

BOARD OF COUNTY COMMISSIONERS

REGULAR MEETING

SCHOOL BOARD ADMINISTRATIVE COMPLEX

372 WEST DUVAL STREET

March 21, 2024 at 5:30 PM

AGENDA

Opportunity for public comment shall be in accordance with Rule 4.704. Each person who wishes to address the Commission regarding the Consent Agenda or any Discussion and Action Agenda Item shall complete one comment card for each item and submit the card or cards to County staff in the front of the meeting room. Cards shall be submitted before the meeting is called to order.

Rules of decorum and rules for public participation are attached to the agenda handouts.

Invocation (Commissioner Tim Murphy)

Pledge to U.S. Flag

Additions or Deletions

Approval of Agenda

Proclamations

Tim Murphy, District 5

- (1) Proclamation 2024P-06 and Presentation - Science Fair Winners (p.1)

Presentation of the Board

- (1) Woodborough North Update - Nancy Turner (p.3)
- (2) Update on Legislative Session (p.4)
- (3) Mikesville Community Center (p.5)
- (4) Update from Lake City Humane Society (p.8)
- (5) Mid-Year Report and Restriping Request - Richardson Community Center (p.10)

Public Hearings

Louie Goodin, County Planner

- (1) Ordinance 2024-03 - CPA0243 (p.15)
- (2) Ordinance 2024-05 - Z240102 (p.22)
- (3) Ordinance 2024-06 - Z240101 (p.41)

Public Hearings (Continued...)

Louie Goodin, County Planner

(4) Ordinance 2024-07 - CPA240101 (p.53)

Joel Foreman, County Attorney

(5) Vacating a Portion of NW Beauchamp Way (p.60)

David Kraus, County Manager

(6) Ordinance 2024-04 - Municipal Service Taxing Unit for Industrial Park (p.71)

Approval of Consent Agenda

Adoption of Consent Agenda

Discussion and Action Items

Kevin Kirby, Assistant County Manager

(1) Malcom Randall VA Hospital, Alachua Waste Acceptance Request (p.85)

(2) County Right of Way Connection to County Road Permit (p.105)

(3) BA 24-30 - DOT SCOP Grant for Dortch Street Reconstruction - \$512,240 (p.108)

(4) FY 24-25 FDOT Lighting Agreement (p.139)

(5) Bid # 2024-01 - Repaving Contract - C.A. Boone Construction - \$1,573,000 (p.144)

David Kraus, County Manager

(6) Non-Qualified Counties (NQC) Opioid Settlement Funds (p.198)

(7) NFMIP Industrial Rail Agreement (p.257)

(8) Private Investor-Owned Utility Regulation and Resolution Establishing the 2024 Price Index at 3.24% (p.279)

Open Public Comments to the Board – 3 Minute Limit

Staff Comments

Updates from the County Manager

Commissioner Comments

Adjournment



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 2/26/2024 Meeting Date: 3/21/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

Proclamation 2024P-06 and Presentation - Science Fair Winners

2. Recommended Motion/Action:

Approve Proclamation 2024P-06

3. Fiscal impact on current budget.

This item has no effect on the current budget.

PROCLAMATION NO. 2024P-06

Recognition of Regional Science Fair Winners

WHEREAS, five students from Ft. White Middle and Ft. White High School have been selected as the best of their division of the recent Suwannee Valley Regional Science Fair in their respective research categories; and

WHEREAS, Joseph Deming and Luke McKinney won first in the plant category, the Gateway Horticulture Award, and the UF IFAS Agriscience Award with their project titled The Effect of Colored Light on Plant Growth; and

WHEREAS, Jack Scopellite and Gavin Starling won first in the Environmental Science Category, Thomas Hardware Best use of Tools and Measurements, National Thermo Fisher Innovator Award, and the Best Project in Jr. Division of the Regional Science Fair with their project titled In Search of Radon Gas; and

WHEREAS, Cyler Robinson won first in the Chemistry Category, the James Moore Best Use of Data Award, the NASA Award for Best Physical Science Project, the Kelly Gray – Mason Family Award for Best Project in Sr. Division ; and

WHEREAS, these students are invited to compete in the 2024 Florida State Science and Engineering Fair; and

WHEREAS, one of these students has been awarded an invitation to compete in the Regeneron International Science and Engineering Fair (ISEF) in Los Angeles, California;

Now, THEREFORE, in consideration of the above, the Board of County Commissioners of Columbia County, Florida, wishes to recognize Joseph Deming, Luke McKinney, Jack Scopellite, Gavin Starling, and Cyler Robinson on their outstanding achievements, hard work, preparation, and dedication to the field of science and proclaim our support for their representation of Columbia County at the next levels of competition.

UNANIMOUSLY PASSED AND ADOPTED at its regular meeting of the Board of County Commissioners of Columbia County, Florida on this _____ day of March, 2024.

By: _____

RONALD WILLIAMS, CHAIRMAN

ATTEST:

BY: _____

JAMES SWISHER, CLERK OF COURT

(SEAL)



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Today's Date: 3/14/2024 Meeting Date: 3/21/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

Provide update on cooperative efforts at Woodborough North - Nancy Turner

2. Recommended Motion/Action:

Discussion

3. Fiscal impact on current budget.

This item has no effect on the current budget.



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Today's Date: 2/28/2024 Meeting Date: 3/21/2024

Department: Economic Development

1. Nature and purpose of agenda item:

March 8th is the last of day of session for the Legislature. - This will be an update on all the session items the County has been monitoring

2. Recommended Motion/Action:

Discussion

3. Fiscal impact on current budget.

This item has no effect on the current budget.



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

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Today's Date: 3/12/2024 Meeting Date: 3/21/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

The Mikesville Home Demonstration Club will update the Commission on plans for the Mikesville Community Center

2. Recommended Motion/Action:

Seeking Board Direction

3. Fiscal impact on current budget.

This item has no effect on the current budget.

From: [David Kraus](#)
To: [Ellen Snyder](#)
Subject: FW: Mikesville Community Center BOCC Meeting Agenda
Date: Thursday, March 14, 2024 2:24:12 PM

From: hwwhitten@aol.com <hwwhitten@aol.com>
Sent: Wednesday, March 13, 2024 8:22 PM
To: David Kraus <david_kraus@columbiacountyfla.com>
Cc: Everett Phillips <ephillips@columbiacountyfla.com>; Steve Wilson <scwilson58@gmail.com>; Amy Overstreet <aoverstreet@columbiacountyfla.com>; Don Brown <donbrown1@gmail.com>; Gary Lites <glites019@gmail.com>
Subject: Mikesville Community Center BOCC Meeting Agenda

External Sender - From: ("hwwhitten@aol.com")
<hwwhitten@aol.com>

This message came from outside your organization.

WARNING This message has originated from an External Source. This may be a phishing email that can result in unauthorized access. Please use proper judgment and caution when opening attachments, or clicking links.

David: As per our phoncon this afternoon please add the Mikesville Community Center, to the March 20th BOCC meeting agenda.

As you know I'm President/Director of the Mikesville Home Demonstration Club, Inc. a Florida non-profit tax exempt corporation that owns and plans to operate the old clubhouse as a community center, I would like to address the commissioners on behalf of our other directors , namely Emory Brown, Gary Lites, Wayne Moseley and Steve Wilson, all members of old line Mikesville community families.

are all lifelong members of the community

In my brief remarks to the commissioners I will introduce the directors in attendance, then detail the ownership and operational history of the clubhouse and our plans to restore it to its historic role as a community gathering place and host of a precinct voting site.

In conclusion I will inform the BOCC that we need both near term and follow-on assistance from the county for building improvements identified by the county staff to host key county services. To that end we will ask the board for \$5K to help off-set upfront costs of expenses for a temporary water source and fire/safety and A/C improvements to get the community

center open for limited local use. This urgent funding request would provide a temporary water source until the Ft. White extension is available as an alternative to an expensive public well.

Respectfully,
Wayne Whitten



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Today's Date: 3/15/2024 Meeting Date: 3/21/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

FY 2023-24 is the first year of the County's Animal Enforcement Department and their relationship with the Lake City Humane Society (LCHS). The LCHS will provide a mid-year progress report.

2. Recommended Motion/Action:

Discussion

3. Fiscal impact on current budget.

This item has no effect on the current budget.

LAKE CITY HUMANE SOCIETY
COMPARISON OF DOGS RECEIVED FROM CODE ENFORCEMENT
WITH DOGS RECEIVED SAME PERIOD PRIOR YEAR

INTAKE - DOGS FROM COLUMBIA COUNTY	OCT	NOV	DEC	JAN	FEB	TOTAL
2022-2023 Humane	27	24	23	23	20	117
2023-2024 Code Enforcement	32	76	36	61	58	263
Increase - Number of Dogs	5	52	13	38	38	146
Increase - % of Intake Dogs	18.52%	216.67%	56.52%	165.22%	190.00%	124.79%



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Today's Date: 3/1/2024 Meeting Date: 3/21/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

FY 2023-2024 is the first year where the Richardson Community Center Board provides for the full operations of the Center including recreation programming. The Community Center Board wishes to provide a midyear update on this first year of operations. Additionally, the Center Board would like to request the restriping of the tennis court to create outdoor lighted pickle ball courts.

2. Recommended Motion/Action:

None

3. Fiscal impact on current budget.

This item has no effect on the current budget.

RICHARDSON COMMUNITY CENTER BUDGET-2024 UPDATE

INCOME

	Budget	2024-Forecast
Programs Income	\$ 11,897.55	\$ 14,300.00
Donations and Grants	\$ 7,000.00	\$ 5,000.00
Rental Income	\$ 28,800.00	\$ 30,000.00
County Allocation	\$ 125,000.00	\$ 125,000.00
City Allocation	\$ 75,000.00	\$ 12,835.00
TOTAL	\$ 247,697.55	\$ 187,135.00

EXPENSES

Salaries	\$ 149,624.80	\$ 149,400.00
Benefits	\$ 11,446.20	\$ 40,338.00
Contract services	\$ 5,028.00	\$ 8,937.72
Insurance	\$ 7,800.00	\$ 4,390.57
Office Supplies	\$ 1,000.00	\$ 5,223.42
Repairs and Maintenance	\$ 2,600.00	\$ 5,303.52
Professional Services	\$ 588.00	\$ 6,300.00
Contract Fees	\$ 8,960.00	\$ 500.00
Events and meetings	\$ 1,064.28	\$ 1,500.00
Cleaning	\$ 5,770.56	\$ 4,000.00
Fuel	\$ 1,200.00	\$ 500.00
Equipment	\$ 3,139.00	\$ 1,507.68
Advertising		\$ 600.00
Egaming		\$ 8,300.00
Awards & Grants to others		\$ 7,500.00
Subtotal		\$ 244,300.91
Contingency-10%		24,430.00
Total	\$ 198,220.84	\$ 268,730.91
		\$ 81,595.91

ENVIRONMENTALLY RESPONSIBLE • ASBESTOS FREE • MERCURY FREE



#4SB STADIUM BLUE



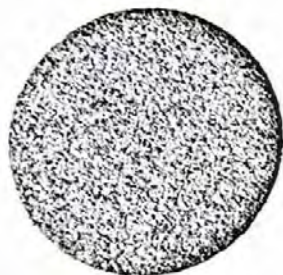
#1 GRASS GREEN



#2 RED



#12 SAND DUNE



#6 GREY



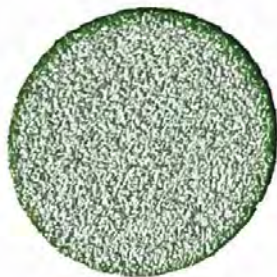
#9 NOVA GREEN



#10 BURGUNDY



#4 BLUE



#11 CLASSIC GREEN



#3 TERRA COTTA



#7 BROWN
field mix

SPORT SURFACES

The chips on this color card are actual samples of our Combination Surface®

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TENNIS UNLIMITED MAINTENANCE AND SUPPLIES, INC

15706 NW 94TH AVE, ALACHUA, FL 32615

OFFICE: 386418-8161 CELL: 352-494-3740

ESTIMATE

Checklist

DATE: 2/19/24

NAME: Richardson Community Ctr Phone: 386-1023-7355
254 NE Coach Anders Ln Tamara Magstadt

GENERAL CONDITION:

ADDRESS: LAKE CITY FL 32055 maggie.td@gmail.com

- ✓ EXCELLENT
- FAIR
- POOR

SURFACE: Asphalt

- ✓ RESURFACER
- ✓ 2 COATS OF PAINT
- ✓ NET POST PAINT
- ✓ LINE PAINT
- ✓ CRACK FILLER

COLOR 1. TBD;
2. SEE chart choice of 2 colors

EQUIPMENT: SCOPE of work
1. Patch all cracks
2. Apply surface sealer

NET = 4 3. Install Pickleball Net posts & center anchors

CENTER STRAP
WIND SCREENS
DRINK HOLDERS
ROLL DRI
NET POSTS 4 4. Apply color coats
5. Stripe 4 pickleball courts

LIGHTING
FENCE

REMARKS:

Tennis court conversion to 4 pickleball courts (RESURFACE, Install goals, STRIPE)

ESTIMATE:

\$ 17,000.00 (50% Deposit required)

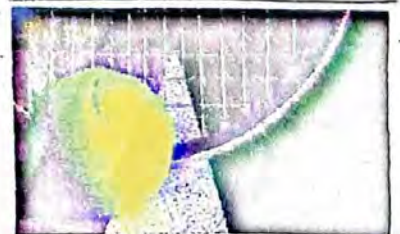
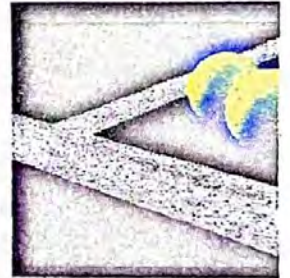
Projected start date: _____

Projected completion: _____

ACCEPTED: X

Signature

Date





Work Contract

This agreement made this _____ day of _____, 2024 by and between Tennis Unlimited Maintenance & Supplies, Inc. and Richardson Community Center for the considerations named Agrees as follows:

I. Scope of Work

TENNIS AND 4 PICKLEBALL COURTS

1. Resurfacing and or construction of 1 courts: All materials and work will be furnished by Tennis Unlimited Maintenance & Supplies, Inc. as described in estimate.
2. RCC will furnish access to the job site for equipment and materials.
3. RCC agrees to provide clean water supply and use of electricity, if needed, at their expense.
4. Tennis Unlimited Maintenance & Supplies, Inc. accepts no responsibility for acts done at job site, except for those subcontracted or employed by them.

II. Contract Price

Richardson Com Ctr Shall pay Tennis Unlimited Maintenance & Supplies, Inc. for the materials and labor performed in this contract. The sum of \$ 8,500.00 as a deposit. The remaining sum of \$ 8,500.00 to be paid upon completion of the job, for a total amount of \$ 17,000.00.

III. Guarantee

Tennis Unlimited Maintenance and Supplies, Inc. guarantees all work against defects in Workmanship or materials for a period of one (1) year. We do not guarantee against cracks that reappear through the new surface. Tennis Unlimited Maintenance & Supplies, Inc. is not responsible for repairs done by anyone other than Tennis Unlimited Maintenance & Supplies, Inc.

IV. Contract Provision

If RCC does not pay as agreed upon, Tennis Unlimited Maintenance & Supplies, Inc. shall have the right to file a lien against the real estate for the amount owed on work completed. No further work shall be done if the deposit is not completed. In the event An attorney to secure payment as per the terms of this contract, then RCC Agrees to pay reasonable attorney fees. Interest rate of 1.5% per month will be charged on accounts past due.

This contract is signed and accepted this _____ day of _____, 2024

Tennis Unlimited Maintenance & Supplies, Inc.


Stephen C. Toth





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Today's Date: 3/1/2024 Meeting Date: 3/21/2024

Department: Zoning Department

1. Nature and purpose of agenda item:

CPA0243 - North Corridor Designated Urban Development Area ("DUDA")

2. Recommended Motion/Action:

approve CPA 0243, an application by the Board of County Commissioners to amend the Designated Urban Development Area ("DUDA") of the Future Land Use Plan Map of the Comprehensive Plan and to amend the Future Land Use Map of the Comprehensive Plan by amending the Future Land Use Map Designations within the amended DUDA to be consistent with the Goals, Objectives, and Policies of the Future Land Use Element of the Comprehensive Plan.

3. Fiscal impact on current budget.

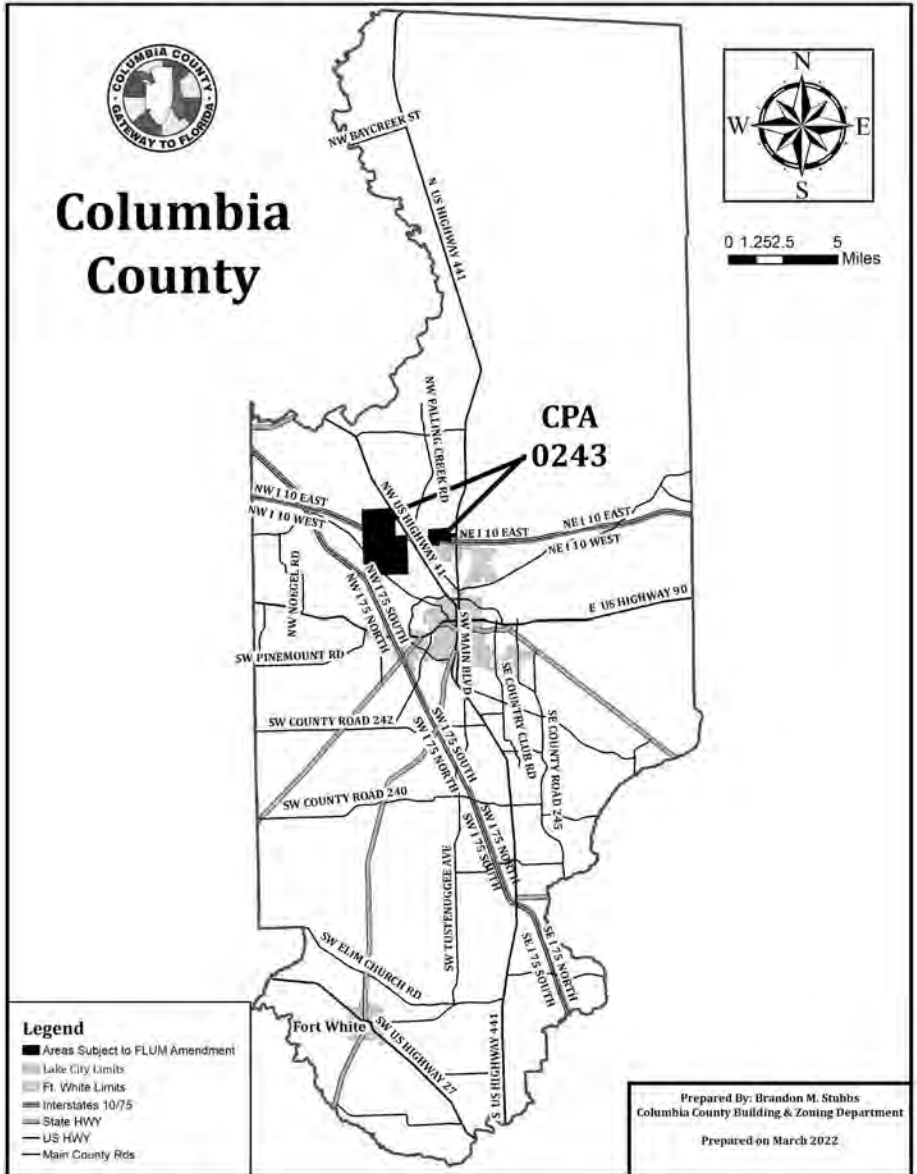
This item has no effect on the current budget.

NOTICE OF LAND USE CHANGE AND PUBLIC HEARING

CONCERNING AN AMENDMENT TO THE COLUMBIA COUNTY COMPREHENSIVE PLAN

BY THE PLANNING AND ZONING BOARD OF COLUMBIA COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF COLUMBIA COUNTY, FLORIDA, NOTICE IS HEREBY GIVEN that, pursuant to Sections 163.3161 through 163.3248, Florida Statutes, as amended, and the Columbia County Land Development Regulations, as amended, hereinafter referred to as the Land Development Regulations, objections, recommendations and comments concerning the amendment, as described below, will be heard by the Planning and Zoning Board of Columbia County, Florida, serving also as the Local Planning Agency of Columbia County, Florida, at a public hearings on March 23, 2023 at 6:05 p.m., or as soon thereafter as the matter can be heard, in the School Board Administrative Complex located at 372 West Duval Street, Lake City, Florida.

CPA 0243, an application by the Board of County Commissioners to amend the Designated Urban Development Area ("DUDA") of the Future Land Use Plan Map of the Comprehensive Plan and to amend the Future Land Use Map of the Comprehensive Plan by amending the Future Land Use Map Designations within the amended DUDA to be consistent with the Goals, Objectives, and Policies of the Future Land Use Element of the Comprehensive Plan.



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

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

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

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

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceeding should contact Lisa K. B. Roberts, at least forty-eight (48) hours prior to the date of the hearing. Ms. Roberts may be contacted by telephone at (386)758-1005 or by Telecommunication Device for Deaf at (386)758-2139.

RESOLUTION NO. PZ/LPA CPA 0243

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF COLUMBIA COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF COLUMBIA COUNTY, FLORIDA, RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, APPROVAL OF AN AMENDMENT TO THE DESIGNATED URBAN DEVELOPMENT AREA ("DUDA") OF THE FUTURE LAND USE PLAN MAP OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN AND APPROVAL OF AN AMENDMENT TO THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO AMEND THE FUTURE LAND USE MAP, IN ITS ENTIRETY, BY AMENDING THE FUTURE LAND USE MAP DESIGNATIONS WITHIN THE AMENDED DUDA TO BE CONSISTENT WITH THE GOALS, OBJECTIVES, AND POLICIES OF THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION BY THE BOARD OF COUNTY COMMISSIONERS, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Section 1. Pursuant to an application, CPA 0243, an application by the Board of County Commissioners to amend the Designated Urban Development Area ("DUDA") of the Future Land Use Plan Map of the Comprehensive Plan as depicted on the Future Land Use Map, attached hereto as exhibit "A".

Section 2. Pursuant to an application, CPA 0243, an application by the Board of County Commissioners to amend the Future Land Use Map of the Comprehensive Plan to amend the Future Land Use Map, in its entirety, by amending the Future Land Use Map Designations with the amended DUDA to be consistent with the Goals, Objectives, and Policies of the Future Land Use Element of the Comprehensive Plan, as depicted on the Future Land Use Map, attached hereto as exhibit "A".

Section 3. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 4. This resolution shall become effective upon adoption.

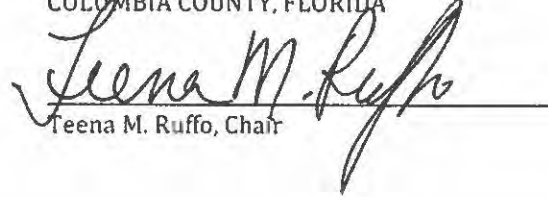
PASSED AND DULY ADOPTED in regular session with a quorum present and voting, by the Planning and Zoning Board, serving also as the Local Planning Agency, this 23rd day of March 2023.

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

Attest:



Connie Brecheen, Secretary to the
Planning and Zoning Board



Teena M. Ruffo, Chair

ORDINANCE NO. 2024-03

AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 91-6, THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED, RELATING TO AN AMENDMENT TO THE TEXT OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; TO AMEND THE DESIGNATED URBAN DEVELOPMENT AREA ("DUDA") OF THE FUTURE LAND USE PLAN MAP OF THE COMPREHENSIVE PLAN AND TO AMEND THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATIONS WITHIN THE AMENDED DUDA TO BE CONSISTENT WITH THE GOALS, OBJECTIVES, AND POLICIES OF THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN WITHIN THE UNINCORPORATED AREAS OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

Section 1. Pursuant to an application, CPA 0243, an application by the Board of County Commissioners to amend the Designated Urban Development Area ("DUDA") of the Future Land Use Plan Map of the

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3248, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Economic Opportunity or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Economic Opportunity, Division of Community Planning and Development, 107 East Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-6508.

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

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this 21st day of March, 2024.

Attest:

BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA

James M. Swisher Jr., County Clerk

Ronald Williams, Chair



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 3/14/2024 Meeting Date: 3/21/2024

Department: Zoning Department

1. Nature and purpose of agenda item:

Consideration of Z240102 for re-zoning from RSF-3 to RSF/MH/2

2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.

ORDINANCE NO. 2024-05

AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 98-1, THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO AN AMENDMENT TO THE TEXT OF THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS PROVIDING FOR THE REZONING FROM RESIDENTIAL SINGLE FAMILY-2 (RSF-2) AND RESIDENTIAL SINGLE FAMILY-3 (RSF-3) TO RESIDENTIAL SINGLE FAMILY/MOBILE HOME-2 (RSF/MH-2) OF LANDS DESCRIBED BELOW OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREAS OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Sections 163.3161 to 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water;

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

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

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

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

WHEREAS, the Board of County Commissioners has determined and found that a need and justification exists for the approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Regulations and other ordinances, regulations and actions designed to implement the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety,

morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

Section 1. Pursuant to an application, Z240102, a petition by Brody Pack, as agent for Leroy Lipscomb (owner), to change the zoning from Residential Single Family-2 (RSF-2) and Residential Single Family-3 (RSF-3) to Residential Single Family/Mobile Home-2 (RSF/MH-2) of the area in the lands as described below:

Parcel # 04-4S-17-07595-008

BEG NW COR OF NE1/4 OF NE1/4 RUN E 660.22 FT, S 940.63 FT, W 660.83 FT, N 940.65 FT TO POB & A 60 FT PRIVATE RD LYING S OF & ADJACENT TO THE FOLLOWING DESC LINE: BEG AT NE COR OF SEC, RUN S 71 DG W ALONG N RD R/W, 693.22 FT TO PT OF TERMINATION & EX 0.298 AC DES IN WD 999-2037, 844-622, 844-623, 941-1757, 999-2037 THRU 2039, 1097-2359, QC 1183-861, 1094-1736, QC 1136-970, QC 1185-2488, WD 1282-1616, WD 1288-2345, WD 1339-1483, QC 1421-1535, WD 1477-734, QC 1477-758, QC 1488-1130, WD 1488-1139, QC 1492-1299,

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

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

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

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

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting,

by the Board of County Commissioners this 21st day of March, 2024.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
COLUMBIA COUNTY, FLORIDA

James M. Swisher, Jr., County Clerk

Ronald Williams, Chairman



Columbia County Gateway to Florida

FOR PLANNING USE ONLY	
Application # Z	<u>2246182</u>
Application Fee	<u>\$1,850.00</u>
Receipt No.	_____
Filing Date	_____
Completeness Date	_____

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

A. PROJECT INFORMATION

- Project Name: Lipscomb New Home
- Address of Subject Property: 378 SE Lofton Glen Lake City, FL
- Parcel ID Number(s): 04-4S-17-07595-008
- Future Land Use Map Designation: _____
- Existing Zoning Designation: RSF-3
- Proposed Zoning Designation: RSFMH-2
- Acreage: 14.822
- Existing Use of Property: Residential
- Proposed use of Property: Residential

B. APPLICANT INFORMATION

- Applicant Status Owner (title holder) Agent
- Name of Applicant(s): Brody Pack Title: _____
 Company name (if applicable): BKP Permitting, LLC
 Mailing Address: 6470 147th Road
 City: Live Oak State: FL Zip: 32060
 Telephone: (50) 689-6563 Fax: () Email: nfpermitting@icloud.com

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

- If the applicant is agent for the property owner*.
 Property Owner Name (title holder): Leroy Lipscomb
 Mailing Address: 333 SE Lofton Glen
 City: Lake City State: FL Zip: 32025
 Telephone: (30) 389-8550 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. ADDITIONAL INFORMATION

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

D. ATTACHMENT/SUBMITTAL REQUIREMENTS

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

- k. Whether the proposed change will adversely affect property values in the adjacent area.
 - l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.
 - m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.
 - n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.
 - o. Whether the change suggested is out of scale with the needs of the neighborhood or the county.
 - p. Whether it is impossible to find other adequate sites in the county for the proposed use in districts already permitting such use. When pertaining to other proposed amendments of these land development regulations. The planning and zoning board shall consider and study:
 - i. The need and justification for the change.
 - ii. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the county's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of these land development regulations and other ordinances, regulations, and actions designed to implement the county's comprehensive plan.
5. Legal Description with Tax Parcel Number (In Microsoft Word Format).
 6. Proof of Ownership (i.e. deed).
 7. Agent Authorization Form (signed and notarized).
 8. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).
 9. Fee. The application fee for a Site Specific Amendment to the Official Zoning Atlas is \$1,850.00. No application shall be accepted or processed until the required application fee has been paid.

NOTICE TO APPLICANT

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

For submittal requirements, please see the Columbia County Building and Zoning Development Application Submittal Guidelines.

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.

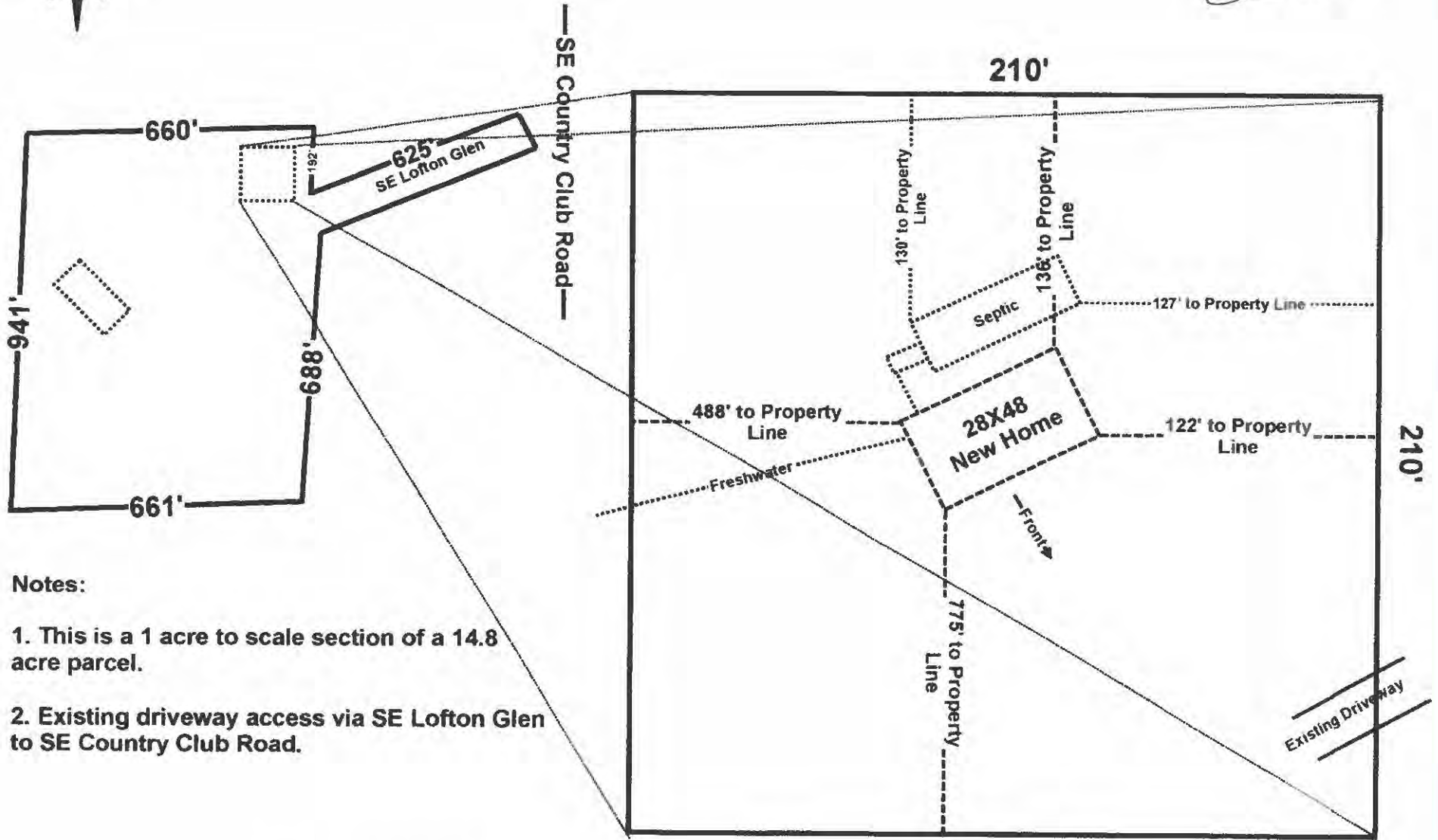
Brody Pace
Applicant/Agent Name (Type or Print)


Applicant/Agent Signature

1/15/24
Date



Brody Pack
1/8/24



Notes:

1. This is a 1 acre to scale section of a 14.8 acre parcel.
2. Existing driveway access via SE Lofton Glen to SE Country Club Road.

Leroy Lipscomb
Parcel: 04-4S-17-07595-008

Scale 1" = 40'

Addendum A

3. Concurrency Impact: the proposed change will have no significant impact on any public facilities as it does not increase the density and simply allows for a manufactured home or site-built home. It will have no impact on potable water or sanitary sewer as the home will be on a private well and private septic system. The impact of an additional single dwelling on the transportation, solid waste services and public schools is miniscule.

4a. – the proposed change is matching the zoning directly across the bordering street, Old Country Club Road and would be in conformance with the county's comprehensive plan and will have no adverse effect on said plan.

4b – no impact on the existing land use pattern.

4c - This will not create an isolated district as it will match the zoning across the street.

4d – this change will not increase the density of the area therefore no possible increase of the load on public facilities.

4e – the proposed change will simply extend the already established RSFMH-2 boundary across the street to this parcel. It is a natural extension of this district.

4f – the current economic conditions including the increasing inflation have made it very difficult for the landowner to afford to build a site built sufficient for his needs. The only economical option for his family in the current and foreseeable future is a manufactured home.

4g – the proposed change will have no impact on the living conditions of the area. It will match the zoning of the adjacent properties across the street (east) and will decrease the density of the property compared to the areas to the north, south and west.

4h – the proposed change will not increase traffic or affect public safety in anyway as it decreases the density.

4i – the proposed change will not create any drainage issues as it decreases the density.

4j - the proposed change will not reduce the light and air quality to the adjacent areas as it decreases the density.

4k – the proposed change will have no adverse effect on the property values of the adjacent areas. It matches the zoning across the street to the east. The area to the north is comprised of old often dilapidated single family dwellings. The properties to the West and South are vacant rural ground.

4l – the proposed change will have no impact on the improvement or development of the adjacent properties.

4m – the proposed change does not grant any special privilege to the landowner as it matches the established zoning in the immediate area (across Old Country Club Road).

4n – the current economic conditions impede the construction of a site-built residence for the landowner and therefore without the proposed change the landowner is unable to have his necessary residence on the property.

4o – the proposed change is not out of scale with the neighborhood as it does not increase the density and matches the zoning of the adjacent property to the east.

4p – the use of any other property for the landowners' needs would require significant economic resources not available to him for the purchase of new land.

PARCEL 1:

Property Description

Township 4 South, Range 17 East SECTION 4: Commence at the Northeast corner of said Section and run South 65° 15'27" West True Bearing 1183.24 feet for a POINT OF BEGINNING on Northerly right-of-way of Country Club Drive, thence South 48° 10' West, 100.0 feet along said right-of-way line; thence North 41°50' West, 130.0 feet; thence North 48° 10' East, 100.0 feet; thence South 41° 50' East, 130.0 feet to the POINT OF BEGINNING; being a part of the Northeast 1/4 of Northeast 1/4 of said Section 4
AND

Township 4 South, Range 17 East SECTION 4: Commence at the Northwest Corner of the Northeast 1/4 of Northeast 1/4, Section 4, Township 4 South, Range 17 East, Columbia County, Florida, and run thence North 88° 20'50" East along the North line of said Section 4,476.95 feet to the POINT OF BEGINNING, thence continue North 88° 20'50" East along said North line, 183.27 feet, thence South 00° 07'05" West along the East line of the West 1/2 of said Northeast 1/4 of Northeast 1/4, 940.63 feet, thence South 88° 20'50" West, 660.83 feet to the West line of said Northeast 1/4 of Northeast 1/4, thence North 00° 09'20" East along said West line, 244.95 feet, thence North 47° 43'31" East, 343.08 feet, thence North 41° 58'14" West, 124.63 feet, thence North 46° 54'21" East, 425.36 feet, thence North 01° 39'10" West, 95.00 feet to the POINT OF BEGINNING
AND

A part of the Northeast 1/4 of Northeast 1/4, Section 4, Township 4 South, Range 17 East, more particularly described as follows: Begin at the Northwest corner of the Northeast 1/4 of the Northeast 1/4, Section 4, Township 4 South, Range 17 East and run thence North 88° 20'50" East along the North line of said Section 4,476.95 feet, thence South 01° 39'10" East, 95.00 feet; thence South 46° 54'21" West, 425.36 feet; thence North 41° 58'14" West, 16.00 feet, thence South 47° 43'31" West, 100.00 feet; thence South 41° 58'14" East, 140.78 feet; thence South 47° 43'31" West, 243.57 feet; thence North 00° 09'20" East, along West line of Northeast 1/4 of Northeast 1/4, 695.70 feet to the POINT OF BEGINNING, Columbia County, Florida.
AND

A 60.0 foot private road lying South of and adjacent to the following described line: Begin at the Northeast corner of said Section 4, Township 4 South, Range 17 East, and run South 71° 44'45" West along the North line of said Road Right-of-way 693.22 feet to the point of termination of said road right-of-way, the road Right-of-way is to extend at both ends to contiguous with the West right-of-way of County Road #133 along the East side thereof and to extend to be contiguous with the East line of that parcel of land recorded in Official Records Book 502, Page 681.
AND

That part of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 4, Township 4 South, Range 17 East more particularly described as follows: A road lying South of and adjacent

to the South line of that piece of property recorded in Official Records Book 627, Page 174; and lying North of and adjacent to North line of that piece of property recorded in Official Records Book 837, Pages 1082 and 1083, and the North line of that piece of property described in Official Records Book 833, Pages 2521 and 2522. The subject conveyed land to extend at its Northeast end to be contiguous with the West right of way of County Road#133 along the West side thereof and to extend at its Southwest end to be contiguous with the East line of the piece of property recorded in Official Records Book 502, Page 681.

LESS AND EXCEPT: Commence at the Northeast corner of Section 4, Township 4 South, Range 17 East, Columbia County, Florida, and run South $65^{\circ}15'27''$ West, 1183.24 feet to the Point of Beginning on the Northerly right of way of Country Club Drive; thence North $41^{\circ}50'00''$ West, 130.00 feet, thence South $48^{\circ}10'00''$ West, 100.00 feet, thence South $41^{\circ}50'00''$ East, 130.00 feet to said Northerly right of way line, thence South $48^{\circ}10'00''$ West, along said right of way line, 44.87 feet; thence North $41^{\circ}53'10''$ West, 207.24 feet; thence North $48^{\circ}06'50''$ East, 209.81 feet; thence South $41^{\circ}53'10''$ East, 207.43 feet to said right of way line, thence South $48^{\circ}10'00''$ West, along said right of way line, 64.94 feet to the Point of Beginning.

PARCEL 2:

Commence at the Northeast Corner of Section 4, Township 4 South, Range 17 East, Columbia County, Florida, and run South $65^{\circ}15'77''$ West, 1183.24 feet to the Point of Beginning on the Northerly right of way of Country Club Drive, thence North $41^{\circ}50'00''$ West, 130.00 feet, thence South $48^{\circ}10'00''$ West, 100.00 feet; thence South $41^{\circ}50'00''$ East, 130.00 feet to said Northerly right of way line; thence South $48^{\circ}10'00''$ West, along said right of way line, 44.87 feet; thence North $41^{\circ}53'10''$ West, 207.24 feet; thence North $48^{\circ}06'50''$ East, 209.81 feet; thence South $41^{\circ}53'10''$ East, 207.43 feet to said right of way line; thence South $48^{\circ}10'00''$ West, along said right of way line, 64.94 feet to the Point of Beginning.

TOGETHER WITH easement for ingress and egress over and across the following described property: A 60 foot private road lying South of and adjacent to the following described line: Begin at the Northeast corner of said Section 4, Township 4 South Range 17 East, and run South $71^{\circ}44'45''$ West, along the North line of said road right of way line, 693.22 feet to the point of termination of said road right of way, the road right of way is to extend at both ends to be contiguous with the West right of way of County Road# 133, along the East side thereof and to extend to be contiguous with the East line of that parcel of land recorded in Official Records Book 502, Page 681, of the Public Records of Columbia County, Florida AND A 60 foot private road lying South of and adjacent to the following described land: Commence at the Northeast corner of said Section 4, Township 4 South, Range 17 East and run South $71^{\circ}44'45''$ West, along the North line of said road right of way line, 693.22 feet to the Point of Beginning of said road right of way; thence continue South $71^{\circ}44'45''$ West, 22.03 feet to the Point of Curvature of a curve to the left, having a radius of 563.68 feet, an included angle of $24^{\circ}31'28''$ and a chord bearing and length of South $59^{\circ}29'01''$ West, 239.43 feet; thence run Southwesterly, along the arc of said curve, 241.27 feet; thence South $47^{\circ}13'17''$ West, 346.30 feet to the point of Termination of said line. The boundaries are extended or contracted to create the extensions of said easement

Prepared by and return to:
Michael H. Harrell
Abstract Trust Title, LLC
283 Northwest Cole Terrace
Lake City, FL 32055
4-11845

Inst: 20231206577 Date: 04/14/2023 Time: 3:33PM
Page 1 of 4 B: 1488 P: 1139, James M Swisher Jr, Clerk of Court
Columbia County, By: VC
Deputy Clerk Doc Stamp-Deed: 0.70

Warranty Deed

This **Warranty Deed** is executed this 31st day of January 2023 by Leroy Lipscomb and his Wife, Bertha M Lipscomb, whose address is 12515 Northeast 231st Court, Raiford, FL 32083, hereinafter called the grantor, to Leroy Lipscomb and Bertha M. Lipscomb, husband and wife, and Lamont Lipscomb, as Joint Tenants with rights of Survivorship, whose address is 333 Southeast Lofton Glcn, Lake City, FL 32025, hereinafter called the grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation)

Witnesseth, that said Grantor, for and in consideration of the sum of *TEN DOLLARS (\$10.00)* and other good and valuable considerations to said Grantor, in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee and Grantee heirs and assigns forever, the following described land situated, lying and being in Columbia County, Florida, to-wit.

See Exhibit "A" attached hereto and by this reference made apart hereof.

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

Subject To taxes for the current tax year and subsequent years, not yet due and payable; covenants, restrictions, reservations and limitations of record, if any.

To Have And To Hold, the same in fee simple forever.

And 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

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness

Felicia Samuel
Printed Name

[Signature]
Witness

Susan Worzalla
Printed Name

[Signature]
Leroy Lipscomb

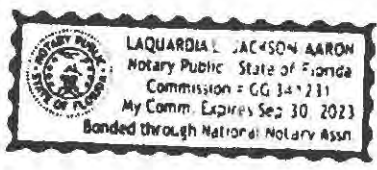
[Signature]
Bertha M. Lipscomb

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 31st day of January, 2023, by Leroy Lipscomb and his wife, Bertha M. Lipscomb.

[Signature]
Signature of Notary Public
Print, Type/Stamp Name of Notary



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

Exhibit "A"
Property Description

PARCEL 1:

Township 4 South, Range 17 East SECTION 4: Commence at the Northeast corner of said Section and run South 65° 15'27" West True Bearing 1183.24 feet for a POINT OF BEGINNING on Northerly right-of-way of Country Club Drive; thence South 48° 10' West, 100.0 feet along said right-of-way line; thence North 41°50' West, 130.0 feet; thence North 48° 10' East, 100.0 feet; thence South 41°50' East, 130.0 feet to the POINT OF BEGINNING; being a part of the Northeast 1/4 of Northeast 1/4 of said Section 4
AND

Township 4 South, Range 17 East SECTION 4: Commence at the Northwest Corner of the Northeast 1/4 of Northeast 1/4, Section 4, Township 4 South, Range 17 East, Columbia County, Florida, and run thence North 88°20'50" East along the North line of said Section 4, 476.95 feet to the POINT OF BEGINNING, thence continue North 88°20'50" East along said North line, 183.27 feet, thence South 00°07'05" West along the East line of the West 1/2 of said Northeast 1/4 of Northeast 1/4, 940.63 feet, thence South 88°20'50" West, 660.83 feet to the West line of said Northeast 1/4 of Northeast 1/4, thence North 00°09'20" East along said West line, 244.95 feet, thence North 47°43'31" East, 343.08 feet, thence North 41°58'14" West, 124.63 feet, thence North 46°54'21" East, 425.36 feet, thence North 01°39'10" West, 95.00 feet to the POINT OF BEGINNING.
AND

A part of the Northeast 1/4 of Northeast 1/4, Section 4, Township 4 South, Range 17 East, more particularly described as follows: Begin at the Northwest corner of the Northeast 1/4 of the Northeast 1/4, Section 4, Township 4 South, Range 17 East and run thence North 88°20'50" East along the North line of said Section 4, 476.95 feet; thence South 01°39'10" East, 95.00 feet; thence South 46°54'21" West, 425.36 feet; thence North 41°58'14" West, 16.00 feet; thence South 47°43'31" West, 100.00 feet; thence South 41°58'14" East, 140.78 feet; thence South 47°43'31" West, 243.57 feet thence North 00°09'20" East, along West line of Northeast 1/4 of Northeast 1/4, 695.70 feet to the POINT OF BEGINNING, Columbia County, Florida.
AND

A 60.0 foot private road lying South of and adjacent to the following described line: Begin at the Northeast corner of said Section 4, Township 4 South, Range 17 East, and run South 71°44'45" West along the North line of said Road Right-of-way 693.22 feet to the point of termination of said road right-of-way, the road Right-of-way is to extend at both ends to contiguous with the West right-of-way of County Road #133 along the East side thereof and to extend to be contiguous with the East line of that parcel of land recorded in Official Records Book 502, Page 681.
AND

That part of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 4, Township 4 South, Range 17 East more particularly described as follows: A road lying South of and adjacent

to the South line of that piece of property recorded in Official Records Book 627, Page 174; and lying North of and adjacent to North line of that piece of property recorded in Official Records Book 837, Pages 1082 and 1083, and the North line of that piece of property described in Official Records Book 833, Pages 2521 and 2522; The subject conveyed land to extend at its Northeast end to be contiguous with the West right of way of County Road #133 along the West side thereof and to extend at its Southwest end to be contiguous with the East line of the piece of property recorded in Official Records Book 502, Page 681.

LESS AND EXCEPT: Commence at the Northeast corner of Section 4, Township 4 South, Range 17 East, Columbia County, Florida, and run South $65^{\circ}15'27''$ West, 1183.24 feet to the Point of Beginning on the Northerly right of way of Country Club Drive; thence North $41^{\circ}50'00''$ West, 130.00 feet, thence South $48^{\circ}10'00''$ West, 100.00 feet; thence South $41^{\circ}50'00''$ East, 130.00 feet to said Northerly right of way line; thence South $48^{\circ}10'00''$ West, along said right of way line, 44.87 feet, thence North $41^{\circ}53'10''$ West, 207.24 feet; thence North $48^{\circ}06'50''$ East, 209.81 feet; thence South $41^{\circ}53'10''$ East, 207.43 feet to said right of way line; thence South $48^{\circ}10'00''$ West, along said right of way line, 64.94 feet to the Point of Beginning.

PARCEL 2:

Commence at the Northeast Corner of Section 4, Township 4 South, Range 17 East, Columbia County, Florida, and run South $65^{\circ}15'77''$ West, 1183.24 feet to the Point of Beginning on the Northerly right of way of Country Club Drive; thence North $41^{\circ}50'00''$ West, 130.00 feet; thence South $48^{\circ}10'00''$ West, 100.00 feet; thence South $41^{\circ}50'00''$ East, 130.00 feet to said Northerly right of way line; thence South $48^{\circ}10'00''$ West, along said right of way line, 44.87 feet; thence North $41^{\circ}53'10''$ West, 207.24 feet; thence North $48^{\circ}06'50''$ East, 209.81 feet; thence South $41^{\circ}53'10''$ East, 207.43 feet to said right of way line; thence South $48^{\circ}10'00''$ West, along said right of way line, 64.94 feet to the Point of Beginning.

TOGETHER WITH easement for ingress and egress over and across the following described property: A 60 foot private road lying South of and adjacent to the following described line: Begin at the Northeast corner of said Section 4, Township 4 South, Range 17 East, and run South $71^{\circ}44'45''$ West, along the North line of said road right of way line, 693.22 feet to the point of termination of said road right of way, the road right of way is to extend at both ends to contiguous with the West right of way of County Road #133, along the East side thereof and to extend to be contiguous with the East line of that parcel of land recorded in Official Records Book 502, Page 681, of the Public Records of Columbia County, Florida. AND A 60 foot private road lying South of and adjacent to the following described land: Commence at the Northeast corner of said Section 4, Township 4 South, Range 17 East and run South $71^{\circ}44'45''$ West, along the North line of said road right of way line, 693.22 feet to the Point of Beginning of said road right of way; thence continue South $71^{\circ}44'45''$ West, 22.03 feet to the Point of Curvature of a curve to the left, having a radius of 563.68 feet, an included angle of $24^{\circ}31'28''$ and a chord bearing and length of South $59^{\circ}29'01''$ West, 239.43 feet; thence run Southwesterly, along the arc of said curve, 241.27 feet; thence South $47^{\circ}13'17''$ West, 346.30 feet to the point of Termination of said line. The boundaries are extended or contracted to create the extensions of said easement

LIMITED POWER of ATTORNEY
Consent for County Permit Applications

I, Leroy Lipscomb, do hereby authorize Brody Pack
to be my representative and act on my behalf in all aspects of applying for a
Manufactured Home Permit to be placed on my property, parcel ID
04-45-17-67595-008.

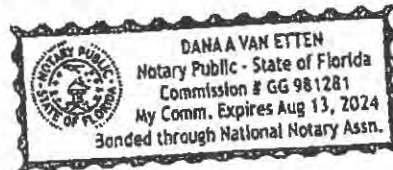
I understand that this could result in an assessment for solid waste and fire
protection services levied on this property.

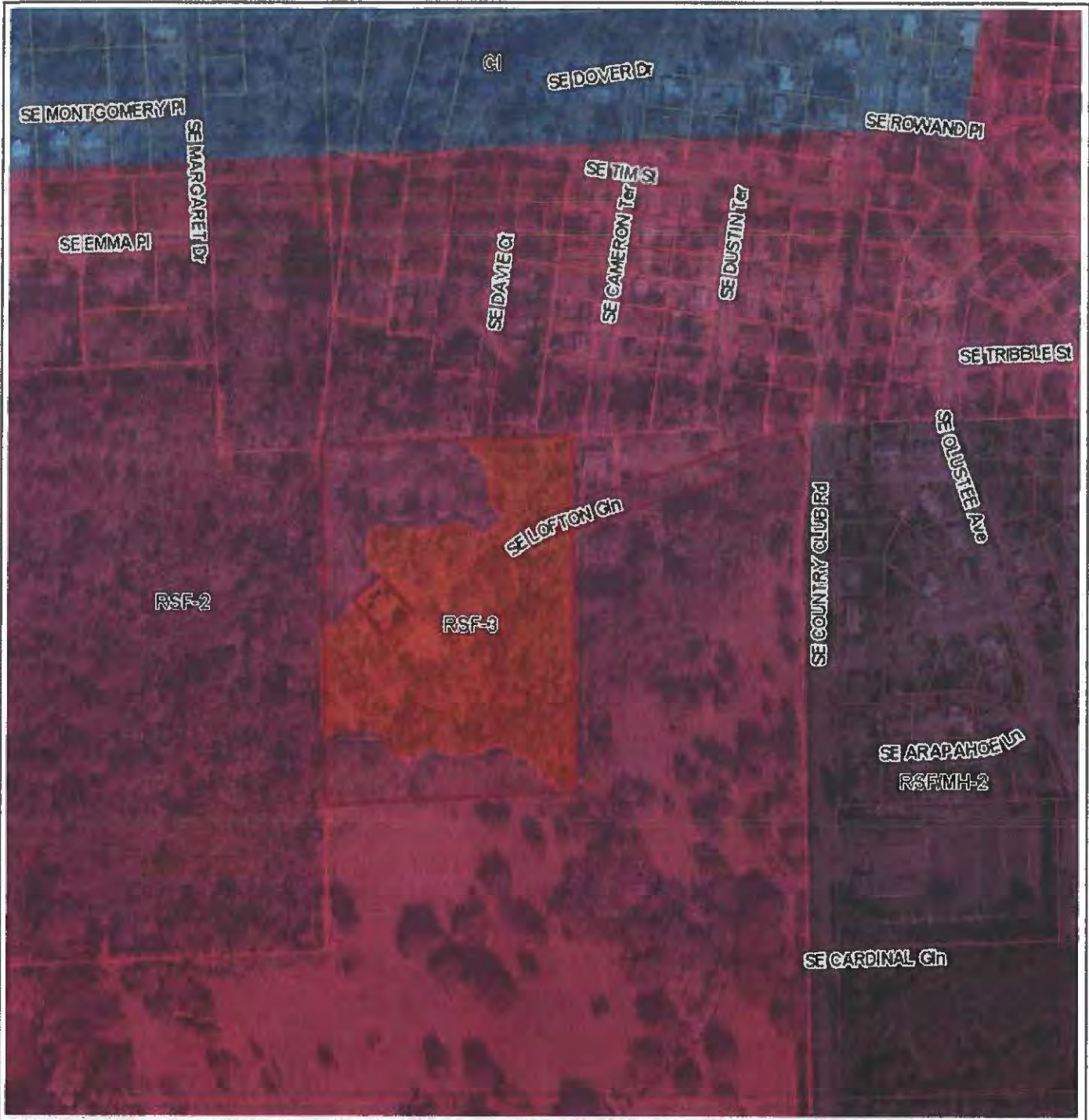
Dated this 5 day of January, 2024.

Owner: Leroy Lipscomb

Sworn to and described before me this 5 day of Jan, 2024.

Dana A Van Etten
Notary's Signature





0 260 520 780 1040 1300 1560 1820 2080 2340 2600 ft

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

PARCEL: 04-4S-17-07595-008 (46425) | NON AG ACREAGE (9900) | 14.822 AC
 BEG NW COR OF NE1/4 OF NE1/4 RUN E 660.22 FT, S 940.63 FT, W 660.83 FT, N 940.65 FT TO POB & A 60 FT PRIVATE RD LYING S OF & ADJACENT TO THE FOLLOWING

NOTES: Columbia County, FL

Owner: LIPSCOMB LEROY
 LIPSCOMB BERTHA M
 333 SE LOFTON GLN
 LAKE CITY, FL 32025
Site: 378 SE LOFTON GLN, LAKE CITY
Sales Info: NONE

		2024 Working Values	
Mkt Lnd	\$83,481	Appraised	\$83,481
Ag Lnd	\$0	Assessed	\$83,481
Bldg	\$0	Exempt	\$0
XFOB	\$0	Total	county:\$83,481 city:\$0
Just	\$83,481	Taxable	other:\$0 school:\$83,481



This information, updated: 2/15/2024, was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. **GrizzlyLogic.com**



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 3/14/2024 Meeting Date: 3/21/2024

Department: Zoning Department

1. Nature and purpose of agenda item:

Consideration of a re-zoning request Z240101

2. Recommended Motion/Action:

approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.

ORDINANCE NO. 2024-06

AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 98-1, THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO AN AMENDMENT TO THE TEXT OF THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS PROVIDING FOR THE REZONING FROM RESIDENTIAL SINGLE FAMILY - 2 (RSF-2) TO COMMERCIAL INTENSIVE (CI) OF LANDS DESCRIBED BELOW OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREAS OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Sections 163.3161 to 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water;

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

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

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

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

WHEREAS, the Board of County Commissioners has determined and found that a need and justification exists for the approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Regulations and other ordinances, regulations and actions designed to implement the Comprehensive Plan; and

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

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

Section 1. Z240101 - a petition by Brian Linton and Jeffrey Ruffo (owners) to change the zoning from Residential Single Family - 2 (RSF-2) to Commercial Intensive (CI) of the area in the lands as described below:

PARCEL: 10-4S-16-02867-000

COMM SE COR OF N1/2 OF SE1/4 OF SE1/4, RUN W 753.20 FT FOR POB, CONT W 280 FT TO R/W SR-247, N 41 DEG E 270.7 FT, E 156 FT, S 15 DEG W 208.14 FT TO POB, EX 0.50 AC DESC AS: COMM SE COR OF N1/2 OF SE1/4 OF SE1/4, RUN W 753.20 FT FOR POB, CONT W 61 FT, N 11 DEG W 202.93 FT, E 156 FT, S 15 DEG W 208.14 FT TO POB. 637-596, 891-724, 930-1920,1923, 1293-40, 1295-2687, QC 1373-1978, CT 1426-486, FJ 1492-510,Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions shall remain in full force and effect.

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

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

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

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting,

by the Board of County Commissioners this 21st day of March, 2024.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
COLUMBIA COUNTY, FLORIDA

James M. Swisher, Jr., County Clerk

Ronald Williams, Chairman



Columbia County Gateway to Florida

FOR PLANNING USE ONLY	
Application # Z	<u>29901</u>
Application Fee	\$1,850.00
Receipt No.	_____
Filing Date	_____
Completeness Date	_____

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

A. PROJECT INFORMATION

- Project Name: 247 Building 1
- Address of Subject Property: 2779 SW State Road 247 Lake City
- Parcel ID Number(s): 10-4S-16-02867-000
- Future Land Use Map Designation: Residential Low
- Existing Zoning Designation: Residential Low
- Proposed Zoning Designation: Commercial
- Acreage: 55 AC
- Existing Use of Property: Storage
- Proposed use of Property: Light commercial Storage

Residential Low
CI

B. APPLICANT INFORMATION

- Applicant Status Owner (title holder) Agent
- Name of Applicant(s): Brian Linton & Jeffery Ruffo Title: Co-owners
 Company name (if applicable): _____
 Mailing Address: 1201 Big Tree rd
 City: Neptune Beach State: Florida Zip: 32266
 Telephone: (386) 466-6266 Fax: () Email: bdlinton@gmail.com

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

- If the applicant is agent for the property owner*,
 Property Owner Name (title holder): _____
 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. ADDITIONAL INFORMATION

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

D. ATTACHMENT/SUBMITTAL REQUIREMENTS

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

- k. Whether the proposed change will adversely affect property values in the adjacent area.
- l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.
- m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.
- n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.
- o. Whether the change suggested is out of scale with the needs of the neighborhood or the county.
- p. Whether it is impossible to find other adequate sites in the county for the proposed use in districts already permitting such use. When pertaining to other proposed amendments of these land development regulations. The planning and zoning board shall consider and study:
 - i. The need and justification for the change.
 - ii. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the county's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of these land development regulations and other ordinances, regulations, and actions designed to implement the county's comprehensive plan.

- 5. Legal Description with Tax Parcel Number (In Microsoft Word Format).
- 6. Proof of Ownership (i.e. deed).
- 7. Agent Authorization Form (signed and notarized).
- 8. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).
- 9. Fee. The application fee for a Site Specific Amendment to the Official Zoning Atlas is \$1,850.00. No application shall be accepted or processed until the required application fee has been paid.

NOTICE TO APPLICANT

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

For submittal requirements, please see the Columbia County Building and Zoning Development Application Submittal Guidelines.

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.

Brian Linton
Applicant/Agent Name (Type or Print)


Applicant/Agent Signature

1/8/24
Date

D. ATTACHMENT/SUBMITTAL REQUIREMENTS

1. Boundary Sketch or Survey with bearings and dimensions.
2. Aerial Photo (can be obtained via the Columbia County Property Appraiser's Office).
3. Concurrency Impact Analysis: Concurrency Impact Analysis of impacts to public facilities, including but not limited to Transportation, Potable Water, Sanitary Sewer, and Solid Waste impacts. For residential Zoning Designations, an analysis of the impacts to Public Schools is required. **There is no impact on any of the above.**
4. An Analysis of the Requirements of Section 16.2 of the Land Development Regulations:
 - a. Whether the proposed change would be in conformance with the county's comprehensive plan and would have an adverse effect on the county's comprehensive plan. **There will be no effect on the current county plan.**
 - b. The existing land use pattern. **There will be no effect on existing land use patterns.**
 - c. Possible creation of an isolated district unrelated to adjacent and nearby districts. **There will be no possible creation of an isolated district.**
 - d. The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc. **There will be no effect on the population density pattern, no possible increase or overtaxing of the load on public facilities.**
 - e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change. **There will be no change on existing district boundaries.**
 - f. Whether changed or changing conditions make the passage of the proposed amendment necessary. **There is no effect.**
 - g. Whether the proposed change will adversely influence living conditions in the neighborhood. **The proposed change will not adversely affect the current living conditions in the neighborhood. However, it may positively affect the current living conditions.**

h. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety. **The proposed change will not affect the current traffic. There will be no increase of traffic congestion due to this change and it will not affect the public safety in any way.**

i. Whether the proposed change will create a drainage problem. **The proposed change will not create a drainage problem.**

j. Whether the proposed change will seriously reduce light and air to adjacent areas. **The proposed change will not affect light or air quality to the adjacent areas.**

k. Whether the proposed change will adversely affect property values in the adjacent area. **The proposed change will not adversely effect property values, it may however increase property values.**

l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations. **The proposed change will not be a deterrent to the improvement or development of adjacent property.**

m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare. **The proposed change will not constitute a grant of special privilege to any individual.**

n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning. **The reason the property cannot be used as residential as it is not a home, it is a commercial building and cannot be used as a living quarters.**

o. Whether the change suggested is out of scale with the needs of the neighborhood or the county. **The change is not out of scale with the needs of the neighborhood or the county.**

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

i. The need and justification for the change. **Commercial buildings this size are difficult to find. It should not be considered a residential building as no one currently lives in the building or would use the building as a home in the future.**

ii. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the county's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of these land development regulations and other ordinances, regulations, and actions designed to implement the county's comprehensive plan. **The proposed change will have no effect on any of the above mentioned.**

5. Legal Description with Tax Parcel Number (In Microsoft Word Format).
6. Proof of Ownership (i.e. deed).
7. Agent Authorization Form (signed and notarized).
8. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).
9. Fee. The application fee for a Site Specific Amendment to the Official Zoning Atlas is \$1,850.00. No application shall be accepted or processed until the required application fee has been paid.



Cancel Details... Click for more...
 10-45-18-02887-008 (12681)
 LISTON GRASS
 3778 SW STATE ROAD 217
 1848718 BASS IMPROVED ASSOC
 148243.800.00 Cont: 12/14/2020 - \$99,200 - LU

Tools

MEASURE OUTPUT

double-click or +click to close polygon

Current Segment: 208.33 ft > 106.7

0.04 mi > N18030798.SW

Running Length: 714.23 ft 0.14 mi

Estimated Perimeter: 714.23 ft 0.14 mi

Estimated Area: 23447.78 sqft 0.54 ac

Source Report: (show: GDI | GDA)

P1) 82641748.SW, 30459788.SW
 P2) 82641748.SW, 30459788.SW
 S1) 278.83 ft > 84.1601702.SW
 P3) 82641748.SW, 30459788.SW
 S2) 234.88 ft > 841706978.SW
 P4) 82641748.SW, 30459788.SW
 S3) 0.39 ft > 84407902.SW
 P5) 82641748.SW, 30459788.SW
 S4) 208.33 ft > N18030798.SW
 P6) 714.23 ft 0.14 mi
 A1) 23447.78 sqft 0.54 ac

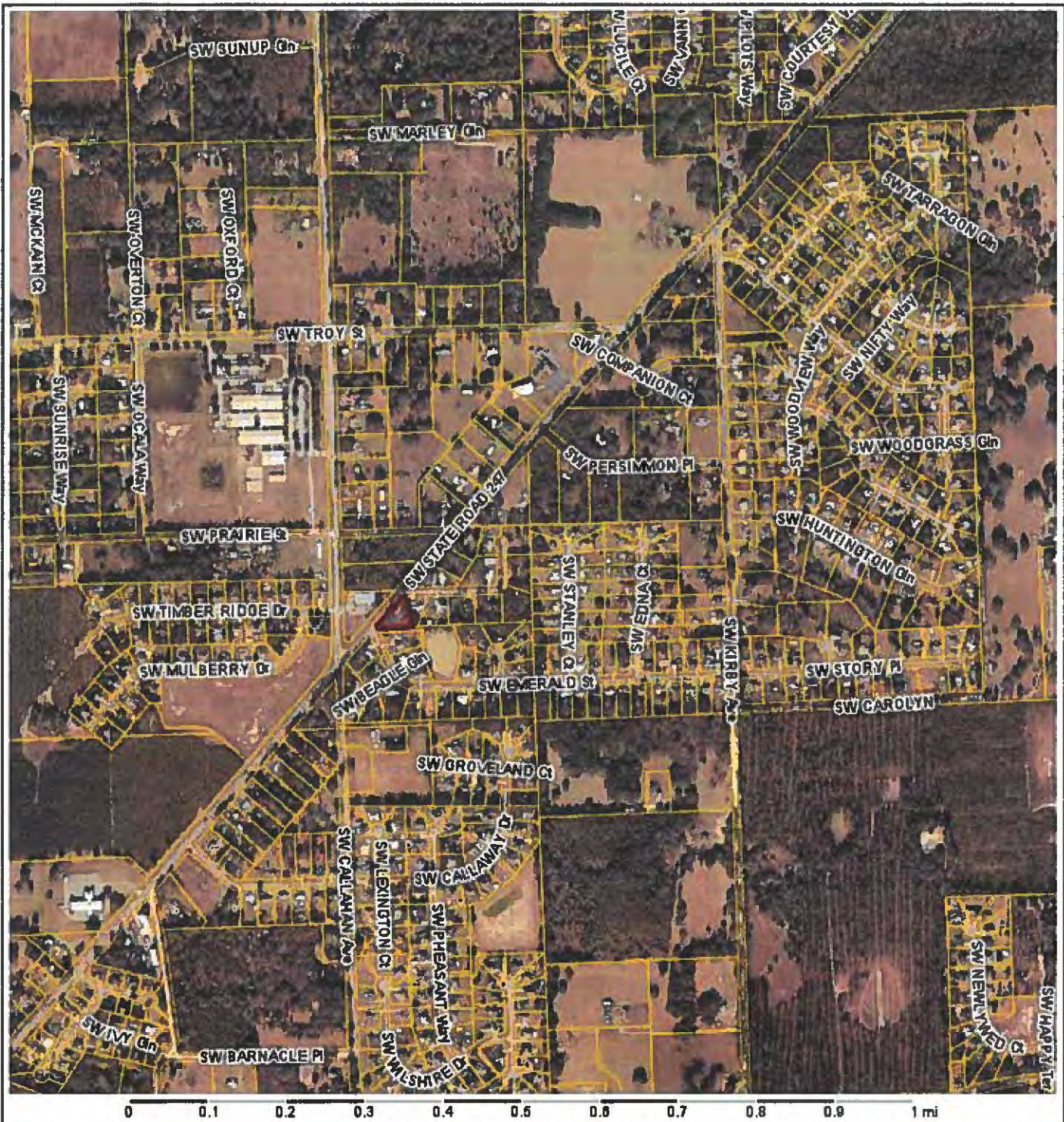
DISCLAIMER: All measurements and calculations are approximate and should not be used in any legal documents.
 - For Certified maps and dimensions please contact the Property Appraiser's office.

SAVE MAP IMAGE

PRINT MAP

OPTIONS

Show Scalebar
 Auto-Hide PRINT panel
 Show Zoom IN/OUT menu icons



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

PARCEL: 10-4S-16-02867-000 (12651) | MISC IMPROVED (0700) | 0.55 AC
 COMM SE COR OF N1/2 OF SE1/4 OF SE1/4, RUN W 753.20 FT FOR POB, CONT W 280 FT TO R/W SR-247, N 41 DEG E 270.7 FT, E 158 FT, S 15 DEG W 208.14 FT TO PO

Owner: LINTON BRIAN
 RUFFO JEFFERY
 P O BOX 3685
 LAKE CITY, FL 32056

Site: 2779 SW STATE ROAD 247, LAKE CITY

Sales Info:
 12/14/2020 \$39,200 I (U)
 11/2/2018 \$100 I (U)
 6/9/2015 \$100 I (U)

		2024 Working Values	
Mkt Lnd	\$22,400	Appraised	\$43,200
Ag Lnd	\$0	Assessed	\$43,200
Bldg	\$0	Exempt	\$0
XFOB	\$20,800	county:	\$43,200
Just	\$43,200	city:	\$0
		other:	\$0
		school:	\$43,200
		Total Taxable	

NOTES: Columbia County, FL

This information, updated: 3/14/2024, 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. **GrizzlyLogic.com**



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

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 3/14/2024 Meeting Date: 3/21/2024

Department: Building Department

1. Nature and purpose of agenda item:

Consideration of application CPA240101 for amendment to Future Land Use Map from Residential - Low to Commercial

2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.

ORDINANCE NO. 2024-07

AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 98-1, THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO AN AMENDMENT TO THE TEXT OF THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS TO AMEND THE COMPREHENSIVE PLAN FUTURE LAND USE MAP FROM RESIDENTIAL – LOW TO COMMERCIAL OF LANDS DESCRIBED BELOW OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREAS OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Sections 163.3161 to 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water;

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

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

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

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

WHEREAS, the Board of County Commissioners has determined and found that a need and justification exists for the approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Regulations and other ordinances, regulations and actions designed to implement the Comprehensive Plan; and

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

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

Section 1. Z240101 - a petition by Brian Linton and Jeffrey Ruffo (owners) to amend the Comprehensive Plan Future Land Use Map from Residential - Low to Commercial of the area in the lands as described below:

PARCEL: 10-4S-16-02867-000

COMM SE COR OF N1/2 OF SE1/4 OF SE1/4, RUN W 753.20 FT FOR POB, CONT W 280 FT TO R/W SR-247, N 41 DEG E 270.7 FT, E 156 FT, S 15 DEG W 208.14 FT TO POB, EX 0.50 AC DESC AS: COMM SE COR OF N1/2 OF SE1/4 OF SE1/4, RUN W 753.20 FT FOR POB, CONT W 61 FT, N 11 DEG W 202.93 FT, E 156 FT, S 15 DEG W 208.14 FT TO POB. 637-596, 891-724, 930-1920,1923, 1293-40, 1295-2687, QC 1373-1978, CT 1426-486, FJ 1492-510,Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions shall remain in full force and effect.

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

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

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

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting,

by the Board of County Commissioners this 21st day of March, 2024.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
COLUMBIA COUNTY, FLORIDA

James M. Swisher, Jr., County Clerk

Ronald Williams, Chairman



Columbia County Gateway to Florida

FOR PLANNING USE ONLY	
Application # CPA	<u>240101</u>
Application Fee \$	_____
Receipt No.	_____
Filing Date	_____
Completeness Date	_____

Comprehensive Plan Amendment Application

A. PROJECT INFORMATION

- Project Name: 247 Building 1
- Address of Subject Property: 2779 SW STATE ROAD 247 LAKE CITY
- Parcel ID Number(s): 10-4S-16-02867-000
- Existing Future Land Use Map Designation: RESIDENTIAL LOW
- Proposed Future Land Use Map Designation: RESIDENTIAL LOW
- Zoning Designation: COMMERCIAL
- Acreage: 55 AC
- Existing Use of Property: STORAGE
- Proposed use of Property: LIGHT COMMERCIAL STORAGE

B. APPLICANT INFORMATION

- Applicant Status Owner (title holder) Agent
- Name of Applicant(s): Brian Linton * Jeff Ruffo Title: President
 Company name (if applicable): _____
 Mailing Address: 1201 Big Tree Rd
 City: Neptune Beach State: FL Zip: 32266
 Telephone: (386)4666266 Fax: () _____ Email: bdlinton@gmail.com

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

- If the applicant is agent for the property owner*.
 Property Owner Name (title holder): Brian Linton
 Mailing Address: 1201 Big Tree Rd
 City: Neptune Beach State: FL Zip: 32266
 Telephone: () 4666266 Fax: () _____ Email: bdlinton@gmail.com

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

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

C. ADDITIONAL INFORMATION

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

D. ATTACHMENT/SUBMITTAL REQUIREMENTS

3. Boundary Sketch or Survey with bearings and dimensions.
4. Aerial Photo (can be obtained via the Columbia County Property Appraiser's Office).
5. Concurrency Impact Analysis: Concurrency Impact Analysis of impacts to public facilities, including but not limited to Transportation, Potable Water, Sanitary Sewer, and Solid Waste impacts. For residential land use amendments, an analysis of the impacts to Public Schools is required. *NA*
6. Comprehensive Plan Consistency Analysis: An analysis of the application's consistency with the Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies of the Comprehensive Plan and detail how the application complies with said Goals, Objectives, and Policies). For text amendments to the Comprehensive Plan, the proposed text amendment in strike-thru and underline format.
7. Legal Description with Tax Parcel Number (In Microsoft Word Format).
8. Proof of Ownership (i.e. deed).
9. Agent Authorization Form (signed and notarized).
10. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).
11. Fee. The application fee for a Comprehensive Plan Amendment is as follows:
 - a. Small Scale Comprehensive Plan Amendment (100 Acres or less) = \$1,750.00
 - b. Large Scale Comprehensive Plan Amendment (More Than 100 Acres) = \$2,900.00

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

NOTICE TO APPLICANT

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

For submittal requirements, please see the Columbia County Building and Zoning Development Application Submittal Guidelines.

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.

Brian Linton

Applicant/Agent Name (Type or Print)



Applicant/Agent Signature

1/8/24

Date



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

PARCEL: 10-4S-16-02867-000 (12651) | MISC IMPROVED (0700) | 0.55 AC
 COMM SE COR OF N1/2 OF SE1/4 OF SE1/4, RUN W 753.20 FT FOR POB, CONT W 280 FT TO RW SR-247, N 41 DEG E 270.7 FT, E 156 FT,
 S 15 DEG W 208.14 FT TO PO

Owner: LINTON BRIAN
 RUFFO JEFFERY
 P O BOX 3685
 LAKE CITY, FL 32056

Site: 2779 SW STATE ROAD 247, LAKE CITY

Sales: 12/14/2020 \$39,200 1 (U)
 11/2/2018 \$100 1 (U)

Info: 6/9/2015 \$100 1 (U)

2024 Working Values			
Mkt Lnd	\$22,400	Appraised	\$43,200
Ag Lnd	\$0	Assessed	\$43,200
Bldg	\$0	Exempt	\$0
XFOB	\$20,800	county:	\$43,200
Just	\$43,200	city:	\$0
		other:	\$0
		school:	\$43,200
		Total Taxable	

NOTES:

Columbia County, FL



This information, updated: 2/15/2024, was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office.

GrizzlyLogic.com



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

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 3/12/2024 Meeting Date: 3/21/2024

Department: County Attorney

1. Nature and purpose of agenda item:

Public hearing to vacate a portion of NW Beauchamp Way

2. Recommended Motion/Action:

After public hearing, to grant or deny the petition for road closure. If to grant, then adopt the attached resolution.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Board Agenda, March 21, 2024

From: Joel F. Foreman

Re: Public hearing to vacate a portion of NW Beauchamp Way

Date: March 12, 2024

The attached petition for the closure of that portion of NW Beauchamp Way south of NW Ceciley Place has been submitted for the Board's consideration.

The Board previously set a hearing date for the March 21, 2024 regular session.

The applicant has published the required notice in the Lake City Reporter. Proof of publication is attached.

The applicant's personally identifying information is redacted pursuant to F.S. Ch. 119.

Following public hearing, adoption of the attached resolution will grant the petition and close the portion of NW Beachamp Way in question.

Requested motion: After public hearing, to grant or deny the petition for road closure. If to grant, then adopt the attached resolution.

PETITION TO VACATE COUNTY ROAD

TO THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA:

Pursuant to the provisions of *Fla. Stat. Section 336.10* the undersigned, (Petitioner) petitions the Board of County Commissioners of Columbia County, Florida (Commissioners) to vacate and annul the following county road, described as follows:

Legal Description:

THE EXTENT OF N.W. BEAUCHAMP WAY SOUTH OF N.W. CECILEY PLACE, LAKE CITY, COLUMBIA COUNTY, FLORIDA.

and in support thereof represents to the Commissioners as follows:

1. Petitioner requests the Commissioners to vacate the county road.
2. At Petitioner's expense, Petitioner will cause to be published in *The Lake City Reporter*, a newspaper of general circulation in Columbia County, Florida, a notice of intention to hear this petition once, at least two weeks prior to hearing.
3. Petitioners have paid or caused to be paid all state and county ad valorem taxes now due with respect to the lands owned by Petitioner as evidenced by certificate from the Tax Collector of Columbia County, Florida attached hereto as Exhibit "A".
4. Petitioner represents to the Commissioners that it is in the best interest of Petitioners, the general public and all government regulatory bodies that the above-described portions of the road be vacated and annulled.

WHEREFORE, Petitioners respectfully requests that the Commissioners set a hearing and grant this Petition and adopt an appropriate resolution vacating the aforementioned county road, as herein above described.

DATED: this 24th day of January, 2024.



Kyle Keen, Tax Collector

Proudly Serving The People of Columbia County
135 NE Hernando Ave., Suite 125 • Lake City, Florida 32055-4006
(386) 758-1077 • (386) 719-7426 Fax

January 24, 2024

To Whom It May Concern:

I, as the Tax Collector for Columbia County, affirm that all the taxes for the properties listed below have been paid and are not delinquent. I have attached the most recent receipts as proof.

R01664-001
R01708-000
R01631-003
R01631-004

The account, R01631-044 was part of a larger parcel in 2023 and was acquired near the end of 2023. This parcel will be listed on the 2024 tax roll. I affirm that all taxes due on this new parcel are paid as part of the larger parcel.

If I can be of any assistance in this matter please feel free to reach out to my office anytime. I can be reached at (386) 758-1080.

Sincerely,

Kyle Keen
Columbia County Tax Collector

KYLE KEEN
COLUMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
REAL ESTATE 2023 6373.0000

R01664-001		SEE BELOW	SEE BELOW	SEE BELOW	003
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Confidential Per FL Statute

Confidential Per FL Statute

AD VALOREM TAXES				
BOARD OF COUNTY COMMISS	7.8150	220,006	220,006	1,719.35
COLUMBIA COUNTY SCHOOL				
DISCRETIONARY	0.7480	220,006	220,006	164.56
LOCAL	3.2170	220,006	220,006	707.76
CAPITAL OUTLAY	1.5000	220,006	220,006	330.01
SUWANNEE RIVER WATER MG	0.3113	220,006	220,006	68.49
LAKE SHORE HOSPITAL AUTH	0.0001	220,006	220,006	0.02
Exemptions Applied:				
TOTAL MILLAGE	13.5914		AD VALOREM TAXES	2,990.19

NON-AD VALOREM ASSESSMENTS		
FFIR	FIRE ASSESSMENTS	285.98
GGAR	SOLID WASTE - ANNUAL	198.06
NON-AD VALOREM ASSESSMENTS		484.04

Please retain this portion for your records

COMBINED TAXES AND ASSESSMENTS		3,474.23	See reverse side for important information		
If Paid By	Nov 30 2023	Dec 31 2023	Jan 31 2024	Feb 29 2024	Mar 31 2024
Please Pay	3,335.26	3,370.00	3,404.75	3,439.49	3,474.23

KYLE KEEN
COLUMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
REAL ESTATE 2023 6373.0000

R01664-001		SEE ABOVE	SEE ABOVE	SEE ABOVE	003
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Confidential Per FL Statute

Confidential Per FL Statute

RETURN WITH PAYMENT

PLEASE PAY IN U.S. FUNDS (NO POST DATED CHECKS) TO KYLE KEEN TAX COLLECTOR - 135 NE HERNANDO AVE - SUITE 125, LAKE CITY, FL 32055-4006

If Paid By	Nov 30 2023	Dec 31 2023	Jan 31 2024	Feb 29 2024	Mar 31 2024
Please Pay	3,335.26	3,370.00	3,404.75	3,439.49	3,474.23

Paid 06/08/2024 D/I 01/08/2024 Rcpt # 2501942.0001 \$3,404.75 Paid By:

KYLE KEEN
COLUMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
REAL ESTATE 2023 8501.0000

R01708-000		SEE BELOW	SEE BELOW	SEE BELOW	003
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Confidential Per FL Statute

Confidential Per FL Statute

AD VALOREM TAXES				
BOARD OF COUNTY COMMISS	7.8150	30,490	30,490	238.28
COLUMBIA COUNTY SCHOOL				
DISCRETIONARY	0.7480	30,490	30,490	22.80
LOCAL	3.2170	30,490	30,490	98.09
CAPITAL OUTLAY	1.5000	30,490	30,490	45.74
SUWANNEE RIVER WATER MG	0.3113	30,490	30,490	9.49
LAKE SHORE HOSPITAL AUTH	0.0001	30,490	30,490	
Exemptions Applied:				
TOTAL MILLAGE	13.5914		AD VALOREM TAXES	414.40

NON-AD VALOREM ASSESSMENTS	
FFIR	FIRE ASSESSMENTS
NON-AD VALOREM ASSESSMENTS	

Please retain this portion for your records

COMBINED TAXES AND ASSESSMENTS		414.40	See reverse side for important information		
If Paid By Please Pay	Nov 30 2023 397.82	Dec 31 2023 401.97	Jan 31 2024 406.11	Feb 29 2024 410.26	Mar 31 2024 414.40

KYLE KEEN
COLUMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
REAL ESTATE 2023 8501.0000

R01708-000		SEE ABOVE	SEE ABOVE	SEE ABOVE	003
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Confidential Per FL Statute

Confidential Per FL Statute

RETURN WITH PAYMENT

PLEASE PAY IN U.S. FUNDS (NO POST DATED CHECKS) TO KYLE KEEN TAX COLLECTOR - 135 NE HERNANDO AVB - SUITE 125, LAKE CITY, FL 32055-4006

If Paid By Please Pay	Nov 30 2023 397.82	Dec 31 2023 401.97	Jan 31 2024 406.11	Feb 29 2024 410.26	Mar 31 2024 414.40
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KYLE KEEN

COLUMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
REAL ESTATE 2023 8383.0000

R01631-003		SEE BELOW	SEE BELOW	SEE BELOW	003
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Confidential Per FL Statute

Confidential Per FL Statute

AD VALOREM TAXES

BOARD OF COUNTY COMMISS	7.8150	12,500	12,500	97.69
COLUMBIA COUNTY SCHOOL				
DISCRETIONARY	0.7480	12,500	12,500	9.35
LOCAL	3.2170	12,500	12,500	40.21
CAPITAL OUTLAY	1.5000	12,500	12,500	18.75
SUWANNEE RIVER WATER MG	0.3113	12,500	12,500	3.89
LAKE SHORE HOSPITAL AUTH	0.0001	12,500	12,500	

Exemptions Applied:

TOTAL MILLAGE	13.5914	AD VALOREM TAXES	169.89
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NON-AD VALOREM ASSESSMENTS

FFIR	FIRE ASSESSMENTS	3.19
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Please
retain
this
portion
for your
records

NON-AD VALOREM ASSESSMENTS	3.19
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COMBINED TAXES AND ASSESSMENTS	173.08	See reverse side for important information.
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If Paid By Please Pay	Nov 30 2023 166.16	Dec 31 2023 167.89	Jan 31 2024 169.62	Feb 29 2024 171.35	Mar 31 2024 173.08
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KYLE KEEN

COLUMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
REAL ESTATE 2023 8383.0000

R01631-003		SEE ABOVE	SEE ABOVE	SEE ABOVE	003
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Confidential Per FL Statute

Confidential Per FL Statute

RETURN
WITH
PAYMENT

PLEASE PAY IN U.S. FUNDS (NO POST DATED CHECKS) TO KYLE KEEN TAX COLLECTOR - 135 NE HERNANDO AVE - SUITE 125, LAKE CITY, FL. 32055-4006

If Paid By Please Pay	Nov 30 2023 166.16	Dec 31 2023 167.89	Jan 31 2024 169.62	Feb 29 2024 171.35	Mar 31 2024 173.08
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KYLE KEEN

COLUMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

REAL ESTATE 2023 8384.0000

R01631-004		SEE BELOW	SEE BELOW	SEE BELOW	003
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Confidential Per FL Statute

Confidential Per FL Statute

AD VALOREM TAXES				
BOARD OF COUNTY COMMISS	7.8150	22,742	22,742	177.73
COLUMBIA COUNTY SCHOOL				
DISCRETIONARY	0.7480	22,742	22,742	17.01
LOCAL	3.2170	22,742	22,742	73.16
CAPITAL OUTLAY	1.5000	22,742	22,742	34.11
SUWANNEE RIVER WATER MG	0.3113	22,742	22,742	7.08
LAKE SHORE HOSPITAL AUTH	0.0001	22,742	22,742	
Exemptions Applied:				
TOTAL MILLAGE	13.5914		AD VALOREM TAXES	309.09

NON-AD VALOREM ASSESSMENTS	
FFIR FIRE ASSESSMENTS	3.19
NON-AD VALOREM ASSESSMENTS	
	3.19

Please retain this Portion for your records

COMBINED TAXES AND ASSESSMENTS		312.28	See reverse side for important information			
If Paid By Please Pay	Nov 30 2023 299.79	Dec 31 2023 302.91	Jan 31 2024 306.03	Feb 29 2024 309.16	Mar 31 2024 312.28	

KYLE KEEN

COLUMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

REAL ESTATE 2023 8384.0000

R01631-004		SEE ABOVE	SEE ABOVE	SEE ABOVE	003
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Confidential Per FL Statute

Confidential Per FL Statute

RETURN WITH PAYMENT

PLEASE PAY IN U.S. FUNDS (NO POST DATED CHECKS) TO KYLE KEEN TAX COLLECTOR - 135 NE HERNANDO AVE - SUITE 125, LAKE CITY, FL 32055-4006

If Paid By Please Pay	Nov 30 2023 299.79	Dec 31 2023 302.91	Jan 31 2024 306.03	Feb 29 2024 309.16	Mar 31 2024 312.28
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STATE OF FLORIDA,
COUNTY OF: COLUMBIA COUNTY

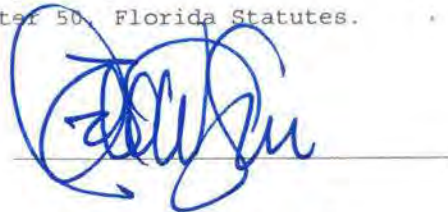
Before the undersigned authority personally appeared Todd Wilson, who on oath says that he or she is Publisher of the Lake City Reporter, a newspaper published at Lake City in Columbia County, Florida; that the attached copy of advertisement, being a

in the matter of Legal Notice of Proceedings for the Closing of a Road

in the _____ Court, was published in said newspaper by print in the issues of February 29, 2024
March 7, 2024

or by publication on the newspaper's website, if authorized, on February 29, 2024
March 7, 2024

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.



Sworn to and subscribed before me this 7 day of March, A.D. 2024, by Todd Wilson, who is personally known to me.


(Signature of Notary Public)



KATHLEEN A. RIOTTO
Commission # HH 282049
Expires August 20, 2026

NOTICE OF PROCEEDINGS FOR THE CLOSING OF A ROAD

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

THE EXTENT OF N.W. BEAUCHAMP SOUTH OF N.W. CECILEY PLACE, LAKE CITY, COLUMBIA COUNTY, FLORIDA

A public hearing to receive comments from affected property owners and to authorize the adoption of the proposed resolution will be held at 5:30 p.m. at the March 21, 2024 meeting of the BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, at the Columbia County School Board Complex, 372 West Duval Street, Lake City, Florida. Copies of the proposed resolution for the road closing are available for inspection at the office of the County Manager located in the Columbia County Courthouse Annex, 135 NE Hernando Avenue, Lake City, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

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

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

804528
February 29, 2024
March 7, 2024

RESOLUTION NO. 2024 R-

**A RESOLUTION VACATING, ABANDONING
AND DISCONTINUING A PUBLIC ROAD.**

WHEREAS, the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, deem it advisable and in the best interest of the County to vacate, abandon and discontinue the following described road located within Columbia County, Florida, to-wit:

**THE EXTENT OF N.W. BEAUCHAMP SOUTH OF N.W. CECILEY PLACE,
LAKE CITY, COLUMBIA COUNTY, FLORIDA**

WHEREAS, due and legal notice has been published in the Lake City Reporter, a newspaper of general circulation, Columbia County, Florida, of the public hearing on the intent of the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, to vacate, abandon, and discontinue the above-described road, and that proof of the publication of said notice having been filed with the Board of County Commissioners; and

WHEREAS, a public hearing was held by the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, at its regular meeting on the 21st day of March 2024, and no lawful or proper objections were made to the abandonment of said roadway by any person, firm or corporation; and

WHEREAS, the Board finds and determines that there is no reasonable or legal objection to the abandonment of said road.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, that a copy of this Resolution be entered upon the minutes of the County Commissioners' Minute Book and the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, do hereby renounce and disclaim any right of the County and the public in and to the above-described abandoned road.

PASSED AND ADOPTED in regular session on this 21st day of March 2024, at Lake City, Columbia County, Florida.

BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA

By: _____
Ronald Williams, Chairman

ATTEST:

James M. Swisher, Jr.
Clerk of Court



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 2/8/2024 Meeting Date: 3/21/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

Ordinance No. 2024-04 - Establishes a Municipal Service Taxing Unit (MSTU) for North Florida Mega Industrial Park to help finance infrastructure improvements within the park. This Ordinance does establish any tax levy.

2. Recommended Motion/Action:

Approve Ordinance No. 2024-04

3. Fiscal impact on current budget.

This item has no effect on the current budget.

COLUMBIA COUNTY, FLORIDA

**INDUSTRIAL PARK
MUNICIPAL SERVICE TAXING UNIT**

ADOPTED March 21, 2024

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ORDINANCE NO. 2024-04

AN ORDINANCE CREATING A MUNICIPAL SERVICE TAXING UNIT TO FUND THE PROVISION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY; PROVIDING CERTAIN FINDINGS; PROVIDING DEFINITIONS; DESCRIBING THE BOUNDARIES OF THE MUNICIPAL SERVICE TAXING UNIT; AUTHORIZING THE MUNICIPAL SERVICE TAXING UNIT TO ANNUALLY LEVY AD VALOREM TAXES TO PROVIDE INFRASTRUCTURE IMPROVEMENTS TO SERVE PROPERTIES WITHIN THE MUNICIPAL SERVICE TAXING UNIT; AUTHORIZING A PLEDGE OF THE MUNICIPAL SERVICE TAXING UNIT'S AD VALOREM TAX REVENUES TO THE RETIREMENT OF DEBT AS PROVIDED BY GENERAL LAW; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. FINDINGS. It is hereby ascertained, determined and declared that:

(A) Pursuant to Article VIII, Section I(g) of the Florida Constitution, Sections 125.01 and 125.66, Florida Statutes, and the Home Rule Charter for Columbia County, Florida, the Board of County Commissioners (the "Board") of Columbia County, Florida (the "County"), has all powers of local self-government to perform county and municipal functions and to render services in a manner not inconsistent with general law and such power may be exercised by the enactment of county ordinances and resolutions.

(B) Section 125.01(1)(q), Florida Statutes, provides specific legislative authorization for counties to establish a municipal service taxing unit to fund water, streets, sidewalks, waste and sewage collection and disposal, drainage, transportation,

and other essential facilities and municipal services within any part or all of the unincorporated area of the County and within the boundaries of a municipality if the municipality consents by ordinance to inclusion within the municipal service taxing unit.

(C) Sections 1.4 and 2.8 of the Home Rule Charter for Columbia County, Florida provides that the Board of County Commissioners shall have all powers to accomplish county and municipal purposes, which includes the authority to create municipal service taxing units.

(D) The Board expressly finds, determines, and declares that there is a need to fund the provision of water, streets, sidewalks, waste and sewage collection and disposal, drainage, transportation, and other essential facilities and municipal services to serve the properties within the MSTU in furtherance of creating economic development opportunities, promoting responsible growth management and the provision of needed infrastructure within the County concurrent with the impacts of development, and prudent County fiscal planning.

(E) The purpose of this Ordinance is to create the Columbia County Industrial Park Municipal Service Taxing Unit to fund the Infrastructure Improvements for properties within the MSTU.

(F) The County is required to include and fund the approved annual budget of the MSTU within the County's annual budget.

SECTION 2. DEFINITIONS. As used in this Ordinance, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Annual Budget" means the budget adopted as a part of the annual County budget, which approves the budgeted revenues and expenditures of the MSTU revenues at a level of detail required for the annual financial report under Section 218.32(1), Florida Statutes.

"Board" means the Board of County Commissioners of Columbia County, Florida, which shall also be the governing body of the MSTU pursuant to Section 125.01(2), Florida Statutes.

"County" means Columbia County, Florida.

"Infrastructure Improvements" means the acquisition, design, permitting, financing, construction, installation, and maintenance of water, streets, sidewalks, waste and sewage collection and disposal, drainage, transportation, and other essential facilities and municipal services provided to serve the properties within the MSTU.

"Industrial Park MSTU" or "MSTU" means the Columbia County Industrial Park Municipal Service Taxing Unit created pursuant to Section 3 hereof.

SECTION 3. CREATION AND INCLUSION OF MUNICIPALITIES. The Industrial Park MSTU is hereby created as a new taxing unit and its boundaries are as follows:

A parcel of land lying and being in Sections 31, 32, 33, and 34, Township 3 South, Range 18 East and Sections 3, 4, and 5, Township 4 South, Range 18 East, All Lying South of US Highway 90, Columbia County Florida, being described as follows:

Begin at the Southeast Corner of Section 5, Township 4 South, Range 18 East, Columbia County Florida and run S 88°43'48" W, along the South Line of said Section 5, a distance of 1319.63 feet, to the Southeast corner of a parcel of land as described in Official Records Book 1117 Page 2348

of the Public Records of Columbia County, Florida; thence departing said South line and on the East line of said Official Records Book 1117 Page 2348, N 00°02'08" E, along said East Line a distance of 2662.13 feet to the Northeast corner of said Official Records Book 1117 Page 2348; thence departing said East line and on the North line of said Official Records Book 1117 Page 2348, S 88°44'40" W, along said North Line a distance of 1316.23 feet to the Northwest corner of said Official Records Book 1117 Page 2348; thence departing said North line and on the West line of said Official Records Book 1117 Page 2348, S 00°08'27" W, along said West Line a distance of 2662.58 feet to the Southwest corner of said Official Records Book 1117 Page 2348, said point also being on the South line of said Section 5, Township 4 South, Range 18 East; thence departing said West line and on said South line of Section 5, S 88°45'59" W, along the South Line of said Section 5, a distance of 1774.41 feet to the Southeast corner of a parcel of land as described in Official Records Book 927 Page 581 of the Public Records of Columbia County, Florida; thence departing said South line and on the East line of said Official Records Book 927 Page 581, N 00°58'35" W, along said East Line a distance of 6415.92 feet to the Northeast corner of said Official Records Book 927 Page 581; thence departing said East line and on the North line of said Official Records Book 927 Page 581, S 89°01'28" W, along said North Line a distance of 5408.85 feet to the Northwest corner of said Official Records Book 927 Page 581, said point also being the Northeast corner of a parcel of land as described in Official Records Book 687 Page 242 of the Public Records of Columbia County, Florida; thence departing said North line and on the Northerly line of said Official Records Book 687 Page 242, N 80°44'12" W, along said Northerly Line of said Official Records Book 687 Page 242 a distance of 762.42 feet to the West line of Section 31, Township 3 South, Range 18 East, Columbia County Florida, thence departing said Northerly line and on the West line of said Section 31, N 00°32'21" W, along said West Line a distance of 1397.55 feet to the Southwest corner of the Northwest 1/4 of said Section 31; thence departing said West line and on the South line of said Northwest 1/4, N 88°51'32" E, along said South line of the Northwest 1/4 a distance of 1053.94 feet to the Southeast corner of a parcel of land as described in Official Records Book 618 Page 693; thence departing said South line and on the West line of said Official Records Book 618 Page 693, N 01°11'41" W, along said West Line a distance of 538.51 feet to the Southerly Right of way line of US Highway 90 (per State Road Department Right of Way Map, Section 2901, Project 24, Operating No. 3057, Variable Width Right of Way); thence departing said West line and on the Southerly Right of way line of US Highway 90, N 89°20'02" E along said Southerly Right of way line a distance of 4895.90 feet to the beginning of a curve concave

Northwest having a Radius of 3872.70 feet and a central angle of 12°38'26"; thence continue on said Southerly Right of Way line and on the arc of said curve, a distance of 854.39 feet, said arc being subtended by a chord which bears N 83°00'49" E, a distance of 852.66 feet to the curves end; thence N 76°41'36" E, continue along said Southerly Right of way line of US Highway 90 a distance of 8321.41 feet; thence N 76°39'06" E continue along said Southerly Right of way line a distance of 583.98 feet to the Northwest corner of a parcel of land as described in Official Records Book 815 Page 1299 of the Public Records of Columbia County, Florida, thence departing said Southerly Right of way line of US Highway 90 and on the West line of said Official Records Book 815 Page 1299, said line also being the West line of Official Records Book 844 Page 1596 of the Public Records of Columbia County, Florida, S 01°33'50" E, along said West Lines of said Official Records Book 815 Page 1299, and Official Records Book 844 Page 1596 a distance of 3154.68 feet to the Southwest corner of said Official Records Book 844 Page 1596, thence departing said west lines and on the South line of said Official Records Book 844 Page 1596, N 88°27'22" E, along said South Line of Official Records Book 844 Page 1596, said line also being the South line of Official Records Book 927 Page 581 of the Public Records of Columbia County, Florida, a distance of 2451.87 feet; thence S 01°18'49" E, a distance of 1944.36 feet to a point on the South line of Section 34, Township 3 South, Range 18 East, Columbia county Florida, said point also being on the North line of Section 3, Township 4 South, Range 18 East, Columbia county Florida, thence S 00°42'24" W, a distance of 5298.31 feet to a point on the South line of said Section 3, Township 4 South, Range 18 East; thence S 88°09'59" W, a distance of 2000.00 feet to the Southwest corner of said Section 3, said point also being the Southeast corner of Section 4, Township 4 South, Range 18 East, Columbia County Florida, thence departing said South line of said Section 3, S 88°39'34" W, along the South Line of Section 4 a distance of 5272.22 feet to the Point of Beginning.

Less and Except:

Trye Road (County Maintained Graded Dirt Road, Approximate 40 foot Right of Way) lying and being in Section 32, Township 3 South, Range 18 East and Sections 4 and 5, Township 4 South, Range 18 East, Columbia County Florida, being described as follows, being a 40 foot wide strip of land lying 20 feet on each side of the following described centerline:

Commence at the Southeast corner of Section 4, Township 4 South, Range 18 East, Columbia County Florida; thence on the South line of said

Section 4, S 88°39'34" W a distance of 196.70 feet to the centerline of Tyre Road (County Maintained Graded Dirt Road, Approximate 40 foot Right of Way) and the Point of Beginning; Thence departing said South line and on the Northerly, Westerly and Northerly lines of said centerline of Tyre Road for the next 30 courses, N 31°40'54" W a distance of 780.21 feet to the beginning of a curve, concave Southwest, having a radius of 1200.00 feet and a central angle of 9°08'28"; thence on the arc of said curve, a distance of 191.45 feet, said arc being subtended by a chord which bears N 36°15'08" W, a distance of 191.25 feet; thence N 40°49'22" W a distance of 1471.02 feet to the beginning of a curve, concave northeast, having a radius of 500.00 feet and a central angle of 11°35'19"; thence on the arc of said curve, a distance of 101.13 feet, said arc being subtended by a chord which bears N 35°01'43" W, a distance of 100.96 feet; thence N 29°14'03" W a distance of 582.47 feet; thence N 27°35'09" W a distance of 440.94 feet to the beginning of a curve, concave Southwest, having a radius of 400.00 feet and a central angle of 30°37'30"; thence on the arc of said curve, a distance of 213.80 feet, said arc being subtended by a chord which bears N 42°53'55" W, a distance of 211.27 feet; thence N 58°12'40" W a distance of 442.49 feet to the beginning of a curve, concave Northeast, having a radius of 300.00 feet a central angle of 12°29'27"; thence on the arc of said curve, a distance of 65.40 feet, said arc being subtended by a chord which bears N 51°57'56" W, a distance of 65.27 feet; thence N 45°43'12" W a distance of 270.13 feet to the beginning of a curve, concave southwest, having a radius of 200.00 feet and a central angle of 60°43'06"; thence on the arc of said curve, a distance of 211.95 feet, said arc being subtended by a chord which bears N 76°04'45" W, a distance of 202.17 feet; thence S 73°33'42" W a distance of 698.88 feet to the beginning of a curve, concave Southeast, having a radius of 700.00 feet and a central angle of 23°04'34"; thence on the arc of said curve, a distance of 281.93 feet, said arc being subtended by a chord which bears S 62°01'25" W, a distance of 280.03 feet; thence S 50°29'08" W a distance of 1097.66 feet to the beginning of a curve, concave Northwest, having a radius of 1800.00 feet and a central angle of 12°45'52"; thence on the arc of said curve, a distance of 401.00 feet, said arc being subtended by a chord which bears S 56°52'04" W, a distance of 400.17 feet; thence S 63°15'00" W a distance of 529.51 feet; thence S 65°43'31" W a distance of 256.78 feet; thence S 71°00'40" W a distance of 148.70 feet; thence S 86°23'40" W a distance of 96.79 feet to the beginning of a curve, concave Northeast, having a radius of 120.00 feet and a central angle of 81°05'26"; thence on the arc of said curve, a distance of 169.84 feet, said arc being subtended by a chord which bears N 53°03'37" W, a distance of 156.01 feet; thence N 12°30'53" W a distance of 389.07 feet to the beginning of a curve, concave Southwest,

having a radius of 200.00 feet and a central angle of 38°03'16"; thence on the arc of said curve, a distance of 132.83 feet, said arc being subtended by a chord which bears N 31°32'31" W, a distance of 130.41 feet; thence N 50°34'09" W a distance of 958.34 feet; thence N 49°38'18" W a distance of 271.65 feet to the beginning of a curve, concave northeast, having a radius of 800.00 feet and a central angle of 26°18'35"; thence on the arc of said curve, a distance of 367.35 feet, said arc being subtended by a chord which bears N 36°29'00" W, a distance of 364.13 feet; thence N 23°19'43" W a distance of 837.22 feet; thence N 24°55'15" W a distance of 451.77 feet; thence N 27°15'51" W a distance of, 1238.60 feet to the beginning of a curve, concave Northeast, having a radius of 1400.00 feet and a central angle of 7°56'13"; thence on the arc of said curve, a distance of 193.94 feet, said arc being subtended by a chord which bears N 23°17'44" W, a distance of 193.78 feet; thence N 19°19'37" W a distance of 1332.63 feet; thence N 19°12'22" W a distance of 1016.82 feet; to the Point of Terminus.

The side lines of the above described 40 foot wide strip, are to be lengthened and/or shortened so as to form a continuous 40 foot wide strip of land, said strip being bounded at the Point of Beginning by the South line of Section 4, Township 4 South, Range 18 East, Columbia County, Florida, said line bearing S 88°39'34" W, and being bounded at the Point of Terminus by the Southerly Right of Way line of U.S. Highway 90 (a variable width Right of Way as now established) per State Road Department Right of Way Map Section 2901, Project 24, Operating No. 3057), and being on a curve, concave Northwest, having a radius of 3872.70 feet, a central angle of 0°36'21" and a arc distance of 40.95 feet.

LESS AND EXCEPT LANDS conveyed in Special Warranty Deed dated October 22, 2019 and recorded in O.R. Book 1399, Page 564, public records of Columbia County, Florida and being more particularly described as follows:

A parcel of land, being a portion of the Northeast 1/4 and Southeast 1/4 of Section 31, Township 3 South, Range 18 East, Columbia County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Section 31, Township 3 South, Range 18 East, Columbia County, Florida; thence on the East line of said Section 31, S 02°45'08" E, a distance of 2153.63 feet; to a point on the Southerly Right of Way line of U.S. Highway 90 (a variable width Right of Way); thence on said Southerly Right of Way line, S 89°20'02" W, a distance of 2197.92 feet to the Point of Beginning; thence departing said

Southerly Right of Way line, S 00°39'58" E, a distance of 338.84 feet to the beginning of a curve, concave Northeast, having a radius of 525.00 feet and a central angle of 90°00'00"; thence on the arc of said curve a distance of 824.67 feet said arc being subtended by a chord which bears S 45°39'58" E, a distance of 742.46 feet to the curves end; thence N 89°20'02" E, a distance of 616.35 feet to a point on the Westerly line of a 50 foot Easement for Ingress, Egress and Utilities as recorded in Official record Book 927, Page 585 of the public records of Columbia County, Florida; thence on said Westerly line, S 23°12'45" E, a distance of 108.28 feet; thence departing said Westerly line, S 89°20'02" W, a distance of 657.87 feet to the beginning of a curve, concave Northeast, having a radius of 625.00 feet and a central angle of 90°00'00"; thence on the arc of said curve a distance of 981.75 feet said arc being subtended by a chord which bears N 45°39'58" W, a distance of 883.88 feet to the curves end; thence N 00°39'58" W, a distance of 338.84 feet to a point on the aforesaid Southerly Right of Way line of U.S. Highway 90; thence on said Southerly Right of Way line, N 89°20'02" E, a distance of 100.00 feet to the Point of Beginning.

SECTION 4. AUTHORIZATION OF AD VALOREM TAXES.

(A) The Board is hereby authorized to levy annual ad valorem taxes upon taxable real and personal property within the MSTU beginning with the County budget for the fiscal year beginning October 1, 2025.

(B) The budget and millage rate for the MSTU shall be approved and levied in the manner provided by general law for the levy of County ad valorem taxes.

(C) The millage rate levied within the MSTU shall not exceed the rate authorized by Section 125.01(1)(q), Florida Statutes, and Article VII, Section 9(b) of the Florida Constitution.

SECTION 5. PURPOSE AND AUTHORIZATION OF EXPENDITURES. The MSTU is established to fund the provision of the Infrastructure Improvements and related services, facilities, and programs to serve properties and persons within the

MSTU, including, but not necessarily limited to, personnel costs, salaries, operation costs, financing costs, and capital costs associated with the Public Infrastructure provided by or through Columbia County for the use and benefit of the property or persons within the boundaries of the MSTU.

SECTION 6. BOND REFERENDUM. In the event the Board desires to pledge the MSTU's ad valorem tax to the retirement of debt issued for the purpose of financing the Infrastructure Improvements, including but not limited to land, improvements, and equipment, the Board shall cause a bond referendum election to be held in accordance with applicable provisions of general law. Upon approval at referendum, the Board shall have all powers necessary to issue bonds in accordance with Florida law.

SECTION 7. CODIFICATION. It is the intention of the Board of County Commissioners of Columbia County, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Columbia County, Florida, that the sections of this ordinance may be renumbered or relettered to accomplish such intention, and that the word "ordinance" may be changed to "section" or "article," or other appropriate designation.

SECTION 8. EFFECTIVE DATE. Error! Bookmark not defined. The Clerk shall file a certified copy of this Ordinance with the Department of State within ten days of its adoption. The Ordinance shall take effect immediately upon its filing with the Department of State.

DULY ENACTED this 21st day of March, 2024.

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

Ronald Williams, Chairman

ATTEST:
Ex-Officio Clerk of the Board of County
Commissioners of Columbia County, Florida

By: _____
James M. Swisher, Jr., Clerk of Court

STATE OF FLORIDA,
COUNTY OF: COLUMBIA COUNTY

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

in the matter of Legal Notice of public hearing

in the _____ Court, was published in said newspaper by print in the issues of March 6, 2024

or by publication on the newspaper's website, if authorized, on March 6, 2024

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

[Signature]

Sworn to and subscribed before me this 6 day of March, A.D. 2024, by Todd Wilson, who is personally known to me.

[Signature]
(Signature of Notary Public)



KATHLEENA RIOTTO
Commission # HH 282049
Expires August 20, 2026

NOTICE OF PUBLIC HEARING
AN ORDINANCE CREATING A MUNICIPAL SERVICE TAXING UNIT TO FUND THE PROVISION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY; PROVIDING CERTAIN FINDINGS; PROVIDING DEFINITIONS; DESCRIBING THE BOUNDARIES OF THE MUNICIPAL SERVICE TAXING UNIT; AUTHORIZING THE MUNICIPAL SERVICE TAXING UNIT TO ANNUALLY LEVY AD VALOREM TAXES TO PROVIDE INFRASTRUCTURE IMPROVEMENTS TO SERVE PROPERTIES WITHIN THE MUNICIPAL SERVICE TAXING UNIT; AUTHORIZING A PLEDGE OF THE MUNICIPAL SERVICE TAXING UNIT'S AD VALOREM TAX REVENUES TO THE RETIREMENT OF DEBT AS PROVIDED BY GENERAL LAW; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

Notice is hereby given that the Columbia County Board of County Commissioners will convene a public hearing to consider adoption of the above-referenced ordinance on March 21, 2024, at 5:30 p.m., or as soon thereafter as such matter may be heard, in the School Board Administrative Complex, 372 West Duval Street, Lake City, FL. 32055. This public hearing may be continued as necessary and as announced at the hearing. All interested persons may attend the public hearing and be heard regarding the proposed ordinance. Information concerning the proposed ordinance is available at the Columbia County Board of County Commissioners Office, 135 NE Hemando Ave., Lake City, FL., Telephone (386) 758-1005, or by email at lisa_roberts@columbiacountyfla.com. The proposed ordinance may be reviewed during business hours at the Columbia County Board of County Commissioners Office. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County at least two (2) business days prior to the meeting at (386) 758-1005 or email at lisa_roberts@columbiacountyfla.com. Hearing impaired persons should call Telecommunications Device for the Deaf at (386) 758-2139. If any person decides to appeal any decision made by the

Board of County Commissioners with respect to any matter considered at the above-described public hearing, they will need a record of the proceedings, and they may need to ensure that a verbatim record of the proceedings, is made, which record includes the testimony and evidence upon which the appeal is to be based. If you have any questions, please contact the Columbia County Board of County Commissioners office at (386) 758-1005, Monday through Friday between 8:00 a.m. and 5:00 p.m.

805114
March 6, 2024



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

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 3/11/2024 Meeting Date: 3/21/2024

Department: Public Works

1. Nature and purpose of agenda item:

Alachua contracts with New River for disposal of MSW; but they have declined to accept this "special waste" as their policy allows. Our permit allows for the acceptance of biomedical "autoclaved" waste. We currently accept this similar waste from bio cycle here in Columbia County.

2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 - Everett Phillips
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: David Kraus, County Manager

FROM: Kevin Kirby, Assistant County Manager 1 ↵

DATE: March 8, 2024

RE: Malcom Randall VA Hospital Alachua Waste Acceptance Request

Attached is a letter of request to accept out of county garbage from the Malcom Randall VA Medical Center in Alachua County.

Alachua contracts with New River for disposal of MSW; but they have declined to accept this "special waste" as their policy allows. Our permit allows for the acceptance of biomedical "autoclaved" waste. We currently accept this similar waste from bio cycle here in Columbia County.

Staff has reached out to John Locklear in regards to airspace impact and their tonnage represents 1% of the projected annual Class I waste volume for 2024. There are no legal restrictions on accepting this out of county waste

Please advise how you wish to proceed.

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

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100



Pam Davis
Winfield Solid Waste Facility
1347 N.W. Oosterhoudt Lane
Lake City, FL 32055

Mrs. Davis,

I am writing to request that Winfield Solid Waste Facility will accept co-mingled MSW and Autoclaved hospital waste, from the Malcom Randall Department of Veterans Affairs Medical Center.

Alachua County unfortunately does not have its own landfill, and the landfill that they contract with will not accept treated medical waste despite its compliance with all State and Federal Codes.

Malcom Randall VAMC will not only meet Florida's guidelines for the processing of this waste (Florida Administrative Code Chapter 64E-16) but, being a federal facility, must meet CDC's standards as well. The autoclave will be validated at start up, and then will be tested every 40 hours with biologicals to ensure the autoclave is always functional and meeting government standards. This waste will also be in special autoclave liners, that include heat sensitive tape that will show that the waste was in fact sterilized (transparent autoclave liners - CLR64CTLN 1.8X49X65CP75R, printed with the bio symbol, or blue tinted autoclave liners - Bluscent96ctln 1.8X58.5X74P50R, printed with the bio symbol - or any color shown in the attached liner picture; if your landfill has a preference please let us know).

The facility plans to have approximately 120,000 pounds of general waste per month sent to your facility (approximately 30,000 pounds per month will be autoclaved treated waste).

Malcom Randall VAMC uses a local hauler to transport their general waste and plans to continue to use this hauling company for this comingled waste stream as well. We anticipate the pick-up/dump schedule to occur 3 times a week.

Your consideration in this matter is greatly appreciated.

Best regards,

Bryce Lindley
Facility Planner
blindley@sanipak.com
209-814-1530

*PO Box 1183 Tracy, CA 95378-1183 · 23535 S Bird Road Tracy, CA 95304
Office (209) 836 – 2310 · Fax (209) 836 – 2336 · Email sanipak@sanipak.com
Website www.sanipak.com*

RE: May 19 DCEH 204 R - Steam Sterilization of Biomedical Waste Acceptance and Associated Questions

Williams, Jenelle G <Jenelle.Williams@flhealth.gov>

Wed 5/22/2019 1:49 PM

To: Jennifer Taylor <jtaylor@sanipak.com>;

Cc: zzzz Feedback, Facility Programs Tasks <FacilityProgramTasks@flhealth.gov>; zzzz Feedback, HSE <HSE.zzzzFeedback@flhealth.gov>;

Good afternoon Jennifer,

Thank you for contacting the Department of Health (Department). We have received your inquiry regarding biomedical waste treatment requirements. Below you will find statements pertaining to treatment and packaging of biomedical waste:

- Rule 64E-16.007(1), of the Florida Administrative Code, states that biomedical waste shall be treated by steam, incineration, or an alternative process approved by the department as described in subsection 64E-16.007(4), F.A.C., prior to disposal. Treatment shall occur within 30 days of collection from the generator. San-I-Pak is an approved method of treatment for biomedical waste as it utilizes steam.
- Rule 64E-16.004(2)(c)1., of the Florida Administrative Code, states that biomedical waste, except sharps, shall be packaged and sealed at the point of origin in impermeable, red plastic bags or, at the discretion of the generator, into sharps containers. The international biological hazard symbol shall be at least six inches in diameter on bags 19" x 14" or larger, and at least one inch in diameter on bags smaller than 19" x 14". Each plastic bag shall meet the following physical properties:
 - a. Impact resistance of 165 grams and tearing resistance of 480 grams in both the parallel and perpendicular planes with respect to the length of the bag. Impact resistance shall be determined using ASTM D-1709-91, and tearing resistance shall be determined using ASTM D-1922-89.
 - b. Incidental sum concentrations of lead, mercury, hexavalent chromium and cadmium shall be no greater than 100 ppm for dyes used in the coloration of bags.
- Rule 64E-16.004(2)(b), of the Florida Administrative Code, states all packages containing biomedical waste shall be visibly identifiable with the international biological hazard symbol and one of the following phrases; "BIOMEDICAL WASTE", "BIOHAZARDOUS WASTE", "BIOHAZARD", "INFECTIOUS WASTE", or "INFECTIOUS SUBSTANCE". The symbol shall be red, orange, or black and the background color shall contrast with that of the symbol or comply with the requirements cited in subpart Z of 29 C.F.R. subparagraph 1910.1030(g)(1)(C), Occupational Exposure to Bloodborne Pathogen Standard.
- Biomedical waste does not need to be shredded unless it is part of the treatment technology and was submitted for approval by the Department.

Should you have further questions, please feel free to contact me.

Thank you,

Jenelle Williams, MPH

Environmental Consultant

Bureau of Environmental Health

Florida Department of Health

Phone: (850) 901-6523

Email: Jenelle.Williams@flhealth.gov

Please Note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your e-mail communication may therefore be subject to public disclosure.

VA



U.S. Department
of Veterans Affairs

342 System

San-I-Pak Operation Plan

Developed by



February, 2024

This operation plan sets forth the procedures for disposing, collecting, transporting, and treating regulated medical waste (RMW).

I. Segregation of Wastes

Regulated medical waste (RMW) is segregated from other wastes at the point of generation. RMW is placed in red biohazard bags, and which are then tied prior to transport. *Such red bags may be then placed in DOT approved carts that are lined with transparent autoclave liners (CLR64CTLN 1.8X49X65CP75R, printed with the bio symbol) or blue tinted autoclave liners (Bluscent96ctln 1.8X58.5X74P50R, printed with the bio symbol). Sharps/Needles are placed in designated and approved DOT rigid collection containers, and then placed in the aforementioned autoclave liners. Human pathological waste, animal carcasses and body parts (collectively "pathological waste") are collected and stored separately in red bags or containers bearing appropriate labels or markings, which distinguish them from other waste categories.

Non-regulated waste is collected in black, clear, or other bags, which are clearly distinguished from the red bags or containers used for Bio-medical waste.



NON-AUTOCLAVEABLE WASTE

1. PATHOLOGICAL WASTE

- A. Body Parts, Limbs
- B. Organs
- C. Preserved Specimens

2. ANIMAL BODY PARTS AND CARCASSES

3. CHEMOTHERAPY WASTE

- A. Needles and Syringes used in chemo preparation
- B. Gloves, IV tubing and bags used in chemo preparation
- C. Chemotherapeutic agents
- D. Containers used for discarded chemo products

4. OTHER HAZARDOUS WASTE

Materials that exhibit flammability, ignitability, corrosivity, reactivity, EP toxicity (e.g. Formalin, lab reagents, paints, solvents)

5. RADIONUCLEAR WASTE

- 1. Long-lived isotopes
- 2. Short-lived isotopes
- 3. KR81
- 4. Needles, syringes and other equipment contaminated by radioactive waste

6. PHARMACEUTICAL WASTE

Pharmaceutical waste should be handled as Hazardous Waste. It should not be treated in the autoclave system.

REGULATED MEDICAL WASTE FOR AUTOCLAVE TREATMENT

1. All liquid waste, human blood and blood products and disposable materials saturated and/or dripping with human blood or items that were saturated or dripping with human blood that are now caked with dried human blood, including serum, plasma, other blood components and their containers.
2. Waste from surgical and or obstetrical procedures, which consist of items contaminated with blood, body fluids, or body substances.
3. Biological waste from suction canisters (without the use of solidifiers), hemovac drainage and pleurovac drainage emanating from patients and which cannot be discarded directly into a sanitary sewer
4. Biological waste and discarded material contaminated with blood, excretions, exudates or secretions from humans or animals infected with the following highly communicable diseases: Ebola, Lassa, Marburg and smallpox viruses and other CDC class 4 diseases
5. Laboratory waste, which has come into contact with infectious agents, blood or blood products. Cultures and stocks, if infectious agents, associated biological, culture dishes and devices used to transfer, inoculate and mix cultures.
6. Dialysis waste, including tubing and other blood contaminated items.
7. Discarded serums and vaccines that have not been returned to the manufacturer or point of origin.
8. IV bags.
9. Animal Bedding.
10. Sharps, encased in approved collection boxes.

II. Autoclaving Procedures

A. Operating Procedures

Bagged RMW, excluding non-autoclavable material, is brought to the San-I-Pak 342 Treatment System in 96-gallon collection carts (see following photo). An autoclave cart liner [Made in the U.S.A of rubberized polypropylene, temperature resistance exceeds 285°F. Liners meet and exceed U.S. federal regulation test methods ASTM D1709-85, D-882 & 3745-27-34. Printed with International Biohazardous warning labeling and language.], which has a time/temperature sensitive indicator affixed to it is inserted into the 96-gallon collection carts prior to collection. **Sharps collection boxes are placed individually into the autoclave liner not into 96-gallon carts. Next, the chamber is placed in the load position. The medical waste collection carts are then loaded into the chamber with the automatic cart dumper. **Sharps are hand loaded into chamber. When the chamber is full, it is placed into the sterilize position.



The door is closed and the unit's cycle is initiated. After the waste is autoclaved, the door is opened and the chamber dumps the treated waste into the compactor. The treated waste is automatically compacted into the roll off container.



San-I-Pak 342
(Dual Chambered System w/460lb capacity per hour)

Loading and Operating

1. Load (with cart liners, approximately 3 minutes/chamber)
 - Place the polypropylene cart liner into carts.
 - Collect RMW.
 - Tie/secure the cart liner.
 - Rotate chamber into the sterilization position (press CHAMBER LOAD button)
 - Use the hydraulic dumper to load the waste into the chamber (press CART DUMP UP button)
 - Return the cart to the start position (press CART DUMP DOWN button)



- Rotate the chamber into the sterilization position (press CHAMBER DUMP button)
- For Sharp Collection boxes, rotate chamber to start process at the sterilization position. Hand place autoclave lined sharp collection box into chamber.



2. Sterilization

- Enter your unique EVS Operator Code provided by your supervisor



- Press the enter button on the keypad
- You will hear an audible click of the door lock engaging and the red “STERILIZE” light will illuminate on the panel and over the chamber door.
- The San-I-Pak 342 first pulls a vacuum with a minimum of 18 inches within the chamber (the vacuum lasts approximately 7 minutes, and the alarm will sound if the vacuum does not reach the 18 inches within 15 minutes).
- Air removed during the vacuum stage is mixed with superheated steam on the way to the condensate tank
- Steam is then injected into the sterilization chamber; chamber reaches a maximum of 37 psig.
- Once the temperature in the chamber reaches 280° F. a 35-minute timer is automatically activated. The parameters in this system are set at 280 to 286° F.
- It takes 7 minutes for the cycle to reach starting temperature and then 35 min to run a complete cycle.
 - *A 35-minute cycle is set up in this system.
- Chamber is held in a high temperature, high-pressure environment for the full 35 minutes. (The alarm will sound, and the cycle will fail if the temperature within the chamber drops below 280° F minimum temperature. A failed cycle results in the system venting down, and the chamber door remaining locked until an EVS operator pushes the reset button.)
- Upon completion of the sterilization cycle the chamber vents down.
- Exiting steam is piped to the condensate tank; it condenses and flows into the sanitary sewer. Our condensate tank has a temperature probe which opens a water valve as soon as the temperature

probe sees temperatures of 120F and cools it down to about 110F before it drains into the sanitary sewer.



3. Discharge

- Open load door.
- Activate "Dump" button.
- Sterilized waste discharges into compactor.
- Return to load position.

4. Compaction

- Activate cart dump/compactor button.

EVS operations of a San-I-Pak System require a minimum operator interface. EVS Operators are needed to load the unit, (cart dumping systems are available), close the sterilization chamber door, and to open the sterilization chamber door. Besides pressing a few buttons, no other operator interaction is required.

B. Monitoring

Each autoclave is equipped with recording devices, which automatically and continuously monitor and record performance and process parameters throughout the autoclave cycle. The autoclave's programmable logic controller is programmed to achieve the prescribed time, temperature and the process is reinitiated through another complete cycle. Through the San-I-Pak Net system, San-I-Pak is also able to monitor the system from their facility as well.

San-I-Pak recommends spore testing at least once each 40 hours of operation, per Florida Chapter 64E-16 Biomedical Waste regulations.

The San-I-Pak sterilization process can be monitored with a biological indicator containing *Geobacillus stearothermophilus* spores. We recommend the use of the Getinge Assure or Mesa SteriTec EZTest Biological Test Pack for Steam. This pack contains a self-contained biological indicator ampule and an integrator card for record-keeping card. The integrator mark on the label and the card within the pack will change color to show the pack was indeed steam processed. The biological indicator located within the pack will show the ability of the San-I-Pak to penetrate the barriers within the test pack, thus achieving sterilization.

This pack is a simple and effective method of challenging the sterilization abilities of any autoclave system. With the San-I-Pak unit the testing can be accomplished quickly and easily. During a normal waste processing cycle the SteriTec Test Pack should be placed in the chamber with the waste to be processed. By loading the test kit last, near the door of the unit, it may be easily retrieved upon completion of the processing cycle. The Assure or SteriTec Test Pack is designed to be the equivalent to the standard 16 towel test defined by ANSI/AAMI ST79. *Note: This pack has been designed by SteriTec to duplicate the Bowie Dick Towel Pack Testing of autoclaves. The test simulates a load of waste, therefore does not require insertion into the actual waste.*



After removal from the San-I-Pak, the biological indicators contained within the SteriTec Test Pack should be incubated at approximately 56°C. for 10 hours. After incubation, the ampule visually indicates growth or no growth of the indicator spore. No color change (any growth) equals complete sterilization.

The requirements regarding the frequency of efficacy testing vary from state to state. The Florida requirement is once every 40 hours of operation.

Hospital Infection Control personnel may have a preferred method for testing effectiveness if they are presently sterilizing infectious waste. If not, San-I-Pak can assist the facility with any method desired. Most San-I-Pak users employ either the SteriTec Test Pack or the Therma-log S Steam Sterilization

Integrator for testing terminal destruction. Many similar biological indicators containing *Bacillus Stearothermophilus* are available.

Control before incubation



Control after incubation



1710 Incubator -Getinge model
Dox Matrix Printer-Model-CBM-910-Type 11
Serial Number-SW20127000

Note: Strict programming of the control electronics of all San-I-Pak units prevents the discharge of unsterilized waste. San-I-Pak employs parametric motoring, which is superior to Biological Tests. The computer has a built-in steam table that enables constant comparison of vessel temperature with vessel pressure. Other fail-safes such as time to vacuum, vacuum level, time to temperature, droop control and vent time exceed conventional testing. In the unusual occurrence of any discrepancy in the programmed parameters, the process will be halted and then after correction cycle must be restarted.

C. Maintenance

Maintenance of the autoclaves is performed consistent with the autoclave manufacturer's recommendations, which include the following schedule of maintenance activities and planned frequency.

Planned Frequency

Month	Maintenance Activity Description
Every 3	Examine door seals. Replace if necessary.
Every 6	Check door clearances and operations. Adjust/Lubricate.
Every 3	Check door safety operation.
Every 6	Check and adjust loading/unloading mechanisms and equipment.
Every 3	Check/calibrate temperature and pressure indicators
Every 3	Test safety valves.
Every 3	Check strainers and steam traps. Clean if necessary.
Every 3	Check filters. Clean or replace as required.
Every 3	Check all controls and indicator for proper operation.
Every 3	Check recording devices for proper pull-down.
Every 3	Test vacuum system for proper pull down.
Every 6	Perform vacuum leak test.
Every 3	Run all cycles while recording temperatures and pressures.
Every 3	Check piping for leaks and valves for proper operation.
Every 3	Check manual override for proper operations.
Every 6	Check Battery for memory backup.

The procedures are recorded on a data sheet, signed by the performing technician and autoclave-operating supervisor, and maintained in a logbook.

E. Training

No person is permitted to operate an autoclave used to treat RMW without first receiving training. The manufacturer's representatives provide training to all hospital personnel who are required to implement portions of the Operation Plan. All such training is documented. Copies of the documentation are maintained in the individual's personnel file at the hospital.

The training includes the following:

1. Classroom instructions on:
 - a. The types of waste that may and may not be autoclaved.
 - b. Waste segregation procedures.
 - c. Procedures for containing, handling, storing and transporting RMW.
 - d. Procedures for containing, handling, storing and transporting hazardous waste, chemotherapeutic waste, antineoplastic waste and radioactive waste.
 - e. Procedures for validation testing of the autoclaves.
 - f. Procedures for the operation of the autoclaves.
 - g. Procedures for handling spills.
 - h. Procedures for dealing with emergency shutdowns.
 - i. Challenge testing procedures.
 - j. Maintenance procedures.
 - k. Manifesting procedures.
 - l. Certification procedures.
 - m. Procedures for sealing the roll-off containers prior to transport to the facility.
2. Hands on Equipment Instruction for the staff responsible from the facility.
 - a. Loading and unloading procedures.
 - b. Validation testing.
 - c. Operation of the equipment.
 - d. Challenge testing.
 - e. Emergency shutdown procedures, including unloading and decontamination of the autoclave and adjacent areas.
 - f. Procedures for sealing the roll-off container prior to transport.

SAN-I-PAK BLUE LINERS

- Process Overview -

Once the medical waste has been collected and is ready to be treated, blue liners are used to protect the sterilization chamber from any plastic or waste from sticking onto the chamber walls. These blue liners are made of **polypropylene** and have a band of **temperature-sensitive ink printing** that will change color once exposed to steam – providing a visual cue after sterilization is complete.

Both the color of the blue liners and indicator printing will allow staff and spotters at the landfill to easily identify that the RMW has been treated.

BEFORE STERILIZATION



AFTER STERILIZATION



PHI Protection

The use of heavy-duty polypropylene liners when handling RMW will ensure that PHI is concealed throughout the treatment and disposal process.

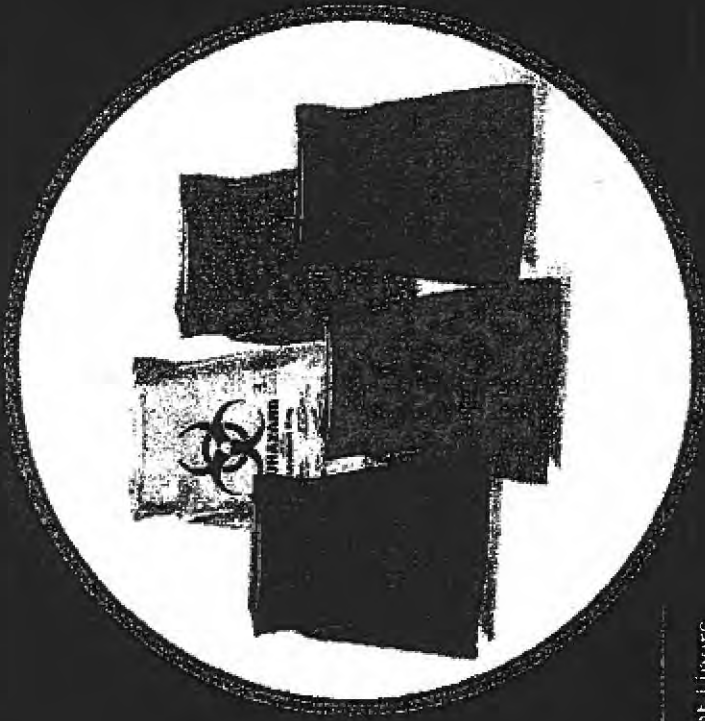
Bag Color: Pantone 7695

Temperature Ink: Semi-transparent white, turns dark after sterilization

In the photos above, you will see in the 'Before' photo that the medical waste is in its original form before starting the cycle. The combination of steam and vacuum during sterilization will release any air trapped in the medical waste bags, causing them to shrink significantly in size. By comparing both photos, you can see the impact that the blue liners have on transforming the medical waste during the sterilization process.

san-i-pak
WORLD HEALTH SYSTEMS

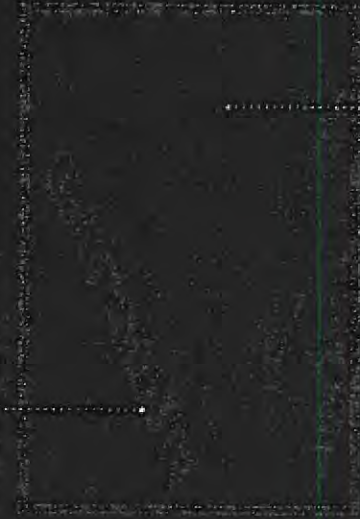
Autoclave Bags & Liners



HIGHLIGHTS INCLUDE:

- Plastic Heat Resistant Liners for autoclaves
- Temperature resistance exceeds 285° Fahrenheit
- Can be printed with:
 - bilingual biohazardous warning language
 - sterilized indicating strips (temperature indicator changes color to let you know when waste has been sterilized)
- Meet Federal standards
- Available in a variety of sizes and colors for compatibility with all leading autoclave equipment

Before Sterilization



After Sterilization

Custom liners are available upon request. Please contact us today for more information.



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

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 3/14/2024 Meeting Date: 3/21/2024

Department: Public Works

1. Nature and purpose of agenda item:

Attached you will find a draft of a proposed County Right of Way Connection to County Road Permit

2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 - Everett Phillips
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: David Kraus, County Manager

FROM: Kevin Kirby, Assistant County Manager

A handwritten signature in blue ink, appearing to read 'K. Kirby', is written over the 'FROM' line.

DATE: March 14, 2024

RE: County Right of Way Connection to County Road Permit

Attached you will find a draft of a proposed County Right of Way Connection to County Road Permit. This will allow temporary driveways to be installed.

As stated on the permit, completion of this permit binds the applicant to specific rights and privileges of the permittee as described in the Columbia County Land Development regulations. If at any time, the above information is found to be inaccurate or changes, the permit will be required to be updated, and additional improvements within the County's right of way may be required.

Please advise how you wish to proceed.

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

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100

COUNTY RIGHT OF WAY CONNECTION PERMIT

Roadway Name: _____ Application Date: _____

Type of Connection:

- Curb & Gutter
- Driveway & Sidewalk
- Rural Driveway
- Sidewalk/Bike path
- Drainage
- Private Road
- Verify Existing Drive
- Temporary

Owner/Permittee: _____ Phone Number: _____

Mailing Address: _____

Signature: _____

Contractor: _____ Contractor Phone Number: _____

Parcel Number: _____ Building Permit Number: _____

Subdivision: _____ Lot Number: _____

911 address: _____

Latitude: _____ Longitude: _____

Type of Construction:

- Site Built Home
- Mobile Home
- Multi family, # of units _____
- Other, Describe _____
- Subdivision, # of Lots _____
- Commercial
- Agricultural

Estimated Number of Vehicle trips per day: _____

Normal Vehicle usage: Auto Truck Farm Equipment Large Trucks with Trailers

COUNTY USE ONLY

Location inspected by: _____ Date: _____ Accepted Denied

Specific reasons for denial: _____

Construction Materials Type:

Concrete Asphalt Limerock/Gravel/Millings Dirt Other: _____

Side drain required: NO YES, size: _____

Final Approval Date: _____ By: _____

Building Department Notified Date: _____ By: _____

Completion of this permit binds the applicant to specific rights and privileges of the permittee as described in the Columbia County Land Development regulations.

If at any time, the above information is found to be inaccurate or changes, the permit will required to be updated, and additional improvements within the County's right of way may be required.



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 3/13/2024 Meeting Date: 3/21/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

BA 24-30 DOT SCOP Grant for Dortch Street Reconstruction - \$512,240

2. Recommended Motion/Action:

Approve BA 24-30

3. Fiscal impact on current budget.

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

The budget amendment number is BA 24-30 using fund(s) 302-GENERAL CAPITAL PROJECTS.

FROM:	TO:	AMOUNT:
302-0000-334.43-22 DOT GRANT FUNDS/DORTCH STREET	302-5430-541.30-46 OPERATING EXPENDITURES/REPAIR & MAINTENANCE	\$512,240.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010- 0
ROGRA AGREEMENT
09/22

F : <u>440005-2-54-01</u>	Fund: <u>SCRC</u>	FLA R Category: <u>08557</u>
	Org Code: <u>5502401020</u>	FLA R Obj: <u>751000</u>
F : _____	Fund: _____	FLA R Category: _____
	Org Code: _____	FLA R Obj: _____
F : _____	Fund: _____	FLA R Category: _____
	Org Code: _____	FLA R Obj: _____
County : <u>29</u>	Contract : <u>G2G42</u>	Vendor : <u>F59 0005 4005</u>

04/26/2023 | 11:59 AM EDT

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only), by and between the State of Florida Department of Transportation, ("Department"), and Columbia County, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "party" and collectively as the "parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the project, the parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIG), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCO), (CSFA 55.009)
 - Section 339.281 Florida Statutes, Small County Road Assistance Program (SCRA), (CSFA 55.01)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.02)
 - Insert Legal Authority, Insert Funding Program Name, Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction and CE of the roadway reconstruction on Ortch St. from SR20 (US27) to SW Stillman Ave. in the town of Ft. White, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("project"); to provide Department financial assistance to the Recipient; 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.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both parties and the Recipient shall complete the project on or before December 31, 2023. If the Recipient 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 Recipient 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 Recipient acknowledges that no funding for the project will be provided by the State under this Agreement for work on the project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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Recipient shall remain obligated to complete all aspects of the project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the parties, in writing.

Execution of this Agreement by both parties shall be deemed a notice to proceed to the Recipient for the design phase or other non-construction phases of the project. If the project involves a construction phase, the Recipient shall not begin the construction phase of the project until the department issues a written notice to proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a notice to proceed from the department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the department.
5. **Termination or Suspension of Project:** The department may, by written notice to the Recipient, suspend any or all of the department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The department may also terminate this Agreement in whole or in part at any time the interest of the department requires such termination.
 - a. If the department terminates the Agreement, the department shall notify the Recipient of such termination in writing within thirty (30) days of the department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the department right-of-way will become the property of the department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the department any funds determined by the department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the project is \$512,240.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the parties.
 - b. The department agrees to participate in the project cost up to the maximum amount of \$512,240.00 and, additionally the department's participation in the project shall not exceed 100% of the total cost of the project, and as more fully described in **Exhibit "B"**. The department's participation may be increased or reduced upon a determination of the actual bid amounts of the project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the department's participation and any cost overruns or deficits incurred in connection with completion of the project.
 - c. The department's participation in eligible project costs is subject to, but not limited to:
 - i. Legislative approval of the department's appropriation request in the work program year that the project is scheduled to be committed;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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 ROGRA AGREEMENT
 09/22

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

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the project description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient 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"**, project description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 217, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient 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 Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred 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 deliverables and costs incurred are received, inspected, and approved.

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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient 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 Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5511.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. 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 Recipient'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.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the department in the standard format used by the department and at intervals established by the department. The department will be entitled at all times to be advised, at its request, as to the status of the project and of details thereof.
- i. 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 Recipient owing such amount if, upon demand, payment of the amount is not made within 30 days to the department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the department.
- j. The Recipient 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.
- k. The department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the department's financial assistance for this project is in multiple fiscal years, a notice of availability of funds from the department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The department will notify the Recipient, in writing, when funds are available.
- l. 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(1)(a), Florida Statutes, are hereby incorporated:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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- m. Any project funds made available by the department pursuant to this Agreement which are determined by the department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the department. Acceptance by the department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the department will exclude all project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a notice to proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the project, costs agreed to be borne by the Recipient 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.

8. General Requirements:

The Recipient 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.

- a. The Recipient must obtain written approval from the department prior to performing itself (through the efforts of its own employees) any aspect of the project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the project has been obtained. 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.
- c. The Recipient 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.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the project under this Agreement without the prior written approval of the claim or request for additional work by the department.

9. Contracts of the Recipient

- a. The department has the right to review and approve any and all third party contracts with respect to the project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the department exercises this right and the Recipient fails to obtain such approval, the department may deny payment to the Recipient. The department may 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 hereto that participation by the department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

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construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the project description and scope of services contained in **Exhibit "A"** must be approved by the department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the department.

- c. Participation by the department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the project.
- b. In the event the project involves construction on the department's right-of-way, the Recipient shall provide the department with written notification of either its intent to:
 - i. Award the construction of the project to a department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the project utilizing existing Recipient employees, if the Recipient can complete said project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the project. For projects that are not located on the department's right-of-way, the Recipient is not required to hire a contractor prequalified by the department unless the department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The department reserves the right to require the Recipient to hire a department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the project meets the minimum construction standards established by department. The department shall have the right to approve the CEI firm. The department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the project. Subject to the approval of the department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the project. The department reserves the right to require the Recipient to hire a department pre-qualified consultant for the design phase of the project using the Recipient's normal procurement procedures to perform the design services for the project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the project, including, as applicable, but not

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limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the project will be located on, under, or over any department-owned right-of-way, the department shall review the project's design plans for compliance with all applicable standards of the department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the department's Conflict of Interest procedure (FOT Topic No. 375-030-00).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the department's Construction Project Manager prior to commencing construction of the project. The department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the department in writing of the completion of construction of the project; and for all design work that originally required certification by a professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the department with as-built plans of any portions of the project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the department right-of-way made for their useful life. If the Recipient is required to maintain project improvements located on the department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a maintenance memorandum of Agreement in a form that is acceptable to the department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the department to the Recipient 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 state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by department staff and/or other procedures including, reviewing any required performance and

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financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department, the department of Financial Services (FS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.50 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.50 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the department at FOSSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.50 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
 Office of Comptroller, S 24
 105 Suwannee Street
 Tallahassee, FL 32399-0405
 Email: FOOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
 Local Government Audits/342
 111 West Madison Street, Room 401
 Tallahassee, FL 32399-1450
 Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.50 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.50 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, FS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient 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, FS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, FS or the 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.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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 3 months from the date of being placed on the convicted vendor list.
- b. 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

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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.

- c. 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 Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 218.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. 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.
- g. The Recipient 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.

14. 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 Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 78.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 78.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 78.28. It shall not be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. It shall not be construed to constitute agreement by [ENTITY] to indemnify the department for the negligent acts or omissions of the department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation insurance in accordance with Florida's Workers' Compensation law for all employees. If subcontracting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("LEO's"), ensure that such employees are covered by Workers' Compensation insurance through the LEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the project, and such self-performance is approved by the department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the department. If the Recipient elects to hire a contractor or consultant to perform the project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the named insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the named insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the department shall be provided with an ACOR Certificate of Liability insurance reflecting the coverage described herein. The department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The department's approval or failure to disapprove any policy/ies, coverage, or ACOR Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the named insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$1,000,000. The railroad shall also be added along with the department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the department and the railroad shall be provided with an ACOR Certificate of Liability insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The department's approval or failure to disapprove any policy/ies, coverage, or ACOR Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient 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 Recipient 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.
- b. 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.
- c. The Recipient and the department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient 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.
- e. Nothing in the Agreement shall require the Recipient 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 Recipient will at once notify the department in writing in order that appropriate changes and modifications may be made by the department and the Recipient to the end that the Recipient may proceed as soon as possible with the project.
- f. 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.
- g. The department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. The project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-0
ROGRA AGREEMENT
09/22

- c. Alternative Advance Payment Financial Provisions are used on this project. If an Alternative Payment Method is used on this project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This project utilizes Advance Project Reimbursement. If this project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 1 .a. through 1 .f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

* indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010- 0
ROGRA AGREEMENT
09/22

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

RECITEE T Columbia County

By: DocuSigned by:
Rocky Ford
4E0ED2443155493
Name: _____
Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: DocuSigned by:
Greg Evans
8A93B2A03EC34AA...
Name: Greg Evans
Title: District Two Secretary

Legal Review:

By: DocuSigned by:
Angela Hensel
0D4237CB170D4C2...
Name: _____

XHIBIT A

PROJ CT D SCRIPTON AND R SPONSIBILITI S

PN: 440005-2-54-01

This exhibi fo s an in eg a pa of he Ag ee en be ween he S a e of o ida, Depa en of T anspo a ion and
Co u bia Coun y (he Recipien)

PROJECT LOCATION:

- The p ojec is on he Na iona Highway Sys e .
- The p ojec is on he S a e Highway Sys e .

PROJECT LENGTH AND MILE POST LIMITS: P ojec Leng h: 0.583 i es BMP 0.00 EMP 0.583

PROJECT DESCRIPTION: Design, Cons uc ion and CEI on he oadway econs uc ion p ojec on Do ch S . fo SR20
(US27) o SW S i an Ave in . Whi e.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipien is equi ed o p ovide a copy of he design p ans fo he Depa en 's eview and app ova o coo dina e
pe i ing wi h he Depa en , and no ify he Depa en p io o co ence en of any igh -of-way ac ivi ies.

Co u bia Coun y wi p ovide design p ans fo eview and co en .

The Recipien sha co ence he p ojec 's ac ivi ies subsequen o he execu ion of his Ag ee en and sha pe fo in
acco dance wi h he fo owing schedu e:

- Design o be co pe ed by June 30, 2024
- Cons uc ion con ac o be e by Dece be 31, 2024
- Cons uc ion o be co pe ed by Dece be 31, 2026

If his schedu e cannot be e , he Recipien wi no ify he Depa en in w i ing wi h a evised schedu e o he p ojec is
subjec o he wi hd awa of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Agency is equi ed o sub i a Rai oad, Righ of Way, and U i y Ce ifica ion, Enginee 's Es i a e and e ai ha
CCNA was fo owed fo boh design and cons uc ion. The Agency sha p ovide as-bui so pan a k-ups a he
co pe ion of he p ojec . Ti e ex ensions wi on y be g an ed fo ci cu s ances ou side of he Agency's con o .

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE- UNDED GRANT AGREEMENT

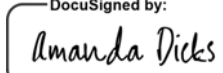
EXHIBIT B
SCHEDULE O FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:		FINANCIAL PROJECT NUMBER:			
Columbia County		440005-2-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase : -54 Design, Construction & CEI)	Maximum Department Participation (Small County Outreach Program)	\$512,240.00	\$	\$512,240.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2023	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$512,240.00 %	\$ 0.00 %	\$512,240.00 %	
TOTAL COST OF THE PROJECT		\$512,240.00	\$ 0.00	\$512,240.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION .3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section .3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amanda Dicks
 District Grant Manager Name

DocuSigned by:

 Signature _____ Date _____



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE- FUNDED GRANT AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE FUNDED GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Columbia County

PROJECT DESCRIPTION: Design, Construction, and CEI on the roadway reconstruction of Dortch St. from SR (US 7) to SW Stillman Ave. in Ft. White.

FPID#: 44 5 54

In accordance with the Terms and Conditions of the State Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, ____.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL: Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-F UNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.



EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 218.01, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 61A.07, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 73.01, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts that a contractor may submit alternative documentation to substantiate their minimum requirements, which may be in the form of FLAIR reports or other data reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE- UNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and CS A Number:**
- County Incentive Grant Program (CIGP), (CSFA 55. 8)
 - Small County Outreach Program (SCOP), (CSFA 55. 9)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.)
 - Insert Program Name, Insert CSFA Number

***Award Amount:** \$5 , 4 .

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2022R-71**

**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 FOR
RECONSTRUCTION ON DORTCH ST FROM SR 20 TO SW
STILLMAN AVE IN THE TOWN OF FORT WHITE.**

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 reconstruction on Dortch St. from SR 20 to SW Stillman Ave. in Columbia County, Florida and to enter into a Reimbursement Agreement for Financial Project ID No. 440005-2-54-01.

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. 440005-2-54-01, 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 12/22/22.

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

BY: Rocky D Ford
Rocky Ford, Chairman

ATTEST: James M. Swisher, Jr.
James M. Swisher, Jr., Clerk of
Court (SEAL)



**COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2022R-71**

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COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
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of Columbia County, Florida, at its regular session on 12/22/22.

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

BY: Rocky D Ford
Rocky Ford, Chairman

ATTEST: James M. Swisher, Jr.
James M. Swisher, Jr., Clerk of

Court (SEAL)



To: Amanda.Dicks@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

G2G42

1/13/2023

CONTRACT INFORMATION

Contract:	G2G42
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	COLUMBIA COUNTY BOCC
Vendor ID:	F596000564005
Beginning Date of This Agreement:	01/12/2023
Ending Date of This Agreement:	12/31/2026
Contract Total/Budgetary Ceiling:	ct = \$512,240.00
Description:	Design, Construction and CEI of the Roadway Reconstruction on Dortch St. from SR 20 to SW Stillman Ave in the town of Ft

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 1/13/2023

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55024010206
Expansion Option:	AJ
Object Code:	751000
Amount:	\$512,240.00
Financial Project:	44000525401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2023
Budget Entity:	55150200
Category/Category Year:	085576/23
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$512,240.00

INTERLOCAL AGREEMENT BETWEEN COLUMBIA COUNTY, FLORIDA AND THE TOWN OF FORT WHITE, FLORIDA REGARDING THE FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM FUNDING FOR THE DESIGN, CONSTRUCTION AND CEI OF THE ROADWAY CONSTRUCTION OF DORTCH STREET; PROVIDING FOR PROJECT ADMINISTRATION, CONSTRUCTION AND FUNDING; AND PROVIDING FOR COMPLETED PROJECT MAINTENANCE FOR ENHANCED TRANSPORTATION SERVICES TO BE PROVIDED TO THE CITIZENS OF THE TOWN OF FORT WHITE AND COLUMBIA COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT, entered into this 17th day of April, 2023, between Columbia County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the Town of Fort White, Florida, a Florida municipal corporation, hereinafter referred to as the "Town" for the purpose of providing transportation services to the residents of Columbia County.

WITNESSETH:

WHEREAS, the County and the Town are authorized by Florida Statutes 163.01 et seq. to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible to provide services to their citizenry; and

WHEREAS, the Small County Outreach Program (SCOP) was created within the Florida Department of Transportation (FDOT) pursuant to section 339.2818, Fla. Stat. to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads and also to municipalities within rural areas of critical concern (rural areas of opportunity (RAO)) with projects, excluding capacity improvement projects; and

WHEREAS, the Town wishes to apply for various street projects from time to time; and

WHEREAS, the County and the Town desire to continue to work together to provide and enhance transportation opportunities for both the Town and the County residents; and

WHEREAS, the Town, with the support of the County, desires to take advantage of the transportation SCOP funding available from the Florida Department of Transportation (FDOT) to fund proposed road improvements; and

WHEREAS, the County, with the continued support from the Town, is prepared to accept funding and become the lead facilitator and administrator of the FDOT SCOP projects.

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

I. Purpose of the Agreement

The purpose of this Agreement is to acknowledge the mechanisms whereby the County will accept FDOT Small County Outreach Program (SCOP) funding to construct certain portions of roads located within the town limits of the Town and the project ownership, administration and funding.

2. Project Site and Ownership

Proposed projects will be located within the municipal limits of the Town. The Town will retain ownership after completion of the project.

3. SCOP Project Administration, Construction and Costs

The Town will make application to and receive approval of funding from FDOT as a SCOP project for the design, bidding, construction, construction engineering and inspection, and project administration as a turn-key project. Because the County has extensive experience with FDOT and SCOP funding mechanisms and reporting requirements and has an internal mechanism for handling such already in place, the Town has requested that the County assist with the administrative aspects of the FDOT funding and accept the FDOT SCOP funding on behalf of the Town. The Town will retain responsibility for the design, bidding, construction, construction engineering and inspection of the project. The County will only be responsible for the administration of the project funding and reporting requirements as an accommodation to and at no cost to the Town. It is anticipated that the design and construction of the road shall be performed by the Town within the financial terms of the SCOP funding. Any additional funding requirement shall be the sole responsibility of the Town. If during the term of the project, additional features are desired by the Town and added to the project or the projected costs of the project exceed the FDOT SCOP funding in any manner, the Town shall have the sole responsibility to bear the cost of the same. In any event, the County shall not have any responsibility for any funding outside of that currently awarded pursuant to the FDOT SCOP application. The Parties specifically acknowledge that an integral part of this agreement will be the State of Florida, Department of Transportation Small County Outreach Program Agreement between FDOT and County, and that Town assumes all the financial responsibilities for necessitated additional funding requirements as outlined therein.

4. Maintenance functions

Upon completion of the construction of the project, the Town will provide and fund regular maintenance and upkeep of the completed road and rights of way.

5. Term of Agreement

This Agreement shall commence on the date of execution of the last Party to this agreement and shall continue until cancelled by either party. This Agreement may be terminated by any party hereto upon receipt of written notice of intent to terminate by the other party upon 60 days' notice. However, if terminated by Town, all costs associated with appropriate services performed under the FDOT SCOP Agreement through the date of termination, shall be the responsibility of Town and if such costs are no longer eligible for reimbursement under said FDOT SCOP Agreement by reason of the termination of the project by the Town shall be solely borne by the Town and payable to either the County or FDOT as the case may be.

6. Relationship of the Parties

This Agreement shall not in any manner be construed as to create the relationship of principal and agent, partnership or joint venture or of any association between County and Town. The Town is and shall be deemed for all purposes to be independent contractor in the performance of the design, bidding and construction of the project; neither the Town nor any one of its agents, servants and employees shall be subject to any direction or control by the County or any of its agents, servants, and employees, in performing the duties and services contemplated under this agreement. The Town hereby assumes responsibility for, and hereby agrees to indemnify and hold the County harmless from any and all liability, claims, or damages arising out of or in connection with negligent acts, omissions, or misconduct of the Town and its agents or employees relating to the responsibility of the Town and its duties and services to be provided under the terms of this agreement.

7. Miscellaneous

This Agreement and the rights and obligations of the County and the Town to the subject matter hereof supersedes any prior or contemporaneous agreement or understanding between the County and the Town. This Agreement is to be executed in duplicate, each of which shall be deemed an original. This Agreement shall be governed by laws of the State of Florida. By execution of this agreement, neither the County nor the Town will be deemed to have waived any rights or remedies they may have available under the laws of the State of Florida. Exclusive venue for any action to interpret or enforce the terms of the Agreement shall be Columbia County, Florida. A facsimile or digitally produced signature of any party shall be considered to have the same binding effect as an original signature.

8. Notices

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given if delivered in person, by fax, by overnight delivery service, or by certified or registered mail to the other party at the following addresses:

If to County:
Office of the County Manager
PO Box 1529
135 NE Hernando Ave., Room 203
Lake City, FL 32055

If to Town:
Office of the Mayor
PO Box 266
118 SW Wilson Springs Rd
Fort White, FL 32038

9. Modifications

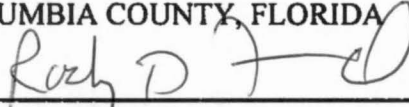
It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

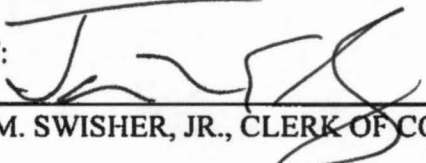
10. filing

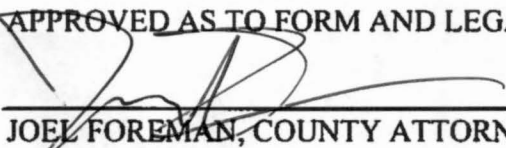
This Agreement and all subsequent amendments hereto shall be filed by the County with the Clerk of the Circuit Court of Columbia County, Florida, upon its execution by all parties hereto.

IN WITNESS WHEREFORE, this agreement has been signed by the authorized representatives of the parties and shall be effective upon execution.

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA

By: 
ROCKY FORD, CHAIRMAN

ATTEST: 
JAMES M. SWISHER, JR., CLERK OF COURT

APPROVED AS TO FORM AND LEGALITY:

JOEL FOREMAN, COUNTY ATTORNEY

TOWN OF FORT WHITE, FLORIDA

By: 
RONNIE FRAZIER, MAYOR

ATTEST: 
CONNIE BRECHEEN, TOWN CLERK



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

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 3/14/2024 Meeting Date: 3/21/2024

Department: Public Works

1. Nature and purpose of agenda item:

Attached please find the FY 2024-2025 Lighting Contract from FDOT. The reimbursement amount will be \$170,568.80 for 505 streetlights.

2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.


District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 - Everett Phillips
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: David Kraus, County Manager

FROM: Kevin Kirby, Assistant County Manager / 

DATE: March 13, 2024

RE: FY 24-25 FDOT Light Agreement

Attached please find the FY 2024-2025 Lighting Contract from FDOT. The reimbursement amount will be \$170,568.80 for 505 streetlights.

Please have the Board of County Commissioners approve and execute this contract. Upon receipt of the executed contract, the outage report will be attached and sent to FDOT.

If you should need to discuss further, please contact me.

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

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100

STATE HIGHWAY LIGHTING MAINTENANCE, AND COMPENSATION AGREEMENT WORK ORDER

Contract Number: ASO79
Maintaining Agency: Columbia County
Financial Project No: 414406-1-78-01
Fiscal Year: 2024-2025

1.0 PURPOSE

This work order summarizes the method and limits of compensation to be made to the Maintaining Agency for FDOT fiscal year 24/25 for the maintenance of highway lighting on the State Highway System as prescribed in the original agreement executed on January 24, 2022.

2.0 COMPENSATION AND PAY PROCESSING

For the satisfactory completion of all services detailed in the original agreement for the fiscal year beginning July 1, 2024, and ending June 30, 2025, the DEPARTMENT will pay the MAINTAINING AGENCY a total lump sum amount of \$170,568.80. The basis of compensation is as described in Exhibit A.

The MAINTAINING AGENCY shall invoice the DEPARTMENT for services rendered at the end of the fiscal year in a format acceptable to the DEPARTMENT.

3.0 AUTHORIZATION

This Work Order for Columbia County will not be considered as authorized unless it is signed and returned by the MAINTAINING AGENCY to the DEPARTMENT, whereby the DEPARTMENT'S final signature is required to fully authorize compensation for services beginning July 1, 2024 and ending June 30, 2025.

MAINTAINING AGENCY

BY: (signature) David Kraus Date: 03/13/2024 | 12:00 PM PDT
Printed Name: DAVID KRAUS
Printed Title: County Manager

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (signature) _____ Date: _____
Printed Name: Jennifer Curls
Printed Title: District Two Maintenance Contracts Administrator

EXHIBIT A

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

For Fiscal Year 2024-2025

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic forms are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**.

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

Type of Light	# of lights	LED or HPS	Unit rate	Total
High Mast		HPS		0.00
Standard	505	HPS	337.76	170,568.80
Underdeck		HPS		0.00
Sign		HPS		0.00
High Mast		LED		0.00
Standard		LED		0.00
Underdeck		LED		0.00
Sign		LED		0.00

**FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY LIGHTING
MAINTENANCE AND COMPENSATION AGREEMENT**

AS079

COLUMBIA COUNTY

David Kraus, County Manager 386-758-1005 david_kraus@columbiacountyfla.com

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	# of Outages	LED or HPS
SR 47	Columbia	Michigan Avenue	CR 242	200	Standard	0	LED
SR 441	Columbia	SR 441 & Tiger Drive		1	Standard	0	LED
SR 47	Columbia	Wester Drive & King Road		1	Standard	0	LED
SR 10A	Columbia	Lochlynn Terrace	US 90 East	59	Standard	5	LED
SR 10 (US 90)	Columbia	West City Limits to Turner Road	West End of Curb and Gutter	28	Standard	2	LED
SR 441	Columbia	100 A	I-10	208	Standard	4	LED
SR 100	Columbia	SR 100 & Williams Road		1	Standard	0	LED
SR 247	Columbia	Fire & Rescue	US 90	7	Standard	0	LED
				TOTAL # OF LIGHTS BEING MAINTAINED:	505		



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 3/15/2024 Meeting Date: 3/21/2024

Department: Purchasing

1. Nature and purpose of agenda item:

Milling existing pavement, then mixing in place NE Oakforest Gln and NE Menlo Gln, being +/- 20' wide pavement section (2-10' travel lanes), and placement of new asphalt pavement in a single course 1) structural – 165 lbs/sy. The roadway length is approximately 2230 LF or 0.42 miles. Milling existing pavement of approximately 16,627 LF of +/- 20' wide roadways, finishing the milled surface, and placement of new asphalt pavement in a single course 1) structural – 165 lbs/sy. Scope of work includes milling, levelling, reworking and finishing milled surface, limerock placement, mixing in place, finishing mixed base, grading, asphaltic concrete pavement, erosion control, grassing, painted pavement markings, and incidental items.

2. Recommended Motion/Action:

Staff is recommending awarding bid # 2024-01 to C.A. Boone Construction for the proposed amount \$1,573,000.00 and approving the Construction Agreement.

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 30380825413046

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 - Everett Phillips
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

DATE: March 15, 2024

TO: Board of County Commissioners

FROM: Erica Jones, Purchasing Officer

RE: Agenda item for March 21, 2024
2024-01NW Spradley, Menlo, Whitley, NE Diana, Oakforest, Colvin,
Labelle, Lily, Desi

On March 13, 2024 two (2) submittals were received in response to the above referenced bid. Bids were opened and tallied on March 13, 2024; all bids were determined to be qualified meeting all of the required specifications. (Bid Tabulation and Agreement attached)

Staff is recommending the Board to award 2024-01 to **C.A. Boone Construction** and to approve the Construction Agreement.

BID TABULATION


Columbia County Board of County Commissioners

Date: March 13, 2024

Project Bid No: 2024-01

Addendums Issued: 1

<u>Company Name</u>	<u>Bid Amount</u>
1. <u>Anderson Columbia Co.</u>	<u>\$ 1,691,446.95</u>
2. <u>C.A. Boone Construction</u>	<u>\$ 1,573,000.00</u>
3. _____	<u>\$ _____</u>
4. _____	<u>\$ _____</u>
5. _____	<u>\$ _____</u>
6. _____	<u>\$ _____</u>

Witnessed by 

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2024-01**

NW Spradley, NE Menlo, NW Whitley, NE Diana, NE Oakforest, NE Colvin, NE Labelle, NE Lily, NE Desi

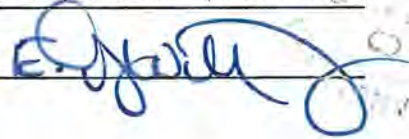
BID PROPOSAL

THE UNDERSIGNED hereby propose to furnish all materials, labor and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL
1	Mobilization	LS	1	\$209,291.38	\$209,291.38
2	Maintenance of Traffic	LS	1	\$117,782.21	\$117,782.21
3	Silt Fence	LF	2100	\$5.17	\$10,857.00
4	Milling Existing Pavement (1"-2")	SY	48000	\$3.15	\$151,200.00
5	Levelling,Reworking,Finishing milled surface	SY	42000	\$0.53	\$22,260.00
6	Mixing Existing Pavement (+/- 10")	SY	6000	\$4.39	\$26,340.00
7	Finishing Mixed Base and Shoulder	SY	6000	\$8.12	\$48,720.00
8	Limerock Material	TN	3000	\$37.34	\$112,020.00
9	Borrow	CY	400	\$26.90	\$10,760.00
10	Subsoil Excavation	CY	1200	\$31.59	\$37,908.00
11	Asphaltic Conc. SP 9.5 - Levelling	TN	300	\$242.42	\$72,726.00
12	Asphaltic Conc. SP 12.5 - Structural	TN	4000	\$196.57	\$786,280.00
13	Seed and Mulch	LS	1	\$15,259.08	\$15,259.08
14	Sod - 42"	SY	1800	\$4.58	\$8,244.00
15	Painted Pavement Markings	LS	1	\$61,799.28	\$61,799.28
TOTAL:					\$1,691,446.95

Anderson Columbia Co., Inc.

Contractor Name (PRINT): E. Tony Williams Jr., Vice President

Contactore Signature: 

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT NUMBER 2024-01

NW Spradley, NE Menlo, NW Whitley, NE Diana, NE Oakforest, NE Colvin, NE Labelle, NE Lily, NE Desi

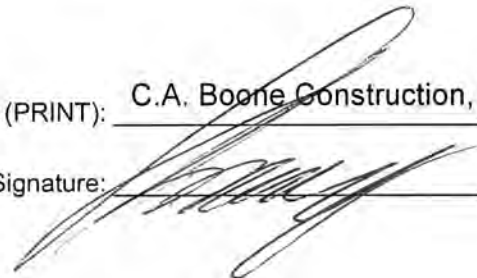
BID PROPOSAL

THE UNDERSIGNED hereby propose to furnish all materials, labor and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

ITEM	UNIT	QUANTITY	UNIT COST	TOTAL	
1	Mobilization	LS	1	\$163,000	\$163,000
2	Maintenance of Traffic	LS	1	\$ 96,000	\$ 96,000
3	Silt Fence	LF	2100	\$ 3.00	\$ 6,300
4	Milling Existing Pavement (1"-2")	SY	48000	\$ 4.30	\$206,400
5	Levelling,Reworking,Finishing milled surface	SY	42000	\$.75	\$ 31,500
6	Mixing Existing Pavement (+/- 10")	SY	6000	\$ 3.00	\$ 18,000
7	Finishing Mixed Base and Shoulder	SY	6000	\$ 3.00	\$ 18,000
8	Limerock Material	TN	3000	\$ 29.00	\$ 87,000
9	Borrow	CY	400	\$ 15.00	\$ 6,000
10	Subsoil Excavation	CY	1200	\$ 30.00	\$ 36,000
11	Asphaltic Conc. SP 9.5 - Levelling	TN	300	\$ 210.00	\$ 63,000
12	Asphaltic Conc. SP 12.5 - Structural	TN	4000	\$193.00	\$772,000
13	Seed and Mulch	LS	1	\$ 3,500	\$ 3,500
14	Sod - 42"	SY	1800	\$6,300	\$ 6,300
15	Painted Pavement Markings	LS	1	\$ 60,000	\$ 60,000
			TOTAL:	\$1,573,000.00	

Contractor Name (PRINT): C.A. Boone Construction, Inc

Contractor Signature: _____



CONSTRUCTION AGREEMENT

COLUMBIA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 135 NE Hernando Avenue, Suite 203, Lake City, Florida 32056- 1529 (the "County"), hereby enters into this Construction Agreement on this 21st day of March, 2024 with **C.A. Boone Construction, Inc.** the "Contractor") of 400 SW Sisters Welcome Rd, Lake City, FL 32025 (address) a contractor licensed to perform all work in the State of Florida in connection with the County's Project No. **2024-01** (the "Project"), as said work is set forth in the Plans and Specifications and other Contract Documents hereafter specified (the "Work"). The designee for the Project and the Work, as referenced in this Agreement, shall be

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents

The Contract Documents consist of this Agreement, the Exhibits described in Section 4 hereof, the Legal Advertisement, the Instructions to Bidders, the Proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

Section 2. Scope of Work

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement.

Section 3. Contract Amount

In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: \$1,573,000.00 (one million five hundred seventy three thousand dollars).

[INSERT SCHEDULE OF UNIT PRICES AS APPLICABLE]

Section 4. Exhibits Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Invitation to Bid
- C. Bid Proposal with required forms
- D. Performance Bond
- E. Public Payment Bond
- F. Insurance Requirements, including certificates of insurance
- G. Form of Release and Affidavit
- H. Change Order Form
- I. Notice of Award
- J. Notice to Proceed Form
- K. Application for Payment Form
- L. Special Conditions, if any
- M. **Project Plans**
- N. _____
- O. _____
- P. _____

Section 5. Bonds

A. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 6. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. The Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within 60 calendar days from the

Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the County when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within 60 calendar days from the Commencement Date (herein "Contract Time").

B. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, shall be based on FDOT Specifications¹ for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the County issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 7. Intent of Contract Documents and Contractor Representations

A. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

¹ The Liquidated Damages have been valued based upon the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, published **July 2017**.

B. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the County in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

C. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County.

D. In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- D.1 Contractor has examined and carefully studied the Contract Documents (including those listed in Section 4) and the other related data identified in the Project Documents including “technical data.”
- D.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- D.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- D.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Contractor acknowledges that Owner and County do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and

programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- D.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- D.6 Contractor has correlated the information known to Contractor, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- D.7 Contractor has given the County written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by the County is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Section 8. Investigation and Utilities

A. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

B. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 8.B. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 9. Schedule

A. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall: show the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project within the Contract Time; show the order and interdependence of activities and the sequence for accomplishing the Work and describe all activities in sufficient detail so that the County can readily identify the work and measure the progress on of each activity; show each activity with a beginning work date, a duration, and a monetary value; include activities for procurement fabrication, and delivery of materials, plant, and equipment, and review time for shop drawings and submittals; include milestone activities when milestones are required by the Contract Documents; and in a Project with more than one phase, adequately identify each phase and its completion date, and not allow activities to span more than one phase. The Contractor shall also submit a working plan with the Progress Schedule, consisting of a concise written description of the construction plan.

B. The County will return inadequate schedules to the Contractor for corrections and Contractor shall resubmit a corrected schedule within five (5) calendar days from the date of the County's return transmittal. The County will use the accepted Project Schedule as the baseline against which to measure the progress. However, by acceptance of the Project Schedule, the County does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities.

C. The Progress Schedule shall be updated by the Contractor if there is a significant change in the planned order or duration of an activity or upon the request of the County, which shall not be requested more than [INSERT TIMES] a month. All updates to the Progress Schedule shall be subject to the County's review and approval. The County's review and approval of submitted the Progress Schedule and any required or requested updates shall be a condition precedent to the County's obligation to pay the Contractor.

Section 10. Progress Payments

A. Prior to submitting its first Application for Payment, Contractor shall submit to the County, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the County along with a completed and notarized copy of the Application for Payment form.

B. Prior to submitting its first Application for Payment, Contractor shall submit to the County a complete list of all its proposed subcontractors and materialmen. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

C. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

D. Contractor shall submit its monthly Application for Payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either:

- D.1 indicate his approval of the requested payment;
- D.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or
- D.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment.

In the event of a total denial and return of the Application for Payment by the County, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the County.

E. The County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. Such sums shall be accumulated and released to Contractor with final payment.

F. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

G. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

H. The County reserves the right to issue joint checks to Contractor and its material suppliers, subcontractors, labor unions, equipment suppliers, etc., if, in the County's sole judgment, it is necessary to do so to ensure payment to the above named parties or if above named parties have filed a notice of nonpayment, lien or intent to lien, stop notice, etc.

Section 11. Payments Withheld

A. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

- A.1 Defective Work not remedied;
- A.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;
- A.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
- A.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
- A.5 Reasonable indication that the Work will not be completed within the Contract Time;
- A.6 Unsatisfactory prosecution of the Work by the Contractor;
- A.7 Failure to provide accurate and current "As-Builts"; or
- A.8 Any other material breach of the Contract Documents.

B. If these conditions in Subsection 11.A are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between Contractor and the County.

Section 12. Final Payment

A. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by the County in accordance with Section 25.B. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by parties as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 13. Submittals and Substitutions

A. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to the County within thirty (30) calendar days after Notice of Award is received by Contractor.

C. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in

connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

D. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

E. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 14. Daily Reports, As-Builts and Meetings

A. Unless waived in writing by the County, Contractor shall complete, maintain, and submit to County on a _____ basis a daily log of the Contractor's work in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- A1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- A2. Any Conditions which adversely affect the Work;
- A3. The hours of operation by Contractor's and subcontractor's personnel;
- A4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

- A5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- A.6. Description of Work being performed at the Project site;
- A.7. Any unusual or special occurrences at the Project site;
- A.8. Materials received at the Project site;
- A.9. A list of all visitors to the Project site; and
- A.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County pursuant to the Contract Documents.

B. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Current and accurate "As-Built" record documents shall be submitted with each Application for Payment. Failure to provide current and accurate "As-Built" record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to the County by Contractor for the County.

C. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement

and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

D. In addition to other requirements provided herein, Contractor shall:

D1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Work.

D2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

D3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

D5. If the Contractor does not comply with a public records request, the County may terminate this Contract in accordance with Section 23 hereof.

Section 15. Independent Contractor

Contractor is an independent contractor and shall, at its sole cost and expenses and without increase in the contract price, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the Work. Contractor shall be responsible for securing timely inspections and approvals of its work from all such authorities and as required by the Contract Documents. Contractor shall obtain and pay for all necessary permits and licenses, including business licenses; pay all fees, manufacturer's taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment or disability insurance, which are measured by wages, salaries, or other remunerations paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations. Contractor shall maintain proof that it has complied with all aspects of the foregoing provision and shall make such proof available for review by the County at County's request.

Section 16. Contractor Performance, Extensions, and No Damages for Delay of Work

A. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for

all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 17. Changes in the Work

A. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.

B. A Change Order, in the form attached to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

C. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 18 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

D. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

E. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

F. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time exceeding his/her authority and not inconsistent with the intent of the Contract Documents. Minor changes approved by the County, whether changes to Work and or Contract Time, cumulatively may not exceed ten percent (10%) of the Work and or Original Contract Time. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 18. Claims and Disputes

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 17.D. County will render a formal decision on the claim in writing within fifteen (15) calendar days after receipt of the Contractor's Claim. County's written decision will be final and binding upon Contractor and unless Contractor submits a written notice to the County requesting non-binding voluntary mediation within fifteen (15) calendar days of the date of such decisions, then Contractor forever waives and relinquishes any rights to bring any future legal actions or court claims with respect to such Claim.

Non-binding Mediation shall be completed within sixty (60) days from the date of Contractor's timely submission of a written notice requesting non-binding voluntary mediation.

C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 19. Indemnification and Insurance

A. To the fullest extent permitted by law, Contractor and its surety covenant and agree to indemnify and hold County harmless of and from any and all claims, losses, demands, causes of action and the like, including but not limited to, attorneys' fees and court costs which may be asserted against County by anyone other than Contractor, resulting from, arising out of, or occurring in connection with the failure of Contractor or supplier of Contractor to perform all work required within the scope of this agreement in strict accordance with the contract documents.

B. To the full extent permitted by law, Contractor hereby agrees to defend and indemnify, protect and hold harmless County, its agents, employees, servants and sureties (individually the "Indemnified Party" and collectively the "Indemnified Parties") of and from any loss or damage and to reimburse the Indemnified Parties for any and all expenses, including legal fees, expert witness fees and other litigation costs to which the Indemnified Parties may be put because of:

- B.1. the liability for claims and liens for labor performed or materials used or furnished through or under Contractor for the project for which Contractor is liable due to any failure of Contractor to adhere to the terms of this agreement or any of the contract documents;
- B.2. liability to County resulting from Contractor's failure to comply with applicable licensing requirements;
- B.3. any personal injury, loss, damage or death to any person or persons (including employees, officers or agents of County, Contractor and lower tier subcontractors) and any property damage arising out of, result from, or in connection with the performance or non-performance of work required in this contract or by reason of any act, omission, fault or negligence whether active or passive of Contractor whether on the project or proceeding to or from the site, including, without limitation, any personal injury, loss, damage, death or property damage caused (or alleged to be caused) by any negligent or grossly negligent act, error or omission of any person or entity, including any Indemnified Party whether such Indemnified Party's or the person's or

entity's negligence be joint or concurrent however, Contractor shall not be required to indemnify an Indemnified Party for that party's sole negligence; or

- B.4. liability imposed upon County directly or indirectly by Contractor's failure or the failure of any of its employees to comply with any law, ordinance, rule, regulation or requirement, including, but not limited to, any Occupational Safety and Health Administration violations and any penalties, including enhancements, resulting in whole or in part by subcontractor's acts or omissions as well as the Immigration Reform and Control Act of 1986 and all rules and regulations adopted pursuant thereto.

C. To the fullest extent permitted by law, in addition to the express duty to indemnify County when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend County as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of County is maintained by the County or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by County (claims).

D. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification and duty to defend, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

E. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

F. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

G. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

H. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Engineer as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

I. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

J. Contractor shall submit to the County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 20. Compliance with Laws

Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not

limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing.

Section 21. Cleanup and Protections

A Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.

B Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 22. Assignment

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

Section 23. Permits, Licenses and Taxes

A Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed, but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

B All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor.

C Contractor shall pay any and all sales, use, or other taxes, assessments and other similar charges when due, as required by any local, state or federal law, as it pertains to the services provided herein. Contractor further agrees that it shall protect, reimburse, and indemnify the County from and assume all liability for its tax obligations under the terms of this Agreement.

Section 24. Termination for Default

A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

C. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Engineer and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the County, upon application, and this obligation for payment shall survive termination of the Agreement.

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other

items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 24 below.

Section 24. Termination for Convenience and Right of Suspension

A. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 25. Completion

A. When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the County in writing that the entire Work (or such designated portion) is substantially complete and request that County issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the Contractor and County shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the County does not consider the Work (or designated portion) substantially complete, County shall notify Contractor in writing giving the reasons therefor. If the County considers the Work (or designated portion) substantially complete, County shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment. The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of

Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punchlist.

B. Upon receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, County will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, and (3) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the County may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the retainage shall become due and payable.

Section 26. Warranty

Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

Section 27. Tests and Inspections.

A. The County, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide the County with timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

C. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

D. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

E. Neither observations nor other actions by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 28. Defective Work

A. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by the County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.

B. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County to stop the Work shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

C. If Contractor fails, within a reasonable time after the written notice from the County, to correct defective Work or to remove and replace rejected defective Work as required by the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency.

Section 29. Supervision and Superintendents

Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and Engineer except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

Section 30. Protection of Work

Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

Section 31. Emergencies

In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 32. Use of Premises

Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 33. Safety

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;
- A.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
- A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County.

Section 34. Project Meetings

Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Engineer and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by the County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County.

Section 35. Notices

A. All notices required or made pursuant to this Agreement by the Contractor to the County or Engineer shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

County

David Kraus, Columbia County Administrator
135 NE Hernando Avenue, Suite 203
Lake City, Florida 32056-1529

With courtesy copies also provided to:

Joel F. Foreman, County Attorney
Columbia County, Florida
207 S. Marion Avenue
Lake City, Florida 32025

Kevin Kirby, Public Works Director
Columbia County, Florida
Post Office Box 969
Lake City, Florida 32056-0969

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: _____
Address (including city, state and zip): _____

Name of person with their title to whose
Attention the notice should be sent: _____
Telephone and Fax numbers: _____
Email Address: _____

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 36. Modification

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 37. Successors and Assigns

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 38. Governing Law

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 39. Venue

The state courts in and for Columbia County, Florida shall be the proper and sole venue for any legal action on any and all claims, disputes or other matters in controversy arising out of or relating to this Agreement, whether stated as contractual, tort, equitable, statutory or any other claims or causes of action.

Section 40. No Waiver

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 41. Remedies Cumulative

No right or remedy in this Agreement is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative and shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Section 42. Entire Agreement

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 43. Severability

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 44. Third Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the 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.

Section 45. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS at ejones@columbiacountyfla.com or call (386) 758-1326 or P.O. Box 1529 Lake City, Fl 32056.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- A. Keep and maintain public records required by the County to perform the service.
- B. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- D. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated above.

CONTRACTOR: _____
(Company Name)

ATTEST:

By: _____ (Signature) _____ (Printed)

Its: _____ (Title)

Date: _____

Witness:

Its: _____

President/Corporate Secretary/Witness
[Corporate Seal]

Date: _____

2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Columbia County, Florida

(SEAL)

By: _____
Chairman

Clerk: _____

Date: _____

Approved as to Form and Content:

County Attorney

EXHIBIT A
LEGAL
ADVERTISEMENT

EXHIBIT B
INVITATION TO BID

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

EXHIBIT D
PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, whose principal business address is

and phone number is _____, and
_____, as Surety, whose principal
address is _____

and phone number is: _____ are
held and firmly bound to Columbia County, Florida (the "COUNTY"), as Obligee in the sum
of: _____

(\$ _____) for the payment whereof we bond ourselves, our heirs, executors,
personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of
_____, 20____, with Obligee for _____

_____ COLUMBIA COUNTY Project
No.: _____ in accordance with drawings and specifications,
which contract is incorporated by reference and made a part hereof, and is referred to as the
Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said statute are incorporated herein by reference thereto, specifically including but not limited to the notice and time limitation provisions of said section. In the event of any conflict, ambiguity or discrepancy between Section 255.05, Florida Statutes, and this Bond, Florida Statutes shall control. No right of action shall accrue on this Bond to or, for the use of any person or entity other than the COUNTY and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns.

It is further agreed and understood that if the COUNTY is required to initiate legal proceedings to recover on this Bond, the COUNTY may also recover its costs relating there to, including a reasonable amount for its attorney's fees and legal assistant's fees before trial, at trial, on appeal and in bankruptcy.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

By: _____ (Officers Signature)
_____ (Officers Name Printed)

Witnesses as to Principal Name: _____ (Signature)
Its: _____ (Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ (officer's name), as _____ (title) of _____ (company name), a(n) _____ (state) corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No. _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety _____ (Signature)

_____ (Printed Name)

OR

As Attorney in Fact (Signature)

(Printed Name)

(Attach Power of Attorney)

Witnessed by:

(Signature)

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (officer's name), as _____ (title) of _____ Surety, on behalf of Surety. He/She is personally known to me OR has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Commission No. _____

EXHIBIT E
PUBLIC PAYMENT BOND

BOND No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, whose principal business address is:

_____ and phone number and fax numbers are: _____
and _____, as Surety, whose
principal address is:

_____ and phone number and fax numbers are: _____ are held
and firmly bound to COLUMBIA COUNTY, FLORIDA (the "COUNTY") as Obligee in the sum
of _____ (\$_____)

for the payment whereof we bind ourselves, our heirs, executors, personal representatives,
successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____,
20____, with Obligee for _____
in accordance with drawings and specifications, which contract is incorporated by reference and
made a part hereof, and this referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal promptly makes payment to all
claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials
or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the
Contract, then is bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities
connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no
event will the Surety be liable in the aggregate to claimants for more than the penal sum of this
Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of
_____, 20____, the name of each party being affixed and these presents duly signed by its
under-signed representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

By: _____ (Officer's Signature)
_____ (Officer's Name Printed)

Witnesses as to Principal Name: _____ (Signature)
Its: _____ (Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ (officer's name), as
_____ (title) of _____, a
_____ corporation, on behalf of the corporation. He/she is personally known to me OR has
produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety: _____ (Signature)

_____ (Printed Name)

OR

As Attorney in Fact (Signature)

(Printed Name)

(Attach Power of Attorney)

Witnessed by: _____
(Signature)

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (officer's name), as _____ (title) of _____ Surety, on behalf of Surety. He/She is personally known to me OR has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No: _____

EXHIBIT F
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be exempted for Workers' Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the COUNTY

with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKERS' COMPENSATION [REVISE AS NEEDED TO MEET COUNTY'S REQUIREMENTS]

State: Statutory
Applicable Federal:
(e.g. Longshoremen's) Statutory
Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence
Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence
Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

EXHIBIT G
RELEASE AND AFFIDAVIT

COUNTY OF _____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ _____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Columbia County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated _____, _____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR:

By: _____ (signature of the executive officer)

Its: _____ (title of the executive officer)

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

EXHIBIT H
CHANGE ORDER FORM

CHANGE ORDER NO. _____ COLUMBIA COUNTY PROJECT NO. _____

TO: _____

DATE: _____

PROJECT NAME: _____

Columbia County Project No. _____

Under our AGREEMENT dated _____.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

FOR THE ADDITIVE or DEDUCTIVE Sum of:

_____ (\$ _____).

Original Agreement Amount \$ _____

Sum of Previous Changes \$ _____

This Change Order ADD/DEDUCT \$ _____

Present Agreement Amount \$ _____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ () calendar days and the final completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: _____, 20 ____.

COLUMBIA COUNTY, FLORIDA

CONTRACTOR

By: _____
Chair

By: _____
President

ENGINEER: By: _____

EXHIBIT I
NOTICE OF AWARD

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INSERT THE NOTICE OF AWARD BEHIND THIS COVER PAGE

EXHIBIT J

NOTICE TO PROCEED

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INSERT THE NOTICE TO PROCEED BEHIND THIS COVER PAGE

EXHIBIT K

APPLICATION FOR PAYMENT

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INSERT THE APPLICATION FOR PAYMENT BEHIND THIS COVER PAGE



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 3/14/2024 Meeting Date: 3/21/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

Non-Qualified Counties (NQC) Opioid Settlement Funds

2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

_____ Signature

_____ Date

_____ Name (type or print)

_____ Title

PURCHASE ORDER AGREEMENT

This Agreement is entered into between Lutheran Services Florida, Inc., d/b/a LSF Health Systems (a Florida non-profit corporation), hereinafter referred to as the "LSF" and/or the "Managing Entity" and Columbia County Sheriff's Office herein after referred to as the "Contractor." The Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties." LSF and the Contractor agrees as follows:

Effective and Ending Dates. The terms of this Agreement shall be effective March 1, 2024 and shall continue through June 30, 2024.

This document provides direction and guidance for administration, implementation, and management of the **Florida Opioid Allocation and Statewide Response Agreement (Opioid Settlement)** in Columbia County.

Services to be Provided. This scope of work is for the Contractor to provide a school based educational format to educate 5th grade students utilizing the Law Enforcement Against Drugs (L.E.A.D.) Program, which uses the Too Good For Drugs Program materials. This program will be presented to all Columbia County 5th Grade Students across 10 School campuses by our School Resource Deputies. There are currently 765 5th Grade Students enrolled in Columbia County Schools.

Additionally, the Contractor will hire a full-time Licensed Substance Abuse Counselor to be employed and assigned to the Columbia County Detention Facility to work with inmates regarding their substance abuse issues to hopefully mitigate their dependence upon such substances. Currently, the detention facility averages 277 detainees per day.

Section 1. Financial Consideration

1.1. Award Amount

Columbia County Sheriff's Office has been awarded an amount not to exceed **LSF approved Exhibit C and D - Projected Operating and Capital Budget** for costs associated with administration of the services at its agency. Funding will be provided through OCA MSONQ - ME Opioid TF Non-Qualified Counties. This award is subject to availability of funds from the Department of Children and Families (DCF).

1.2. Budget

- 1.2.1 The Contractor shall submit a detailed, line-item budget to LSF identifying for each line the allowable items for the program, the projected or budgeted amount for each line item and narrative supporting the reasonableness and necessity of any unusual items.
- 1.2.2 All budgets and revisions thereto are subject to approval by LSF.
- 1.2.3 The Contractor may revise a budget by submitting same to the assigned Network Manager via electronic mail for approval.
- 1.2.4 Approved budgets shall be maintained in the official agreement file.
- 1.2.5 Modifications to the approved budget may not be effective retroactively.

1.3. Payment

This award shall be paid using a fixed rate methodology, subject to the availability of funds. The Contractor shall comply with the terms of such methodology, including quarterly fiscal reconciliation reports data reporting, as outlined below.

- 1.3.1 The total monthly payment amount shall be one-fourth of the contract and shall be included as a line item in the Contractor's Invoice with the following documentation provided as support.
 - 1.3.1.1 The Contractor shall submit a quarterly **Exhibit O - Expenditure Reconciliation Report** using the form designated by LSF Health Systems, available on the website: <https://www.lsfhealthsystems.org/resources/#contractdocument>, which will outline expenses incurred by the Contractor. This report shall be submitted on or before the 8th of the month following the end of each quarter. The Managing Entity reserves the right to request monthly **Exhibit O - Expenditure Reconciliation reports** after the third quarter depending on the Contractor's rate of spending.
 - 1.3.1.2 All funds paid under the fixed rate methodology must be accounted for through this reconciliation process and any funding not accounted for is subject to repayment to LSF Health Systems.
 - 1.3.1.3 LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Contractor in the **Exhibit O - Expenditure Reconciliation Report**.
 - 1.3.1.4 All reports as required in Section 2.3 Required Reporting.
- 1.3.2 Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.
- 1.3.3 The Contractor agrees that it will account for all payments from LSF according to generally accepted standard accounting principles.

Section 2. Program Administration

- 2.1. The Opioid Settlement program will be administered according to approved DCF Children and Families Operating Procedure (CFOP) for the Opioid Settlement and any other approved DCF document reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: <https://www.myfffamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities>.
- 2.2. Program requirements are as follows:
 - 2.2.1 As reflected on the approved Schedule B of the Florida Opioid Allocation and Statewide Response Agreement, or latest version thereof.
 - 2.2.2 As reflected on the approved DCF CFOP for the Opioid Settlement and any other approved DCF document reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: <https://www.myfffamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities>.

2.2.3 Service Tasks

2.2.3.1 The Contractor shall perform all tasks reflected on the **LSF approved Exhibit G – Submission of Information.**

2.3. Required Reporting

2.3.1 **Expenditure Reconciliation Report:** This report shall be submitted on or before the 8th of the month following the end of each quarter. However, the Managing Entity reserves the right to request monthly after the third quarter depending on the Contractor's rate of spending.

2.3.2 The Contractor shall submit service data to LSF as required by LSF and DCF and shall submit the data electronically by the 8th of each month for the previous month's services, as specified by LSF and DCF and in accordance with the DCF Data System Guidelines.

2.3.3 Ad Hoc and additional reporting, at any frequency, may be required as determined necessary by LSF Health Systems or the Department of Children and Families.

2.3.4 Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Opioid Data Management System (ODMS) as prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting.

Section 3. Documentation

3.1. Cost

3.1.1 Professional Services Rendered: Invoices for professional services must include a general statement of the services provided, the time period covered by the invoice, the hourly rate, the number of hours worked, and the total payment required. Evidence of payment of the invoice must also be included.

3.1.2 Postage and Reproduction Expenses: Outside Contractor's purchases must include invoices with evidence of payments made or receipts with itemization. In-house postage and reproduction must be supported by usage logs or similar reports.

3.1.3 Travel: Travel reimbursements shall be made in accordance with the Department's CFOP 40-1, § 287.058(1)(b), Fla. Stat. and §112.061, Fla. Stat. Receipts for direct expenses (e.g., airfare, car rental, parking, tolls) shall be provided in support of such expenses. For mileage reimbursements, submissions shall include date(s) of travel, amount of mileage (support of mileage may include either map routes or odometer readings), purpose of travel, origin and destination.

3.1.4 General Expenses not otherwise specified: Receipts or invoices with evidence of payment should be provided.

3.2. Services Rendered

- 3.2.1. The submission of service data in relation to the final invoice for payment shall be submitted to the Managing Entity no more than forty-five (45) days after the contract ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Managing Entity shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until performance of services and all reports due from the Contractor, and necessary adjustments thereto, have been approved by the Managing Entity.
- 3.2.2. Appropriate documentation shall be maintained in accordance with the applicable parameters established by statute, regulation, and code. Audit documentation shall be in accordance with 65E-14.021, F.A.C. The Contractor shall make such information available to LSF upon request and during monitoring of the program administration.
 - 3.2.2.1. Staff timecards and a log of the date, time, number of participants, and the staff member conducting the class shall be the substantiating documentation for services and invoice back-up data.
- 3.2.3. The Contractor shall notify the Managing Entity's Network Manager, in writing, at least ten (10) calendar days prior to any changes in services and/or locations where services are being provided. Changes must continue to meet the service needs of consumers without excessive time and travel requirements.

Section 4. Miscellaneous

4.1. Employment Screening

- 4.1.1. The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors, and funded through this agreement as reflected in Sections 1.1 and 1.2, are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.4073, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:
 - i. Employment history check,
 - ii. Fingerprinting for all criminal record checks,
 - iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE),
 - iv. Federal criminal records check from the Federal Bureau of Investigations via the FDLE, and
 - v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.
 - vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Contractor shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart)

for the term of the Contract stating that all required staff have been screened or the Contractor is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: www.dcf.state.fl.us/programs/backgroundscreening/.

4.2. Representations

- 4.2.1. The Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.
- 4.2.2. The Contractor hereby represents to LSF, with full knowledge that LSF is relying upon these representations when entering into this Agreement that the Contractor has the professional expertise, experience, and manpower, as well as holds the necessary certifications and licenses required to perform the services to be provided by the Contractor pursuant to the terms of this Agreement.
- 4.2.3. Prior to commencing to provide any services pursuant to this Agreement, Contractor shall provide copies of any and all business or professional licenses and certifications held by Contractor to LSF related to the performance of the services required by this Agreement, and they shall be incorporated and made a specific part of this Agreement, whether or not attached hereto. Upon renewal of such licenses or certifications during the term of this Agreement, Contractor shall provide evidence of such renewal or re-issuance to LSF.

4.3. Terms and Conditions

- 4.3.1. Any changes to dates and fees must be submitted and approved by LSF. If circumstances arise that will require additional services and time, the Contractor will notify LSF and obtain written agreement prior to undertaking such activities. The Contractor shall perform all services, tasks and provide deliverables, including the quarterly reconciliation, and reports, as specified in this agreement.

4.4. Business Associates

- 4.4.1. Portability and Accountability Act of 1996, and Standards for the Privacy and Security of Individually Identifiable Health Information, found at 45 C.F.R. Parts 160, 162 and 164, 42 C.F.R. and as amended by the Health Information Technology for Economic and Clinical Health Act, (collectively, "HIPAA"), LSF is required to protect certain individually identifiable health or other information ("Protected Health Information" or "PHI" including, but not limited to, PHI in an electronic form). Should LSF request that the Contractor share or disclose Client PHI with any of the other LSF designated business associates, LSF shall provide the Contractor with written direction indicating the name of the entity, confirmation that such entity is a business associate with a written business associate agreement with LSF and the specific information and/or data LSF desires the Contractor to disclose to or share with such other business associate and the Parties agree to execute any such additional agreements as necessary to complete such activities. For purposes of this Agreement, "Client" shall mean: any individual that is eligible to receive behavioral health services in accordance with DCF eligibility policies in the Service Area.

4.5. Insurance

- 4.5.1. As applicable, the Contractor shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the persons served to be served under this Contract. The Managing Entity and its Network Service Contractors at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.
- 4.5.2. The Contractor acknowledges that, as an independent contractor, the Contractor, and its subcontractors, at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.
- 4.5.3. Upon the execution of this Contract, the Contractor shall furnish the Managing Entity written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Managing Entity reserves the right to require additional insurance as specified in this Contract.
- 4.5.4. The Contractor shall notify the Managing Entity within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.
- 4.5.5. The Contractor shall obtain and provide proof to the Managing Entity and the Department of Comprehensive General Liability Insurance (broad form coverage), specifically including premises, fire and legal liability to cover the Contractor and all its employees. The limits of the Contractor's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.6. If in the course of the performance of its duties under this Contract any officer, employee, or agent of the Contractor operates a motor vehicle, the Managing Entity shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of comprehensive automobile liability insurance coverage with limits no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.7. If in the course of the performance of the duties of any Contractor, at all tiers, any officer, employee, or agent of the Contractor, provides any professional services or provides or administers any prescription drug or medication or controlled substance, the ME shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all employees and shall not exclude claims resulting from physical and sexual abuse. The limits of the coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.8. The Managing Entity and the Department of Children and Families shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Contractor purchasing the insurance.
- 4.5.9. All insurance policies, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm and shall name the Managing Entity and the Department as an additional insured under the policy or policies. The Contractor shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and

professional liability insurance to use a policy form with additional insured provisions naming both DCF and the ME as additional insured or a form of additional insured endorsement acceptable to ME in the reasonable exercise of its judgment. The ME reserves the right to require additional insurance. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract. Upon the ME's request, the Contractor shall furnish the ME with written verification supporting the existence of such insurance coverage.

4.5.10. All such insurance proposed by the Contractor shall be submitted to and confirmed by the assigned Primary Point of Contact no later than execution initially and thereafter, updates shall be provided annually which reflect no lapse in insurance coverage.

4.6. Indemnification

4.6.1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend and hold harmless LSF, State of Florida and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any alleged act or omission by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages caused by the negligence act or omission of LSF.

4.6.2. The Contractor shall fully indemnify, defend and hold harmless LSF, the State, from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to violation of infringement of a trademark, copyright, patent, trade secret or intellectual property rights, provided, however, that the foregoing obligation shall not apply to LSF's misuse or modification of Contractor's products or LSF's operation or use of Contractor's products in a manner not contemplated by the contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for LSF the right to continue using the product or modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure LSF the use, LSF shall not be liable for any royalties. The Contractor's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property rights shall encompass all such items used or accessed by the Contractor, its officers, agents or subcontractors in the performance of this agreement or delivered to LSF for the use of LSF, its employees, agents or contractors.

4.6.3. The Contractor shall protect, defend, and indemnify, including attorney's fees and costs, LSF for any and all claims and litigation (including litigation initiated by LSF) arising from or relating to Contractor's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Contractor's redaction.

4.6.4. LSF shall not be liable for any costs, expense, or compromise incurred or made by the Contractor in any legal action. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding LSF negligent shall excuse the Contractor of performance under this provision, in which case LSF shall have no obligation to reimburse the Contractor for costs of its defense. If the Contractor is an agency or subdivision of the State, its obligation of indemnify, defend and hold harmless LSF shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.7. Governing Law and Compliance

4.7.1. Governing Law

4.7.1.1. The validity, enforceability, and interpretation of this Agreement shall be determined and governed by the laws of the State of Florida, as well as applicable federal laws. The Parties agree that jurisdiction for any dispute, action, claim or alternative dispute resolution proceeding regarding this Agreement shall reside in Duval County, Florida.

4.7.2. Florida Regulatory Governance

4.7.2.1. This Agreement, the attachments, and the performance thereof, are subject to the requirements and regulations promulgated by and specific verbiage required by DCF.

4.7.3. Corporate Compliance

4.7.3.1. During the term of this Agreement, each Party shall: (i) ensure that it is duly organized, validly existing and in good standing under the laws of Florida; (ii) maintain all requisite federal, state and local authority, permits and licenses necessary or appropriate to operate and to carry out its obligations under this Agreement; (iii) monitor its performance of administrative functions on an ongoing basis to ensure compliance with applicable DCF performance standards and guidelines; and (iv) notwithstanding any term or provision in this Agreement to the contrary, remain ultimately responsible for assuring that it is operating in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

4.7.4. General Provisions

4.7.4.1. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that each Party is subject to the Florida Public Records Act under the Florida Contract and under Chapter 119, Florida Statutes. Nonetheless, in the event that a Party becomes legally compelled to disclose any of the Confidential Proprietary Information (the "Compelled Party"), the Compelled Party will provide the other Party with prompt notice thereof so that the other Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained by the other Party, the Compelled Party will furnish or cause to be furnished only that minimum portion of the Confidential Proprietary Information which the Compelled Party is legally required to furnish.

4.7.4.2. Severability

The illegality, unenforceability, or ineffectiveness of any provision of this Agreement shall not affect the legality, enforceability or effectiveness of any other provision of this Agreement. If any provision of this Agreement, or the application thereof shall, for any reason and to any extent, be deemed invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons, entities, or circumstances, nor any other instrument referred to in this Agreement shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

4.9.5 Authority to Bind

By signature below, each signatory represents and warrants that such person is duly authorized to enter into this Agreement on the respective Party's behalf and is duly authorized to bind such Party to the terms applicable to each.

4.9.6 Typewritten or Handwritten Provisions

Typewritten or handwritten provisions that are inserted in this Agreement or attached to this Agreement as addenda or riders shall not be valid unless such provisions are initialed by both signatories to this Agreement.

4.9.7 Counterparts: Facsimile Execution and Captions

This Agreement may be executed and delivered: (a) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; and/or (b) by facsimile, in which case the instruments so executed and delivered shall be binding and effective for all purposes; and/or (c) by email communication to the parties identified in this agreement. The captions in this Agreement are for reference purposes only and shall not affect the meaning of terms and provisions herein.

4.9.8 Entire Agreement

This Agreement, including any documents incorporated by reference hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the Parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.

4.9.9 Cancellation of Agreement

This Agreement may be terminated by either party at any time, regardless of reason, with thirty (30) days written notice. No termination shall prejudice the Contractor's rights to payments for services properly completed prior to the effective date of termination. LSF reserves the right to unilaterally cancel this Agreement immediately upon discovery of fraud or misuse of public funds.

The parties' authorized representatives have executed this nine-page Agreement to be effective this 1st day of March 2024.

Columbia County Sheriff's Office

Lutheran Services Florida, Inc. d/b/a LSF Health Systems

Signature Date

Signature Date

Printed Name Title

Dr. Christine Cauffield CEO

Printed Name Title

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): _____

Contractor FY Ending Date: _____



HEALTH
SYSTEMS

Submission of Information

Request for Changes from Currently
Contracted Network Service Providers or
Request for Funding from Uncontracted
Service Providers

Introduction

LSF Health Systems is the Managing Entity for the Department of Children and Families SAMH programs in the Northeast Region responsible for the administration of mental health and substance abuse treatment programs for the underserved populations creating a safety net for vulnerable consumers.

Each program serves the neediest individuals that meet the Department of Children SAMH target population criteria in the Northeast region and provides for a comprehensive array of outpatient, inpatient and residential services including, but not limited to; therapy, case management, medication management, residential, room and board, crisis and emergency support, prevention, intervention, outreach, peer services, supported housing, and supported employment.

LSFHS uses the Submission of Information process for the following:

- Requests for funding from uncontracted service providers;
- Requests for restoration of funds pulled due to lapse;
- Requests for changes to programming;
- Request for shifts between funding areas;
- Requests for an increase in funding for any reason.

It is the policy for contracted Network Service Providers to provide information and justification for any of the above circumstances. LSFHS accepts submissions from providers at any time and may also initiate this process due to a specific funding concern within the system of care including the need to redistribute lapsed funding.

Submissions shall be submitted to the Network Service Provider's assigned Network Manager via email. LSFHS Management Team will review all submissions, conduct an analysis of the impact of the request and provide a written response within 60 days. Additional information and follow-up questions may be solicited based on this review.

Funding Request Form

Please fill out the information below accurately and completely, then submit to procurement@lsfnet.org.

1. Organization Name, Address and Contract Number:

Columbia County Fire Rescue
PO Box 1529
Lake City, FL 32056

2. Organization Contact Person for this Submission:

Chief Jeffery Crawford

3. Please briefly describe the programs, counties and populations served which are impacted by this request.

Columbia County is a rural Florida County that has a population of over 70,000 and is 801 square miles. Columbia County Fire Rescue covers the entire county including automatic aid to the City of Lake City. Columbia County Fire Rescue (CCFR) runs 7 staffed stations and 4 volunteer stations. CCFR provides ALS and BLS response to the entire county. To help the residents and visitors of Columbia County and to increase ambulance availability in the 911/EMS system, Columbia County Fire Rescue is establishing and implementing a Mobile Integrated Health/Community Paramedicine program. The MIH/CP program will consist of one Community Paramedic (CP) whose primary function is to provide a wide range of medical and supportive services to all those in Columbia County who are in need. Services will range from acute medical care needs, medication management, substance abuse counseling and support, prescription disposal services, Narcan education, hospital discharge follow-ups, and more. Columbia County will also coordinate resources including anything from helping patients locate much-needed medical equipment to arranging additional medical or social services through coordination with our local community partners.

4. Please briefly describe your organization’s need for additional funding, for a change in programming and/or for a change in funding as currently allocated. Please include the dollar amount(s) you are requesting and whether or not the amount requested is for a full year or partial. If the need for additional funding is due to funding being lapsed in the previous Fiscal Year, please provide an explanation for the lapse and describe your organization’s capacity to spend funds if restored.

At this time the Community Paramedicine Program is unfunded.

The startup cost for the Community Paramedicine program, including all supplies and one Paramedic, 40 hours per week, is approximately \$320,483. Without this funding, Columbia County will not be able to start the Community Paramedicine Program at this time.

- 5. Please briefly describe your organization’s plan for the additional funding, change in funding or change in programming. In the event that a service is being discontinued, this plan should outline how the previously served population will be served after the change is made.**

With this funding Columbia County will be able to provide a much needed service to our community. Columbia County will be able to equip a vehicle with the medications and life saving medical supplies needed. Columbia County will be able to fund the training and education needed for the Paramedics.

Columbia County will respond to all OUD/Overdose calls. We will respond to the scene at time of 911 on as many as possible. Through the electronic reporting system, we will be able to flag all calls that had drug involvement. We will arrange follow-up visits with either the patient or their family to set up a plan to start the healing process. We will continue to do follow-up visits as necessary to keep individual on a good health path to recovery. We can provide narcan for the family members to have on hand and educate them on when and how to use it if necessary. We will provide information on programs and group therapies available to help the patient and family. All of our contact with patients will be tracked in the electronic reporting system.

- 6. If a license is required for the proposed program, have you obtained it (DCF Substance Abuse license for Outpatient services, AHCA license, etc.)?**

N/A

- 7. Please briefly describe your organization’s expertise about the delivery of service to the identified population which will be impacted by this change.**

see below

Since 2016 Columbia County Fire Rescue has been delivering ALS and BLS responses to all of Columbia County. Since that time we have encountered many patients that would have benefited from a service of this type. CCFR has worked with other community partners on attempting to help patients find services, set up households to reduce fall risks, and many other issues that were encountered. CCFR has encountered continual users (high system utilizers) of the 911/EMS system for low-acuity medical issues or substance abuse related patients. By implementing the MIH/CP program, Columbia County Fire Rescue anticipates seeing a decrease in those patients who continually over-utilize fire rescue services for primary care and an increase in ambulance availability because of this reduction.

- 8. Are the changes outlined above to be made for this fiscal year only or to be continued beyond year-end into subsequent fiscal years, assuming an ongoing contractual relationship between the agency and LSF Health Systems? Please explain this response.**

Additional funding will be required into subsequent fiscal years. Without the additional funds, services will inevitably be reduced due to a lack of funding.

- 9. Please define and describe the Program Goals.**

The goal of the program is to provide access to care for the significantly under-served citizens of Columbia County. By providing access to care this program meets three main goals: Lower over-utilization of 911 services, lower morbidity and mortality, lower rates of overdoses or other unnatural causes of death.

- 10. Please define and describe the Proposed Outcome Measures for the program in which funding is being requested.**

Data collection/data metrics that demonstrate program success measures:

- Project data form.
- CP Patient Care Reports (ESO).

Specific measures of success will be demonstrated by:

- Decreased number of low acuity 911 calls by high system utilizers.
- Increased access to care in Columbia County.
- Increasing utilization of the Columbia County Community Paramedicine Program.

11. Outside organizations only: Please describe your organization’s data collection capacity and list the name of the data collection system. If you utilize an Electronic Health Record (EHR) system, confirm its capacity to export data as an XML file.

ESO is the EHR system that is used for reporting and data collection.

12. Outside organizations only: Please describe your organization’s business administration capacity specifically related to employee screening and financial management.

All employees are screened through a rigorous process including background checks and OIG screenings.

Financial management is performed and overseen by our finance department that falls under the umbrella of the County Clerk of Court.

13. Please provide, as an attachment, the Exhibit C and D - Projected Operating and Capital Budget, using the most recent template, outlining the requested funding including OCAs and associated

EXHIBIT G

covered services. Statistics or data regarding utilization to substantiate the request may also be supplied.

Organization's CEO

Date

Organization's Contract Manager

Date



HEALTH
SYSTEMS

Submission of Information

Request for Changes from Currently
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Service Providers

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- Request for shifts between funding areas;
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Submissions shall be submitted to the Network Service Provider's assigned Network Manager via email. LSFHS Management Team will review all submissions, conduct an analysis of the impact of the request and provide a written response within 60 days. Additional information and follow-up questions may be solicited based on this review.

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Please fill out the information below accurately and completely, then submit to procurement@lsfnet.org.

1. Organization Name, Address and Contract Number:

Columbia County Sheriff's Office
4917 US Highway 90 East
Lake City, Florida 32055

2. Organization Contact Person for this Submission:

Kim Nichola

3. Please briefly describe the programs, counties and populations served which are impacted by this request.

The Columbia County Sheriff's Office (CCSO) proposal is two-fold.

CCSO proposes a school based educational format to educate 5th grade students utilizing the Law Enforcement Against Drugs (L.E.A.D.) Program (which uses the Too Good For Drugs Program materials). This program will be presented to all Columbia County 5th Grade Students across 10 School campuses by our School Resource Deputies. There are currently 765 Fifth Grade Students enrolled in Columbia County Schools.

Additionally, CCSO proposes the placement of a full-time Licensed Substance Abuse Counselor to be employed and assigned to the Columbia County Detention Facility to work with inmates regarding their substance abuse issues to hopefully mitigate their dependence upon such substances. Currently, the detention facility averages 277 detainees per day.

4. Please briefly describe your organization's need for additional funding, for a change in programming and/or for a change in funding as currently allocated. Please include the dollar amount(s) you are requesting and whether or not the amount requested is for a full year or partial. If the need for additional funding is due to funding being lapsed in the previous Fiscal Year, please provide an explanation for the lapse and describe your organization's capacity to spend funds if restored.

CCSO is requesting \$106,000 for the initial full year of the specified programs.

5. Please briefly describe your organization's plan for the additional funding, change in funding or change in programming. In the event that a service is being discontinued, this plan should outline how the previously served population will be served after the change is made.

CCSO would require the \$106,000 for the first year to implement the two programs. Subsequent years funding would be required to maintain said programs.

6. If a license is required for the proposed program, have you obtained it (DCF Substance Abuse license for Outpatient services, AHCA license, etc.)?

Not applicable to our organization.

7. Please briefly describe your organization's expertise about the delivery of service to the identified population which will be impacted by this change.

CCSO has 22 trained School Resource Deputies that are able to teach the school based programs with minimal additional training specific to the program's curricula.

The proposed Licensed Substance Abuse Counselor would be required to be fully trained and licensed at a Bachelor's Degree level.

- 8. Are the changes outlined above to be made for this fiscal year only or to be continued beyond year-end into subsequent fiscal years, assuming an ongoing contractual relationship between the agency and LSF Health Systems? Please explain this response.**

Continuance of the identified programs would require assistance for subsequent years although actual amounts are contingent upon availability of local funds to offset the assistance required.

- 9. Please define and describe the Program Goals.**

The school based program goal would be to circumvent substance abuse by educating children to not use substances as coping mechanisms or otherwise.

The proposed counselor programs goal would be to assist those detainees seeking to no longer use substances and providing alternate solutions to the reasons they use said substances to begin with.

- 10. Please define and describe the Proposed Outcome Measures for the program in which funding is being requested.**

The school based program outcome measures would be to instill in children the negative consequences of substance abuse and thereby effectively reduce the number of future substance abusers.

The Substance Abuse Counselling program measures would be to discourage continued substance abuse and reduce recidivism in the Law Enforcement and Judicial Systems for drug related crimes.

- 11. Outside organizations only: Please describe your organization's data collection capacity and list the name of the data collection system. If you utilize an Electronic Health Record (EHR) system, confirm its capacity to export data as an XML file.**

Not applicable to our organization.

- 12. Outside organizations only: Please describe your organization's business administration capacity specifically related to employee screening and financial management.**

The employment of the Licensed Substance Abuse Counselor would involve a FDLE Level II background screening, Drug Testing and extensive personal reference interviews as required by all CCSO employees. CCSO has been successful in the management of State and Federal Contracts involving other funding sources. CCSO successfully implemented and maintained the DARE Program for many years utilizing their trained personnel.

- 13. Please provide, as an attachment, the Exhibit C and D - Projected Operating and Capital Budget, using the most recent template, outlining the requested funding including OCAs and associated**

EXHIBIT G

covered services. Statistics or data regarding utilization to substantiate the request may also be supplied.

Organization's CEO

Date

Organization's Contract Manager

Date



Submission of Information

Request for Changes from Currently
Contracted Network Service Providers or
Request for Funding from Uncontracted
Service Providers

Introduction

LSF Health Systems is the Managing Entity for the Department of Children and Families SAMH programs in the Northeast Region responsible for the administration of mental health and substance abuse treatment programs for the underserved populations creating a safety net for vulnerable consumers.

Each program serves the neediest individuals that meet the Department of Children SAMH target population criteria in the Northeast region and provides for a comprehensive array of outpatient, inpatient and residential services including, but not limited to; therapy, case management, medication management, residential, room and board, crisis and emergency support, prevention, intervention, outreach, peer services, supported housing, and supported employment.

LSFHS uses the Submission of Information process for the following:

- Requests for funding from uncontracted service providers;
- Requests for restoration of funds pulled due to lapse;
- Requests for changes to programming;
- Request for shifts between funding areas;
- Requests for an increase in funding for any reason.

It is the policy for contracted Network Service Providers to provide information and justification for any of the above circumstances. LSFHS accepts submissions from providers at any time and may also initiate this process due to a specific funding concern within the system of care including the need to redistribute lapsed funding.

Submissions shall be submitted to the Network Service Provider's assigned Network Manager via email. LSFHS Management Team will review all submissions, conduct an analysis of the impact of the request and provide a written response within 60 days. Additional information and follow-up questions may be solicited based on this review.

Funding Request Form

Please fill out the information below accurately and completely, then submit to procurement@lsfnet.org.

1. Organization Name, Address and Contract Number:

Meridian Behavioral Healthcare, Inc.
1565 SW Williston Road
Gainesville, FL 32608
LS021

2. Organization Contact Person for this Submission:

Ashley C. Tozier, LMHC
Senior Vice President, Medical Services
Email: ashley_tozier@mbhci.org Phone: 352-672-0916

3. Please briefly describe the programs, counties and populations served which are impacted by this request.

Adult Substance Abuse Programs - Hospital Bridge Program.
Counties that will be served by this request will include: Columbia County.
Target Population: Adults in need of Substance Use and Co-Occurring Disorders.
Medication Assisted Treatment (MAT) and other services in hospital settings.

4. Please briefly describe your organization's need for additional funding, for a change in programming and/or for a change in funding as currently allocated. Please include the dollar amount(s) you are requesting and whether or not the amount requested is for a full year or partial. If the need for additional funding is due to funding being lapsed in the previous Fiscal Year, please provide an explanation for the lapse and describe your organization's capacity to spend funds if restored.

Meridian is in need of additional funds to increase access to person-centered and culturally/linguistically appropriate screening, early identification, intervention, and treatment for substance use disorders to clients in the hospital setting. In our service areas, Columbia County is one of two counties with the highest rate of overdoses post COVID.

Overdose deaths increased by 39% in Columbia County from 2019-2022 with a rate of 25.1 deaths/100,000 population in 2019 to 34.9 deaths/100,000 population in 2022, spiking to 36.7 deaths/100,000 population in 2021. The Hospital Bridge Program services will partner with hospital staff and medical services in our service areas to provide Medication Assisted Treatment (MAT) and other services to hospitalized individuals. We will provide assessment, treatment planning, medication and on-going treatment while hospitalized and discharge/follow-up as they transition out of the hospital setting. We are already working with local hospitals in Columbia County to implement hospital bridge services to our Crisis Stabilization Unit (CSU) and have had additional requests from these hospitals and the County to provide MAT services in the hospitals. Due to a lack of funding, we have been unable to hire the additional staff needed to provide these requested services to the hospitals. Processes and procedures have been established to immediately begin services in these areas as soon as additional funding is available. We have over 1300 patients in our MAT services. We will not be able to provide hospital bridge services for hospitalized patients in our service area without additional funding.

In order to provide these expanded services, we are requesting \$222,000 from Columbia County's portion of Opioid Abatement funds. At our service level and growth rate, we are confident that we can provide the services and earn all of these funds.

- 5. Please briefly describe your organization's plan for the additional funding, change in funding or change in programming. In the event that a service is being discontinued, this plan should outline how the previously served population will be served after the change is made.**

The Hospital Bridge Program is designed to use the Screening Brief Intervention and Identification Recovery Treatment (SBIRT) model to engage clients in the hospital in our service area with substance use disorders (including opioid use/overdose) and other complications from substances. Peer Recovery Specialists and Counselors/Patient Navigators will provide both non-clinical and clinical assistance, recovery supports and referrals for assessment, medication and substance use disorder treatment. The Program will use a pool of at least two (2) FTE Peer Recovery Specialists to provide screening so that we can provide on-site and on call coverage. The Peer Recovery Specialists will engage and support patients in the hospitals throughout Columbia County. We will utilize one (1) FTE Counselor/Patient Navigator to provide treatment and navigate patients to other treatment/recovery support services when needed. Peer Recovery Specialists and Counselor/Patient Navigators will provide individuals with culturally-specific and linguistically appropriate services and maintain follow-up with these individuals while providing support and resources throughout the process of incarceration. Services will be person-centered and will be maintained post release from the hospital.

- 6. If a license is required for the proposed program, have you obtained it (DCF Substance Abuse license for Outpatient services, AHCA license, etc.)?**

Yes, we currently have a substance abuse license that allows us to provide this level of care.

- 7. Please briefly describe your organization's expertise about the delivery of service to the identified population which will be impacted by this change.**

Meridian has provided treatment services since 1972. Meridian is accredited by the Commission for Accreditation of Rehabilitation Facilities (CARF) and is licensed by the Florida Department of Children and Families, Agency for Healthcare Administration, Substance Abuse and Mental Health Service Administration and Drug Enforcement Agency

to provide residential and outpatient substance use and mental health treatment services and crisis stabilization. Meridian offers a comprehensive service array, including psychiatric services; crisis stabilization services; detoxification; Medication Assisted Treatment (MAT); medication management; integrated primary care; residential programs; day treatment/psycho-social rehabilitation; prevention programs; and outpatient services for children, youth and adults. Meridian has been providing substance use disorder services for 50 years. We have been designated as a Certified Community Behavioral Health Clinic. We have been providing dedicated MAT services since 1998 for those needing medication and treatment services with opioid dependence. We are serving over 1300 clients through our Methadone, Buprenorphine and Vivitrol clinics. We provide these clients with treatment and medication utilizing experienced Certified Peer Recovery Support staff, licensed and Master's level staff, Nurses and Physicians/Prescribers with knowledge of addiction, (three of which are Addictionologist). All Physician/Prescribers are Data Waived through the DEA. We have experience working with our local hospitals through our MRT Teams to ensure a smooth transition to our Crisis Stabilization Unit (CSU). We have partnered with EMS, UF Shands Hospital, the Women's Birthing Center, HCA Hospitals in Gainesville and Lake City to provide these Hospital Bridge services. If funded, we will continue to pattern the success of these services.

With this funding added, we will increase capacity to clients in the hospitals in our Columbia County.

8. Are the changes outlined above to be made for this fiscal year only or to be continued beyond year-end into subsequent fiscal years, assuming an ongoing contractual relationship between the agency and LSF Health Systems? Please explain this response.

These changes are to be continued beyond the year-end and subsequent fiscal years, assuming an ongoing contractual relationship between Meridian, Columbia County and LSF Health Systems. Meridian is committed to continuing our current services in Columbia and continuing to expand these services to ensure individuals struggling with substance use difficulties receive the needed services.

9. Please define and describe the Program Goals.

The program goals of the Hospital Bridge Program are as follows:
 1) Reduce the amount of overdose deaths in Columbia County.
 2) Increase access to substance use treatment in all Columbia County hospital settings.
 3) Ensure ongoing access to substance use treatment/MAT services post discharge from Columbia County hospital settings.

10. Please define and describe the Proposed Outcome Measures for the program in which funding is being requested.

Decrease in overdose deaths for individual struggling with substance use difficulties and even more specifically Opioid Use Disorder (OUD).

Increase services to OUD patients by 10% based on previous year services.

Coordinate services between the hospital Emergency Departments and Meridian for in individuals with OUD and other substance use disorders.

11. Outside organizations only: Please describe your organization’s data collection capacity and list the name of the data collection system. If you utilize an Electronic Health Record (EHR) system, confirm its capacity to export data as an XML file.

Meridian has experience in data collection and monitoring projects through our data system. We have an established Electronic Health Record (EHR), Smartcare by Streamline and an internal system, Healthcare Artificial Intelligence (Health AI) where all clinical, outreach, prevention, medical and prescription information is entered and maintained. Each staff is trained on the EHR and is responsible for concurrent documentation as they input information in the system after services have been rendered. We have an experienced IT department that monitors the EHR and the data for Meridian. The staff are fully trained on extracting data from the EHR to ensure consistency with data collection and is responsible for overseeing the collection and compilation of data. All data collected is kept confidential. De-identified data will be shared with LSF and with our community stakeholders. Participants will be notified of data collection and ensured confidentiality through a consent form at admission. Meridian’s EHR is robust and have the capacity to export data as an XML file.

12. Outside organizations only: Please describe your organization’s business administration capacity specifically related to employee screening and financial management.

Monthly Financial Statements are used to monitor this at every level in the organization. Each staff working in the fiscal department must pass a Level 2 background screening, a drug test and reference checks before they are hired to work in that department. Meridian has a successful history of managing contracts and grants with state, federal, and local entities. Meridian’s history of successfully working with the Department of Children and Families and the Managing Entity Lutheran Services Florida on numerous grants and contracts is an indicator of our ability to comply with state and federal rules and regulations. Meridian can contribute strong infrastructure resources to manage the proposed project and make effective use of funds provided. Meridian’s administrative departments are structured to provide fiscal oversight (including contract management and insurance); human resources management; advancement of mission through education, advocacy and fundraising; facility management; integrated quality improvement and risk management activities; and information technology.

13. Please provide, as an attachment, the Exhibit C and D - Projected Operating and Capital Budget, using the most recent template, outlining the requested funding including OCAs and associated

covered services. Statistics or data regarding utilization to substantiate the request may also be supplied.

Donald P. Savoie

Organization's CEO

1/12/2024

Date

Carol Dozier, Interim CFO

Organization's Contract Manager

1/12/2024

Date

Lisa Roberts

From: Ashley Tozier <ashley_tozier@MBHCl.org>
Sent: Tuesday, January 16, 2024 10:40 AM
To: Lisa Roberts
Subject: RE: Meet re: Opioid Abatement Funding Columbia County/LSFHS
Attachments: Exhibit-G-Submission-of-Information-Fillable-FY-23-24-rev.-12.2.22 - Columbia Co Hospital Bridge.pdf; Exhibit-C-and-D-Projected-Operating-and-Capital-Budget-FY-23-24 - Columbia Co Hospital Bridge.xlsx

Good morning, Lisa,

Please find the following attached.

- 1) SAMH Projected Operating and Capital Budget (Exhibit C)
- 2) SAMH Projected Operating and Capital Budget Personnel Detail (Exhibit D)
- 3) SAMH Projected Operating and Capital Budget – Budget Narrative
- 4) LSF Health Systems Submission of Information – Request for Changes from Currently Contracted Network Service Providers or Request for Funding from Uncontracted Service Providers

If you need anything further at this time, please let me know.

Thank you!

From: Lisa Roberts <lisa_roberts@columbiacountyfla.com>
Sent: Wednesday, January 10, 2024 3:28 PM
To: Mark Hunter <Mark.Hunter@columbiasheriff.org>; Jeff Crawford <jeff_crawford@columbiacountyfla.com>; Ashley Tozier <ashley_tozier@MBHCl.org>
Cc: David Kraus <david_kraus@columbiacountyfla.com>; Kevin Kirby <kevin_kirby@columbiacountyfla.com>; Amy Overstreet <aoverstreet@columbiacountyfla.com>; Erica Jones <ejones@columbiacountyfla.com>
Subject: FW: Meet re: Opioid Abatement Funding Columbia County/LSFHS

CAUTION: This email originated from outside of Meridian. Whether you know the sender or not, do not click links or open attachments you were not expecting.

Good afternoon:

This morning County Manager, David Kraus and I meet with LSF Health Systems representatives regarding the information they will require in order to provide the County with funding for the respective programs the Opioid Settlement committee discussed on Dec. 28, 2023. Attached you will find the following budget documents which will be required by you to complete for each program:

- 1) SAMH Projected Operating and Capital Budget (Exhibit C)
- 2) SAMH Projected Operating and Capital Budget Personnel Detail (Exhibit D)
- 3) SAMH Projected Operating and Capital Budget – Budget Narrative
- 4) LSF Health Systems Submission of Information – Request for Changes from Currently Contracted Network Service Providers or Request for Funding from Uncontracted Service Providers

We were also informed today that LSF will not be providing procurement for the programs. Instead LSF will provide the County with a Purchase Order Vendor Agreement and purchases will be made through the County. Therefore, for the elementary schools drug awareness program, the Sheriff's department will procure their own purchases for the program and will request reimbursement from the Board through itemized invoicing. The Para-medicine program will follow County purchasing protocols. Meridian is currently a contracted network service provider through DCF; therefore, the County will contract with Meridian to provide services.

If you are purchasing vehicles for the program, the purchase must be pre-approved by DCF/LSF. If the vehicles are leased, no pre-approval is required. Also the expenditure of the funds runs concurrent with the State fiscal year; therefore, the funds must be expended no later than June 30, 2024.

The attached budget documents will need to be completed and returned to me no later than Tuesday, January 16, 2024.

I appreciate your cooperation in this matter. If you have questions regarding the above, please feel free to contact me at (386) 758-1006.

Respectfully,
Lisa K.B. Roberts
HR/Community/Administrative Services Director
Columbia County Board of County Commissioners
(386) 758-1006

From: Erin Whitaker-Houck [<mailto:erin.whitakerhouck@lsfnet.org>]
Sent: Wednesday, January 10, 2024 11:22 AM
To: Shelley Katz <shelley.katz@lsfnet.org>; Lisa Roberts <lisa_roberts@columbiacountyfla.com>; David Kraus <david_kraus@columbiacountyfla.com>; Ellen Snyder <esnyder@columbiacountyfla.com>
Subject: Re: Meet re: Opioid Abatement Funding Columbia County/LSFHS

Good morning,

see attached forms we discussed during our call.

Best Regards,



Erin Whitaker-Houck, LMHC, QS | Associate Vice President of Clinical Program Operations

LSF Health Systems

Cell: 904.729.6682

Email: erin.whitakerhouck@lsfnet.org

9428 Baymeadows Road, Suite 320

Jacksonville, FL 32256

www.lsfhealthsystems.org

Access to Care Line: [877-229-9098](tel:877-229-9098) (call or text)

[Mind Redefined | LSF Health Systems](#)

Helping people build healthier, happier, and hope-filled tomorrows.

In accordance with the Americans with Disabilities Act, persons needing special accommodations to participate in any meeting/hearing should contact Fatou Mbaye at 1-904-900-1075 for assistance.

Notice: This EMAIL transmission may contain material that is confidential under Florida Statutes and is intended to be delivered only to the named addressee. Unauthorized dissemination of this information may be a violation of criminal statutes. If this information is received by anyone other than the addressee, the recipient should immediately notify the sender at 1-904-900-1075 and obtain instructions as to the disposal thereof. Under no circumstances should this material be read, retained or copied by anyone other than the addressee.

From: Erin Whitaker-Houck

Sent: Tuesday, January 9, 2024 3:26 PM

To: Shelley Katz <shelley.katz@lsfnet.org>; lisa_roberts@columbiacountyfla.com <lisa_roberts@columbiacountyfla.com>; david_kraus@columbiacountyfla.com <david_kraus@columbiacountyfla.com>; esnyder@columbiacountyfla.com <esnyder@columbiacountyfla.com>

Subject: Meet re: Opioid Abatement Funding Columbia County/LSFHS

When: Wednesday, January 10, 2024 11:00 AM-11:30 AM.

Where: Microsoft Teams Meeting

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 218 083 998 137

Passcode: HEjKL7

[Download Teams](#) | [Join on the web](#)

PURCHASE ORDER AGREEMENT

This Agreement is entered into between Lutheran Services Florida, Inc., d/b/a LSF Health Systems (a Florida non-profit corporation), hereinafter referred to as the "LSF" and/or the "Managing Entity" and Columbia County Board of County Commissioners herein after referred to as the "Contractor." The Contractor and LSF may be referred to herein individually as a "party" or collectively as "the parties." LSF and the Contractor agrees as follows:

Effective and Ending Dates. The terms of this Agreement shall be effective March 1, 2024 and shall continue through June 30, 2024.

This document provides direction and guidance for administration, implementation, and management of the **Florida Opioid Allocation and Statewide Response Agreement (Opioid Settlement)** in Columbia County.

Services to be Provided. This scope of work is for the Contractor to provide a Mobile Integrated Health/Community Paramedicine (MIH/CP) program. The MIH/CP program will consist of one Community Paramedic (CP) whose primary function is to provide a wide range of medical and supportive services to all those in Columbia County who are in need. Services will range from acute medical care needs, medication management, substance abuse counseling and support, prescription disposal services, Narcan education, hospital discharge follow-ups, and more. Columbia County will also coordinate resources including anything from helping patients locate much-needed medical equipment to arranging additional medical or social services through coordination with our local community partners.

Section 1. Financial Consideration

1.1. Award Amount

Columbia County Board of County Commissioners has been awarded an amount not to exceed **LSF approved Exhibit C and D - Projected Operating and Capital Budget** for costs associated with administration of the services at its agency. Funding will be provided through OCA MSONQ - ME Opioid TF Non-Qualified Counties. This award is subject to availability of funds from the Department of Children and Families (DCF).

1.2. Budget

- 1.2.1 The Contractor shall submit a detailed, line-item budget to LSF identifying for each line the allowable items for the program, the projected or budgeted amount for each line item and narrative supporting the reasonableness and necessity of any unusual items.
- 1.2.2 All budgets and revisions thereto are subject to approval by LSF.
- 1.2.3 The Contractor may revise a budget by submitting same to the assigned Network Manager via electronic mail for approval.
- 1.2.4 Approved budgets shall be maintained in the official agreement file.
- 1.2.5 Modifications to the approved budget may not be effective retroactively.

1.3. Payment

This award shall be paid using a fixed rate methodology, subject to the availability of funds. The Contractor shall comply with the terms of such methodology, including quarterly fiscal reconciliation reports data reporting, as outlined below.

- 1.3.1 The total monthly payment amount shall be one-fourth of the contract and shall be included as a line item in the Contractor's Invoice with the following documentation provided as support.
 - 1.3.1.1 The Contractor shall submit a quarterly **Exhibit O - Expenditure Reconciliation Report** using the form designated by LSF Health Systems, available on the website: <https://www.lsfhealthsystems.org/resources/#contractdocument>, which will outline expenses incurred by the Contractor. This report shall be submitted on or before the 8th of the month following the end of each quarter. The Managing Entity reserves the right to request monthly **Exhibit O - Expenditure Reconciliation reports** after the third quarter depending on the Contractor's rate of spending.
 - 1.3.1.2 All funds paid under the fixed rate methodology must be accounted for through this reconciliation process and any funding not accounted for is subject to repayment to LSF Health Systems.
 - 1.3.1.3 LSF Health Systems reserves the right to request substantiating documentation to support the line items submitted by the Contractor in the **Exhibit O - Expenditure Reconciliation Report**.
 - 1.3.1.4 All reports as required in Section 2.3 Required Reporting.
- 1.3.2 Reimbursement shall be made for actual, allowable expenditures within the limits of the latest version of the approved budget at the time that the invoice is processed.
- 1.3.3 The Contractor agrees that it will account for all payments from LSF according to generally accepted standard accounting principles.

Section 2. Program Administration

- 2.1. The Opioid Settlement program will be administered according to approved DCF Children and Families Operating Procedure (CFOP) for the Opioid Settlement and any other approved DCF document reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: <https://www.myfffamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities>.
- 2.2. Program requirements are as follows:
 - 2.2.1 As reflected on the approved Schedule B of the Florida Opioid Allocation and Statewide Response Agreement, or latest version thereof.
 - 2.2.2 As reflected on the approved DCF CFOP for the Opioid Settlement and any other approved DCF document reflecting the program requirements, or latest version thereof, which can be found at following link using the applicable fiscal year: <https://www.myfffamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities>.

2.2.3 Service Tasks

2.2.3.1 The Contractor shall perform all tasks reflected on the **LSF approved Exhibit G – Submission of Information.**

2.3. Required Reporting

2.3.1 **Expenditure Reconciliation Report:** This report shall be submitted on or before the 8th of the month following the end of each quarter. However, the Managing Entity reserves the right to request monthly after the third quarter depending on the Contractor 's rate of spending.

2.3.2 The Contractor shall submit service data to LSF as required by LSF and DCF and shall submit the data electronically by the 8th of each month for the previous month's services, as specified by LSF and DCF and in accordance with the DCF Data System Guidelines.

2.3.3 Ad Hoc and additional reporting, at any frequency, may be required as determined necessary by LSF Health Systems or the Department of Children and Families.

2.3.4 Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Opioid Data Management System (ODMS) as prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting.

Section 3. Documentation

3.1. Cost

3.1.1 Professional Services Rendered: Invoices for professional services must include a general statement of the services provided, the time period covered by the invoice, the hourly rate, the number of hours worked, and the total payment required. Evidence of payment of the invoice must also be included.

3.1.2 Postage and Reproduction Expenses: Outside Contractor's purchases must include invoices with evidence of payments made or receipts with itemization. In-house postage and reproduction must be supported by usage logs or similar reports.

3.1.3 Travel: Travel reimbursements shall be made in accordance with the Department's CFOP 40-1, § 287.058(1)(b), Fla. Stat. and §112.061, Fla. Stat. Receipts for direct expenses (e.g., airfare, car rental, parking, tolls) shall be provided in support of such expenses. For mileage reimbursements, submissions shall include date(s) of travel, amount of mileage (support of mileage may include either map routes or odometer readings), purpose of travel, origin and destination.

3.1.4 General Expenses not otherwise specified: Receipts or invoices with evidence of payment should be provided.

3.2. Services Rendered

- 3.2.1. The submission of service data in relation to the final invoice for payment shall be submitted to the Managing Entity no more than forty-five (45) days after the contract ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Managing Entity shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until performance of services and all reports due from the Contractor, and necessary adjustments thereto, have been approved by the Managing Entity.
- 3.2.2. Appropriate documentation shall be maintained in accordance with the applicable parameters established by statute, regulation, and code. Audit documentation shall be in accordance with 65E-14.021, F.A.C. The Contractor shall make such information available to LSF upon request and during monitoring of the program administration.
 - 3.2.2.1. Staff timecards and a log of the date, time, number of participants, and the staff member conducting the class shall be the substantiating documentation for services and invoice back-up data.
- 3.2.3. The Contractor shall notify the Managing Entity's Network Manager, in writing, at least ten (10) calendar days prior to any changes in services and/or locations where services are being provided. Changes must continue to meet the service needs of consumers without excessive time and travel requirements.

Section 4. Miscellaneous

4.1. Employment Screening

- 4.1.1. The Contractor shall ensure that all staff utilized by the Contractor and its subcontractors, and funded through this agreement as reflected in Sections 1.1 and 1.2, are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.4073, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:
 - i. Employment history check,
 - ii. Fingerprinting for all criminal record checks,
 - iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE),
 - iv. Federal criminal records check from the Federal Bureau of Investigations via the FDLE, and
 - v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.
 - vi. Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

The Contractor shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart)

for the term of the Contract stating that all required staff have been screened or the Contractor is awaiting the results of the screening.

Additional guidance regarding background screening is incorporated herein by reference and may be located at: www.dcf.state.fl.us/programs/backgroundscreening/.

4.2. Representations

- 4.2.1. The Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.
- 4.2.2. The Contractor hereby represents to LSF, with full knowledge that LSF is relying upon these representations when entering into this Agreement that the Contractor has the professional expertise, experience, and manpower, as well as holds the necessary certifications and licenses required to perform the services to be provided by the Contractor pursuant to the terms of this Agreement.
- 4.2.3. Prior to commencing to provide any services pursuant to this Agreement, Contractor shall provide copies of any and all business or professional licenses and certifications held by Contractor to LSF related to the performance of the services required by this Agreement, and they shall be incorporated and made a specific part of this Agreement, whether or not attached hereto. Upon renewal of such licenses or certifications during the term of this Agreement, Contractor shall provide evidence of such renewal or re-issuance to LSF.

4.3. Terms and Conditions

- 4.3.1. Any changes to dates and fees must be submitted and approved by LSF. If circumstances arise that will require additional services and time, the Contractor will notify LSF and obtain written agreement prior to undertaking such activities. The Contractor shall perform all services, tasks and provide deliverables, including the quarterly reconciliation, and reports, as specified in this agreement.

4.4. Business Associates

- 4.4.1. Portability and Accountability Act of 1996, and Standards for the Privacy and Security of Individually Identifiable Health Information, found at 45 C.F.R. Parts 160, 162 and 164, 42 C.F.R. and as amended by the Health Information Technology for Economic and Clinical Health Act, (collectively, "HIPAA"), LSF is required to protect certain individually identifiable health or other information ("Protected Health Information" or "PHI" including, but not limited to, PHI in an electronic form). Should LSF request that the Contractor share or disclose Client PHI with any of the other LSF designated business associates, LSF shall provide the Contractor with written direction indicating the name of the entity, confirmation that such entity is a business associate with a written business associate agreement with LSF and the specific information and/or data LSF desires the Contractor to disclose to or share with such other business associate and the Parties agree to execute any such additional agreements as necessary to complete such activities. For purposes of this Agreement, "Client" shall mean: any individual that is eligible to receive behavioral health services in accordance with DCF eligibility policies in the Service Area.

4.5. Insurance

- 4.5.1. As applicable, the Contractor shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the persons served to be served under this Contract. The Managing Entity and its Network Service Contractors at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.
- 4.5.2. The Contractor acknowledges that, as an independent contractor, the Contractor, and its subcontractors, at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.
- 4.5.3. Upon the execution of this Contract, the Contractor shall furnish the Managing Entity written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Managing Entity reserves the right to require additional insurance as specified in this Contract.
- 4.5.4. The Contractor shall notify the Managing Entity within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.
- 4.5.5. The Contractor shall obtain and provide proof to the Managing Entity and the Department of Comprehensive General Liability Insurance (broad form coverage), specifically including premises, fire and legal liability to cover the Contractor and all its employees. The limits of the Contractor's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.6. If in the course of the performance of its duties under this Contract any officer, employee, or agent of the Contractor operates a motor vehicle, the Managing Entity shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of comprehensive automobile liability insurance coverage with limits no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.7. If in the course of the performance of the duties of any Contractor, at all tiers, any officer, employee, or agent of the Contractor, provides any professional services or provides or administers any prescription drug or medication or controlled substance, the ME shall cause the Contractor, at all tiers, to obtain and provide proof to the ME and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all employees and shall not exclude claims resulting from physical and sexual abuse. The limits of the coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- 4.5.8. The Managing Entity and the Department of Children and Families shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Contractor purchasing the insurance.
- 4.5.9. All insurance policies, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm and shall name the Managing Entity and the Department as an additional insured under the policy or policies. The Contractor shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and

professional liability insurance to use a policy form with additional insured provisions naming both DCF and the ME as additional insured or a form of additional insured endorsement acceptable to ME in the reasonable exercise of its judgment. The ME reserves the right to require additional insurance. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract. Upon the ME's request, the Contractor shall furnish the ME with written verification supporting the existence of such insurance coverage.

4.5.10. All such insurance proposed by the Contractor shall be submitted to and confirmed by the assigned Primary Point of Contact no later than execution initially and thereafter, updates shall be provided annually which reflect no lapse in insurance coverage.

4.6. Indemnification

4.6.1. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend and hold harmless LSF, State of Florida and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any alleged act or omission by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages caused by the negligence act or omission of LSF.

4.6.2. The Contractor shall fully indemnify, defend and hold harmless LSF, the State, from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to violation of infringement of a trademark, copyright, patent, trade secret or intellectual property rights, provided, however, that the foregoing obligation shall not apply to LSF's misuse or modification of Contractor's products or LSF's operation or use of Contractor's products in a manner not contemplated by the contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for LSF the right to continue using the product or modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure LSF the use, LSF shall not be liable for any royalties. The Contractor's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property rights shall encompass all such items used or accessed by the Contractor, its officers, agents or subcontractors in the performance of this agreement or delivered to LSF for the use of LSF, its employees, agents or contractors.

4.6.3. The Contractor shall protect, defend, and indemnify, including attorney's fees and costs, LSF for any and all claims and litigation (including litigation initiated by LSF) arising from or relating to Contractor's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Contractor's redaction.

4.6.4. LSF shall not be liable for any costs, expense, or compromise incurred or made by the Contractor in any legal action. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding LSF negligent shall excuse the Contractor of performance under this provision, in which case LSF shall have no obligation to reimburse the Contractor for costs of its defense. If the Contractor is an agency or subdivision of the State, its obligation of indemnify, defend and hold harmless LSF shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.7. Governing Law and Compliance

4.7.1. Governing Law

4.7.1.1. The validity, enforceability, and interpretation of this Agreement shall be determined and governed by the laws of the State of Florida, as well as applicable federal laws. The Parties agree that jurisdiction for any dispute, action, claim or alternative dispute resolution proceeding regarding this Agreement shall reside in Duval County, Florida.

4.7.2. Florida Regulatory Governance

4.7.2.1. This Agreement, the attachments, and the performance thereof, are subject to the requirements and regulations promulgated by and specific verbiage required by DCF.

4.7.3. Corporate Compliance

4.7.3.1. During the term of this Agreement, each Party shall: (i) ensure that it is duly organized, validly existing and in good standing under the laws of Florida; (ii) maintain all requisite federal, state and local authority, permits and licenses necessary or appropriate to operate and to carry out its obligations under this Agreement; (iii) monitor its performance of administrative functions on an ongoing basis to ensure compliance with applicable DCF performance standards and guidelines; and (iv) notwithstanding any term or provision in this Agreement to the contrary, remain ultimately responsible for assuring that it is operating in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

4.7.4. General Provisions

4.7.4.1. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that each Party is subject to the Florida Public Records Act under the Florida Contract and under Chapter 119, Florida Statutes. Nonetheless, in the event that a Party becomes legally compelled to disclose any of the Confidential Proprietary Information (the "Compelled Party"), the Compelled Party will provide the other Party with prompt notice thereof so that the other Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained by the other Party, the Compelled Party will furnish or cause to be furnished only that minimum portion of the Confidential Proprietary Information which the Compelled Party is legally required to furnish.

4.7.4.2. Severability

The illegality, unenforceability, or ineffectiveness of any provision of this Agreement shall not affect the legality, enforceability or effectiveness of any other provision of this Agreement. If any provision of this Agreement, or the application thereof shall, for any reason and to any extent, be deemed invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons, entities, or circumstances, nor any other instrument referred to in this Agreement shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

4.9.5 Authority to Bind

By signature below, each signatory represents and warrants that such person is duly authorized to enter into this Agreement on the respective Party's behalf and is duly authorized to bind such Party to the terms applicable to each.



Meridian Behavioral Health, Inc.
 AGENCY
 ME021
 CONTRACT #

1/12/2024
 Date
 FYE 23-24
 Fiscal Year

SAMH PROJECTED OPERATING AND CAPITAL BUDGET

PART I: PROJECTED FUNDING SOURCES & REVENUES

FUNDING SOURCES & REVENUES	DCF/LSFHS	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Total Revenue
IA. STATE SAMH FUNDING									
(1) Management, Oversight and Administration	\$ 222,000.00								\$222,000
(2) Services Revenue	\$								\$0
IB. OTHER GOVT. FUNDING									
(1) Other State Agency Funding		\$	\$	\$	\$	\$	\$	\$	\$0
(2) Medicaid		\$	\$	\$	\$	\$	\$	\$	\$0
(3) Local Government		\$	\$	\$	\$	\$	\$	\$	\$0
(4) Federal Grants and Contracts		\$	\$	\$	\$	\$	\$	\$	\$0
(5) In-kind from local govt. only		\$	\$	\$	\$	\$	\$	\$	\$0
TOTAL GOVERNMENT FUNDING =	\$222,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$222,000
IC. ALL OTHER REVENUES									
(1) 1st & 2nd Party Payments		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(2) 3rd Party Payments (except Medicare)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(3) Medicare		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(4) Contributions and Donations		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(5) Other Grants and Contracts		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(6) In-kind		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
TOTAL ALL OTHER REVENUES =	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECTED FUNDING =	\$222,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$222,000

EXPENSE CATEGORIES	DCF	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Total Expenses
IIA. PERSONNEL EXPENSES									
(1) Salaries	\$ 122,035.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$122,035
(2) Fringe Benefits	\$ 24,407.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$24,407
TOTAL PERSONNEL EXPENSES =	\$146,442	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$146,442
IIB. OTHER EXPENSES									
(1) Building Occupancy	\$12,000								\$12,000

(2) Professional Services	\$3,000									\$3,000
(3) Travel	\$6,017									\$6,017
(4) Equipment	\$0									\$0
(5) Food Services	\$0									\$0
(6) Medical and Pharmacy	\$25,000									\$25,000
(7) Subcontracted Services	\$0									\$0
(8) Insurance	\$2,439									\$2,439
(9) Interest Paid	\$0									\$0
(10) Operating Supplies & Expenses	\$7,560									\$7,560
(11) Donated Items	\$0									\$0
(12) Other Expense	\$0									\$0
TOTAL OTHER EXPENSES =	\$56,016	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56,016
TOTAL PERSONNEL & OTHER EXPENSES =	\$202,458	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$202,458
IIC. DISTRIBUTED INDIRECT COSTS										
(a) Other Support Costs (Optional)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$0
(b) Administration	\$19,542	\$	\$	\$	\$	\$	\$	\$	\$	\$19,542
TOTAL DISTRIBUTED INDIRECT COSTS =	\$19,542	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,542
TOTAL ALLOWABLE OPERATING EXPENSES =	\$222,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$222,000
IID. UNALLOWABLE COSTS										
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$0
IIE. CAPITAL EXPENDITURES										
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$0
TOTAL PROJECTED OPERATING EXPENSES =	\$222,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$222,000

IIG. BUDGET NARRATIVE (attach separate set of workpapers)

PART III: CERTIFICATION

I certify the above to be an accurate projection and in agreement with this agency's records and with the terms of this agency's contract.

Ashley Tozier, LMHC

SVP, Medical Services

1/12/2024

Signature

Title

Date

SAMH PROJECTED OPERATING AND CAPITAL BUDGET PERSONNEL DETAIL

Meridian Behavioral Healthcare, Inc.

1/12/2024

AGENCY

DATE

POSITION TITLE / NUMBER		Total Agency		DCF ME Contract		
		# of FTE	Annual Salary Cost	% of Time	# of FTE	Salary
1	Peer Specialist	2.0	\$33,280	100%	2.00	\$66,560
2	Clinician/Navigator	1.0	\$49,875	100%	1.00	\$49,875
3	PRN	0.2	\$5,600	20%	1.00	\$5,600
4					0.00	\$0
5					0.00	\$0
6					0.00	\$0
7					0.00	\$0
8					0.00	\$0
9					0.00	\$0
10					0.00	\$0
11					0.00	\$0
12					0.00	\$0
13					0.00	\$0
14					0.00	\$0
15					0.00	\$0
16					0.00	\$0
17					0.00	\$0
18					0.00	\$0
19					0.00	\$0
20					0.00	\$0
21					0.00	\$0
22					0.00	\$0
23					0.00	\$0
24					0.00	\$0
25					0.00	\$0
26					0.00	\$0
27					0.00	\$0
28					0.00	\$0
29					0.00	\$0
30					0.00	\$0
Totals		3.2	\$88,755		4.00	\$122,035



SAMH PROJECTED OPERATING AND CAPITAL BUDGET Budget Narrative

Meridian Behavioral Health, Inc.

1/12/2024

AGENCY	Date
	DCF/LSFHS
I.A. PERSONNEL EXPENSES	
(1) Salaries	<i>See Personnel Detail</i>
(2) Fringe Benefits	This is the cost that support the benefits for staff and includes: Health Insurance, Retirement, Medicare Tax, Unemployment Tax, Worker's Compensation, Self-Insurance Unemployment, Clinical Supervision, Life Insurance and EAP.
I.IB. OTHER EXPENSES	
(1) Building Occupancy	This includes a percentage of the cost for repairs and maintenance, rent, utilities, cleaning supplies and supports including allocated square footage assigned to staff in the Hospital Bridge Program. Calculated at \$1,000/monthly X 12 months.
(2) Professional Services	This is for IT and health information management supports, installations, licenses for staff and to set up and provide telehealth capabilities for staff at the hospitals. Calculated at \$1,000 per FTE X 3.
(3) Travel	Mileage is provided for staff to travel to provide face-to-face Hospital Bridge Program services. Mileage is calculated at .45/mile. Estimated at 257.14 miles per week for 52 weeks at .45 cents per mile
(4) Equipment	N/A
(5) Food Services	N/A
(6) Medical and Pharmacy	Estimated based on the cost of medications and the number of users for Buprenorphine, Vivitrol, Methadone and other medications.
(7) Subcontracted Services	N/A
(8) Insurance	Insurance is for professional liability for all new staff. Calculated at \$812.90 X 3 staff.
(9) Interest Paid	N/A
(10) Operating Supplies & Expenses	<p>Laptops - Calculated at 3 laptops X 900.00 each.</p> <p>Laptops are for all staff budgeted in the proposal for data entry, progress notes, correspondence and electronic communication in the field or on-site to provide services as outlined in the proposal. Laptops are equipped with wireless capabilities, software, firewall/security and carrying case. All costs are based on the retail value at the time this application was prepared.</p> <p>General Office Supplies - Calculated at \$150/month X 12 months.</p> <p>General Office Supplies – Office supplies are needed for the operation of the program</p> <p>Smartphones - Calculated at \$60/month X 3 staff X 12 months for monthly rates for each staff and \$900 for the purchase of the phones.</p> <p>Smartphones will be necessary for staff to maintain field communication, on-call, and communication with participants and referral sources related to the Hospital Bridge Program.</p>
(11) Donated Items	N/A
(12) Other Expense	N/A
I.IC. DISTRIBUTED INDIRECT COSTS	
(a) Other Support Costs (Optional)	N/A

(b) Administration

Administrative costs are to cover all related cost to administer and provide support for this grant through various departments such as Human Resources, Risk Management, Executive Management, Purchasing/Payables, and Decision Support. Calculated at 10% of total expense.

SAMH PROJECTED OPERATING AND CAPITAL BUDGET



Columbia County Sheriff's Office
AGENCY
 PO037
CONTRACT #

3/6/2024
Date
 2023-24
Fiscal Year

PART I: PROJECTED FUNDING SOURCES & REVENUES

FUNDING SOURCES & REVENUES	DCF/LSFHS	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Total Revenue
IA. STATE SAMH FUNDING									
(1) Management, Oversight and Administration	\$ 106,000.00								\$106,000
(2) Services Revenue	\$								\$
IB. OTHER GOVT. FUNDING									
(1) Other State Agency Funding		\$	\$	\$	\$	\$	\$	\$	\$
(2) Medicaid		\$	\$	\$	\$	\$	\$	\$	\$
(3) Local Government		\$	\$	\$	\$	\$	\$	\$	\$
(4) Federal Grants and Contracts		\$	\$	\$	\$	\$	\$	\$	\$
(5) In-kind from local govt. only		\$	\$	\$	\$	\$	\$	\$	\$
TOTAL GOVERNMENT FUNDING =	\$106,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$106,000
IC. ALL OTHER REVENUES									
(1) 1st & 2nd Party Payments		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(2) 3rd Party Payments (except Medicare)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(3) Medicare		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(4) Contributions and Donations		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(5) Other Grants and Contracts		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(6) In-kind		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ALL OTHER REVENUES =	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECTED FUNDING =	\$106,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$106,000

EXPENSE CATEGORIES	DCF	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Total Expenses
IIA. PERSONNEL EXPENSES									
(1) Salaries	\$ 67,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$67,500
(2) Fringe Benefits	\$ 13,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$13,500
0.833333333 TOTAL PERSONNEL EXPENSES =	\$81,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$81,000
IIB. OTHER EXPENSES									

(1) Building Occupancy	\$25,000									\$25,000
(2) Professional Services										\$0
(3) Travel										\$0
(4) Equipment										\$0
(5) Food Services										\$0
(6) Medical and Pharmacy										\$0
(7) Subcontracted Services										\$0
(8) Insurance										\$0
(9) Interest Paid										\$0
(10) Operating Supplies & Expenses										\$0
(11) Donated Items										\$0
(12) Other Expense										\$0
TOTAL OTHER EXPENSES =	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
TOTAL PERSONNEL & OTHER EXPENSES =	\$106,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$106,000
IIC. DISTRIBUTED INDIRECT COSTS										
(a) Other Support Costs (Optional)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$0
(b) Administration	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$0
TOTAL DISTRIBUTED INDIRECT COSTS =	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL ALLOWABLE OPERATING EXPENSES =	\$106,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$106,000
IID. UNALLOWABLE COSTS										
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$0
III. CAPITAL EXPENDITURES										
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$0
TOTAL PROJECTED OPERATING EXPENSES =	\$106,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$106,000

IIG. BUDGET NARRATIVE (attach separate set of workpapers)

PART III: CERTIFICATION

I certify the above to be an accurate projection and in agreement with this agency's records and with the terms of this agency's contract.

Signature Title Date

SAMH PROJECTED OPERATING AND CAPITAL BUDGET PERSONNEL DETAIL

Columbia County Sheriff's Office

3/6/2024

AGENCY

DATE

POSITION TITLE / NUMBER		Total Agency		DCF ME Contract		
		# of FTE	Annual Salary Cost	% of Time	# of FTE	Salary
1	Licensed Substance Abuse Counselor	1.0	\$81,000	83%	0.83	\$67,500
2					0.00	\$0
3					0.00	\$0
4					0.00	\$0
5					0.00	\$0
6					0.00	\$0
7					0.00	\$0
8					0.00	\$0
9					0.00	\$0
10					0.00	\$0
11					0.00	\$0
12					0.00	\$0
13					0.00	\$0
14					0.00	\$0
15					0.00	\$0
16					0.00	\$0
17					0.00	\$0
18					0.00	\$0
19					0.00	\$0
20					0.00	\$0
21					0.00	\$0
22					0.00	\$0
23					0.00	\$0
24					0.00	\$0
25					0.00	\$0
26					0.00	\$0
27					0.00	\$0
28					0.00	\$0
29					0.00	\$0
30					0.00	\$0
Totals		1.0	\$81,000		0.83	\$67,500



SAMH PROJECTED OPERATING AND CAPITAL BUDGET Budget Narrative

Columbia County Sheriff's Office

3/6/2024

AGENCY	Date
	DCF/LSFHS
IIA. PERSONNEL EXPENSES	
(1) Salaries	\$81,000
(2) Fringe Benefits	Salaries/Fringe includes base salary, overtime, FICA, taxes, retirement, & health insurance.
IIB. OTHER EXPENSES	
(1) Building Occupancy	
(2) Professional Services	
(3) Travel	
(4) Equipment	
(5) Food Services	
(6) Medical and Pharmacy	
(7) Subcontracted Services	
(8) Insurance	
(9) Interest Paid	
(10) Operating Supplies & Expenses	Supplies includes training & material kits/booklets for 10 schools 765 fifth grade students (\$25,000.
(11) Donated Items	
(12) Other Expense	
IIC. DISTRIBUTED INDIRECT COSTS	
(a) Other Support Costs (Optional)	
(b) Administration	

SAMH PROJECTED OPERATING AND CAPITAL BUDGET



Columbia County Fire Rescue
AGENCY

PO038

CONTRACT #

3/6/2024

Date

2023-24

Fiscal Year

PART I: PROJECTED FUNDING SOURCES & REVENUES

FUNDING SOURCES & REVENUES	DCF/LSFHS	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Total Revenue
IA. STATE SAMH FUNDING									
(1) Management, Oversight and Administration	\$ 320,483.00								\$320,483
(2) Services Revenue	\$								\$0
IB. OTHER GOVT. FUNDING									
(1) Other State Agency Funding		\$	\$	\$	\$	\$	\$	\$	\$0
(2) Medicaid		\$	\$	\$	\$	\$	\$	\$	\$0
(3) Local Government		\$	\$	\$	\$	\$	\$	\$	\$0
(4) Federal Grants and Contracts		\$	\$	\$	\$	\$	\$	\$	\$0
(5) In-kind from local govt. only		\$	\$	\$	\$	\$	\$	\$	\$0
TOTAL GOVERNMENT FUNDING =	\$320,483	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$320,483
IC. ALL OTHER REVENUES									
(1) 1st & 2nd Party Payments		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(2) 3rd Party Payments (except Medicare)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(3) Medicare		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(4) Contributions and Donations		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(5) Other Grants and Contracts		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
(6) In-kind		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
TOTAL ALL OTHER REVENUES =	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECTED FUNDING =	\$320,483	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$320,483

EXPENSE CATEGORIES	DCF	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Other Funding Source	Total Expenses
IIA. PERSONNEL EXPENSES									
(1) Salaries	\$ 66,500.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$66,500
(2) Fringe Benefits	\$ 40,858.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$40,858
TOTAL PERSONNEL EXPENSES =	\$107,358	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$107,358
IIB. OTHER EXPENSES									

(1) Building Occupancy										\$0
(2) Professional Services										\$0
(3) Travel										\$0
(4) Equipment	\$31,500									\$31,500
(5) Food Services										\$0
(6) Medical and Pharmacy	\$143,530									\$143,530
(7) Subcontracted Services										\$0
(8) Insurance										\$0
(9) Interest Paid										\$0
(10) Operating Supplies & Expenses	\$28,095									\$28,095
(11) Donated Items										\$0
(12) Other Expense										\$0
TOTAL OTHER EXPENSES =	\$203,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$203,125
TOTAL PERSONNEL & OTHER EXPENSES =	\$310,483	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$310,483
IIC. DISTRIBUTED INDIRECT COSTS										
(a) Other Support Costs (Optional)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$0
(b) Administration	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$0
TOTAL DISTRIBUTED INDIRECT COSTS =	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL ALLOWABLE OPERATING EXPENSES =	\$310,483	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$310,483
IID. UNALLOWABLE COSTS										
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$0
IIE. CAPITAL EXPENDITURES										
	\$10,000	\$	\$	\$	\$	\$	\$	\$	\$	\$10,000
TOTAL PROJECTED OPERATING EXPENSES =	\$320,483	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$320,483

IIG. BUDGET NARRATIVE (attach separate set of workpapers)

PART III: CERTIFICATION

I certify the above to be an accurate projection and in agreement with this agency's records and with the terms of this agency's contract.

Signature Title Date

SAMH PROJECTED OPERATING AND CAPITAL BUDGET PERSONNEL DETAIL

Columbia County Fire Rescue

3/6/2024

AGENCY

DATE

POSITION TITLE / NUMBER		Total Agency		DCF ME Contract		
		# of FTE	Annual Salary Cost	% of Time	# of FTE	Salary
1	Paramedicine Medic Position	1.0	\$107,358	62%	0.62	\$66,500
2					0.00	\$0
3					0.00	\$0
4					0.00	\$0
5					0.00	\$0
6					0.00	\$0
7					0.00	\$0
8					0.00	\$0
9					0.00	\$0
10					0.00	\$0
11					0.00	\$0
12					0.00	\$0
13					0.00	\$0
14					0.00	\$0
15					0.00	\$0
16					0.00	\$0
17					0.00	\$0
18					0.00	\$0
19					0.00	\$0
20					0.00	\$0
21					0.00	\$0
22					0.00	\$0
23					0.00	\$0
24					0.00	\$0
25					0.00	\$0
26					0.00	\$0
27					0.00	\$0
28					0.00	\$0
29					0.00	\$0
30					0.00	\$0
Totals		1.0	\$107,358		0.62	\$66,500



SAMH PROJECTED OPERATING AND CAPITAL BUDGET Budget Narrative

AGENCY	Date
Columbia County Fire Rescue	3/6/2024
DCF/LSFHS	
IIA. PERSONNEL EXPENSES	
(1) Salaries	\$66,500.00
(2) Fringe Benefits	Salary/fringe includes base salary, FICA, taxes, retirement and health insurance
IIB. OTHER EXPENSES	
(1) Building Occupancy	
(2) Professional Services	
(3) Travel	
(4) Equipment	See Narrative Details tab less Vehicle - Chevorlet Traverse, see Capital Line item below.
(5) Food Services	0
(6) Medical and Pharmacy	See Narrative Details tab
(7) Subcontracted Services	0
(8) Insurance	
(9) Interest Paid	
(10) Operating Supplies & Expenses	See Narrative Details tab
(11) Donated Items	0
(12) Other Expense	
IIC. DISTRIBUTED INDIRECT COSTS	
(a) Other Support Costs (Optional)	
(b) Administration	
IIE. CAPITAL EXPENDITURES	
IIE. CAPITAL EXPENDITURES	\$10,000 Vehicle Lease of Chevorlet Traverse for 5 years or 50,000 miles, whichever comes first.

Community Paramedicine Startup Supplies

<u>Medical Supplies</u>	<u>Price</u>	<u>Total price</u>
Zoll X Series		65,000.00
(spare cables, battery)		3,500.00
Tramua Bag/Kit (Zoll Mobilized Rescue System)		3,000.00
O2 Bag	1,000.00	2,000.00
Med Bag	750.00	1,500.00
Misc. Med Supplies/Drugs		30,000.00
Intubation Kit (Infinium ClearVue VL3R)		3,500.00
Broselow Bag (Fully Stocked)		3,000.00
Laerdal Suction Unit		1,500.00
IO		1,250.00
Defibtech Lifeline Arm		15,000.00
MedVault		2,500.00
Stair Chair		6,000.00 (or 12,000)
Mangar ELK Lifting Cushion		2,200.00
Mega Mover	40.00	80.00
Mangar Camel Lifting Chair		3,500.00
Total Medical Supplies		143,530.00
<u>Vehicle</u>		
Chevrolet Traverse		10,000.00
Striping		2,000.00
Lights		1,500.00
Compartment Organizer		5,000.00
CAD Tablet with mount		3,000.00
Vehicle radio		20,000.00
Total Vehicle		41,500.00
<u>Office</u>		
Computer		3,500.00
Cell Phone		800.00
Desk phone		900.00
Pager		500.00
Furniture		5,900.00
Portable radio		9,000.00
Advertisement		1,900.00
Flyers		700.00
Office Supplies		4,000.00
Total Office Supplies		27,200.00
<u>Uniform</u>		
Polo (x5)	40.00	200.00
Pants (x5)	65.00	325.00

Boots		125.00
Belt		35.00
Jacket		80.00
T-shirt (short sleeve x5)	18.00	90.00
T-shirt (long sleeve x2)	20.00	40.00
Total Uniform		895.00
Salary and Benefits		107,358.00
Total Startup Costs		320,483.00



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 3/15/2024 Meeting Date: 3/21/2024

Department: Economic Development

1. Nature and purpose of agenda item:

In response to the County's RFP for a rail provider within the North Florida Mega Industrial Park, Columbia County Economic Development has been facilitating the negotiation of an agreement between the County and Gulf & Atlantic Railways. The agreement was drafted by the County's rail attorney and consultant in conjunction with the County Attorney and CCED.

2. Recommended Motion/Action:

Approve the Rail Development Agreement with Gulf and Atlantic Railways.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

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DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") is entered into this _____th day of _____, 2024 (the "**Effective Date**"), by and between Columbia County, Florida, an agency of the State of Florida ("**County**") and "New Gulf & Atlantic Entity, LLC"¹, a Delaware limited liability company ("**NGA**" and, together with the County, the "**Parties**").

WHEREAS, the County is assisting with the development of the North Florida Mega Industrial Park ("**NFMIP**"), a planned industrial facility to be served by both trucks and rail located in the County east of Lake City, Florida, described on Exhibit A ("**Conceptual Site Plan**") attached hereto and incorporated herein by this reference; and

WHEREAS, the County owns the property and railroad track connecting the NFMIP to the Florida, Gulf & Atlantic Railroad ("**FGA**"), described on Exhibit A (track and underlying property is referred to herein as "**Existing Track**"); and

WHEREAS, to enhance the development of NFMIP, the County desires to secure rail service to and within NFMIP, and to establish efficient and economical rail connections providing future tenants of NFMIP ("**Tenants**") access to both CSX Transportation, Inc. ("**CSXT**") and Norfolk Southern Railway Company ("**NSR**"); and

WHEREAS, the County desires that NGA provide said rail access for Tenants to both CSXT and NSR by establishing interchange with FGA and performing common carrier rail and rail-related services to Tenants within NFMIP; and

WHEREAS, it is the County's intention to purchase from Weyerhaeuser Corporation ("**WC**") the right-of-way necessary within the NFMIP to allow NGA to operate on track to be constructed to affect rail service to Tenants ("**Facility Track**"); and

WHEREAS, it is the County's desire to lease to NGA and NGA's desire to lease from the County the Existing Track, and the right of way necessary to construct and operate the Initial NGA Track (as defined below) and the Facility Track; and

WHEREAS, NGA and the County wish to establish terms and conditions for the funding, construction, development, maintenance, and replacement of rail infrastructure within NFMIP, and for the establishment of sustainable rail service to Tenants within NFMIP.

NOW THEREFORE, in consideration of the premises and mutual undertakings set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and NGA, intending to be lawfully bound, agree as follows:

Article 1. Incorporation.

All definitions and all other provisions contained in the Whereas clauses stated above are

¹ Gulf & Atlantic Railways, LLC intends to form a subsidiary ("**NGA**") that will execute this Agreement and take regulatory action required to perform the contemplated railroad operations set forth herein. NGA is intended solely as a placeholder name pending final agreement.

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incorporated herein by reference as if more fully set forth herein.

Article 2. Land Lease, Track Design and Construction

2.1 Subject to the terms and conditions hereof, the County hereby leases for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Existing Track and right of way sufficient to operate the Existing Track, to NGA effective as of the Effective Date, provided that the Existing Track shall be leased in “AS IS, WHERE IS” condition and without any express or implied warranties, including but not limited to any warranties of title, merchantability, habitability, or fitness for a particular purpose. NGA acknowledges that it has inspected the Existing Track and accepts it in its current condition and NGA deems it appropriate for all purposes, including NGA’s intended use. NGA leases the Existing Track and right of way sufficient to operate the Existing Track subject to the terms and conditions of this Agreement and all existing agreements, encroachments, easements, occupancies, reservations, deed obligations and similar covenants, rights, title defects and other impediments, whether or not recorded.

2.2 NGA shall negotiate with the County a lease of real estate within NFMIP for construction and operation of the Facility Track (the “Facility Track Lease”). The Facility Track Lease shall be amended from time to time by NGA and the County to add additional right-of-way required to construct additional Facility Track for NGA provide rail service to new Tenants.

2.3 At its sole cost and expense, NGA will be responsible for the design and engineering of all Facility Track and Related Structures to be owned by NGA within NFMIP. “**Related Structures**” shall mean all structures and facilities on or related to the presence or operation of the Facility Track, including but not limited to all bridges, culverts, turnouts, signals, highway crossings and warning devices, switches, signage, and track and related facilities to be constructed within NFMIP. NGA shall be responsible for all expenses associated with design and engineering of Facility Track., NGA shall produce written plans (the “**Plans**”) for the Facility Track. The Plans will conform in all aspects with track design and constructions standards issued by CSXT, as updated and amended from time to time. Amendments to the Plans shall be proposed in writing by either the County or NGA, promptly reviewed by the County once prepared by NGA, and approved by mutual consent of the Parties. Any proposed amendments to the Plans shall include, but not be limited to, the materials to be used, the engineering specifications for the new track (including curvature and elevation), and a schedule for completion. Upon completion of construction of any new Facility Track, NGA shall advise the County of the completion of construction and provide “as built” Plans to the Parties.

2.4 The goal of the Parties is to ultimately (i) have NGA design, construct, own and operate the Facility Track and the Initial NGA Track, and to lease and operate the Existing Track (referred to collectively as “**NGA Track**”) extending from the connection to FGA to any Tenants of NFMIP, (ii) make rail service available to as many Tenants as possible, and (iii) construct the Facility Track sequentially to satisfy demand for rail service, under commercially reasonable terms. The initial NGA Track Plans are attached as Exhibit B hereto and incorporated herein by reference (“**Initial NGA Track Plans**”), and reflect the “Initial NGA Track”, which shall be constructed by NGA from the eastern edge of the Existing Track to the eastern edge of Tyre Road. The Initial NGA Track shall be constructed at NGA’s sole cost and expense, pursuant to the terms

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of this Agreement (“**NGA Initial Investment**”). Future Facility Track plans shall be created, and future Facility Track built, in the event a future Tenant commits to ship loaded rail cars in a quantity that generates the required revenue within a reasonable period to support NGA’s expense of building the future NGA Track. For the avoidance of doubt, the Initial NGA Investment (i) is not supported by the revenue expected to be generated by the current Tenant’s expected rail car shipments, and (b) shall not be included in Qualifying Costs (as defined below). Future Facility Track shall only be built if, in NGA’s reasonable discretion, a complete recoupment of NGA’s out of pocket expenses for construction of that Future Track is expected to be realized within a reasonable period of time. The County should provide prompt notice to NGA of all opportunities described in Article 6 in order to permit NGA to perform an analysis of the opportunity and make a determination within sixty (60) days of learning of the opportunity. Notwithstanding the foregoing, NGA shall act in good faith to increase rail-served Tenants within NFMIP by making reasonable future investments in Facility Track.

2.5 At its sole cost and expense, NGA will review plans for, and approve if appropriate, all tracks to be constructed by rail-served Tenants within NFMIP to be built and maintained by third parties at their sole cost and expense and to be operated on property owned or leased by third parties (collectively, the “**Industry Track**”).

2.6 At its sole cost and expense, NGA will be responsible for securing all applicable permits, licenses, authorizations and permissions (collectively, the “**Permits**”) for construction of the Initial NGA Track and the Facility Track. NGA will construct the Initial NGA Track in a timely manner, which shall ensure that each Tenant has access to rail service on or about the date each Tenant completes construction of its facility within NFMIP. NGA shall construct new Facility Track to extend the Initial NGA Track serving NFMIP eastward, in compliance with the Plans, in advance of the completion of any tenant facility requiring rail service, and in time to provide such service to the tenant, in conformance with the terms of this Agreement. In exchange for NGA’s construction of Initial NGA Track, the County will quitclaim thirty (30) acres of land within NFMIP to NGA, as identified in Exhibit E, attached hereto and incorporated herein by reference. NGA will work diligently to further extend the scope of the Facility Track to the eastern boundary of NFMIP, in accordance with the terms of this Agreement and as agreed in writing by the Parties. Facility Track construction will conform with all recommended practices and specifications published from time to time by the American Railway Engineering and Maintenance-of-Way Association (“**AREMA**”).

2.7 NGA and its affiliates shall:

2.7.1 use reasonable commercial efforts to establish, at a sole cost and expense to be negotiated among NGA, the County, and interested third parties, a direct rail connection between NFMIP and NSR’s rail line located at or near Lake City, Florida;

2.7.2 if a direct rail connection is established from the NFMIP with NSR, assure that there are no operational or commercial restrictions or other conditions or impediments on the interchange of rail traffic between NGA and NSR (whether utilizing FGA or otherwise);

2.7.3 if a direct rail connection is established from the NFMIP with NSR,

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establish efficient and economical interchange terms with NSR for traffic originating or terminating at NFMIP;

2.7.4 if a direct rail connection is established with NSR from the NFMIP, keep the new interchange with NSR open for the Term of this Agreement; and

2.7.5 support efforts for federal and state grant money to facilitate further rail-served development of NFMIP and a potential track connection between NFMIP and NSR.

Article 3. Track Inspection and Transfer of Ownership

3.1 The County shall have a right to inspect NGA Track upon at least forty-eight hours advance written notice. During the County’s inspection, the County and NGA shall prepare a “punch list” of items to be corrected, if any, which NGA shall correct at its sole cost and expense to the County’s reasonable satisfaction within fourteen (14) days after receipt of the County’s punch list.

3.2 NGA will own all components of the Facility Track when constructed by NGA, whether installed on the Facility Track or awaiting installation at NFMIP. NGA will own the Facility Track for the Term of this Agreement. Upon termination or expiration of this Agreement, NGA will transfer ownership of the NGA Track to the County, or to the County’s designee, through issuance of a bill of sale or other appropriate documentation substantially in the form of Exhibit C, attached hereto and incorporated herein by reference. NGA will promptly remove all liens placed upon the NGA Track and will provide the County with proof of removal of the liens upon transfer to the County of NGA Track ownership. **NGA WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM ALL COSTS AND EXPENSES INCURRED BY THE COUNTY IN REMOVING ANY LIENS PLACED UPON THE NGA TRACK.** In the event ownership of NGA Track is transferred to the County or its designee upon termination or expiration of this Agreement, and in any event other than termination for breach by NGA, the County will reimburse NGA for the NGA Initial Investment plus 12% less the Net Qualifying Revenue (as defined in Article 11) from the time of the Effective Date.

Article 4. Track Maintenance

4.1 During the Term of this Agreement, NGA shall remain solely responsible, at its sole cost and expense, for the Routine Maintenance of the NGA Track and all other rail-related infrastructure within NFMIP, including but not limited to at-grade road crossings and warning devices for same. “Routine Maintenance” shall mean those items that are maintained on a week-to-week basis as required in order to minimize or eliminate disruption of service. Routine Maintenance shall include, but not be limited to, maintenance of rail joints (including replacing loose or missing bolts, identifying thermal stresses, and correcting joint tie defects); identification and corrective suggestions for gauge and alignment problems, surface and elevation deviations, and visible rail defects; vegetation control; **snow and ice removal**; maintenance of turnouts, at-grade crossings and warning devices for same (including but not limited to active warning devices); replacement of a small number of ties (defined as fewer than 200 ties annually on the NGA Track); repair and inspection of all bridges, culverts, signals and switches; and replacement

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of rail in small sections (defined as less than 200 feet of rail on the NGA Track annually).

4.2 NGA and the County shall meet at NFMIP, on or near the Effective Date of this Agreement, and thereafter no less than every one (1) year thereafter (or more frequently, in the event of emergency), to discuss all needs identified by NGA subsequent to the prior on-site meeting for the performance of Out of Face Maintenance. "Out of Face Maintenance" shall include replacement of large numbers of ties (defined as more than 200 ties annually on the NGA Track); surface, alignment, and elevation problems; replacement of rail in large sections (defined as more than 200 feet of rail on the NGA Track annually); erosion and water control; and ultrasonic rail flaw detection. NGA and the County shall develop a plan for NGA's performance or supervision of Out of Face Maintenance to be completed over the following six (6) month period. NGA will bear all cost and expense for all labor, materials and related taxes to complete Out of Face Maintenance projects.

4.3 Tenants shall be responsible, at their sole cost and expense, for maintenance of railroad track and related structures (such as gates and derails) on property leased or owned by Tenants.

Article 5. Common Carrier Status

5.1 Subject to the terms and conditions herein, during the Term of this Agreement, the County grants NGA an exclusive license to provide common carrier rail and rail-related services to NFMIP. NGA shall secure all necessary authority or exemption from the Surface Transportation Board ("STB") to operate to and within NFMIP as a common carrier by rail, at its sole cost and expense. The Parties agree that NGA will operate the Existing Track as regulated main line track, and the Initial NGA Track and the Facility Track will be operated as ancillary track pursuant to 49 C.F.R. § 10906.

5.2 In all instances, NGA shall provide the County with a draft of any STB document it intends to file at least seven (7) days prior to filing the document at the STB and the County shall provide NGA with a draft of any STB document it intends to file at least seven (7) days prior to filing the document at the STB.

5.3 NGA will not seek abandonment or discontinuance authority on any NGA Track without the written approval of the County, which may be delayed, conditioned or denied in the County's sole discretion. NGA will not issue any embargo notice on NGA Track without the written approval of the County, which may be delayed, conditioned or denied in the County's sole discretion, except for where track, bridge or other physical impairments warrant an embargo.

5.4 At its sole cost and expense, upon the termination or expiration of this Agreement for any reason, NGA shall promptly file and diligently prosecute an application, petition or notice for abandonment authority at the STB (or, at the County's election, in lieu of NGA filing an abandonment, a third party may file a change of operator notice or petition at the STB, and NGA shall support such filing). Unless otherwise consented to by the County, which consent may be delayed, conditioned or denied in the County's sole discretion, if the County does not elect that a third party file a change of operator notice or petition at the STB, and NGA does not file for

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abandonment authority or exemption within thirty (30) days of the expiration or termination of this Agreement, the County shall have power of attorney to act on NGA’s behalf to secure said authority or exemption, at the sole cost and expense of NGA.

5.5 In partial consideration for the County’s agreement to admit NGA to NFMIP, neither NGA nor any of its affiliates will make any claim that either the County or WC has or had any common carrier status at NFMIP.

Article 6. Cooperative Marketing

6.1 The Parties will jointly market the sites at the NFMIP to rail-served potential tenants and will share contacts and opportunities in order to secure the best outcomes for the NFMIP. Prior to responding to a request for proposal or other request for information from potential tenants, the Parties shall provide information related to the opportunity to the other Party.

Article 7. General Responsibilities and Prohibitions

7.1 NGA shall perform the following general responsibilities pursuant to this Agreement, at its sole cost and expense:

7.1.1 Provide the locomotives, tools and equipment necessary in order to provide rail service to Tenants;

7.1.2 Supply fully trained, qualified, and certified train crews, and clerical, administrative and support personnel (“**Employees**”) as necessary to provide rail service to the Tenants located at NFMIP. The Employees shall be and remain the sole employees of NGA, and NGA shall be responsible for the payment of salaries, payroll taxes, withholding taxes (including but not limited to Railroad Retirement taxes), health and welfare benefits, and all other payments to or on account of the Employees;

7.1.3 Respond to and provide common carrier rail service to Tenants upon reasonable request and in conformance with 49 U.S.C. 11101;

7.1.4 Enter into transportation contracts with Tenants in conformance with 49 U.S.C. 10709;

7.1.5 Publish tariffs providing for rates and charges for linehaul and ancillary services for Tenants as needed;

7.1.6 Assure that all rates and charges assessed to all Tenants do not discriminate in any way between traffic to be interchanged to CSXT and traffic to be interchanged to NSR, once a new direct connection between the NFMIP and NSR is completed;

7.1.7 Issue bills of lading or waybills:

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7.1.8 Collect any rates, demurrage, allowances, switch and accessorial charges, and all other charges;

7.1.9 Coordinate the interchange of rail cars with connecting carriers;

7.1.10 Meet with potential and existing Tenants, and market the rail services available at NFMIP on its own and in conjunction with the County and all other interested parties as identified by the County;

7.1.11 Inspect each rail car for AAR defects;

7.1.12 Promulgate written rules, regulations, and standards applicable to the provision of service on the NGA Track;

7.1.13 Provide office equipment (other than any equipment supplied by the County, if any) necessary for NGA's operations under this Agreement. Said equipment shall be maintained by NGA and it shall bear all risk of loss or damage to its equipment;

7.1.14 Extend credit to Tenants on reasonable and non-discriminatory commercial bases, consistent with its tariff and common carrier railroad practices;

7.1.15 Actively market rail service opportunities at NFMIP and the development of new rail movements with existing Tenants, cooperate in joint marketing efforts with the County, and provide in-person representation of NGA for marketing meetings at NFMIP.

7.1.16 Assist the County with investigating, applying for (including being the named applicant for, if required), and finalizing grants available for the development and expansion of NFMIP, on reasonable and mutually acceptable commercial terms.

7.1.17 NGA shall have the right and obligation to review any application by the County or a third party to install any permanent utility or other structure over or under the NGA Track or to utilize any portion of the property that is twenty-five (25) feet of the centerline of NGA Track. NGA shall have thirty (30) days from the date NGA receives an application to review and approve or deny same, and NGA's approval of any application shall not be unreasonably withheld, conditioned or delayed. If NGA owns the real estate on which the permanent utility or structure is to be placed, NGA shall be entitled to reasonable and customary application and review fee, as well as an annual license for occupancy above or below NGA Track.

7.2 The following shall be prohibited for NGA to undertake during the Term of this Agreement, except in the event that the County gives its prior written approval of the activity, said approval to be conditioned, delayed or denied at the County's discretion:

7.2.1 Causing or allowing any lien to be placed on any infrastructure within NFMIP;

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7.2.2 Amending or terminating any contract governing addition, removal or alteration of improvements to the real estate within NFMIP, except as may be incidental to any industry track agreement executed by NGA and a Tenant;

7.2.3 Waiving or otherwise diminishing or discharging the responsibilities and obligations of third parties to the County;

7.2.4 Assigning or delegating NGA's common carrier operating responsibilities under this Agreement to a third party;

7.2.5 Selling or otherwise disposing of any assets of the County;

7.2.6 Taking any action in the name of the County;

7.2.7 Refueling or servicing any locomotive or other motive power within NFMIP; or

7.2.8 Admitting any third party to NFMIP, other than (i) contractors to perform NGA's obligations hereunder, and (ii) potential tenants of NFMIP to tour available facilities. Outside of such contractors, NGA shall have no right to grant easements, licenses, leases, rights of entry or any other form of permitted or allowed access to NFMIP.

7.3 The County shall perform the following functions pursuant to this Agreement, at its sole cost and expense:

7.3.1 Review NGA tariffs and other such public documents;

7.3.2 Review NGA's operating rules and procedures, and amendments thereto;

7.3.3 Bar any NGA employee from further service at NFMIP, if the employee is found after reasonable investigation to present a threat to the safety of persons or property at NFMIP, or to have taken actions not consistent with the best interests of NFMIP;

7.3.4 Actively market rail service opportunities at NFMIP and the development of new rail movements with existing Tenants, cooperate in joint marketing efforts with the NGA, provide in-person representation of the County for marketing meetings at NFMIP, and provide prompt notice to NGA of all requests for proposal, requests for information or opportunities from existing or potential Tenants; and

7.3.5 Be responsible and liable for any real property or other state or local taxes assessed on the Existing Track or associated right-of-way by any governmental authority.

7.4 The following shall be prohibited for the County to undertake during the Term of this Agreement, except in the event that NGA gives its prior written approval of the activity, said approval to be conditioned, delayed or denied at NGA's discretion:

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7.4.1 Admitting any third party to operate rail service on the NGA Track during the Term of this Agreement.

Article 8. Operations

8.1 During the Term of this Agreement, NGA shall be the exclusive rail and rail-related services provider at NFMIP reflecting high service standards as recognized in the rail industry. NGA will be prompt and responsive to the service requests of all Tenants. NGA shall be the primary point of contact for all of the rail-related questions, concerns and complaints of Tenants.

8.2 NGA shall operate five (5) days a week if required by the service needs of the Tenants.

8.3 At its sole cost and expense, NGA will (i) establish a staffed, 24 hour per day, 365 days per year, call center for Tenants, emergency responders, and the public at large to contact NGA on any matter affecting or implicating rail service at NFMIP; (ii) notify Tenants annually of the existence of the call center, and (iii) place signs in prominent locations as agreed by NGA and the County advising all interested persons of the existence of the call center.

Article 9. Reporting, Audit and Record Keeping.

NGA will keep detailed records of all activities and transactions it undertakes pursuant to this Agreement. It will, upon reasonable notice and during normal business hours, permit the County to review and audit such records, at the County’s sole cost and expense. NGA will provide the County with reports concerning NGA’s operations (including but not limited to loaded and empty car counts and concerning the Routine Maintenance and Out of Face Maintenance of the NGA Track annually). In addition, NGA will promptly notify the County of any significant and material events related to the operation and maintenance of the NGA Track.

Article 10. Insurance.

10.1 At its sole cost and expense, NGA will obtain Railroad Liability insurance (occurrence form), with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence, and Ten Million Dollars \$10,000,000.00 aggregate, with retained limits of not more than \$500,000.00, with endorsement CG 24 17 issued and effective, and with all rights of subrogation waived. The County shall be named as an additional insured on the Railroad Liability policy. The County may obtain any additional coverage it desires at its sole cost and expense, but the Railroad Liability policy secured by NGA shall be primary in all instances.

10.2 In addition, at its sole cost and expense, NGA shall secure, and maintain in place through the Term of this Agreement, the following additional coverages:

Automobile Liability (combined Single Limit):	\$1,000,000.00
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10.3 NGA will supply the County with a Certificate of Liability (Acord 25) naming the County as an additional insured (with said endorsement demonstrating that the County’s additional insured status is on a primary and non-contributory basis) attached to the Certificate of Liability)

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and other evidence of all of the above coverages as reasonably requested by the County prior to the commencement of operations under this Agreement and on the anniversary of the Effective Date of this Agreement, and will promptly notify the County of any changes affecting the coverage during the term of this Agreement.

10.4 No more frequently than every five (5) years, the County may adjust the required insurance coverages required of NGA to reflect market conditions. In addition, if at any time any Tenants request the movement of any commodity into or out of NFMIP by NGA that qualifies as a hazardous material, substance or waste under any federal, state or local law, rule, regulation or ordinance, the County may adjust the required insurance coverages to reflect reasonable market conditions.

Article 11. Compensation.

11.1 NGA shall keep detailed, itemized records of all costs and expenses including but not limited to materials, labor, Permits, and taxes (collectively, “Qualifying Costs”) it incurs in constructing the Facility Track as specified herein, except for any costs and expenses incurred by NGA in constructing the Initial NGA Track, for which NGA shall be separately compensated. In the event NGA incurs expenses related to the anticipated connection between NFMIP and NSR in the vicinity of Lake City, Florida, said expenses shall be included in Qualifying Costs. NGA Initial Investment will not be included in the calculation of Qualifying Costs. Expenses associated with NGA construction that does not comply with the requirements of this Agreement shall not qualify as Qualifying Costs.

11.2 NGA shall also keep detailed, itemized records of all revenues, charges and assessments it is lawfully qualified to collect, from any source, for services performed for or in support of Tenants or NFMIP (“Qualifying Revenues”). The fact that NGA may not collect all revenues, charges and assessments that it is lawfully entitled to collect does not allow for reduction of said uncollected amounts from Qualifying Revenues. Taxes paid by NGA on amounts collected pursuant to this Section 10.2 shall not reduce Qualifying Revenues.

11.3 No less than once every twelve (12) months, commencing no later than one (1) year after the Effective Date, NGA shall compare all Qualifying Revenues earned after the Effective Date (“**Total Qualifying Revenues**”) with all Qualifying Costs incurred by NGA after the Effective Date (“**Total Qualifying Costs**”). The Qualifying Revenues less the Qualifying Costs shall be the “**Net Qualifying Revenue.**” Once the Net Qualifying Revenue exceeds the NGA Initial Investment plus a 12% annualized return, NGA shall begin making annual payments to the County in an amount equal to 10% of the annual Net Qualifying Revenue (“**County Entitlement**”). Under no circumstance will NGA’s calculation result in the County repaying to NGA any element of previously paid County Entitlement. Any County Entitlement due hereunder from NGA to the County shall be made within sixty (60) days after the anniversary of the Effective Date once the Initial Investment plus 12% is returned.

11.4 By way of illustration or explanation only, and not by way of projection or expectation, See Exhibit D, Sample Calculation, attached hereto and incorporated herein by reference.

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Article 12. Real Property Rights

With the exception of all right of way to be leased by the County to NGA hereunder, NGA shall acquire other all real property rights and interests within NFMIP with third parties (including but not limited to industry track agreements with customers within NFMIP) necessary to allow NGA to safely and adequately perform all obligations assumed by it herein. NGA shall be solely responsible for (i) the terms of any real property rights it negotiates to operate within NFMIP; (ii) funding for such real property rights, if any is required, and (iii) compliance with the terms and conditions of all real property rights NGA secures within NFMIP.

Article 13. Term.

This Agreement shall be effective as of the date first above written and shall continue in force until December 31, 2072 (the "**Term**"), unless earlier terminated pursuant to the provisions of this Agreement. Thereafter, this Agreement shall be extended from year to year unless one party notifies the other in writing at least ninety (90) days in advance of the end of the Term or any extension of the Term that it does not desire to extend the then-current Term.

Article 14. Default.

14.1 Any of the following events, if occurring during the Term of this Agreement, shall be considered an event of default by NGA:

14.1.1 Any material breach by NGA of its obligations under this Agreement and NGA's continuance in such breach for a period of ninety (90) days after NGA's receipt of written notice from the County of the date(s) and specifics of the breach, unless said breach cannot reasonably be remedied within ninety (90) days of NGA's receipt of notice of breach from the County, wherein NGA shall work continuously, diligently and in good faith to cure the breach, but in no event shall such time period be extended beyond one hundred eighty (180) days.

14.1.2 NGA becomes insolvent in whole or in part or makes assignment of property for the benefit of creditors; or is placed in bankruptcy or liquidation; or takes the benefit of any legislation relating to bankruptcy or insolvency or attempts to do so; or a receiver, trustee or liquidator is appointed for the property of NGA; or if a writ of execution or seizure is issued against NGA and such writ is not removed within thirty (30) days of written notification from the County.

14.1.3 NGA fails to provide common carrier rail service pursuant to 49 U.S.C. § 11101(a).

14.2 Any of the following events, if occurring during the term of this Agreement, shall constitute an event of default by the County:

14.2.1 Any material breach by the County of its obligations under this Agreement and the County's continuance in such breach for a period of ninety (90) days after the County's receipt of written notice from NGA of the occurrence of the breach,

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unless said breach cannot reasonably be remedied within ninety (90) days of the County's receipt of notice of breach from NGA, wherein the County shall work diligently and in good faith to cure the breach, but in no event shall such time period be extended beyond one hundred eighty (180) days.

14.2.2 The County becomes insolvent in whole or in part or makes assignment of property for the benefit of creditors; or is placed in bankruptcy or liquidation; or takes the benefit of any legislation relating to bankruptcy or insolvency or attempts to do so; or a receiver, trustee or liquidator is appointed for the property of the County; or if a writ of execution is issued against the County and such writ is not removed within thirty (30) days of written notification from NGA.

14.3 Failure to perform or comply with any covenant or condition of this Agreement that is due to strikes, Acts of God or other cause beyond the control of the defaulting party ("**Force Majeure**") are excepted, so long as the party experiencing Force Majeure conditions provides prompt written notice to the other party of the Force Majeure conditions and an estimate of when the Force Majeure conditions will be eliminated, and thereafter said party works continuously and diligently to eliminate the Force Majeure conditions. Under no circumstance will the payment of any funds due hereunder from one party to the other be subject to an invocation of Force Majeure.

14.4 Upon the occurrence of any event of default and after the cure period as specified in Article 14.1 or 14.2 has expired, the non-defaulting party may exercise of one or more of the following remedies:

14.5.1 Terminate this Agreement;

14.5.2 Perform any obligation of the defaulting party of which said party is in default for so long as the default shall continue. The non-defaulting party shall not, however, be required or obligated to perform any such obligation of the defaulting party. Any and all sums paid by the non-defaulting party to perform the obligations of the defaulting party together with interest on them at the rate of twelve percent (12%) per annum from the date of the submission of the bill for such sums (or such lesser amount as is allowed by Applicable Law) shall be paid by the defaulting party to the non-defaulting party upon demand.

14.5 The non-defaulting party shall have the right to exercise any and all rights or remedies provided to such party in law or equity on account of the default, including, without limitation, injunctive relief.

14.6 Either party entitled to allege default or failure may waive any such default or failure, but no action by such party in waiving such default or failure shall extend to or be taken to affect any subsequent defaults or failures or impair the rights of either party resulting therefrom.

Article 15. General Liability and Indemnity

15.1 "Losses" shall mean all costs, judgments, orders, expenses, fees or liabilities of any nature whatsoever (including reasonable attorneys' fees and disbursements) arising out of or in

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any way related to: (i) any violation of or non-compliance with Applicable Laws or regulations (including reporting requirements); (ii) any damage to property, the environment or natural resources; (iii) any bodily injury or death of any person; or (iv) the breach of any contract. Losses shall include, but not be limited to, all costs of claims, activities in response to enforcement, damages, remediation costs, judgments, awards, orders, decrees, payments, fines, penalties, assessments, court costs, and reasonable attorney, consultant, and expert witness fees, and shall include cost recovery or contribution claims made pursuant to CERCLA, 42 U.S.C. 9601 et seq., or similar federal, state or local laws.

15.2 “Applicable Law” shall mean all present and future applicable Federal, state and local statutes, rules, regulations, ordinances, standards, and judicial decrees.

15.3 EACH PARTY (“INDEMNIFYING PARTY”) SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER PARTIES (“INDEMNIFIED PARTY”) FULLY AGAINST ALL LOSSES WHICH: (I) ARE CAUSED BY OR ARISE OUT OF THE INDEMNIFYING PARTY'S NEGLIGENCE OR INTENTIONAL MISCONDUCT; (II) RESULT FROM ANY BREACH BY THE INDEMNIFYING PARTY OF ANY REPRESENTATION, OBLIGATION OR RESPONSIBILITY UNDER THIS AGREEMENT; OR (III) RESULT FROM THE INDEMNIFYING PARTY'S VIOATION OF ANY APPLICABLE LAW.

15.4 No part of this Agreement shall be construed as a waiver or modification of any defense of sovereign immunity available to the County as a political subdivision of the State of Florida pursuant to Fla. Stat. Chapter 768 or s. 13, Art. X of the Florida State Constitution.

Article 16. Governing Law.

The parties agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

Article 17. Amendment.

No modification, addition or amendment to this Agreement shall be effective unless and until such modification, addition or amendment is in writing and signed by both parties.

Article 18. Confidentiality.

To the fullest extent that they are lawfully able, the Parties shall protect the confidentiality of information developed by either of them in connection with this Agreement (“**Confidential Information**”). Confidential Information shall not include information that (i) is, was or becomes available from a source other than the Parties, provided that such other source is not known after reasonable inquiry to be subject to any obligation of confidentiality or non-use with respect to such Confidential Information, (ii) was or becomes available to the public from a source other than the Parties, or (iii) is independently developed by a Party without the use of or reference to any Confidential Information. Neither Party shall, however, be precluded from revealing such terms or using such information in the following circumstances: (1) in-house use in the normal conduct

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of commercial activities; (2) in obtaining or attempting to obtain financing or refinancing; (3) in filing reports with or furnishing other information to the Securities and Exchange Commission or securities commissions of the various states; (4) in filing reports to a federal or state regulatory authority having jurisdiction over either party; (5) in filing reports to a holding company or affiliate of either party; or (6) in providing information to others when advised by legal counsel that disclosure is required. For purposes hereof, an “affiliate” of NGA shall include the Real Assets division of Macquarie Asset Management in the Americas, and its managed investment vehicles; and NGA is permitted to share confidential information developed in connection with this Agreement with personnel within the Macquarie Group who need to know said information in connection with legal, risk, regulatory, internal compliance and similar support groups or senior management roles related to evaluation, oversight and approval of the Agreement. Before disclosure upon advice of counsel, the Party advised that disclosure is required shall give prior notice to the other Party of the nature of the disclosure and the anticipated disclosure date. Either Party may use the limited information to the extent required in making public announcements required by securities law or stock exchange provisions but shall afford the other Party not less than five (5) business days to review and comment on same. When required, the Party may also submit information to consultants, contractors or agents performing work on or related to the subject matter of this Agreement who agree to protect the confidentiality of such information, but only to the extent such consultants, contractors or agents have a demonstrable need to know the Confidential Information in performance of their duties.

Article 19. Notices

Unless otherwise agreed by the parties, all notices and other communications under this Agreement shall be in writing and deemed properly served if delivered by hand to the party addressed or, if mailed, when received by the United States Postal Service in registered or certified mail, postage prepaid or, if sent by a national overnight service, when received by the carrier service in a prepaid mailer, return receipt requested, or, if sent via email, by proof of receipt of same, addressed as follows:

If to the County:
County Manager
135 NE Hernando Avenue, Suite 203
Lake City, FL 32056

If to NGA:
President & Chief Executive Officer
245 N. Riverside Ave., Suite 250
Jacksonville, FL 32202

Article 20. Assignment

This Agreement is binding on the successors and assigns of the parties hereto; provided, however, in the event the Existing Track, the Initial NGA Track, or the Facility Track is purchased during the Term of the Agreement, the purchaser shall remain subject to the terms of this Agreement and shall assume all obligations of the Party from whom the property is purchased. NGA shall not sell, assign or transfer this Agreement or any interest herein without the prior written consent of the County, which consent shall not be unreasonably withheld, denied or conditioned.

Article 21. Representations and Warranties.

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20.1 NGA hereby represents and warrants the following as of the date of this Agreement:

20.1.1 NGA is a limited liability company, duly organized, validly existing, and formed under the laws of the State of Delaware.

20.1.2 NGA is appropriately authorized to do business in the State of Florida.

20.1.3 NGA will obtain all authority under state and federal law to operate the NGA Track as a common carrier in interstate commerce, and to comply with all aspects of this Agreement.

20.2 The County hereby represents and warrants the following as of the date of this Agreement:

20.2.1 The County is an agency of the State of Florida.

20.2.2 The County is the owner of the Existing Track and underlying property being leased to NGA and there are no existing easements or encumbrances affecting such land that would interfere with NGA's rights under this Agreement.

Article 21. Independent Contractor

It is understood and agreed that NGA is an independent contractor, and that no relationship of employer-employee exists between the Parties hereto. If, in the performance of this Agreement, any third person(s) or contractors are employed by NGA, such person shall be entirely and exclusively under the direction, supervision, and control of NGA except as otherwise provided for in this Agreement. All terms of employment, including hours, wages, rail services, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by NGA except as otherwise provided for in this Agreement. The County shall have no right or authority over such persons or the terms of such employment except as otherwise provided for in this Agreement.

Article 22. Taxes

This Agreement shall not preclude the Parties, or either of them, from petitioning for or obtaining economic development incentives, tax exemptions, tax rebates, or participation in any other grant or subsidy program to defray any costs associated with this Agreement. The County understands and agrees that NGA or any successor in interest to NGA may condition discretionary improvements on the availability of such incentives.

Article 23. Condemnation

In the event the property underlying the NGA Track becomes subject to a condemnation or eminent domain action and can no longer be reasonably used by NGA to perform rail service, the Agreement shall terminate subject to Article 14.4.

Article 23. Additional Provisions

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23.1 This Agreement, together with any Exhibits incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

23.2 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

23.3 No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

23.4 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the day and year first above written.

**NEW GULF & ATLANTIC RAILWAYS
ENTITY LLC**

COLUMBIA COUNTY, FLORIDA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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EXHIBIT A

CONCEPTUAL SITE MAP

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EXHIBIT B

INITIAL NGA TRACK PLANS

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EXHIBIT C

BILL OF SALE

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EXHIBIT D

SAMPLE CALCULATION

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EXHIBIT E

THIRTY ACRES TO NGA



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

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 3/8/2024 Meeting Date: 3/21/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

The County regulates the rates for private utilities operating in the County. Resolution Establishes the 2024 Price Index. Based upon the Public Service Commission's decision, the County wishes to adopt a Price Index for 2024 of 3.24% for private investor-owned water and wastewater systems.

2. Recommended Motion/Action:

Approve 2024 Price Index.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

RESOLUTION NUMBER 2024R-05

A RESOLUTION ESTABLISHING THE 2024 PRICE INDEX FOR INVESTOR OWNED WATER, WASTEWATER AND EFFLUENT REUSE SYSTEMS IN COLUMBIA COUNTY

WHEREAS, Section 118-225(k)(2) of the Columbia County Code of Ordinances and Florida Statutes Section 367.0 84(4)(a) enable the Board of County Commissioners to establish, by order, a price increase or decrease index in costs for the most recent 12 - month historical data available and that the Board of County Commissioners by rule, may establish procedures to determine such indices for the Board to implement rate adjustments based upon these indices; and

WHEREAS, Section 25-30.420(1) of the Florida Administrative Code allows for application for the price index to be accepted from April 1 of the year the index is established through March 31 of the following year and that the Florida Public Service Commission approved a price index for 2024, notifying utilities of this adjustment on December 21, 2023; and

WHEREAS, the Board of County Commissioners wishes to permit investor owned water, wastewater, and effluent re-use systems to have the option to use the 2024 price index to adjust the rates and charges to its customers without those customers having the additional expense of a full rate adjustment proceeding and with these adjustments tied to operational and maintenance costs; and

WHEREAS, the Board of County Commissioners traditionally adopts the price index set by the Florida Public Service Commission as the price index for Columbia County and that the Florida Public Service Commission approved a 3.24% Price Index for 2024

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY THAT:

Section 1. The Board of County Commissioners establishes by Order the 2024 Price Index as adopted by the Florida Public Service Commission (Docket Number 20230005-WS) as the 2024 Price Index for Columbia County, which will be 3.24%

Section 2. Investor-owned water, wastewater, and effluent re-use systems in Columbia County may apply for a 2024 price index adjustment from April 1, 2024 to March 31, 2025, following the procedures outlined in Resolution 2010R-52.

Section 3. The Rule shall be effective immediately. Adopted this 21, day of March, 2024.

ATTEST:

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

James M. Swisher Jr.,
Clerk of Court

Ronald Williams, Chairman

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Annual reestablishment of price increase or decrease index of major categories of operating costs incurred by water and wastewater utilities pursuant to Section 367.081(4)(a), F.S.

DOCKET NO. 20230005-WS
ORDER NO. PSC-2023-0383-PAA-WS
ISSUED: December 21, 2023

The following Commissioners participated in the disposition of this matter:

ANDREW GILES FAY, Chairman
ART GRAHAM
GARY F. CLARK
MIKE LA ROSA
GABRIELLA PASSIDOMO

NOTICE OF PROPOSED AGENCY ACTION
ORDER ESTABLISHING 2024 PRICE INDEX FOR
WATER AND WASTEWATER UTILITIES

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code (F.A.C.).

Background

Since March 31, 1981, pursuant to the guidelines established by Section 367.081(4)(a), Florida Statutes (F.S.), and Rule 25-30.420, F.A.C., we have established a price increase or decrease index for major categories of operating costs on or before March 31 of each year. This process allows water and wastewater utilities to adjust rates based on current specific expenses without applying for a rate case.

We calculated the 2024 price index by comparing the Gross Domestic Product Implicit Price Deflator Index for the fiscal year ended September 30, 2023. This same procedure has been used each year since 1995 to calculate the price index. The U.S. Department of Commerce, Bureau of Economic Analysis, released its most recent third quarter figures on October 26, 2023.

Since March 31, 1981, we have received and processed approximately 4,025 index and pass-through applications. We have jurisdiction over this matter pursuant to Section 367.081, F.S.

Decision

I. Price Level Adjustment Index

In 1993, the Gross Domestic Product Implicit Price Deflator Index (GDPDEF) was established as the appropriate measure for determining the water and wastewater price index. At the same time, the convention of using a four quarter fiscal year comparison was also established and this practice has been used every year since then.¹ The GDPDEF is prepared by the U.S. Department of Commerce. Prior to that time, the Gross National Product Implicit Price Deflator Index (GNPDEF) was used as the indexing factor for water and wastewater utilities. The Department of Commerce switched its emphasis from the GNPDEF to the GDPDEF as the primary measure of U.S. production.

Pursuant to Section 367.081(4)(a), F.S., we, by order, shall establish a price increase or decrease index for major categories of operating costs incurred by utilities subject to our jurisdiction reflecting the percentage of increase or decrease in such costs from the most recent 12-month historical data available. Since 1995, the price index adjustment has been determined by comparing the change in the average GDPDEF for the year ending September 30, instead of the original December 31, in order to more easily meet the statutory deadline.²

In Order No. PSC-2022-0438-PAA-WS, issued December 27, 2022, in Docket No. 20220005-WS, we, in keeping with the practice started in 1993, reiterated the alternatives which could be used to calculate the indexing of utility revenues. Past concerns expressed by utilities, as summarized from utility input in previous hearings, are:

- 1) Inflation should be a major factor in determining the index;
- 2) Nationally published indices should be vital to this determination;
- 3) Major categories of expenses are labor, chemicals, materials and supplies, maintenance, transportation, and treatment expense;
- 4) An area wage survey, Dodge Building Cost Index, Consumer Price Index, and the GDP should be considered;
- 5) A broad measure index should be used; and
- 6) The index procedure should be easy to administer.

¹Order No. PSC-1993-0195-FOF-WS, issued February 9, 1993, in Docket No. 19930005-WS, *In re: Annual reestablishment of price increase or decrease index of major categories of operating costs incurred by water and wastewater utilities pursuant to Section 367.081(4)(a), F.S.*

²Order No. PSC-1995-0202-FOF-WS, issued February 10, 1995, in Docket No. 19950005-WS, *In re: Annual reestablishment of price increase or decrease index of major categories of operating costs incurred by water and wastewater utilities pursuant to Section 367.081(4)(a), F.S.*

Based upon these concerns, we have previously explored the following alternatives:

- 1) Survey of Regulated Water and Wastewater Utilities;
- 2) Consumer Price Index;
- 3) Florida Price Level Index;
- 4) Producer Price Index – previously the Wholesale Price Index; and
- 5) GDPDEF (replacing the GNPDEF).

Over the years, we rejected using the Survey of Regulated Water and Wastewater Utilities because using the results of a survey would allow utilities to pass on to customers all cost increases, thereby reducing the incentives of promoting efficiency and productivity. We have also rejected using the Consumer Price Index and the Florida Price Level Index because of their limited degree of applicability to the water and wastewater industry. Both of these price indices are based upon comparing the advance in prices of a limited number of general goods and, therefore, have limited application to water and wastewater utilities.

The Producer Price Index (PPI) is a family of indices that measure the average change over time in selling prices received by domestic producers of goods and services. We rejected using PPI because it measures price change from the perspective of the seller, not the purchaser. The bases for these indices have not changed, and the conclusions reached in Order No. PSC-2022-0438-PAA-WS continue to apply in this case. Since 1993, we have found that the GDPDEF has a greater degree of applicability to the water and wastewater industry. Therefore, we will continue to use the GDPDEF to calculate water and wastewater price level adjustments. We will calculate the 2024 Price Index by using a fiscal year, four quarter comparison of the GDPDEF ending with the third quarter of 2023.

The following information provides a historical perspective of the annual price index:

Table 0
Historical Analysis of the Annual Price Index for Water and Wastewater Utilities

Year	Commission Approved Index	Year	Commission Approved Index
2013	1.63%	2019	2.36%
2014	1.41%	2020	1.79%
2015	1.57%	2021	1.17%
2016	1.29%	2022	4.53%
2017	1.51%	2023	7.07%
2018	1.79%	2024	3.24%

The table below shows the historical participation in the index and/or pass-through programs:

Table 2
Percentage of Jurisdictional Water and Wastewater Utilities Filing for Indexes and Pass-Throughs

Year	Percentage	Year	Percentage
2012	30%	2018	42%
2013	41%	2019	60%
2014	39%	2020	43%
2015	49%	2021	52%
2016	38%	2022	57%
2017	37%	2023	53%

II. Rate for the 2024 Price Index

The U.S. Department of Commerce, Bureau of Economic Analysis, released the most recent third quarter 2023 figures on October 26, 2023. Consistent with our establishment of the 2023 Price Index last year, we are using the third quarter amounts to calculate the 2024 Price Index. Using the third quarter amounts allows time for us to establish the 2024 Price Index by March 31, 2024, in accordance with Section 367.081(4)(a), F.S. The percentage change in the GDPDEF using the fiscal year comparison ending with the third quarter is 3.24 percent. This number was calculated as follows.

GDPDEF Index for the fiscal year ended 9/30/23	122.817
GDPDEF Index for the fiscal year ended 9/30/22	<u>118.962</u>
Difference	3.855
Divided by 9/30/22 GDPDEF Index	<u>118.962</u>
2024 Price Index	<u>3.24%</u>

III. Notice of Indexing Requirements

The package in Attachment 1, attached hereto, shall be sent to every regulated water and wastewater utility after the expiration of the proposed agency action (PAA) protest period, along with a copy of the PAA Order once final. The entire package shall also be made available on our website.

In an effort to increase the number of water and wastewater utilities taking advantage of the annual price index and pass-through programs, Attachment 2 from the Director of the Division of Accounting and Finance shall be included with the PAA Order in order to explain the purpose of the index and pass-through applications and to communicate that Commission staff is available to assist them.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Gross Domestic Product Implicit Price Deflator Index shall be used in calculating price level adjustments. We calculate the 2024 Price Index by using a fiscal year, four quarter comparison of the Implicit Price Deflator Index ending with the third quarter of 2023. It is further

ORDERED that the 2024 Price Index for water and wastewater utilities shall be 3.24 percent. It is further

ORDERED that after the expiration of the Proposed Agency Action protest period, the Division of Accounting and Finance shall send each regulated water and wastewater utility a copy of the PAA order establishing index containing the information presented in Attachment 1 along with a cover letter from the Director of the Division of Accounting and Finance. The entire package shall also be available on our website. It is further

ORDERED that, upon expiration of the 14-day protest period, if a timely protest is not received, the decision shall become final and effective upon the issuance of a Consummating Order. Any party filing a protest shall be required to prefile testimony with the protest. However, this docket shall remain open through the end of the year and be closed upon the establishment of the new docket in January 2024.

By ORDER of the Florida Public Service Commission this 21st day of December, 2023.



ADAM J. TEITZMAN
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

DD

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on January 4, 2024.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

FLORIDA PUBLIC SERVICE COMMISSION
 PRICE INDEX APPLICATION
 APPLICABLE TEST YEAR _____

Department of Environmental Protection Public Water System ID NO. _____
 Department of Environmental Protection Wastewater Treatment Plant ID NO. _____

	WATER	WASTEWATER
Operation & Maintenance Expenses ¹	\$ _____	\$ _____
LESS:		
(a) Pass-through Items:		
(1) Purchased Power	_____	_____
(2) Purchased Water	_____	_____
(3) Purchased Wastewater Treatment	_____	_____
(4) Sludge Removal	_____	_____
(5) Other ²	_____	_____
(b) Rate Case Expense Included in Expenses	_____	_____
(c) Adjustments to Operation & Maintenance Expenses from last rate case, if applicable: ³		
(1) _____	_____	_____
(2) _____	_____	_____
Costs to be Indexed	\$ _____	\$ _____
Multiply by Annual Commission-Approved Price Index	<u> 3.24% </u>	<u> 3.24% </u>
Total Indexed Costs	\$ _____	\$ _____
Add Change in Pass-Through Items: ⁴		
(1) _____	_____	_____
(2) _____	_____	_____
Divide Index and Pass-Through Sum by Expansion Factor for Regulatory Assessment Fees	<u> .955 </u>	<u> .955 </u>
Increase in Revenue	_____	_____
Divide by Applicable Test Year Revenue ⁵	\$ _____	\$ _____
Percentage Increase in Rates	===== %	===== %

FOOTNOTES APPEAR ON THE FOLLOWING PAGE

PAGE 1 FOOTNOTES

¹This amount must match last year's annual report.

²Other expense items may include increases in required Department of Environmental Protection testing, ad valorem taxes, permit fees charged by the Department of Environmental Protection or a local government authority, National Pollutant Discharge Elimination System fees, and regulatory assessment fees. These items should not be currently embedded in the utility's rates.

³This may include adjustments that follow a methodology referenced in the Order from a utility's last rate case (i.e. averaged bad debt expense or excessive unaccounted for water percentage applied to chemicals expense).

⁴This may include an increase in purchased power, purchased water, purchased wastewater treatment, sludge hauling, required Department of Environmental Protection testing, ad valorem taxes, and permit fees charged by the Department of Environmental Protection or a local government authority providing that those increases have been incurred within the 12-month period prior to the submission of the pass-through application. Pass-through National Pollutant Discharge Elimination System fees and increases in regulatory assessment fees are eligible as pass-through costs but not subject to the twelve month rule. All pass-through items require invoices. See Rule 25-30.425, F.A.C. for more information.

⁵If rates changed after January 1 of the applicable test year, the book revenues must be adjusted to show the changes and an explanation of the calculation should be attached to this form. See Annualized Revenue Worksheet for instructions and a sample format.

ANNUALIZED REVENUE WORKSHEET

Have the rates charged for customer services changed since January 1, of the applicable test year?

- () If no, the utility should use actual revenues. This form may be disregarded.
- () If yes, the utility must annualize its revenues. Read the remainder of this form.

Annualizing calculates the revenues the utility would have earned based upon the previous year's customer consumption at the most current rates in effect. To complete this calculation, the utility will need consumption data for the previous year to apply to the existing rate schedule. Below is a sample format which may be used.

CALCULATION OF ANNUALIZED REVENUES*
 Consumption Data for Applicable Test Year

	Number of Bill/Gal. Sold	X	Current Rates	Annualized Revenues
Residential Service:				
Bills:				
5/8"x3/4" meters	_____		_____	_____
1" meters	_____		_____	_____
1 2" meters	_____		_____	_____
2" meters	_____		_____	_____
Gallons Sold	_____		_____	_____
General Service:				
Bills:				
5/8"x3/4" meters	_____		_____	_____
1" meters	_____		_____	_____
1 2" meters	_____		_____	_____
2" meters	_____		_____	_____
3" meters	_____		_____	_____
4" meters	_____		_____	_____
6" meters	_____		_____	_____
Gallons Sold	_____		_____	_____
Total Annualized Revenues for the Applicable Test Year				\$ _____

*Annualized revenues must be calculated separately if the utility consists of both a water system and a wastewater system. This form is designed specifically for utilities using a base facility charge rate structure. If annualized revenues must be calculated and further assistance is needed, contact the Commission Staff at (850) 413-6900.

AFFIRMATION

I, _____, hereby affirm that the figures and calculations upon which the change in rates is based are accurate and that the change will not cause _____ to exceed the range of its last authorized rate of return on equity, which is _____.
(name of utility)

I, the undersigned/officer of the above-named utility, have read the foregoing and declare that, to the best of my knowledge and belief, the information contained in this application is true and correct.

This affirmation is made pursuant to my request for a price index and/or pass-through rate increase, in conformance with Section 367.081(4), Florida Statutes.

Further, I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

Signature: _____
Title: _____
Telephone Number: _____
Fax Number: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

My Commission expires:

(SEAL)

Notary Public
State of Florida

STATEMENT OF QUALITY OF SERVICE

Pursuant to paragraphs 25-30.420(2)(h) and (i), Florida Administrative Code,

(name of utility)

[] does not have any active written complaints, corrective orders, consent orders, or outstanding citations with the Department of Environmental Protection (DEP) or the County Health Departments.

[] does have the attached active written complaint(s), corrective order(s), consent order(s), or outstanding citation(s) with the DEP or the County Health Department(s). The attachment(s) includes the specific system(s) involved with DEP permit number and the nature of the active complaint, corrective order, consent order, or outstanding citation.

This statement is intended such that the Florida Public Service Commission can make a determination of quality of service pursuant to Section 367.081(4)(a), Florida Statutes, and Rule 25-30.420(4)(a), Florida Administrative Code.

Name: _____
Title: _____
Telephone Number: _____
Fax Number: _____
Date: _____

Exception

_____ hereby waives the right to implement
(name of utility)
a pass-through rate increase within 45 days of filing, as provided by Section 367.081(4)(b),
Florida Statutes, in order that the pass-through and index rate increase may both be implemented
together 60 days after the official filing date of this notice of intention.

Signature: _____

Title: _____

(To be used if an index and pass-through rate increase are requested jointly.)

NOTICE TO CUSTOMERS

Pursuant to Section 367.081(4)(a), Florida Statutes, water and wastewater utilities are permitted to adjust the rates and charges to its customers without those customers bearing the additional expense of a public hearing. These adjustments in rates would depend on increases or decreases in non-controllable expenses subject to inflationary pressures such as chemicals, and other general operation and maintenance costs.

On _____, _____ filed its notice of
(date) (name of utility)
intention with the Florida Public Service Commission to increase water and wastewater rates in _____ County pursuant to this Statute. The filing is subject to review by the Commission Staff for accuracy and completeness. Water rates will increase by approximately _____% and wastewater rates by _____%. These rates should be reflected for service rendered on or after _____.
(date)

NOTICE TO CUSTOMERS

Pursuant to Section 367.081(4)(b), Florida Statutes, water and wastewater utilities are permitted to pass through, without a public hearing, a change in rates resulting from: an increase or decrease in rates charged for utility services received from a governmental agency or another regulated utility and which services were redistributed by the utility to its customers; an increase or decrease in the rates that it is charged for electric power, the amount of ad valorem taxes assessed against its used and useful property, the fees charged by the Department of Environmental Protection in connection with the National Pollutant Discharge Elimination System Program, or the regulatory assessment fees imposed upon it by the Commission; costs incurred for water quality or wastewater quality testing required by the Department of Environmental Protection; the fees charged for wastewater bio solids disposal; costs incurred for any tank inspection required by the Department of Environmental Protection or a local governmental authority; treatment plant and water distribution system operator license fees required by the Department of Environmental Protection or a local governmental authority; water or wastewater operating permit fees charged by the Department of Environmental Protection or a local governmental authority; and consumptive or water use permit fees charged by a water management district.

On _____, _____ filed its notice of
(date) (name of utility)

intention with the Florida Public Service Commission to increase water and wastewater rates in _____ County pursuant to this Statute. The filing is subject to review by the Commission Staff for accuracy and completeness. Water rates will increase by approximately _____% and wastewater rates by _____%. These rates should be reflected on your bill for service rendered on or after _____.
(date)

If you should have any questions, please contact your local utility office. Be sure to have account number handy for quick reference.

Commissioners:
Mike La Rosa, Chairman
Art Graham
Gary F. Clark
Andrew Giles Fay
Gabiella Passidomo

STATE OF FLORIDA



DIVISION OF
ACCOUNTING AND FINANCE
ANDREW L. MAUREY
DIRECTOR
(850) 413-6900

Public Service Commission

Month Day, 2023

All Florida Public Service Commission
Regulated Water & Wastewater Utilities

Re: Docket No. 20230005-WS - 2024 Price Index

Dear Utility Owner:

Since March 31, 1981, pursuant to the guidelines established by Section 367.081(4)(a), Florida Statutes (F.S.), and Rule 25-30.420, Florida Administrative Code (F.A.C.), the Commission has established a price increase or decrease index for major categories of operating costs. This process allows water and wastewater utilities to adjust rates based on current specific expenses without applying for a rate case. The intent of this rule is to ensure that inflationary pressures are not detrimental to utility owners, and that any possible deflationary pressures are not adverse to customers. By keeping up with index and pass-through adjustments, utility operations can be maintained at a level sufficient to ensure quality of service for the customers.

Pursuant to Rule 25-30.420(1)(a), F.A.C., all operation and maintenance expenses shall be indexed with the exception of:

- a) Pass-through items pursuant to Section 367.081(4)(b), F.S.;
- b) Any amortization of rate case expense; and
- c) Disallowances or adjustments made in an applicant's most recent rate proceeding.

Please note that all sludge removal expense should now be removed from operation and maintenance expenses for the purpose of indexing. Incremental increases in this category of expense may now be recovered using a pass-through request.

All Florida Public Service Commission
Regulated Water & Wastewater Utilities
Page 2
Month Day, 2023

Upon the filing of a request for an index and/or pass-through increase, staff will review the application and modify existing rates accordingly. If for no other reason than to keep up with escalating costs, utilities throughout Florida should file for this rate relief on an annual basis. Utilities may apply for a 2024 Price Index anytime between April 1, 2024, through March 31, 2025 by mail or by emailing Applications@psc.state.fl.us. The attached package will answer questions regarding what the index and pass-through rate adjustments are, how to apply for an adjustment, and what needs to be filed in order to meet the filing requirements. For your convenience, the Commission-approved Price Index is reflected on Form PSC 1022, attached. While the increase for any given year may be minor, (see chart below), the long-run effect of keeping current with rising costs can be substantial.

Year	Annual Commission Approved Index	Year	Annual Commission Approved Index
1999	1.21%	2012	2.41%
2000	1.36%	2013	1.63%
2001	2.50%	2014	1.41%
2002	2.33%	2015	1.57%
2003	1.31%	2016	1.29%
2004	1.60%	2017	1.51%
2005	2.17%	2018	1.76%
2006	2.74%	2019	2.36%
2007	3.09%	2020	1.79%
2008	2.39%	2021	1.17%
2009	2.55%	2022	4.53%
2010	0.56%	2023	7.07%
2011	1.18%	2023	3.24%

Please be aware that pursuant to Section 837.06, F.S., whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree. Our staff is available at (850) 413-6900 should you need assistance with your filing. If you have any questions, please do not hesitate to call.

Moreover, additional rate relief mechanisms are available to water and wastewater utilities as alternatives to full rate cases. Water and wastewater utilities whose total gross annual operating revenues are \$335,000 or less for water service or \$335,000 or less for wastewater service, or \$670,000 or less on a combined basis, may petition the Commission for staff assistance in

Florida Public Service Commission
Regulated Water & Wastewater Utilities
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alternative rate setting. Please refer to Rule 25-30.456, F.A.C., for additional details. Furthermore, water utilities whose total gross annual operating revenues are \$335,000 or less and wastewater utilities whose total gross annual operating revenues are \$335,000 or less may file an application for a limited alternative rate increase of up to 20 percent applied to metered or flat recurring rates of all classes of service. Please refer to Rule 25-30.457, F.A.C., for additional details.

Finally, the Commission reminds water and wastewater utilities that the Utility Reserve Fund exists to help address concerns over deferred maintenance of critical infrastructure and delays in necessary repairs. The availability of the reserve funds may allow a utility to avoid or defer the need for a future rate case, the expenses of which are ultimately borne by customers. Please refer to Rule 25-30.444, F.A.C., for additional details.

Sincerely,

Andrew L. Maurey
Director

Enclosures