

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

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

CONSENT AGENDA

October 5, 2017

5:30 P.M.

-
- (1) BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Workshop Meeting - September 7, 2017 (Pg. 1)**
 - (2) BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Regular Meeting - September 7, 2017 (Pg. 4)**
 - (3) BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Special Meeting - September 14, 2017 (Pg. 17)**
 - (4) BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Regular/Final Budget Meeting - September 21, 2017 (Pg. 20)**
 - (5) BCC Administration - Requesting Approval of Sanitary Sewer Easement Agreement - Love's Travel Stops & Country Stores, Inc. (Pg. 29)**
 - (6) BCC Administration - Memorandum of Understanding - Prolific Juvenile Offenders - Florida Department of Juvenile Justice, Columbia County Sheriff's Office, and the Columbia County Combined Communications Center (Pg. 38)**
 - (7) BCC Administration - Requesting Approval of Adopt-A-Shore Program Agreement between Columbia County and Current Problems, Inc. - FY 2017-2018 - \$10,000 (Pg. 44)**
 - (8) BCC Administration - Requesting Approval of Renewal of the Medical Examiner Agreement with City of Jacksonville - \$240,000 annually (Pg. 49)**
 - (9) Building and Zoning - Special Family Lot Permit - SFLP 17 42 - for Michelle Rosbury Cruz, Daughter - Johanna Rosbury, Property Owner - District 5 - Commissioner Tim Murphy (Pg. 56)**
 - (10) Central Communications - Emergency Repairs Due to Equipment Failure - (Network Equipment and Generators) - \$10,000 (Pg. 76)**
 - (11) Columbia County Fire Department - Request Needed to Order Equipment for the Startup of 2 (two) ALS Engines - BA 18-01 - \$80,000 (Pg. 79)**
 - (12) Columbia County Fire Department - Requesting Approval of Resolution No. 2017R-50 - EMS State Grant for Monies to Improve and Expand Columbia County's Out-of-Hospital EMS System - \$13,474 (Pg. 81)**

- (13) Library - Requesting Approval for the Library to Hold Food for Fines Project - November 13-19, 2017 (Pg. 88)**
- (14) Library - Requesting Approval of the Library to Close December 23, 24, 2017 (Pg. 90)**
- (15) Public Works - Utility Permit - AT&T - NW Eadie Street and Edison Way (Pg. 92)**
- (16) Public Works - Requesting Approval of Resolution No. 2017R-47 - FDOT Reimbursement Agreement to Construct Sidewalk on Gabriel Place and Birley Avenue from Pinemount Elementary to US Hwy 90 (Pg. 103)**
- (17) Public Works - Requesting Approval of the use of Sick Leave for Randy Cliff (Pg. 131)**
- (18) Public Works - Requesting Approval of Emergency Purchases for Hurricane Irma (Pg. 133)**
- (19) Purchasing - Requesting Approval of Review Final Ranking and Beginning Negotiations with No. 1 Ranked Firm Darabi & Associates (Pg. 141)**
- (20) Purchasing - Requesting Approval of Ranking for RFP 2017-U CDBG Grant Administrative Services and Environmental Review (Pg. 144)**
- (21) Recreation - Requesting Approval of Repair Essential Equipment and Install Safety Equipment - BA 17-69 - \$11,325 (Pg. 147)**
- (22) Risk Manager - Requesting Approval of Resolution No. 2017R-49 - A Resolution Approving County Manager, Ben Scott to Sign and Execute Community Block Grant Documents under Contract 17DB-OJ-03-22-01-N-16 (Pg. 151)**
- (23) Risk Manager - Requesting Approval of an Application to the Florida Job Growth Grant - Construction of Phase I Rail Spur - \$3,135,600 (Pg. 154)**
- (24) Risk Manager - Requesting Approval of the County to Apply for a Total Maximum Daily Loads Program (TMDL) Grant - Florida Section 319 Grant - Regional Initiative Valuing Environmental Resources (RIVER) Grant and Legislative Appropriation Funding for the Cannon Creek Stormwater Mitigation Project (Pg. 234)**
- (25) Solid Waste - Requesting Approval of Mosquito Control Certified Budget for FY 2017-2018 - Florida Department of Agricultural and Consumer Services (Pg. 237)**
- (26) Tourist Development Council - Request Approval of the 2017-2018 Smith Travel Report (STR) Contract - \$4,500 (Pg. 240)**



1

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: September 29, 2017

Meeting Date: October 5, 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 - Workshop Meeting - September 7, 2017

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item

Columbia County
Board of County Commissioners
Workshop

Minutes of
September 7, 2017

The Columbia County Board of County Commissioners met in a workshop at the auditorium of the School Board Administrative Complex at 3:00 p.m. The workshop 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, Bucky Nash, Tim Murphy 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
Deputy Clerk Katrina Vercher

Workshop Agenda Items:

911 Addressing on Private Roads

911 Addressing Director Matt Crews requested some changes as to how homes on private roads are addressed.

Discussion ensued.

The Board directed staff to proceed with drafting the requested changes.

Business Tax Receipts/Occupational License Tax

Using the attached PowerPoint presentation, CM Scott addressed the Board about the inconsistencies between the County Ordinance and Florida law concerning the "Occupational License Tax".

Tax Collector Ronnie Brannon addressed the Board and requested that the ordinance be abolished but he would settle for the ordinance being updated.

Discussion ensued.

The Board directed staff to work with Mr. Brannon on amending the ordinance.

The following members of the public addressed the Board with their comments and/or questions regarding the following items:

Linda Russell

William Russell

Keval Barok

Kathy Avins

Stewart Lilker

Meeting Rules and Polices

The Board discussed several changes to the Meeting Rules and Polices.

Open Public Comment and/or Questions:

Citizen Stewart Lilker and Crista Pribble offered comment on the meeting rules and polices. Attorney Foreman responded.

Citizen Stewart Lilker offered comment on taxes and the Lake Shore Hospital Authority.

Adjournment

There being no further business, the meeting adjourned at 4:45 p.m.

ATTEST:

Ronald Williams, Chairman
Board of County Commissioners

P. DeWitt Cason
Clerk of Circuit Court



2

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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1. Nature and purpose of agenda item:

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

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Board of County Commissioners

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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
Deputy Clerk Katrina Vercher

Agenda Additions/Deletions

Additions:

- Resolution 2017R-45

Deletions:

- Item # 1 on the consent agenda

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

Ministerial Matters

Proclamation No. 2017P-9

Commissioner DePratter read the Proclamation recognizing James H. Montgomery for twenty-four years of dedicated service to the Board of County Commissioners and the citizens of Columbia County and designating September, 24, 2017, as James H. Montgomery appreciation day in Columbia County.

MOTION by Commissioner DePratter to approve Proclamation 2017P-9.
SECOND by Commissioner Murphy. The motion carried unanimously.

Presentation of the Board not Requiring Board Vote or Action

Curbside Recycling

Christa Pribble gave a presentation on the benefits of recycling and requested a special committee be appointed to investigate the benefits.

Commissioner Williams requested that County Attorney Foreman prepare a resolution to form a special committee for Board approval.

Public Hearings

Resolution No. 2017R – 35 – Fire Protection Services Assessment

A Resolution reimposing Fire Protection Assessments against assessable property within the Columbia County Municipal Services Benefit Unit for the Fiscal Year beginning October 1, 2017.

The public hearing opened.

The following citizens offered comment or asked questions:

Louis Munoz	Brian Kroll	Nader Vakili
James Parnell	Lucy Smith	Lucy Smith
Stewart Lilker	Barbara Lemley	Kathryn Gray

Mark Snook with HAECO offered comment.

Discussion ensued.

MOTION by Commissioner DePratter to adopt Resolution No. 2017R-35 with the amendment of the square footage cap for commercial industrial/warehouse and institutional to 300,000 square feet. SECOND by Commissioner Phillips.

Discussion ensued.

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

Resolution No. 2017R – 36 – Solid Waste Service Assessment

A Resolution reimposing Solid Waste Assessments against assessable property within the Columbia County Municipal Services Benefit Unit for the Fiscal Year beginning October 1, 2017. There are no rate changes.

The public hearing opened.

The following citizens offered comment or asked questions:

Louis Munoz	Stewart Lilker	Nader Vakili
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The public hearing closed.

MOTION by Commissioner Nash to adopt Resolution No. 2017R-36. SECOND by Commissioner Murphy. The motion carried unanimously.

Resolution No. 2017R – 37 – Emerald Lakes Street Lighting Services Assessment

A Resolution reimposing Emerald Lakes Street Lighting Services Assessments against assessable property, pursuant to the Uniform Assessment Collection Act, for the Fiscal Year beginning October 1, 2017. There are no rate changes.

The public hearing opened and closed without comment.

MOTION by Commissioner Nash to adopt Resolution No. 2016R-37. SECOND by Commissioner DePratter. The motion carried unanimously.

Resolution No. 2017R – 38 – Spring Hollow Street Lighting Services Assessment

A Resolution reimposing Spring Hollow Street Lighting Services Assessments against assessable property within the Columbia County Municipal Services Benefit Unit for the Fiscal Year beginning October 1, 2017. There are no rate changes.

The public hearing opened and closed without comment.

MOTION by Commissioner DePratter to adopt Resolution No. 2017R-38. SECOND by Commissioner Phillips. The motion carried unanimously.

Resolution No. 2017R – 39 – Carolyn Heights Street Lighting Services Assessment

A Resolution imposing Carolyn Heights Street Lighting Services Assessments against assessable property within the Columbia County Municipal Services Benefit Unit for the Fiscal Year beginning October 1, 2017. This is a new assessment.

The public hearing opened and closed without comment.

MOTION by Commissioner Nash to adopt Resolution No. 2017R-39. SECOND by Commissioner Murphy. The motion carried unanimously.

Resolution No. 2017R – 40 – Pine Ridge Court Road Improvement Project

A Resolution reimposing Pine Ridge Court Maintenance Services and Road Improvement Project Assessments against assessable property, pursuant to the Uniform Assessment Collection Act, for the Fiscal Year beginning October 1, 2017.

The public hearing opened.

Citizen Louis Munoz offered comment.

The public hearing closed.

MOTION by Commissioner DePratter to adopt Resolution No. 2017R-40.
SECOND by Commissioner Phillips. The motion carried unanimously.

Resolution No. 2017R – 41 – Rolling Oaks Paving Project

A Resolution reimposing Rolling Oaks Paving Project Assessments against assessable property, within the Columbia County Municipal Services Benefit Unit for the Fiscal Year beginning October 1, 2017.

The public hearing opened and closed without comment.

MOTION by Commissioner Nash to adopt Resolution No. 2017R-41. SECOND by Commissioner Phillips. The motion carried unanimously.

First Budget Hearing:

CM Scott briefly explained the County's budget process.

Millage Rate for Fiscal Year 2017-2018

CM Scott announced that for the 2017-2018 Fiscal Year, the Columbia County Board of County Commissioners Millage rate to be levied is 8.015 mills which is .80% higher than the rolled back rate of 7.9504.

The public hearing opened.

The following citizens offered comment or asked questions:

Louis Munoz Lane Watkins Crista Pribble Nader Vakili

The public hearing closed.

MOTION by Commissioner DePratter to adopt and set tentative millage rate of 8.0150 mills for the 2017-2018 Fiscal Year which is .81% higher than the rolled back rate of 7.9504. SECOND by Commissioner Phillips. The motion carried unanimously.

General Fund Budget for Fiscal Year 2016-2017

CM Scott listed the offices and departments that are funded from the General Fund and announced that the total proposed budget for the 2017-2018 Fiscal Year is \$43,024,405.

The public hearing opened.

The following citizens offered comment or asked questions:

Louis Munoz Stewart Lilker

The public hearing closed.

MOTION by Commissioner DePratter to adopt a tentative general fund budget, appropriations and reserves budget at \$43, 024,405. SECOND by Commissioner Murphy. The motion carried unanimously.

Funds not Levying Ad-Valorem Budgets for Fiscal Year 2017-2018

CM Scott listed the funds that do not levy Ad-Valorem taxes.

The public hearing opened.

The following citizens offered comment or asked questions:

Stewart Lilker Crista Pribble Barbara Lemley
Louis Munoz Lucy Smith

The public hearing closed.

MOTION by Commissioner Nash to adopt tentative budgets for the following funds:

Transportation Trust	\$ 13,575,080
Municipal Services Fund	15,216,117
Sheriff	18,007,200
Court Services	1,316,750
Landfill Enterprise	4,116,864
Library Fund	2,178,849
Special Law Enforcement	55,100
Tourist Development Tax-Operating	3,745,900
Local Housing Assistance	370,000
Economic Development	1,754,100
Utilities	2,067,595
CDBG	750,000
Road Improvement	15,826,824
Capital Projects	21,510,000
Jail Construction	2,200,000
Road Improvement Debt Service	745,750
Administration Building Debt Service	700,000

SECOND by Commissioner Phillips. The motion carried unanimously.

Final Budget Hearing Notice

The Final Budget Hearing for the Fiscal Year 2017-2018 Budget will be held on September 21, 2017 at the regular scheduled meeting.

Public Hearings

Moratorium on Cannabis Dispensing – Ordinance 2017-15

This ordinance is to repeal Ordinance 2016-31 and to lift the moratorium on Cannabis Dispensing Businesses.

The public hearing opened.

Citizen Louis Munoz offered comment.

The public hearing closed.

MOTION by Commissioner Nash to adopt Ordinance No. 2017-15. SECOND by Commissioner Phillips. The motion carried unanimously.

Abolish Animal Control Board – Ordinance 2017-16

This ordinance is to amend chapter 18 or the County Code of Ordinances to repeal article II and abolish the Animal Control Board and provide for the enforcement of animal control violations through the Special Magistrate.

The public hearing opened and closed without comment.

MOTION by Commissioner Murphy to adopt Ordinance No. 2017-16 amending Chapter 18. SECOND by Commissioner Phillips. The motion carried unanimously.

MOTION by Commissioner DePratter to strike Section 9 from the Ordinance. SECOND by Commissioner Nash. The motion carried unanimously.

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

Consent Agenda:

- ~~(1) 911 Addressing – Requesting Approval of Private Road Name – NW Dicks Lake Court – District 1~~
- (2) 911 Communications Center - Request to Apply for Fall 2017 Rural E-911 Grant for Exacom Recorder Maintenance & Support

- (3) BCC Administration - Suwannee River Economic Council (SHIP) - Release of Lien Agreement - Michael and Jill Childs
- (4) BCC Administration - Suwannee River Economic Council (SHIP) - Release of Lien Agreement - Thyron & Lateri Taylor
- (5) BCC Administration - Requesting Approval of the Columbia County SHIP Annual Report for Fiscal Years 2014-2015 (close out year), 2015-2016 (interim year 1) and 2016-2017 (interim year 2)
- (6) BCC Administration - Requesting Approval of Contract between Columbia County/State of Florida Department of Health for Operations of the Columbia County Health Department – FY 2017-2018
- (7) BCC Administration - Requesting Approval of Agreement - Columbia County/North Central Florida Regional Planning Council - Local Government Comprehensive Planning Services - FY 2018
- (8) BCC Administration - Requesting Approval of Agreement - Columbia County/North Central Florida Regional Planning Council - Annual Monitoring of Hazardous Waste Generators – FY 2018
- (9) BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Regular Meeting - August 3, 2017
- (10) BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Special Meeting/Budget Workshop - August 17, 2017
- (11) BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Regular Meeting - August 17, 2017
- (12) BCC Administration- Requesting Approval for Florida Power and Light Company – Easement to Montgomery Building
- (13) BCC Administration - Requesting Approval of the Preliminary Estimate of the Permanent Population of Columbia County as of April 1, 2017
- (14) Building and Zoning - Requesting Approval for Special Family Lot Permit (SFLP 17-41) - Jeffrey Scott Thomas, Son - Michael and Catherine Thomas, Property Owners
- (15) Fire Department - Requesting Approval of 50/50 Grant to Purchase Equipment - Two New Brush Trucks - \$4,971
- (16) Maintenance - Contract Renewal for Otis Elevator Company - \$10,560

- (17) Maintenance - Contract Renewal for Jacksonville Sound for Fire Alarm Monitoring - Courthouse, Annex, Emergency Operations Center and Columbia County Detention Center - \$4,120
- (18) Maintenance - Contract Renewal with Premier Water for Courthouse and Columbia County Detention Center - \$7,176
- (19) Maintenance - Requesting Approval for One Year Contract Renewal for Johnson Controls - \$50,388
- (20) Library - Distribute Donated Funds to the Appropriate Lines in the Library's Budget - BA 17- 67 - \$350
- (21) Library - Requesting Approval to Submit Letter Requesting \$5,000 in Grant Funds – Dorothy Louise Kyler Foundation - Purchase Children's Materials
- (22) Library - Requesting Permission for the Libraries to Close on November 11, Veterans Day Holiday, In Addition to the County Holiday of November 10
- (23) Public Works - Utility Permit - AT&T - SW Gables Glen
- (24) Public Works - Utility Permit - AT&T - County Road 242
- (25) Public Works - Utility Permit - AT&T - Giles Martin Avenue
- (26) Public Works - Utility Permit - Comcast - NW Spring Hollow Boulevard
- (27) Public Works - Utility Permit - Comcast - SW Marvin Burnett Road
- (28) Public Works - Utility Permit - Comcast - SW Deanna Terrace
- (29) Public Works - Utility Permit - Comcast - SW Sisters Welcome Road
- (30) Public Works - Requesting Approval of Resolution 2017R-42 - Town of Fort White FDOT SCOP Project - BA 17-68 - \$351,678
- (31) Public Works - Requesting Approval to Perform Work on Private Property - Clint Dicks, Property Owner - 609 SW Deanna Street - Metal Hit the House and Damaged the Trim and Siding - \$90
- (32) Public Works - Requesting Approval to Enter Private Property - David & Debra Scott, Property Owner - 246 Crocket Way - Drainage Repair
- (33) Public Works - Requesting Approval to Enter Private Property - Lola Monroe, Property Owner - 3056 Washington Street - Repair Driveway Washout Caused by Runoff from County Road

- (34) Sheriff's Office - Request to Allocate Revenue in the Special Law Enforcement Trust Fund - Annual Harmony In The Streets Youth Camps - BA 17-65 - \$14,000
- (35) Solid Waste - Requesting Approval for Mosquito Control Budget Amendment - BA 17-66 - \$18,393

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

Discussion and Action Items:

Economic Development Business Incentive Guideline

Economic Development Director Hunter presented the Board with the new Business Incentive Guideline that is to be used as a basis for determining what financial incentives new and expanding industry and new retail development qualify to receive.

Citizens Louis Munoz and Stewart Lilker offered comment.

Discussion ensued.

RFP 2017-S Architectural Services for Jail Project

The Evaluation Committee met and ranked the firms for RFP 2017-S for architectural design for a new jail. The committee recommended approval to begin negotiations with the number one ranked firm, Dewberry Architects, Inc.

Discussion ensued.

Citizen Nader Vakili offered comment.

MOTION by Commissioner Murphy to accept the rankings. SECOND by Commissioner Nash. The motion carried unanimously.

Southside Recreation Improvements

Staff is recommending the following capital improvements to be funded from the approximately \$600,000 in the Southside Recreation Reserve:

Batting Cages	\$23,000
Privacy Fence Slats	35,000
Protective Netting	21,000
Soft Surface on Playground	50,000
Coach's Building Repairs	45,000
RC Track Pavilion	40,000
RC Track Restroom	<u>70,000</u>

Total \$284,000

Discussion ensued.

MOTION by Commissioner Murphy to approve. SECOND by Commissioner Phillips. The motion carried unanimously.

Resolution 2017R-45- Declaration of State of Emergency

Hurricane Irma will affect the entire State of Florida. A declaration of a state of emergency is necessary to allow staff to quickly respond to the storm.

MOTION by Commissioner Murphy to approve Resolution 2017R-45. SECOND by Commissioner Phillips. The motion carried unanimously.

Property Acquisition Guidelines Review

CM Scott reviewed the Property Acquisition guidelines.

Discussion ensued.

Citizens Louis Munoz and Nador Vakili offered comment.

MOTION by Commissioner Nash to cease all negotiations and start following this policy. SECOND by Commissioner DePratter. The motion carried unanimously.

Herlong Road Project

County Attorney Foreman presented the Board with a settlement agreement with David Mann on Herlong Road parcels 68, 68A and 69 of \$130,000.

Citizen Stephen Dicks offered comment.

Discussion ensued.

MOTION by Commissioner Phillips to counter \$100,000 with a five day deadline, we will put the S curve in the road. SECOND by Commissioner Nash.

Discussion ensued.

AMENDED MOTION by Commissioner Phillips to offer seven days to accept the \$100,000 and do away with the \$130,000. SECOND by Commissioner Nash.

Discussion ensued.

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

Discussion ensued.

MOTION by Commissioner DePratter that is we acquire the Mann property we move forward with the road. SECOND by Commissioner Nash.

Discussion ensued.

Commissioners DePratter and Nash withdrew their motion.

MOTION by Commissioner Nash to offer Mr. Farnell two times the appraised value plus the fence with the same seven day deadline. SECOND by Commissioner Phillips.

Discussion ensued.

Commissioners Nash and Phillips withdrew their motion.

MOTION by Commissioner Nash to contact Mr. Farnell the seventh day after the Mann deadline. If Mr. Mann doesn't accept his offer then we don't negotiate with Mr. Farnell. SECOND by Commissioner Phillips. The motion carried unanimously.

Staff Comments:

ACM Kirby gave an update on Hurricane Irma.

Open Public Comments and/or Questions:

Members of the public addressed the Board with their comments and/or questions regarding the following items:

Barbara Lemley on the Olustee Festival, the sales tax and the Lake Shore Hospital Authority.

Louis Munoz on the Herlong Road Project and recycling.

Lucy Smith on Tunsil Lane.

Commissioner Comments:

Commissioners Nash and DePratter offered comment on the land policy.

Commissioner Murphy announced that he will be absent from the September 21 meeting.

Adjournment

There being no further business, the meeting adjourned at 9:00 p.m.

ATTEST:

Ronald Williams, Chairman
Board of County Commissioners

P. DeWitt Cason
Clerk of Circuit Court



3

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: September 27, 2017

Meeting Date: October 5, 2017

Name: Penny Stanley

Department: BCC Administration

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Special Meeting - September 14, 2017

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item

Columbia County
Board of County Commissioners

Minutes of
September 14, 2017

The Columbia County Board of County Commissioners met in a special meeting at the Columbia County Combined Communications Center at 10:30 a.m.

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
EOC Director Shane Morgan
Deputy Clerk Katrina Vercher

Discussion and Action Items:

Hurricane Irma – Extending State of Emergency

CM Scott read Resolution 2017R-46 extending the local state of emergency into the minutes.

MOTION by Commissioner DePratter to adopt 2017R-46. SECOND by Commissioner Phillips. The motion carried unanimously.

EOC Director Shane Morgan gave a status briefing on the flooding in the County.

ACM Kirby gave an update on debris cleanup and roads under water.

Deanne Owens with the Red Cross gave an update on shelters in the County.

Adjournment

There being no further business, the meeting adjourned at 11:30 a.m.

ATTEST:

Ronald Williams, Chairman
Board of County Commissioners

P. DeWitt Cason
Clerk of Circuit Court



4

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: September 29, 2017

Meeting Date: October 5, 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 - Final Budget Meeting - September 21, 2017

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

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Board of County Commissioners

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September 21, 2017

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Commissioners in Attendance: Chairman Ronald Williams, Rusty DePratter, and Everett Phillips.

Commissioners Absent: Tim Murphy and Bucky Nash

Others in Attendance: County Manager Ben Scott ("CM")
Assistant County Manager Scott Ward ("ACM")
Assistant County Manager Kevin Kirby ("ACM")
County Attorney Joel Foreman
Deputy Clerk Katrina Vercher
Clerk Finance Director Chad Crews

Agenda Additions/Deletions

Additions:

- Request to set adoption hearing for Internet Café Moratorium
- Herlong Road Project – Farnell Acquisition
- Resolution 2017R-48
- Cross Country Track Meet
- Lease Agreement (former consent item #2)

Deletions:

- Century Ambulance Request

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

Ministerial Matters:

Risk Manager David Kraus introduced the new General Manager for the Lake City Animal Shelter, Tom Barrett. Mr. Barrett briefly addressed the board.

Building and Zoning Hearings:

Land Development Regulations ("LDR") Amendment

Z 0576 --To amend the text of the Official Zoning Atlas of the LDR, by amending the zoning district from rural residential to residential, single family for a portion of parcel number 02973-000. [Ordinance No. 2017-14]

The public hearing opened and closed without comment.

MOTION by Commissioner DePratter to approve Z 0576, Ordinance No. 2017-14. SECOND by Commissioner Phillips. The motion carried unanimously.

Final Budget Public Hearing

CM Scott presented the Fiscal Year 2017-2018 Budget. A copy of the Final Budget is attached to the original minutes.

Resolution No. 2017R-43 Final Millage Rate

CM Scott read Resolution No. 2016R-34. A Resolution adopting the final levying of Ad Valorem Taxes for Columbia County for the Fiscal Year 2017-2018, setting the final millage rate for Columbia County Board of County Commissioners at 8.015 mills for the 2017-2018 fiscal year, which is more than the rolled back rate of 7.9504 mills by .81%.

The public hearing opened.

Citizen Sandra Buck-Camp inquired about raises for County employees.

The public hearing closed.

MOTION by Commissioner DePratter to adopt Resolution No. 2017R-43, setting the final millage Rate for Columbia County Board of County Commissioners at 8.015 mills for the 2017-2018 fiscal year, which is more than the rolled back rate of 7.9504 mills by .81%. SECOND by Commissioner Phillips. The motion carried unanimously.

Resolution No. 2017R-44 Fiscal Year 2017-2018 Final Budget

CM Scott read Resolution No. 2017R-44. A Resolution adopting the Final Budget for Fiscal Year 2017-2018. The total appropriation and revenue estimates for the budget is \$147,160,534.

The public hearing opened.

Citizen Barbara Lemley offered comment on Olustee Festival funding.

Citizen Ralph Kitchens offered comment on Suwannee Valley Transit.

Citizen Stewart Lilker offered comment on the Bed Tax and Olustee Festival funding.

The public hearing closed.

MOTION by Commissioner Phillips to adopt Resolution No. 2017R-44, adopting the Final Budget for the Columbia County Board of County Commissioners for the 2017-2018 fiscal year in the amount of \$147,160,534. SECOND by Commissioner DePratter. The motion carried unanimously.

Public Comment on Consent Agenda:

There was no public comment offered.

CM Scott requested a correction to item # 6, description says pay grade 115, it should be 118.

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

Consent Agenda:

- (1) BCC Administration - Requesting Approval of License Agreement with Three Rivers Estate Property Owners Inc.
- (2) Columbia County Fire/Rescue - Amend Building Lease Agreement Between Century Ambulance and Columbia County
- (3) County Attorney - Requesting Approval - Declaration of Restrictive Covenant and Access Easement Agreement - County Landfill
- (4) Library - Requesting Approval of the Library's Annual Plan of Service - A Requirement for the State Aid to Libraries Grant Application
- (5) Human Resources - Requesting Approval of Two (2) Position Descriptions – Columbia County Fire Department - Fleet Maintenance Supervisor and Division Chief/Inspections/PIO
- (6) Public Works - Requesting Approval of Equipment Operator IV Position
- (7) Public Works - Utility Permit - AT&T - Mandiba Drive
- (8) Public Works - Utility Permit - Comcast - SW Maudlin Avenue
- (9) Public Works - Utility Permit - Comcast - NE Granger Mill Avenue
- (10) Public Works - Utility Permit - Comcast - NE Washington Street

- (11) Public Works - Utility Permit - Comcast - SE Golf Club Avenue
- (12) Public Works - Utility Permit - Comcast - SE Montrose Avenue
- (13) Public Works - Utility Permit - Florida Power & Light - NW Pillsbury Drive, NW Honeysuckle Way, and NW Bronco Terrace
- (14) Public Works - Utility Permit - Windstream Florida, LLC -SW Plymouth Avenue

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

Discussion and Action Items:

Century Ambulance Building Leases (former consent item #2)

Century Ambulance will be moving from the fire station in Fort White to the station on CR 18. The lease agreement between Columbia County, Florida and Century Ambulance Service must be amended to remove the rent on the building in Fort White and reflect the rent on the building on CR 18. Staff suggested the new rent be \$400. The Board requested that be changed to \$600 in rent on the new location.

Discussion ensued.

MOTION by Commissioner DePratter to approve the requested change.
SECOND by Commissioner Phillips.

Public comment:

Citizen Stewart Lilker offered comment on public comment of agenda items, meeting rules and the rent on the new location.

Citizen Sandra Buck-Camp offered comment on the rent and Century's fees.

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

Additional Inmate Squad

CM Scott presented the Board an agreement with the Department of Corrections ("DOC") to provide the County an additional inmate work crew. The crew will be supervised by a DOC trained County employee and therefore will be no cost to the County.

MOTION by Commissioner DePratter to approve inmate labor agreement between Columbia County and Columbia Correctional Institution. SECOND by Commissioner Phillips. The motion carried unanimously.

RFQ 2017-Y – County Acquisition Agent

CM Scott presented the Board with an RFQ for a County Acquisition Agent and recommended approval.

Discussion ensued.

The Board requested the word “team” on page seven (7) be changed to “firm”.

MOTION by Commissioner DePratter to approve the RFQ with the above mentioned change. SECOND by Commissioner Phillips. The motion carried unanimously.

Cross Country Track Event

There is a cross country track event scheduled for September 30, 2017, at Alligator Park. The park is currently under water due to Hurricane Irma. Brad Dicks, has offered to hold the event at The Oaks but has requested help with preparing the grounds. Staff is recommending County Staff to mow the property.

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

Herlong Road Project Alignment

The Board made a motion on September 7, 2017, to reconsider the alignment of Herlong Road back to the original design should Mr. Mann accept the Board’s offer. Mr. Mann accepted the offer.

Discussion ensued.

MOTION by Commissioner Phillips to go back to the original S curves and do away with the 90’s. SECOND by Commissioner DePratter. The motion carried unanimously.

Internet Café Moratorium

County Attorney Forman presented the Board with the requested ordinance enacting a temporary moratorium to prohibit the filing, acceptance or processing of any permit, development order or any other official action having the effect of allowing the construction or operation of any internet gaming/gambling business within Columbia County and requested permission to set a public hearing on October 5, 2017, at the regular scheduled meeting.

Discussion ensued.

MOTION by Commissioner DePratter to approve setting adoption hearing on October 5, 2017. SECOND by Commissioner Phillips. The motion carried unanimously.

Herlong Road Project - Farnell Acquisition

County Attorney Foreman presented the Board a counter offer from Mr. Farnell's attorney. The Board had approved an offer of \$44,500 for the purchase of both parcels. Mr. Farnell's attorney has offered to accept the offer with an additional \$5,000 for attorney's fees and that the County relocate the fencing on the Farnell property.

Public comment:

Citizens Sandra Buck-Camp, Barbara Lemley and Stewart Lilker asked questions and/or offered comment on the offer.

Discussion ensued.

MOTION by Commissioner Phillips to approve the offer. SECOND by Commissioner DePratter.

Discussion ensued.

The Chairman called for the vote. The motion carried 2 to 1 with Commissioner DePratter voting in opposition.

MOTION by Commissioner DePratter to tack on to Mr. Mann's check the same amount we are over the offer to Mr. Farnell which would be \$5,000 plus the cost of the fence.

Discussion ensued. Mr. Foreman will research the legality of doing this.

SECOND by Commissioner Phillips. The motion carried 2 to 1 with Commissioner Williams voting in opposition.

State of Emergency Extension – Resolution 2017R-48

Declarations of a State of Emergency are only good for 7 days, to extend the time a new resolution is necessary.

MOTION by Commissioner DePratter to approve resolution 2017R-48. SECOND by Commissioner Phillips. The motion carried unanimously.

State of Emergency Repairs

When the County is in a State of Emergency there are a different set of rules about repair of damage caused by the storm on private property. Using the attached PowerPoint, Mr. Foreman outlined the requirements for authorizing repair of any damage and requested approval of the repair on Corwin Glen.

Public comment:

Citizen Willie Saulsby offered comment on private roads.

Discussion ensued.

MOTION by Commissioner Phillips to authorize repairs. SECOND by Commissioner DePratter. The motion carried unanimously.

Open Public Comments:

Citizen Laura Hook addressed the Board on behalf of several property owners in the area around Upchurch Road concerning flooding. CM Scott responded. The Board requested that this issue be placed on the agenda for discussion.

Citizen Barbara Lemley offered comment on animal control and a licensing fee for all pets.

Citizen Sandra Smith spoke about Hurricane Irma and offered comment on shelters in Columbia County.

Citizen Stewart Lilker offered comment on the Constitution and items being put on a meeting agenda.

Commissioner Comments:

Commissioner Williams requested a workshop be scheduled to discuss the proposed sales tax increase.

Commissioner DePratter asked staff to compile a list of all private roads for further discussion.

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



5

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: September 26, 2017

Meeting Date: October 5, 2017

Name: Chad Williams, County Engineer

Department: BCC Administration

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

BCC Administration - Requesting Approval of Sanitary Sewer Easement Agreement - Love's Travel Stops & Country Stores, Inc.

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item



10601 North Pennsylvania
P.O. Box 26210
Oklahoma City, OK 73126

RECEIVED

SEP 22 2017

Board of County Commissioners
Columbia County

September 18, 2017

Columbia County Florida
Attn: Chad Williams
PO Box 1529
Lake City, FL 32056

RE: Sanitary Sewer Easement Agreement – Ellisville, FL

Dear Chad,

Please see the signed Sanitary Sewer Easement Agreement for Love's Travel Stops & Country Stores, Inc.
at Ellisville, FL.

You may contact Rick Shuffield at 405-302-6646 or rick.shuffield@loves.com if you have questions.

Sincerely,

Michelle L. Wright
Administrative Assistant

Cc: Rick Shuffield

AFTER RECORDING RETURN TO:

Love's Travel Stops & Country Stores, Inc.
10601 N. Pennsylvania
Oklahoma City, Oklahoma 73120
Attention: Real Estate Coordinator

(This space reserved for recording information)

SANITARY SEWER EASEMENT AGREEMENT

(Ellisville, FL)

THIS SANITARY SEWER EASEMENT AGREEMENT (the "**Agreement**") is entered into on this ____ day of _____, 2017 (the "**Effective Date**," to be the date of last execution hereof), by and between **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.**, an Oklahoma corporation ("**Grantor**"), having an address of 10601 N. Pennsylvania Ave., Oklahoma City, Oklahoma 73120, Attention: Real Estate Coordinator, and the **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, having an address of P.O. Box 1529, Lake City, Florida 32056-1529, Attention: County Engineer.

RECITALS

- A.** Grantor is the owner of certain real property located in Columbia County, Florida described in Exhibit A (the "**Property**"), upon which it intends to develop a Love's Travel Stop facility; and
- B.** Grantee desires to construct and install sewer improvements (the "**Sewer Line**") to service the Property within a particular portion thereof, as such portion is described in Exhibit B and generally depicted on Exhibit C (the "**Easement Tract**"), and Grantor desires to permit the same, all under the terms and conditions hereof.

NOW THEREFORE, in consideration of the terms and conditions hereof and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. GRANT OF EASEMENT.** Grantor hereby grants to Grantee a non-exclusive, perpetual easement (the "**Easement**") over, under, upon and across the Easement Tract solely for purposes of constructing, laying, maintaining, operating, repairing and removing, from time to time, the Sewer Line, together with the right of ingress and egress to and from the Sewer Line over, upon and across the remainder of the Property, subject to all restrictions, easements, and other encumbrances of record or that which could be discovered by a survey of the Property.
- 2. RESERVATION OF RIGHTS.** Notwithstanding the grant of Easement and rights to Grantee hereunder, Grantor expressly reserves the right to use the Easement Tract in any manner which does not materially interfere with Grantee's exercise of its rights hereunder.
- 3. MANNER OF PERFORMANCE; COMPLIANCE WITH LAWS.** Grantee, in the exercise of its rights hereunder, shall (i) act in a manner so as not to unreasonably interfere with the operation and enjoyment by Grantor of its business on the Property; (ii) not materially impair access to or from the Property by heavy transport trucks and/or passenger vehicles; and (iii) comply with all applicable laws, regulations and ordinances. Following any exercise of Grantee's rights hereunder, Grantee (at its expense) shall repair, replace and restore the Easement Tract (and any other part of the Property, as the case may be) to its original condition, including, but not limited to, the restoration of damage caused to landscaping improvements, sprinkler systems, signage, paving and curbing improvements. In addition,

Grantee agrees to pay for damages to any personal property or improvements arising out of or in relation to the exercise of Grantee's rights hereunder. Grantee acknowledges and understands that Grantor intends to construct and install paving and curbing improvements within the Easement Tract (in addition to signage and landscaping) for the purposes of providing a primary means of vehicular traffic for heavy-duty transport trucks and passenger vehicles between State Road No. 25 / U.S. Highways No. 41 and 441 and the Property, and will design, construct and install the Sewer Line so as to withstand significant and heavy traffic over and upon the Easement Tract.

4. **INDEMNITY.** To the extent permitted by law, Grantee shall defend, indemnify and hold Grantor and its affiliates and their respective employees, agents, tenants at the Property, assignees, customers and invitees (the "Grantor Parties"), harmless from all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees) ("Claims") resulting from the exercise of Grantee's rights hereunder or otherwise arising in relation to this Agreement; provided that, the foregoing indemnity shall not apply to the extent Claims result from the gross negligence or willful misconduct of any of the Grantor Parties.

5. **NOTICE.** All notices or other communication herein required or permitted shall be in writing and given by personal delivery or sent by (i) registered or certified mail return receipt requested, postage prepaid, or (ii) nationally recognized overnight courier service, addressed as first set forth above (unless written notice of change thereof is provided). Notice shall be deemed received on the earlier of (a) actual receipt, (b) three (3) business days after deposit in the U.S. Mail, or (c) the first business day after deposit with an overnight courier, upon receipt of proof of transmission. Any notice or communication not received because of a change of address, without notice to the other party thereof, or refusal to accept delivery, shall be deemed received, notwithstanding the same, as set forth above.

6. **MISCELLANEOUS.** This Agreement embodies the entire understanding of the parties with respect to the Easement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement and the terms and provisions hereof shall be deemed covenants running with the land for all purposes and may be amended or modified only by an instrument in recordable form, executed by all parties hereto. Nothing contained in this Agreement shall be deemed to create a gift or be deemed a dedication of any portion of the Property to the general public. If either party commences a legal action or proceeding against the other party to enforce its rights hereunder, the prevailing party in such action or proceeding shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such thereto. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument.

[EXECUTION PAGE(S) AND EXHIBITS TO FOLLOW]

EXECUTED BY THE PARTIES to be effective as of the Effective Date.

GRANTOR:

LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.,
An Oklahoma Corporation

By: [Signature]
Name: Doug Struss
Title: VP & CFO

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) SS.

The foregoing instrument was acknowledged before me this 7 day of September, 2017, by Doug Struss, as VP & CFO of LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

My Commission Expires: 08/04/2018



Lindsay N. Piatt
Notary Public; Commission No. 10001252

GRANTEE:

COLUMBIA COUNTY, FLORIDA,
A Political Subdivision of the State of Florida

Ronald Williams, Chairman

Approved as to form:

Joel Foreman, County Attorney

ATTEST: _____
P. DeWitt Cason, Clerk

EXHIBIT A

Legal Description of Property

PARCEL 1:

COMMENCE at the Northeast corner of Section 3, Township 6 South, Range 17 East, Columbia County, Florida and run South 88°15'56" West along the North line of Section 3 a distance of 1337.0 feet to a point on the centerline of State Road 25 (U.S. Highway No. 41 and 441); thence South 01°33'04" East along the centerline of said Highway 638.89 feet; thence South 88°26'56" West 111.50 feet to a point on the Westerly right-of-way line of said State Road No. 25 and the POINT OF BEGINNING; thence South 88°26'58" West 200.00 feet; thence South 01°33'04" East 147.87 feet; thence South 89°03'59" West 80.00 feet; thence South 01°33'04" East 80.00 feet to a point on the limited access right-of-way line, State Road No. 93 (Interstate Highway No. 75); thence South 89°03'59" West still along said right-of-way line 55.62 feet to the point of curve concave to the right and having a radius of 976.74 feet and a central angle of 16°51'50"; thence along the arc of said curve still along said right-of-way line a distance of 287.48 feet, said arc having a chord bearing of North 82°30'29" West and a chord distance of 286.45 feet; thence North 01°33'04" West 630.85 feet; thence North 88°28'56" East 630.00 feet to a point on the Westerly right-of-way line of said State Road No. 25; thence South 1°33'04" East along said Westerly right-of-way line 325.68 feet; thence South 3°45'25" West still along said right-of-way line 124.32 feet to the POINT OF BEGINNING.

AND

PARCEL 2:

ALSO COMMENCE at the Northeast corner of Section 3, Township 6 South, Range 17 East, Columbia County, Florida and run South 88°15'56" West along the North line of Section 3 a distance of 1337.0 feet to a point on the centerline of State Road No. 25 (U.S. Highway No. 41 and 441); thence South 01°33'04" East along the centerline said Highway 638.89 feet; thence South 88°26'56" West 111.50 feet to a point on the Westerly right-of-way line of said State Road No. 25; thence South 88°26'58" West 200.00 feet; thence South 01°33'04" East 147.87 feet to the POINT OF BEGINNING; thence continue South 1°33'04" East 80.00 feet to a point on the limited access right-of-way line, State Road No. 93 (Interstate Highway No. 75); thence South 89°03'59" West 80.00 feet; thence North 01°33'04" West 80.00 feet; thence North 89°03'59" East 80.00 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE at the Northeast corner of Section 3, Township 6 South, Range 17 East, Columbia County, Florida and run South 88°15'56" West along the North line of said Section 3 a distance of 1337.0 feet to a point on the centerline of State Road No. 25 (U.S. Highway No. 41 & 441); thence South 01°33'04" East along said centerline 418.58 feet; thence South 88°31'19" West 100.11 feet to a point on the Westerly Right-of-Way line of State Road No. 25 (U.S. Highway No. 41 & 441); thence continue South 88°31'19" West 15.00 feet; thence North 01°36'53" West 214.17 feet; thence South 88°24'39" West 488.81 feet; thence South 01°35'21" East 57.32 feet to the POINT OF BEGINNING; thence North 88°21'56" East 50.00 feet; thence South 01°38'04" East 100.00 feet; thence South 88°21'56" West 100.00 feet; thence North 01°38'04" West 100.00 feet; thence North 88°21'56" East 50.00 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

COMMENCE at the Northeast corner of Section 3, Township 6 South, Range 17 East, Columbia County, Florida and run South 88°15'56" West along the North line of Section 3 a distance of 1337.0 feet to a point on the centerline of State Road 25 (U.S.-41/441); thence South 01°33'04" East along said centerline of State Road 25 (U.S.-41/441) a distance of 638.89 feet; thence South 88°26'56" West a distance of 111.50 feet; thence South 88°18'58" West a distance of 199.80 feet to the POINT OF BEGINNING; thence South 01°33'16" East a distance of 226.57 feet to a point on the North Limited Access Right-of-Way line of Interstate Highway No. 75 (SR-93); thence South 88°33'19" West along said North Limited Access Right-of-Way line of Interstate Highway No. 75

(SR-93) a distance of 30.00 feet; thence North 01°33'16" West a distance of 30.10 feet; thence South 88°33'19" West a distance of 10.00 feet; thence North 01°33'16" West a distance of 196.30 feet; thence North 88°18'58" East a distance of 40.00 feet to the POINT OF BEGINNING.

AND

PARCEL 3:

The certain parcel of land lying in Section 3, Township 6 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the NW ¼ of the NE ¼, of said Section and run thence S 88°49'20" W, along the North line of said section, 106.25 feet to the Westerly right-of-way line of State Road No. 25 (U.S. Highway 41), and to the POINT OF BEGINNING, and run thence S 1°33'04" E, along said Westerly right-of-way line 191.30 feet, thence S 88°26'56" W, 630.00 feet, thence S 1°33'04" E, 630.84 feet to the Northeasterly right-of-way line of Interstate Road No. 75; thence Northwesterly along said Northeasterly right-of-way line 766 feet more or less to the point of intersection of said Northeasterly right-of-way line with the West line of the NW ¼ of NE ¼ of said Section, thence N 0°3'48" W, along said West line, 329.26 feet, to the Northwest corner of said NW ¼ of NE ¼, thence N 88°49'20" E, 1225.41 feet to the POINT OF BEGINNING.

EXHIBIT B

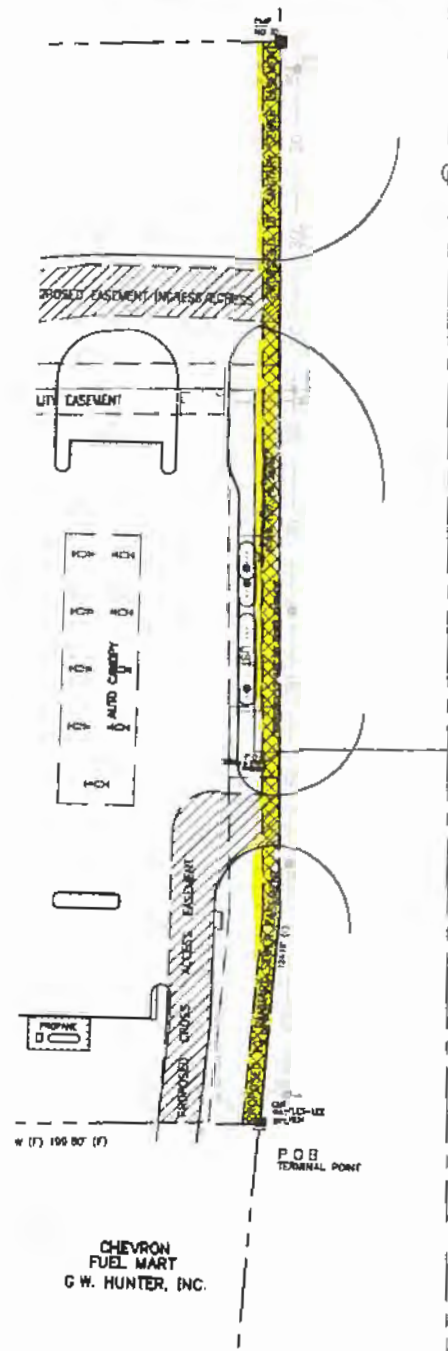
Legal Description of Easement Tract

An easement, for utility purposes, being 10 feet in width, lying 10 feet West of and adjacent to the following described line:

COMMENCE at the Northeast corner of Section 3, Township 6 South, Range 17 East, Columbia County, Florida and run South 87°44'57" West along the North line of Section 3 a distance of 1337.0 feet to a point on the centerline of State Road 25 (U.S. Highway No. 41 and 441); thence continue South 87°44'57" West along said North line of Section 3 a distance of 100.91 feet to a point on the Westerly right-of-way line of said State Road No. 25 and the POINT OF BEGINNING; thence South 01°40'02" East along said Westerly right-of-way line of said State Road No. 25 a distance of 517.20 feet; thence South 03°49'51" West still along said Westerly right-of-way line of said State Road No. 25 a distance of 124.19 feet to the TERMINAL POINT of herein described line and easement.

EXHIBIT C

Depiction of Easement Tract





6

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: September 26, 2017

Meeting Date: October 5, 2017

Name: Scott Ward

Department: BCC Administration

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

Memorandum of Understanding - Prolific Juvenile Offenders - Florida Department of Juvenile Justice, Columbia County Sheriff's Office, and the Columbia County Combined Communications Center

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item


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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

M E M O R A N D U M

TO: Board of County Commissioners

FR: Scott Ward, Assistant County Manager - Administration 

DATE: September 26, 2017

RE: Memorandum of Understanding among Florida Department Juvenile Justice, Columbia County Sheriff's Office, and the Columbia County Combined Communications Center

The purpose of this MOU is to establish guidelines and standards for responding to the statewide problem Prolific Juvenile Offenders as required by HB 7059 thereby responding actively to electronic monitoring alerts for DJJ PJO youth on the Department's electronic monitoring equipment.

The following MOU has been reviewed and agreed to upon by DJJ Chief Probation Officer, Tom Witt, and CCSO Sheriff, Mark Hunter.

XC: Outgoing Correspondence

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
The Florida Department of Juvenile Justice
AND
Columbia County Sheriff's Office
Columbia County Combined Communications Center

This Memorandum of Understanding (MOU) is between the Florida Department of Juvenile Justice ("DJJ"), the Columbia County Sheriff's Office and the Columbia County Combined Communications Center. This MOU is in effect from October 1, 2017 through September 30, 2019.

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

I. PURPOSE:

The purpose of this MOU is to establish guidelines and standards for responding to the statewide problem of Prolific Juvenile Offenders as required by HB 7059 thereby responding actively to electronic monitoring alerts for DJJ PJO youth on the Department's electronic monitoring equipment.

II. TERMS:

The Columbia County Sheriff's Office and the Columbia County Combined Communications Center shall agree to the following:

- The Columbia County Combined Communications Dispatcher will receive electronic monitoring violation alerts and forward this information to the appropriate Deputy that will respond.
- The Columbia County Sheriff's Deputy will respond to the electronic monitoring alert and determine if a violation of Home Detention has occurred and if an arrest of the youth is required. If arrest is made the youth will be transported to the Columbia County Detention Facility and the Gainesville JAC will be notified for pickup.
- When the Columbia County Sheriff's Deputy responds to a PJO youth for violation of Home Detention, this information will be available upon request to the local DJJ Office on the next business day.

DJJ Shall Agree to the Following:

- DJJ will identify PJO Youth and provide this list to the Columbia County Combined Communications Center, along with the youth's Home Detention Order.
- DJJ will provide the Electronic Monitoring device and equipment.
- DJJ will provide to the Columbia County Combined Communications Center access to the Electronic Monitoring system and any training necessary to utilize

this system.

- DJJ will provide pick up and transportation of the arrested PJO within the statutory guidelines.

III. INDEMNIFICATION:

The Columbia County Sheriff's Office does hereby agree to indemnify and hold harmless DJJ to the extent and within the limitations of Section 768.28 Florida Statutes. However, nothing herein shall be deemed to indemnify DJJ from any liability or claim arising out of the negligent performance or failure of performance of DJJ or any unrelated third party. Further, DJJ shall not hold the Columbia County Sheriff's Office liable beyond the limitations of Section 768.28 Florida Statutes for any reason arising out of or relating to this agreement.

IV. TERM OF AGREEMENT:

This MOU shall be effective upon execution by DJJ, the Columbia County Sheriff's Office and the Columbia County Combined Communications Center. This MOU shall remain in effect for a period of two (2) years at which point a review shall be performed by the DJJ, the Combined Communications Center and the Columbia County Sheriff's Office to ensure the terms and conditions of the MOU are still required. This MOU can be renewed up to a period of three (3) additional years. This MOU can be modified upon mutual agreement of all parties at any time pursuant to paragraph VI MODIFICATIONS.

This MOU may be terminated unilaterally by either party providing the terminating party serves the other party with written notice of an intention to terminate this MOU no less than ninety (90) days from the date such notice is sent.

Notice to the Columbia County Sheriff's Office should be sent by certified mail to:

Sheriff Mark Hunter
Columbia County Sheriff's Office
4917 US Hwy., 90 East
Lake City, FL 32055-6288

Notice to the Columbia County Combined Communications Center should be sent by certified mail to:

Tom Brazil, Director
Columbia County Combined Communications Center
263 NW Lake City Ave
Lake City, FL 32055

Notice to DJJ should be sent by certified mail to:

Tom Witt, Chief Probation Officer
Department of Juvenile Justice
690 East Duval St.
Lake City, FL 32055

V. MOU GUIDELINES:

This MOU is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this MOU shall be as provided by Florida law.

VI. MODIFICATIONS:

Any alterations, variations, modifications, extensions or waivers of provisions of this shall only be valid when they have been reduced to writing, duly approved and signed by all parties and attached to the original of this MOU.

VII. COUNTERPARTS:

This MOU is signed in three (3) counterparts, and each counterpart shall constitute an original of this MOU.

VIII. HEADINGS, USE OF SINGULAR AND GENDER:

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this MOU. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

IX. REVIEW OF THIS AGREEMENT:

Each party hereto represents and warrants that they have consulted with their own attorney concerning and participated in the drafting of each of the terms contained in this MOU. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this MOU. It shall be conclusively presumed that each party participated in the preparation and drafting of this MOU.

X. TOTALITY OF MOU/SEVERABILITY OF PROVISIONS:

This MOU contains all the terms and conditions agreed upon by the parties.

No other Agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or bind any of the parties hereto. If any provision of this MOU is held invalid or void, the remainder of this MOU shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective and duly authorized officers as of the day and year written below.

Florida Department of Juvenile Justice

By: Tom Wiff
Signature
Chief Probation Officer
Title
9/26/17
Date

Columbia County Sheriff's Office

By: Mark Hunter
Signature
Sheriff
Title
9/26/17
Date

Columbia County Board of County Commissioners

By: _____
Signature

Title

Date



7

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: September 29, 2017

Meeting Date: October 5, 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 Adopt-A-Shore Program Agreement between Columbia County and Current Problems, Inc. - FY 2017-2018 - \$10,000

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item

**ADOPT-A-SHORE PROGRAM AGREEMENT BETWEEN:
COLUMBIA COUNTY and CURRENT PROBLEMS, INC.**

This Agreement, made and entered into this 1st day of October 2017, by and between Columbia County hereinafter referred to as the "County" and Current Problems, Inc., hereinafter referred to as "C.P."

W I T N E S S E T H

WHEREAS, Columbia County, in cooperation with the cities/towns within Columbia county, through the Solid Waste Management Department applied for and received a Litter and Marine Debris Prevention Grant from the Florida Solid Waste Management Trust Fund; and

WHEREAS, Columbia County, by approving the grant has sanctioned the use of \$10,000.00 to conduct an Adopt-A-Shore (AAS) program through C.P.;

NOW, THEREFORE, in consideration of the mutual covenant and conditions contained herein, the parties do mutually covenant and agree as follows:

(1) Allocation and Use of Grant Funds: The County agrees to make quarterly reimbursements to C.P. for a total sum of \$10,000 in grant funds received from FDEP and C.P. agrees to use the allocated funds to purchase containers, equipment, educational materials, other necessary hardware to conduct a shoreline cleanup program, and to compensate the local AAS coordinator for salary and travel expense in accordance with Part II, section 5 (option #1) of the Litter and Marine Debris Prevention Grant Agreement between the FDEP and the County. The purchases and program supervision will be conducted by the local AAS coordinator. Funds will be spent by September 30, 2018. Invoices shall be submitted to the County no later than September 30, 2018.

(2) Use of Equipment: Any and all equipment and educational materials purchased with the funds made available pursuant to this agreement will be used by C.P. to, in good faith, pursue the successful provision of a AAS program. C.P. shall be responsible for the care and maintenance of such equipment and shall protect such equipment as it would protect any items of public property. No equipment or materials purchased with funds made available pursuant to this agreement may be sublet without the prior, written approval of the County. If, in the opinion of the County, the equipment ever becomes idle, C.P. shall liquidate the equipment and shall return all such liquidated funds to the County whether or not the equipment has been subleased and without the necessity of any demand by the County for such funds.

(3) Payment of Funds: The County will pay \$10,000, in the form of quarterly reimbursements, to C.P. within 45 days after receipt of a request for payment with backup documentation

including copies of paid invoices. Such requests shall sufficiently document the appropriate expenditure of funds by C.P. Requests for payment shall be sent to:

Columbia County Board of County Commissioners
Attention: Ben Scott, County Manager
Post Office Drawer 1529
Lake City, Florida 32056-1529

With a copy to:

Columbia County Board of County Commissioners
County Public Works Department
Attention: Office of Waste Management
Post Office Drawer 1529
Lake City, Florida 32056-1529

Payments shall be made to:

Current Problems, Inc.
c/o Megan Black
Post Office Box 357098
Gainesville, Florida 32635-7098

If expenditures made by C.P. are disallowed by the State of Florida, any funds remitted to C.P. for said expenditure will be returned to the County.

(4) Reporting and Records: C.P. agrees to send quarterly reports to the County demonstrating the impact of the AAS program. Amount of debris removed, percent recycled, number of miles adopted, citizens participating, photo-metric index of specific problem areas, and amount of activity in County public schools shall be included in quarterly reports. Such reports will be forwarded without necessity of request by the County. Reports shall be submitted to:

Columbia County Board of County Commissioners
Attention: Ben Scott, County Manager
Post Office Drawer 1529
Lake City, Florida 32056-1529

(5) Notices: Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, or by personal delivery and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The County's and C.P.'s representative for notice purposes are:

COUNTY: Columbia County Board of County Commissioners
Attention: Ben Scott, County Manager
Post Office Drawer 1529
Lake City, Florida 32056-1529
386-758-1005

Current Problems, Inc.
AAS Coordinator
c/o Megan Black
PO Box 357098
Gainesville, Florida 32635-7098
352-215-7554

A copy of any notice to the County hereunder shall also be sent to :

P. DeWitt Cason - Clerk of the Circuit Court
Attention: Finance and Accounting
Post Office Drawer 1529
Lake City, Florida 32056-1529

(6) Term: This agreement shall commence on the date set forth above and shall, unless earlier terminated as provided herein, continue through September 30, 2018

(7) Termination: The County may terminate this agreement at any time upon failure of CP to comply with any of the provisions of this agreement.

(8) Recording: Upon execution of this agreement by all parties, the County will record a copy of this agreement in the public records of Columbia County, Florida.

END OF AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this agreement on the day and year above first written for the uses and expressed herein.

COLUMBIA COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

ATTEST:

P. DeWITT CASON
CLERK OF COURT
(SEAL)

CURRENT PROBLEMS, INC



MEGAN BLACK
EXECUTIVE DIRECTOR

ATTEST:

TOM WARD
TREASURER

APPROVED TO AS FORM

JOEL FOREMAN
COLUMBIA COUNTY ATTORNEY



8

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: September 29, 2017

Meeting Date: October 5, 2017

Name: Ben Scott

Department: BCC Administration

Division Manager's Signature: _____

Ben Scott

1. Nature and purpose of agenda item:

Medical Examiner Agreement with City of Jacksonville

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☐

N/A

☒

Yes Account No. 001-2131-527.30-38

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item

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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

M E M O R A N D U M

TO: Board of County Commissioners
FR: Ben Scott, County Manager *Ben Scott*
DATE: September 29, 2017
RE: City of Jacksonville Medical Examiner Agreement

Please find attached for your review and approval a three (3) year agreement with the City of Jacksonville to provide medical examiner services for Columbia County. This is a renewal of an existing contract. The County currently budgets \$240,000 annually for these services.

XC: Outgoing Correspondence

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

**COOPERATIVE AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
COLUMBIA COUNTY
FOR
MEDICAL EXAMINER SERVICES AND REIMBURSEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the **CITY OF JACKSONVILLE**, Duval County, Florida (hereinafter "Duval") and **COLUMBIA COUNTY** for Medical Examiner services and reimbursement.

RECITALS:

WHEREAS, pursuant to Chapter 406, Florida Statutes, the Medical Examiner for District IV also provides service to two counties of District III, Columbia County (hereinafter "Columbia") and Hamilton County; and

WHEREAS, the District Medical Examiner is to be compensated for her services by the two counties; and

WHEREAS, Duval has allocated the annual salary to be paid the District Medical Examiner for the full services rendered to both counties; and

WHEREAS, Columbia should reimburse Duval for the value of the Medical Examiner's services it receives; now therefore

IN CONSIDERATION of the mutual covenants herein contained and for other good and valuable consideration, the legal sufficiency of which is stipulated by the parties, it is agreed that:

1. The above-stated recitals are true and correct and by this reference are made a part hereof and are incorporated herein,

2. The term of this Agreement shall commence on October 1, 2017, and terminate on September 30, 2020; provided however, this Agreement may be terminated by either party without cause by giving the other party thirty (30) days' advance written notice. If this Agreement is so

terminated, Duval shall cease performance and provision of Medical Examiner services and shall be paid for all Medical Examiner services performed up to the date of the notice of termination.

3. Columbia shall pay to Duval, for the period October 1, 2017 until September 30, 2020 (unless as noted below), the fees approved by and set forth in Ordinance 2017-0370-E.

The fees set forth in Ordinance 2017-0370-E sufficiently cover Duval's costs at present; however, for the period of this Agreement, fees will be reviewed annually (by June 30, 2018, and by June 30, 2019, respectively) and should it be determined that fees do not sufficiently cover Duval's financial exposure, a notice of increase will be given to Columbia with an effective date of October 1, 2018, and/or October 1, 2019, thus giving Columbia ninety (90) days' notice of an increase in fees.

4. The fees set forth in Ordinance 2017-0370-E include court appearances and depositions arising from cases under the provisions of Chapter 406, Florida Statutes.

5. In the event that additional services are rendered by the District Medical Examiner during the term of this Agreement, such services shall be paid for by Columbia based on fees contained in Section 124.103, *Ordinance Code*, as that section may be amended from time to time.

6. Columbia shall remit the cost of services performed per case by the District Medical Examiner for Columbia on a monthly basis starting October 1, 2017, and based upon submission of a bill indicating the number of cases performed for Columbia County for each year in the three (3) year period of the Agreement terminating September 30, 2020.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the day and year first written above.

ATTEST:

COLUMBIA COUNTY

Signature

By _____
Signature

Type/Print Name

Type/Print Name

Title

Title

Form Approved:

Columbia County Attorney

ATTEST:

CITY OF JACKSONVILLE
a municipal corporation

James R. McCain, Jr.
Corporation Secretary

Lenny Curry
Mayor

Form Approved:

Assistant General Counsel

STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the County than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or agreement providing construction, labor materials, professional services, and/or equipment to the County thereunder; the term "County" means Columbia County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the contract or agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment, and the like constructed, delivered, or installed under the contract or agreement (the "Work") shall be made by the County in accordance with Florida Prompt Payment Act (the "Act"). Upon receipt of a proper statement, invoice, or draw request, the County shall have the number of days provided in the Act in which to make payment.
2. Any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such contracted services shall be reimbursed.
3. In the event the contract or agreement is for professional services charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers, or agents in connection with the services being rendered.
4. The County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile, or postage charges incurred by the Contractor except as follows, and then only in the exact amount incurred by the Contractor (if the space below is left blank then "NONE" is deemed to have been inserted therein): _____.
5. The County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page (if the space below is left blank, then "NONE" is deemed to have been inserted therein): _____.
6. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provision of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her, or its reasonable expenses incurred thereby provided prior approval of the County Manager of the County or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the contract or agreement unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.
8. With respect to any indemnification by the County provided under the contract or agreement, any such indemnification shall be subject to and within the limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.
9. In that the County is a governmental agency exempt from sales tax, the County shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.
10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.
11. Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the contract or agreement is in effect, a limited amount of funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

FOR COLUMBIA COUNTY

FOR THE CITY OF JACKSONVILLE

By: _____
Chair

By: _____
Mayor

ATTEST:

ATTEST:

By: _____
County Manager and Clerk of the
Board of County Commissioners

By: _____
Corporation Secretary



9

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: September 27, 2017

Meeting Date: October 5, 2017

Name: Brandon Michael Stubbs

Department: Building And Zoning

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

**Special Family Lot Permit - SFLP 17 42 - for Michelle Rosbury Cruz, daughter of Johanna Rosbury, owner.
District 5 - Murphy**

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item



Columbia County Gateway to Florida

FOR PLANNING USE ONLY

Application # SFLP SFLP 17 42

Application Fee \$50.00

Receipt No. 4803

Filing Date 9-27-17

Completeness Date 9-27-17

Special Family Lot Permit Application

A. PROJECT INFORMATION

1. Title Holder's Name: Johanna Rosbury
2. Address of Subject Property: 901 SW Watson St
3. Parcel ID Number(s): 26-5S-03717-125
4. Future Land Use Map Designation: AG
5. Zoning Designation: A-3
6. Acreage of Parent Parcel: 6.01
7. Acreage of Property to be Deeded to Immediate Family Member: 2.00
8. Existing Use of Property: Vacant
9. Proposed use of Property: Single Family Home
10. Name of Immediate Family Member for which Special Family Lot is to be Granted: Michelle Rosbury Cruz

PLEASE NOTE: Immediate family member must be a parent, grandparent, adopted parent, stepparent, sibling, child, adopted child, stepchild, or grandchild of the person who is conveying the parcel to said individual.

B. APPLICANT INFORMATION

1. Applicant Status ☒ Owner (title holder) ☐ Agent
2. Name of Applicant(s): Johanna Rosbury Title: Land Owner
Company name (if applicable): _____
Mailing Address: 901 SW Watson St
City: Fort White State: FL Zip: 32038
Telephone: (386) 623-1725 Fax: () Email: _____

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

3. If the applicant is agent for the property owner*.
Property Owner Name (title holder): _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Telephone: () Fax: () Email: _____

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

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

C. ATTACHMENT/SUBMITTAL REQUIREMENTS

- 1. Map, Drawing, or Sketch of Parent Parcel Showing the Location of the Proposed Lot being Deeded to Immediate Family Member with Appropriate Dimensions (Must be a Minimum of One Acre).
- 2. Personal Identification and Proof of Relationship, to Establish the Required Immediate Family Member Status, of both the Parent Parcel Owner and the Immediate Family Member. The Personal Identification Shall Consist of Original Documents or Notarized Copies from Public Records. Such Documents may include Birth Certificates, Adoption Records, Marriage Certificates, and/or Other Public Records.
- 3. Family Relationship Residence Agreement Affidavit is Required Stating that the Special Family Lot is being Created as a Homestead by the Immediate Family Member, that the Immediate Family Member shall obtain Homestead Exemption on the Lot. This Affidavit shall be Recorded in the Clerk of Courts Office.
- 4. Legal Description of Parent Parcel with Acreage (In Microsoft Word Format).
- 5. Legal Description of Property to be Deeded to Immediate Family Member with Acreage (In Microsoft Word Format).
- 6. Legal Description of Parent Parcel with Immediate Family Member Lot Removed with Acreage (In Microsoft Word Format).
- 7. Proof of Ownership (i.e. deed).
- ✕ 8. Agent Authorization Form, if applicable (signed and notarized).
- 9. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).
- 10. Fee. \$50.00 - No application shall be accepted or processed until the required application fee has been paid.

NOTICE TO APPLICANT

A special family lot permit may be issued by the Board of County Commissioners on land zoned Agricultural or Environmentally Sensitive Area within these Land Development Regulations, for the purpose of conveying a lot or parcel to an immediate family member who is the parent, grandparent, adopted parent, stepparent, sibling, child, or adopted child, stepchild or grandchild of the person who conveyed the parcel to said individual, **not to exceed one (1) dwelling unit per one (1) acre** and the lot complies with all other conditions from permitting development as set forth in these Land Development Regulations. This provision is intended to promote the perpetuation of the family homestead in rural areas by making it possible for immediate family members to reside on lots as their primary residence which exceed maximum density for such areas, provided that the lot complies with the conditions for permitting established in Section 14.9 of the Land Development Regulations.

If approved by the Board of County Commissioner, the division of lots shall be recorded by separate deed, comply with all other applicable regulations of the Land Development Regulations, and comply with all other conditions for permitting and development as set forth in the Land Development Regulations. A completed building permit application shall be submitted within one (1) year of receiving approval by the Board of County Commissioners. One (1) extension can be requested in writing and approved by the Land Development Regulations Administrator not to exceed nine (9) months. If a special family lot permit expires, it shall have to go through the process again for approval as required by this section. A building permit for a special family lot shall be issued only to the immediate family member or their authorized representative (i.e. licensed building contractor or mobile home installer) after a recorded copy of the family relationship residence agreement affidavit and deed to the special family lot has been submitted to the Land Development Regulation Administrator as part of the building permit application process.

Special family lots which have not met the requirements for homestead exemption shall not be transferable except, as follows:

1. The deeding of the parcel back to the original owner of the parent tract as indicated in Section 14.9 of the Land Development Regulations;
2. To another individual meeting the definition of immediate family member;
3. To an individual not meeting the definition of immediate family member due to circumstances beyond the reasonable control of the family member to whom the original special family lot permit was granted such as divorce, death or job change resulting in unreasonable commuting distances, the immediate family member is no longer able to retain ownership of the special family lot, subject to approval by the original reviewing body that approved the special family lot permit; and
4. Upon approval of the transfer of the special family lot, the County will issue a Certificate of Transfer and the owner shall record the certificate in the Public Records in the Clerk of the Courts Office. This process shall apply retroactively to special family lots previously created under the Land Development Regulations.

Any decision made by the Board of County Commissioners is subject to a 30 day appeal period as outlined in Article 12 of the Land Development Regulations. Any action taken by the applicant within the 30 day appeal period is at the applicant's risk. No Certificate of Occupancy shall be issued until the 30 day appeal period is over or until any appeal has been settled.

Upon the applicant obtaining a Certificate of Occupancy, the applicant must file for Homestead Exemption. Homestead Exemptions can be filed each year with the Columbia County Property Appraiser's Office from January 1 to March 31.

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

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

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

Johanna Rosbury

Applicant/Agent Name (Type or Print)

J Rosbury
Applicant/Agent Signature

9/26/17
Date

Columbia County Property Appraiser

updated: 9/20/2017

2016 Tax Year**Parcel:** 26-5S-16-03717-145

Tax Collector

Tax Estimator

Property Card

Parcel List Generator

<< Next Lower Parcel Next Higher Parcel >>

2017 TRIM (pdf)

Interactive GIS Map

Print

Owner & Property Info

Search Result: 1 of 1

Owner's Name	CRUZ MICHELLE ROSBURY		
Mailing Address	901 SW WATSON ST FORT WHITE, FL 32038		
Site Address	SW WATSON ST		
Use Desc. (code)	PASTURELAN (006200)		
Tax District	3 (County)	Neighborhood	26516
Land Area	2.000 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 NW COR OF SEC, S 1441.02 FT, E 600.37 FT FOR POB, CONT E 225.50 FT, S 386.34 FT, W 225.50 FT, N 386.34 FT TO POB. QC 1337-194.		

**Property & Assessment Values**

2016 Certified Values
There are no 2016 Certified Values for this parcel

2017 Working Values		(...Hide Values)
Mkt Land Value	cnt: (1)	\$0.00
Ag Land Value	cnt: (0)	\$470.00
Building Value	cnt: (0)	\$0.00
XFOB Value	cnt: (0)	\$0.00
Total Appraised Value		\$470.00
Just Value		\$16,582.00
Class Value		\$470.00
Assessed Value		\$470.00
Exempt Value		\$0.00
Total Taxable Value		Cnty: \$470 Other: \$470 Schl: \$470

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
5/11/2017	1337/194	QC	V	U	11	\$0.00

Building Characteristics

Bldg Item	Bldg Desc	Year Blt	Ext. Walls	Heated S.F.	Actual S.F.	Bldg Value
NONE						

Extra Features & Out Buildings

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

Land Breakdown

Lnd Code	Desc	Units	Adjustments	Eff Rate	Lnd Value
006200	PASTURE 3 (AG)	2 AC	1.00/1.00/1.00/1.00	\$235.00	\$470.00
009910	MKT.VAL.AG (MKT)	2 AC	1.00/1.00/1.00/1.00	\$0.00	\$16,582.00

Columbia County Property Appraiser

updated: 9/20/2017

1 of 1

DISCLAIMER

This information was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.



DANIEL & GORE, LLC
Professional Surveying and Mapping

P.O. BOX 1501
LAKE CITY, FL 32056
PH.: (386) 208-4176
Fax: (904) 339-9229

11564 74th TER.
LIVE OAK, FL 32060
Email: sdaniel@dgsurveying.com
LICENSE NO. LB 7563

BOUNDARY SURVEY

IN
THE SW 1/4 OF NW 1/4
SECTION 26, TWP 5-S, RNG 16-E
COLUMBIA COUNTY, FLORIDA

DESCRIPTION:

A PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID SECTION 26 AND RUN THENCE S 00°25'48" W, ALONG THE WEST LINE OF SAID SECTION 26, 1441.02 FEET; THENCE N 89°44'51" E, 600.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 89°44'51" E, 225.50 FEET; THENCE S 00°25'48" E, 386.34 FEET; THENCE S 89°44'51" W, 225.50 FEET; THENCE N 00°25'48" W, 386.34 FEET TO THE POINT OF BEGINNING, CONTAINING 2.00 ACRES, MORE OR LESS.

TOGETHER WITH A 30 FOOT INGRESS AND EGRESS EASEMENT BEING 30 FEET WIDE AND 30 FEET TO THE EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE NW CORNER OF SAID SECTION 26 AND RUN THENCE S 00°25'48" W, ALONG THE WEST LINE OF SAID SECTION 26, 1441.02 FEET; THENCE N 89°44'51" E, 600.37 FEET; THENCE CONTINUE S 00°25'48" E, 386.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°25'48" E, 138.89 FEET TO THE NORTH RIGHT-OF-WAY OF SW WATSON STREET AND TO THE POINT OF TERMINATION.

NOTES:

1. BEARINGS ARE BASED ON THE NORTH BOUNDARY LINE, BEING N 89°44'51" E, ASSUMED.
2. ONLY THOSE VISIBLE INTERIOR IMPROVEMENTS AND IMPROVEMENTS PERTINENT TO THE SUBJECT PROPERTY HAVE BEEN LOCATED AS SHOWN HEREON. EXCEPTION IS MADE HEREON TO UNDERGROUND FACILITIES AND OTHER IMPROVEMENTS NOT VISIBLE OR KNOWN AT DATE OF SURVEY.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE POLICY. THEREFORE, EXCEPTION IS MADE HEREON REGARDING EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD NOT PROVIDED BY THE CLIENT.
4. SCALE AND GRAPHIC LOCATION OF FENCES AND UTILITY POLES, IF ANY, MAY BE EXAGGERATED FOR CLARITY.
5. NO ATTEMPT WAS MADE BY THIS SURVEY TO DETERMINE IF THE SUBJECT PROPERTY LIES WITHIN A FLOODED PRONE AREA.

LEGEND

- DENOTES 5/8" IRON ROD & CAP SET & BATHES
- DENOTES IRON PIPE OR IRON ROD FOUND (SPT)
- DENOTES 4"x4" CONCRETE MONUMENT SET (EUBRIS)
- DENOTES 4"x4" CONCRETE MONUMENT FOUND (EUBRIS)
- ⊗ DENOTES NAIL & DISC FOUND
- NO ID - NO IDENTIFICATION
- FND - FOUND
- CM - CONCRETE MONUMENT
- A - MORE OR LESS
- CRS - OFFICIAL RECORD BOOK
- PO - PHASE (S)
- PI - PLAT
- DI - DIED
- CL - CALCULATED
- MI - MEASURED
- AC - ACRES
- ROB - POINT OF BEGINNING
- POB - POINT OF COMMENCEMENT
- EDP - EDGE OF PAVEMENT
- EDG - EDGE OF GRADE
- N - NORTH
- E - EAST
- S - SOUTH
- W - WEST
- ◇ - TOWNSHIP PEDESTAL
- PC - POINT OF CURVATURE
- PI - POINT OF INTERSECTION
- PT - POINT OF TANGENCY
- IP - IRON PIPE
- IPC - IRON PIPE AND CAP
- IR - IRON ROD
- IPC - IRON PIPE AND CAP
- R - RADIUS
- T - TANGENT
- L - ARC LENGTH
- A - CENTRAL ANGLE
- CH - CHORD BEARING & DISTANCE
- R/W - RIGHT-OF-WAY
- TWP - TOWNSHIP
- RNG - RANGE
- E - DENOTES FENCE
- C - DENOTES OVERHEAD ELECTRIC
- PO - POWER POLE
- CONCRETE

SCALE: 1" = 50'



SURVEY FOR: JOHANNA S. ROSBURY

05/05/2017
DATE OF CERTIFICATE

04/25/2017
DATE OF FIELD SURVEY

BRIAN SCOTT DANIEL, PSM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6448

SURVEY VALID ONLY ON THE DATE OF FIELD SURVEY SHOWN HEREON. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

JOB NUMBER:
170064

APPROVED BY:
BSD

DRAWN BY:
BSD

FIELD BOOK

EFB

SHEET NO.:
1 OF 1

Schedule A

A part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, Township 5 South, Range 16 East, Columbia County, Florida being more particularly described as follows:

Commence at the NW Corner of said Section 26 and run thence S 00 degrees 25'48" W, along the West line of said Section 26, 1441.02 feet; thence N 89 degrees 44' 51" E, 600.37 feet to the point of beginning; thence continue N 89 degrees 44' 51" E, 225.50 feet ; thence S 00 degrees 26'34" E, 386.34 feet ; thence S 89 degrees 44' 51" W, 225.50 feet; thence N 00 degrees 26'34" W, 386.34 feet to the point of beginning. Containing 2.00 Acres, More or Less.

Together with a 30 foot ingress and egress easement being 30 feet wide and 30 feet to the East of the following described line:

Commence at the NW corner of said Section 26 and run thence S 00 degrees 25'48" W, along the West line of said Section 26, 1441.02 feet; thence N 89 degrees 44'51" E, 600.37 feet; thence continue S 00 degrees 26'34" E, 386.34 feet to the point of beginning; thence continue S 00 degrees 26' 34" E, 338.98 feet to the North right of way of SW Watson Street and to the point of termination.

FAMILY RELATIONSHIP AFFIDAVIT

STATE OF FLORIDA
COUNTY OF COLUMBIA

BEFORE ME the undersigned Notary Public personally appeared, Johanna Rosbury
_____ the Owner of the parent parcel which has been subdivided for and
Michelle Rosbury Cruz _____, the Immediate Family Member of the Owner, which is
intended for the Immediate Family Members primary residence use. The Immediate Family
Member is related to the Owner as Daughter _____. Both individuals being
first duly sworn according to law, depose and say:

1. Affiant acknowledges Immediate Family Member is defined as parent, grandparent, step-parent, adopted parent, sibling, child, step-child, adopted child or grandchild.
2. Both the Owner and the Immediate Family Member have personal knowledge of all matters set forth in this Affidavit.
3. The Owner holds fee simple title to certain real property situated in Columbia County, and more particularly described by reference with the Columbia County Property Appraiser Parent Tract Tax Parcel No. 25-5S-03717-125 _____.
4. The Immediate Family Member holds fee simple title to certain real property divided from the Owners' parent parcel situated in Columbia County and more particularly described by reference to the Columbia County Property Appraiser Tax Parcel
No. 25-5S-03717-145 _____.
5. No person or entity other than the Owner and Immediate Family Member to whom permit is being issued, including persons residing with the family member claims or is presently entitled to the right of possession or is in possession of the property, and there are no tenancies, leases or other occupancies that affect the property.
6. This Affidavit is made for the specific purpose of inducing Columbia County to recognize a family division for an Immediate Family Member being in compliance with the density requirements of the Columbia County's Comprehensive Plan and Land Development Regulations (LDR's).
7. This Affidavit and Agreement is made and given by Affiants with full knowledge that the facts contained herein are accurate and complete, and with full knowledge that the penalties under Florida law for perjury include conviction of a felony of the third degree.

We Hereby Certify that the facts represented by us in this Affidavit are true and correct and we accept the terms of the Agreement and agree to comply with it.

J Rosbury
Owner

Johanna Rosbury
Typed or Printed Name

mcruz
Immediate Family Member

Michelle Rosbury Cruz
Typed or Printed Name

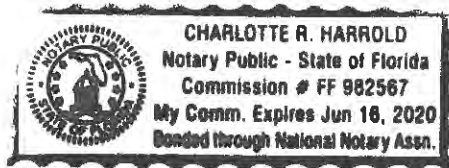
Subscribed and sworn to (or affirmed) before me this 26 day of Sept, 2017
by J. Rosbury (Owner) who is personally known to me or has produced
KADL as identification.

[Signature]
Notary Public



Subscribed and sworn to (or affirmed) before me this 25th day of Sept., 2017
by Michelle Cruz (Family Member) who is personally known to me or has
produced _____ as identification.

Charlotte R. Harrold
Notary Public



APPROVED:
COLUMBIA COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

Columbia County Property Appraiser

updated: 9/20/2017

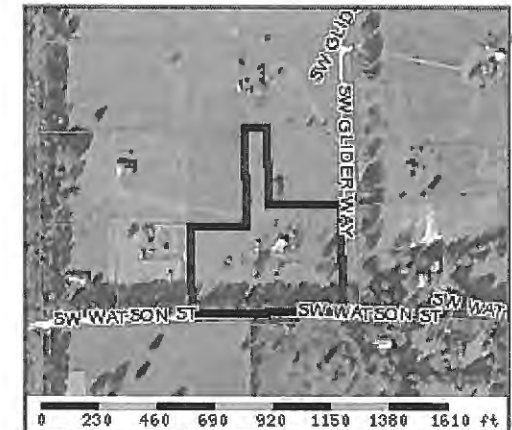
Parcel: 26-5S-16-03717-125

[<< Next Lower Parcel](#)
[Next Higher Parcel >>](#)
[Tax Collector](#)
[Tax Estimator](#)
[Property Card](#)
[Parcel List Generator](#)
[2017 TRIM \(pdf\)](#)
[Interactive GIS Map](#)
[Print](#)

Search Result: 1 of 1

Owner & Property Info

Owner's Name	ROSBURY JOHANNA S		
Mailing Address	901 SW WATSON ST FT WHITE, FL 32038-4261		
Site Address	901 SW WATSON ST		
Use Desc. (code)	IMPROVED A (005000)		
Tax District	3 (County)	Neighborhood	26516
Land Area	6.010 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 NW COR OF SEC, RUN SOUTH 1441.02 FT, E 600.37 FT FOR POB, CONT E 315.55 FT, S 305 FT, E 285.64 FT, S 420.30 FT TO N R/W CARL EDWARDS RD WEST 601.19 FT, N 725.30 FT TO POB. (AKA PART OF LOT 25 BIG OAKS S/D UNR) EX 2 AC DESC IN QC 1337-194. 788-1364, 808-2279, 832-1334, WD 1019-726, WD 1156 -103, QC 1167-1332, WD 1205- 299, WD 1205-1197,			



Property & Assessment Values

2016 Certified Values		
Mkt Land Value	cnt: (1)	\$6,799.00
Ag Land Value	cnt: (3)	\$1,612.00
Building Value	cnt: (1)	\$38,035.00
XFOB Value	cnt: (4)	\$3,800.00
Total Appraised Value		\$50,246.00
Just Value		\$77,018.00
Class Value		\$50,246.00
Assessed Value		\$50,246.00
Exempt Value	(code: HX H3)	\$25,000.00
Total Taxable Value		Cnty: \$25,246 Other: \$25,246 Schl: \$25,246

2017 Working Values			(...Hide Values)
Mkt Land Value	cnt: (1)	\$6,799.00	
Ag Land Value	cnt: (3)	\$1,177.00	
Building Value	cnt: (1)	\$36,812.00	
XFOB Value	cnt: (4)	\$3,800.00	
Total Appraised Value		\$48,588.00	
Just Value		\$67,697.00	
Class Value		\$48,588.00	
Assessed Value		\$48,588.00	
Exempt Value	(code: HX H3)	\$25,000.00	
Total Taxable Value		Cnty: \$23,588 Other: \$23,588 Schl: \$23,588	

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
11/23/2010	1205/1197	WD	I	U	11	\$0.00
11/17/2010	1205/299	WD	I	U	34	\$100.00
7/31/2008	1156/103	WD	I	U	02	\$100.00
8/19/1995	832/1334	CD	V	U	13	\$26,300.00
8/1/1995	808/2279	QC	V	U	01	\$25,000.00
4/1/1994	788/1364	CD	V	U	13	\$26,000.00

Building Characteristics

Bldg Item	Bldg Desc	Year Blt	Ext. Walls	Heated S.F.	Actual S.F.	Bldg Value
2	SFR MANUF (000200)	1999	(31)	1798	2178	\$36,812.00
Note: All S.F. calculations are based on <u>exterior</u> building dimensions.						

Extra Features & Out Buildings

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
0190	FPLC PF	1999	\$1,200.00	0000001.000	0 x 0 x 0	(000.00)
0296	SHED METAL	1999	\$600.00	0000120.000	10 x 12 x 0	(000.00)
0080	DECKING	2010	\$200.00	0000001.000	0 x 0 x 0	(000.00)
0296	SHED METAL	2010	\$1,800.00	0000001.000	0 x 0 x 0	(000.00)

Land Breakdown

Lnd Code	Desc	Units	Adjustments	Eff Rate	Lnd Value
000200	MBL HM (MKT)	1 AC	1.00/1.00/1.00/1.00	\$4,049.14	\$4,049.00
006200	PASTURE 3 (AG)	5.01 AC	1.00/1.00/1.00/1.00	\$235.00	\$1,177.00
009910	MKT.VAL.AG (MKT)	5.01 AC	1.00/1.00/1.00/1.00	\$0.00	\$20,286.00
009945	WELL/SEPT (MKT)	1 UT - (0000000.000AC)	1.00/1.00/1.00/1.00	\$2,000.00	\$2,000.00
009947	SEPTIC (MKT)	1 UT - (0000000.000AC)	1.00/1.00/1.00/1.00	\$750.00	\$750.00

Columbia County Property Appraiser

updated: 9/20/2017

1 of 1

DISCLAIMER

This information was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

COMM NW COR OF SEC, RUN S 1441.02 FT, E 600.37 FT FOR POB, CONT E 601.19 FT TO W R/W OF 60 FT RD EASEMENT, S ALONG
 ROSBURY JOHANNA S 901 SW WATSON ST FT WHITE, FL 32038-4261
 26-5S-16-03717-125
 Columbia County 2004 R CARD 001 of 001
 PRINTED 9/19/2017 15:29 BY JEFF
 APPR 2/05/2004 DF

BUSE 000200 SFR MANUF	AE? Y	1798 HTD AREA	108.000 INDEX	26516.01 BIG OAKS	PUSE 005000 IMPROVED AG
MOD 2 MOBILE HME BATH	2.00	1840 EFF AREA	29.160 E-RATE	100.000 INDX	STR 26- 5S- 16
EXW 31 VINYL SID		53,654 RCN		1999 AYB	MKT AREA 02
% N/A BDRM	4	93.00 %GOOD	49,898 B BLDG VAL	1999 EYB	(PUD1
RSTR 03 GABLE/HIP					AC 10.010
RCVR 03 COMP SHNGL					NTCD
% N/A C-W%					APPR CD
INTW 05 DRYWALL					CNDO
% N/A PMTR					SUBD
FLOR 14 CARPET	1.0				BLK
10% 08 SHT VINYL					LOT
HTTP 04 AIR DUCTED					MAP# 75
A/C 03 CENTRAL					HX
QUAL 03 AVERAGE	09				TXDT 003
FNDN N/A UD-1	N/A				
SIZE N/A UD-2	N/A				
CEIL N/A UD-3	N/A				
ARCH N/A UD-4	N/A				
FRME 01 NONE UD-5	N/A				
KTCH N/A UD-6	N/A				
WNDO N/A UD-7	N/A				
CLAS N/A UD-8	N/A				
OCC N/A UD-9	N/A				
COND N/A					
SUB A-AREA % E-AREA					
BAS99 1798 100 1798					
FOP99 120 35 42					

+-----BLDG TRAVERSE-----									
+ BAS1999=W58 S31 E20 FOP1999= S10 E12 N10									
+ W12\$ E38 N31\$.									
+-----PERMITS-----									
+ NUMBER DESC AMT ISSUED									
+ 22212 M H 286 8/19/2004									
+ 15008 M H 125 1/29/1999									
+-----SALE-----									
+ BOOK PAGE DATE PRICE									
+ 1205 1197 11/23/2010 U I									
+ GRANTOR DEAS-BULLARD PROPERTIES LLP									
+ GRANTEE JOHANNA S ROSEBURY									
+ 1205 299 11/17/2010 U I 100									
+ GRANTOR DEAS-BULLARD PROPERTIES LLP									
+ GRANTEE JOHANNA S ROSEBURY									
+-----									
TOTAL 1918 1840 49898									
+-----EXTRA FEATURES-----									
AE BN	CODE	DESC	LEN	WID	HGHT	QTY	QL	YR	ADJ
Y 2	0190	FPLC PF				1		1999	1.00
Y	0296	SHED METAL	10	12		1		1999	1.00

LAND	DESC	ZONE	ROAD	{UD1	{UD3	FRONT	DEPTH	FIELD CK:									
AE	CODE	TOPO	UTIL	{UD2	{UD4	BACK	DT	ADJUSTMENTS		UNITS	UT	PRICE	ADJ	UT	PR	LAND	VALUE
Y 000200	MBL HM	A-1	0002					1.00	1.00	1.00	1.00	1.000	AC	7000.000	7000.00	7,000	
N 006200	PASTURE 3	A-1	0002					1.00	1.00	1.00	1.00	9.010	AC	165.000	165.00	1,486AG	
N 009910	MKT.VAL.AG 00							1.00	1.00	1.00	1.00	9.010	AC				
Y 009945	WELL/SEPT 00							1.00	1.00	1.00	1.00	1.000	UT	2400.000	2400.00	21,624MK	
N 009947	SEPTIC							1.00	1.00	1.00	1.00	1.000	UT	750.000	750.00	750	

SCHEDULE "A"

A part of Lot #25, Big Oaks, an unrecorded subdivision in Section 26, Township 5 South, Range 16 East, Columbia County, Florida.

Description:

A PART OF THE NW 1/4 OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 26 AND RUN THENCE S.00°25'48"E. ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 1441.02 FEET; THENCE N.89°44'51"E. A DISTANCE OF 915.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°44'51"E. A DISTANCE OF 285.64 FEET TO THE WEST LINE OF A 60 FOOT ROAD EASEMENT; THENCE S.00°25'48"E. ALONG THE WEST LINE OF SAID ROAD EASEMENT, A DISTANCE OF 305.00 FEET; THENCE S.89°44'51"W. A DISTANCE OF 285.64 FEET; THENCE N.00°25'48"W. A DISTANCE OF 305.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.00 ACRES, MORE OR LESS.

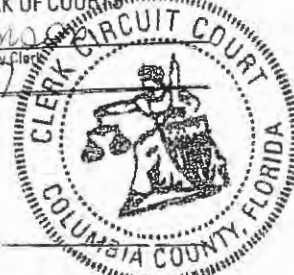
TOGETHER WITH: A 60 FOOT ROAD EASEMENT NO. 2: COMMENCE AT THE NORTHEAST CORNER OF THE NW 1/4, SECTION 26, TOWNSHIP 5 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA AND RUN THENCE S.88°56'56"W. ALONG THE NORTH LINE OF SAID SECTION 26, 907.56 FEET, THENCE S.27°00'37"W., 139.55 FEET TO A POINT ON THE PERIMETER OF A CUL-DE-SAC AND TO THE POINT OF BEGINNING, THENCE SOUTHEASTERLY AND SOUTHERLY ALONG A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 50 FEET AND A CENTRAL ANGLE OF 143°07'48", AN ARC DISTANCE OF 124.90 FEET TO THE END OF SAID CURVE, THENCE S.27°00'37"W., ALONG THE EAST RIGHT-OF-WAY LINE OF SAID EASEMENT, 899.14 FEET, THENCE S.00°25'48"E. ALONG THE EAST RIGHT-OF-WAY LINE OF SAID EASEMENT, 1173.73 FEET TO THE NORTH LINE OF CARL EDWARDS ROAD (A COUNTY MAINTAINED GRADED ROAD), THENCE S.89°44'51"W., ALONG SAID NORTH LINE, 60.00 FEET, THENCE N.00°25'48"W., ALONG THE WEST RIGHT-OF-WAY LINE OF SAID EASEMENT, 1188.19 FEET, THENCE N.27°00'37"E., ALONG SAID WEST RIGHT-OF-WAY LINE, 233.02 FEET, THENCE N.62°59'23"W., ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID EASEMENT, 121.15 FEET, THENCE S.89°44'51"W., ALONG SAID SOUTH RIGHT-OF-WAY LINE, 448.83 FEET, THENCE N.00°25'48"W., 60.00 FEET, THENCE N.89°44'51"E., ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID EASEMENT, 463.57 FEET, THENCE S.62°59'23"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, 135.70 FEET, THENCE N.27°00'37"E., ALONG THE WEST RIGHT-OF-WAY LINE OF SAID EASEMENT, 620.47 FEET TO THE PERIMETER OF A CUL-DE-SAC, THENCE NORTHWESTERLY AND NORTHERLY ALONG A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 50 FEET AND A CENTRAL ANGLE OF 143°07'48", AN ARC DISTANCE OF 124.90 FEET TO THE POINT OF BEGINNING.

STATE OF FLORIDA, COUNTY OF COLUMBIA
I HEREBY CERTIFY, that the above and foregoing
is a true copy of the original filed in this office.
P. DeWitt CASON, CLERK OF COURTS

By

Date

Shobina
9-25-17



7

Inst:2004014800 Date:06/25/2004 Time:10:37

Joc Stamp-Deed : 0.70

DC, P. DeWitt Cason, Columbia County B:1019 P:726

Prepared By and Return To:
Deas Bullard Properties
672 East Duval Street
Lake City, Florida 32055

WARRANTY DEED

This Warranty Deed made this 24th day of June 2004 by DEAS BULLARD PROPERTIES, a Florida general partnership, hereinafter referred to as Grantor to JOHANNA S. ROSBURY, whose post office address is 901 SW Watson St., Fort White, Florida 32038, hereinafter referred to as the Grantee.

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Columbia County, Florida.

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel Identification Number: 26-5s-16-03717-125

N.B.: The purpose of this conveyance is to release a part of the original acreage from the Contract For Deed dated August 19, 1995, recorded December 20, 1996, in OR Book 832, page 1334, Public Records of Columbia County, Florida. Documentary Stamps were paid at the time of recording said Contract For Deed, therefore none are due on this Warranty Deed.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple: that the grantor has good right and lawful authority to sell and convey said land: that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except as noted above and taxes accruing subsequent to December 31, 1995.

Page 2

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Connie B. Roberts
Witness: Connie B. Roberts

Sue D. Lane
Witness: Sue D. Lane

DEAS BULLARD PROPERTIES, a Florida
general partnership

Audrey S. Bullard L.S.
By: Audrey S. Bullard, general partner

State of Florida
County of Columbia

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County last aforesaid to take acknowledgments personally appeared Audrey S. Bullard, Partner on behalf of Deas Bullard Properties, a Florida general partnership. He is personally known to me and who executed before me the foregoing deed and acknowledged before me that he executed the same.

WITNESSES my hand and official seal in the County and State last aforesaid this 24th day of June 2004.

Sue D. Lane
Printed Name Sue D. Lane
Notary Public, State of Florida



SCHEDULE "A"

A part of Lot #25, Big Oaks, an unrecorded subdivision in Section 26, Township 5 South, Range 16 East, Columbia County, Florida.

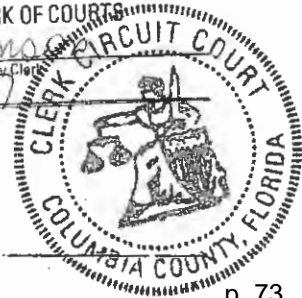
Description:

A PART OF THE NW 1/4 OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 26 AND RUN THENCE S.00°25'48"E. ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 1441.02 FEET; THENCE N.89°44'51"E. A DISTANCE OF 915.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°44'51"E. A DISTANCE OF 285.64 FEET TO THE WEST LINE OF A 60 FOOT ROAD EASEMENT; THENCE S.00°25'48"E. ALONG THE WEST LINE OF SAID ROAD EASEMENT, A DISTANCE OF 305.00 FEET; THENCE S.89°44'51"W. A DISTANCE OF 285.64 FEET; THENCE N.00°25'48"W. A DISTANCE OF 305.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.00 ACRES, MORE OR LESS.

TOGETHER WITH: A 60 FOOT ROAD EASEMENT NO. 2: COMMENCE AT THE NORTHEAST CORNER OF THE NW 1/4, SECTION 26, TOWNSHIP 5 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA AND RUN THENCE S.88°56'56"W., ALONG THE NORTH LINE OF SAID SECTION 26, 907.56 FEET, THENCE S.27°00'37"W., 139.55 FEET TO A POINT ON THE PERIMETER OF A CUL-DE-SAC AND TO THE POINT OF BEGINNING, THENCE SOUTHEASTERLY AND SOUTHERLY ALONG A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 50 FEET AND A CENTRAL ANGLE OF 143°07'48", AN ARC DISTANCE OF 124.90 FEET TO THE END OF SAID CURVE, THENCE S.27°00'37"W., ALONG THE EAST RIGHT-OF-WAY LINE OF SAID EASEMENT, 899.14 FEET, THENCE S.00°25'48"E., ALONG THE EAST RIGHT-OF-WAY LINE OF SAID EASEMENT, 1173.73 FEET TO THE NORTH LINE OF CARL EDWARDS ROAD (A COUNTY MAINTAINED GRADED ROAD), THENCE S.89°44'51"W., ALONG SAID NORTH LINE, 60.00 FEET, THENCE N.00°25'48"W., ALONG THE WEST RIGHT-OF-WAY LINE OF SAID EASEMENT, 1188.19 FEET, THENCE N.27°00'37"E., ALONG SAID WEST RIGHT-OF-WAY LINE, 233.32 FEET, THENCE N.62°59'23"W., ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID EASEMENT, 121.15 FEET, THENCE S.89°44'51"W., ALONG SAID SOUTH RIGHT-OF-WAY LINE, 448.83 FEET, THENCE N.00°25'48"W., 60.00 FEET, THENCE N.89°44'51"E., ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID EASEMENT, 463.57 FEET, THENCE S.62°59'23"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, 135.70 FEET, THENCE N.27°00'37"E., ALONG THE WEST RIGHT-OF-WAY LINE OF SAID EASEMENT, 620.47 FEET TO THE PERIMETER OF A CUL-DE-SAC, THENCE NORTHWESTERLY AND NORTHERLY ALONG A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 50 FEET AND A CENTRAL ANGLE OF 143°07'48", AN ARC DISTANCE OF 124.90 FEET TO THE POINT OF BEGINNING.

STATE OF FLORIDA, COUNTY OF COLUMBIA
I HEREBY CERTIFY, that the above and foregoing
is a true copy of the original filed in this office.
P. DEWITT CASON, CLERK OF COURTS

By P. Dewitt Cason
Date 9-25-17



Columbia County Tax Collector

generated on 9/22/2017 2:22:45 PM EDT

Tax Record

Last Update: 9/22/2017 2:22:44 PM EDT

Register for eBill

Ad Valorem Taxes and Non-Ad Valorem Assessments

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

Account Number		Tax Type		Tax Year	
R03717-125		REAL ESTATE		2016	
Mailing Address			Property Address		
ROSBURY JOHANNA S 901 SW WATSON ST FT WHITE FL 32038-4261			901 WATSON SW FORT WHITE		
			GEO Number 265S16-03717-125		
Exempt Amount		Taxable Value			
See Below		See Below			
Exemption Detail		Millage Code		Escrow Code	
HX 25000		003			
<u>Legal Description (click for full description)</u>					
26-5S-16 5000/5000 8.01 Acres COMM NW COR OF SEC, RUN SOUTH 1441.02 FT, E 600.37 FT FOR POB, CONT E 315.55 FT, S 305 FT, E 285.64 FT, S 420.30 FT TO N R/W CARL EDWARDS RD WEST 601.19 FT, N 725.30 FT TO POB. (AKA PART OF LOT 25 BIG OAKS S/D UNREC) ORB 788-1364, 808- See Tax Roll For Extra Legal					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
BOARD OF COUNTY COMMISSIONERS	8.0150	50,246	25,000	\$25,246	\$202.35
COLUMBIA COUNTY SCHOOL BOARD DISCRETIONARY	0.7480	50,246	25,000	\$25,246	\$18.88
LOCAL	4.5040	50,246	25,000	\$25,246	\$113.71
CAPITAL OUTLAY	1.5000	50,246	25,000	\$25,246	\$37.87
SUWANNEE RIVER WATER MGT DIST	0.4093	50,246	25,000	\$25,246	\$10.33
LAKE SHORE HOSPITAL AUTHORITY	0.9620	50,246	25,000	\$25,246	\$24.29
Total Millage		16.1383	Total Taxes		\$407.43
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
FFIR	FIRE ASSESSMENTS	\$420.38			
GGAR	SOLID WASTE - ANNUAL	\$386.00			
Total Assessments				\$806.38	
Taxes & Assessments				\$1,213.81	
If Paid By				Amount Due	
				\$0.00	

Date Paid	Transaction	Receipt	Item	Amount Paid
2/9/2017	PAYMENT	2703038.0001	2016	\$1,201.67

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES



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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: September 18, 2017

Meeting Date: October 5, 2017

Name: Lawrence Wilson

Department: Communications

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

Emergency repairs due to equipment failure (Network equipment and generators).

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☐

N/A

☐

Yes Account No. _____

☒

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: **001-GENERAL FUND**

FROM:

TO:

AMOUNT:

001-8400-584.90-99

001-2620-525.30-46

RESERVES / CONTINGENCY/RESERVE

OPERATING EXPENDITURES / REPAIRS & MAINTENANCE

\$10,000.00

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

Date: August 13, 2017
To: Ben Scott, County Manager
From: Lawrence Wilson, Central Communications Director
Ref: Cumorah Hill Network Equipment

Central Communications would like an External Budget Amendment in the amount of \$10,000 to cover unbudgeted expenses. Purchase of a MEGAPLEX 2104 including time and labor. This particular device failed to function properly causing SO3, Fire, and EMS voice traffic at the Cumorah Hill Tower to degrade to the point that it was unrecognizable. Due to unexpected repairs to three of my (Franklin St., Cumorah Hill and Jail tower) and higher than expected utilities, I have exceeded my budget.

This External Budget Amendment will cover:

- MEGAPLEX 2104 | \$3,686.67
- Unexpected utilities and generator repairs | \$4,021.88
- The remainder (\$2,291.45) will go towards any invoices that may come in by year-end closeout

~~Original Signed~~
Authorized Representative Name / Title
Lawrence Wilson, Director, Central Communications

August 13, 2015
Date

CC:
Scott Ward, Assistant County Manager
Ray Hill, Purchasing Director

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



Mobile Communications of North Florida
 1640 NORMAN PARK DRIVE
 TALLAHASSEE, FL 32304-3704
 Phone: 850-576-7113
 Fax:

QUOTATION
100001779

Page 1

Bill To:

COLUMBIA CO BRD OF COMMISSION
 ATTN ACCOUNTS PAYABLE
 P O DRAWER 1529
 LAKE CITY, FL 32056-1529

Ship To:

COLUMBIA COUNTY 911
 ATTN LAWRENCE WILSON
 263 NW LAKE CITY AVENUE
 LAKE CITY, FL 32055

Date: 08/30/2017		Customer Rep: DAVID FINNEY		Terms: NET 30 DAYS	
Qty	Item	Description	Unit Price	Extended	
CUSTOMER REPORTED OUTAGE ISSUES, INSTALLED NEW MUX (PARTS SALE SO #100001717). NETWORK ISSUES UNRESOLVED. ☐					
☐ CUSTOMER TO PICK UP LOANER CABLE/ROUTER/MODEM AND TROUBLESHOOTING ISSUE REMOTELY.					
1	FT-FR	FIELD TECH LABOR FLAT RATE	0.00	0.00	
6	FT-HR-T1	FIELD TECH LABOR PER HOUR TIER1	110.00	660.00	
1	RDCMP-2104/115/2UTP	MEGAPLEX 5-SLOT CHASSIS W/ETH MNGMT & 115VAC POWERSUPPLY	2,967.32	2,967.32	
1	S&H	SHIPPING/ HANDLING	59.35	59.35	

Please contact customer representative by phone or email with any questions:
 Customer Rep: DAVID FINNEY
 Phone #:
 Email:

Subtotal : \$3,686.67
 Tax : \$0.00
 Total Quote : \$3,686.67



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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: September 22, 2017

Meeting Date: October 5, 2017

Name: Jeff Crawford

Department: Fire Department

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

Budget amendment request needed to order equipment for the startup of two ALS Engines. BA 18-01, \$80,000

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☐

N/A

☐

Yes Account No. _____

☒

No Please list the proposed budget amendment to fund this request

Budget Amendment Number:

BA 18-01

Fund:

102-MSBU

FROM:

102-8400-584.90-94

RESERVES / FUTURE ENHANCEMENT

102-8400-584.90-94

RESERVES / FUTURE ENHANCEMENT

TO:

102-2200-522.60-64

CAPITAL OUTLAY / EQUIPMENT PURCHASES

102-2200-522.30-64

OPERATING EXPENDITURES / NON-CAPITAL EQUIPMENT

AMOUNT:

\$43,500.00

\$36,500.00

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item



Fire Chief
Jeffrey Crawford

COLUMBIA COUNTY FIRE RESCUE

509 SW Bascom Norris Dr., Lake City, FL 32025

Office (386) 754-7057 Fax (386) 754-7064

MEMORANDUM

DATE: September 25, 2017

TO: Ben Scott

FR: Jeffery Crawford

RE: ALS Startup cost

The money I am requesting will be used to buy equipment for the startup of the two ALS Engines. I am requesting a total of \$80,000.



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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: September 29, 2017

Meeting Date: October 5, 2017

Name: Jeff Crawford

Department: Fire Department

Division Manager's Signature: _____

Ben Scott

1. Nature and purpose of agenda item:

Request EMS State Grant in the amount of \$13,474

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item

RESOLUTION NUMBER 2017R-50

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, FLORIDA, CERTIFYING THAT MONIES FROM COLUMBIA COUNTY'S EMS AWARD WILL IMPROVE AND EXPAND COLUMBIA COUNTY'S OUT-OF-HOSPITAL EMS SYSTEM AND THAT FUNDS WILL NOT BE USED TO SUPPLANT EXISTING COUNTY EMS BUDGET ALLOCATIONS.

WHEREAS, monies are available to Columbia County through Florida Statutes, Section 401.113 (2)(a) for use to improve local emergency medical services; and

WHEREAS, there is a need for the use of said funds to improve local emergency medical services.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Columbia County, Florida, that the monies from the County EMS Award described above will not be used to supplant existing County EMS budget allocations.

PASSED AND DULY ADOPTED at in regular session this ____ day of October, 2017.

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

By: _____
Ronald Williams, Chairman

ATTEST: _____ (SEAL)
P. DeWitt Cason, Clerk of Courts

Approval as to form:

Joel F. Foreman, County Attorney



Fire Chief
Jeffrey Crawford

COLUMBIA COUNTY FIRE RESCUE

509 SW Bascom Norris Dr., Lake City, FL 32025

Office (386) 754-7057 Fax (386) 754-7064

MEMORANDUM

DATE: September 29, 2017

TO: Ben Scott

FR: Jeffery Crawford

RE: County EMS Grant

I am requesting to apply for the County EMS Grant money that is set aside for each county. This is from Florida Statutes, Section 401.113 (2)(a) for use to improve local emergency medical services.

County Government Application Form 2017-2018

The amount of your new grant is in the “Total” column of the county amount table at the website link.

The first application form page has five items, the first three are self-explanatory.

However, note that Item 2 is where the county's authorized person must provide his/her **signature**.

Item 4 describes the content of the resolution. Please provide this in your county's customary format and approval process. The resolution must be current or if a previous one has continuing authority, please include with it a message from a lead county official stating that the resolution is still in-effect, with a copy of it.

Item 5 of the first page of the application form asks for the name of the organizations that will receive funds from your new county grant. The second page of the application form is the budget page and one of these budget pages is needed for each organization listed in item 5,

The budget page for each organization must have on it specific and quantifiable items or services, with the cost for each unit or type of item or service.

All costs combined must total to the exact amount of new funds for your grant. You can request changes after the new grant begins.

Your budget totals in the application should be added for you if you place your cursor over a subtotal or total field, right click your mouse, then left click on the resulting menu “Update Field.”

Request for Grant Fund Distribution Form

Request for Grant Fund Distribution Form: this is the last page herein and you must complete the top part of the form. State EMS will complete the bottom part, as indicated on the form. The address on this form **must** be an address in the state MyFloridaMarketplace (MFMP) system. A mailing address you place on this form is not usable by state finance if it is not in the MFMP system.

Ask a staff member of your organization who does cash transactions with the state for the organization name to use on the Distribution Form, the address, and 9-digit federal ID plus its 3-digit sequence code. Otherwise, no funds can be sent to you until this situation is resolved.

If needed, you can contact MFMP customer service at 1-866-352-3776 Monday to Friday, 8 a.m. to 6 p.m., or by email at: MyFloridaMarketPlace@dms.myflorida.com.



EMS COUNTY GRANT APPLICATION

FLORIDA DEPARTMENT OF HEALTH
Emergency Medical Services Program
Complete all items

ID. Code (The State EMS Program will assign the ID Code – leave this blank) **C60**

1. County Name:

Business Address: **Columbia County Fire Rescue**

PO Box 1529

Lake City, FL 32056-1529

Telephone: **386-758-3907**

Federal Tax ID Number (Nine Digit Number): VF **59-6000564**

2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the county shall comply fully with the conditions outlined in the Florida EMS County Grant Application.

Signature:

Date:

Printed Name:

Position Title:

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)

Name: **Jeffery Crawford**

Position Title: **Fire Chief, CCFR**

Address: **PO Box 1529**

Lake City, Florida 32056-1529

Telephone: **386-758-3907**

Fax Number: **386-754-7064**

E-mail Address: **jeff_crawford@columbiacountyfla.com**

4. Resolution: Attach a resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures. We cannot process for funds without a current resolution.

5. Budget: Complete a budget page(s) for each organization to which you shall provide funds. List the organization(s) below. (Use additional pages if necessary)

Columbia County Fire Rescue

BUDGET PAGE**A. Salaries and Benefits:**

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	Amount
TOTAL Salaries =	\$ 0.00
TOTAL FICA & Other Benefits =	
Total Salaries & Benefits =	\$ 0.00

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	Amount
Total Expenses =	\$ 0.00

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	Amount
Equipment for ALS Engines (suction, bags, pulse ox, etc...)	13,474.00
Total Vehicles & Equipment =	\$ 13,474.00
<u>Grand Total =</u>	<u>\$ 13,474.00</u>

**FLORIDA DEPARTMENT OF HEALTH
EMERGENCY MEDICAL SERVICES (EMS) GRANT SECTION**

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of section 401.113(2) (a), *Florida Statutes*, the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

DOH Remit Payment To:

The agency name, address, and federal ID number **must** be in the state MyFloridaMarketPlace (MFMP) system. Ask a finance person who does business with the state for your organization to provide these.

Name of Agency: Columbia County Fire Rescue

Mailing Address: PO Box 1529

Lake City, Florida 32056-1529

Federal Identification number: 59-6000564

Authorized County Official: _____

Signature

Date

Type or Print Name and Title

Sign and return this page with your application to:

*Florida Department of Health
Emergency Medical Services Section, Grants
4052 Bald Cypress Way, Bin A-22
Tallahassee, Florida 32399-1722*

Do not write below this line. For use by State Emergency Medical Services Program

Grant Amount for State to Pay: \$ _____ Grant ID: Code: C60 _____

Approved By: _____
Signature of State EMS Grant Officer Date

State Fiscal Year: 2017 - 2018

<u>Organization Code</u>	<u>E.O.</u>	<u>OCA</u>	<u>Object Code</u>	<u>Category</u>
64-61-70-30-000	05	SF005	750000	059998

Federal Tax ID: VF _____

Grant Beginning Date: _____ Grant Ending Date: _____



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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: September 21, 2017

Meeting Date: October 5, 2017

Name: Katrina Evans

Department: Library

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

Requesting approval for the Library to hold Food for Fines project November 13-19, 2017.

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item

Columbia County Public Library
308 NW Columbia Avenue
Lake City, FL 32055
386-758-1018 * 386-758-2135 Fax

Katrina P. Evans, Library Director

MEMORANDUM

DATE: September 21, 2017

TO: Scott Ward, Assistant County Manager

FR: Katrina Evans, Library Director

RE: Food for Fines Project

Since 2008, the Library has had an annual *Food for Fines* project that has benefitted the Christian Service Center the Fort White United Methodist Church food pantry during the month of November. For every single, non-expired, non-perishable food item, a library patron had \$1.00 deducted from her/his fines and fees. I am requesting approval to do the *Food for Fines* project again this year from November 13-19, 2017.

Please let me know if you need further explanation or information. Thank you for your consideration.



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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: September 21, 2017

Meeting Date: October 5, 2017

Name: Katrina Evans

Department: Library

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

Requesting approval for the Library close on Saturday, December 23 and on Sunday, December 24 (Christmas Eve), in addition to the Christmas Eve/Christmas Day county holidays on December 22 and December 25 (Friday and Monday). Staff who would normally be scheduled to work on December 23 and 24 would have the opportunity to work those hours at another time during the week or to use annual leave.

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item

Columbia County Public Library
308 NW Columbia Avenue
Lake City, FL 32055
386-758-1018 * 386-758-2135 Fax

Katrina P. Evans, Library Director

MEMORANDUM

DATE: September 21, 2017

TO: Scott Ward, Assistant County Manager

FR: Katrina Evans, Library Director

RE: Library Closings for Christmas

I would like to request approval by the Board of County Commissioners for the Library close on Saturday, December 23 and on Sunday, December 24 (Christmas Eve), in addition to the Christmas Eve/Christmas Day county holidays on December 22 and December 25 (Friday and Monday). Staff who would normally be scheduled to work on December 23 and 24 would have the opportunity to work those hours at another time during the week or to use annual leave.

I would provide sufficient public notice in advance of the holiday closings. Please let me know if you need any further information from me. Thank you for your consideration.



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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: September 16, 2017

Meeting Date: October 5, 2017

Name: Kevin Kirby

Department: Public Works

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

Utility Permit from AT&T for NW Eadie Street and Edison Way.

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item

AT&T JOB #:73E61234N

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

Date: 9-14-17 Permit No. County Road NW Eadie St and Edison Way Section No.

Permittee At&t Authorized Agent Rebecca Bonts Email: RBonts@truenetcommunications.com
Address 7666 Blanding Blvd. Jacksonville, FL 32244 Telephone Number 904-777-9052 ext.258

Requesting permission from the Columbia County Board of County Commissioners, hereinafter called the County, to contract, operate and maintain: AT&T JOB #:73E61234N proposes to place aerial fiber cable, buried fiber cable, (2) bores and (1) handhole along NW Eadie St and Edison Way to provide service to 971 W DUVAL ST

Submitted for the Utility Owner by: Rebecca Bonts AT&T Authorized Agent
Typed Name & Title Signature

Date

1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within the corporate limits of Municipality: YES () NO (x). If YES: LAKECITY () FORT WHITE (). A letter of notification was mailed on 9-14-17 to the following utility owners: Columbia Co. utilities

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is Kevin Kirby, located at P.O. Box 969, Lake City, FL 32056 Telephone Number (386) 752-5955. The PERMITTEE's employee responsible for Maintenance of Traffic is Mike Brown, Telephone Number (352) 336-5508 (This name may be provided at the time of the 24 hour notice to starting work).

3. This PERMITTEE shall commence actual construction in good faith within days after issuance of permit, and shall be completed within days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

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

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

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

Utilities Permit

Revised: 08-28-00

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

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

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

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

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

12. Additional Stipulations: _____

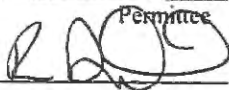
It is understood and agreed that commencement by the PERMITTEE is acknowledgment and acceptance of the binding nature of these special instructions.

Submitted By: Rebecka Bonts

Place Corporate Seal

Attest

Signature

 Permittee

Title: AT&T Authorized Agent

Utilities Permit
Revised: 5/4/99

Recommended for Approval:

Signature: [Signature]

Title : ASS. County Manager

Date : 09-16-17

Approved by Columbia County Board of County Commissioners:

YES () NO ()

Date Approved: _____

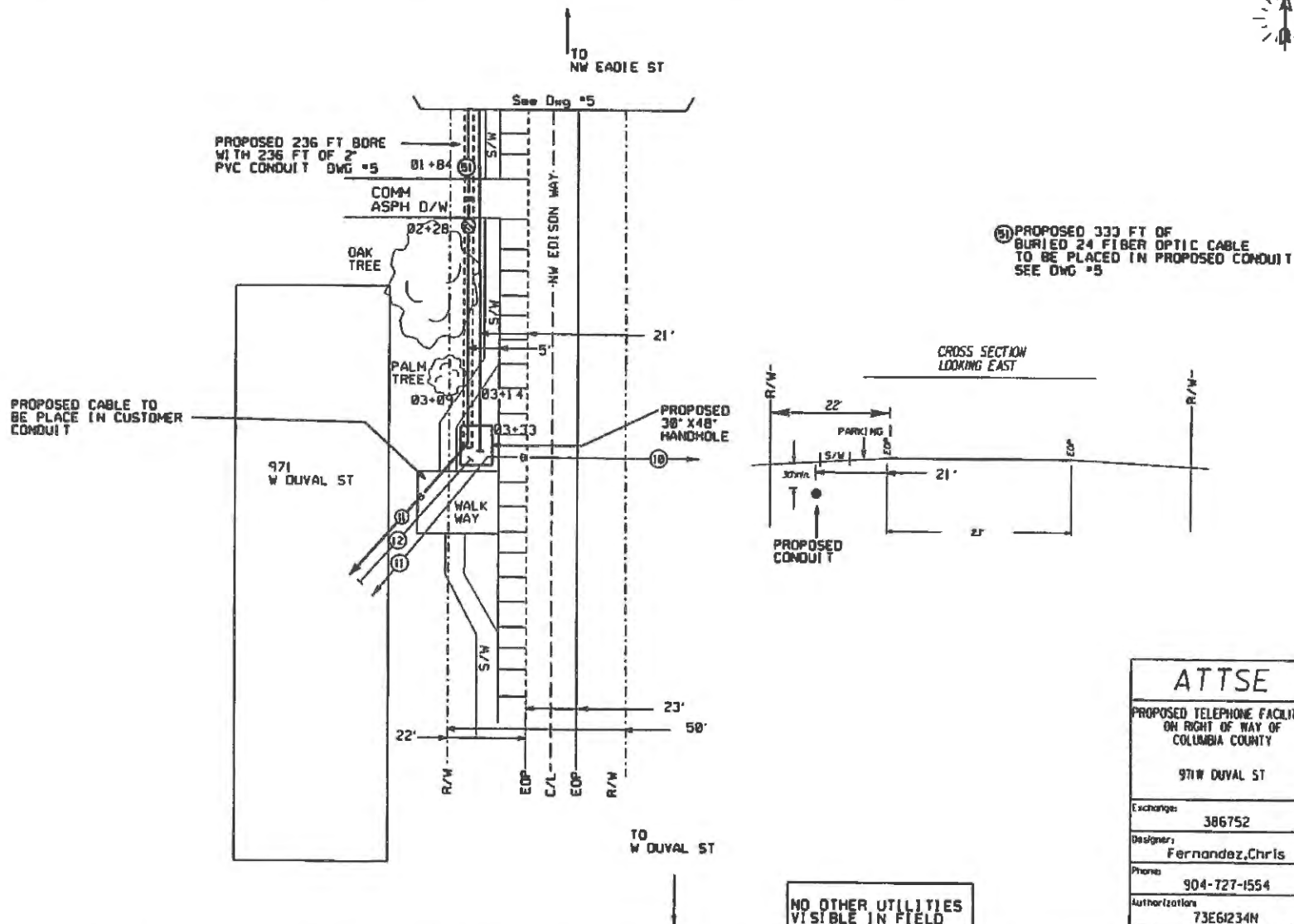
Chairman's Signature: _____

Rec'd
9-15-17



ATTSE			
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF COLUMBIA COUNTY			
97th DUVAL ST			
Exchange:		386752	
Designer:		Fernandez, Chris	
Phone:		904-727-1554	
Authorizations		73E61234H	
Drawn	7	at	7

- ⑩ EXISTING AT&T BURIED CABLE
- ⑪ EXISTING AT&T BURIED CABLE
- ⑫ EXISTING CUSTOMER CONDUIT



ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF COLUMBIA COUNTY	
971 W DUVAL ST	
Exchange:	386752
Designer:	Fernandez, Chris
Phone:	904-727-1554
Authorization:	73E61234N
Dep. 6	of 7

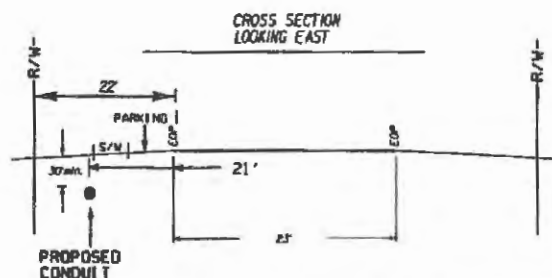
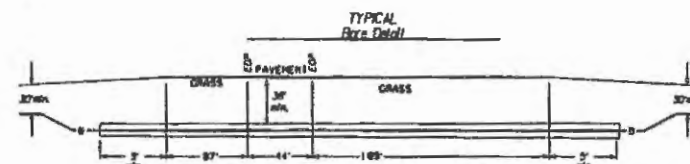
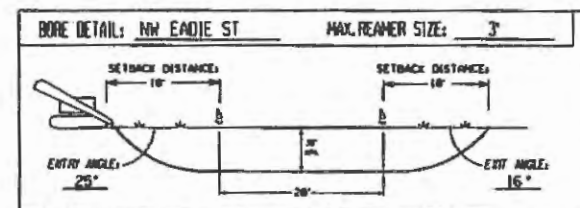
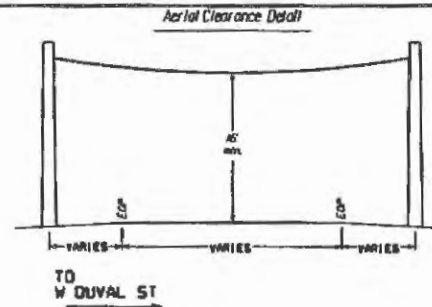
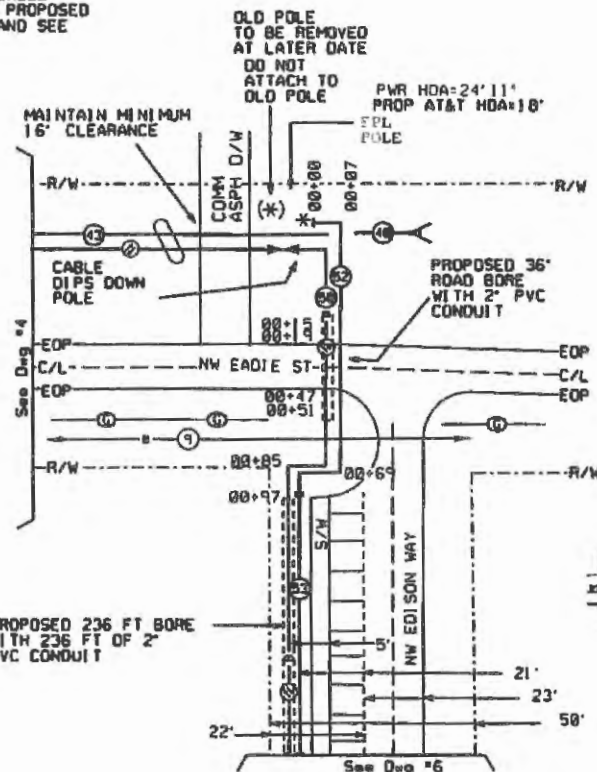
- ① EXISTING AT&T BURIED CABLE
 ② PROPOSED DOWN GUY AND ANCHOR
 ③ PROPOSED 333 FT OF BURIED 24 FIBER OPTIC CABLE TO BE PLACED IN PROPOSED CONDUIT

④ PROPOSED 1304' OF 10M SUPPORT STRAND SEE DWG #2

⑤ PROPOSED 1304' OF 24 FIBER OPTIC CABLE TO BE LASHED TO PROPOSED 10M SUPPORT STRAND SEE DWG #2

⑥ PROPOSED 97 FT OF 2" PVC CONDUIT TO BE PLACED AT 36" DEPTH

⑦ PROPOSED 236 FT BORE WITH 236 FT OF 2" PVC CONDUIT



TO 971 W DUVAL ST

NO OTHER UTILITIES VISIBLE IN FIELD

ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF COLUMBIA COUNTY	
971 W DUVAL ST	
Exchange	386752
Designer	Fernandez, Chris
Phone	904-727-1554
Authorization	73E6234N
Dwg.	5 of 7

⑦ EXISTING
AT&T BURIED
CABLE

⑧ EXISTING AT&T
ANCHOR

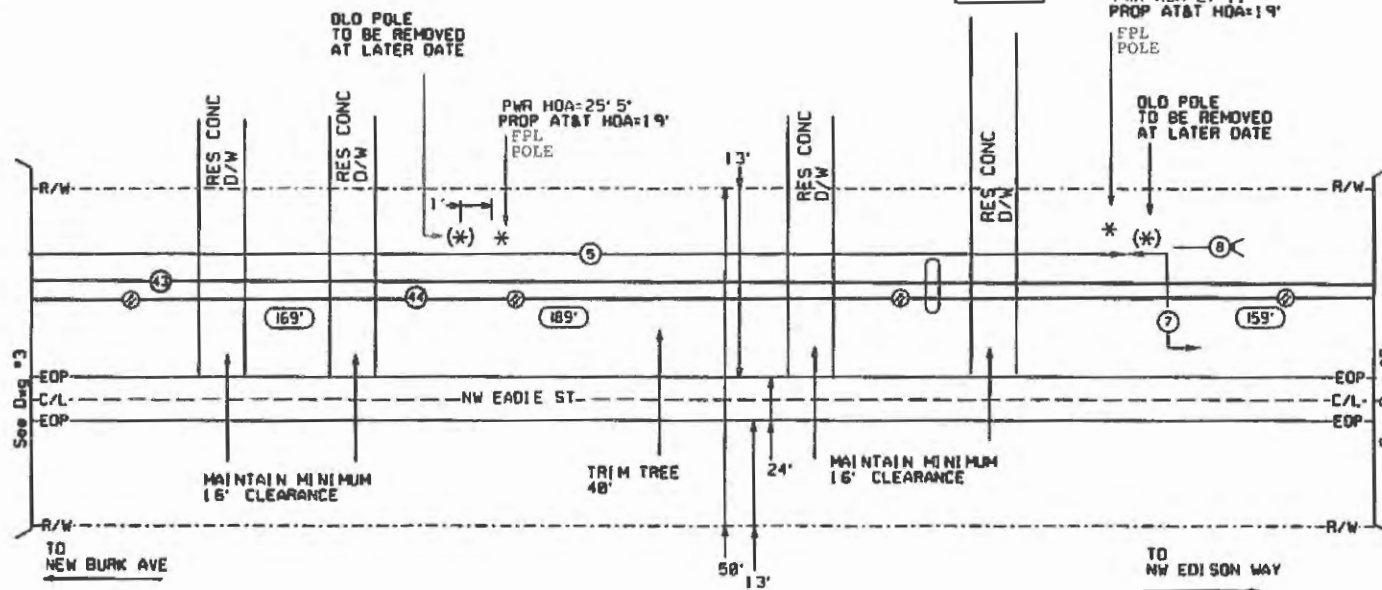
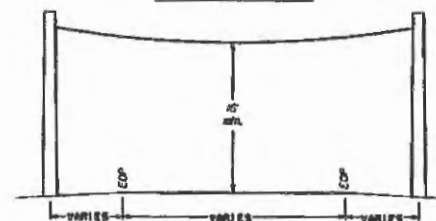
④ PROPOSED 1384' OF 10M
SUPPORT STRAND
SEE DWG #2

④ PROPOSED 1384' OF
24 FIBER OPTIC CABLE
TO BE LASHED TO PROPOSED
10M SUPPORT STRAND SEE
DWG #2

⑤ EXISTING
AT&T AERIAL CABLE

EXISTING AT&T COPPER CABLE
WILL BE TRANSFERRED TO NEW
POLES ON A FUTURE JOB

Aerial Clearance Detail



ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
COLUMBIA COUNTY

97W DUVAL ST

Exchange: 386752

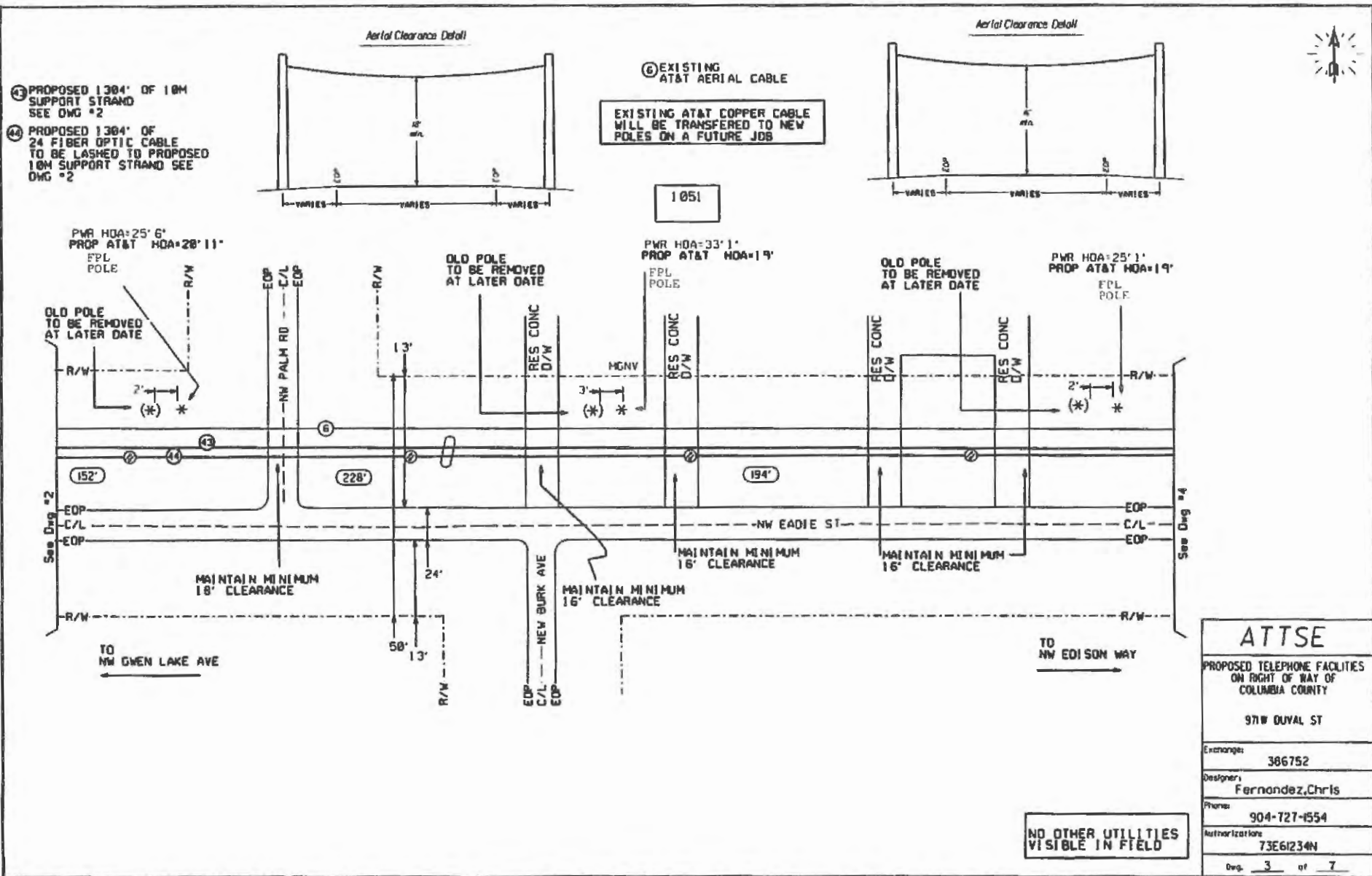
Designer: Fernandez, Chris

Phone: 904-727-1554

Authorization: 73E61234N

Dep. 4 at 7

NO OTHER UTILITIES
VISIBLE IN FIELD



- ① EXISTING AT&T HH
- ② EXISTING AT&T BURIED CABLE
- ③ EXISTING AT&T BURIED CABLE

- ④ PROPOSED DOWN GUY AND ANCHOR

- ⑤ PROPOSED 40 FT OF 4" PVC CONDUIT TO BE PLACED AT 30" DEPTH FROM HH TO POLE

- ⑥ PROPOSED 40 FT OF 24 STRAND FIBER OPTIC CABLE TO BE PLACED IN PROPOSED 2" PVC CONDUIT

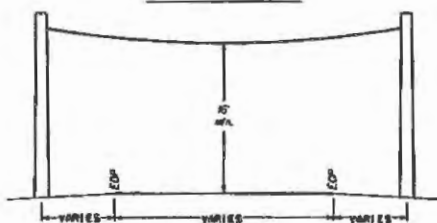
- ⑦ PROPOSED 1304' OF 10M SUPPORT STRAND

- ⑧ PROPOSED 1304' OF 24 FIBER OPTIC CABLE TO BE LASHED TO PROPOSED 10M SUPPORT STRAND

PROPOSED 1304' OF 24 FIBER OPTIC CABLE TO BE LASHED TO PROPOSED 10M SUPPORT STRAND SEE DWG #2

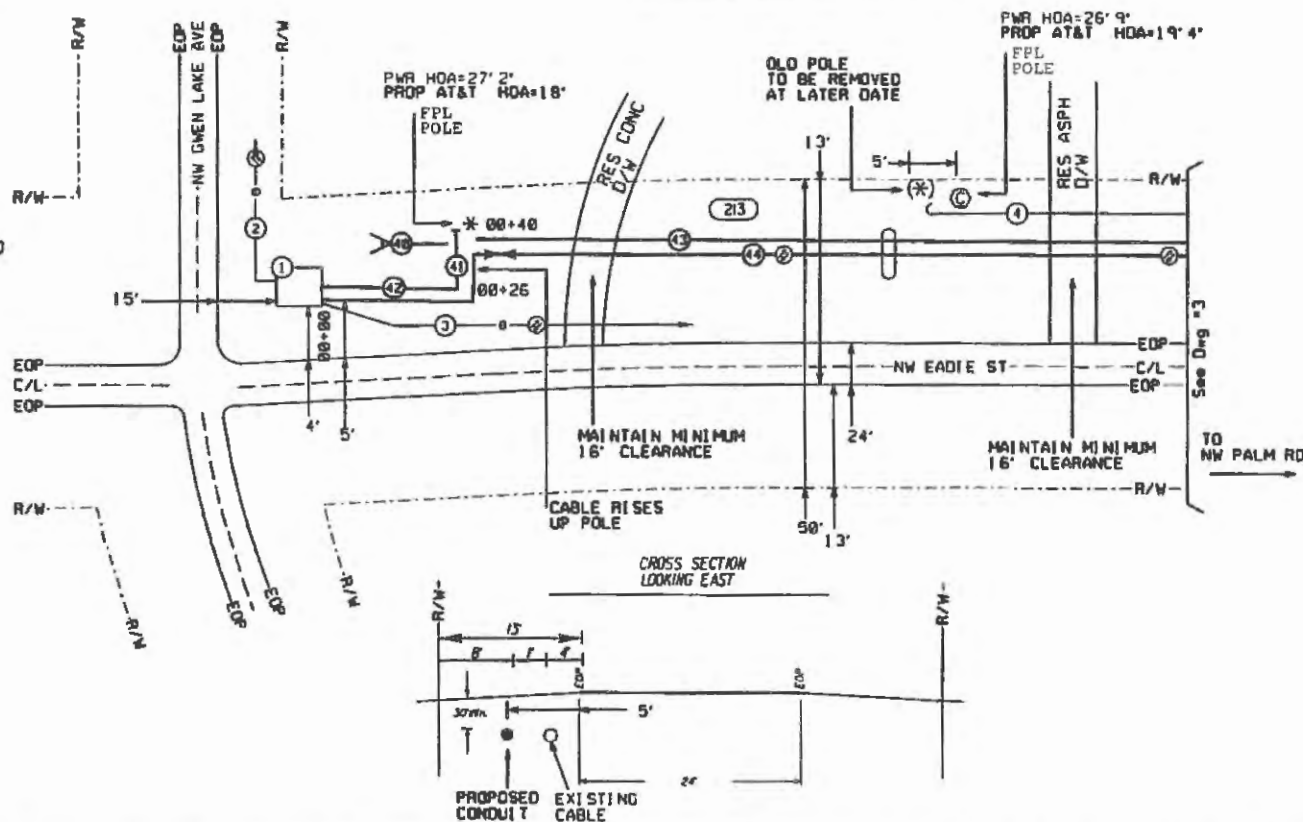
NO OTHER UTILITIES VISIBLE IN FIELD

Aerial Clearance Detail



- ④ EXISTING AT&T AERIAL CABLE

EXISTING AT&T COPPER CABLE WILL BE TRANSFERRED TO NEW POLES ON A FUTURE JOB



ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
COLUMBIA COUNTY

97W DUVAL ST

Exchange: 386752

Designer: Fernandez, Chris

Phone: 904-727-1554

Authorization: 73E6234N

Dwg. 2 of 7

PERMIT NOTES:

AT&T PROPOSES PLACING THE FOLLOWING TELEPHONE FACILITIES:

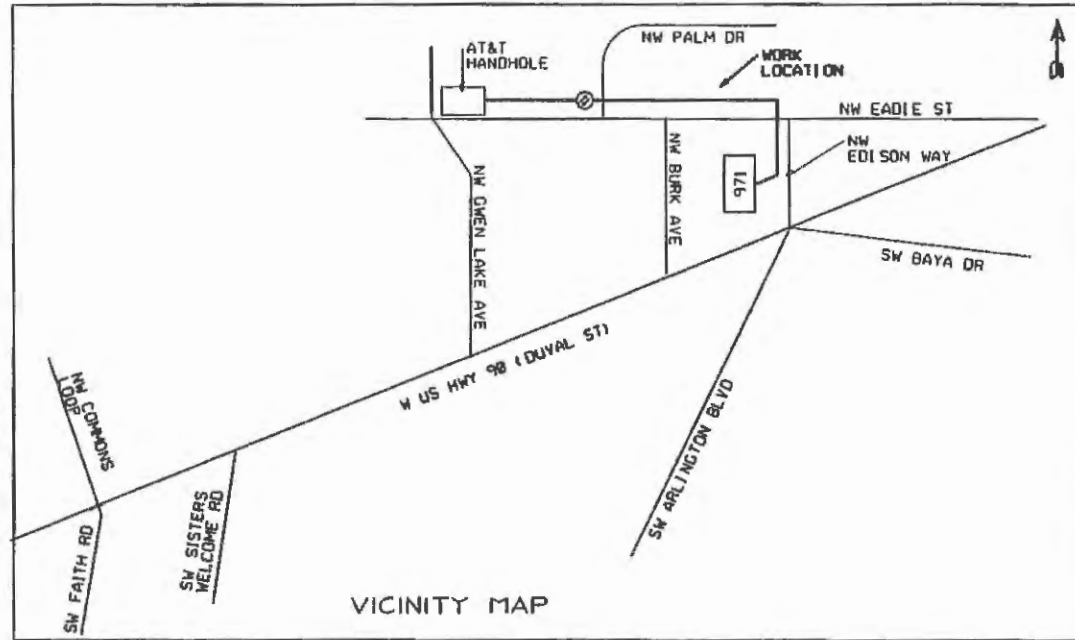
1. 1305 FT OF AERIAL 24 FIBER CABLE
2. 373 FT OF 24 FIBER CABLE TO BE PLACED IN PROPOSED 2" PVC CONDUIT
2. 373 FT OF 2" PVC CONDUIT AT 30" DEPTH
3. (2) BORES
- 4' (30" X48" HANDHOLE

MAINTENANCE OF TRAFFIC

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

SEE DRAWING 7

FOR THE M.O.T. REFERENCES



VICINITY MAP

**CONTACT INFORMATION FOR THE AT&T
BUILD SUPERVISOR:**
MIKE DUGAN 904-843-1766

**CONTACT INFORMATION FOR THE AT&T
FACILITIES INSTALLER (CONTRACTOR):**

DANIELLA CONSTRUCTION CORP. OF FLORIDA, INC.

SATALAG@DANIELLE.COM

SYMBOL LEGEND		
Proposed	Existing	Description
		AERIAL CABLE
		CURBED CABLE
		BOX JOINT-WEATHER
		BOX POLE
		POWER POLE
		JUNCTION & RUN
		PULL SPACE
		ENCLOSURE
		ENCLOSURE
		ENCLOSURE
		CABLE BOREHOLE
		AERIAL SMC WIRE
		CURBED SMC WIRE
		JOINT-FRENCH BOX
		BOX
		BOX PROTECTION
		SPLICING PIT
		TRENCH (SHALLOW)

CALL BEFORE YOU DIG



**DIAL
811**

IT IS THE RESPONSIBILITY OF THE CALLER TO VERIFY THE LOCATION OF UTILITIES PRIOR TO ANY CONSTRUCTION. THE CALLER MUST BE ADVISED OF THE LOCATION OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION. THE CALLER MUST BE ADVISED OF THE LOCATION OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION.



**TrueNet
Communications**
a Fujitsu company

**NO OTHER UTILITIES
VISIBLE IN FIELD**

ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
COLUMBIA COUNTY

971 W DUVAL ST

Exchange: 386752

Designer: Fernandez, Chris

Phone: 904-727-1554

Authorization: 73E61234N

Dep. 1 of 7



16

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: September 21, 2017

Meeting Date: October 5, 2017

Name: Kevin Kirby

Department: Public Works

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

Approval of resolution 2017R-47 and FDOT Compensation Agreement #435679-1-38-02.

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item

**COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2017R-47**

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
APPROVING STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION, REIMBURSEMENT AGREEMENT
WITH COLUMBIA COUNTY, FLORIDA TO FACILITATE
CONSTRUCTION OF SIDEWALK ON GABRIEL PLACE AND
BIRLEY AVENUE FROM PINEMOUNT ELEMENTARY TO US
HIGHWAY 90 IN COLUMBIA COUNTY.**

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

WHEREAS, Columbia County believes it is in the best interest to facilitate the construction of sidewalk on Gabriel Place and Birley Avenue from Pinemount Elementary to US Highway 90 in Columbia County and to enter into a Compensation Agreement for Financial Project ID No. 435679-1-38-02.

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

Section 1. Columbia County, Florida by and through its Board of County Commissioners, approves the State of Florida, Department of Transportation, Reimbursement Agreement as to Financial Project ID No. 435679-1-38-02, a copy of which is attached hereto and made a part hereof.

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

Columbia County, Florida.

UNANIMOUSLY PASSED AND ADOPTED by the Board of County

Commissioners of Columbia County, Florida, at its regular session on _____

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

By: _____
Ronald Williams, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Court

(SEAL)



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, Florida 32025

MIKE DEW
SECRETARY

July 20, 2017

Ronald Williams, Chair
Columbia County BOCC
135 NE Hernando Avenue, Suite 203
Lake City, FL 32056

Subject: LOCAL AGENCY PROGRAM AGREEMENT
Gabriel Place and Birley Avenue from
Pinemount Elementary to US 90
Financial Project ID: 435679-1-38-02

Dear Chair Williams:

Enclosed are two (2) copies of the Local Agency Program Agreement for the subject project. The Agreement details the work that Columbia County will undertake.

Please do not date the Agreement, as other approvals must be secured prior to establishing the execution date. In addition to executing the attached Agreement, a resolution must be adopted and a certified copy attached to each copy of the Agreement.

Element Engineering has been assigned to assist your agency with the design, development of the bid package, and bringing a contractor onboard. Your agency is responsible for managing the assigned consultant. Funding is allocated in the LAP Agreement to support your oversight and project management.

Your assistance in securing execution as soon as possible is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, extension 7391.

Sincerely,

Cheryl McGauley
District Two Local Programs Coordinator

Enclosures (2)

cc: Chad Williams, County Engineer
Ben Scott, County Manager
Katrina Sadler, District Program Services Manager
Dave Cerlanek, District Program Administration Engineer
Jeff Scott, District Safety Program Engineer

www.dot.state.fl.us

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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PROGRAM MANAGEMENT
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FPN: 435679-1-38-02	FPN: _____	FPN: _____
Federal No (FAIN): D217-119-B	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: TALT	Fund: _____	Fund: _____
Org Code: 55023010248	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____

County No: 29	Contract No: _____	
Local Agency Vendor No: F596000564005		Local Agency DUNS No: 065924409
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

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

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

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

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the project management of the design phase of a concrete sidewalk on Gabriel Place & Birley Avenue from Pinemount Elementary to US 90, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before 12/31/2019. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

- A. The total cost of the Project is \$ 15,000.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$15,000.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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PROGRAM MANAGEMENT
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- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

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

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
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Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
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of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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

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

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

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

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

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

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

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

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

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

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

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Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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

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

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

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

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

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closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Indemnification and Insurance:

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

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

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

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

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

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

16. Miscellaneous Provisions:

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

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

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

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LOCAL AGENCY PROGRAM AGREEMENT

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

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY COLUMBIA COUNTY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

By: _____

Name: Greg Evans

Title: District Two Secretary

Attest: _____

Title:

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$15,000.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 435679-1-38-02

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

Columbia County

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.25 miles - from mile post 0 to mile post 1.25

PROJECT DESCRIPTION: Project management of the design phase of a concrete sidewalk on Gabriel Place and Birley Avenue from Pinemount Elementary to US 90.

SPECIAL CONSIDERATIONS BY AGENCY:

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

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

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

- a) Study to be completed by N/A.
- b) Design to be completed by 5/9/2019.
- c) Right-of-Way requirements identified and provided to the Department by 8/30/2018.
- d) Right-of-Way to be certified by 11/30/2018.
- e) Construction contract to be let by N/A.
- f) Construction to be completed by N/A.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: Columbia County will provide project management of the design contract that has been procured by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Columbia County P.O. Drawer 1529 Lake City, FL 32056	FPN: 435679-1-38-02
---	---------------------

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
Total Planning Cost				
Project Development & Environment (PD&E) - 28				
FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
Total PD&E Cost				
Design - 38 FY: 2017-2018	15,000	_____	_____	15,000
FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
Total Design Cost	15,000			15,000
Right-of-Way - 48 FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
Total Right-of-Way Cost				
Construction-58 FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
Total Construction Cost				
Construction Engineering and Inspection (CEI) - 68				
FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
Total CEI Cost				
Operations - 88 FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____
Total Operations Costs				
TOTAL COST OF THE PROJECT	15,000			15,000

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.



17

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: September 26, 2017

Meeting Date: October 5, 2017

Name: Kevin Kirby

Department: Public Works

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

Approve use of sick leave for Randy Cliff

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

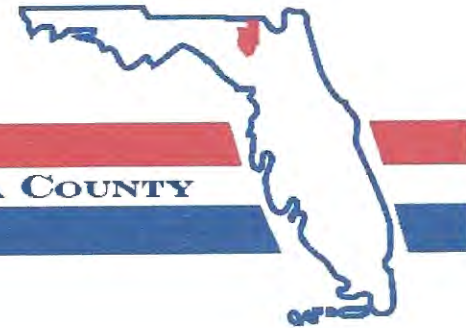
For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: September 25, 2017
To: Ben Scott, County Manager
From: Kevin Kirby, Assistant County Manager
RE: Randy Cliff

Randy Cliff has been an employee at Public Works since February, 2006. In August, 2017, Randy's partner of 20 years, "Birdie", fell and broke both of her legs and ankles. After extensive surgery she was released to go home on August 23, 2017. Since that time Randy has had to take off work to care for her as she is bedridden.

At the time of the accident, Randy had accrued 413.50 hours of sick leave and 201.60 hours of annual leave. He requested to use his sick leave as he was caring for in his mind, a family member.

Last week he was informed by HR that he would not be able to use his sick leave as his partner does not meet the definition of immediate family as they are not legally married. Randy was told that he would have to use his annual leave and that when he ran out he could have other co-workers donate leave to him. I do not find any stipulation for transfer of annual leave to another employee in the Policies and Procedures manual.

Even though Mr. Cliff and his partner are not legally married I am asking for an exception to be made and allow Mr. Cliff to use his accrued sick leave.



18

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: September 28, 2017

Meeting Date: October 5, 2017

Name: Kevin Kirby

Department: Public Works

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

Approval of emergency purchases for Hurricane Irma

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☐

N/A

☒

Yes Account No. 00121215253052

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

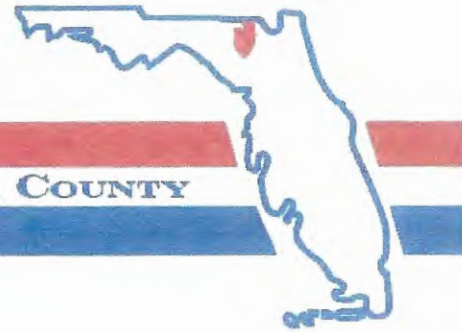
For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: September 28, 2017
To: Ben Scott, County Manager
From: Kevin Kirby, Assistant County Manager
RE: Emergency Purchases/Hurricane Irma

A handwritten signature in blue ink, appearing to be 'K Kirby', is written over the 'From:' line of the memo.

The following purchases were made on an emergency basis to prepare for or in response to Hurricane Irma:

1. Peterson Industries \$5,273.721. Part needed immediately to repair debris pickup truck.
2. Columbia Ready Mix \$12,084.75. Sand to fill sand bags.
3. Columbia Ready Mix \$6,637.50. Sand to fill sand bags.
4. Columbia Ready Mix \$13,629.00. Sand to fill sand bags.
5. Whitehead Hardware Company \$4,800. Sandbags.
6. Sandbagger \$7,918.00 Sandbags.
7. Sunbelt Rentals \$4264.25 Rental of suction and discharge hoses.

Quotes were not obtained for the above items due to the time constraints we were under to prepare due to quantities being unknown, availability, and unforeseen breakdown of truck.

Please approve the above purchases outside normal purchasing policies and procedures.

WHITEHEAD HARDWARE COMPANY
P.O. BOX 1629
VALDOSTA, GA 31601

VENDOR #
2462

SHIP TO:
COLUMBIA COUNTY
ROAD DEPARTMENT - SHIP TO
607 NW QUINTEN ST
LAKE CITY, FL 32055

INVOICE TO:
COLUMBIA COUNTY
P.O. BOX 1529
LAKE CITY, FL 32056

DELIVER BY: SHIP VIA:
09/15/17

TERMS
NET

REQUISITIONED BY
C BRECHEEN

ACCOUNT NO.
001-2121-525.30-52

PROJECT
IRMA

REQ. NO.
23943

REQ. DATE
09/15/17

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	12000.00	EA	IRMA Sandbags	.4000	4800.00
SUB-TOTAL					4800.00
TOTAL					4800.00

REMARKS:
Emergency purchase memo to be attached.

AUTHORIZED BY

C. Ray Hill
PURCHASING AGENT

COLUMBIA READY MIX
P.O. BOX 2101
LAKE CITY, FL 32056

VENDOR #
325

SHIP TO:
COLUMBIA COUNTY
ROAD DEPARTMENT - SHIP TO
607 NW QUINTEN ST
LAKE CITY, FL 32055

INVOICE TO:
COLUMBIA COUNTY
P.O. BOX 1529
LAKE CITY, FL 32056

DELIVER BY: SHIP VIA:
09/15/17

TERMS
NET

REQUISITIONED BY
C BRECHEEN

ACCOUNT NO.
001-2121-525.30-52

PROJECT
IRMA

REQ. NO.
23939

REQ. DATE
09/15/17

LINE#	QUANTITY	UOM	ITEM NO.	AND DESCRIPTION	UNIT COST	EXTENDED COST
1	462.00	EA		SAND	29.5000	13629.00
SUB-TOTAL						13629.00
TOTAL						13629.00

REMARKS:
Emergency purchase memo to be attached.

AUTHORIZED BY


PURCHASING AGENT

COLUMBIA READY MIX
P.O. BOX 2101
LAKE CITY, FL 32056

VENDOR #
325

SHIP TO:
COLUMBIA COUNTY
ROAD DEPARTMENT - SHIP TO
607 NW QUINTEN ST
LAKE CITY, FL 32055

INVOICE TO:
COLUMBIA COUNTY
P.O. BOX 1529
LAKE CITY, FL 32056

DELIVER BY: SHIP VIA:
09/15/17

TERMS
NET

REQUISITIONED BY
C BRECHEEN

ACCOUNT NO.
001-2121-525.30-52

PROJECT
IRMA

REQ. NO.
23940

REQ. DATE
09/15/17

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	225.00	EA	SAND FOR SAND BAGS	29.5000	6637.50
				SUB-TOTAL	6637.50
				TOTAL	6637.50

REMARKS:
Emergency purchase memo to be attached.

AUTHORIZED BY


PURCHASING AGENT

COLUMBIA READY MIX
P.O. BOX 2101
LAKE CITY, FL 32056

VENDOR #
325

SHIP TO:
COLUMBIA COUNTY
ROAD DEPARTMENT - SHIP TO
607 NW QUINTEN ST
LAKE CITY, FL 32055

INVOICE TO:
COLUMBIA COUNTY
P.O. BOX 1529
LAKE CITY, FL 32056

DELIVER BY: SHIP VIA:
09/15/17

TERMS
NET

REQUISITIONED BY
C BRECHEEN

ACCOUNT NO.
001-2121-525.30-52

PROJECT
IRMA

REQ. NO.
23941

REQ. DATE
09/15/17

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	109.50	EA	SAND FOR SAND BAGS	25.5000	2792.25
2	315.00	EA	SAND FOR SAND BAGS	29.5000	9292.50
SUB-TOTAL					12084.75
TOTAL					12084.75

REMARKS:
Emergency purchase memo to be attached.

AUTHORIZED BY


PURCHASING AGENT

THE SANDBAGGER, LLC
765 S STATE ROUTE 83
ELMHURST, IL 60126

VENDOR #
5125

SHIP TO:
COLUMBIA COUNTY
ROAD DEPARTMENT - SHIP TO
607 NW QUINTEN ST
LAKE CITY, FL 32055

INVOICE TO:
COLUMBIA COUNTY
P.O. BOX 1529
LAKE CITY, FL 32056

DELIVER BY: SHIP VIA:
09/15/17

TERMS
NET

REQUISITIONED BY
C BRECHEEN

ACCOUNT NO.
001-2121-525.30-52

PROJECT
IRMA

REQ. NO.
23942

REQ. DATE
09/15/17

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	5130.00	EA	SAND BAGS--DRAW DOWN	1.0000	5130.00
2	2788.00	EA	SHIPPING	1.0000	2788.00
SUB-TOTAL					7918.00
TOTAL					7918.00

REMARKS:
Emergency purchase memo to be attached.

AUTHORIZED BY


PURCHASING AGENT

PETERSEN INDUSTRIES, INC.
4000 STATE RD. 60 W
LAKE WALES, FL 33859

VENDOR #
1733

SHIP TO:
COLUMBIA COUNTY
ROAD DEPARTMENT - SHIP TO
607 NW QUINTEN ST
LAKE CITY, FL 32055

INVOICE TO:
COLUMBIA COUNTY
P.O. BOX 1529
LAKE CITY, FL 32056

DELIVER BY: SHIP VIA:
09/20/17

TERMS
NET

REQUISITIONED BY
C BRECHEEN

ACCOUNT NO.
001-2121-525.30-52

PROJECT
IRMA

REQ. NO.
23948

REQ. DATE
09/20/17

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	ACTUATOR	5173.7100	5173.71
2	1.00	EA	SHIPPING	100.0000	100.00
SUB-TOTAL					5273.71
TOTAL					5273.71

REMARKS:
Emergency purchase memo to be attached.

AUTHORIZED BY


PURCHASING AGENT



19

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: September 21, 2017Meeting Date: October 5, 2017Name: Ray HillDepartment: Purchasing

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

Review and approve final ranking and beginning of negotiations with No. 1 ranked firm Darabi & Associates.

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☐

N/A

☒Yes Account No. 401342053443031☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:☒

Consent Item

☐

Discussion Item

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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: September 21, 2017
To: Board of Commissioners
From: Ray Hill, Purchasing Director
RE: RFQ 2017-V Landfill Engineering

A handwritten signature in blue ink that reads "C. Ray Hill".

An evaluation committee consisting of Kevin Kirby, Ed Lontz, Pam Davis, and Chad Williams ranked the RFQ's received for Landfill Engineering Services. The ranking is as follows:

1. Darabi & Associates
2. HDR
3. Dewberry

I am requesting the board approve this ranking and the commencement of negotiations with the No. 1 ranked firm Darabi & Associates.

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

Final Ranking
Landfill Engineering
RFP 2017-V

Columbia County, Florida
Board of County Commissioners
Criteria for Ranking:

[illegible]

Signature of Rater: _____

Print Name: _____



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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: September 28, 2017Meeting Date: October 5, 2017Name: Ray HillDepartment: Purchasing

Division Manager's Signature: _____

1. Nature and purpose of agenda item:**Approve Ranking for RFP 2017-U CDBG Grant Administrative Services and Environmental Review**

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☐

N/A

☒

Yes Account No.

40533055333131/30354115413231☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:☒

Consent Item

☐

Discussion Item

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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: September 28, 2017
To: Board of Commissioners
From: Ray Hill, Purchasing Director
RE: RFP 2017-U CDBG Grant Admin. and Environmental Review

C. Ray Hill

On September 28, 2017 an evaluation committee consisting of David Kraus, Chad Williams, and Lacey Boatright met and ranked the proposals for the above referenced project as follows:

1. Guardian Community Resource Management, Inc.
2. Fred Fox Enterprises, Inc.
3. North Florida Professional Services, Inc.

I am requesting approval of the above ranking and permission to contract with the number one ranked firm for CDBG Grant Administrative Services and Environmental Review.

FINAL RANKING
CDBG Grant Environmental Review and Administratin
RFP 2017-U

Columbia County, Florida
Board of County Commissioners
Criteria for Ranking:

Firm	David Kraus	Lacey Boatright	Chad Williams						
									Total Score
Guardian	3	1	1						1
North Florida Prof. Sevices	2	3	2						3
Fred Fox	1	2	3						2

Signature of Rater: _____

Print Name: __ C.Ray Hill



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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: September 29, 2017Meeting Date: October 5, 2017Name: Mario CoppockDepartment: RecreationDivision Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

Recreation Department Budget Amendment BA 17-69 \$11,325

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☐

N/A

☐

Yes Account No. _____

☒

No Please list the proposed budget amendment to fund this request

Budget Amendment Number:

BA 17-69

Fund:

001-GENERAL FUND**FROM:**001-8400-584.90-99RESERVES / CONTINGENCY/RESERVE001-8400-584.90-99RESERVES / CONTINGENCY/RESERVE**TO:**001-7200-572.10-12PERSONAL SERVICES / REGULAR SALARIES001-7200-572.30-46OPERATING EXPENDITURES / REPAIRS & MAINTENANCE**AMOUNT:**

\$7,900.00

\$3,425.00

For Use of County Manger Only:☒

Consent Item

☐

Discussion Item



Columbia County Recreation Department

Post Office Box 1529 • 255 NE Coach Anders Lane

Lake City, FL 32056

Telephone: 386-754-7095 • Fax 386-754-7097 • Email: mario_coppock@columbiacountyfla.com

Mario A. Coppock, CPRP, CPM

Director

MEMORANDUM

DATE: September 29, 2017

TO: Scott Ward, Assistant County Manager

FR: Mario A. Coppock, Recreation Director

A handwritten signature in blue ink, appearing to read "M.A.C.", is placed over the "FR:" line.

RE: Budget Amendment

The Recreation Department would like to request a budget amendment to cover additional expenses incurred during the 16-17 FY. Additional purchases were required to replace and repair essential equipment as well as install safety equipment in the gymnasium.

Please see attached documentation for a list of unexpected repair and maintenance items as well as a list of the outstanding purchases the amendment will cover.

The Mission of the Columbia County Recreation Department is to meet the community's need for diverse, affordable, professionally managed recreation programs for children and adults, while maintaining a clean and safe environment.

2016-17 Recreation Expenses

Repair and Maintenance- 001.7200.572.30-46

Unexpected Repairs

- \$1,600.00- Roof Repair by O'Neal Roofing
- \$389.50- Stanley Security System Repair
- \$262.00- Electro-Mech- scoreboard repair
- \$2,050.00- BSN Sports- Safety Padding under goals in gymnasium
- \$3,453.96- Strictly Technology- network switch and camera system updates
- \$359.90- Tennant Co.- repairs and parts for floor scrubbing machine
- 481.20- NAPA Auto Parts- replacement batteries for floor scrubbing machine
- Total- \$8,596.56

Communications- 001.7200.572.30-41

Comcast Charges now passed on to departments

\$2,000.00 budgeted, total charges \$3,174.03

Budget Impact of \$1,174.03

2017 Year End Budget Amendment Request

Outstanding Expenses:

Vendor	Item Description	Account	Amount
Lowe's	Fasteners and Screws	001.7200.572.30-46	\$19.00
Dollar General	Detergent and Fresheners	001.7200.572.30-46	\$48.45
7 Eleven	Gas for travel from FRPA	001.7200.572.30-56	\$40.00
Exxon Mobil	Gas for travel to FRPA	001.7200.572.30-56	\$40.00
Enterprise	Rental vehicle for FRPA	001.7200.572.30-40	\$206.99
Omni Hotel	Lodging for FRPA	001.7200.572.30-40	\$417.00
Trane	A/C Repairs	001.7200.572.30-46	\$298.33
Stanley Security	Security Monitoring	001.7200.572.30-34	\$324.72
United Refrigeration	A/C Filters	001.7200.572.30-46	\$57.12
Sherwin-Williams	Pain and rollers	001.7200.572.30-46	\$20.57
Lowe's	Screws	001.7200.572.30-46	\$20.00
Cintas #148	Uniforms and Mats	001.7200.572.30-34	\$23.62
NAPA Auto Parts	Batteries for floor machine	001.7200.572.30-46	\$481.20
Cintas #148	Uniforms and Mats	001.7200.572.30-34	\$23.62
Cintas #148	Uniforms and Mats	001.7200.572.30-34	\$23.62
Cintas #148	Uniforms and Mats	001.7200.572.30-34	\$23.62
	Petty Cash Reimbursement		\$72.18
Total			<u>\$2,140.04</u>



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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: September 26, 2017

Meeting Date: October 5, 2017

Name: David Kraus

Department: Community Development Block Grant

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

A RESOLUTION AUTHORIZING THE COUNTY MANAGER, BEN SCOTT TO SIGN AND EXECUTE COMMUNITY DEVELOPMENT BLOCK GRANT DOCUMENTS UNDER CONTRACT 17DB-OJ-03-22-01-N-16

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

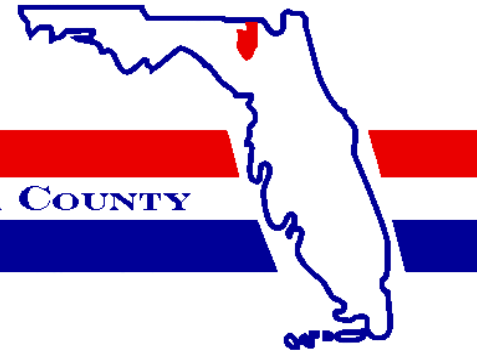
For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

DATE: September 26, 2017

TO: Columbia County Board of County Commissioners

FR: David Kraus, Risk manager 

RE: Authorize County Manager to Sign CDBG Documents

The County recently received the fully executed subgrant agreement with the Florida Department of Economic Opportunity for the FFY 2015 CDBG Small Cities Grant for the \$750,000 Neighborhood Revitalization project in Plantation Park. As with all CDBG grants, this project will require compliance with federal regulations with the accompanying reporting requirements. HUD and DEO will allow the County Manager to sign these documents upon the Board of County Commissioners adopting a resolution. This resolution has been reviewed by the County Attorney.

We are requesting the Columbia County Board of County Commissioners adopt Resolution Number 2017R-49 authorizing the County Manager Ben Scott to sign and execute Community Development Block Grant documents under contract 17DB-OJ-22-01-N-16.

RESOLUTION NUMBER 2017R-49

**A RESOLUTION AUTHORIZING THE COUNTY MANAGER,
BEN SCOTT TO SIGN AND EXECUTE COMMUNITY
DEVELOPMENT BLOCK GRANT DOCUMENTS UNDER
CONTRACT 17DB-OJ-03-22-01-N-16**

WHEREAS, The US Department of Housing and Urban Development administers the Small Cities Community Development Block Grant program at the federal level and distributes these CDBG grant funds to the States and the Florida Department of Economic Opportunity has awarded Columbia County an FFY 2015 Small Cities Community Development Block Grant for Neighborhood Revitalization; and

WHEREAS, Columbia County Board of County Commissioners has accepted this award and has executed a contract with the Florida Department of Economic Opportunity , number 17DB-OJ-03-22-01-N-16, by signature of the Chair on July 20,2017; and

WHEREAS, the Columbia County Board of County Commissioners wishes to simplify the administration of this federal grant by authorizing the County Manager, Ben Scott, to sign and execute grant documentation consistent with federal regulations;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY That the County Manager, Ben Scott, is hereby authorized to sign Small Cities CDBG grant documents under the contract number 17DB-OJ-03-22-01-N-16.

Adopted this ____ day of _____ 2017.

**COLUMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS**

Ronald Williams, Chairman

ATTEST:

P. DeWitt Cason, Clerk



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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: September 26, 2017

Meeting Date: October 5, 2017

Name: David Kraus

Department: Economic Development

Division Manager's Signature: _____

Ben Scott

1. Nature and purpose of agenda item:

To authorize an application to the Florida Job Growth Grant for \$3,135,600 for the construction of Phase I Rail Spur

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

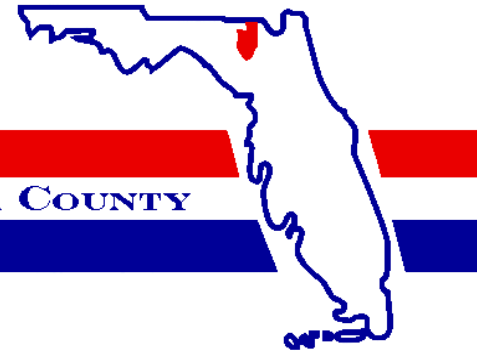
For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

DATE: September 26, 2017

TO: Columbia County Board of County Commissioners

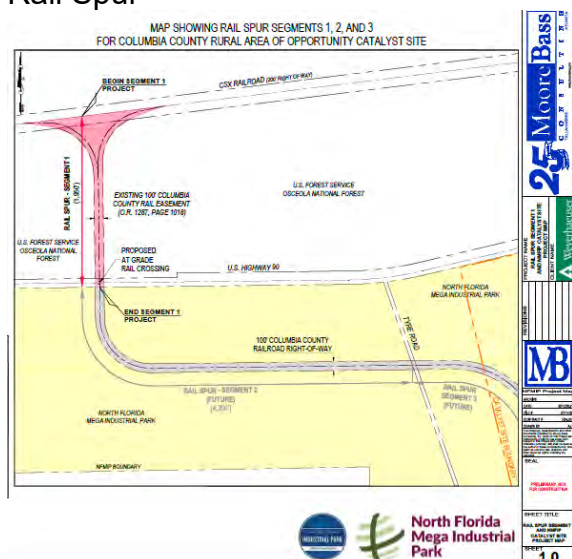
FR: David Kraus, Risk manager 

RE: Application for Florida Job Growth Grant

The Columbia County Economic Development Department proposes to apply for a \$3,135,600 funds from the Florida Job Growth Grant to extend a rail spur from the CSX railroad to the North Florida Mega Industrial Park along County rail easements.

The US Forestry Service and Columbia County have agreed to an easement from the CSX rail line that crosses the National Forest and US-90 to serve all parcels within the Industrial Park. This grant would fund the construction of Phase 1 of the rail spur, rail switches and the at-grade crossing of US 90 bringing rail service to the Industrial Park boundary. Columbia County will own and maintain the improvements. This grant requires no match. Moore Bass Consulting has completed the engineering, design and permitting making the project "shovel ready".

We are requesting the Columbia County Board of County Commissioners authorize an application to the Florida Job Growth Grant for \$3,135,600 for the construction of Phase I Rail Spur



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



Florida Job Growth Grant Fund Public Infrastructure Grant Proposal

Proposal Instructions: The Florida Job Growth Grant Fund Proposal (this document) must be completed by the governmental entity applying for the grant and signed by either the chief elected official, the administrator for the governmental entity or their designee. Please read the proposal carefully as some questions may require a separate narrative to be completed.

Governmental Entity Information

Name of Governmental Entity: Columbia County

Government Federal Employer Identification Number: 59-6000564

Contact Information:

Primary Contact Name: Glenn Hunter

Title: Director of Economic Development

Mailing Address: 971 W Duval Street, Suite 150
Lake City, Florida 32055

Phone Number: 386-758-1033

Email: ghunter@columbiacountyfla.com

Public Infrastructure Grant Eligibility

Pursuant to section 288.101, F.S., the Florida Job Growth Grant Fund was created to promote economic opportunity by improving public infrastructure and enhancing workforce training. Eligible governmental entities that wish to access this grant fund must submit public infrastructure proposals that:

- Promote economic recovery in specific regions of the state, economic diversification or economic enhancement in a targeted industry. (View Florida's [Targeted Industries here.](#))
- Are not for the exclusive benefit of any single company, corporation or business entity.
- Are for infrastructure that is owned by the public and is for public use or predominately benefits the public.

1. Program Requirements:

Each proposal must include the following information describing how the project satisfies eligibility requirements listed on page 1.

- A. Provide the title and a detailed description of the public infrastructure improvements.

Please see Columbia County FJGGF North Florida Mega Industrial Park (NFMIP) - Rail Spur Project Narrative 2017 Attachment 1. A

- B. Is this infrastructure owned by the public?

☒ Yes ☐ No

- C. Is this infrastructure for public use or does it predominately benefit the public?

☒ Yes ☐ No

- D. Will the public infrastructure improvements be for the exclusive benefit of any single company, corporation or business entity?

☐ Yes ☒ No

- E. Provide a detailed explanation of how the public infrastructure improvements will connect to a broader economic development vision for the community and benefit additional current or future businesses.

Please see Columbia County - FJGGF NFMIP Rail Spur Project Narrative 2017" Attachment 1. E.

F. Provide a detailed description of, and quantitative evidence demonstrating, how the proposed public infrastructure project will promote:

- Economic recovery in specific regions of the state;
- Economic diversification; or
- Economic enhancement of a Targeted Industry (View Florida's [Targeted Industries here.](#))
 - As part of this response, describe how the project will promote specific job growth. Include a description of the number of jobs that will be retained or created, the average wages of such jobs, and in which industry(ies) the jobs will be created using the North American Industry Classification System ([NAICS](#)) codes. Where applicable, you may list specific businesses that will retain or grow jobs or make capital investment.
 - Further, include the economic impact on the community, region, or state and the associated metrics used to measure the success of the proposed project.

Please see Columbia County - FJGGF NFMiP Rail Spur Project Narrative 2017"
Attachment 1. F.

2. Additional Information:

- A. Is this project an expansion of an existing infrastructure project?

☐ Yes ☒ No

- B. Provide the proposed commencement date and number of days required to complete construction of the public infrastructure project.

Proposed commencement Q1 of 2018 and completion by Q4 of 2018.

- C. What is the location of the public infrastructure? (Provide the road number, if applicable.)

Rail spur will cross US Highway 90 three miles east of Lake City (5994 E US Hwy 90)

- D. Who is responsible for maintenance and upkeep? (Indicate if more than one are applicable.)

☐ Federal ☐ State ☒ County ☐ City ☐ Other _____

- E. What permits are necessary for the public infrastructure project?

ERP, NWP-14, FDOT Grade Crossing

- F. Detail whether required permits have been secured, and if not, detail the timeline for securing these permits. Additionally, if any required permits are local permits, will these permits be prioritized?

All required permits have been submitted to the appropriate agencies. The FDOT grade crossing permit is currently under review. We anticipate all permits to be approved by the fall of 2017. The USACE has just provided their approval of the NWP-14 Permit.

- G. What is the future land use and zoning designation on the proposed site of the infrastructure improvements, and will the improvements conform to those uses?

The NFMIP site has a Mixed Use Development and Conservation Future Land Use Map Designation and a Mixed Use Development - Intermodal ("MUD-I") and Conservation Zoning Designation. The NFMIP conforms with these designations. Please see Columbia County - FJGGF NFMIP Rail Spur Project Narrative 2017" Attachment A. VII. Statement of Land Use and Zoning letter, Future Land Use and Zoning Maps

- H. Will an amendment to the local comprehensive plan or a development order be required on the site of the proposed project or on adjacent property to accommodate the infrastructure and potential current or future job creation opportunities? If yes, please detail the timeline.

☐ Yes ☒ No

-
- I. Is the project ready to commence upon grant fund approval and contract execution? If no, please explain.

☒ Yes ☐ No

-
- J. Does this project have a local match amount?

☐ Yes ☒ No

If yes, please describe the entity providing the match and the amount.

Weyerhaeuser and Columbia County have expended considerable time and funds to bring the project to a shovel ready condition. Please refer to budget narrative.

-
- K. Provide any additional information or attachments to be considered for this proposal.

See Attached Maps.

3. Program Budget

Estimated Costs and Sources of Funding: Include all applicable public infrastructure costs and other funding sources available to support the proposal.

A. Public Infrastructure Project Costs:

Construction	<u>\$ 3,135,600</u>
Reconstruction	<u>\$ 0.00</u>
Design & Engineering	<u>\$ 3,725,500</u>
Land Acquisition	<u>\$ 1,125,000</u>
Land Improvement	<u>\$ 0.00</u>

Other	<u>\$</u>
Total Project Costs	<u>\$ 7,986,100</u>

Please
Specify: _____

B. Other Public Infrastructure Project Funding Sources:

City/County	<u>\$</u>
Private Sources	<u>\$ 4,250,500</u>
Other (grants, etc.)	<u>\$ 600,000</u>
Total Other Funding	<u>\$ 4,850,500</u>

Weyerhaeuser
Please
Specify: OTTED/DEO

Total Amount Requested	<u>\$ 3,135,600</u>
-------------------------------	----------------------------

Note: The total amount requested must equal the difference between the public infrastructure project costs in 3.A. and the other public infrastructure project funding sources in 3.B.

C. Provide a detailed budget narrative, including the timing and steps necessary to obtain the funding and any other pertinent budget-related information.

Please see Columbia County - FJGGF NFMIP Rail Spur Project Narrative 2017" Attachment 3. C.

4. Approvals and Authority

- A. If the governmental entity is awarded grant funds based on this proposal, what approvals must be obtained before it can execute a grant agreement with the Florida Department of Economic Opportunity (e.g., approval of a board, commission or council)?

A grant award will only need the approval of the Columbia County Board of County Commissioners. The Columbia County Board of County Commissioners are supportive of this grant application.

- B. If approval of a board, commission, council or other group is needed prior to execution of an agreement between the governmental entity and the Florida Department of Economic Opportunity:

- i. Provide the schedule of upcoming meetings for the group for a period of at least six months.

The County Commissioners meet the first and third Thursdays of every month.

- ii. State whether that group can hold special meetings, and if so, upon how many days' notice.

The Chair can call a special meeting with 72 hours notice.

- C. Attach evidence that the undersigned has all necessary authority to execute this proposal on behalf of the governmental entity. This evidence may take a variety of forms, including but not limited to: a delegation of authority, citation to relevant laws or codes, policy documents, etc.



I, the undersigned, do hereby certify that I have express authority to sign this proposal on behalf of the above-described governmental entity.

Name of Governmental Entity: Columbia County Florida

Name and Title of Authorized Representative: Ron Williams, Chairman

Representative Signature: _____

Signature Date: _____

1. Program Requirements

A. Title and Description of the Improvements

North Florida Mega Industrial Park Rail Project

Columbia County proposes to use Florida Job Growth Grant funds to extend a rail spur from CSX mainline railroad to the North Florida Mega Industrial Park (NFMIP) along County rail easements. The US Forestry Service and Columbia County have a rail easement in place from the CSX rail line that crosses the National Forest and US-90 to serve all parcels within this Mega Industrial Park. The Florida Job Growth Grant funding sought under this application would fund the construction of Phase 1 of the rail spur, rail switches and the at-grade crossing of US 90 bringing rail service to the Industrial Park boundary and providing direct CSX rail service connection to the NFMIP. This grant creates the opportunity for potential growth for the North Central Florida region's manufacturing sector. Columbia County will own and maintain the improvements. (Please See Attachment A-I: RAIL SPUR SEGMENTS MAP.)

E. How the Improvements Connect to Broader Economic Development Vision and Benefit Current and Future Businesses

The 2,622-acre NFMIP is located east of Lake City, comprising three miles of roadway frontage along U.S. Highway 90, adjacent to Florida Gateway College and Lake City Gateway Airport. Within the NFMIP is one of four state-designated *Catalyst Sites*. Florida Statute (2)(b) states: "*Catalyst site* means a parcel or parcels of land within a rural area of opportunity that has been prioritized as a geographic site for economic development through partnerships with state, regional, and local organizations. The state's prioritization of this site alone should emphasize the need to fund Phase I of the rail spur to complete the necessary infrastructure to develop this large mass of land.

The growth of manufacturing in Florida represents one of the most impactful opportunities to expand the state's economy. Columbia County, along with the North Central Florida region, is poised to support such growth through its location and through its asset, the NFMIP. The NFMIP is a Weyerhaeuser owned site containing the 500-acre Catalyst Site and is a Certified Mega Industrial Park by McCallum Sweeney and a Certified CSX Select Site. These certifications confirm that engineering analysis, environmental studies, wetland delineation, and other necessary due diligence has been completed for the NFMIP Catalyst Site serving notice that it is ready for Industrial Development. The NFMIP Catalyst Site is also a state-designated Foreign Trade Zone (FTZ) under the JAXPORT Foreign Trade Zone #64. Additionally, NFMIP has a Memorandums of Understanding with Columbia County, JAXPORT and Port Tampa Bay which commits all parties to make a concerted, cooperative effort to make best

use of this prized designation. This combination of certifications, due diligence, and entitlements allows the State of Florida and the Columbia County Economic Development Department to encourage economic growth and investment through creative incentives and tax advantages to bring jobs to rural north Florida through the NFMIP project.

Currently, manufacturing comprises just 4.2 percent of total employment in Florida, which ranks 44th in the nation in its share of industry jobs. However, Governor Scott and the legislature have demonstrated a commitment to increasing the manufacturing sector as Enterprise Florida has placed Advanced Manufacturing as a cross-cutting strategy across all of its industries targeted for growth through recruitment, expansion, and business formation. For every \$1 spent in manufacturing, \$1.81 is returned to the economy. This is the highest multiplier effect of any economic sector. In addition, for every one worker in manufacturing, there are another four employees hired elsewhere.

In Florida, according to a 2016 report, there are an estimated 19,613 manufacturing establishments employing 342,458 people, or 4.1 percent of the State's workforce. More importantly, the average annual wages of the workforce employed in manufacturing is \$53,500 which is among the highest of all industries state-wide.¹ The Economic Policy Institute, in its report, "The Manufacturing Footprint and the Importance of U.S. Manufacturing Jobs," notes that the manufacturing sector's wage premium is a clear path to the middle class.

In Columbia County, however, the manufacturing wage hovers around \$46,000, demonstrating the need for additional market share in the county and the region.² Leveraging logistical strengths, available land, and a labor force of more than 1,200,000 within a one-hour drive, the NFMIP increases the state's competitiveness in the manufacturing sector and offers promise in a rural region that has a need for additional employment. The region includes the 14-county North Central Florida Rural Area of Opportunity.

The NFMIP is one of the few viable sites within all of Florida that has the potential to recruit a *Catalyst Project* of great magnitude such as an auto assembly plant and which companies may reach the Florida market of almost 20 million people and other major markets within an eight-hour driving range. Florida Statute 288.0656(2)(a) states: "*Catalyst Project*" means a business locating or expanding in a rural area of opportunity to serve as an economic generator of regional significance for the growth of a regional target industry cluster. The project must provide capital investment on a scale significant enough to affect the entire region and result in the development of high-wage and high-skill jobs." The NFMIP site was designated due to the fact that there is enough acreage, two Interstate highways, water, wastewater, high-capacity electric power,

¹ <http://www.floridajobs.org/REDI/Rural%20Manufacturing%20Study%20v3.pdf>

² StatsAmerica County Profile

natural gas, two major telecommunication carriers' fiber optic lines and an airport with an 8,000 ft. runway to accommodate freight or corporate planes.

As mentioned above, the NFMIP is certified as a CSX Select Site. The NFMIP is only one of two sites in the State of Florida with proximity to two Class I rail lines (CSX and Norfolk Southern). CSX's main east/west freight line, serving Jacksonville, Florida to New Orleans, Louisiana, is located immediately north of the NFMIP and RAO Catalyst Site. This CSX freight line connects the entire CSX system serving the eastern seaboard east of the Mississippi River. The Norfolk Southern point of terminus in Florida is within one mile of the NFMIP. The Norfolk Southern rail system serves the eastern seaboard and two states west of the Mississippi River. CSX Select Sites are the first, premium certified rail-served sites for industrial development and expansion. CSX is currently marketing the NFMIP site on their **CSX Site Select** website:

<https://www.csx.com/index.cfm/customers/industrial-development/search-property-types/csx-select-sites/detail/?i=F406DBE8-B01C-4C61-BFC9DF566EA6F564>

Funding Phase I of the rail spur would finalize the necessary transportation infrastructure and greatly enhance the marketability of this state designated *Catalyst Site*. (Please See Attachment A. Maps: II. NDMIP Electric Utilities III. Map, Natural Gas Utility Map, IV. Sewer Map, V. Telecommunications Utility Map, and VI. Water Utility Map)

Additionally, Florida Gateway College is developing two new workforce training certification programs which will create a pipeline of a talented workforce certified in auto mechanics or aviation maintenance, repair and overhaul certifications. Both certifications would support an auto assembly plant, aviation maintenance, repair and overhaul facilities (MRO) and other maintenance and manufacturing facilities. MRO skills easily transfer and overlap automotive mechanic skills.

A strong example of the extraordinary economic impact the NFMIP can make is the success the same land owner, Weyerhaeuser, had in South Carolina. The investment Weyerhaeuser has made into the NFMIP to ready the site for industry represents the same steps taken for a site they owned in Berkeley, SC. That site is now the home to Volvo's first manufacturing plant in the U.S. Initially Volvo was to invest \$500 million to build this plant and hire 4,000 employees, but it announced on September 25, 2017 that it's increasing its investment to \$1 billion and will hire an additional 1,900 employees. That's a \$1 billion investment which will employ nearly 6,000 employees – not counting the supporting service industries jobs. The work done to ready the NFMIP is the same work which was done for the SC lands. That's the opportunity this site brings to the region and state; a tremendous opportunity to compete for such industry at the international level. <http://www.wyff4.com/article/volvo-cars-expanding-sc-plant-investment-to-dollar1-billion/12463332>

The NFMIP accessibility to Florida's extensive port system compliments Governor Scott's investment of more than \$10 billion into state ports to support the growth of international trade. This policy is dependent not only on increasing imports, but more importantly, on increasing the amount of Florida-made products that can be exported.

Florida Power & Light (FPL), another partner of the NFMIP, serves the project with both distribution lines and a 115 KV transmission line. FPL is currently constructing a 38.5-mile, 230 kV transmission line in northern Florida. This is part of FPL's significant capital investments in its electrical system to help the company provide affordable, reliable and clean energy to its 4.9 million customers. The Duval - Raven project includes construction of a new 230 kV to 115 kV transmission substation near the North Florida Mega Industrial Park. Total estimated cost of the project is \$70-75 million. This project provides new availability of power at transmission level voltage at 230 kV, in addition to the currently available 115 kV and 13 kV. This significantly enhances the utility infrastructure and power availability for large industry that may locate at NFMIP. This significant existing and proposed electrical infrastructure is yet another asset for NFMIP and the *Catalyst Site*.

Manufacturing in rural Florida remains an under-realized opportunity, but the NFMIP, and RAO Catalyst Site within NFMIP, offers enormous opportunity to spur a rising rural economy and jobs for Columbia County, the 14 counties within the North Central Florida Rural Area of Opportunity, and the entire State of Florida. The Florida Job Growth Grant funding sought under this application provides direct CSX rail service connection to the NFMIP by the construction of NFMIP Rail Segment 1, from the existing CSX main rail line to the NFMIP project boundary, creating opportunity for potential growth for the North Central Florida region's manufacturing sector.

F. How Will the Improvements Promote Economic Recovery, Economic Diversification, or Economic Enhancement of a Target Industries

The North Florida Mega Industrial Park Rail Spur Project supports the development of the North Florida Mega Industrial Park (NFMIP) that totals more than 2,600 acres and includes the State of Florida's designated 500-acre *Catalyst Site* for a 14-county region. The North Central Florida Rural Area of Opportunity has a long history of being known as a "wood basket" which means Silva Culture has been the main stay industry. The growing, harvesting and processing of timber into an array of manufactured products has over a 100-year history in the region. Although the timber industry has served the region well, diversification in Advanced Manufacturing holds the key for a significant economic impact on the region. As you can see from Enterprise Florida's *Qualified Targeted Industries* fact sheet which is attached, the diversification of potential manufacturing sectors is virtually endless at the NFMIP

due to the available acreage and infrastructure. The proposed rail spur will be the enhancement to recruit any number of the industry sectors listed and increase Florida's competitiveness with other states for these projects. Typically, these projects range from 500 to 5,000 new jobs created. The advanced manufacturing job sectors identified by Enterprise Florida are covered in the North American Industry Classification System (NAICS) in Codes 311 – 339. **(Please See Attachment B: Enterprise Florida – Qualified Targeted Industry Fact Sheet and NAICS CODES.)**

The State of Florida has designated Columbia County as an Economically Distressed Rural County and as part of a Rural Areas of Opportunity. The surrounding region is also primarily rural and economically distressed. This project will bring rail to North Florida Mega Industrial Park site enabling the development of manufacturing to this primarily rural agricultural region. Governor Scott and the legislature have demonstrated a commitment to increasing the manufacturing sector as Enterprise Florida has placed Advanced Manufacturing as a cross-cutting strategy across all of its industries targeted for growth through recruitment, expansion, and business formation.

According to State demographic data, most of the counties in the region have poverty levels higher than the State average and lower educational attainment:

	<u>% HS Graduate</u>	<u>% Bachelor or Higher</u>	<u>% Work Outside County of Residence</u>	<u>% in Poverty</u>
Florida	86.90	27.30	17.50	15.80
Baker	81.70	11.50	53.10	16.80
Bradford	76.50	10.90	58.40	21.30
Citrus	86.60	16.90	22.30	17.50
Columbia	85.70	15.10	24.30	19.70
Dixie	78.80	7.90	26.60	29.30
Glichrist	82.90	11.40	61.20	19.20
Hamilton	73.70	9.90	32.10	31.80
Jefferson	79.90	18.50	60.70	19.40
Lafayette	75.50	11.60	41.20	23.80
Levy	81.50	10.90	50.60	22.10
Madison	82.00	11.30	30.40	27.00
Putnam	78.50	11.80	30.30	27.30
Suwannee	78.80	11.60	34.80	23.60
Taylor	76.30	9.00	11.60	21.20
Union	74.10	7.80	50.30	26.20

2015 Data from NFEDP/ Florida Legislature Office of Economic and demographic Research

2. Additional Information:

G. Future Land Use and Zoning: Please see Attachment A- VII. Statement of Land Use and Zoning letter, Future Land Use and Zoning maps.

J. Grant Match Consideration

Columbia County is requesting \$3,135,600 to construct NFMIP Rail Segment 1, extending a rail spur from the CSX main line to the NFMIP project boundary which is on a publicly-owned easement of Columbia County. While this grant request does not include a grant match, the investment by both Columbia County and the landowner, Weyerhaeuser, represents a true public-private partnership producing a certified industrial park, poised for development to benefit the North Florida Region while allowing Florida to compete nationally for major economic projects. Considerable monies spent to bring these 2,622 acres from agriculture/Silva culture use to a site that can accommodate major industry and is certified shovel-ready.

Weyerhaeuser's investment exceeds \$4,120,500 which includes the land-use, zoning, permitting, negotiating the rail spur easement, securing the Foreign Trade Zone and Inland Port designations (which entailed expensive and lengthy third-party site due diligence), trade and economic studies and preliminary marketing of the greater Columbia County region. The Florida Department of Economic Opportunity twice awarded the project a \$300,000 grant; one for a feasibility study and a second award for the rail engineering and design work for a total of \$600,000.

K. Additional Information

As long ago as 2004, the site preparation and marketing were addressed by the State of Florida, but due to the 2008 recession, funding was not available. This is an excerpt from the first \$300,000 Rural Infrastructure Fund application memorandum dated May 11, 2009 recommending the award. Note: RAOs were formerly known as RACECs.

"The Rural Economic Development Catalyst Projects are focused on targeting tomorrow's most promising industries to create new high value-added jobs, capital investment, and an economic benefit that will ripple throughout each Rural Area of Critical Economic Concern (RACEC). Florida's rural areas have experienced comparatively strong population and employment growth, but still have higher poverty rates and lower income levels. The Catalyst Projects, through higher wages and increased levels of economic activity, will help income levels in the rural areas converge towards higher state and national averages. The Project was conceived to implement the Rural Priority of the 2004 Statewide Strategic Plan for Economic Development.

At the 2004 Florida Regional Economic Development Summit was held in 2004 a Seven-Point Plan was developed which addresses the economic development issues of the three RACECs designated by Executive Order. During the 2005

Legislative Session, the Legislature appropriated \$2 million to implement the Strategic Rural Marketing Priority of the Seven-Point Plan and the 2004 Statewide Strategic Plan for Economic Development, as a critical economic stimulus for the three RACECs. After the 2005 Session through calendar year 2008, additional forums were held to: create a process that encourages participation of all RACEC Counties; evaluate what a Regional Catalyst project should look like; identify target industries; and select a single catalytic site that would benefit the entire Region.

Rural Economic Development Initiative (REDI) agencies were engaged in briefings and discussions of proposed target industries, sites, and marketing opportunities in 2006 and 2007. The purpose of the meetings with the REDI agencies was to raise the awareness of the potential financial need for infrastructure improvements, the potential for modification of policy requirements to support development of a regional site, and to ensure that any selected site would be permissible. Memoranda of Agreement were also signed by local governments to demonstrate commitment to the selected Catalyst Sites and to outline the distribution of project revenues throughout the Region.

North Central RACEC comprised of fourteen counties identified two catalyst sites for their Region because of the large number of counties. One of the top two sites selected was the Plum Creek Property, a green space of approximately 500 acres, located in Columbia County. The catalyst site is ideal because of its central location within the RACEC, road and rail accessibility, and the lack of critical zoning or environmental impediments. However, the region would be unable to absorb the cost of adding the infrastructure necessary to make the Catalyst Site competitively marketable to targeted industries without the REDI agencies' assistance."

The region and county cannot absorb the cost of the rail spur infrastructure necessary and most federal and state grant funding sources have required a specific company to commit to a certain of jobs in order to receive grant funding for infrastructure. With the Florida Jobs Growth Grant Fund, it is specifically designed to fund infrastructure improvements to benefit multiple companies. The Columbia County Catalyst Site is long overdue for this type of funding assistance especially when you look at the investment all of the stakeholders have made.

3. Program Budget:

C. Detailed Budget Narrative:

The NFMIP partnership, through investments of both time and money, has already completed the following design components, due diligence, and coordination for the NFMIP:

- Master planning of the site;
- Transportation and rail access planning;
- Acquisition of the rail spur easement, held by Columbia County, from the U.S. Forest Service;
- Land-use amendments and mixed-use (including 8MM square feet of industrial) zoning approvals;
- Engineering design and final construction plans for NFMIP Rail Spur Segments 1 and 2, which extend from the CSX main rail line to the NFMIP *Catalyst Site*;
- Permitting with the U.S. Army Corps of Engineers and the Suwannee River Water Management District for conceptual NFMIP build-out (including but not limited to stormwater facilities master plan, mass grading, and wetland delineation);
- Permitting with the Florida Department of Transportation for the At-grade rail crossing of U.S. Highway 90/State Road 10;
- Various studies for the NFMIP to ensure developable footprint(s), transportation access, and labor availability;
- Utility infrastructure planning, geotechnical assessments and environmental audits;
- Certification processes with:
 - McCallum Sweeney for its Mega Industrial Site certification;
 - CSX for its CSX Select Site certification of the *Catalyst Site*;
- Creation of a Foreign Trade Zone (#64) with JAXPORT;
- Memorandums Of Understanding with JAXPORT and Port Tampa Bay;
- Preliminary marketing to attract employers to the site.

Because of this existing investment and commitment, upon grant award, Columbia County can move swiftly into procurement and construction of Rail Spur Segment 1 without any additional steps or delays in time. It is anticipated that construction of Rail Spur Segment 1 can commence as early as Q1 2018, and be completed within 6 months.

Moore Bass Consulting, Inc. has completed a detailed budget to extend a rail spur from the CSX main rail line to the North Florida Mega Industrial Park (Rail Segment 1), within the Columbia County rail easement.

Columbia County
Rail Segment 1 - North Florida Mega Industrial Park

Grant Budget

09.22.17

	DESCRIPTION	TOTAL QTY.	UNIT	UNIT COST	TOTAL LINE ITEM COST
	GENERAL CONDITIONS				
	Mobilization	1	LS	\$20,000	\$20,000
	Construction Stakeout	10	AC	\$500	\$5,000
	Geotechnical Testing (construction)	1	LS	\$15,000	\$15,000
	NPDES Monitor/Report	1	LS	\$2,500	\$2,500
	Maintenance of Traffic	1	LS	\$20,000	\$20,000
	SEDIMENTATION AND EROSION CONTROLS				
	Silt Fence	4,800	LF	\$3	\$14,400
	Seed and Mulch	25,000	SY	\$0.50	\$12,500
	Construction Entrance	1	LS	\$5,000	\$5,000
	EARTHWORK				
(a)	Grubbing and Root Raking	7	AC	\$1,000	\$7,000
	Dewatering	1	LS	\$15,000	\$15,000
(b)	Earthwork Grading	7,000	CY	\$6	\$42,000
	STORMWATER				
(c)	24" RCP (Class V)	82	LF	\$60	\$5,520
(c)	30" RCP (Class V)	131	LF	\$85	\$11,135
	24" MES	4	EA	\$1,200	\$4,800
	30" MES	4	EA	\$1,500	\$6,000
	6" PVC	150	LF	\$15	\$2,250
	Rip Rap	115	SY	\$75	\$8,625
	Ditch Blocks	26	EA	\$175	\$4,500
(d)	UTILITIES (US90 RAIL CROSSING)				
	Bypass Tap and Connections	300	LF	\$100	\$30,000
	Jack and Bore Casing Pipes	300	LF	\$300	\$90,000
	Utility Relocate - Gas	100	LF	\$150	\$15,000
	Utility Relocate - Sewer Force Main	100	LF	\$50	\$5,000
	Utility Relocate - Water	100	LF	\$40	\$4,000
	Utility Conduits - Future Utilities	300	LF	\$15	\$4,500
	Air Relief Valve/Vent - Gas Casing Pipe	2	EA	\$2,500	\$5,000
	Testing and Inspection	1	LS	\$5,000	\$5,000
(e)	Electrical Pole Raise	2	EA	\$2,500	\$5,000
	ASPHALT PAVING				
	Asphalt Milling (US90)	500	SY	\$2	\$1,000
	Asphalt Overlay (US90)	500	SY	\$12	\$9,800
	Striping and Pavement Markings	2,050	LF	\$3	\$6,150
	RAILROAD				
(f)	Track Installation	3,700	LF	\$180	\$666,000
(g)	No. 10 Turnouts (by CSX)	2	EA	\$500,000	\$1,000,000
	Double Switch Point Deraill	2	EA	\$20,000	\$40,000
(h)	Rail Crossing - Signals, Gates, Surface (US90)	1	LS	\$220,000	\$220,000

Subtotal	\$2,508,480
Contingency (10%)	\$250,848
Construction Management / CEI (15%)	\$376,272
TOTAL:	\$3,135,600

Footnotes:

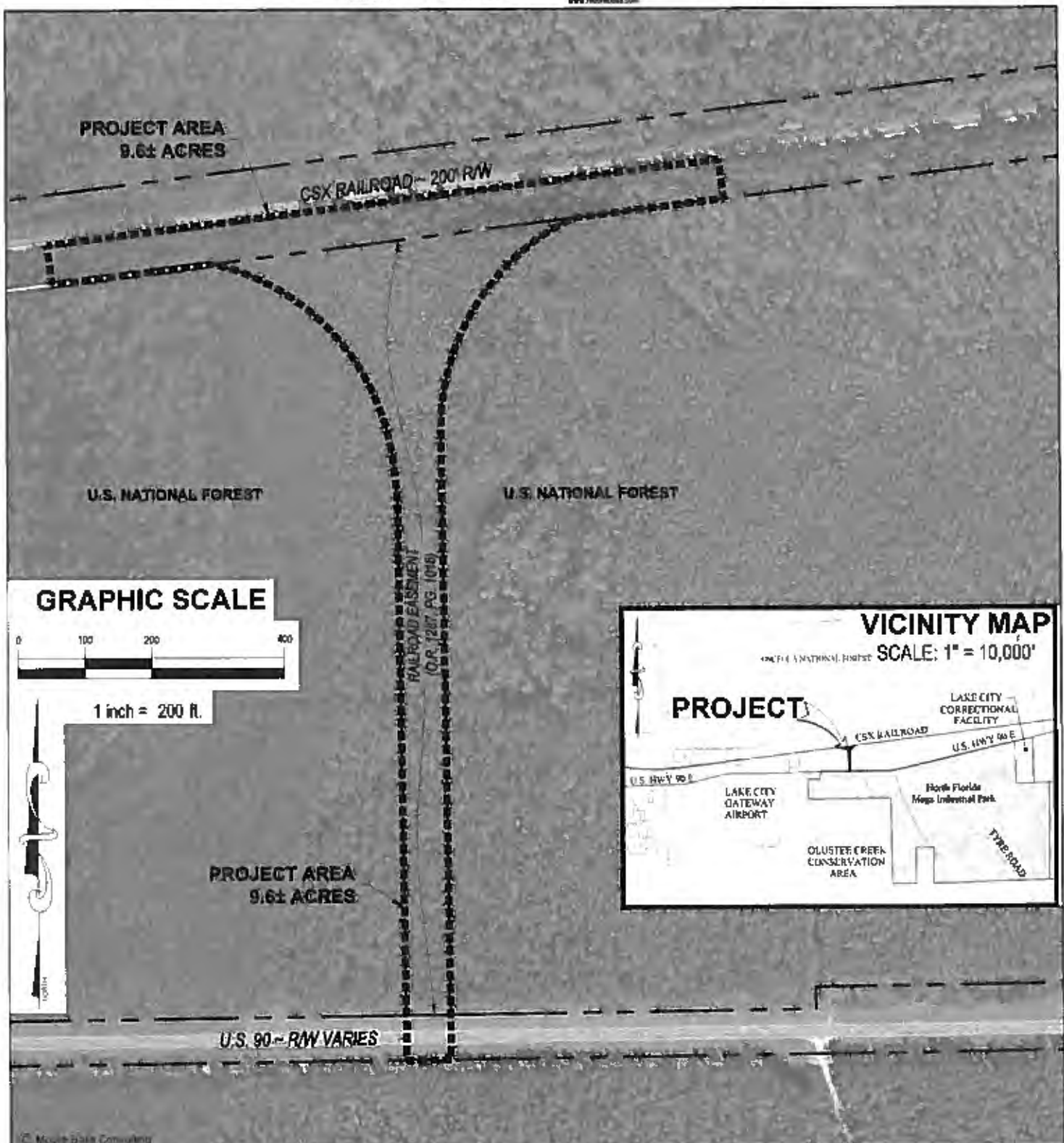
- (a) Rail Segment 1 project area has been cleared by the US Forest Service.
- (b) Stockpile area located within Rail Segment 2 project area.
- (c) Class V RCP required for all concrete pipes under railroad per AREMA and CSX specifications.
- (d) Individual utility providers may not allow competitive bid for utility relocation which may impact these estimated costs.
- (e) Electrical line at US90 rail crossing requires 25' clearance.
- (f) Costs provided by Skeen Railroad Engineers for track installation with limestone ballast.
- (g) Costs provided by CSX Transportation Inc.
- (h) Costs provided by Signal South.

Additional Notes:

- (1) This preliminary cost judgment is a take-off from the NFMIP Rail Segment 1 plans by Moore Bass Consulting, Inc.
- (2) The work reflected above comprises the work required to implement the Rail Segment 1 project within the Columbia County railroad easement

ATTACHMENT A

- I. Columbia County Rail Spur Segment Maps (2)**
- II. NFMIP Location Maps (2)**
- III. NFMIP Access Route Map**
- IV. NFMIP Conceptual Marketing Maps (2)**
- V. NFMIP Electric Utilities Map**
- VI. NFMIP Natural Gas Utility Map**
- VII. NFMIP Telecommunications Utility Map**
- VIII. NFMIP Water Utility Map**
- IX. NFMIP Sewer Map**
- X. Statement of Land Use and Zoning letter, Future Land Use and Zoning Maps**
- XI. Statement from County Attorney**



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CLIENT NAME

FILE #

CONTRACT #

DATE

PROJECT NAME

NORTH FLORIDA MEGA INDUSTRIAL PARK
COLUMBIA COUNTY, FLORIDA

NFMIP Rail Spur - CSX R/W Wetland Impact 2017 04 04.dwg

ARCHIVE

DRAWN BY

AJT

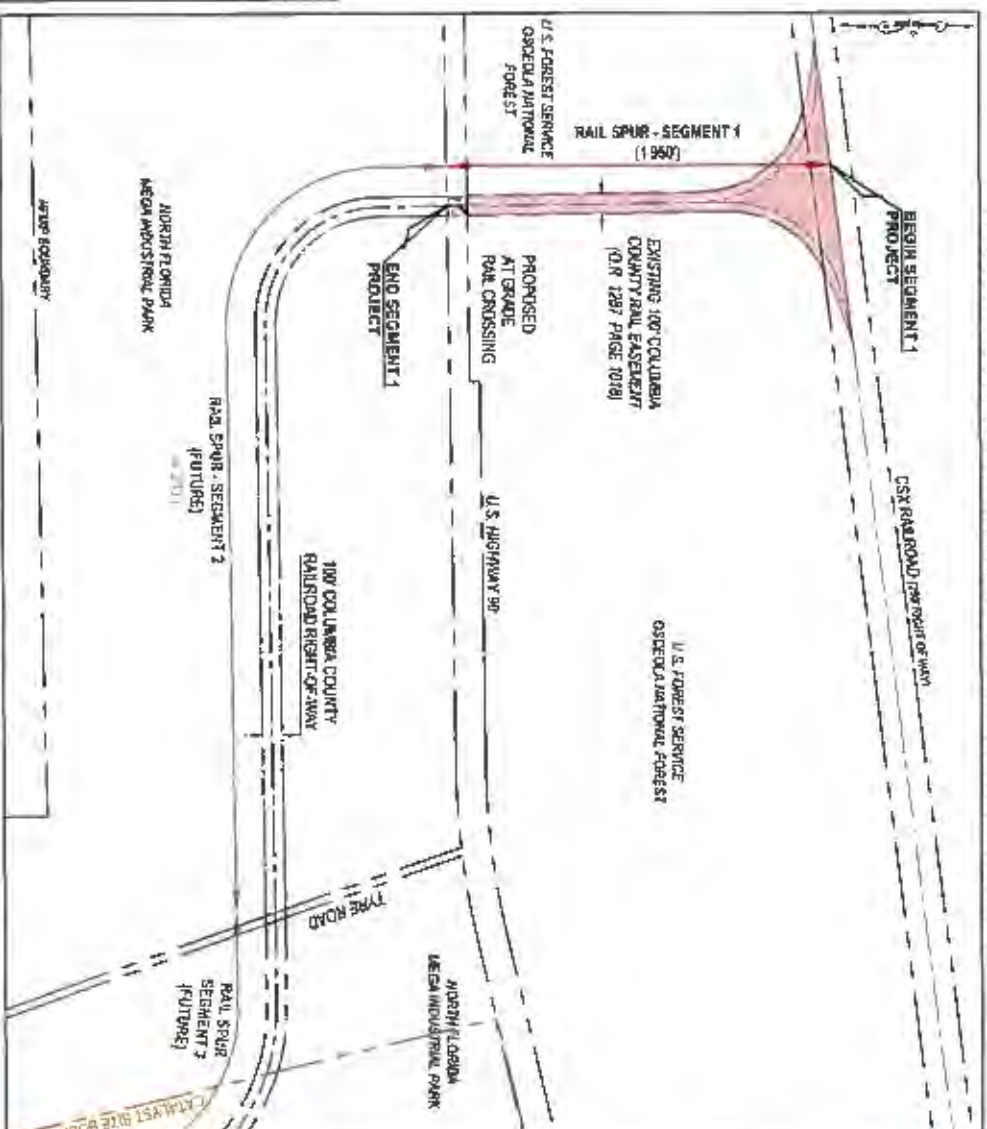
SHEET TITLE

RAIL SPUR IMPACTS
(AERIAL AND VICINITY MAP)

1.0

MAP SHOWING COLUMBIA COUNTY, FLORIDA
 AREA OF OPPORTUNITY CATALYST SITE
 NORTH FLORIDA MEGA INDUSTRIAL PARK

U.S. HIGHWAY 90
 STATE ROAD 2
 OAKLEAF ROAD
 OAKLEAF ROAD
 COLUMBIA CORRECTIONAL INSTITUTION
 OAKLEAF ROAD INDUSTRIAL PARK



7

**North Florida
Mega Industrial
Park**



North Florida Mega Industrial Park



City / Miles / Kilometers / Hours by Truck

Atlanta, GA	287 mi / 462 km	4 hrs
Charlotte, NC	441 mi / 710 km	6.25 hrs
Chicago, IL	1,003 mi / 1,614 km	15 hrs
Dallas, TX	993 mi / 1,601 km	18.75 hrs
Detroit, MI	1,009 mi / 1,624 km	15 hrs
Jacksonville, FL	61 mi / 99 km	1 hr
New York, NY	996 mi / 1,601 km	15 hrs



North Florida Mega Industrial Park
NorthFloridaMegaIndustrialPark.com



North Florida Mega Industrial Park



City / Miles / Kilometers / Hours by Truck

Atlanta, GA	287 mi / 462 km	4 hrs
Gainesville, FL	53 mi / 81 km	1 hr
Jacksonville, FL	61 mi / 99 km	1 hr
Tallahassee, FL	105 mi / 174 km	1.5 hrs
Valdosta, GA	62 mi / 100 km	1 hr
Jacksonville Port	54 mi / 87 km	1 hr
Port of Tampa Bay, FL	172 mi / 277 km	2.5 hrs

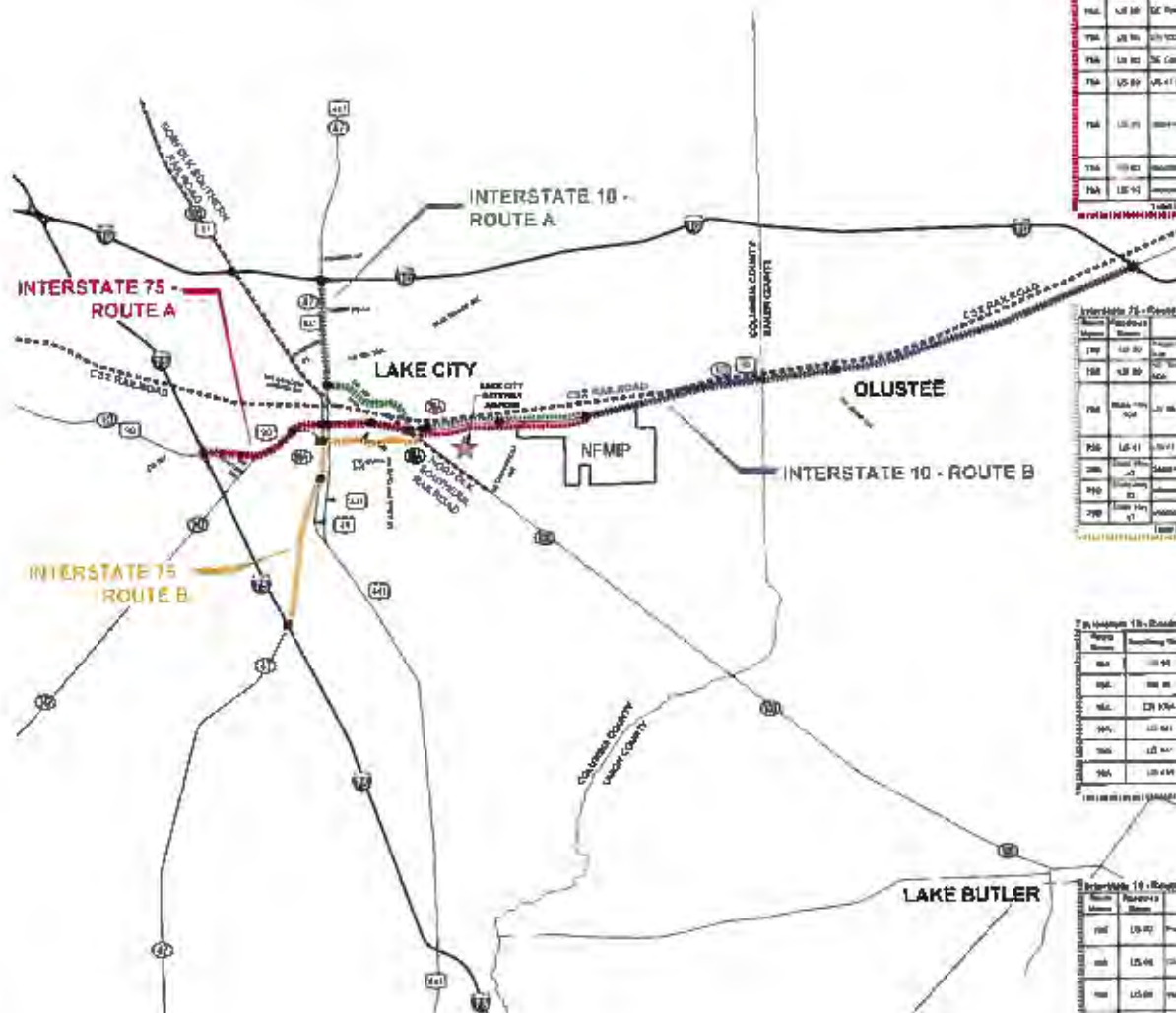


North Florida Mega Industrial Park
NorthFloridaMegaIndustrialPark.com

NFMP - ACCESS ROUTE MAP

A MAP INDICATING:

- ROUTES FROM THE INDUSTRIAL PARK TO AN INTERSTATE.
- EXISTING RAIL SERVICE (CSX, NORFOLK SOUTHERN)
- ADJACENT AIRPORT LOCATION (LAKE CITY GATEWAY AIRPORT)



Interstate 75 - Route A

Route Name	Access Route	Access Route	Access Route	Access Route	Access Route	Access Route
75A	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
75B	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
75C	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
75D	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
75E	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
75F	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
75G	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
75H	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
75I	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
75J	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles

Interstate 75 - Route B

Route Name	Access Route	Access Route	Access Route	Access Route	Access Route	Access Route
75B	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
75C	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
75D	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
75E	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
75F	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
75G	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
75H	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
75I	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
75J	US 90	Interstate 75 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles

Interstate 10 - Route A

Route Name	Access Route	Access Route	Access Route	Access Route	Access Route	Access Route
10A	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
10B	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
10C	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
10D	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
10E	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
10F	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
10G	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
10H	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
10I	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
10J	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles

Interstate 10 - Route B

Route Name	Access Route	Access Route	Access Route	Access Route	Access Route	Access Route
10B	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
10C	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
10D	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
10E	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
10F	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
10G	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
10H	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
10I	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles
10J	US 90	Interstate 10 to US 90	2.7 miles	2.7 miles	2.7 miles	2.7 miles



**North Florida
Mega Industrial
Park**

25 Moore Bass

CONSULTING

A Weyerhaeuser

MB

PRELIMINARY - SUBJECT TO CHANGE
DATE: AUGUST 10, 2017

CONCEPTUAL MARKETING PLAN



**North Florida
Mega Industrial
Park**

Moore Bass

Weyerhaeuser

MB



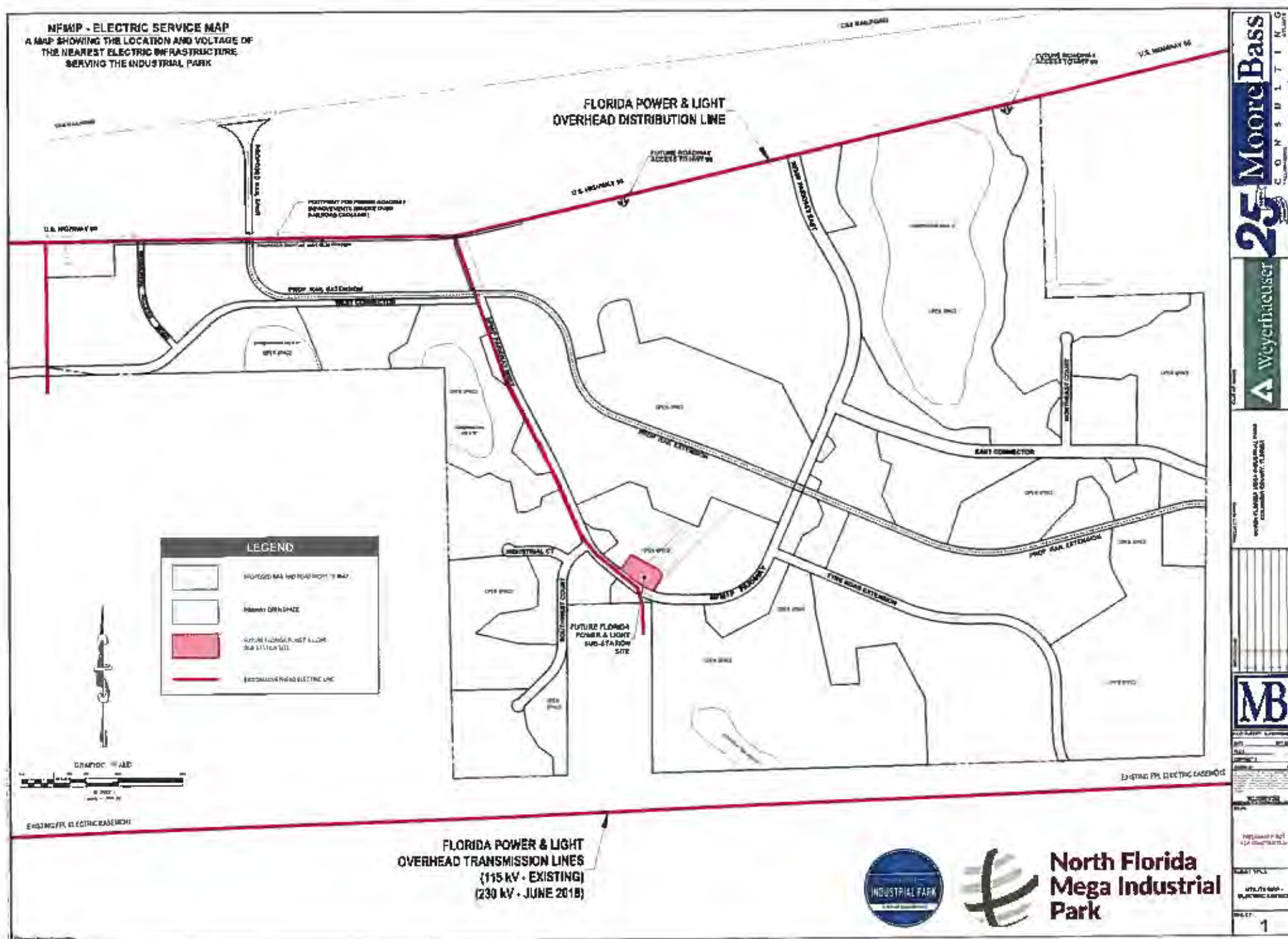
Moore Bass
Map Prepared by

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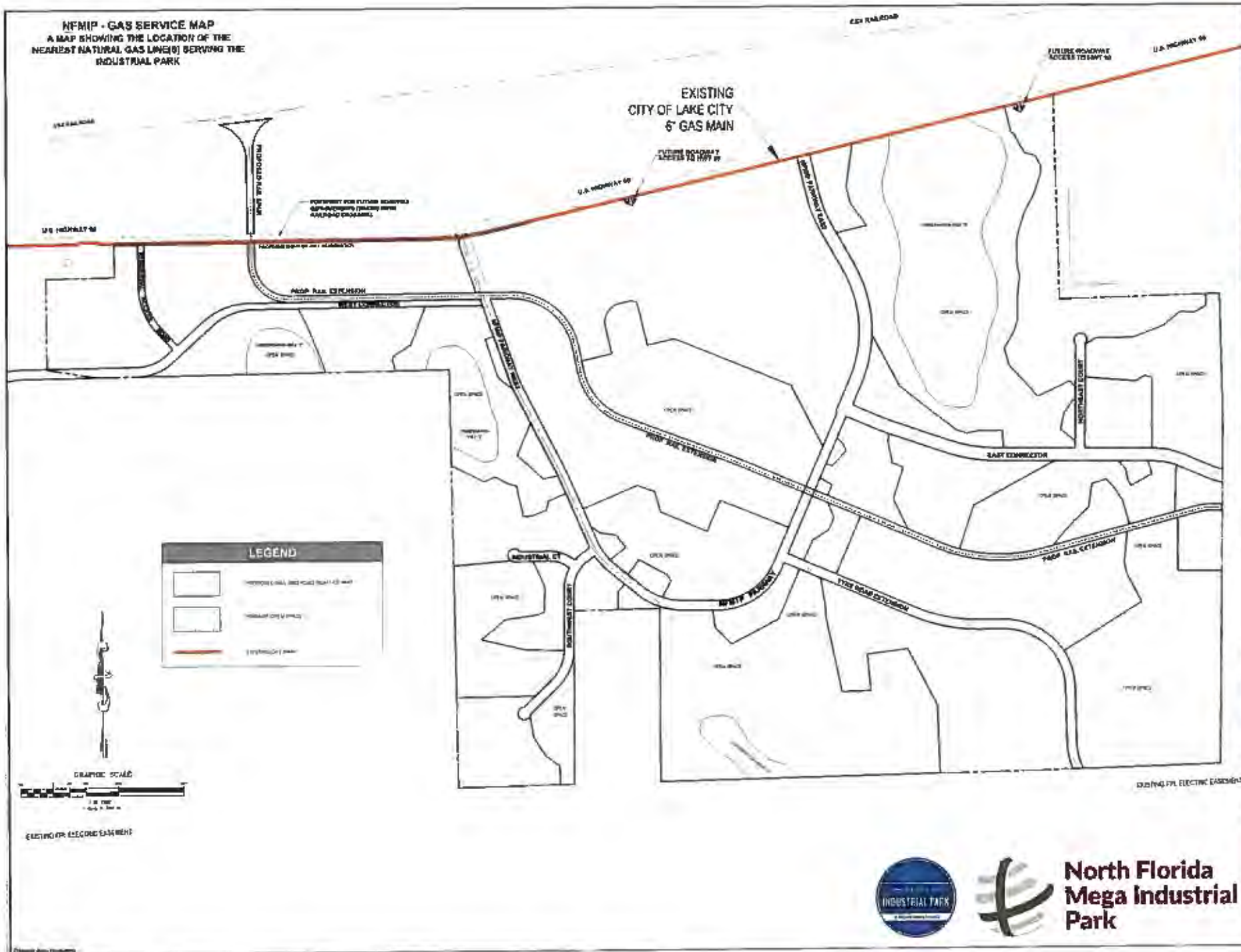
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**North Florida
Mega Industrial
Park**





NFMIP - GAS SERVICE MAP
A MAP SHOWING THE LOCATION OF THE
NEAREST NATURAL GAS LINE(S) SERVING THE
INDUSTRIAL PARK



LEGEND

	EXISTING GAS LINE
	PROPOSED GAS LINE
	PROPOSED GAS EXTENSION

GRAPHIC SCALE

0 100 200
FEET

EXISTING FOR RECORD DRAWING



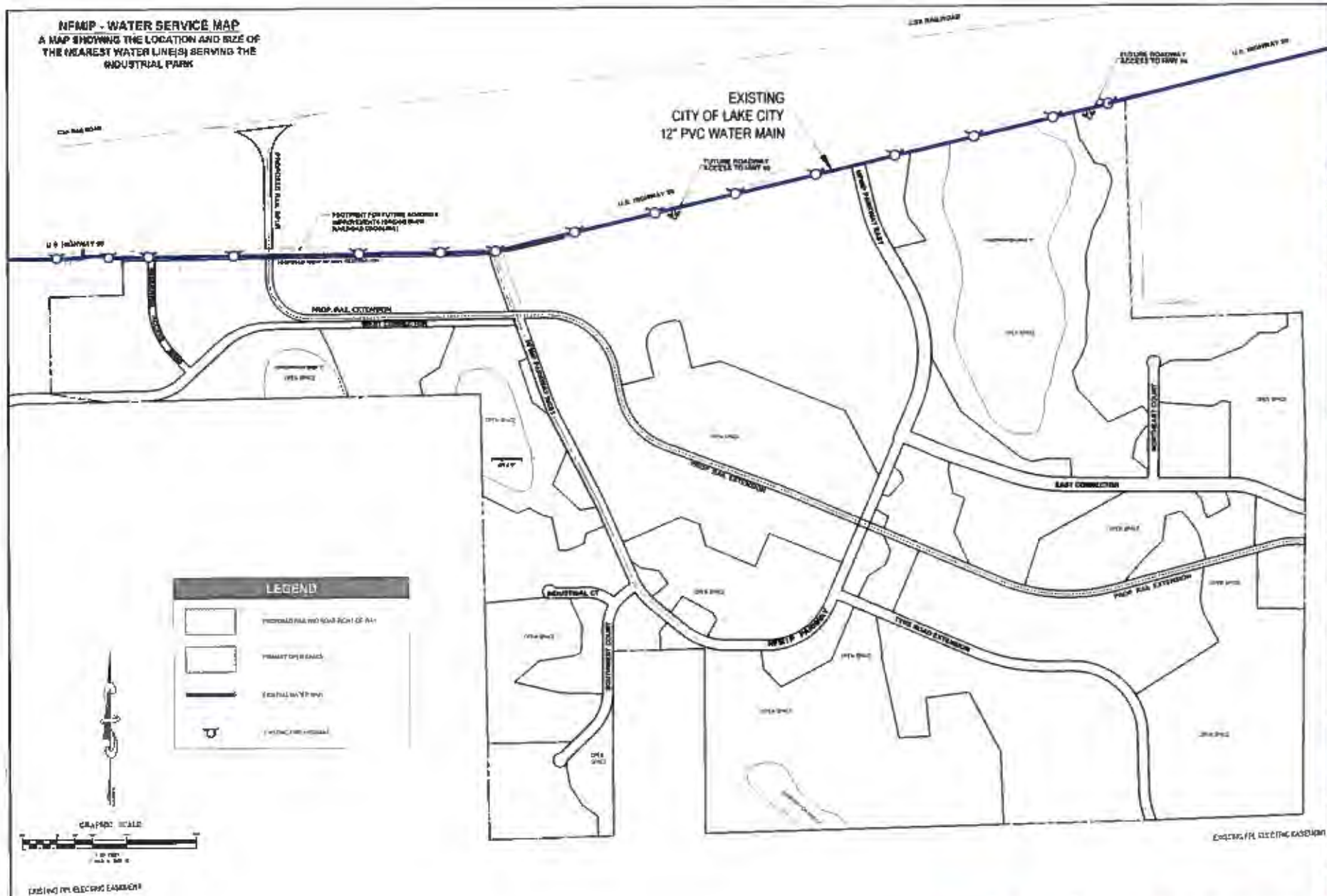
**North Florida
Mega Industrial
Park**

25 Moore Bass
A Weyerhaeuser COMPANY

MB

1

NFMIP - WATER SERVICE MAP
A MAP SHOWING THE LOCATION AND SIZE OF
THE NEAREST WATER LINE(S) SERVING THE
INDUSTRIAL PARK



LEGEND

- PROPOSED MAIN AND BRANCH OF MAIN
- PROPOSED OFF-BRANCH
- EXISTING WATER MAIN
- EXISTING OFF-BRANCH

GRAPHIC SCALE

1" = 100'

0' 100' 200'

EXISTING ELECTRICAL LAYOUT



**North Florida
Mega Industrial
Park**

Moore Bass
CONSULTANTS

Weyerhaeuser

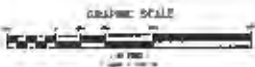
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1

NFMIP - WASTEWATER SERVICE
A MAP SHOWING THE LOCATION AND SIZE OF
THE NEAREST WASTEWATER LINE SERVING THE
INDUSTRIAL PARK



LEGEND	
	EXISTING SANITARY SEWER FORCE MAIN
	EXISTING SANITARY SEWER FORCE MAIN



**North Florida
Mega Industrial
Park**

25 Moore Bass
 CONSULTING
 ENGINEERS

A Weyerhaeuser
 COMPANY

MB
 CONSULTING
 ENGINEERS

**North Florida
Mega Industrial
Park**

Sheet 1

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

August 15, 2017

VIA ELECTRONIC MAIL

David Kraus
Risk Management Director
Columbia County
263 NW Lake City Ave
Lake City, FL 32056

Re: Statement of Land Use and Zoning

Tax Parcels 31-3s-18-10332-000; 32-3s-18-10335-000; 33-3s-18-10337-000; 34-3s-18-10339-004;
05-4s-18-10347-000; 04-4s-18-10346-000; and 03-4s-18-10345-001

Dear Mr. Kraus,

In response to your request for a statement of land use and zoning for Tax Parcel Numbers 31-3s-18-10332-000, 32-3s-18-10335-000, 33-3s-18-10337-000, 34-3s-18-10339-004, 05-4s-18-10347-000, 04-4s-18-10346-000, and 03-4s-18-10345-001, the subject property is located in the unincorporated limits of Columbia County, Florida, has a Mixed Use Development and Conservation Future Land Use Map Designation and a Mixed Use Development-Intermodal ("MUD-I") and Conservation Zoning Designation.

Attached are maps depicting the FLUM and Zoning. If you have any additional questions, please do not hesitate to contact me via email or phone at bstubbs@columbiacountyfla.com or (386) 754-7119.

Sincerely,

A handwritten signature in black ink, appearing to read "B. M. Stubbs".

Brandon M. Stubbs
County Planner/LDR Admin.
Building & Zoning

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

P.O. BOX 1529 LAKE CITY, FLORIDA 32056-1529 PHONE: (386) 755-4100



Official Zoning Atlas

NFMIP - MUD-I



Mixed Use Development-Intermodal ("MUD-I")

Legend

Subject Property

DUDA

Parcels

ZONING

CSV

A-1

A-2

A-3

ESA-2

RSF-1

RSF-2

RSF-3

RR

RSF/MH-1

RSF/MH-2

RSF/MH-3

RMF-1

RMF-2

RO

CN

CG

CI

CHI

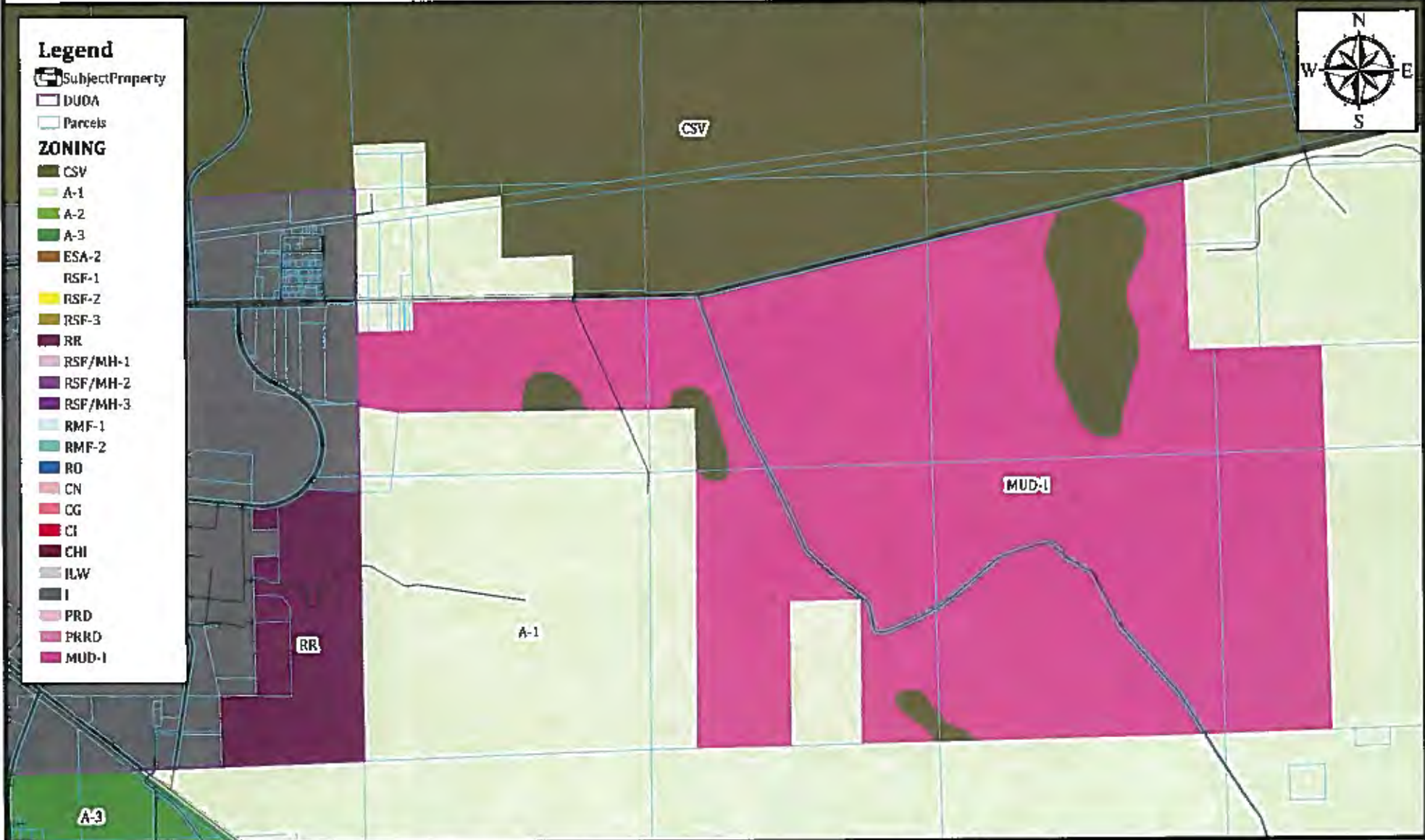
ILW

I

PRD

PKRD

MUD-I



Prepared By: Brandon M. Stubbs
Columbia County Building & Zoning Department

Prepared on August 2017

DISCLAIMER: The data is provided "as is" without warranty of any representation of accuracy, timeliness, or completeness. The burden of determining accuracy, timeliness, or completeness for use is the sole responsibility of the requestor. Columbia County makes no warranties, expressed or implied, as to the use of the data. The requestor acknowledges and accepts the limitations of the data, including the fact that the data is dynamic and in a constant state of maintenance, correction, and update.

0 900 1,800 3,600 5,400 Feet

COLUMBIA COUNTY, FLORIDA

Office of the County Attorney

Joel F. Foreman
County Attorney
207 S. Marion Avenue
Post Office Box 550
Lake City, Florida 32056
Tel. 386.752.8420
Fax 386.752.8431

August 23, 2017

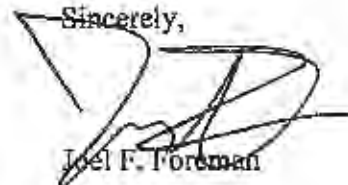
Grant Administrator

RE: COLUMBIA COUNTY LETTER OF STATUS
Florida Job Growth Grant Fund – Public Infrastructure Grant Proposal

This letter is to certify that Columbia County, Florida, is duly chartered and organized under the laws of the State of Florida and that the County has the authority to carry out the purposes of Federal grants as a government entity. I attached hereto a copy of the Home Rule Charter for Columbia County, Florida, as evidence of the County's organization and powers.

Please feel free to contact me should you have any further questions or concerns.

Sincerely,



Joel F. Foreman

JFF/ann
Enclosures as Indicated.
cc: David Kraus

HOME RULE CHARTER FOR COLUMBIA COUNTY, FLORIDA

PREAMBLE

THE PEOPLE OF COLUMBIA COUNTY, FLORIDA, by the grace of God free and independent, in order to attain greater self-determination, to exercise more control over our own destiny, to create a more responsible and effective government, and to guarantee constitutional rights to all equally, do hereby ordain and establish this Home Rule Charter as our form of government for Columbia County.

ARTICLE I

CREATION, POWERS AND ORDINANCES OF HOME RULE CHARTER GOVERNMENT

1.1 Creation and general powers of home rule charter government

Columbia County shall be a home rule charter county, and, except as may be limited by this Home Rule Charter, shall have all powers of self-government granted now or hereafter by the Constitution and laws of the State of Florida.

1.2 Body corporate, name and boundaries

Columbia County shall be a body corporate and politic. The corporate name shall be Columbia County. The county seat and boundaries shall be those designated by law on the effective date of this Charter.

1.3 Construction

The powers granted by this Home Rule Charter shall be construed broadly in favor of the charter government. The specified powers in this Charter shall not be construed as limiting, in any way, the general or specific power of the government, as stated in this article. It is the intent of this article to grant to the charter government full power and authority to exercise all governmental powers necessary for the effective operation and conduct of the affairs of the charter government.

1.4 Special powers and duties of county

1.4.1 County purposes. The county, operating under this Charter, shall have all special powers and duties which are not inconsistent with this Charter, heretofore granted by law to the Board of County Commissioners, and shall have such additional county and municipal powers as may be required to fulfill the intent of this Charter.

1.4.2 Municipal purposes. The county shall have all necessary powers to accomplish municipal purposes within special districts. Property situated within municipalities shall not be subject to taxation for services rendered by the county exclusively for the benefit of the property or residents not within municipal boundaries, nor shall property situated in the county be subject to taxation for services provided by the county exclusively for the benefit of the property or residents within municipal boundaries. To this

end, the Board of County Commissioners may by ordinance create districts for the purpose of levying ad valorem taxes and special assessments to pay for the furnishing of municipal services, and the tax imposed shall be within the limits of millage set for municipal purposes. Should such services be furnished within a municipality, the total millage levied by the municipality and the county district levy for this municipal purposes shall not exceed the maximum millage set by law for municipal purposes.

1.5 Transfer of powers

Whenever a municipality, special district or agency shall request the performance or transfer of a function to the county, the county shall have the power and authority to assume and perform such functions and obligations. This section does not authorize a transfer in violation of Article VIII, §4 of the Constitution of Florida.

1.6 Division of powers

This Charter hereby establishes the separation between legislative and administrative functions of this government. The establishment and adoption of policy shall be the responsibility of the Board of County Commissioners and the execution of that policy shall be the responsibility of the County Manager.

1.7 Relation to state law

The provisions of this Charter are not intended, and shall not be construed, to conflict with the Constitution of the State of Florida, general law, or special law approved by vote of the electorate.

1.8 Conflict of County Ordinances with Municipal Ordinances; Pre-Exemption

Notwithstanding any other provisions of this charter, any County ordinance in conflict with a municipal ordinance shall not be effective within the municipality to the extent of such conflict regardless of whether such municipal ordinance was adopted or enacted before or after the County ordinance, provided, however, that the County may by ordinance adopt minimum countywide standards for (i) regulating adult entertainment, (ii) protecting the environment by regulating air or water pollution, (iii) outdoor burning, (iv) hours of sale of alcoholic beverages, (v) animal control, (vi) firearms and weapons, and (vii) protection of Level of Service standards for County-maintained roads. The intent of this section is that no person within a municipality shall be governed simultaneously by two sets of ordinances covering the same subject matter, activity, or conduct, except in matters of minimum adult entertainment, pollution, regulatory standards, outdoor burning, hours of sale of alcoholic beverages, animal control, firearms and weapons, and protection of Level of Service standards for County-maintained roads. Where a county ordinance establishes a minimum standard as authorized by this section, nothing prevents a municipality from establishing a more restrictive ordinance which shall prevail within its municipal boundaries to the extent of any conflict with county ordinance.

ARTICLE 2
LEGISLATIVE BRANCH:
BOARD OF COUNTY COMMISSIONERS

2.1 Composition

There shall be five county commissioners' districts in Columbia County, which shall be numbered one to five, inclusive, the districts together covering the entire county and as nearly equal in population as practicable. Five County Commissioners shall reside one in each of the districts, and each Commissioner shall be nominated and elected only by the qualified electors who reside in the same county commission district as the Commissioner.

2.2 Redistricting

In the first odd-numbered year after each decennial census, the Board of County Commissioners shall initiate the process to divide the county into districts of contiguous territory, following the existing boundaries of municipalities where possible and as nearly equal in population as possible. The Board of County Commissioners may initiate the process to redive the districts in any other odd-numbered year.

Recommendations for redistricting shall be the responsibility of a citizens redistricting committee appointed by the Board of County Commissioners. The redistricting committee shall be funded by the Board of County Commissioners. The redistricting committee shall be composed of an odd number of not less than 11 and not more than 15 members. No elected officials nor employees of Columbia County shall be a member of the redistricting committee. All members of the redistricting committee shall be registered voters residing within Columbia County. Vacancies shall be filled within 30 days in the same manner as the original appointment. The redistricting committee shall have its first meeting before May 15 of the odd numbered year in which redistricting is required. The redistricting committee shall adopt rules of procedure to govern its actions and all meetings of the redistricting committee shall be open to the public and conducted in compliance with Florida's sunshine laws. The redistricting committee shall, to the extent practicable and consistent with the law, preserve the several municipalities and geographically cohesive racial or ethnic minority communities from fragmentation. The redistricting committee shall present their recommendation to the Board of County Commissioners no later than the Board of County Commissioner's first regular meeting of September of that year. The Board of County Commissioners may approve the recommendation without amendment or reject the recommendation with written explanation for the rejection provided to the redistricting committee. If the recommendation is rejected, the redistricting committee shall reconvene and consider the written explanation for rejection presented by the Board of County Commissioners. The redistricting committee shall present their final recommendation to the Board of County Commissioners no later than the Board of County Commissioner's first regular meeting in October of that year. The Board of County Commissioners shall act upon the recommendation of the redistricting committee at that meeting by accepting, modifying or rejecting the redistricting committee's recommendation. If the Board of County Commissioners modifies or rejects the final recommendation of the redistricting committee, it shall adopt a final redistricting plan no later than the Board of County Commissioner's first regular meeting in December.

Whenever the boundaries of existing county commissioners' districts are changed by the Board of County Commissioners, it shall cause an accurate description of the boundaries of such districts, as changed, to be entered upon its minutes and a certified copy thereof to be published once each week for four (4) consecutive weeks in a newspaper published in the county. Proof of such publication shall be entered on the minutes of the Board of County Commissioners. The publication of such copy shall be for information only and shall not be jurisdictional.

2.3 Qualifications and Election.

County commissioners shall be qualified electors of the county. Commissioners shall reside one in each of the commission districts. Candidates shall reside in their respective districts at the time of qualifying to run, or at the time of appointment to any vacancy. Candidates shall otherwise qualify for election at the same time and in the same manner provided by general law for county commissioners in non-charter counties, except that election shall be non-partisan as provided in Section 5.2 of this Charter. Any commissioner who shall remove his or her residency from the district for which he or she is elected shall thereupon become disqualified to represent said district and the office of any such commissioner shall be deemed vacant, except that any commissioner who is removed from a district by redistricting may continue to serve during the balance of the term of office.

2.4 Terms of office

Each commissioner shall be elected for a term of four (4) years, beginning on the second Tuesday after election, and continuing after such term until his or her successor is elected and qualified. Terms shall be staggered so that one more or one less than half of the commissioners elected from residence areas are elected every two years.

2.5 Salary and other compensation

Salary and other compensation of the county commissioners shall be the same as those set by general law for the county commissioners of non-charter counties.

2.6 Vacancies and suspensions

Vacancies in any county commissioner's office or other elected county office shall be filled in accordance with the Constitution and general laws of Florida, except that the filling of any vacancy by election shall be on a non-partisan basis as provided in this Charter. Commissioners and other elected county officers may be suspended or removed from office in accordance with the Constitution and general laws of Florida, and in addition may be recalled from office as provided in this Charter.

2.7 Meetings

The organizational meeting of the Board of County Commissioners shall be held on a date in December of each year which is established by the Board of County Commissioners in the County Administrative Code. At its organizational meeting the Board of County Commissioners shall elect a chair and vice-chair by majority vote to serve for a period of one (1) year, and shall each year thereafter elect from its membership a chair and a vice-chair, who may succeed themselves.

*The Board of County Commissioners shall provide by resolution for the location, time and place for holding all regular meetings of the Board of County Commissioners.
[as amended January 1, 2007]*

2.7.1 Special meetings. *Special meetings may be held on call of the chair or two (2) or more commissioners. Upon call for a special meeting, the County Manager shall give adequate public notice of the time, place, and purpose of the meeting in accordance with the procedures established in the administrative code. Action by the Board of County Commissioners at a special meeting shall be limited to the purpose for which the special meeting was called.*

2.7.2 Location of meetings. *The Board of County Commissioners shall meet at the county seat except that it may determine by resolution, from time to time, the place or places within the county at which the Board of County Commissioners shall meet for the purpose of conducting its business, provided that the notice of the time and place shall be published in a newspaper of general circulation in the county at least one (1) week prior to the holding of any such meeting outside the county seat. Such notice shall contain an agenda of all matters to be acted upon.*

2.8 Powers

The Board of County Commissioners shall have all jurisdiction and powers which are now and which hereafter may be granted to it by the Constitution and laws of Florida, provided that such powers shall be exercised in a manner consistent with this Charter. The Board of County Commissioners, in addition to the powers and duties provided in the Charter, shall have the specific powers and duties to:

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

(2) Adopt such ordinances as may be necessary to carry out both county and municipal powers and purposes; except that the Board of County Commissioners shall not have the power currently granted by law to municipalities to impose a utility or public services tax.

(3) Review the budgetary requests including salaries and make the final budgetary determinations and appropriations for all county governmental operations including but not limited to county management, all administrative departments of the government, adjustment boards and special authorities and tax districts which request a portion of the millage levied for county purposes under the Constitution of Florida or such other millage as may be levied by the county for municipal service districts, excepting the school system.

(4) Adopt by a two-thirds vote of the entire Board of County Commissioners such rules of parliamentary procedures as shall be necessary for the orderly transaction of the business of the Board of County Commissioners.

(5) *Designate which officers and employees shall be bonded and fix the amount and approve the form of the bond.*

(6) *Adopt an Administrative Code. The Administrative Code shall organize the administration of county government and set forth the duties, powers and operating procedures of all County officials, agencies and departments under the Board of County Commissioners. The Administrative Code shall not apply to the elected county constitutional officers*

(7) *Exercise any power of the County not lodged in any other office by this Charter.*

1.9 Legislative procedures

The Board of County Commissioners may take official action only by the adoption of ordinances, resolutions or motions. Except as otherwise provided by this Charter, all ordinances, resolutions or motions shall be adopted by majority vote of the entire Board of County Commissioners in accordance with the provisions of the Constitution and laws of Florida. A majority of the entire Board of County Commissioners shall constitute a quorum and the concurrence of a majority of the entire Board shall be required to adopt, amend or repeal any ordinance. The concurrence of a majority of those present shall be required to adopt, amend or repeal a resolution or motion under the terms of this provision. All commissioners in attendance, including the chair or presiding officer, shall vote on all Board of County Commissioners actions except when prevented from doing so by a provision of general law.

2.10 Code of ordinances

The Board of County Commissioners shall maintain a current codification of all ordinances. Such codification shall be published and made available for distribution on a continuing basis.

2.11 Public Notice and Information

In addition to any notice required by law, the Board of County Commissioners shall use the Internet, or any other widely available and economically feasible technology hereafter developed and specified in the Administrative Code, to provide the public with convenient and timely access to its regular and special (non-emergency and non-confidential) meeting agendas, including the information provided to the Board for its consideration. The failure of the Board to provide such information shall not invalidate any action as to which all statutory required notice has been provided, but such failure may be deemed nonfeasance in office. The Board shall also adopt measures to ensure that such information is available for the meetings of any subordinate boards for which any notices in addition to those required by Section 286.011, Florida Statutes, are required to be published.

[as amended November 7, 2006].

ARTICLE 3
ADMINISTRATIVE BRANCH: COUNTY MANAGER

3.1 County Manager: qualifications

There shall be a County Manager who shall be appointed by the Board of County Commissioners and who shall serve at the pleasure of the Board of County Commissioners. The County Manager shall be chosen on the basis of his or her professional training, executive and administrative experience and qualifications. The County Manager need not be a resident of the County at the time of appointment but shall maintain residency within the county during the tenure of office and shall not engage in any other business or occupation without the express approval of the Board of County Commissioners.

3.2 Compensation and terms of employment

The Board of County Commissioners shall establish the salary for the County Manager at a level which is commensurate with the requirements of the position and shall at least annually review the performance and salary. Terms and conditions of compensation and employment shall be set forth in a contract.

3.3 Powers and duties

The County Manager shall be head of the administrative branch of county government, and shall be responsible to the Board of County Commissioners for the proper administration of all affairs of the county. The County Manager shall attend all regular and special meetings of the Board and shall have the right to participate in its discussions. The County manager shall prepare and submit the annual operating and capital program budgets to the Board of County Commissioners, and execute the budget and capital programs in accordance with appropriations and ordinances enacted by the Board of County Commissioners.

The County Manager shall:

- (1) Administer and carry out the directives and policies of the Board of County Commissioners and enforce all orders, resolutions, ordinances, and regulations of the Board to assure that they are faithfully executed.*
- (2) Report to the Board on action taken pursuant to any directive or policy within the time set by the Board and provide an annual report to the Board on the state of the county, the work of the previous year, and any recommendations as to actions or programs the administrator deems necessary for the improvement of the county and the welfare of its residents.*
- (3) Provide the Board, or individual members thereof, upon request, with data or information concerning county government and to provide advice and recommendations on county government operations to the Board.*
- (4) Establish the schedules and procedures to be followed by all county departments, offices, and agencies in connection with the budget and supervise and administer all phases of the budgetary process.*

- (5) *Prepare and submit to the Board after the end of each fiscal year a complete report on the finances and administrative activities of the county for the preceding year and submit his or her recommendations.*
- (6) *Supervise the care and custody of all county property.*
- (7) *Recommend to the Board a current position classification and pay plan for all positions in county service.*
- (8) *Develop, install, and maintain centralized budgeting, personnel, legal, purchasing and other administrative procedures and systems.*
- (9) *Organize the work of county departments, subject to an administrative code developed by the manager and adopted by the Board, and review the departments, administration and operation of the county and make recommendations pertaining thereto for reorganization by the Board.*
- (10) *Employ, supervise, discharge, or remove any employee under the jurisdiction of the Board pursuant to procedures adopted by the Board.*
- (11) *Negotiate leases, contracts, and other agreements, including consultant services, for the county, subject to approval of the Board, and make recommendations concerning the nature and location of county improvements. Ensure that all terms and conditions in all leases, contracts, and agreements are performed and notify the Board of any noted violation thereof.*
- (12) *Order, upon advising the Board, any agency under the manager's jurisdiction as specified in the administrative code to undertake any task for any other agency on a temporary basis if he or she deems it necessary for the proper and efficient administration of the county government to do so.*
- (13) *Perform such other duties as may be required by the Board of County Commissioners.*

3.4 Non-interference by Board of County Commissioners

*Except for the purpose of inquiry and information, members of the Board of County Commissioners are expressly prohibited from interfering with the performance of the duties of any employee of the county government who is under the direct or indirect supervision of the County Manager by giving said employee or employees any instruction or directives. Such action shall be malfeasance within the meaning of Article IV, Section 7(a) of the Florida Constitution. However, nothing contained herein shall prevent a County Commissioner from discussing any county policy or program with a citizen or referring a citizen complaint or request for information to the County Manager or County Attorney.
[as amended November 7, 2006].*

3.5 Temporary absence or incapacity

The Board of County Commissioners may appoint an acting manager in the case of vacancy or temporary absence or disability of the County Manager, until a successor has been appointed and qualified or until the County Manager returns.

ARTICLE 4 **ADMINISTRATIVE DEPARTMENTS**

4.1 Initial departments

The initial departments of the Board of County Commissioners shall be those that exist upon the adoption of this Charter. Departments may be created, revised, merged or abolished by the Board of County Commissioners.

4.2 Department heads

Department heads shall be appointed, supervised and terminated by the County Manager, and shall be employees at will and shall be responsible to the County Manager. The County Manager shall have the sole authority to terminate any department head with or without cause. The decision of the County Manager to terminate a department head may be appealed to the Board of County Commissioners pursuant to policy adopted by the Board.

ARTICLE 5 **COUNTY OFFICERS**

5.1 County constitutional officers

The constitutional offices of Sheriff, Property Appraiser, Tax Collector, Clerk of the Circuit Court, and Supervisor of Elections shall remain as elected constitutional officers, and their powers, duties and functions will not be altered by this Home Rule Charter. The constitutional officers shall perform their executive and administrative functions as specified by law. The Clerk of the Court shall be ex officio clerk of the Board of County Commissioners, auditor, recorder and custodian of all county funds.

5.2 Non-partisan election of county officers

5.2.1 Non-partisan offices. *The County Commissioners, the County Attorney, the Superintendent of Schools and the County Constitutional Officers shall be elected on a non-partisan basis.
[as amended November 7, 2006].*

5.2.2 Non-partisan election procedures.

(a) The name of an unopposed candidate for an office provided to be non-partisan by this Charter shall not appear on any ballot, and such candidate shall be deemed to have voted for himself or herself at the general election.

(b) If two or more candidates, neither of whom is a write-in candidate, qualify for such an office, the names of those candidates shall be placed on the ballot at the first primary election. If any candidate for such office receives a majority of the votes cast for such office in the first primary election, the name of the candidate who receives such majority shall not appear on any other ballot unless a write-in candidate has qualified for such office. An unopposed candidate shall be deemed to have voted for himself or herself at the general election. If no candidate for such office receives a majority of the votes cast for such office in the first primary election, the names of the two candidates receiving the highest number of votes for such office shall be placed on the general election ballot. If more than two candidates receive an equal and highest number of votes, the name of each candidate receiving an equal and highest number of votes shall be placed on the general election ballot. In any contest in which there is a tie for second place and the candidate placing first did not receive a majority of the votes cast for such office, the name of the candidate placing first and the name of each candidate tying for second shall be placed on the general election ballot.

(c) The candidate who receives the highest number of votes cast for the office in the general election shall be elected to such office. If the vote at the general election results in a tie, the outcome shall be determined by lot.

5.2.3 Qualification by petition. A candidate for non-partisan office may qualify for election to such office by means of the petitioning process provided in general law.

5.2.4 Other provisions. In all respects not expressly provided in this charter, non-partisan elections shall be governed by the procedures set forth in general law for non-partisan school board elections; provided that nothing therein shall impair the constitutional rights of candidates to freedom of expression and association.

ARTICLE 6

POWERS RESERVED TO THE PEOPLE: INITIATIVE AND RECALL

6.1 Initiative

The electors of Columbia County shall have the right to initiate county ordinances in order to establish new legislation that is not in conflict with the State Constitution, general law or this Charter, and to amend or repeal existing ordinances when such amendments or repeal are not in conflict with the State Constitution or general law, upon petition signed by a number at least equal to seven percent of electors qualified to vote in the last preceding general election; provided that the number shall contain at least seven percent of the qualified electors in three or more commission election districts. Any citizen also has a constitutional right to instruct representatives and petition for redress of grievances.

6.1.1 Procedure for petition. The sponsor of an initiative shall, prior to obtaining any signatures, submit the text of a proposed ordinance to the Supervisor of Elections, with the proposed ballot summary and the form on which signatures will be affixed and obtain a dated receipt therefor. Any such ordinance shall embrace but one subject, and matter directly connected therewith. The sponsor shall cause a notice of such submission to be published within fourteen days after the date of submission, in a newspaper of general circulation in the County. The allowable period for obtaining signatures on the petition shall be completed not later than six months after initial receipt of the petition by the Supervisor of Elections.

The sponsor shall comply with all requirements of general law for political committees, and shall file quarterly reports with the Supervisor of Elections stating, to the best of the sponsor's information and belief, the number of signatures procured. The time and form of such reports may be prescribed by ordinance. When a sufficient number of signatures is obtained, the sponsor shall thereupon submit signed and dated forms to the Supervisor of Elections and upon submission shall pay all fees required by general law. The Supervisor of Elections shall, within sixty (60) days after submission, verify the signatures thereon, or specify a reason for the invalidity of each rejected signature if the petition is rejected for insufficiency of the number of valid signatures. If the petition is rejected for insufficiency of the number of signatures, the sponsor shall have an additional thirty (30) days within which to submit additional signatures for verification. The Supervisor of Elections shall, within thirty (30) days verify the additional signatures. In the event sufficient signatures are still not acquired, the petition initiative shall be rendered null and void and none of the signatures may be carried over onto another identical or similar petition.

6.1.2 Consideration by Board of County Commissioners. *Within sixty (60) days after the requisite number of names has been verified by the Supervisor of Elections and reported to the Board of County Commissioners, the Board of County Commissioners shall give notice and hold a public hearing on the proposed ordinance according to law and vote on it. If the board fails to enact the proposed ordinance, it shall, by resolution, call a referendum on the question of the adoption of the proposed ordinance to be held at the next general election occurring at least forty-five (45) days after the adoption of such resolution. If the question of the adoption of the proposed ordinance is approved by a majority of those registered electors voting on the question, the proposed ordinance shall be declared by resolution of the Board of County Commissioners to be enacted and shall become effective on the date specified in the ordinance, or if not so specified, on January 1 of the succeeding year. The Board of County Commissioners shall not amend or repeal an ordinance adopted by initiative prior to the next succeeding general election, without the approval of a majority of the electors voting at a referendum called for that purpose.*

6.1.3 Limitation on ordinances by initiative *The power to enact, amend or repeal an ordinance or amend this Charter by initiative shall not include ordinances or provisions relating to administrative or judicial functions; the county budget; debt obligations, capital improvement programs, salaries of county officers and employees, the assessment or collection of taxes; or matters inconsistent with the Charter, the general laws of Florida, or the Florida Constitution.*

6.2 Recall

The County Commissioners shall be subject to recall as provided by general law. Any elected constitutional county officer may be recalled in the manner provided by general law for recall of a county commissioner of a charter county. A successor to the unexpired term of office of any recalled commissioner or elected constitutional county officer shall be selected in the manner provided by the Constitution or general laws of Florida for filling of vacancies in office after recall in charter counties.

ARTICLE 7
SPECIAL DISTRICTS AND AUTHORITIES

As provided in Article VIII, §1(g) and §6 of the State Constitution, the Board of County Commissioners may by ordinance amend or repeal any local or special act of the Legislature applicable solely to the unincorporated area of the County.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Effective date

This Charter shall become law when approved by a majority of those electors voting on the matter in a referendum to be held in the county in November 2002 under the provisions of the Constitution and laws of Florida. The Charter Government shall assume all powers and duties provided by this Charter on the first day of January 2003, the effective date of this Charter.

8.2 Transition

8.2.1 Continuation of laws, ordinances and contracts. *Unless expressly provided otherwise in this Charter, the adoption of this Charter shall not affect any existing contracts or obligations of Columbia County; the validity of any of its laws, ordinances, regulations, and resolutions; or the term of office of any elected county officer, whose term shall continue as if this Charter had not been adopted.*

8.2.2 Initial county commissioners. *The persons comprising the Columbia County Board of County Commissioners on the effective date of this Charter shall become the initial members of the Board of County Commissioners of the charter government and shall perform the functions thereof until the expiration of their terms or until qualification of their successors as provided by law.*

8.2.3 Initial County Manager and attorney. *The County Administrator and County Attorney serving on the effective date of this Charter shall serve as the County Manager and County Attorney respectively.*

8.2.4 Employee continuation. *All employees of the former county government shall on the effective date of this Charter become employees of the county government created by this Charter. All existing wages, benefits, collective bargaining certifications and agreements, contracts and conditions of employment shall continue, until modified by lawful action of the Board of County Commissioners.*

8.2.5 Continuation of agencies and advisory bodies. *All existing appointments or designations of non-governmental agencies or corporations to act as official agencies of the County shall remain in full force and effect in accordance with their original terms, until amended or terminated by the Board of County Commissioners in accordance with the terms of such appointment and the provisions of this Charter. All members of advisory boards, resource groups or committees appointed for terms expiring after the effective date of this Charter shall continue to serve their terms without necessity of reappointment under this Charter.*

8.2.6 Outstanding bonds. All bonds, revenue certificates, and other financial obligations of the county outstanding on the effective date of this Charter shall be obligations of the charter government. All actions taken by the former government relating to the issuance of such obligations are hereby ratified and confirmed. Payment of such obligations and the interest thereon shall be made solely from and charged solely against funds derived from the same sources from which such payment would have been made had this Charter not taken effect.

8.3 Charter amendment

8.3.1 Amendment by Board of County Commissioners. The Board of County Commissioners, upon the concurrence of not fewer than a majority plus one of its entire membership, shall have the authority to propose by ordinance amendments to this Charter not inconsistent with the State Constitution or with general law.

8.3.2 Amendment by petition. Amendments to this Charter, not inconsistent with the State Constitution or with general law, may be proposed by a petition signed by a number of electors at least equal to ten per cent of the number of electors qualified to vote in the last preceding general election; provided that the number shall contain at least ten percent of the number of such qualified electors in three or more commission election districts; and further provided that any such amendment shall embrace but one subject and matter directly connected therewith. The sponsor of an amendment shall, prior to obtaining any signatures, submit the text of the proposed amendment to the Supervisor of Elections, with the proposed ballot summary and the form on which signatures will be affixed. The procedures for initiative petitions set forth in Section 6.1.1 of this Charter shall thereafter be followed. The power to amend this Charter by initiative shall not extend to administrative or judicial functions; the county budget; debt obligations, capital improvement programs, salaries of county officers and employees, the assessment or collection of taxes; or matters inconsistent with the Constitution or general laws of Florida.

8.3.3 Amendment referendum. The Board of County Commissioners shall cause any Charter amendment proposed under section 8.3.1 or 8.3.2 to be submitted to the electors for their approval. If a general election is scheduled more than sixty (60) days after the proposed amendment is proposed or validated, the question shall be placed on the ballot at a special election held concurrent with the general election, or at any earlier special election called for that purpose. Notice of said referendum, together with the language of the proposed amendment, shall be published at least twice in a newspaper of general circulation in the county, at intervals of at least seven (7) days, but not less than five (5) nor more than thirty (30) days prior to the referendum. Passage of proposed amendments shall require approval of a majority of electors voting in said election.

8.4 Charter review

Not later than July 1 of the year 2011 and of every eighth year thereafter, the Board of County Commissioners shall appoint a Charter Review Commission to review the Charter of the county. The Charter Review Commission shall be appointed in the same manner as a Charter Commission under Section 125.641 of the Florida Statutes as that section now exists or may be hereafter amended. The commission shall be funded by the Board of County

Commissioners and shall be known as the "Columbia County Charter Review Commission." It shall, within one (1) year from the date of its first meeting, present to the Board of County Commissioners its recommendations for amendment or revision of the Charter or its recommendation that no amendment or revision is appropriate. If amendment or revision is to be recommended, the Charter Review Commission shall conduct three (3) public hearings, at intervals of not less than ten (10), nor more than twenty (20), days, immediately prior to the transmittal of its recommendations to the Board of County Commissioners. The Board of County Commissioners shall schedule a referendum on the proposed charter amendments or revisions concurrent with the next general election. The Charter Review Commission may remain in existence until the general election for purposes of conducting and supervising education and information on the proposed amendments or revisions.
[as amended November 7, 2006].

8.5 Severability and validity

If any part of this Charter is held invalid or unconstitutional, the remainder thereof shall remain in full force and effect. It is the intent of the people of Columbia County that the provisions of this Charter with respect to the non-partisan election of County Commissioners are an exercise of their constitutional prerogative to provide for their governing body under Article VIII, section 1(e) of the Constitution of Florida; and that the provisions of this Charter with respect to the non-partisan election and recall of the county constitutional officers are an exercise of their constitutional prerogative to choose county officers in another manner or to abolish such offices as provided in Article VIII, section 1(d) of the Constitution of Florida. To the extent that it is necessary to the protection of these prerogatives of self-government, offices under this Charter are deemed created by the people of Columbia County through this Charter, and all of the powers and duties conferred by general law upon offices of like name in non-charter counties are transferred to the offices of the same name under this Charter. This Charter shall not otherwise be construed to alter, transfer, diminish or abolish any of the powers or duties of such offices now or hereafter existing under the Constitution and general laws of Florida.

BCC Approved: 2/7/13

Amendments Approved in General Election 11/5/12

040302-001 : CWATT/TVEIL : 00512092-WPD; 1

Attachment B

- I. Enterprise Florida – Qualified Targeted Industry Fact Sheet**
- II. NAICS CODES**



Businesses able to locate in other states and serving multi-state and/or international markets are targeted. Call Centers and Shared Service Centers may qualify for incentives if certain economic criteria are met. Retail activities, utilities, mining and other extraction or processing businesses, and activities regulated by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation are statutorily excluded from consideration. All projects are evaluated on an individual basis and therefore operating in a target industry does not automatically indicate eligibility.

For additional information about Florida's business advantages,
please visit Enterprise Florida's website at www.enterpriseflorida.com
or call 407-956-5600.

MANUFACTURING RELATED JOBS

<https://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart=2017>

THERE ARE LITERALLY HUNDREDS OF MANUFACTURING INDUSTRIES THAT WOULD BE SUITABLE FOR LOCATION AT THE COLUMBIA CATALYST SITE.

Please click on the hyperlink about to view.

2017 NAICS

The following table provides detailed information on the structure of NAICS.

Sector	Description
11	Agriculture, Forestry, Fishing and Hunting
21	Mining, Quarrying, and Oil and Gas Extraction
22	Utilities
23	Construction
31-33	Manufacturing
42	Wholesale Trade
44-45	Retail Trade
48-49	Transportation and Warehousing
51	Information
52	Finance and Insurance
53	Real Estate and Rental and Leasing
54	Professional, Scientific, and Technical Services
55	Management of Companies and Enterprises
56	Administrative and Support and Waste Management and Remediation Services
61	Educational Services
62	Health Care and Social Assistance
71	Arts, Entertainment, and Recreation
72	Accommodation and Food Services
81	Other Services (except Public Administration)
92	Public Administration

ATTACHMENT C
LETTERS OF SUPPORT & RESOLUTIONS

- I. GOVERNOR SCOTT LETTER OF SUPPORT**
- II. CSX RAILROAD LETTER**



RICK SCOTT
GOVERNOR

September 23, 2011

Elizabeth Agpaoa, Regional Forester
USDA Forest Service Southern Region
1720 Peachtree Road, NW
Atlanta, GA 30309

Dear Ms. Agpaoa:

This letter is being written in support of the Columbia County Industrial Authority's request for 11.9 acres of public lands from the U.S. Forest Service and the Osceola National Forest. The land will be used to provide right-of-way to build, construct and maintain a rail spur to serve the North Central Florida Rural Area of Critical Economic Concern (RACEC) Catalyst Site.

The Catalyst Site, part of a long term investment of Florida and the North Central region, is specially designated to help attract economic development opportunities and high paying jobs to a critical rural area. The site truly represents a significant, cooperative effort among numerous local and state agencies, local governments and private partners.

Fourteen Florida counties worked closely together to identify the best site for the region and then improve the site for economic development projects. Now the region is poised to benefit from these efforts. Specifically, the expansion of the Panama Canal and anticipated demand from the JAXPORT mean the Catalyst Site is ideally positioned for a regional logistics and distribution center. To be effective, direct rail and road access is required for the Catalyst Site.

I appreciate your consideration of this important project and the request for public lands. I ask that you join the cooperative effort to make this project a success and support a 14-county region which is ready to get to work.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Scott".

Rick Scott
Governor



Aubrey Brown
500 Water St, Jacksonville, FL 32202
Tel. 904-3664740 Fax. 904-3591077 E-mail. Aubrey_Brown@CSX.com

01 February, 2010

To Whom It May Concern:

CSX Transportation supports the Projected Site collaboratively developed by the Columbia County Industrial Development Authority (IDA), the North Central Florida Rural area of Critical Economic Concern (RACEC) Group, and the Plum Creek Land Company. The 2,590 Acre project Site is west of the Lake City Airport, and south of U.S. Highway 90, in Columbia County, Florida.

All parties believe that rail service to the site will provide the greatest opportunity for meaningful economic development, to not only Columbia County, but also the thirteen other counties in the North Central RACEC district and the State of Florida. In addition, the Governor's office of Tourism, Trade and Economic Development (OTTED) recognized the significance of this project with a \$300,000 grant.

CSX has agreed, with certain contingencies, to provide service to the site if access between the existing rail and the project site is obtained. CSX recognizes that the land between the existing rail line, our main east-west corridor, and U.S. 90, is part of the Osceola National Forest. However, these lands are critical to the overall access to the Project Site and the success in attracting meaningful economic opportunities.

Finally, we ask for your consideration in the request for public lands, for this purpose, as submitted by Plum Creek Land Company and the Columbia County IDA.

Sincerely

A handwritten signature in dark ink, appearing to read "A. Brown", written over a light blue horizontal line.

Aubrey Brown
Manager Regional Development

ATTACHMENT D

SUPPORTING DOCUMENTATION

- I. MEMORANDUM OF UNDERSTANDING – JAXPORT**
- II. MEMORANDUM OF UNDERSTANDING - PORT TAMPA BAY**
- III. NEWS RELEASE – US FORESTRY**
- IV. ARMY CORP OF ENGINEERS PERMIT**

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memorandum of Understanding between Columbia County – Florida ("Columbia County") and Jacksonville Port Authority ("JAXPORT")

THIS AGREEMENT is executed by and between Columbia County and JAXPORT in order to form a strategic partnership to enhance economic development and global commerce in North Florida.

WHEREAS, significant growth in international commerce is expected for the foreseeable future and drives the need for cooperation between the port and inland locations in order to maximize economic development, achieve efficient use of resources and ensure effective delivery of goods.

WHEREAS, cooperative agreements may facilitate information sharing and open dialogue, which allow stakeholders to benefit from wide ranging expertise and information concerning situations or challenges as they are occurring.

WHEREAS, longer term benefits of cooperation can prevent or diminish obstacles to achieving an efficient port corridor supply chain to inland locations.

WHEREAS, the Jacksonville Port Authority Strategic Plan dated December 5, 2013 identifies the development and location of import distribution centers within proximity to a deep water port as a key catalyst for increased steamship service and recommends that JAXPORT market areas with multiple Class I rail access that are located near port property for the potential development of logistics centers.

NOW, THEREFORE, consideration of the mutual provisions hereinafter contained, the parties agree as follows:

I. Scope of Agreement

- A. This Agreement sets forth the basis of mutual understanding between the parties to explore the benefits of a strategic partnership for the purpose of enhancing global commerce between the JAXPORT corridor supply chain and specifically the North Florida INTERMODAL PARK® in Columbia County, Florida.
- B. This Agreement will be for a one year term. Renewal of this Agreement and continuation of the Agreement will be subject to each Party signing a renewal agreement.
- C. The following sets forth the intent of the parties
 1. The parties may agree to share information that may assist the parties in the joint marketing each other's locations.

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

P O BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100


2. The parties agree to work together and cooperate as needed to form and maintain a federally designated U.S. foreign-trade zone ("FTZ") magnet site under FTZ 64's Alternative Site Framework ("ASF") specifically at the North Florida INTERMODAL PARK® subject to federal regulations and requirements. In order to allow for the grantee sponsorship of the FTZ 64 magnet site at the appropriate time, JAXPORT (as the Grantee of FTZ 64) agrees to reserve one FTZ magnet site out of the federally mandated maximum number of FTZ 64 magnet sites for this purpose.
3. The parties agree to meet as needed and no less frequently than twice per year to share best practices, educate prospective businesses and identify new opportunities for mutual benefit. The parties share interest in promoting opportunities that have the potential to increase business for the port while increasing employment and investment in Columbia County specifically at the North Florida INTERMODAL PARK®. In this manner, the parties may intend to form an Informal marketing alliance, which is designed to result in the development of a key inland connection to the port when mutually agreed upon. The parties may agree to invite each other to party-sponsored public events where prospects of mutual interest are in attendance.
4. To the extent each party is able; the parties agree to provide each other with timely information to improve international commerce through the JAXPORT corridor supply chain.
5. To the extent each party is able; the parties agree to identify and discuss strategies to stimulate intermodal transport and optimum use of the intermodal system.
6. To the extent each party is able; the parties agree to highlight each other's cooperation and successes through internal and external communications.
7. The parties agree to identify and maintain a staff representative as a primary point of contact and liaison for each party.

Columbia County

By: _____
County Official

Date: _____

Jacksonville Port Authority

By: 
Chief Executive Officer

Date: 6/19/14

**MEMORANDUM OF UNDERSTANDING BETWEEN
PLUM CREEK LAND COMPANY, COLUMBIA COUNTY, FLORIDA
AND PORT TAMPA BAY**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is made and executed by and between **Plum Creek Land Company**, a Delaware corporation, **Columbia County, Florida**, a political subdivision of the State of Florida (the "County"), and the **Tampa Port Authority d/b/a Port Tampa Bay**, a body politic and corporate existing under and by virtue of the Laws of the State of Florida, in order to form a strategic partnership to enhance economic development and global commerce in North Florida.

WHEREAS, significant growth in international commerce is expected for the foreseeable future and drives the need for cooperation between the port and inland locations in order to maximize economic development, achieve efficient use of resources and ensure effective delivery of goods; and

WHEREAS, cooperative agreements facilitate information sharing and open dialogue, which allow stakeholders to benefit from wide ranging expertise and information concerning situations or challenges as they are occurring; and

WHEREAS, longer term benefits of cooperation can prevent or diminish obstacles to achieving an efficient port corridor supply chain to inland locations; and

WHEREAS, the development and location of import distribution centers within proximity to a deep water port is a key catalyst for increased ship service.

NOW, THEREFORE, in consideration of the mutual provisions hereinafter contained, the parties indicate and memorialize their mutual understanding as follows:

I. SCOPE

- A. This Memorandum sets forth the basis of mutual understanding between the parties to explore the benefits of a strategic partnership for the purpose of enhancing global commerce between the Port Tampa Bay corridor supply chain and Plum Creek Land Company's North Florida INTERMODAL PARK® in Columbia County, Florida.
- B. This understanding will be ongoing until and unless any one of the parties withdraw by giving thirty (30) days written notification to the other parties' primary point of contact and liaison identified in Section C(7) below.
- C. The following sets forth the intent of the parties:
 - 1. The parties agree to share information that may assist the parties in the joint marketing of one another's locations.
 - 2. The parties agree to prioritize one another's locations in marketing and promotion efforts to attract and maintain global businesses. The parties agree to meet and communicate regularly and more frequently as needed to share best practices, educate prospective businesses, and identify new opportunities for mutual benefit. The parties share interest in promoting opportunities that have the

potential to increase business for Port Tampa Bay while increasing employment and investment in Columbia County at Plum Creek Land Company's North Florida INTERMODAL PARK®. In this manner, the parties intend to form an informal marketing alliance, which is designed to result in the development of a key inland connection to the port. The types of marketing and promotion activities envisioned by the parties include, but are not limited to, website promotion, references in marketing presentations and brochures, and joint participation in outreach events. Outreach events are expected to include trade shows as well as meetings with importers/exporters, site selection influencers, foreign direct investment candidates, commercial real estate brokers and economic development professionals. The parties agree to invite each other to party-sponsored public events where prospects of mutual interest are in attendance.

3. To the extent each party is able, the parties agree to provide one another with timely information to improve international commerce through the Port Tampa Bay corridor supply chain.
4. To the extent each party is able, the parties agree to meet on a periodic basis to discuss needs associated with Port Tampa Bay and inland port logistics, and the development of plans intended to meet logistics needs.
5. To the extent each party is able, the parties agree to identify and discuss strategies to stimulate intermodal transport and optimum use of the intermodal system, including meetings with rail and other transportation-related companies.
6. To the extent each party is able, the parties agree to highlight one another's cooperation and successes through internal and external communications.
7. The parties agree to identify a staff representative as a primary point of contact and liaison for each party.

Columbia County

By: [Signature]
County Official

Date: 11/14/15

Plum Creek Land Company

By: [Signature]
Corporate Officer

Date: 10/15/15

Port Tampa Bay

By: [Signature]
Chief Executive Officer

Date: 10/27/15



USDA FOREST SERVICE NEWS RELEASE FOR IMMEDIATE RELEASE

Date: December 31, 2014

Contact: Susan Blake, 850-523-8500

Website: www.fs.fed.us/r8/florida

Follow us on Twitter: [www.twitter.com/NFinFlorida](https://twitter.com/NFinFlorida)

National Forests in Florida completes unprecedented land exchange

TALLAHASSEE, Fla. – In an unprecedented land exchange by the U.S. Forest Service, the National Forests in Florida recently finalized a land exchange in Columbia, Baker and Union Counties with timber and land company Plum Creek to secure permanent easements for the Florida National Scenic Trail and Florida's Strategic Intermodal System.

The land exchange involved a 6.27 acre tract of the Osceola National Forest, in which Columbia County was granted a permanent easement to connect from the existing east/west rail line originating from the Port of Jacksonville to a proposed logistics center or intermodal park on Plum Creek land in Columbia County.

"Together, we all came up with a plan that would make it truly a win, win scenario for the public and the Forest Service, while also accomplishing the objectives of what Columbia County and Plum Creek want to achieve," said Kyle Jones, Lands, Minerals and Special Uses Program Manager for the National Forests in Florida.

The National Forests in Florida and the Osceola National Forest worked with Columbia County and Plum Creek representatives, with the help and facilitation of Western Land Group, to devise a viable land exchange that would benefit the county, stakeholders and the community. As a result, Plum Creek exchanged and donated a total of 12.35 acres of land for an easement, re-routing access to the Florida National Scenic Trail in perpetuity.

"Everyone looked at the final exchange package and was very satisfied that it would not only be in the public's interest, but be determined to be of approximate equal value," said Adam Poe, president of Western Land Group. "It was really a great collaborative process."

The intermodal system proposed by Columbia County will access Interstates 10 and 75, along with U.S. Highways 90, 41, 441 and State Road 100. In addition, the exchange will provide passage to two class one railroads owned by CSX and Norfolk Southern, and a local municipal airport with an 8,000 foot runway.

"North Florida is still a rural area; we want the best for our people. We'll do everything we can to bring in projects like this that have the potential to successfully bring in new businesses to boost our local economy," said Dale Williams, Columbia County Manager. "This would not have been possible without the cooperation of the Forests Service."

Columbia County is one of fourteen counties collaborating to build economic diversity and create new jobs as part of the North Central Florida Rural Area of Critical Economic Concerns (RACEC) as designated by the Florida Legislature.

“We worked in concert with Columbia County. They were very much a partner with us in order to move this project forward to create jobs for the region,” said Allison Megrath, Manager of Real Estate for Plum Creek.

#



DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
2833 NW 41ST ST. UNIT 130
GAINESVILLE, FLORIDA 32606

September 21, 2017

REPLY TO
ATTENTION OF

Regulatory Division
West Permits Branch
Tampa Permits Section
Gainesville Field Office
SAJ-2017-00519 (NW-JED)

Columbia County Board of County Commissioners
Attn: County Manager Ben Scott
P.O. Box 1529
Lake City, FL 32056-1529

Dear Mr. Scott:

The U.S. Army Corps of Engineers (Corps) assigned your application for a Department of the Army permit, which the Corps received on July 24, 2017, the file number SAJ-2017-01197. A review of the information and drawings provided indicates that the proposed work involves the discharge fill of material consisting of fill dirt, riprap material, and reinforced concrete pipe into 0.28 acre of waters of the United States in order to construct a 1,960 linear foot wye orientation rail spur and associated track side ditches and swales. The proposed project is located on Tax Parcel Identification Numbers 31-3S-18-10332-002 and 31-3S-18-10314-000, in Section 31, Township 3 South, Range 18 East, Olustee, Columbia County, Florida.

Coordinates: Latitude: 30.190563°

Longitude: -82.549462°

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Number 14. In addition, project specific conditions have been enclosed. This verification is valid until **March 18, 2022**. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Internet page to access Internet links to view the Final Nationwide Permits, Federal Register Vol. 82, dated January 6, 2017, specifically pages 1983 to 2008, and the table of Regional Conditions. The Internet page address is:

<http://www.saj.usace.army.mil/Missions/Regulatory.aspx>

Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there you will need to click on "Source Book"; and, then click on "Nationwide Permits." These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions, which apply specifically to this verification for NWP 14. Enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event you have not completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this verification:

- 1. Self-Certification Statement of Compliance:** Within 60 days of completion of the work authorized, the attached Self-Certification Statement of Compliance must be completed and submitted to the U.S. Army Corps of Engineers. Mail the completed form to the Regulatory Division, Special Projects and Enforcement Branch, Attn: Shaun Gallagher, 2833 NW 41st Street, Unit 130, Gainesville, Florida 32606.
- 2. Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area into waters of the United States. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work is completed and the work areas are stabilized.
- 3. Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.
- 4. Regulatory Agency Changes:** Should any other regulatory agency require changes to the work authorized or obligated by this permit, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Gainesville Field Office at the letterhead address.

5. Eastern Indigo Snake Protection Measures and Inspection: Permittee shall comply with U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated August 12, 2013, enclosed herein. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at <http://myfwc.com/gophertortoise>. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.

6. Cultural Resources/Historic Properties:

a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33

CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

This letter of authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. Prior to the initiation of any construction, projects qualifying for this Nationwide permit must qualify for an exemption under section 403.813(1), Florida Statutes or 373.406, Florida Statutes, or otherwise be authorized by the applicable permit required under Part IV of Chapter 373, Florida Statutes, by the Department of Environmental Protection, a water management district under section 373.069, Florida Statutes, or a local government with delegated authority under section 373.441, Florida Statutes, and receive Water Quality Certification and applicable Coastal Zone Consistency Concurrence or waiver thereto, as well as any authorizations required for the use of state-owned submerged lands under Chapter 253, Florida Statutes, and, as applicable, Chapter 258, Florida Statutes. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact me by telephone at 352-264-7672.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Sincerely,

DAVIDSON JAMES
EJR.1285511468
James "Bo" Davidson
Project Manager

Enclosures:

General Conditions (1 page)
Department of the Army Permit Transfer Request (1 page)
Self-Certification Form (1 pages)
Eastern Indigo Snake Protection Measures (3 Pages)
Construction Drawings (6 pages)

Copies Furnished:

Stantec, Attn: ken Huntington, ken.huntington@stantec.com
Columbia County, Attn: Ben Scott, ben_scott@columbiacountyfla.com

CESAJ-RD-SE

GENERAL CONDITIONS
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on **March 18, 2022**.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2017-00519(NW-JED)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019.

(TRANSFEEE-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

(BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2017-00519 (NW-JED)

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO _____

TO SCHEDULE AN INSPECTION PLEASE CONTACT _____
AT _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks,
dredging,
etc.): _____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE
U.S. Fish and Wildlife Service
August 12, 2013

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida for use by applicants and their construction personnel. At least **30 days** prior to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: jaxregs@fws.gov; South Florida Field Office: verobeach@fws.gov; Panama City Field Office: panamacity@fws.gov). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or "approval" from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or "approval" from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

POSTER INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11" x 17" or larger paper and laminated, is attached):

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and **WILL BITE** if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands

and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION UNDER FEDERAL AND STATE LAW: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, and the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant's designated agent, and the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office – (904) 731-3336

Panama City Field Office – (850) 769-0552

South Florida Field Office – (772) 562-3909

PRE-CONSTRUCTION ACTIVITIES

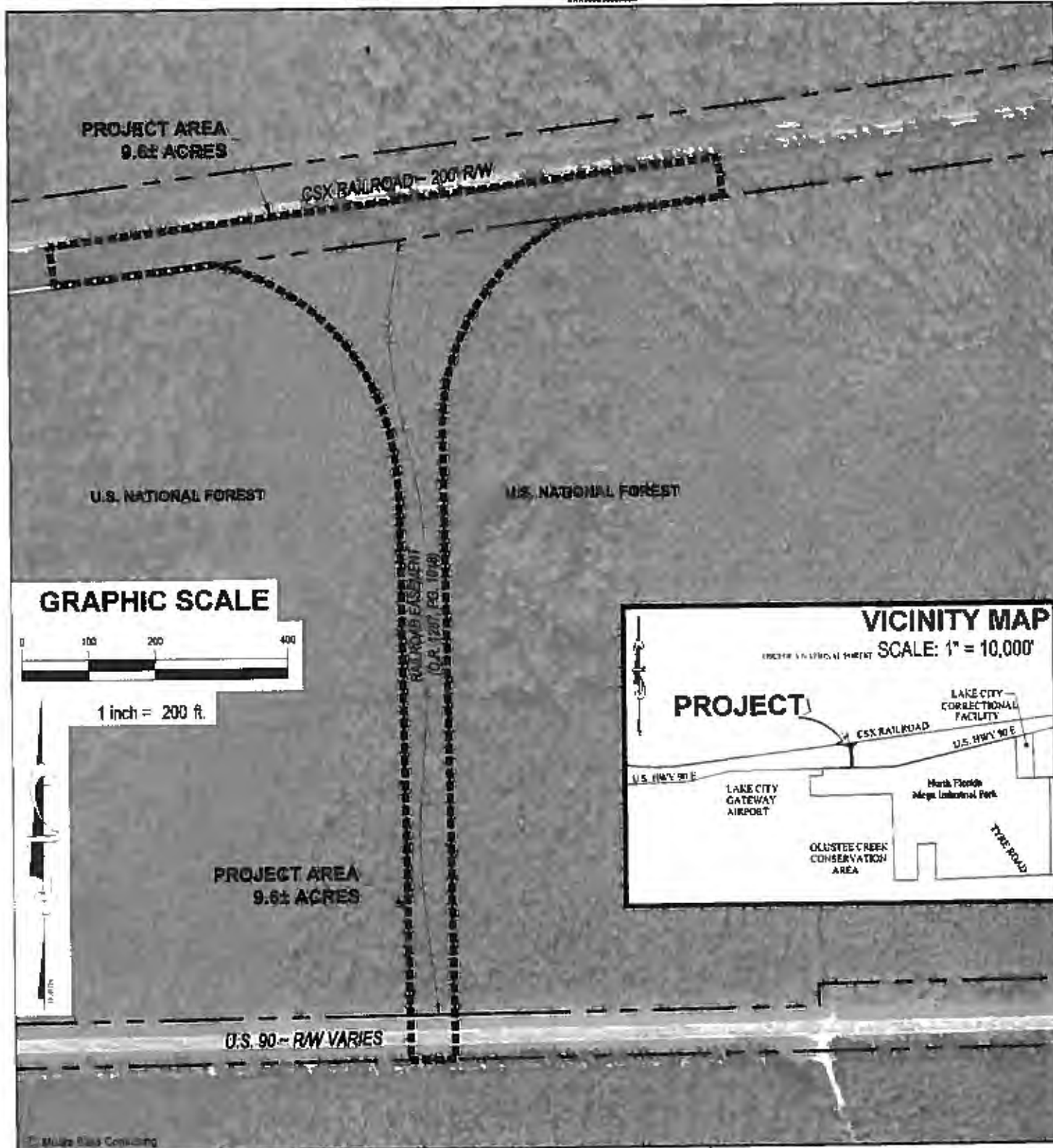
1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.
2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5" x 11" paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC websites.
3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

DURING CONSTRUCTION ACTIVITIES

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).
2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.
3. Periodically during construction activities, the applicant's designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

POST CONSTRUCTION ACTIVITIES

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.



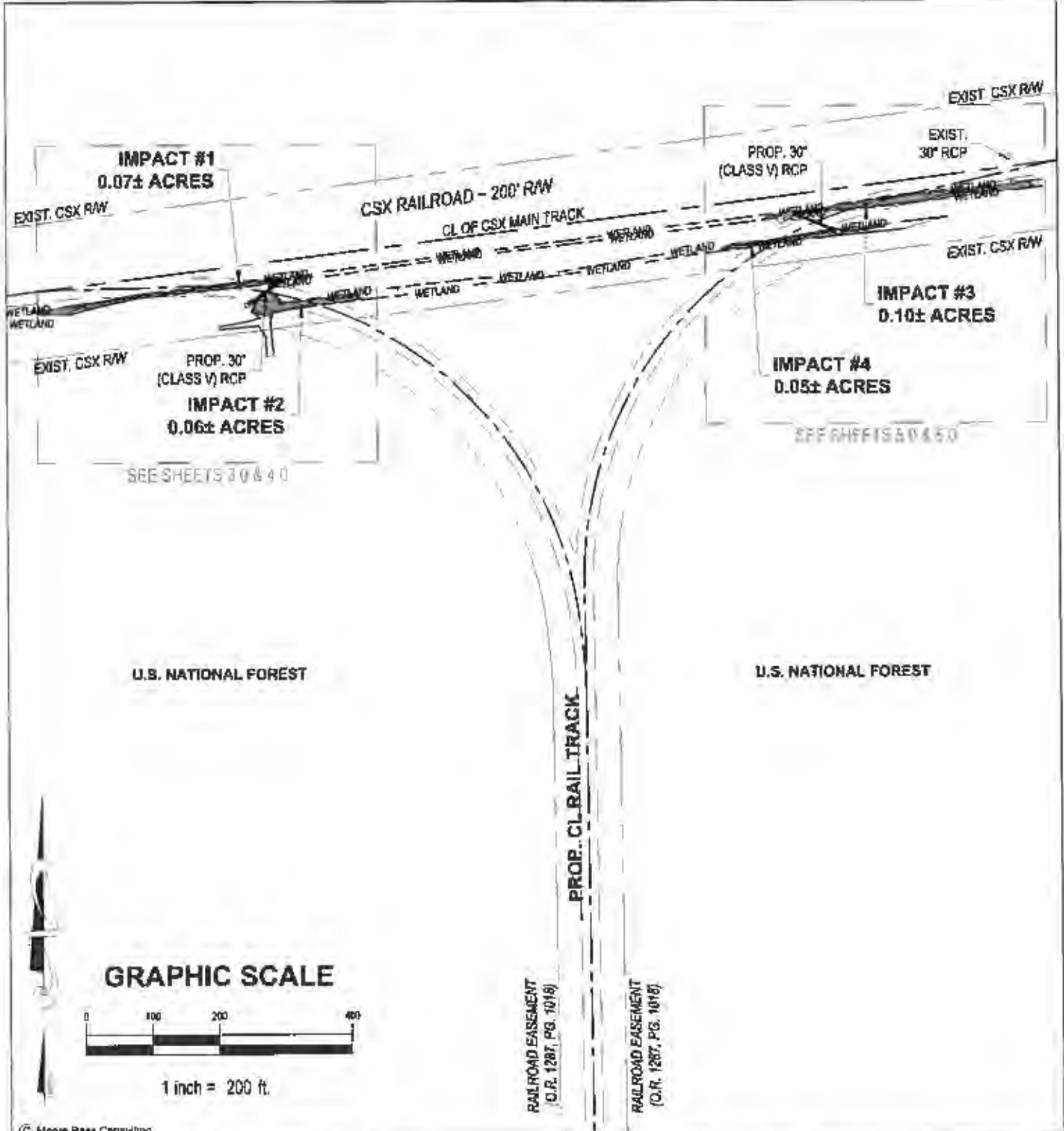
© Moore Bass Consulting

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CLIENT NAME

FILE #	N04.001	NFMP Rail Spur - CSX RW Wetland Impact 2017 04 04.dwg
CONTRACT #	2017 04 04	ARCHIVE
DATE	2017 04 04	DRAWN BY
PROJECT NAME	NORTH FLORIDA MEGA INDUSTRIAL PARK COLUMBIA COUNTY, FLORIDA	SHEET TITLE
		RAIL SPUR IMPACTS (AERIAL AND VICINITY MAP)
		1.0

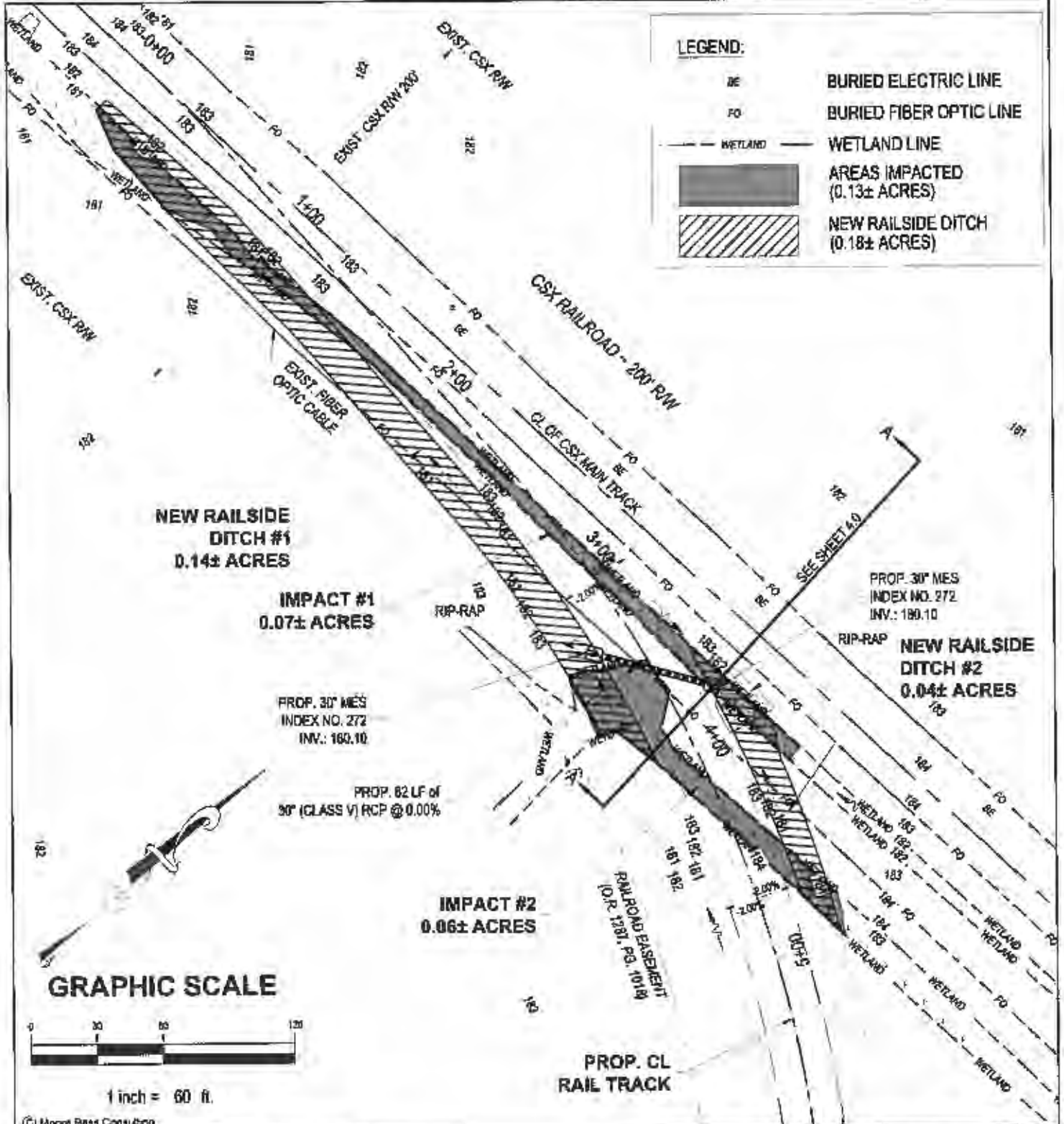
C:\MBC\Dropbox\Plum Creek - NFMP Rail Spur\NFMP Rail Spur - CSX RW Wetland Impact 2017 04 04.dwg AERIAL.shompson Apr 04, 2017 1:30:48pm



© Moore Bass Consulting

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CLIENT NAME	PROJECT NAME NORTH FLORIDA MEGA INDUSTRIAL PARK COLUMBIA COUNTY, FLORIDA	SHEET TITLE RAIL SPUR IMPACTS (OVERALL)	2.0
-------------	--	---	-----

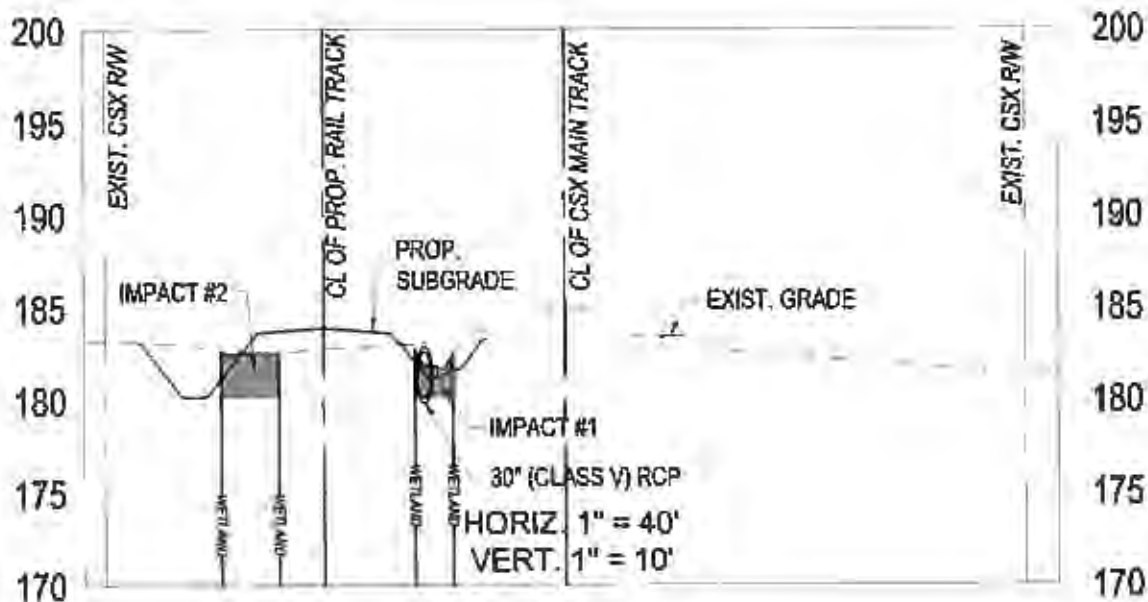


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CLIENT NAME	PROJECT NAME	FILE #	NFMP Rail Spur - CSX Ry/Wetland Impact 2017 04 04 dwg
	NORTH FLORIDA MEGA INDUSTRIAL PARK COLUMBIA COUNTY, FLORIDA	CONTRACT #	MB-001
		DATE	2/17/04 04
		DRAWN BY	AJT
		SHEET TITLE	RAIL SPUR IMPACTS (WESTERN SECTION DETAIL)
			3.0

CROSS SECTION A-A WESTERN IMPACTS



Moore Bass Consulting

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CLIENT NAME

FILE #

CONTRACT #

DATE

PROJECT NAME

NORTH FLORIDA MEGA INDUSTRIAL PARK
 COLUMBIA COUNTY, FLORIDA

NFMP Rail Spur - CSX R/W/Wetland Impact 2017 04 04 dwg

ARCHIVE

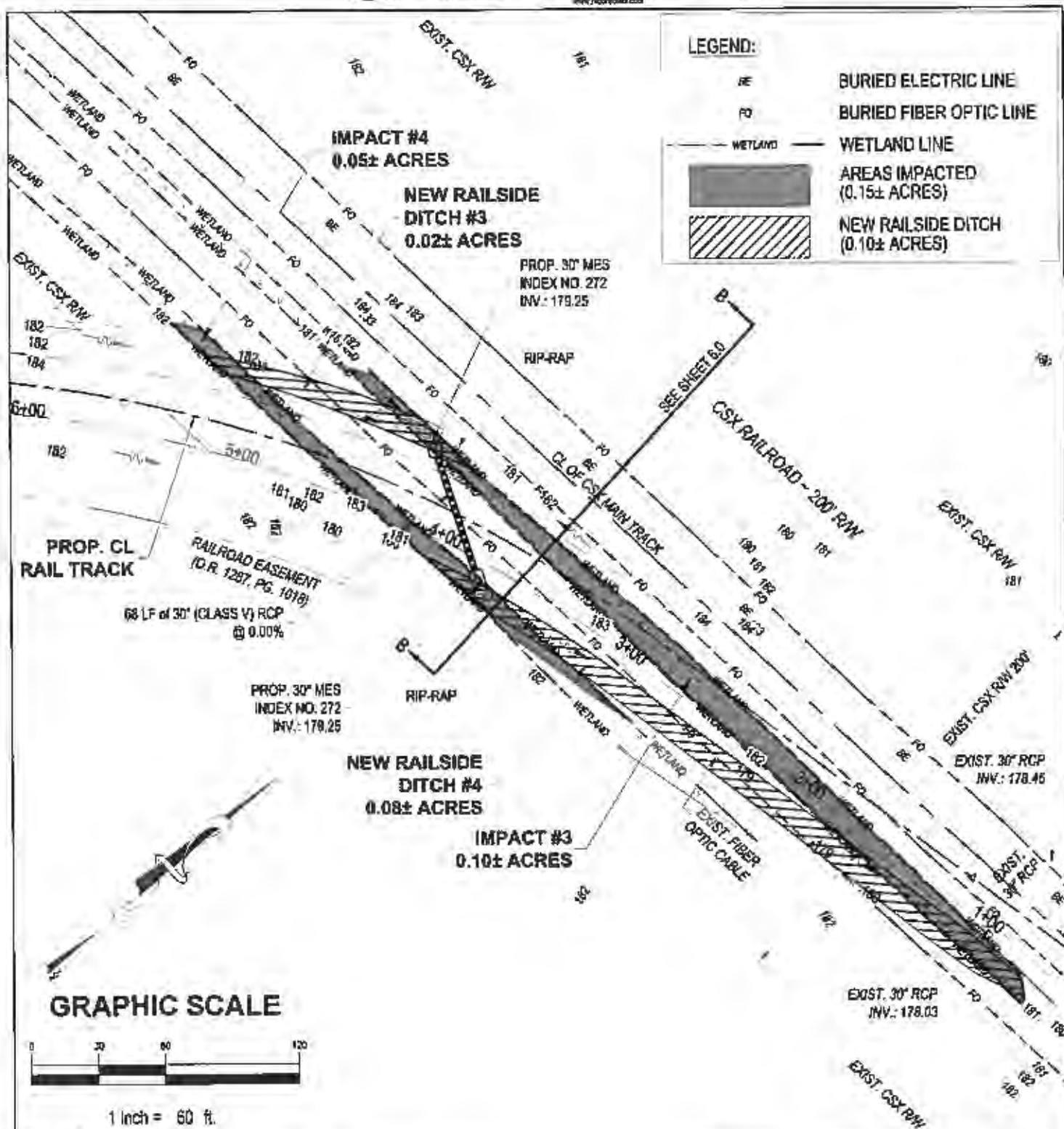
DRAWN BY

AJT

SHEET TITLE

RAIL SPUR IMPACTS
 CROSS SECTION A-A

4.0

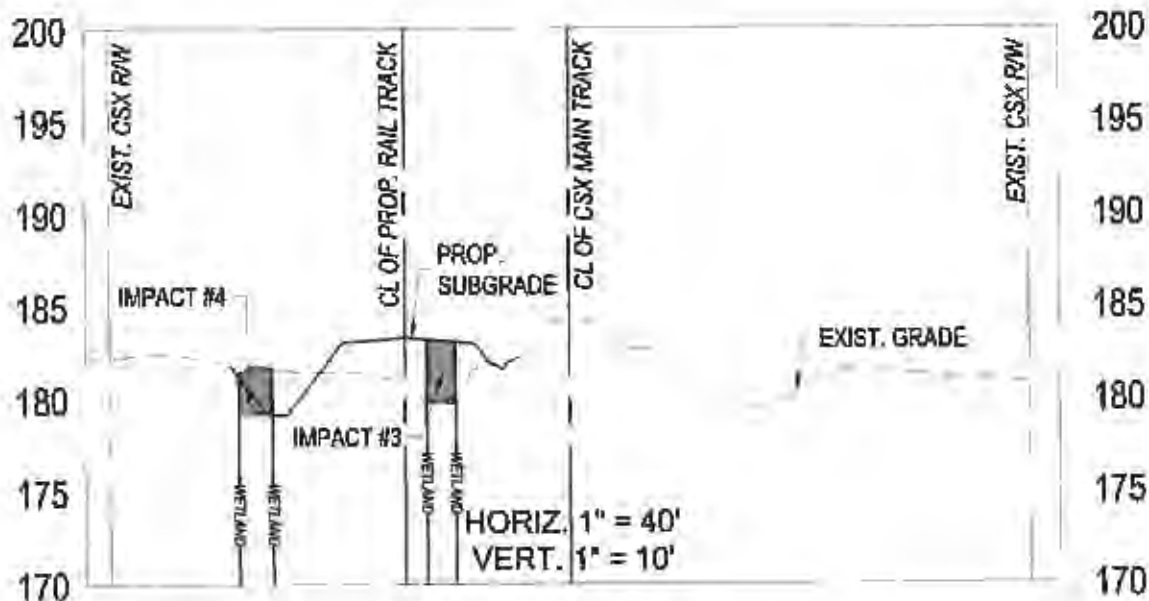


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CLIENT NAME	PROJECT NAME	SHEET TITLE	5.0
	NORTH FLORIDA MEGA INDUSTRIAL PARK COLUMBIA COUNTY, FLORIDA	RAIL SPUR IMPACTS (EASTERN SECTION DETAIL)	
FILE #	CONTRACT #	DATE	ARCHIVE
NPA-P Rail Spur - CSX ROW Wetland Impact 2017 04 04.dwg	N34001	2017.04.04	
		DRAWN BY	AJT

CROSS SECTION B-B EASTERN IMPACTS



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CLIENT NAME	PROJECT NAME	SHEET TITLE	
	NORTH FLORIDA MEGA INDUSTRIAL PARK COLUMBIA COUNTY, FLORIDA	RAIL SPUR IMPACTS (CROSS SECTION B-B)	6.0

C:\MBC\Drawings\Draws Cities - NFMIP\RailSpur\NFMIP Rail Spur - CSX RW Wetland impact 2017 04.04.dwg, EAST-ASEC, thompson, Apr 04 2017 3:48:56pm



24

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: September 28, 2017

Meeting Date: October 5, 2017

Name: David Kraus

Department: Stormwater Management

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

To authorize the County to apply for a Total Maximum Daily Loads program (TMDL) grant, a Florida Section 319 Grant, a Regional Initiative Valuing Environmental Resources (RIVER) grant and Legislative Appropriation funding for the Cannon Creek Stormwater Mitigation Project.

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

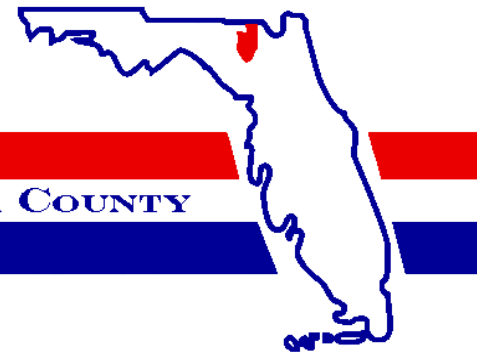
For Use of County Manger Only:

☒

Consent Item

☐

Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

DATE: September 28, 2017

TO: Columbia County Board of County Commissioners

FR: David Kraus, Risk manager 

RE: Applications for Additional Grant Funding for Cannon Creek Project

The Cannon Creek Stormwater Mitigation Project for flood abatement, aquifer recharge and springs protection began as one of 5 stormwater projects in 2008. Columbia County has received \$750,000 in Legislative Appropriations and \$2,250,000 in Springs Initiative monies and \$340,000 in local funds for the design, engineering and property acquisition. As the County nears the completion of this phase, we are seeking additional funding for the construction of the project.

In a meeting with the Suwannee River Water Management District, we identified 4 potential funding opportunities for the completion of this project: Total Maximum Daily Loads program (TMDL), Florida Section 319 Grants, Regional Initiative Valuing Environmental Resources (RIVER) and Legislative Appropriation.

The TMDL program is a couple of weeks away from issuing the notice of funds availability that will begin the application cycle for 2017. This grant is primarily for stormwater retrofit projects that reduce pollutant loadings from urban areas that discharge into identified impaired waterways. This grant requires a 50% match of which 25% must be from local funds.

Section 319 grants are passed through the DEP from the EPA. The funding cycle usually begins in the first quarter of the calendar year with submission usually around March. The State will evaluate the applications and send them to the EPA in late summer. The EPA has 1 year from that date to review all projects and will award funds 1.5 to 2 years from the original application. Applications made in March 2017 are projected to be funded by fall 2018. This grant requires a 40% nonfederal match.

The Suwannee River Water Management District accepts RIVER applications on continuing basis but considers those applications twice a year. RIVER grants are intended to improve water quality, provide flood protection. Protect the water supply and restore natural systems. This grant requests a 50% match but the County may qualify for a waiver of the match.

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

Finally, the Legislative Appropriation process has already begun and is accepting applications.

Staff requests the Columbia County Board of County Commissioners authorize the County to apply for a Total Maximum Daily Loads program (TMDL) grant, a Florida Section 319 Grant, a Regional Initiative Valuing Environmental Resources (RIVER) grant and Legislative Appropriation funding for the Cannon Creek Stormwater Mitigation Project.



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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: September 26, 2017

Meeting Date: October 5, 2017

Name: Kevin Kirby

Department: Public Works

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

Approval of Mosquito Control Certified Budget for FY 17/18 for FDACS.

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☒

N/A

☐

Yes Account No. _____

☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

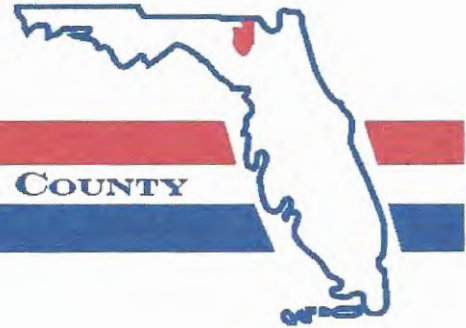
For Use of County Manger Only:

☒

Consent Item


☐

Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: September 25, 2017
To: Ben Scott, County Manager
From: Kevin Kirby, Assistant County Manager 
RE: Mosquito Control Certified Budget for FY 17/18

Attached please find two (2) copies of the FY 17/18 FDACS Certified Budget form #13617 for approval.

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



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services
ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL

Submit to:
Mosquito Control
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650

ADAM H. PUTNAM
COMMISSIONER

Section 388.361, F.S. and 5E-13.027(1), F.A.C.
Telephone: (850) 617-7995; Fax (850) 617-7969

County or District **COLUMBIA**

FISCAL YEAR: OCTOBER 1, 2017 - SEPTEMBER 30, 2018

RECEIPTS

Acct #	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	\$81,478.00	\$81,478.00	
334.1	State Grant	\$31,540.00	\$0.00	\$31,540.00
362	Equipment Rentals	\$0.00	\$0.00	\$0.00
337	Grants and Donations	\$0.00	\$0.00	\$0.00
361	Interest Earnings	\$0.00	\$0.00	\$0.00
364	Equipment and/or Other Sales	\$0.00	\$0.00	\$0.00
369	Misc./Refunds (prior yr expenditures)	\$0.00	\$0.00	\$0.00
380	Other Sources	\$0.00	\$0.00	\$0.00
389	Loans	\$0.00	\$0.00	\$0.00
TOTAL RECEIPTS		\$113,018.00	\$81,478.00	\$31,540.00
Beginning Fund Balance		\$0.00	\$0.00	\$0.00
Total Budgetary Receipts & Balances		\$113,018.00	\$81,478.00	\$31,540.00

EXPENDITURES

Acct #	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	\$25,852.00	\$25,852.00	\$0.00
20	Personal Services Benefits	\$6,094.00	\$6,094.00	\$0.00
30	Operating Expense	\$0.00	\$0.00	\$0.00
40	Travel & Per Diem	\$1,800.00	\$1,000.00	\$800.00
41	Communication Serv	\$0.00	\$0.00	\$0.00
42	Freight Services	\$0.00	\$0.00	\$0.00
43	Utility Service	\$0.00	\$0.00	\$0.00
44	Rentals & Leases	\$0.00	\$0.00	\$0.00
45	Insurance	\$0.00	\$0.00	\$0.00
46	Repairs & Maintenance	\$15,000.00	\$9,400.00	\$5,600.00
47	Printing and Binding	\$0.00	\$0.00	\$0.00
48	Promotional Activities	\$0.00	\$0.00	\$0.00
49	Other Charges	\$1,000.00	\$500.00	\$500.00
51	Office Supplies	\$0.00	\$0.00	\$0.00
52.1	Gasoline/Oil/Lube	\$9,174.00	\$6,101.00	\$3,073.00
52.2	Chemicals	\$51,061.00	\$30,994.00	\$20,067.00
52.3	Protective Clothing	\$0.00	\$0.00	\$0.00
52.4	Misc. Supplies	\$1,000.00	\$500.00	\$500.00
52.5	Tools & Implements	\$0.00	\$0.00	\$0.00
54	Publications & Dues	\$437.00	\$237.00	\$200.00
55	Training	\$1,600.00	\$800.00	\$800.00
60	Capital Outlay	\$0.00	\$0.00	\$0.00
71	Principal	\$0.00	\$0.00	\$0.00
72	Interest	\$0.00	\$0.00	\$0.00
81	Aids to Government Agencies	\$0.00	\$0.00	\$0.00
83	Other Grants and Aids	\$0.00	\$0.00	\$0.00
89	Contingency (Current Year)	\$0.00	\$0.00	\$0.00
99	Payment of Prior Year Accounts	\$0.00	\$0.00	\$0.00
TOTAL BUDGET AND CHANGES		\$113,018.00	\$81,478.00	\$31,540.00
0.001	Reserves - Future Capital Outlay	\$0.00	\$0.00	\$0.00
0.002	Reserves - Self-Insurance	\$0.00	\$0.00	\$0.00
0.003	Reserves - Cash Balance to be Carried Forward	\$0.00	\$0.00	\$0.00
0.004	Reserves - Sick and Annual Leave Trans Out	\$0.00	\$0.00	\$0.00
TOTAL RESERVES ENDING BALANCE		\$0.00	\$0.00	\$0.00
TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES		\$113,018.00	\$81,478.00	\$31,540.00
ENDING FUND BALANCE		\$0.00	\$0.00	\$0.00

I certify that the budget shown was adopted on this _____ Day of _____ 20____

SIGNED: _____

Chairman of the Board, or Clerk of Circuit Court

APPROVED: State of Florida Department of Agriculture and Consumer Services, Mosquito Control Program

SIGNED: _____

Mosquito Control Program



26

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: September 25, 2017Meeting Date: October 5, 2017Name: Paula VannDepartment: Tourist Development

Division Manager's Signature: _____

1. Nature and purpose of agenda item:

Request to approve 2017-2018 Smith Travel Report (STR) contract.

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

2. Fiscal impact on current budget.

Is this a budgeted item?

☐

N/A

☒

Yes Account No.

107-5200-552.30-54 DUES & SUBSCRIPTIONS☐

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

Fund: _____

FROM: _____

TO: _____

AMOUNT: _____

For Use of County Manger Only:☒

Consent Item

☐

Discussion Item



971 West Duval Street, Suite 145
Post Office Box 1847
Lake City, Florida 32056-1847
(386) 758-1312
www.SpringsRUs.com

Memorandum

DATE: 9.25.2017

TO: Scott Ward, Assistant County Manager

FROM: Paula Vann, Tourist Development Executive Director

RE: Smith Travel Report (STR) Contract

The Columbia County TDC requests approval of the annual Smith Travel Report (STR) contract for \$4,550.

The Smith Travel Report (STR) is utilized by Destination Marketing Organizations (DMOs) to evaluate current trends and future trends in a specific market. This report provides data to assist Columbia County in its marketing plan and budget process, as it reveals peaks and downtimes for our travel market. The TDC can recognize if our trends are in line with the region and state, and evaluate where marketing efforts should be focused.

We are contracting to receive three reports for the 2017-2018 fiscal year: Multi-Segment Destination Report, Trend Report and an 18-month Market Forecast. The reports are outlined below.

Multi-Segment Destination Report

Destination Reports provide occupancy, average daily rate (ADR) and revenue per available room (RevPAR) for our chosen regions, markets and selected sets. The reports are customised, allowing us to display key performance data for seven segments and timeframes. Additionally, we receive supply and demand data for these seven segments.

Trend Report

A monthly Trend Report displays eighteen months (and current year-to-date) of historical monthly performance data including: occupancy, average daily rate (ADR), revenue per available room (RevPAR), supply and demand.

Market Forecast

Market Forecasts draw upon the complete historical data STR holds on the market, the supply pipeline, key hotel demand drivers (e.g. events), and economic indicators at the market, national and international level to project future performance. The report is updated and delivered one time-annually, providing up-to-date insight on the industry and an overview of the current economic conditions. Hotel Market Forecasts are the ultimate resource to project future performance of our market's key metrics.

STR, INC
REPUBLICATION RIGHTS RENEWAL AGREEMENT

Licensees:	Columbia County Tourist Development
Primary Contact Names:	Paula Vann
Primary Contact Phone:	+1 (386) 158-1397
Mailing Address:	263 NW Lake City Avenue, P o Box 1847
City, State, Zip:	Lake City, FL 32055
Effective Date:	October 1, 2017

This Republication Rights Renewal Agreement is made effective as of the Effective Date by and between STR, INC. ("STR"), a Tennessee corporation with its principal offices at 735 East Main Street, Hendersonville, Tennessee 37075, and the undersigned LICENSEE, with offices at the address identified above.

RECITALS:

A. STR compiles, analyzes, organizes and publishes information about the lodging industry, including newsletters, custom reports and databases (the "STR Data").

B. LICENSEE desires to RENEW its rights to extract, reuse and republish certain STR Data in accordance with the terms of this Agreement, subject to the terms set forth below.

1. Republication Rights RENEWAL. Subject to the terms and conditions of this Agreement, STR hereby **RENEWS** its grant to LICENSEE of a non-exclusive, non-transferable, non-sublicensable license to copy, manipulate, extract, republish and distribute STR Data contained in any issues of the *STR Destination Reports* purchased from STR by LICENSEE solely for LICENSEE'S internal business use and as set forth on **Addendum 1** attached hereto and incorporated herein by reference. Internal users are defined as employees, board members, accountants, attorney's, marketing professionals or other professional advisors who are bound by a duty of confidentiality not to disclose such information. LICENSEE stakeholders and members, including member hotels, are not considered internal users.

2. Restrictions.

(a) Nothing in this Agreement shall be interpreted so as to give LICENSEE any right to obtain from STR any STR Data for which LICENSEE has not paid STR in accordance with STR's standard pricing terms.

(b) This Agreement shall only apply to STR Data published in issues of the *STR Destination Reports* for which LICENSEE has paid STR. STR Data from the HOST Report or from any trend or forecast report may not be republished without express written permission from STR, which may be withheld for any reason and which may be made subject to any terms and conditions set forth by STR.

(c) Nothing in this Agreement shall be interpreted so as to permit LICENSEE to republish all or substantially all of the STR Data in a manner that would have the effect of substantially duplicating the information in and organization of any issue or series of issues of any STR general publication. Any such republication of STR Data is strictly prohibited.

3. **Duration of Rights.** The republication rights granted herein shall remain in effect for the duration of the subscription, at which time this Agreement shall automatically terminate.

4. **Acknowledgment and Restriction on Downstream Use.**

(a) LICENSEE acknowledges, understands and agrees that the STR Data is proprietary to STR. Prior to using local market report data in its publications, advertising or marketing efforts as authorized in Addendum 1, LICENSEE agrees to provide STR with a copy of the proposed publication masthead, advertisement, or marketing plan in form and substance acceptable to STR. Copies of all publications, whether they be electronic or hard copy, containing STR data must be faxed to (615) 824-3848 or emailed to info@str.com STR and LICENSEE further agree that STR has the right to amend or change the masthead, advertisement, marketing plan or other materials to the extent STR believes is reasonably necessary to comply with the terms and conditions hereof.

(b) If LICENSEE republishes any STR Data in any form, STR must be clearly and conspicuously identified as the source of such data by means of the following notation: **SOURCE: STR, INC. REPUBLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS WRITTEN PERMISSION OF STR IS STRICTLY PROHIBITED.** The notation shall appear immediately below or in conjunction with any and all graphs, charts or tables derived from STR Data. LICENSEE shall be responsible for any breach of the foregoing prohibition by any person or organization that receives STR Data from LICENSEE.

5. **Forecasts and Projections.** Any and all forecasts or projections that include or are derived from STR Data shall be clearly and conspicuously identified as forecasts or projections of LICENSEE, and not STR.

6. **Standard Terms and Conditions.** The attached Standard Terms and Conditions are incorporated herein by reference.

7. **Entire Agreement.** This Republication Rights Renewal Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof, and supersedes and replaces any prior republication rights agreements between the Parties.

IN WITNESS WHEREOF, the parties have executed this Republication Rights Renewal Agreement as of the date first written above.

STR, INC.

COLUMBIA COUNTY TOURIST
DEVELOPMENT



By: Lynsie Bennett
Mon Aug 14 2017 14:43:16

By: _____

Name: Lynise Bennett

Name: _____

Title: Director of Business Development,
Industry Partners & Destinations

Title: _____

ADDENDUM 1

Monthly:

As consideration for payment, LICENSEE has the exclusive authorization to publish on its website, in a newsletter or in other regularly distributed publications, monthly lodging data from *The Destination Report(s)* as follows:

Columbia County, FL

Last reported month & year-to-date performance

Last reported month & year-to-date performance of LICENSEE's Market*. LICENSEE shall update the data each month; old data shall be replaced with new figures for the previously reported month. For example, published data showing performance for the month of October, as well as year-to-date performance during the same time period, would be replaced with data showing same figures for the month of November. LICENSEE shall NOT archive the old data or otherwise make it available to the public once it has been removed from the website

*"Market" is comprised of the area which LICENSEE represents. Should LICENSEE wish to republish data for areas outside its Market, any such rights shall be at an additional cost.