COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529

COLUMBIA COUNTY SCHOOL BOARD ADMINISTRATIVE COMPLEX
372 WEST DUVALS STREET
LAKE CITY, FLORIDA 32056-1529

AGENDA

MARCH 6, 2014

5:30 P.M.

Invocation (Commissioner Stephen E. Bailey)

Pledge to U. S. Flag

Staff Agenda Additions/Deletions

Adoption of Agenda

Public Comments

Ronald W. Williams, Chairman

(1) Springs Protection Legislation/Review of Meetings with Key Members of Legislature

Marlin Feagle, County Attorney

(1) Requesting BCC to Schedule Public Hearing for April 3, 2014 – County Code Enforcement Ordinance

(2) Easement Deed – Howard and Patricia Thomas – Register Lane

(3) Plum Creek Land Company:

   (a) Memorandum of Agreement between Plum Creek Land Company/Columbia County Board of County Commissioners

   (b) Plum Creek Land Company/Columbia County Board of County Commissioners/JAXPORT
STAFF MATTERS:

HONORABLE RONALD W. WILLIAMS, CHAIRMAN

(1) Consent Agenda

DISCUSSION AND ACTION ITEMS:

(1) Real Property Acquisition Policy

(2) February 27, 2014 Workshop – Requested Approvals –

   (a) Authorization to Proceed With Due Diligence on Selected Tower Sites

   (b) RCC Contract (For Review Only – BCC Approval Not Requested)

   (C) Public Safety Coordinating Council – (Request to Schedule Meeting)

*** PUBLIC COMMENTS

COMMISSIONERS COMMENTS

ADJOURNMENT
Mr. Dale Williams  
County Manager  
County Administrative Offices  
135 NE Hernando Avenue  
Lake City, Florida  32055

Re: County Code Enforcement Ordinance

Dear Dale:

Enclosed is a draft of a proposed Ordinance revising the County Code Enforcement Ordinance which would authorize the Board to appoint a special magistrate to hear code enforcement issues. Violations of County Ordinance may also continue to be heard by the Code Enforcement Board. This Ordinance does not change the supplemental procedure portion of the County’s Code Enforcement Ordinance wherein a citation procedure may be used and enforcement through the County Court. The citation procedure is an additional/alternative procedure allowed by Chapter 162, Florida Statutes.

After you have had an opportunity to review and comment on the enclosed draft Ordinance, a decision will need to be made relative to scheduling this for a public hearing. Please call me if you would like to further discuss the proposed Ordinance before taking further action.

Very truly yours,

[Signature]

Marlin M. Feagles

RECEIVED
FEB 13 2014

Board of County Commissioners
Columbia County

REQUEST BCC SCHEDULE PUBLIC HEARING FOR APRIL 3, 2014 —
AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING AND RESTATING SECTIONS 2-341 THROUGH 2-353 OF ARTICLE VI OF CHAPTER 2, DIVISION 2 OF THE COUNTY CODE RELATING TO THE COUNTY CODE ENFORCEMENT BOARD AS AUTHORIZED BY CHAPTER 162, FLORIDA STATUTES; PROVIDING FOR LEGISLATIVE INTENT WITH RESPECT TO SAID CODE ENFORCEMENT BOARD; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE CREATION OF A CODE ENFORCEMENT BOARD; PROVIDING FOR THE CREATION OF A SPECIAL MAGISTRATE; PROVIDING FOR ENFORCEMENT PROCEDURES; PROVIDING FOR CONDUCT OF HEARINGS; PROVIDING FOR POWERS OF THE ENFORCEMENT BOARD AND THE SPECIAL MAGISTRATE; PROVIDING FOR CONDUCT OF HEARINGS; PROVIDING FOR POWERS OF THE ENFORCEMENT BOARD AND SPECIAL MAGISTRATE; PROVIDING FOR ADMINISTRATIVE FINES AND LIENS AND FOR THE DURATION OF LIENS; PROVIDING FOR APPEALS; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR THE INCLUSION OF THIS ORDINANCE IN THE COUNTY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COMMISSION OF COLUMBIA COUNTY, FLORIDA, AS FOLLOWS:

Section 1. That Sections 2-341 through 2-353 of Article VI of Division 2 of the Code of Ordinances of Columbia County, Florida, is hereby amended, and as amended, shall read in its entirety as follows:
Sec. 2-411. Intent.

It is the intent of this division to promote, protect, and improve the health, safety, and welfare of the citizens of the county, by creating both an administrative board to be known and designated as the "Columbia County Code Enforcement Board" (the "Board") and the position of Code Enforcement Special Magistrate (the "Special Magistrate") with authority for either the Board or Special Magistrate to impose administrative fines and other noncriminal penalties, to provide an equitable, expeditious, effective and inexpensive method of enforcing the ordinances in force in Columbia County where a pending or repeated violation continues to exist, as to all county ordinances, including those which designate the violation thereof to be a criminal act, unless such ordinances expressly excludes the use of the procedure created by this article for enforcement of the same.

Sec. 2-412. Authority.

This division is enacted pursuant to F.S. ch. 162.

Sec. 2-413. Definitions.

As used in this article the following words or phrases shall have the meaning prescribed in this section unless clearly indicated otherwise by the context:

- **Board or enforcement board** shall mean the Columbia County Code Enforcement Board.
- **County** shall mean Columbia County, Florida.
- **County attorney** shall mean the duly elected attorney for the County.
- **County Commission** shall mean the duly constituted County Commission of Columbia County, Florida.
- **Code inspector** shall mean any authorized agent or employee of the County who has been
duly appointed to such office by the County, and whose duty it is to enforce the codes and ordinances enacted by the County.

**Code Enforcement Officer** shall have the same meaning as Code Inspector.

**Repeat Violation** shall mean a violation of a provision of the County Code or ordinances by a person who has been previously found through the enforcement board or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within five years prior to the violation, notwithstanding the violation occurred at different locations.

**Responsible Party** shall mean any violator who is required to comply with any order of the Board of the Special Magistrate.

**Special Magistrate** shall mean the attorney appointed by the County Commission to have the same status and authority as an enforcement board.

**Violator** shall mean any person who violates a provision of any of the codes or ordinances of the County.

**Sec. 2-344. Creation of Columbia County Code Enforcement Board, Creation of Position of Special Magistrate, and Applicability.**

1. **Code Enforcement Board.**

   There is hereby created the Columbia County Code Enforcement Board (the "Board") which shall consist of a seven member Board and legal counsel for the Board. Members of the Board shall be residents of the County. Appointments to the Board shall be made by the board of county commissioners on the basis of experience or interest in the fields of land and property standards, zoning, and land use regulations, building control, and nuisance abatement. The membership of the Board shall, when possible, include an architect, a businessman, an engineer, a general contractor. a
subcontractor and a realtor. In addition to the seven members of the Board, the County Commission may appoint up to two alternate members to the Board to serve on the Board in the absence of any Board member. All appointments to the Board shall be made by a resolution adopted by the County Commission.

(a) The initial appointments to the Board shall be as follows:

(i) Two regular members appointed to a term of one year each;

(ii) Three regular members appointed to a term of two years each;

(iii) Two regular members appointed to a term of three years each;

(iv) Up to two alternate members appointed to a term of three years each.

(b) All subsequent appointments made after the initial appointments shall be for a term of three years. In the event of a vacancy in the membership of the Board created by the resignation, disability or death of any member during the term of his or her appointment, the County Commission shall appoint a qualified person to fill the remaining term of the Board member who has resigned, become incapacitated or died. Any member of the Board may be reappointed for one or more additional terms by resolution of the County Commission.

(c) The members of the Board shall elect a chair who shall be a voting member and vice chair from among the regular members of the Board. The presence of four or more members of the Board shall constitute a quorum of the Board. Members of the Board shall serve without compensation, but may be reimbursed for mileage and per diem expenses as may be authorized by the County Commission, or as otherwise provided for by law.
(d) If a member fails to attend two of three successive meetings without cause and without prior approval of the chairperson of the Board, the Board shall declare the member's office vacant and the County Commission shall promptly fill such vacancy. The members of the Board shall serve in accordance with all ordinances of the County and may be suspended or removed for cause by the County Commission.

(e) The County may appoint an attorney to be legal counsel to the Board. The County Attorney shall represent the County on all matters relating to or pending before the Board.

2. **Creation of the Special Magistrate.**

There is hereby created the position of Code Enforcement Special Magistrate (the "Special Magistrate") who shall have the authority to hold hearings, command compliance, and impose administrative fines, and other non-criminal penalties, and otherwise provide an equitable, expeditious, effective, and cost-effective method of enforcing codes and ordinances. The Special Magistrate so appointed shall have all authority conferred upon special magistrates and code enforcement boards by Chapter 162, Florida Statutes, and such additional authority as may be created and placed upon them bylaw, including by ordinance of the County Commission.

3. **Applicability**

   (a) The Board or Special Magistrate shall enforce and have jurisdiction to enforce all county codes and ordinances.

   (b) The Code Enforcement Officer may, in his discretion, refer violations of this code to the court having jurisdiction in the county.

   (c) The provisions of these sections shall not apply to the enforcement
pursuant to Florida Statutes, Section 553.79 and 553.80, of Building Codes adopted pursuant to Florida Statutes Section 553.73, as they apply to construction, providing that a building permit is either not required or has been issued by the County. For the purpose of this sub-section, the term "Building Codes" means only those codes adopted pursuant to Florida Statutes, Section 553.73.

(d) Special Magistrate shall mean the hearing officer designated by the County Commission as Special Magistrate having the authority to conduct quasi-judicial hearings and assess fines against code violators and such other authority as may be conferred by Florida Statutes, Chapter 162, or any other law. The County Commission may, by ordinance, confer additional authority and responsibility upon the Special Magistrate, including the responsibility and authority to serve as hearing officers in proceedings not involving county code violations.

(e) Neither the Special Magistrate nor any member of the Board shall have the power to initiate enforcement proceedings.

(f) Special Magistrates shall be members of the Florida Bar in good standing, shall have no less than five (5) years experience practicing law, which experience shall include courtroom and administrative hearing experience. Special magistrates shall not be employees of the County or hold any other office with the County government. Special magistrates appointed by the County Commission shall hold office until such time as they are removed with or without cause by the County Commission, and shall comply with the Code of Ethics of the State of Florida and the County.
(g) The County Commission may by ordinance specify that the Special Magistrate appointed under this section shall perform additional duties as hearing officer conducting quasi judicial hearings as the County Commission may in its discretion so designate.

Sec. 2-345. Enforcement procedure.

(a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various ordinances of the County; however, no member of the Board or Special Magistrate shall have the power to initiate such enforcement proceedings.

(b) Except as provided in subsection (c) hereof, if a violation of the ordinances of the County is found, the code inspector shall notify the violator and give him or her a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the code inspector shall notify the Board or Special Magistrate and request a hearing. The Board or Special Magistrate, through their respective clerical staff, shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed to said violator as provided for in section 2-351 below. At the option of the Board or Special Magistrate notice may additionally be served by publication or posting as provided for in section 2-351 below, or served by any other means of legal process. If the violation is corrected and then re-occurs, or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the Board or Special Magistrate even if the violation has been corrected prior to the Board or Special Magistrate hearing, and the notice shall so state.

(c) If a repeat violation is found, the code inspector shall notify the violator, but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon
notifying the violator of a repeat violation, shall notify the Board or Special Magistrate and request a hearing. The Board or Special Magistrate, through their respective clerical staff, shall schedule a hearing and shall provide notice pursuant to section 2-351 hereof. The case may be presented to the Board or Special Magistrate even if the repeat violation has been corrected prior to the Board or Special Magistrate hearing, and the notice shall so state. If the repeat violation has been corrected, the Board or Special Magistrate retains the right to schedule a hearing to determine cost and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his or her rights to this hearing and pay said cost as determined by the Board or Special Magistrate.

(d) If the code inspector has reason to believe a violation presents a serious threat to the public health, safety, and welfare, the code inspector shall make a reasonable effort to notify the violator and may immediately notify the Board or Special Magistrate and request a hearing.

(e) If the owner of property, which is subject to an enforcement proceeding before the Board, Special Magistrate, or court, transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

1. Disclose in writing the existence and the nature of the proceedings to the prospective transferee;

2. Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceedings received by the transferor;

3. Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the
code enforcement proceedings;

(4) File a notice with the code enforcement officer of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner within five days after the date of the transfer.

A failure to make the disclosures described in paragraphs (1), (2) and (3) above before the transfer creates a rebuttal presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is heard.

Sec. 2-346. Conduct of hearing.

(a) Upon request of the code inspector, or at such other times as may be necessary, the chairman of the Board may call a hearing of the Board relating to a code violation. A hearing also may be called by written notice signed by at least three members of the Board. The Special Magistrate shall have the power and authority to call a hearing relating to any code violation which has been previously referred to him or her by the code inspector. Minutes shall be kept of all hearings by the Board or Special Magistrate and all hearings and proceedings shall be open to the public. The County shall provide clerical and administrative personnel as may be reasonably required by the Board or Special Magistrate for the proper enforcement of their respective duties.

(b) Each case before the Board or Special Magistrate shall be presented by the county attorney or by a member of the administrative staff of the County. If the County prevails in prosecuting a case before the Board or Special Magistrate, it shall be entitled to recover all costs incurred in prosecuting the case before the Board or Special Magistrate and such costs may be included in the lien authorized under section 2-348 of this article.
(c) The Board or Special Magistrate shall proceed to hear the cases on the agenda for that day. All testimonies shall be under oath and shall be recorded. The Board or Special Magistrate shall take testimony from the code inspector and the alleged violator, as well as from any other witnesses proffered by either the code inspector of the alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(d) At the conclusion of the hearing, the Board or Special Magistrate shall issue findings of fact, based on evidence of record, and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted herein. The finding shall be by motion approved by a majority of those members present and voting, except that at least four members of the Board must vote in order for the action to be official. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, under the conditions specified in subsection 2-348(a), the cost of repairs may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the public records of Columbia County, Florida, and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the Board or Special Magistrate shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing shall not be required to issue such an order acknowledging compliance.

Sec. 2-347. Powers of Enforcement Board and Special Magistrate.

1. The Board shall have the power to:
(a) Adopt rules for the conduct of its hearing;
(b) Subpoena alleged violators and witnesses to the hearings. Subpoenas may be served by the Columbia County Sheriff or its designated officers, or any other lawful process server.
(c) Subpoena evidence;
(d) Take testimony under oath;
(e) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

2. The Special Magistrate shall have the authority and power to hold hearings, command compliance, and assess fines against violators of the County codes and ordinances and have the authority to:

(a) Subpoena alleged violators and witnesses to hearings through service by the Columbia County Sheriff or any lawful process server.
(b) Subpoena evidence to hearings.
(c) Take testimony under oath or affirmation.
(d) Issue orders having the force of law to command whatever steps may be reasonably necessary to bring a violation into compliance, and conduct hearings in an orderly manner in accordance with the requirements of due process and all requirements of law; impose fines upon violators and persons responsible pursuant to law; upon entering a finding that a violation or repeat violation exists, the special magistrate may simultaneously, or at a later time, direct the responsible party to take steps to cure the violation within a reasonable, specified period of time and may
further direct that in the event that the responsible party fails to cure the violation in the time specified, the County may enter upon the property and cure or remove the violation, either by doing so directly or by a third party contract. The order shall further provide that in the event the County cures or removes the violation itself, or by third party contract, the reasonable cost to the County for the time, labor, and expenses or contract payment shall be borne by the responsible party and shall become a lien upon any and all real or personal property of the responsible party wherever situated, enforceable according to law. The priority of code enforcement liens versus mortgages, liens and encumbrances shall be determined upon the date of recording of the lien.

Sec. 2-348. Administrative fines; cost of repairs, liens.

(a) The Board or Special Magistrate, upon notification by the code inspector that an order of the Board or Special Magistrate has not been complied with by the time set or, upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the Board or Special Magistrate for compliance or, in the case of repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code inspector. In addition, if the violation is a violation described in section 2-345, subsection (d), the Board or Special Magistrate shall notify the County Commission, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the county to make further repairs or to maintain the
property and does not create any liability against the county or the County Commission for any damages to the property if such repairs are completed in good faith. If a finding of a violation or a repeat violation has been made as provided for in this section, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, the Board or Special Magistrate finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in subsection (b)(1) of this section.

(b) (1) A fine imposed pursuant to this section shall not exceed $250.00 per day for a first violation and shall not exceed $500.00 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (a) of this section. However, if the Board or Special Magistrate finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed $5,000.00 per violation.

(2) In determining the amount of the fine, if any, the Board or Special Magistrate shall consider the following factors:

a. The gravity of the violation;

b. Any actions taken by the violator to correct the violation;

c. Any previous violations committed by the violator.

(3) The Board or Special Magistrate may reduce a fine imposed by this section.

(c) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records of Columbia County, Florida, and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the Sheriff of Florida, including execution and levy against the personal property.
of the violator, but such order shall not be deemed to be a court judgment, except for enforcement purposes. A fine imposed pursuant to this section shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the County, and the County Commission may execute a satisfaction or release of lien entered pursuant to this section. After three months from the filing of any such lien which remains unpaid, the Board or Special Magistrate may authorize the county attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien, plus accrued interest. No lien created pursuant to the provisions of this section may be foreclosed on real property which is a homestead under Section 1, Article X of the State Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under Section 4 (a), Article X of the State Constitution.

Sec. 2-349. Duration of lien.

No lien provided under this article shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action is commenced pursuant subsection 2-348(b)(2)c in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including a reasonable attorney's fees incurred in this action. The County shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

Sec. 2-350. Appeals.
An aggrieved party, including a local governing body, may appeal a final administrative order of the Board or Special Magistrate to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Board or Special Magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed. The Board or Special Magistrate shall, by rule, establish reasonable charges to be paid by the appealing party for preparation of the record to be appealed.

Sec. 2-351. Notices.

(a) All notices required by this ordinance shall be provided to the alleged violator by:

(1) Certified mail, return receipt requested, provided if such notice is sent under this section to the owner of the property in question at the address listed in the tax collector's office for tax notices and at any other address provided to the County by such owner and is returned as unclaimed or refused, notice may be provided by posting as described in F.S. ch. 162, section 12, subsection (b)(2)(i) and (ii) and by first-class mail directed to the addresses furnished to the County with a properly executed proof of mailing or affidavit confirming the first-class mailing;

(2) Hand delivery by the sheriff or other law enforcement officer, code inspector, or any other person designated by the County;

(3) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

(4) In the case of commercial premises, leaving the notice with the manager or other person in charge.
(b) In addition to providing notice as set forth in subsection (a), at the option of the Board or Special Magistrate, notice may also be served by publication or posting as follows:

(1) a. Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in Columbia County, Florida. The newspaper shall meet such requirements as are prescribed under F.S. ch. 50, for legal and official advertisements.

b. Proof of publication shall be made as provided for in F.S. §§ 50.041 and 50.051.

(2) a. In lieu of publication as described in paragraph (1), such notice may be posted at least ten days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be the main offices of the County.

b. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(3) Notice of publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (a).

a. Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (a), together with proof of publication or posting as
provided in subsection (b), shall be sufficient to show that the notice requirements of this section have been met, without regard to whether or not the alleged violator actually received such notice.

Sec. 2-352. Jurisdiction.

The Board or Special Magistrate shall have jurisdiction to hear and decide alleged violations of all ordinances in force in the County, unless such ordinances expressly exclude the use of the procedure created by this article for enforcement of the same. The jurisdiction of the Board or Special Magistrate shall not be exclusive. Any alleged violation of any of the ordinances of the County may be pursued by appropriate remedy in court or by enforcement of the criminal penalty provided for in such ordinance, at the option of the administrative official whose responsibility it is to enforce that respective ordinance.

Sec. 2-353. Area embraced.

All unincorporated territory within the legal boundaries of the County shall be embraced by the provisions of this article.

Section 2. Repeal. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 3. Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this ordinance be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 4. Inclusion in County Code. It is the intention of the County Commission of Columbia County, Florida, that the provisions of this ordinance shall become and be made a part of
the Code of Ordinances of Columbia County, Florida, and that the sections of this ordinance may be
renumbered or re-lettered and the word ordinance may be changed to "section", "article", or such
other appropriate word or phrase in order to accomplish such intentions.

**Section 5. Effective Date.** This ordinance shall take effect upon its adoption.

PASSED AND ADOPTED upon first reading the ____ day of __________, 2014.

NOTICE PUBLISHED on the ____ day of ___________, 2014.

PASSED AND ADOPTED upon second and final reading this ____ day of
____________, 2014.

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA

By: ___________________________________________
    Ronald W. Williams, Chairman

ATTEST:

__________________________________________
Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _______________________________________
    MARLIN FEAGLE
    County Attorney
THIS EASEMENT DEED

(made and entered into this day of ____, 2014, by and between RUBEN HOWARD THOMAS and his wife, PATRICIA ANN THOMAS, whose mailing address is Post Office Box 2647, Lake City, Florida 32056, hereinafter referred to as “Grantor,” and COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereinafter referred to as “Grantee;”

WITNESSETH:

That for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration this day in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged by the parties, Grantor does hereby grant to Grantee a non-exclusive, perpetual easement and right-of-way for the purposes described herein, over, under and across the following real property in Columbia County, Florida, described as follows:

TOWNSHIP 1 SOUTH - RANGE 17 EAST

Section 28: That portion of the existing roadway of approximately 45 feet in width running in a southeasterly direction beginning with the southerly right-of-way line of NE Register Lane and ending 150 feet southeast of the center line of a stream known as Ruben’s Creek, a tributary to Deep Creek. Said roadway is depicted on the map or sketch attached hereto. Said property being included in the description of the Warranty Deed recorded in Official Records Book 763, Page 240, public records, Columbia County, Florida.

Tax Parcel No.: 28-IS-17-04577-000
(herein “Roadway Easement”)

upon the following terms and conditions:

1. Grantor hereby grants to Grantee a non-exclusive, perpetual easement for the purpose of allowing the Grantee the right of ingress and egress to maintain the Roadway Easement for Grantee’s use in constructing, installing, replacing, repairing, enlarging, expanding, maintaining and operating infrastructure, drainage facilities and appurtenances located in or around said creek to facilitate the flow of waters, including storm water, of the creek for the benefit of the public in controlling storm water and other flooding conditions. Also, for allowing access by County emergency vehicles, such as fire, rescue, law enforcement, and similar public service vehicles.

2. Grantor represents and warrants that they are authorized to enter into this Easement Deed, and that they own fee simple title to the property described herein, free of all liens and encumbrances or any restrictions which would prohibit the use of the drainage easement as contemplated herein.

3. That the Easement areas must be kept open at all times without obstruction for the purposes set forth herein. No permanent buildings or trees shall be placed on the Roadway Easement.

4. Grantor reserves for themselves, their successors and assigns, the right to the use of the Roadway Easement for all purposes not inconsistent with this grant and not unreasonably interfering with the exercise of the rights granted herein to Grantee.

5. Any drainage pipeline, ditch or other infrastructure constructed, installed and maintained pursuant to this agreement shall be placed and constructed in a good workmanlike manner. Grantor hereby covenants and agrees that no buildings, structures or obstacles shall be located, constructed, excavated or created within the Roadway Easement. Grantee may erect information or other signs upon the Roadway Easement as deemed necessary and appropriate by Grantee.

6. Grantee will not unreasonably interfere with Grantor’s safe and convenient means of ingress and egress from the public roadway, NE Register Lane, to and from Grantor’s adjacent property.
7. If the Easement Property is fenced by Grantor, Grantor shall install gates of sufficient width to allow for Grantee’s trucks and other equipment to have ready access to the roadway and drainage facilities.

8. This Easement shall run with the land and shall be binding upon and shall inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

9. Notwithstanding anything herein to the contrary, either party, their heirs, successors, or assigns, may terminate this agreement upon 120 days prior written notice to the other.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

RUBEN HOWARD THOMAS (SEAL)

PATRICIA ANN THOMAS (SEAL)

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 30th day of February, 2014, by RUBEN HOWARD THOMAS and his wife, PATRICIA ANN THOMAS, who are personally known to me or who have produced Florida driver’s licenses as identification.

Yvonne S. Edenfield
Notary Public, State of Florida

My Commission Expires:
MEMORANDUM OF AGREEMENT BETWEEN
PLUM CREEK LAND COMPANY AND COLUMBIA COUNTY, FLORIDA

PLUM CREEK LAND COMPANY, a Delaware corporation (Plum Creek), and
COLUMBIA COUNTY, a political subdivision of the State of Florida (County), enter into this
Memorandum of Agreement (MOA) as of this ___ day of ________, 2014. Plum Creek and the
County agree as follows:

Section 1 – Background

1.1 Plum Creek and its affiliates are the owners of approximately 6,000 +/- acres of land in
Columbia County. The County adopted a Comprehensive Plan Amendment which designated
2,622 acres of Plum Creek’s lands as a mixed-use district. See attached Exhibit A. Within that
mixed-use district, the State of Florida and the North Florida Economic Development
Partnership designated 500 acres as a Rural Area of Critical Economic Concern (RACEC)
Catalyst Site for North Central Florida.

1.2 Plum Creek received approval for a rezoning and preliminary development plan from the
County for a project known as the North Florida INTERMODAL PARK® (Project), which
includes the RACEC Catalyst site. The Preliminary Development Plan (Plan) for the Project
depicts rail spurs, roadways, open space and conservation areas within the Project. See attached
Exhibit B.

1.3 The purpose of this MOA is to establish the actions and contributions that Plum Creek
and the County are willing to make with regard to ownership and maintenance of public areas
within the Project and facilities and funding strategies for infrastructure for the Project.

Section 2 - Rail Spur

2.1 The Plan depicts a Proposed Rail Alignment which consists of lands owned by the United States Forest Service (USFS) as well as Plum Creek. The County agrees to accept an easement from the USFS for the Proposed Rail Alignment portion through and across USFS lands if it is in a form substantially the same as Exhibit C, which is the same document attached to the Agreement to Initiate executed by the County. Plum Creek agrees to identify, reserve and donate in phases to the County the necessary right-of-way in fee through its lands or grant an easement to the County for said lands for the duration of any easement granted to the County by the USFS, contingent upon County approval of the Final Development Plan for the phase of the Project which includes the rail spur. When the fee title is donated or an easement is granted to the County by Plum Creek, the County agrees to construct and maintain the Proposed Rail Alignment rail spur, subject to Paragraph 2.3, below.

2.2 The County agrees to construct the rail spur in accordance with standards developed by the Florida Department of Transportation (FDOT) pursuant to Section 336.045, Fla. Stat. A licensed professional engineer shall certify that the design and construction of the rail spur meets the construction standards established by FDOT and CSX. Plum Creek agrees to work cooperatively with the County to obtain grant funding for design and construction of the rail spur under the FDOT Economic Development Transportation Fund (EDTF) Program, the Community Enhancement Grant Program, or other available programs.

2.3 The County’s agreement to construct and maintain the Proposed Rail Alignment rail spur is contingent upon: (1) an agreement with CSX regarding the rail spur in a form acceptable to
the County, (2) receipt of all permits required for the at-grade crossing of US Highway 90, with permit conditions acceptable to the County, and (3) the County’s receipt of adequate funds from grants or other sources for the specific purpose of constructing the Proposed Rail Alignment rail spur.

Section 3 – Consideration of Final Development Plan

3.1 If the Project phase within the FDP contains some portion of the Proposed Rail Alignment, the County agrees to consider the FDP application filed by Plum Creek pursuant to the process outline in LDR 13-04 Section 5.16. Nothing herein shall limit or modify the County’s exercise of its authority to consider whether to approve or deny these applications.

3.2 If the County denies the FDP applications for the phase or phases which include the rail spur, or proposes conditions of approval that are unacceptable to Plum Creek, this MOA shall be null and void and of no further effect.

Section 4 - Roadways

4.1 The initial FDP phase shall include onsite public roadways within the Project, including up to two major roadway connections to U.S. Highway 90. The parties anticipate that Tyre Road will be “realigned” and its function replaced with a combination of onsite north-south public roadways. Future FDP phase submittals shall include an east-west connection to Timberwolf Avenue. Plum Creek agrees to donate the necessary right-of-way in fee for these public roadways to the County, and the County agrees to own and maintain these public roadways, based on final design plans of the various phases of the Project. The parties agree to coordinate efforts to obtain grants and funding for the construction of the public roadways.
Construction and maintenance of private roadways within the Project shall not be the responsibility of the County.

4.2 The County shall have no obligation to construct and maintain any roadways within the Project unless it receives adequate funds from grants or other sources for that specific purpose. However, the County may expend funds to construct and maintain roadways within the Project if it chooses to do so.

Section 5 – Agreements regarding transportation priorities and grants

5.1 The County agrees that it will include and maintain onsite and offsite transportation improvements relating to the RACEC Catalyst site on the County’s current list of priority transportation projects until the earlier of funding of Preliminary Design and Engineering for said projects is secured or it reasonably believes such funding will not be secured. The County further agrees that it will work cooperatively with Plum Creek to seek grant funding for construction of the rail spur, turn lanes, entrance features, and transportation infrastructure for the Project within the US 90 right-of-way and within the RACEC Catalyst site available under the FDOT Economic Development Transportation Fund (EDTF) Program, the County Incentive Grant Program, the Small County Outreach Program, the Small County Road Assistance Program, or other available programs.

Section 6–Primary Open Space

6.1 The FDP phases shall include a network of primary open space areas within the Project. The location of the primary open space areas shall be generally as depicted on the Preliminary Development Plan, which may be amended from time to time. Stormwater management facilities will be located within the primary open space areas of the Project. It is anticipated that
the stormwater management facilities shall be owned and maintained by the County, with Plum Creek retaining an easement over the vegetated areas for landscaping maintenance purposes.

Plum Creek agrees to work cooperatively with the County to obtain grant funding for construction of the stormwater facilities under the FDOT Economic Development Transportation Fund (EDTF) Program, the County Incentive Grant Program, the Small County Outreach Program, the Small County Road Assistance Program, or other available programs. The County shall have no obligation to construct and maintain any stormwater facilities within the Project unless it receives adequate funds from grants or other sources for that specific purpose. However, the County may expend funds to construct and maintain stormwater facilities within the Project if it chooses to do so.

Section 7 – Wastewater Utilities Contingency

7.1 The parties agree that, in the event the City of Lake City is unable or unwilling to provide wastewater utilities to the Project, the parties will cooperate on obtaining approval of alternative facilities adequate to serve the Project. The alternative facilities may but shall not be required to be provided by the County, another public entity, or a private provider.

Section 8 – County Purchase of Plum Creek Property

8.1 Plum Creek agrees that, in the event the County desires to purchase property within the RACEC Catalyst Site for use as an economic incentive for a prospective end user, said property shall be appraised based on its fair market value prior to the construction of public facilities by the County within the boundaries of or adjacent to the property. The parties will attempt to agree on an MAI certified appraiser, but if the parties are unable to agree, each shall choose an MAI certified appraiser. The fair market value shall be the average of the two respective valuations.
Should the respective values not be within 20% of one another, then the parties may agree to jointly select a third MAI certified appraiser to provide the final value or agree to use the average of the two original values.

Section 9 – County Not Required to Expend County Tax or other Revenues.

Notwithstanding anything herein to the contrary, except to the extent the County receives and appropriates adequate funds from grants or other sources for that specific purpose, the County shall not be obligated to expend any ad valorem tax or other County revenues to construct or maintain any of the Project or facilities herein described. However, the County may expend funds to construct or maintain the Project or facilities if it chooses to do so.

Section 10 Miscellaneous

10.1 Public Record. The parties acknowledge that this document is a public record and it can be disclosed as such by either party.

10.2 Notices. All notices pertaining to this MOA shall be in writing and shall be given by personal hand delivery, certified mail return receipt requested, or by overnight delivery service with a receipt, at the respective addresses shown below, or such other addresses the parties shall specify by written notice to the other delivered in accordance herewith, postage prepaid:

Plum Creek Land Company
One Concourse Parkway
Suite 755
Atlanta, GA 30328
Attn: Ms. Elizabeth Fee
Director-Law

Columbia County
County Manager
P.O. Box 1529
Lake City, FL 32056-1529
10.3. **Controlling Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any action arising out of this MOA shall be in Columbia County, Florida.

10.4. **Time of the Essence.** The parties agree that time shall be of the essence in the performance of the terms and conditions of this MOA. The parties agree that cooperation in good faith in all matters relating to this MOA is of paramount importance to further the economic development goals that are mutually beneficial to Plum Creek and the County. Whenever any date or deadline specified in this Agreement falls upon a Saturday, Sunday or legal holiday, said date or deadline shall automatically be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.5. **Severability.** In case any covenant, condition, term or provision contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, in whole or in part, by judgment, order or decree of any court or other judicial tribunal of competent jurisdiction, the validity of the remaining covenants, conditions, terms and provisions contained in this Agreement, and the validity of the remaining part of any term or provision held to be partially invalid, illegal or unenforceable, shall in no way be affected, prejudiced, or disturbed thereby.

10.6. **Entire Understanding; Modification in Writing.** This instrument constitutes the entire understanding between the parties and supersedes all previous discussions, understandings and agreements. Amendments to and waivers of the provisions herein shall be made by the parties in writing. No waiver or modification of this MOU or of any covenant, condition or limitation
herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

10.7 **No Waiver.** Any failure of either party to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing by the other, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

10.8 **No Third Party Beneficiaries.** This MOA is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a party hereto. Nothing in this MOA expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this MOA or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10.9 **Arm’s Length.** This MOA has been negotiated fully between the parties as an arms length transaction. The parties participated fully in the preparation of this MOA. In the case of a dispute concerning the interpretation of any provision of this MOU, both parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10.10 **Effective Date; Term.** This MOA shall be effective upon the date of execution of the last party executing same. The execution of one or more Developer Agreements for end users at the Project shall not affect the provisions relating to rights, responsibilities, commitments and
obligations of the parties hereto. The MOA shall remain in effect until 2043. Thereafter, the MOA shall be subject to renewal for up to two (2) successive five-year periods by mutual agreement of the parties.

In Witness Whereof, the parties have executed this agreement on the dates shown below.

Plum Creek:

Plum Creek Land Company

By: ____________________________________________
Name: James A. Kilberg
Its: Senior Vice President – Real Estate, Energy & Natural Resources

Date of Execution: ____________________________

County:

Columbia County

By: ____________________________________________
Name: 
Its: Chairman

Date of Execution: ____________________________
### Land Use Summary

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<tr>
<th>Zoning Category</th>
<th>Description</th>
<th>Mix-Use District Acreage</th>
<th>Mix-Use District Percentage</th>
<th>Allowable Flue Policy</th>
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<td>Category B</td>
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<td>TOTAL Non-Residential</td>
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<td>1237</td>
<td>46.2%</td>
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<td>Category D</td>
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<td>Category E</td>
<td>Primary Open Space</td>
<td>500</td>
<td>38.8%</td>
<td>10% (Max)</td>
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</table>

**Note:**
- The proposed floor area ratio (F.A.R.) statement: 50% of total non-residential land area with certain exceptions, subject to compliance with the landscape regulations and building setbacks specified in the main text.
- For purposes of the D.A.R., the total non-residential land area will be calculated as the sum of all non-residential land areas within the district.
- The maximum building coverage is 12.0% of the total non-residential land area.

### Facility Ownership and Maintenance

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<td>Private Roadways</td>
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<td>P.O.A.</td>
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<tr>
<td>Roadside Ramps</td>
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<td>County</td>
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<td>Stormwater Management Facilities</td>
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<td>P.O.A.</td>
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<tr>
<td>P.O.A. = Property Owner &amp; Association</td>
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</table>

### Notes:
1. The maximum building coverage is 12.0% of the total non-residential land area.
2. The proposed floor area ratio (F.A.R.) statement is 50% of total non-residential land area with certain exceptions, subject to compliance with the landscape regulations and building setbacks specified in the main text.
3. For purposes of the D.A.R., the total non-residential land area will be calculated as the sum of all non-residential land areas within the district.
4. The maximum building coverage is 12.0% of the total non-residential land area.
5. Primary open space is subject to change based on final design.
6. Wetland area within primary open space: 700 acres (72.1%)
7. Upland area within primary open space: 291 acres (26.9%
8. PRIMARY OPEN SPACE TOTAL: 991 acres (100.0%)
EXHIBIT C

RAILROAD EASEMENT
TRACT O-999

THIS RAILROAD EASEMENT (the Easement), dated this _____ day of ____________, 2013, between the UNITED STATES OF AMERICA, "Grantor", acting herein by and through the Forest Service, United States Department of Agriculture, and COLUMBIA COUNTY, a political subdivision of the State of Florida (County), whose address is ________________, hereinafter called "Grantee".

WITNESSETH:

Grantor, hereunto authorized by the Acts of Congress approved under the Weeks Act of March 1, 1911 (36 Stat. 961, as amended; 16 U.S.C. 516), the Federal Land Policy and Management Act of October 21, 1976 (FLPMA) (90 Stat. 2755, as amended; 43 U.S.C. 1701, 1715, 1716, 1717); the Federal Land Exchange Facilitation Act of 1988, P.L. 100-409, 102 Stat. 1086, and the National Trails System Act of October 2, 1968 (82 Stat. 922; 16 U.S.C. 1246), the provisions of which have been complied with, for and in consideration of the conveyance to the Grantor of an easement in exchange across lands in the Counties of Columbia, Baker and Union, State of Florida, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee, it successors and assigns, a perpetual easement over and across the lands in the County of Columbia, State of Florida, more particularly described on Exhibit A, attached and made a part hereof (the "Premises").

The Department of Agriculture, Forest Service, shall be contacted directly by the Grantee for required approvals affecting the use of the easement, as provided in various parts of this easement. The Forest Supervisor, National Forests in Florida, shall be the representative of the Forest Service with the authority to give necessary approvals.

This railroad easement is subject to the following terms, conditions, and covenants;

The Grantee and the Forest Supervisor shall make determinations of the necessity for archeological and paleontological reconnaissance and salvage within the Premises. Reconnaissance and salvage, to the extent determined necessary because of construction of the railroad facility, will be undertaken by Grantee in compliance with state laws and in compliance with acts entitled by Executive Order 11593; the National Historic Preservation Act of 1966 (16 U.S.C. 470); and Title 36, Code of Federal Regulations, Part 800 (36 CFR part 800).

Grantee shall maintain any terracing, water-bars, lead-off ditches, reshaped slopes and other preventive drainage structures within the Premises.
Unless approved by the Forest Supervisor or shown on approved construction plans, the Grantee shall not establish borrow, sand, or gravel pits, stone quarries, camps within the Premises.

The Grantee may maintain the Premises by means of chemicals only with the specific written approval of the Forest Supervisor. Applications for such approval must be in writing and specify the time of use, chemicals and methods to be used, and the exact portion of the Premises to be treated.

The easement is limited to the use of the Premises for the purposes of construction, operation and maintenance of a railroad spur and includes electric power lines, communications wires and cables, stormwater management facilities, and any other utilities, fixtures or facilities necessary for the operation of such railroad spur. The easement also includes the right to keep the Premises clear and to remove obstructions that may interfere with the use of said railroad spur or that may or might be a hazard to the use of the same. The right of the Forest Service to use any portion of the Premises for non-railroad purposes shall not be exercised when such use would be inconsistent with operation of the railroad spur or would interfere with the free flow of rail traffic or impair the full use and safety of the railroad spur. However, nothing in this paragraph shall preclude the Forest Service from locating National Forest or Department of Agriculture information signs on the portions of the right of way outside the clearing-zone limits.

If the Grantee determines that the rail spur, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. The termination shall be evidenced by a statement in recordable form from the Grantee to the Grantor or its successors or assigns in interest.

The Grantee shall do everything reasonably within the Grantee’s power to prevent forest fires and, except during construction, will not allow disposal of material by burning in open fires during the closed season established by law without a written permit from the proper fire protection agency.

The grantor reserves the right to all timber now or hereafter growing within the right-of-way subject to grantees right to cut timber within the right-of-way to the extent necessary for constructing, reconstructing, and maintaining the railroad. Unless otherwise agreed to, timber so cut shall be cut into logs of standard lengths and decked along the railroad for disposal by the grantor.

Stipulations as shown on attached Exhibit B.
IN WITNESS WHEREOF, the Grantor, by its duly authorized representative, has executed this easement deed pursuant to the delegation of authority promulgated in Title 7 CFR 2.60, and 49 FR 34283 and 4, August 29, 1984, on the day and year first above written.

UNITED STATES OF AMERICA

Signed, sealed and delivered in our presence as witnesses:

Signature: ____________________________
Printed Name: ________________________

Signature: ____________________________
Printed Name: ________________________

BY _________________________________
Name: _______________________________
Title: _______________________________
Forest Service
Department of Agriculture

ACKNOWLEDGMENT

STATE OF _______ )
COUNTY OF _______ )SS.

On this _______ day of _________, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared ____________________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual who executed the within and foregoing instrument as the ____________ of entity name___________, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Name (Printed)______________________
My Commission Expires__________
EXHIBIT A

PREMISES

A parcel of land, being a portion of the Northeast 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 72.36 feet to a point on the Southerly Right of Way line of CSX Railroad (200' Right of Way); thence departing said East line and on said Southerly Right of Way line, S 82°58'17" W, a distance of 1827.57 feet to a point on a curve, concave Southeast, having a radius of 523.69 feet and a central angle of 65°25'11" said point also being the Point of Beginning; thence departing said Southerly Right of Way line and on the arc of said curve a distance of 597.94 feet said arc being subtended by a chord which bears S 32°02'27" W, a distance of 565.99 feet to the curves end; thence S 00°39'58" E, a distance of 1301.13 feet to a point on the Northerly Right of Way line of U.S. Highway 90 (a variable width Right of Way); thence on said Northerly Right of Way line, S 89°20'02" W, a distance of 100.00 feet; thence departing said Northerly Right of Way line, N 00°39'58" W, a distance of 1134.13 feet to the beginning of a curve, concave Westerly, having a radius of 575.01 feet and a central angle of 5°43'29"; thence on the arc of said curve a distance of 57.45 feet said arc being subtended by a chord which bears N 03°31'43" W, a distance of 57.43 feet to the curves end; thence N 06°23'27" W, a distance of 38.74 feet to the beginning of a curve, concave Southwest, having a radius of 523.69 feet and a central angle of 70°44'01"; thence on the arc of said curve a distance of 646.51 feet said arc being subtended by a chord which bears N 41°45'27" W, a distance of 608.23 feet to a point on the aforesaid Southerly Right of Way line of CSX Railroad; thence on said Southerly Right of Way line, N 82°58'17" E, a distance of 816.06 feet to the Point of Beginning.
EXHIBIT B
STIPULATIONS

This Stipulation, made this ______ day ________, ________, by and between Columbia County, hereinafter referred to as the County, and the Forest Service, United States Department of Agriculture, acting herein by and through the Forest Supervisor, hereinafter referred to as the Forest Supervisor.

WHEREAS, the County is planning the laying out, construction, operation, and maintenance of a railroad spur line which traverses lands of the United States in the State of Florida, County of Columbia, administered by the Forest Service, and

WHEREAS, the County and the Forest Supervisor desire to cooperate in the development and construction of a railroad spur line that will protect adequately and afford adequate utilization of the lands of the United States for the purposes for which the lands are being administered.

NOW THEREFORE, supplementary to the terms and conditions of the Railroad Easement between the United States, acting through the Department of Agriculture, Forest Service, and the County, both parties hereto agree to carry out the following provisions during the Construction Stage defined as when construction activities commence and end when the Forest Service and the County mutually agree that any work done thereafter will be considered as maintenance, EXCEPT, that the Forest Service reserves the right to reinstate the provisions of this stipulation if the County subsequently submits plans for substantial alteration of the rail spur.

The County will:
1. Before any clearing of the right of way or construction of the railway commences:

a. Prepare, in cooperation with the Forest Supervisor, a fire protection plan that sets forth in detail the fire prevention, pre-suppression, and suppression measures that will be taken by the County, its employees, contractors, and subcontractors, and their employees in all operations during the construction stage. The fire protection plan shall be made available to all bidders prior to letting contract and the County shall cause its contractors to comply with all provisions of the fire plan and of all burning permits issued for disposal of flammable materials.

b. Rail line construction shall start immediately following construction clearing or according to timeframes included in a construction schedule to be jointly agreed to between Grantor and Grantee.

c. Prepare, in cooperation with the Forest Service, landscape, clearing and erosion control plans with the objective of restoring the rail side landscape, protecting soil, and protecting or re-establishing vegetative cover outside of the operational rail spur.
improvements. Such plans shall, when appropriate, provide for re-vegetating cuts, fills, and other areas impacted as a result of rail spur construction; maintenance or operation; and shall address terraces, drainage swales, soil stock-pile areas, soil replacement, and other related design elements necessary to achieve the objective.

d. Protect from erosion at points where stormwater is discharged from culverts with special attention directed to those portions of drainage structures which extend from stabilized portions of the rail bed. Extra measures may be necessary for stabilization at those locations.

e. Permanently monument the right of way in accordance with State requirements for such right of way prior to completion of construction, but in any event, the minimum requirement for monumentation shall be placement of permanent monuments at the intersection of the right of way with all property lines, section lines, and at intervals of not more than 1,000 feet along the right of way limits.

f. Reestablish or restore public land monuments disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Forest Surveyor. Other land monuments and property corners or witness markers shall not be damaged, destroyed, or obliterated without the prior permission of the Forest Supervisor, and shall be relocated or reestablished in accordance with standards satisfactory to the Forest Supervisor.

By: ____________________________
County Right of Way Manager

By: ____________________________
County Secretary

By: ____________________________
County Environmental Engineer

SUSAN JEHEBER-MATTHEWS
Forest Supervisor
National Forests in Florida
Memorandum of Understanding between Plum Creek Land Company, Columbia County -- Florida ("Columbia County") and Jacksonville Port Authority ("JAXPORT")

THIS AGREEMENT is executed by and between Plum Creek Land Company, Columbia County and JAXPORT in order to form a strategic partnership to enhance economic development and global commerce in North Florida.

WHEREAS, significant growth in international commerce is expected for the foreseeable future and drives the need for cooperation between the port and inland locations in order to maximize economic development, achieve efficient use of resources and ensure effective delivery of goods.

WHEREAS, cooperative agreements facilitate information sharing and open dialogue, which allow stakeholders to benefit from wide ranging expertise and information concerning situations or challenges as they are occurring.

WHEREAS, longer term benefits of cooperation can prevent or diminish obstacles to achieving an efficient port corridor supply chain to inland locations.

WHEREAS, the Jacksonville Port Authority Strategic Plan dated December 5, 2013 identifies the development and location of import distribution centers within proximity to a deep water port as a key catalyst for increased steamship service and recommends that JAXPORT market areas with multiple Class I rail access that are located near port property for the potential development of logistics centers.

NOW, THEREFORE, consideration of the mutual provisions hereinafter contained, the parties agree as follows:

I. Scope of Agreement

A. This Agreement sets forth the basis of mutual understanding between the parties to explore the benefits of a strategic partnership for the purpose of enhancing global commerce between the JAXPORT corridor supply chain and Plum Creek Land Company’s North Florida INTERMODAL PARK® in Columbia County, Florida.

B. This Agreement will be ongoing until and unless any one of the parties withdraw from the agreement by 30-day written notification to the other parties.

C. The following sets forth the intent of the parties.

1. The parties agree to share information that may assist the parties in the joint marketing each other’s locations.

2. The parties agree to work together and cooperate as needed to form and maintain a federally designated U.S. foreign-trade zone ("FTZ") magnet site under FTZ 64’s Alternative Site Framework ("ASF") at Plum Creek Land Company’s North Florida INTERMODAL PARK® subject to federal regulations and requirements. In order to allow for the grantee sponsorship of the FTZ 64 magnet site at the appropriate time, JAXPORT (as the Grantee of FTZ 64) agrees to reserve one FTZ magnet site out of the federally mandated maximum number of FTZ 64 magnet sites for this purpose.
3. The parties further agree to prioritize each other's locations in marketing and promotion efforts to attract and maintain global businesses. The parties agree to meet and communicate regularly and more frequently as needed to share best practices, educate prospective businesses and identify new opportunities for mutual benefit. The parties share interest in promoting opportunities that have the potential to increase business for the port while increasing employment and investment in Columbia County at Plum Creek Land Company's North Florida INTERMODAL PARK®. In this manner, the parties intend to form an informal marketing alliance, which is designed to result in the development of a key inland connection to the port. The types of marketing and promotion activities envisioned by the parties include but are not limited to website promotion, references in marketing presentations and brochures, and joint participation in outreach events. Outreach events are expected to include trade shows as well as meetings with importers/exporters, site selection influencers, foreign direct investment candidates, commercial real estate brokers and economic development professionals. The parties agree to invite each other to party-sponsored public events where prospects of mutual interest are in attendance.

4. To the extent each party is able, the parties agree to provide each other with timely information to improve international commerce through the JAXPORT corridor supply chain.

5. To the extent each party is able, the parties agree to meet on a periodic basis to discuss needs associated with JAXPORT and inland port logistics, and the development of plans intended to meet logistics needs.

6. To the extent each party is able, the parties agree to identify and discuss strategies to stimulate intermodal transport and optimum use of the intermodal system including meetings with rail and other transportation-related companies.

7. To the extent each party is able, the parties agree to highlight each other's cooperation and successes through internal and external communications.

8. The parties agree to identify and maintain a staff representative as a primary point of contact and liaison for each party.

Columbia County

By: ____________________________
County Official

Date: __________________________

Jacksonville Port Authority

By: ____________________________
Chief Executive Officer

Date: __________________________

Plum Creek Land Company

By: ____________________________

Date: __________________________
RIGHT-OF-WAY ACQUISITION GUIDELINES

In order to ensure that right-of-way purchases in Columbia County are fair and equitable for all citizens and that the right-of-way acquisition process is completed in the most cost-effective and timely manner possible, the following right-of-way acquisition guidelines are recommended:

- The Operations Manager, County Engineer and the County Commissioners in which the right-of-way will be acquired will meet to discuss the project. The purpose of the meeting will be to discuss any known or expected issues and strategies for mitigating such issues.

- The County Engineer will provide instruction to the County Surveyor and authorize the establishment of a center line and the identification of the proposed right-of-way limits.

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

- Upon completion of the centerline and right-of-way survey, the Operations Manager, County Engineer, the County Commissioner in which the right-of-way is being acquired and the County Attorney will meet. The purpose of this meeting is to make any final changes to the limits of the right-of-way to be acquired.

- The County Engineer will authorize the County Surveyor to complete the right-of-way survey complete with property boundaries and legal descriptions. The legal descriptions shall include the acreage amount, the gross right-of-way (currently maintained and owned by the County plus additional right-of-way to be acquired), and acreage for additional right-of-way acquired.

- The County Engineer shall contact entities providing utility services in existing right-of-way or additional right-of-way and determine what, if any, utility easements need to be acquired by the County at the time of property acquisition.

- Upon completion of the final survey, including property boundaries and legal descriptions, the Operations Manager, County Engineer and County Attorney shall decide which parcels will require a title search. The County Attorney will order all needed and necessary title searches.

- Upon completion of all title searches, the Operations Manager, County Engineer and County Attorney shall group all parcels to be acquired into one of four categories:
(1) no appraisal needed;

(2) to be acquired utilizing values determined by the County Property Appraiser;

(3) to be acquired utilizing a value determined by a limited (restricted) summary appraisal report; and

(4) to be acquired utilizing a value determined by a full appraisal report, including land and improvements taken, damage to remainder (severance) or other compensable damages or costs to cure.

*NOTE: At this time the decision will be made regarding the necessity of obtaining partial releases of any mortgage or other liens encumbering the property.*

- The County Engineer and County Attorney shall meet with the County Acquisition Agent and review parcels contained within Categories 1 and 2. Specific guidelines and authorization to make an offer shall be given to the County Acquisition Agent.

- Category 1 and 2 purchases shall be negotiated using the following criteria:

  (1) land values determined by the tax records;

  (2) other compensation may be offered due to:

      (a) appraisal avoidance;
      (b) fence replacement; and
      (c) tree allowance.

- The County Engineer and County Attorney shall order appraisals for parcels contained within Categories 3 and 4.

- Upon completion of the appraisal ordered for Category 3 and 4 acquisitions, the County Engineer, County Attorney and the individual(s) who completed the appraisal shall meet with the County Acquisition Agent and review each appraisal. Specific guidelines and authorization to make an offer shall be given to the County Acquisition Agent.
The County Acquisition Agent shall report to the County Engineer and County Attorney on the status of acquisitions assigned in each category. Agreements between the County Acquisition Agent and the property owners shall be memorialized with an "Agreement to Purchase" prepared by the County Attorney.

Upon review and approval of the "Agreement to Purchase" by the County Attorney, the agreement shall be forwarded to the designated closing agent for purchase, and approval of the Agreement by the Board of County Commissioners, where necessary.

Parcels the County Acquisition Agent is unable to reach agreement on shall be remanded to the County Attorney for further action, including written offer to owner, eminent domain resolution from the Board, and eminent domain Petition and Order of Taking.
AGREEMENT OF INTENT

Seller, ____________________________, whose mailing address is ____________________________, and Buyer, COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereby agree that Seller will sell and Buyer will purchase upon the following terms, the following real property in Columbia County, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

1. **Purchase Price**: The purchase price payable at closing is $ _________.
   Additional considerations, if any, include: ____________________________

2. **Closing Costs**: Buyer will be responsible for obtaining evidence of title/title insurance, documentary stamps on warranty deed, recording deed, survey of property purchased, Buyer’s appraisal, and recording partial release of mortgage, if any. Seller will be responsible for clearing title defects. Buyer will pay Seller’s pro-rated portion of ad valorem taxes at closing on the parcel deeded to Buyer. Each party will pay their own attorney’s fees.

3. **Closing Date**: This transaction will be closed within 15 days from the effective date of this agreement or after title defects have been cleared by Seller or the parties have obtained a partial release of mortgage where required.

4. **Effective Date**: This agreement shall become effective and binding upon the parties upon its approval by the Board of County Commissioners of Columbia County, Florida.

DATED this ____ day of __________________________, 2014.

COLUMBIA COUNTY, FLORIDA

Print: ____________________________

Seller

Print: ____________________________

Buyer
AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 7:00 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: February 27, 2014
Meeting Date: March 6, 2014

Name: David Kraus, Safety Manager
Department: Central Communications

1. Nature and purpose of agenda item: To authorize staff to proceed with the acquisition of property and technical studies for Radio Communications Towers

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

2. Fiscal impact on current budget.

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

Budget Amendment Number: ____________

FROM TO AMOUNT

For Use of County Manager Only:

[ ] Consent Item [ ] Discussion Item
MEMORANDUM

TO: Columbia County Board of County Commissioners
From: David Kraus, Safety Manager
Date: February 27, 2014

RE: Radio Communications Towers

During the February 27, 2014, the Board of County Commissioners Work Session, the Board directed staff to place the acquisition of property for the radio communications towers on the March 6 Agenda. We are requesting the Board of County Commissioners authorize the County to begin the process to purchase property for the construction of new towers including the due diligence involved in the acquisition.

The County is looking to purchase five sites across the County to construct communications towers requiring up to 3 acres at each site. In order to purchase the property, the County will need to conduct geotechnical investigations/soil analysis to determine if the site is suitable for a 250 to 300 foot tower. The Geotechnical Studies should cost $3,000 per study.

In addition, the County needs to have a Geotechnical Study and a Foundation study for the Cumorah Hills tower and a Geotechnical Study for the Franklin Street tower. The Foundation Study will cost approximately $2,000. If problems exist, the modification design work will cost up to $4,000 per site. The County will also need to have each site appraised.

Finally, we request the Board of County Commissioners authorize the County staff to conduct an RFP for the modifications necessary to the Detention Center Tower. This tower has been identified as structurally unsound. These modifications would extend the life of the tower until it can be replaced and removed.

Staff will prepare a Budget Amendment request for the March 20, 2014 Agenda.
February 18, 2014

Mr. David Kraus
Columbia County Safety Manager
P.O. Box 1529
Lake City, FL 32056-1529

RE: Radio Communications Consulting Services Proposal – Procurement Assistance for Tower Site Development and a Project 25 800 MHz Radio Communications System

Dear Mr. Kraus:

RCC is pleased to submit a proposal to Columbia County for radio communications consulting services required to provide procurement support for tower site development and a new P25 800 MHz, radio communication system.

RCC understands that the County intends to divide the procurement process into the following two major elements:

- Phase 1: Develop a RFP document complete with technical specification for competitive procurement of ten (10) communication tower sites that will be required to support the level of coverage for the proposed P25 800 MHz radio system
- Phase 2: Develop a RFP document complete with technical specification for competitive procurement of a new nine (9) site, P25 800 MHz radio system and supporting microwave network

RCC proposed services reflect our understanding of the County’s requirements for consulting services related to the procurement phase of this project. They include two separate and complete procurement processes including RFP development, procurement support, proposal evaluations, contract negotiations, and presentations to the BOCC.

Under our initial contract, RCC assisted the County with the needs analysis process for the 800 MHz project including the selection of communication sites, and the development of the requirements for the P-25 communications system. This experience makes RCC uniquely prepared to immediately begin work on the development of the proposed procurement specifications.

RCC is an independent consulting firm and is not affiliated with any provider of telecommunications systems or service. RCC’s sole focus is to provide the highest level of managed, technically competent, and client-centered consulting services. This unbiased position provides our clients a capable partner with whom to meet their project requirements. RCC has participated in many 800 MHz implementation projects ranging in size from small to very large systems. This experience provides valuable insight in system design, procurement,
Columbia County, Florida
Proposal for Consulting Services
February 18, 2014

Page 2 of 9

implementation, and acceptance testing that has helped our clients save time, money, and implement systems that exceeds their expectations.

RCC has prepared the following proposal that defines the tasks required for the procurement of the services to complete the work specified for Phase 1 and Phase 2. Our proposal includes descriptions of the tasks that will be undertaken, proposed personnel, and our cost proposal with pricing assumptions. RCC will be pleased to discuss this proposal for professional services with you at your convenience. We look forward to assisting Columbia County with this project.

Please contact me if you have any questions or require further modifications on this proposal.

Sincerely,

Tim Barrentine
Director, Southeast Region
RCC Consultants, Inc.
WORK PLAN

PHASE I – PROCUREMENT SPECIFICATIONS FOR TOWER SITE DEVELOPMENT

Task 1 – Develop Specifications and Prepare Draft RFP Specifications

RCC will prepare the specifications required for the procurement of services for site development including upgrades to existing sites and the development of new greenfield sites. This task consists of the following general categories:

- Site compound requirements including site preparation and access, fencing and security, grading and geotechnical investigations, electrical power and backup power generators and fuel systems, and site grounding and bonding systems
- Tower structural requirements, type of tower (guyed or self-supporting), foundations, tower heights, wind speeds, tower loading, and waveguide bridge requirements
- Communication equipment shelters including foundations, electrical, HVAC, interior grounding and bonding systems, cable trays, and surge suppression devices
- Structural modifications to existing towers to support additional antenna loading
- Modifications to existing site compounds to place new equipment shelters and generator systems

The County sites of work include the following:

- EOC Tower: A new “greenfield” site behind the EOC building
- Franklin Street: Existing site
- Deep Creek: Existing site
- Cumorah Hill: Existing site
- Landfill: New “greenfield” site
- Plum Creek: New “greenfield” site
- Fire Station 48: New “greenfield” site
- Kirby Pit: New “greenfield” site
- West County: New “greenfield” site
- North County: New “greenfield” site

RCC has included no travel for this task.

Deliverable: Draft RFP technical specification for site development for County review.

Task 2 – Prepare Final RFP Specifications Document

When the County has completed their review and comments of the Draft RFP specifications document, RCC will prepare the final version of the technical specification and submit it to the County for the preparation of the final RFP document that will be released to the public for the solicitation of proposals.
RCC has included no travel for this task.

Deliverable: Final RFP technical specification.

Task 3 – Procurement Support

RCC will provide support to the County during the procurement phase of the project including the development of a vendor list, attend and participate in a pre-proposal meeting and site visits, provide responses to vendors’ technical questions related to the requirements of the technical specifications, development of proposal evaluation criteria, and conduct a technical review and provide an evaluation report for up to 3 proposal submittals. The County will retain all responsibility related to the final vendor selection, procurement, oversight and payments to the selected vendor. RCC will assist the County in contract negotiations with the selected vendor.

RCC has included two trips for two consultants in the cost for this task.
Task 1 – Develop Specifications and Prepare Draft RFP Specifications

RCC will prepare the specifications required for the procurement of services for the procurement of a new 9-site, 9-channel, 800 MHz, P-25 communication system. RCC will also prepare the specifications required for the procurement of the microwave radio backhaul network that is required to link the new communication sites together. This task consists of the following categories:

- Develop the procurement specifications for an APCO P-25 compliant, 9-site communication system that is based upon the County’s requirements that were identified in the previous project with RCC that include radio coverage and the features and functionality that is required by the County
- Develop the procurement specifications for a 6 GHz microwave backhaul network
- Develop the procurement specifications for the EOC dispatch console systems
- Develop the procurement specifications for the subscriber user radio equipment that includes mobile and portable radios and vehicular repeaters
- Develop the procurement specifications for the installation of the new P-25 equipment
- Develop the procurement specifications for the performance verification of the system including factory staging, site inspections, functional tests, coverage tests, and final system acceptance testing
- Develop the procurement specifications for user training
- Develop the procurement specifications for warranty and on-going maintenance programs

Deliverable: Draft RFP technical specification for the P-25 radio system for County review. RCC will travel to Columbia County to meet the project steering committee, and solicit any feedback on the draft specifications document.

Task 2 – Prepare Final RFP Specifications Document

When the County has completed their review and comments of the Draft RFP specifications document, RCC will prepare the final version of the technical specification and submit it to the County for the preparation of the final RFP document that will be released to the public for the solicitation of proposals.

Deliverable: Final RFP document

Task 3 – Procurement Support

RCC will provide support to the County during the procurement phase of the project including the development of a vendor list, attend and participate in a pre-proposal meeting and site visits, provide responses to vendors’ technical questions related to the requirements of the technical specifications, development of proposal evaluation criteria, and conduct a technical review and provide an evaluation report for up to 3 proposal submittals. The County will retain all
responsibility related to the final vendor selection, procurement, oversight and payments to the selected vendor. RCC will assist the County in contract negotiations with the selected vendor.

Deliverable: A Proposal Evaluation Report for a P-25 communications system. RCC has included four trips for two consultants in the cost for this task.
RCC is proposing a team of consultants whose background and prior experience include the skills necessary for this project. All members of our team are full time employees of RCC.

Our project team includes senior experience with backgrounds and qualifications directly relevant to this project and have supported the previous work performed by RCC for Columbia County. They bring outstanding credentials in those areas of work required by the County. More importantly, they bring unparalleled consulting maturity that will ensure a continued smooth and effective partnership between RCC and the County.

The following team members have been initially selected to perform the tasks for this project. Additional RCC staff may be required for various tasks on this project, and RCC will work closely with the County to assure appropriate staffing for all work performed on this project. All project consulting staff will be subject to County approval.

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Expertise</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tim Barrentine, PMP – Director</td>
<td>RCC Project Sponsor, Land Mobile Radio Expert, Microwave System Expert, Communications Support Infrastructure Expert, Procurement and Contract Negotiations Expert</td>
</tr>
<tr>
<td>Chris Monzingo, PMP – Senior Consultant</td>
<td>Technical Project Support, Land Mobile Radio Coverage Modeling, Path Engineering, Communications Support Infrastructure Facilities (Grounding &amp; Facilities), Site Inspections and Surveys, RF Acceptance Testing</td>
</tr>
</tbody>
</table>
PROJECT SCHEDULE

This proposal anticipates a project beginning in March of 2014, and lasting until approximately Q4 of 2015. RCC will begin work on County’s project within 10 days of receipt of the County’s Purchase Order. RCC will work with the County to maintain the project schedule to the extent possible and will make adjustments as needed for Acts of God, County schedule conflicts, or County holiday schedules.

PRICING ASSUMPTIONS

- Consulting fees are based upon the Work Plan defined in this document. These may be adjusted by agreement by both parties if additional hours are needed and/or the scope of work is modified. Travel expenses or additional hours required for unforeseen circumstances beyond RCC’s control would be billed on a time and materials basis at the rates indicated in this proposal.
- The fees and rates contained herein shall remain valid for 120 days from the date of this quotation.
- In order to be most responsive to the County’s needs, RCC respectfully reserves the right to move consulting fees and expenses among project tasks as needed to complete the scope of work, as long as the total amount billed to the County does not exceed the contract amount.
- Services specifically requiring a registered Professional Engineering review, certification, or seal are not proposed.
Professional Fees

In the table below, RCC identifies each consulting task as described in the Work Plan above, and provides the total cost per task (including expenses), and total proposal cost. RCC’s consulting fees are proposed as firm fixed cost to Columbia County.

<table>
<thead>
<tr>
<th>TASK</th>
<th>DESCRIPTION</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 - Site Development</td>
<td>Develop Specifications and Prepare Draft RFP Specifications</td>
<td>$ 7,310.25</td>
</tr>
<tr>
<td>1</td>
<td>Prepare Final RFP Specifications Document</td>
<td>$ 3,600.50</td>
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<tr>
<td>2</td>
<td>Procurement Support</td>
<td>$ 13,720.50</td>
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<tr>
<td>Phase 2 - P-25 System Procurement</td>
<td>Develop Specifications and Prepare Draft RFP Specifications</td>
<td>$ 5,800.00</td>
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<tr>
<td>1</td>
<td>Prepare Final RFP Specifications Document</td>
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<tr>
<td>2</td>
<td>Procurement Support</td>
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<tr>
<td>ON-SITE TASKS</td>
<td>TOTAL</td>
<td>$ 49,542.00</td>
</tr>
</tbody>
</table>

Payment Schedule

Invoices will be submitted based on the completion of deliverables as proposed in RCC’s Work Plan and acceptance of those deliverables by the County. Payments are due within 30 days of invoice. Payments not paid within 30 days will be assessed a late fee of 1.5% per month.

Change Orders and Reimbursable Expenses

Should the County at any time during the project desire services that are outside the agreed upon scope of work, RCC will prepare a proposal outlining the estimated effort, resources required, anticipated expenses, and cost for the requested service. Upon approval of the proposal, RCC will provide the desired services at the agreed upon cost.