehicle/Driver License Record

The Driver's Privacy Protection Act, 18 United States Code sections 2721("DPPA") makes personal information contained in motor vehicle or driver license records confidential and exempt from disclosure. Personal information in a motor vehicle or driver license record includes, but is not limited to, an individual's social security number, driver license or identification number, name, address and, medical or disability information. Personal information does not include information related to driving violations and driver status. Personal information from these records may only be released to individuals or organizations that qualify under one of the exemptions provided in DPPA, which are listed on the back of this form.

In lieu of completing this form, a request for information may be made in letter form (on company/agency letterhead, if appropriate) stating the type of information being requested, the DPPA exemption(s) under which the request is being made, a detailed description of the how the information will be used, and a statement that the information will not be used or redisclosed except as provided in DPPA. If the information is provided on letterhead it must include a statement that the information provided is true and correct, signed by the authorized official under penalty of perjury, and notarized.

I am a representative of an organization requesting personal information for one or more records as described below. I declare that my organization is qualified to obtain personal information under exemption number(s) 2, as listed on page 3 of this form.

I understand that I shall not use or redisclose this personal information except as provided in DPPA and that any use or redisclosure in violation of these statutes may subject me to criminal sanctions and civil liability.

Complete the following for each DPPA exemption being claimed. (attached additional page, if necessary):

DPPA Exemption Claimed:	Description of How Requesting Party Qualifies for Exemption:	Description of how Data will be used:
		<i>Law Enforcement purposes</i>

Obtaining personal information under false pretenses is a state and federal crime. Under penalties of perjury, I declare that I have read the foregoing Request For Exempt Personal Information in A Motor Vehicle/Driver License Record and that the facts stated in it are true and correct.

Signature of Authorized Official

Ronald Williams

Printed Name

Chairman

Title

Columbia Co Board of Commissioners

Name of Agency/Entity

Date

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____.

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

NOTARY PUBLIC (print name)

NOTARY PUBLIC (sign name)
My Commission Expires:_____

Pursuant to section 119.0712(2), F. S., personal information in motor vehicle and driver license records can be released for the following purposes, as outlined in 18 United States Code, section 2721.

Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of title 49, and, subject to subsection.

1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only -
(a) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
(b) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
7. For use in providing notice to the owners of towed or impounded vehicles.
8. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.
10. For use in connection with the operation of private toll transportation facilities.
11. For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
12. For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
13. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
14. For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.



**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: 5/30/2017 Meeting Date: 6/15/2017

Name: Penny Stanley Department: BCC Administration

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Regular Meeting - May 4, 2017

2. Recommended Motion/Action:

3. Fiscal impact on current budget.

This item has no effect on the current budget.

Columbia County
Board of County Commissioners

Minutes of
May 4, 2017

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

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

Others in Attendance: County Manager Ben Scott (“CM”)
Assistant County Manager Scott Ward (“ACM”)
Assistant County Manager Kevin Kirby (“ACM”)
County Attorney Joel Foreman
County Planner Brandon Stubbs
Deputy Clerk Katrina Vercher

Agenda Additions/Deletions

Additions:
Resolution 2017R - 12

Deletions:
None.

MOTION by Commissioner Phillips to approve the agenda as amended.
SECOND by Commissioner Murphy. The motion carried unanimously.

Ministerial Matters

Florida Department of Transportation (“FDOT”) County Work Program

Barney Bennette and Bill Henderson with FDOT, outlined the County Work Program priorities and requested Board input.

Discussion ensued.

Columbia County Robotics Team

Chris Dampier, Mentor for the team, addressed the Board and a brief video was shown about the Get Smart Robotics Team.

Students Taylor Dampier and Sarah Griffin spoke about the team and the impact being a part of it has had on their lives.

Public Hearings

Building and Zoning Hearings:

Land Development Regulations (“LDR”) Amendment

Z 0572 -To amend the Official Zoning Atlas of the LDR, from PRRD to A-3 for tax parcel 09280-000, 03599-000 & 09157-000. [Ordinance No. 2017-6]

The public hearing opened and closed without comment.

MOTION by Commissioner Murphy to adopt Z 0572, Ordinance No. 2017-6.
SECOND by Commissioner Phillips. The motion carried unanimously.

Public Comment on Discussion and Action Items:

Citizen Stewart Lilker offered comment on item seven (7) of the consent agenda. CM Scott responded.

MOTION by Commissioner DePratter to approve the consent agenda. SECOND by Commissioner Phillips. The motion carried unanimously.

Consent Agenda:

- (1) BCC Administration - Requesting Approval of Proclamation No. 2017P-5 - Recognizing May 8, 2017 as "Child Welfare Professionals Recognition Day"
- (2) BCC Administration - Budget Amendment Request to Allocate Insurance Proceeds from the Loss of a 2012 Motor Grader - Motor Grader Caught Fire on January 20, 2017 - and was Determined to be a Total Loss after Investigation by PGIT and York Insurance - BA 17-44 - \$180,080
- (3) BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Regular Meeting - April 2, 2017
- (4) Building and Zoning - Refund Request for Culvert and Culvert Waiver Permit (2395) on Same Parcel - \$75
- (5) Building and Zoning - Special Family Lot Permit Application (SFLP 17 37) - Douglas and Kimmy Edgely, Property Owner - Ragan Elise Edgely – Daughter
- (6) Building and Zoning - Reappointment for Robert F. Jordan to the Board of

Adjustment/Planning & Zoning Board for a 3-year term Beginning March 2017 and Ending March 2020

- (7) Human Resources - Requesting Approval of Personnel Policies and Procedures
- (8) Operations - Utility Permit from Comcast - SW Lancelot Glen
- (9) Operations - Utility Permit from Comcast - County Road 242
- (10) Operations - Utility Permit from Comcast - SW Stewart Loop
- (11) Operations - Utility Permit from Comcast - SW Tustenuggee Ave
- (12) Operations - Requesting Approval to Provide Raw Materials and Preparation Labor for Resurfacing of Richardson Parking Lot
- (13) Risk Management - Appropriate \$13,500 from Contingency for the Purchase of 2 Parcels from the Board of Trustees of the Internal Improvement Trust Fund (DEP) for the US27/SR47 HMGP Project and Authorize the Purchase of the Parcels - BA 17-45 - \$13,500
- (14) Supervisor of Elections - Budget Amendment Request for Legal Services - BA 17-46 \$4,080

MOTION by Commissioner Murphy to adopt the consent agenda.
SECOND by Commissioner Phillips. The motion carried unanimously.

Discussion and Action Items:

Herlong Road Phase II Update

ACM Kirby gave the Commission an update on the progress of project. There are two landowners that have not responded to the County's request to purchase a right-of-way for the road.

Discussion ensued.

MOTION by Commissioner Phillips to send correspondence giving the two landowners fourteen days to respond, if they do not then we move for eminent domain. .
SECOND by Commissioner Nash.

Discussion ensued.

The Chairman called for the vote. The motion carried unanimously.

Lake City Country Club Drainage Easements

Flooding in the Lake City Country Club has been an issue for some time. The owner of the Country Club has agreed to grant easements to the County at no cost to help with this problem.

ACM Kirby recommended approval to obtain easements in the Lake City Country Club area to facilitate Drainage maintenance.

Discussion ensued.

MOTION by Commissioner Nash to take staff recommendation. SECOND by Commissioner Phillips. The motion carried unanimously.

Request for Adoption Hearing – Ordinance 2017-9

County Attorney Foreman requested permission to set an adoption hearing for Ordinance 2017- 9, Florida Friendly Use of Fertilizer on Urban Landscapes.

Discussion ensued.

MOTION by Commissioner Nash to approve setting an adoption hearing for June 1, 2017. SECOND by Commissioner Phillips. The motion carried unanimously.

Power to Rescind a Resolution Vacating a Plat

The Board requested that County Attorney Foreman review and answer the below question;

Can the County, through the BOCC, rescind the vacation of a platted subdivision when the vacation was completed through a public hearing process, the time for review of that Board action has expired, and the landowner now wishes to return the land to a platted state.

Attorney Forman stated that since there is a statutory and regulatory process for the establishment and annulment of platted subdivisions, and since both processes have been undertaken with respect to the subject lands, the legal status of the property is presently un-platted acreage. To change that legal status, it would appear that nothing less than the minimal statutory processes must be followed again.

Commissioner Nash expressed concern over platted subdivisions that require homeowner's associations to maintain their own infrastructure.

Discussion ensued. No formal action taken.

Resolution No. 2017R-12 – Temporary Burn Ban

A resolution declaring a State of General Emergency and temporarily banning certain burning activities. The resolution will be in effect for as long as Executive Order 17-120 as issued by the Governor of the State of Florida shall remain in force and effect.

MOTION by Commissioner Phillips to approve Resolution No. 2017R-12.
SECOND by Commissioner Murphy. The motion carried unanimously.

Cole Terrace

CM Scott requested Board direction on the assignment of a right of way for the alignment of Cole Terrence pursuant to the stipulated final judgment for the Overflow Land Trust property.

Discussion ensued.

MOTION by Commissioner DePratter to direct staff to request that the landowner donate the property, if he chooses not to then we will not request to extend the reservation of the right-of-way. SECOND by Commissioner Nash.

Discussion ensued.

The Chairman called for the vote. The motion carried 3 to 2 with Commissioners Williams and Murphy voting in opposition.

Open Public Comments:

Citizen Sandra Smith offered comment on the Cole Road property.

Citizen Stewart Lilker offered comment on the meeting rules and Herlong Road.

Citizen Trisha Cristenson offered comment on Herlong Road.

Commissioner Comments:

Commissioner Murphy spoke of debris being picked up by the Landfill due to a safety concern reported by Code Enforcement.

MOTION by Commissioner Murphy to direct the Landfill to remove tree debris on Eloise Ave. SECOND by Commissioner DePratter.

Discussion ensued.

The Chairman called for the vote. The motion carried unanimously.

Adjournment

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

ATTEST:

Ronald Williams, Chairman
Board of County Commissioners

P. DeWitt Cason
Clerk of Circuit 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: 6/9/2017 Meeting Date: 6/15/2017

Name: Joel Foreman Department: County Attorney

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Approval of Landlord Consent and Assignment of Lease Agreement - Halpatter Brewing, LLC and First Federal Bank of Florida

2. Recommended Motion/Action:

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Commissioners Ron Williams, Rusty DePratter, Tim Murphy, Bucky Nash, and Everett Phillips

CC: Ben Scott, County Manager

From: Joel F. Foreman, County Attorney

**Re: Halpatter Brewery/Montgomery Building
“LANDLORD’S CONSENT AND ASSIGNMENT OF LEASE AGREEMENT”**

Date: June 9, 2017

I was recently contacted by representatives of First Federal Bank of Florida (the “Lender”) regarding their request the Halpatter Brewing, LLC (“Halpatter”), the County’s tenant at the Montgomery Building, assign their lease with the County to the Lender pursuant to a proposed “LANDLORD’S CONSENT AND ASSIGNMENT OF LEASE AGREEMENT”.

Frequently commercial financing will require that a borrower assign its leasehold to the lender as additional security for the loan. In most cases, such an assignment would not create any issue for a Landlord as a defaulting borrower is likely also having trouble making rent payments, so assignment can make good business sense. That is not the case here due to the way the Board entered into its lease with Halpatter.

The Board will recall that the lease with Halpatter was made and entered pursuant to the Board’s broad economic development powers under Fla. Stat. section 125.045, and that the lease was not solicited for competitive bids. Because the Board’s powers were invoked pursuant to that statute, any assignment or agreement to potentially assign the lease must be subject to the same economic development purposes. Through discussions with the Lender’s outside counsel assisting with this transaction, Mitchell Fogel, the agreement has been modified such that no assignment will be permitted without ensuring the new tenant is a viable, board-approved entity whose use of the building will serve an economic development purpose. The Board’s approval should not be unreasonably withheld under the agreement as modified, but if no suitable tenant can be found within a reasonable period of time the Board will have the right to void the lease as illegal and retake possession.

I am recommending approval of this agreement as it is consistent with the legal basis on which the original lease was made, will permit Halpatter to obtain financing in furtherance of its improvements to the Montgomery Building, and serves to protect the County’s interest in using the Montgomery Building for economic development purposes while recognizing the County’s obligation to avoid the lease should its economic development purpose be lost.

LANDLORD’S CONSENT AND ASSIGNMENT OF LEASE AGREEMENT

THIS LANDLORD’S CONSENT AND ASSIGNMENT OF LEASE AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2017, by and among **Halpatter Brewing, LLC, a Florida limited liability company** (“Borrower”), whose address is 434 NW Lake Valley Terrace, Lake City, FL 32055, **First Federal Bank of Florida** (“Lender”), whose address is 4705 US Highway 90 W., Lake City, FL 32055; and **Columbia County, Florida, a charter county and political subdivision of the State of Florida** (“Landlord”), whose address is P.O. Box 1529, Lake City, Florida, 32055.

Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the “Collateral” (as hereinafter defined). Some or all of the Collateral may be affixed or otherwise be located at the real estate known as 264 NE Hernando Avenue, Lake City, FL 32055 and more particularly described on Exhibit “A” attached hereto and made a part hereof (“Premises”).

Borrower leases the Premises from Landlord under the terms of that certain Lease Agreement dated August 4, 2016 (“Lease”).

To induce Lender to extend the “Loan” (as hereinafter defined) to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows:

1. COLLATERAL DESCRIPTION.

The word “Collateral” means, individually and collectively, certain of Borrower’s personal property in which Lender has acquired or will acquire a security interest including, without limitation, the following specific property:

All equipment, fixtures, and furniture including, but not limited to, the property described in the Security Agreement from Borrower in favor of Lender and includes all replacements and substitutions thereof, as well as all proceeds (including sales and/or insurance proceeds) regarding the Collateral.

2. BORROWER’S ASSIGNMENT OF LEASE.

In connection with the Loan, Borrower will execute and deliver to Lender a *Collateral Assignment of Lessee’s Interest in the Lease* (“Collateral Assignment”) in favor of Lender, which Collateral Assignment will be recorded in the Public Records of Columbia County, Florida, and which Collateral Assignment encumbers Borrower’s rights under the Lease. In connection with the Loan and pursuant to the Collateral Assignment, Borrower will assign to Lender all of Borrower’s rights in the Lease as partial security for the Loan. The parties hereto intend that this assignment will be a present transfer to Lender of all of Borrower’s rights under the Lease, subject to Borrower’s rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals of and amendments to the Lease or the Loan, until the Loan is paid in full. No amendments may be made to the Lease without Lender’s prior written consent, which shall not be unreasonably withheld or delayed. Lender has the option upon default of the Loan by Borrower to exercise its rights under this Agreement.

3. ACKNOWLEDGEMENT OF SECURITY INTEREST AND SUBORDINATION.

Landlord acknowledges that Borrower has granted to Lender a security interest in the Collateral and agrees that the Collateral is and shall remain the personal property of the Borrower at all times, but subject to Lender's rights under the Security Agreement and other Loan documents. Until such time as all amounts due regarding the Loan are repaid in full, Landlord hereby agrees that any and all liens and/or claims Landlord now has or may acquire in or to the Collateral are and will be, at all times, subject and subordinate to Lender's security interest in the Collateral.

4. CONSENT OF LANDLORD.

Notwithstanding anything to the contrary in the Lease, Landlord hereby consents to the Collateral Assignment and Lender's recording thereof and to the assignment by Borrower in favor of Lender of Borrower's rights under the Lease. Lender acknowledges and agrees that the Lease has been authorized by the Columbia County Board of County Commissioners as an economic development project pursuant to Florida Statutes section 125.045, and that the Lease would not be authorized as is but for continuing compliance with that statute. Landlord acknowledges and agrees that, upon a default by Borrower regarding the Loan, Lender may, at Lender's option, acquire Borrower's leasehold at a foreclosure sale or by Borrower's assignment. The Landlord and Lender agree ~~and also~~ that Lender ~~has~~ the right to reassign such leasehold estate pursuant to the Borrower's assignment will be continuously conditioned upon compliance with the statute. ~~(along with right to exercise any options).~~ If Borrower defaults under the Loan, Lender may reassign and or sublease the Lease with the advance consent of the Landlord to ensure compliance with the statute, and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld, ~~conditioned and/or~~ or delayed. Furthermore, Lender agrees that, should it exercise its rights under any assignment of the Lease, Lender shall make every reasonable effort to identify an assignee that meets the economic development purposes required by the statute. Lender acknowledges that without a tenant meeting the economic development purposes of the statute the Landlord may, in the discretion of the Columbia County Board of County Commissioners, void the lease as illegal and the Lender shall have no recourse against Landlord in that event; provided, however, that the Board will give Lender written notice of the Board's desire to void the lease, whereupon Lender will have 180 days in which to bring the Premises into compliance with the statute. So ~~as~~ long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease including, without limitation, liability for rent and other charges due under the Lease. Regardless of whether Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as lessee under the Lease. If Lender takes actual possession of the Premises, Lender will cause all payments or performance due under Lease attributable to that period of time in which Lender possesses the Premises to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord. Landlord agrees that there will be no modifications ~~or~~ cancellations of the lease without the Lender's prior written consent and approval. Notwithstanding anything to the contrary in this Agreement, the use of the Premises must continuously meet the requirements of Florida Statutes Section 125.045, as amended.

5. LEASE DEFAULTS.

Both Borrower and Landlord each hereby agree and represent to Lender that, to the best of their respective knowledge, there is no breach or offset existing by any party under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within a period of sixty (60) days from the receipt of such default notice. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Landlord will not terminate the Lease so long as Landlord receives all sums due under the

Lease for the period during which Lender is in possession of the Premises, or so as long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Landlord.

6. INSURANCE; CONDEMNATION.

Landlord and Borrower each hereby agrees that until the Loan is fully repaid, Lender has first priority over any and all insurance proceeds resulting from damage to any improvements to the Premises to the extent of any amounts due under the Loan. Landlord and Borrower each hereby further agrees that until the Loan is fully repaid, Lender has first priority over any and all condemnation proceeds received and to be received to the extent of any amounts due under the Loan.

7. ENTRY ONTO PREMISES.

Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

8. NOTICE OF TERMINATION.

Landlord represents and warrants to Lender that Borrower has complied with all obligations owed to Landlord by Borrower under the Lease including, without limitation, the payment of rent and that no default currently exists thereunder. Landlord agrees to promptly give Lender written and detailed notice of each occurrence of any condition, event or action of Borrower which results in a default under and/or the termination of the Lease, upon receipt of which notice Lender will have a reasonable opportunity to cure each such default.

9. REMOVAL OF PROPERTY.

Lender shall have thirty (30) days after receipt by Lender of notice from Landlord that the Lease has been terminated to remove the Collateral from the Premises; provided, however, with respect to the expiration of the Lease by its own terms (*i.e.*, the term of the Lease is over pursuant to the express provisions of the Lease), Lender shall have ten (10) days after receipt of any notice from Landlord that the Lease has expired to remove the Collateral from the Premises.

10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement: This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.** If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of

Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any collateral for the Loan, including without limitation extending, renewing, rearranging or accelerating any of the Loan indebtedness. In the event of any conflict between any term and/or condition of the Lease and any term and/or condition of this Agreement, the term and/or condition of this Agreement shall control.

11. AMENDMENTS.

This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

12. NO WAIVER BY LENDER.

Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Landlord, shall constitute a waiver of any of Lender's rights or of any of Landlord's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

13. SEVERABILITY.

If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability or any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

14. DEFINITIONS.

The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code;

Agreement. The word "Agreement" means the Landlord's Consent and Assignment of Lease Agreement including any and all amendments and modifications hereof, together with all exhibits and schedules attached to this Landlord's Consent from time to time.

Borrower. The word “Borrower” means Halpatter Brewing, LLC, a Florida limited liability company, and all other persons and entities signing documentation in favor of Lender regarding the Loan in whatever capacity.

Collateral. The word “Collateral” means all of Borrower’s right, title, and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Landlord. The word “Landlord” means Columbia County, Florida, a charter county and political subdivision of the State of Florida, and is used for convenience purposes only. Landlord’s interest in the Premises may be that of a fee owner, lessor, sublessor or lienholder, or that of any other holder of an interest in the Premises, which may be, or may become, prior to the interest of Lender.

Lender. The word “Lender” means First Federal Bank of Florida, its successors and assigns.

Loan. The word “Loan” means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing and however evidenced.

Premises. The word “Premises” means the real property located at 264 NE Hernando Avenue, Lake City, FL 32055.

Related Documents. The words “Related Documents” mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Lease. The word “Lease” means that certain Lease Agreement dated August 4, 2016 by and between Landlord and Borrower.

15. ACKNOWLEDGMENT.

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS.

THIS AGREEMENT IS DATED AS OF THE DATE SET FORTH ABOVE.

Signed, sealed and delivered in the presence of:

BORROWER:

Halpatter Brewing, LLC, a Florida limited liability company

Print Name: _____

By: _____
Christopher Candler, Manager

By: _____
Jonathan Frazier, Manager

Print Name: _____

By: _____
Jeremy Gable, Manager

STATE OF FLORIDA)
):
COUNTY OF _____)

BEFORE ME, the undersigned authority duly authorized to take oaths and acknowledgements personally appeared Christopher Candler, as Manager of Halpatter Brewing, LLC, a Florida limited liability company. He/She is personally known to me or has produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2017.

My commission expires: _____
Notary Public, State of Florida

STATE OF FLORIDA)
):
COUNTY OF _____)

BEFORE ME, the undersigned authority duly authorized to take oaths and acknowledgements personally appeared Jonathan Frazier, as Manager of Halpatter Brewing, LLC, a Florida limited liability company. He/She is personally known to me or has produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2017.

My commission expires: _____
Notary Public, State of Florida

STATE OF FLORIDA)

COUNTY OF _____)
):ss)

BEFORE ME, the undersigned authority duly authorized to take oaths and acknowledgements personally appeared Jeremy Gable, as Manager of Halpatter Brewing, LLC, a Florida limited liability company. He/She is personally known to me or has produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2017.

My commission expires: _____
Notary Public, State of Florida

Signed, sealed and delivered in the presence of:

First Federal Bank of Florida

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA)
):ss)
COUNTY OF LEON)

BEFORE ME, the undersigned authority duly authorized to take oaths and acknowledgements personally appeared _____, as _____ of **First Federal Bank of Florida**. He/She is personally known to me or has produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2017.

My commission expires: _____
Notary Public, State of Florida

Signed, sealed and delivered in the presence of:

LANDLORD:

Columbia County, Florida, a charter county and political subdivision of the State of Florida

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA)
):
COUNTY OF _____)

BEFORE ME, the undersigned authority duly authorized to take oaths and acknowledgements personally appeared _____, as _____ of Columbia County, Florida, a charter county and political subdivision of the State of Florida. He/She is personally known to me or has produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2017.

Notary Public, State of Florida

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

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

Today's Date: 6/8/2017 Meeting Date: 6/15/2017

Name: Penny Stanley Department: BCC Administration

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

BCC Administration - Requesting Approval of Resolution No. 2017R-16 - Cancelling Board of County Commissioners Meeting of July 6, 2017

2. Recommended Motion/Action:

3. Fiscal impact on current budget.

This item has no effect on the current budget.

**COLUMBIA COUNTY, FLORIDA
RESOLUTION NUMBER 2017R - 16**

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
CANCELLING THE REGULAR SCHEDULED MEETING OF
THE COLUMBIA COUNTY BOARD OF COUNTY
COMMISSIONERS ON JULY 6, 2017
PROVIDING NOTICE THEREOF.**

WHEREAS, the Columbia County, Florida Charter effective January 1, 2003, provides the Board of County Commissioners shall provide by resolution for the location, time, and place for holding all its regular meetings.

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

1. The first regular meeting scheduled for the month of July 6, 2017 of the Board of County Commissioners shall be cancelled.

PASSED AND ADOPTED at its regular meeting of the Board of County Commissioners of Columbia County, Florida, on this 15th day of June 2017.

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

By: _____
Ronald Williams, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Court



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

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Today's Date: 5/30/2017 Meeting Date: 6/15/2017

Name: Mark Hunter, Sheriff Department: BCC Administration

Division Manager's Signature: 

1. Nature and purpose of agenda item:

BCC Administration - Sheriff's Office Requesting Funds from Special Law Enforcement Trust Fund - Florida Prescription Drug Monitoring Program (PDMP) - \$1,000

2. Recommended Motion/Action:

3. Fiscal impact on current budget.

This item has no effect on the current budget.



Sheriff Mark Hunter

COLUMBIA COUNTY SHERIFF'S OFFICE

4917 US Hwy. 90 East • Lake City, Florida 32055-6288
www.columbiasheriff.org

May 30, 2017

Honorable Ronald Williams, Chairman
Board of County Commissioners
P.O. Drawer 1529
Lake City, Florida 32056-1529

Dear Commissioner Williams,

Pursuant to Florida Statute 932.7055(5)(b), I am requesting a total sum of \$ 1,000.00 from the Special Law Enforcement Trust Fund for the Florida Prescription Drug Monitoring Program (PDMP) Foundation, Inc. The request of these funds complies with the aforementioned statute.

Thank you in advance for your consideration of this request.

Sincerely,

A handwritten signature in blue ink that reads "Mark Hunter".

Mark Hunter
Sheriff



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

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Today's Date: 6/1/2017 **Meeting Date:** 6/15/2017

Name: Danielle Beard **Department:** Clerk to Board Finance

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Roll-forward Stormwater Mitigation unused FY 16 budget to FY 17 for stormwater projects. BA 17-53; total amendment \$944,429.

2. Recommended Motion/Action:

3. Fiscal impact on current budget.

This item is not budgeted. The proposed budget amendment to fund this request is provided below.
The budget amendment number is BA 17-53 using fund 001-GENERAL FUND.

FROM:	TO:	AMOUNT:
001-8400-584.90-98 RESERVES / CASH BALANCE FORWARD	001-3750-575.60-61 CAPITAL OUTLAY / LAND	\$944,429.00

Memo

To: Ben Scott
From: Danielle Beard
Date: 5-30-2017
Re: Stormwater Mitigation Roll-forward Budget

In 2008, a stormwater mitigation project was approved and budgeted. Each year, unspent budget dollars have been rolled forward for future stormwater mitigation needs. In the current fiscal year, these funds are not budgeted. Therefore, the remaining budget as of 9/30/2016 needs to be rolled forward in the 2017-2018 budget, which is \$944,429. Please present the attached budget amendment to the Board for approval.

Columbia County BOCC
Assigned Fund Balance
SWRMD (Stormwater Mitigation)

<u>FYE 15 Fund Balance</u>	<u>FY 16 Expenses</u>	<u>Remaining Balance</u>
\$ 1,050,063.00	\$ (105,634.46)	\$ 944,428.54



**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: 6/8/2017 **Meeting Date:** 6/15/2017

Name: Danielle Beard **Department:** Clerk to Board Finance

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

The paving assessments fund (403) is not included in the original budget. However, the fund receives assessments collected and incurs administrative fees. Therefore, a budget amendment is necessary to process such fees. BA 17-54; total amendment \$2,100.

2. Recommended Motion/Action:

3. Fiscal impact on current budget.

This item is not budgeted. The proposed budget amendment to fund this request is provided below.
The budget amendment number is BA 17-54 using fund 403-PAVING ASSESMENT FUND.

FROM:	TO:	AMOUNT:
403-0000-325.10-00 SPECIAL ASSESSMENTS / ROLLING OAKS	403-1000-511.30-31 OPERATING EXPENDITURES / PROFESSIONAL SERVICES	\$500.00
403-0000-325.12-00 SPECIAL ASSESSMENTS / PINE RIDGE	403-1000-511.30-31 OPERATING EXPENDITURES / PROFESSIONAL SERVICES	\$500.00
403-0000-325.12-01 PINE RIDGE / IMPROVEMENTS	403-1000-511.30-31 OPERATING EXPENDITURES / PROFESSIONAL SERVICES	\$500.00
403-0000-325.12-00 SPECIAL ASSESSMENTS / PINE RIDGE	403-1320-513.30-30 OPERATING EXPENDITURES / TAX COLLECTOR FEES	\$200.00
403-0000-325.12-01 PINE RIDGE / IMPROVEMENTS	403-1320-513.30-30 OPERATING EXPENDITURES / TAX COLLECTOR FEES	\$200.00
403-0000-325.10-00 SPECIAL ASSESSMENTS / ROLLING OAKS	403-1320-513.30-30 OPERATING EXPENDITURES / TAX COLLECTOR FEES	\$200.00

Memo

To: Ben Scott
From: Danielle Beard
Date: 6-8-2017
Re: Paving Assessments

The paving assessments fund (403) captures for the collection of special assessments and related expenses. This fund is not included in the original budget of the County. However, the fund has administrative expenses each year. Therefore, a budget amendment is necessary to process such fees. Please present the attached budget amendment to the Board for approval.

Columbia County Board of County Commissioners
Paving Assessments Budget
FY 2017
6/8/2017

Description	Account number	Assessments Received through 6-8-17
Revenue - Rolling Oaks	403-0000-325.10-00	\$ 12,888.00
Revenue - River Manor	403-0000-325.11-00	\$ -
Revenue - Pine Ridge	403-0000-325.12-00	\$ 2,148.41
Revenue - Pine Ridge Imp	403-0000-325.12-01	\$ 1,487.14
TOTAL ASSESSMENTS RECEIVED		\$ 16,523.55



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

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Today's Date: 6/8/2017 **Meeting Date:** 6/15/2017

Name: Danielle Beard **Department:** Clerk to Board Finance

Division Manager's Signature: 

1. Nature and purpose of agenda item:

The MSBU fund (102) captures collection of special assessments and related expenses. The utilities expenses and administrative fees for the Spring Hollow lighting assessment will exceed the budgeted amount. Therefore, a budget amendment is necessary to process the remaining fiscal year's expenses. BA 17-55; total amendment \$2,000.

2. Recommended Motion/Action:

3. Fiscal impact on current budget.

This item is not budgeted. The proposed budget amendment to fund this request is provided below.

The budget amendment number is BA 17-55 using fund 102-MSBU.

FROM:	TO:	AMOUNT:
102-8400-584.90-98 RESERVES / CASH BALANCE FORWARD	102-7800-554.30-43 OPERATING EXPENDITURES / UTILITIES	\$2,000.00

Memo

To: Ben Scott
From: Danielle Beard
Date: 6-8-2017
Re: Lighting Assessments

The MSBU fund (102) captures for the collection of special assessments and related expenses. This fund is included in the original budget of the County. However, the utilities and administrative fees for the Spring Hollow Assessments will exceed the budgeted amount in the current fiscal year. Therefore, a budget amendment is necessary to process such fees. Please present the attached budget amendment to the Board for approval.

Columbia County Board of County Commissioners
Spring Hollow Lighting Assessment
FY 2017
6/8/2017

102-7800-554.30-43

Original Budget	\$ 1,950.00
Current expenses	\$ 1,393.64
Estimated remain. utilities	\$ 740.00
Pending admin fee	\$ 1,500.00
Budget shortfall	<u>\$ (1,683.64)</u>



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

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Today's Date: 6/8/2017 Meeting Date: 6/15/2017

Name: Joel Foreman Department: County Attorney

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

Request to proceed with sale of surplus land at Carr Court

2. Recommended Motion/Action:

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Commissioners Ron Williams, Rusty DePratter, Tim Murphy, Bucky Nash, and Everett Phillips

CC: Ben Scott, County Manager

From: Joel F. Foreman, County Attorney

Re: Surplus Lands at Carr Court

Date: June 8, 2017

On April 6, 2017, the Board voted to surplus a small strip of land at the north end of Carr Court. See Exhibit "A". This property was evidently set aside to serve as additional right of way for the expansion of Carr's Mini Farms, an unrecorded subdivision off Nash Road. The expansion of that subdivision has not occurred and no right of way was opened across the now-surplus strip of land.

The land is situated such that it has little to no market value. On April 12, 2017, my office sent certified letters to the three parcel owners adjoining the surplus land using the addresses available on the property appraiser's website. Pursuant to Florida Statutes section 125.35(2), where lands are of insufficient size and shape to be issued a building permit or where the value of the property is less than \$15,000, the County may, after giving notice to the adjoining landowners via certified mail, offer the land for private sale without receiving bids or publishing notice. My office received response from Daniel and Stacie Register, owners of the parcel lying immediately north of the surplus land. See Exhibit "B". The Registers have offered the County \$500.00 to purchase the surplus land from the County.

I am recommending acceptance of the Register's offer. The land has little to no value as it is currently owned by the County. Furthermore, the land operates to "landlock" the Registers from Carr Court, which is their means of accessing their property. Should anyone other than the Registers purchase this land, I believe they would likely do so subject to a prescriptive easement running in favor of the Registers' land.

If approved my office will prepare a statutory deed for the transfer of the property and the Chair will execute and convey the same upon receipt of funds from the Registers. I am requesting the Board approve this action.

EXHIBIT "A"

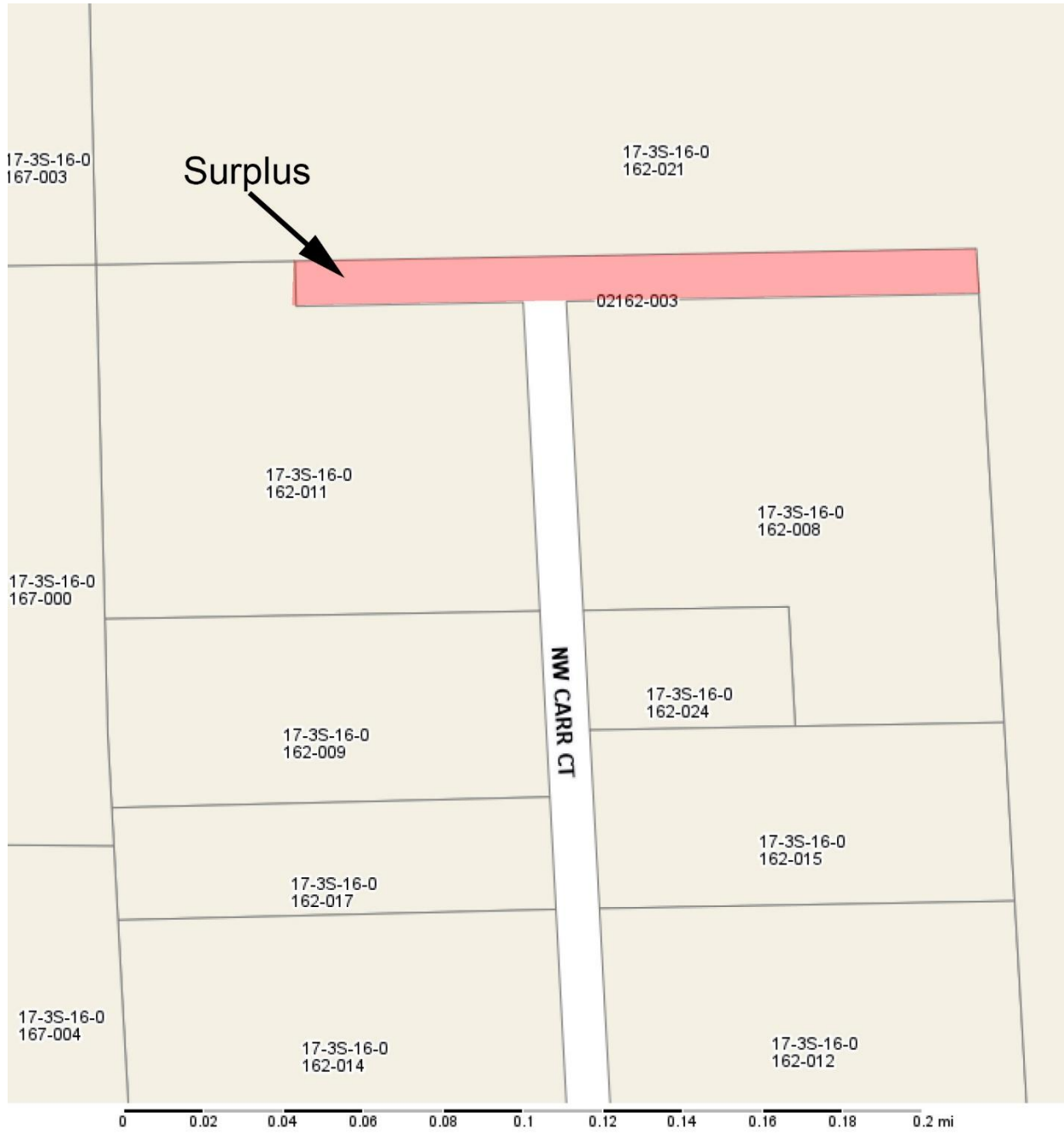
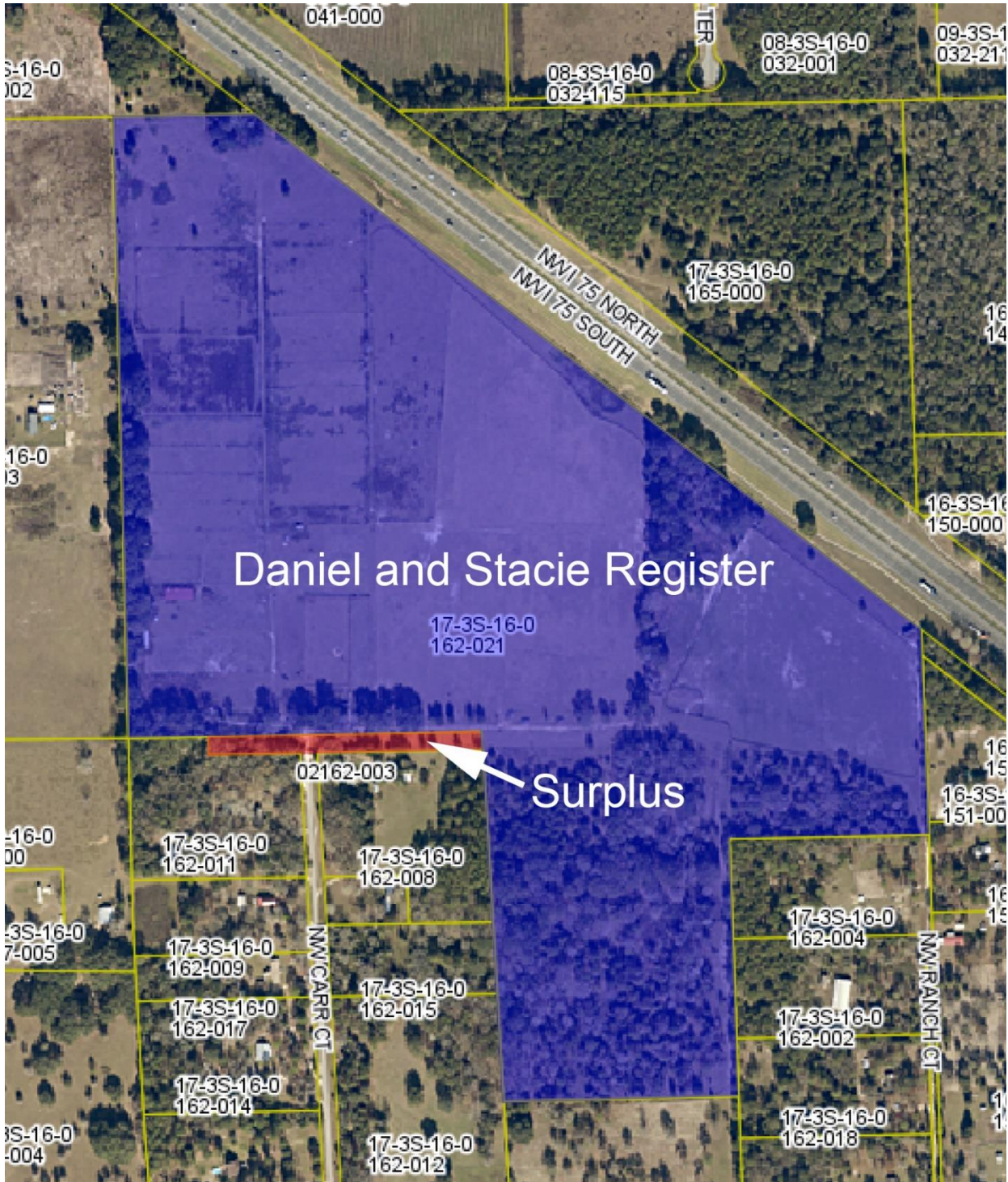


EXHIBIT "B"





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

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Today's Date: 6/9/2017 Meeting Date: 6/15/2017

Name: Glenn Hunter Department: Economic Development

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

Economic Development Advisory Board Member reappointment of two (2) current members

2. Recommended Motion/Action:

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1- Ronald Williams
District No. 2- Rusty DePratter
District No. 3- Bucky Nash
District No. 4- Everett Phillips
District No. 5- Tim Murphy

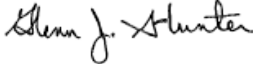
BOARD OF COUNTY COMMISSIONERS

COLUMBIA COUNTY

MEMORANDUM

DATE: June 9, 2017

TO: Ben Scott, County Manager

R: Glenn Hunter, Director Economic Development 

RE: Economic Development Advisory Board Re-appointment

Two (2) Economic Development Advisory Board members appointment have expired and both are requesting re-appointment with expiration dates of February 28, 2019.

We request this item on the agenda for the next regularly scheduled Board of County Commissioner meeting on June 15, 2017.

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

March 29, 2017

Attn: Glenn Hunter
Columbia County Economic Development Department
259 NE Franklin St., Ste 101
Lake City, FL 32055

Glenn,

I want to continue to be involved in promoting and helping to facilitate future growth and development of Columbia County. Therefore, I am very much interested in being re-appointed to serve on the Columbia County Economic Development Advisory Board. If the Columbia County Board of County Commissioners agrees on my re-appointment, I look forward to continue working closely with you and others to cultivate opportunities for creation of new jobs and further improvement of the standard of living in our community.

Respectfully,

A handwritten signature in cursive script that reads "Jeff Simmons".

Jeff Simmons

Vann Carpet One
131 West Duval Street
Lake City, FL 32055
386-752-3420 Fax 386-752-8093

March 29, 2017

Columbia County Economic Development
Attn: Mr. Glenn Hunter
259 NE Franklin Street, Suite 101
Lake City, FL 32055

Dear Mr. Hunter,

I respectfully request reappointment to the Economic Development Advisory Board. I appreciate the opportunity I have had to serve this community and would like to continue the work our board has initiated.

Respectfully,

A handwritten signature in black ink, appearing to read 'M. A. Vann', followed by a horizontal line extending to the right.

Marc A. Vann



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

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Today's Date: 6/5/2017 Meeting Date: 6/15/2017

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: 

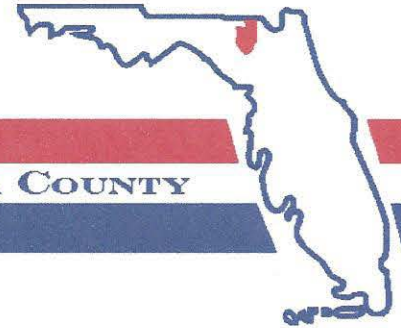
1. Nature and purpose of agenda item:

Sale of surplus equipment

2. Recommended Motion/Action:

3. Fiscal impact on current budget.

This item has no effect on the current budget.



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: June 2, 2017
To: Ben Scott, County Manager
From: Kevin Kirby, Assistant County Manager 
RE: Sale of Surplus Equipment

I am requesting permission to sell the following equipment at auction:

1. 2005 Ford F 150 Pickup Asset # 12916---needs new motor.
2. 2001 Ford F 450 Pickup Asset # 11714---needs transmission.
3. 1996 Dodge 1500 Pickup Asset #09449---needs ball joints, new dash, seat, and tune up.
4. 2001 Ford Windstar Van Asset #11880---needs new motor.
5. 1994 Ford F 150 Pickup Asset #8721---needs new motor.
6. 2003 Ford F 350 Pickup Asset #12200---needs extensive motor repair.

None of the above listed vehicles are worth repairing.



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

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Today's Date: 6/6/2017 Meeting Date: 6/15/2017

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: 

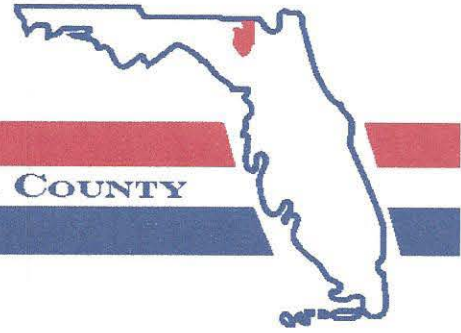
1. Nature and purpose of agenda item:

Approval of material bid from Ferguson Waterworks for \$57,256.97 to supply materials for Ellisville Wastewater Plant construction.

2. Recommended Motion/Action:

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 405-3501-535-6063



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: June 6, 2017
To: Ben Scott, County Manager
From: Kevin Kirby, Assistant County Manager 
RE: Ellisville Wastewater Plant Construction Project

As you are aware the County has agreed to self-perform the following as part of the construction of the above referenced project:

1. Construction of the force main (to include clearing and grubbing);
2. Construction of the RIBS; and
3. Demolition of the two existing plants.

Attached is a materials list compiled from the construction plans and specifications. Sealed bids were solicited with only one company, Ferguson Waterworks submitting a bid.

The total bid of \$57,256.97 for the materials is within budget and we ask for approval of the bid.

If you should need any additional information, please contact me.



FERGUSON WATERWORKS-JAX #149
 9692 FLORIDA MINING BLVD W
 BUILDING #100
 JACKSONVILLE, FL 32257
 Phone: 904-268-2551
 Fax: 904-268-2053

Deliver To:	
From:	Gordon Spottswood
Comments:	

16:17:56 MAY 30 2017

Page 1 of 2

FEI-JACKSONVILLE WW -#149
 Price Quotation
 Phone: 904-268-2551
 Fax: 904-268-2053

Bid No: B370962
 Bid Date: 05/16/17
 Quoted By: JGS

Cust Phone: 386-755-4100
 Terms: NET 10TH PROX

Customer: COUNTY OF COLUMBIA
 PO BOX 969
 LAKE CITY, FL 32056

Ship To: COUNTY OF COLUMBIA
 PO BOX 969
 LAKE CITY, FL 32056

Cust PO#:

Job Name: FORCE MAIN MATERIAL

Item	Description	Quantity	Net Price	UM	Total
DR18GPP	4 C900 DR18 PVC GJ GREE PIPE	11000	1.810	FT	19910.00
DR18GPU	6 C900 DR18 PVC GJ GREE PIPE	100	3.620	FT	362.00
DR18GPX	8 C900 DR18 PVC GJ GREE PIPE	400	6.110	FT	2444.00
MJTP4LAP	4 MJ C153 P-401 TEE L/A	1	93.500	EA	93.50
MJ1P4LAP	4 MJ C153 P-401 11-1/4 BEND L/A	6	77.520	EA	465.12
MJ2P4LAP	4 MJ C153 P-401 22-1/2 BEND L/A	4	79.220	EA	316.88
MJ4P4LAP	4 MJ C153 P-401 45 BEND L/A	21	80.240	EA	1685.04
SP-GA517EPVSSP	4 GA MJ PLUG VLV W/OPT NUT SS B&N	6	290.000	EA	1740.00
CSL20	2 SEWAGE PRES AIR RELEASE VLV	5	299.000	EA	1495.00
FNW200AK	2 SS 1000# THRD 2PC FP BV LL	5	104.000	EA	520.00
DS44LNKME	2X3 SS S40 304L NIP	10	2.000	EA	20.00
FF202480IP7I	4X2 IP DBL STRP SDL	5	23.000	EA	115.00
C1430GSF500	14GA 30MM 500 FT COP TRCR WIRE GREE	22	45.000	EA	990.00
PND3104G4737	3X1000 NON DET SWR GREE	11	14.000	EA	154.00
SSLCE4	4 PVC WDG REST GLND *ONELOK	77	16.500	EA	1270.50
SMGP4	4 MJ GSKT & BLT PK L/ GLAND	77	6.550	EA	504.35
SPWPC4	4 SIGMA BELL REST F/ C900 *PVLOK	36	24.500	EA	882.00
PSLUBXL1G	1 GAL 8 LB PIPE JT LUB NSF NEW FORM	5	11.000	EA	55.00
I461SS	2PC SC CI VLV BX 19-22 SWR	11	31.500	EA	346.50
LCCCU	6 CNCRT CO COLL	11	10.000	EA	110.00
MJSPP4U	6 MJ C153 P-401 SLD PLUG	6	100.000	EA	600.00
SP-GA517PVU	6" MJ PLG VLV 517	6	465.000	EA	2790.00
MJTP4LAXU	8X6 MJ C153 P-401 TEE L/A	1	200.000	EA	200.00
MJRP4LAXU	8X6 MJ C153 P-401 RED L/A	2	152.000	EA	304.00
MJCRP4LAXU	8X6 MJ C153 P-401 CRS L/A	4	235.000	EA	940.00
SSLCEP6	6 PVC WDG REST GLND PK *ONELOK	36	30.100	EA	1083.60
SSLCEP8	8 PVC WDG REST GLND PK *ONELOK	9	40.500	EA	364.50
MJYP4LAX	8 MJ C153 P-401 WYE L/A	1	272.680	EA	272.68
MJSPP4X	8 MJ C153 P-401 SLD PLUG	1	139.750	EA	139.75
MJ4P4LAX	8 MJ C153 P-401 45 BEND L/A	1	172.050	EA	172.05
I461SS	2PC SC CI VLV BX 19-22 SWR	1	31.500	EA	31.50
NHCOSX	8 NH CI CO W/ SC PLG	1	40.000	EA	40.00
SP-ARMANHOLE4X4X5	AIR RELEASE MANHOLE 4'4"X4'4"X5	5	2795.000	EA	13975.00
USF667CRESAV4V	667 R&C DBL CR E SWR AIR VLV 4-VENT	5	0.000	EA	0.00
	ALTERNATE				
DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE	460	6.110	FT	2810.60



FEI-JACKSONVILLE WW -#149
Price Quotation

Fax: 904-268-2053

16:17:56 MAY 30 2017

Reference No: B370962

MJSCAPLAX	8 MJ C153 SLD CAP L/A	2	27.200	EA	54.40	
					Net Total:	\$57256.97
					Tax:	\$0.00
					Freight:	\$0.00
					Total:	\$57256.97

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Ellisville Utility, Force Main Materials and Delivery Only

Project consists of furnishing materials and appurtenances for +/- 11,000 LF of 4" PVC (C-900) waste water force main construction and other miscellaneous items in Ellisville, Columbia County.

Scope of work includes coordinating with County staff on furnishing materials to the project site on SE Giles Martin Avenue within 30 days of contract execution.

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	4 inch C900 Sanitation pipe	LF	11,000	\$ 1.81	\$ 19910.00
2	6 inch C900 Sanitation pipe	LF	100	\$ 3.62	\$ 362
3	8 inch C900 Sanitation pipe	LF	400	\$ 6.11	\$ 2444
4	4 inch D.I.P. Tee	EA	1	\$ 93.5	\$ 93.50
5	4 inch D.I.P. 11.25 bend	EA	6	\$ 77.52	\$ 465.12
6	4 inch D.I.P. 22.5 bend	EA	4	\$ 79.22	\$ 316.88
7	4 inch D.I.P. 45 bend	EA	21	\$ 80.74	\$ 1695.54
8	4 inch plug valve	EA	6	\$ 290	\$ 1740.00
9	2 inch Air release	EA	5	\$ 299	\$ 1495.00
10	2 inch SS ball valve	EA	5	\$ 101	\$ 505.00
11	2 inch SS nipple	EA	10	\$ 2	\$ 20
12	4 inch pipe saddle	EA	5	\$ 23	\$ 115.00
13	14 AWG tracing wire	LF	11,000	\$ 45	\$ 4950
14	caution buried Sewer line tape	LF	11000	\$ 14	\$ 1540
15	4 inch Megalug joint restraint	EA	77	\$ 16.5	\$ 1270.50
16	4 inch MJ gland pack	EA	77	\$ 6.55	\$ 504.35
17	thrust restraints with accessory kits	EA	36	\$ 24.50	\$ 882
18	Pipe joint lubricant	GAL	5	\$ 11.00	\$ 55
19	valve box with covers	EA	11	\$ 31.50	\$ 346.50
20	Valve box collars	EA	11	\$ 10	\$ 110
21	6 inch plug/cap	EA	6	\$ 100	\$ 600
22	6 inch plug valve	EA	6	\$ 465	\$ 2790
23	8" x 6" D.I.P Tee	EA	1	\$ 200	\$ 200
24	8" X6" D.I.P reducer	EA	2	\$ 152	\$ 304
25	8" X6" D.I.P cross	EA	4	\$ 235	\$ 940
26	6 inch megalug with MJ gland pack	EA	36	\$ 30.10	\$ 1083.60
27	8 inch Megalug with MJ gland pack	EA	9	\$ 40.50	\$ 364.50
28	8 inch wye with offset 45 bend	EA	1	\$ 272.68	\$ 272.68
29	8 inch plug	EA	1	\$ 139.75	\$ 139.75
30	8 inch 45 bend	EA	1	\$ 172.05	\$ 172.05
31	valve box with covers	EA	1	\$ 31.50	\$ 31.50
32	8 in brass cleanout cap	EA	1	\$ 40.00	\$ 40
33	precast concrete vault	EA	5	\$ 2795	\$ 13975.00
34	Cast iron USF cover and Frame	EA	5	\$ 0	\$ 0
	Alternate			\$	\$
37	8" C900 Wastewater Pipe	LF	460	\$ 6.11	\$ 2810.60
38	8" Plug/Cap	EA	2	\$ 27.20	\$ 54.40
				TOTAL	\$ 57256.97

Bidding Company Name: Ferguson

* We do not quote or sell concrete boxes
 our quote is \$43,281.97 without concrete
 re. quantities

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Ellisville Utility, Force Main Materials and Delivery Only

NOTES:

- Items 9-12 - 2" NPT
- Item 13 - Green Insulation
- Item 14 - Buried Sanitary Sewer, Nondetectable
- Item 19 - Valve Box with Covers, expandable to 4'
- Item 33 - 4'-4" x 4'-4" x 5'(depth) with 8" x 16" concrete footers
- Item 34 - 3' diameter cast iron cover, for use with Item 33

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

ALL MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST AWWA / ANSI STANDARDS /
COLUMBIA COUNTY / FDEP STANDARDS.

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

FIRM Ferguson Waterworks (Seal)

BY J. M. Sp... O/S Ferguson Waterworks
President

ATTEST Nelly Kinas

TOTAL MATERIALS COST \$57,256.97

or \$43,281.97
without structures
(items 33/34)



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

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Today's Date: 6/6/2017 Meeting Date: 6/15/2017

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: 

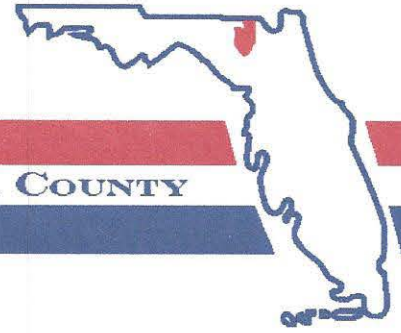
1. Nature and purpose of agenda item:

Permission to enter private property.

2. Recommended Motion/Action:

3. Fiscal impact on current budget.

This item has no effect on the current budget.



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: June 6, 2017
To: Ben Scott, County Manager
From: Kevin Kirby, Assistant County Manager 
RE: Permission to Enter Private Property

I am requesting permission to enter private property located at 322 SE October Road for the purpose of tree removal.

The tree is very large and split and has become a danger.

Upon approval the appropriate Hold Harmless Agreement will be obtained.

Thank you.

Columbia County Property Appraiser

updated: 5/2/2017

2016 Tax Year

Parcel: 02-6S-17-09537-000

<< Next Lower Parcel Next Higher Parcel >>

Tax Collector Tax Estimator Property Card
Parcel List Generator

2016 TRIM (pdf) **Interactive GIS Map** Print

<< Prev Search Result: 5 of 35 Next >>

Owner & Property Info

Owner's Name	DOYLE MICHAEL S SR & SHERYL C		
Mailing Address	212 SW EXPLORER GLN FORT WHITE, FL 32038		
Site Address	322 SE OCTOBER RD		
Use Desc. (code)	MOBILE HOM (000200)		
Tax District	3 (County)	Neighborhood	2617
Land Area	1.120 ACRES	Market Area	02
Description	NOTE: This description is not to be used as the Legal Description for this parcel in any legal transaction. COMM SW COR OF NW1/4 OF NW1/4, RUN E 9 FT, N 131.25 FT FOR POB, CONT N 181.35 FT, E 213.64 FT TO C/L OLD WIRE RD, S ALONG R/W 200 FT, W 300.5 FT TO POB. ORB 498-578, LIFE ESTATE 786-719, (DC MARBET B BRIGGS 1199-1713), QC 1199- 2035, WD 1217-1157,		



Property & Assessment Values

2016 Certified Values		
Mkt Land Value	cnt: (0)	\$10,883.00
Ag Land Value	cnt: (2)	\$0.00
Building Value	cnt: (1)	\$6,225.00
XFOB Value	cnt: (1)	\$300.00
Total Appraised Value		\$17,408.00
Just Value		\$17,408.00
Class Value		\$0.00
Assessed Value		\$17,408.00
Exempt Value		\$0.00
Total Taxable Value	Cnty: \$17,408 Other: \$17,408 Schl:	\$17,408

2017 Working Values (...Hide Values)		
Mkt Land Value	cnt: (0)	\$10,883.00
Ag Land Value	cnt: (2)	\$0.00
Building Value	cnt: (1)	\$6,350.00
XFOB Value	cnt: (1)	\$300.00
Total Appraised Value		\$17,533.00
Just Value		\$17,533.00
Class Value		\$0.00
Assessed Value		\$17,533.00
Exempt Value		\$0.00
Total Taxable Value	Cnty: \$17,533 Other: \$17,533 Schl:	\$17,533

NOTE: 2017 Working Values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

Sales History

Show Similar Sales within 1/2 mile

Sale Date	OR Book/Page	OR Code	Vacant / Improved	Qualified Sale	Sale RCode	Sale Price
6/28/2011	1217/1157	WD	I	V	30	\$5,000.00
6/1/2011	1215/2751	WD	I	U	11	\$100.00
6/1/2011	1215/2753	PR	I	U	11	\$100.00
8/17/2010	1199/2035	QC	I	U	11	\$100.00
10/1/1982	498/578	WD	V	Q		\$3,500.00

Building Characteristics

Bldg Item	Bldg Desc	Year Blt	Ext. Walls	Heated S.F.	Actual S.F.	Bldg Value
1	MOBILE HME (000800)	1982	AL SIDING (26)	840	840	\$6,350.00
Note: All S.F. calculations are based on exterior building dimensions.						

Extra Features & Out Buildings

