

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

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

CONSENT AGENDA

MARCH 6, 2014

5:30 P.M.

-
- (1) External Budget Amendment – Administrative Manager – BA #14-40 – CHS Girls Softball Complex, \$200,000.00 - Fort White High School Locker Room Improvements, \$224,250.00 – CHS Football Field, \$79,000.00 - \$503,250.00**
 - (2) Economic Development – Requesting Approval of Issuance of \$2,000 – Donation to Columbia County School District – Travel to Greensboro, NC – Workforce Training Programs for the Aviation Industry at TIMCO**
 - (3) Reappointment – Robert F. Jordan – Board of Adjustment/Planning and Zoning Board – New Term Expires March 1, 2017**
 - (4) Recreation Department – Requesting Approval for Replacement Bleachers – Richardson Community Center Gym – Southeastern Surfaces Equipment, Inc. - \$42,955.00**
 - (5) Re-Appointments – (see list attached) – Economic Development Advisory Board – Resolution No. 2013R-4 - Amending Resolution 2011R-44 to Expand the Board Members to Ten (10)**
 - (6) Clerk of Courts – Declaration of Junk Property – County ID #11939 – Canon Copier**
 - (7) Operations Manager – Declaration of Surplus Property – To be sold at Auction – (see list attached)**
 - (8) Operations Manager – Limerock Contract #2008J Extention – March 1, 2015**
 - (9) Operations Manager – Requesting Approval to Dispose of the Old Bleachers from Southside Complex and Richardson Center – Sold for Scrap**
 - (10) Proposal for Legal Services – Nabors, Giblin & Nickerson, P.A. – Fire Protection, Solid Waste and Local Road Improvement Assessment Programs - \$11,000.00**

- (11) Resolution No. 2014R-3 – Amending and Restated Resolution No. 2013R-52 for the Purpose of Authorizing Bonuses to Employees and Providing Guidelines for the Bonus**
- (12) Utility Permit – Comcast Cable – SW Mauldin Avenue**
- (13) 9-1-1 Addressing – Requesting Approval to Delete Private Road Name from Closed Mobile Home Park – SW Cochran Court**
- (14) Safety Manager – Acceptance of FEMA Hazard Mitigation Grant Program – Sparr Lane/Beth Drive Flood Mitigation Projects – Local Match – In-Kind - \$1,054,500.00**
- (15) Operations Manager – Requesting Approval to Enter Private Property – Suzanne Harden, Property Owner – 1113 Leslie Wood Lane – Redress a Borrow Pit/Pond on Property**
- (16) Altrusa of Lake City – Requesting Temporary Road Closure – SE Academic Avenue from Agriculture Lane to Foundation Place – 5K Race**
- (17) Minute Approval – Board of County Commissioners – Regular Meeting – February 20, 2014**

/

**EXTERNAL BUDGET AMENDMENT
2013-2014**

NUMBER: BA – 14-40

FUND: GENERAL FUND

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Cash Balance Forward	Intergovernmental Grants/	
001.8400.584.90.98	Grants to School Board	\$503,250
	001.981.575.81.81	

DESCRIPTION: CHS Girls Softball Complex \$200,000 – BCC Approved 11/21/13
Fort White High School Locker Room Capital Improvements \$224,250
–BCC Approved 2/20/14
CHS Football Field Improvements \$79,000 – BCC Approved 2/6/14

REFERENCE:

REQUESTED BY: Lisa K.B. Roberts, Administrative Manager

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Board of County Commissioners

FROM: Lisa K.B. Roberts, Administrative Manager

DATE: February 26, 2014

SUBJECT: Economic Development Donation to Columbia County School District
Aviation Logistics Program – Greensboro, NC

Please be advised that representatives from TIMCO, Florida Gateway College, Florida Crown Workforce, Columbia County School District and the Economic Development Department met on November 7, 2013 and agreed to travel to Greensboro, NC on November 19-20, 2013 for the purpose of touring a model aviation maintenance facility. In addition the group toured the Andrews Aviation High School and Greensboro Technical Community College which have educational programs devoted totally to the aviation industry. All entities agreed to participate in the travel with the exception of Florida Crown Workforce.

Historically the Economic Development Department has paid for educational assistance in developing workforce training programs. The ability to provide well-educated, specifically trained workers is a critical component to TIMCO and providing aviation jobs in Lake City and Columbia County. Therefore, your approval of the issuance of a check in the amount of \$2,000 as a donation to the Columbia County School District for their assistance and advice in developing workforce training programs for the aviation industry is requested.

XC: Dale Williams, County Manager
Jesse Quillen, Economic Development Director
TIMCO File
Economic Development File
Outgoing Correspondence

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: 02/26/2014

Meeting Date: 03/06/14

Name: Brian Kepner

Department: Building and Zoning

1. Nature and purpose of agenda item: Reappointment of Robert F. Jordan to Board of Adjustment/Planning and Zoning Board.

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

Account: _____

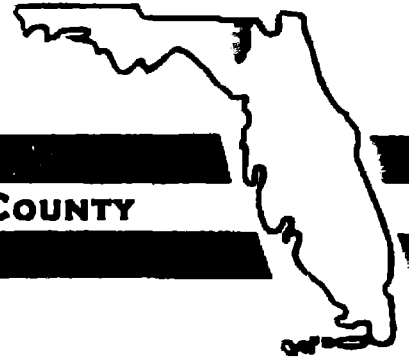
Account: _____

For Use of County Manger Only:

☐ Consent Item ☐ Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY



MEMORANDUM

Date: 25 February 2014
To: Lisa K.B. Roberts, Administrative Manager
From: Brian L. Kepner, County Planner *BLK*
Re: Board of Adjustment/Planning and Zoning Board Member

Robert F. Jordan's term on the Board of Adjustment/Planning and Zoning Board will expire as of 1 March 2014. Mr. Jordan has expressed interest in continuing to serve on those Boards. Mr. Jordan has been a conscientious and valuable member to those Boards. Should Mr. Jordan be re-appointment to those Boards, his new term would expire 1 March 2017.

3/6/14
Agenda

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BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

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: 02/24/2014

Meeting Date: 03/06/2014

Name: Mario A. Coppock

Department: Recreation

1. Nature and purpose of agenda item: I am requesting this item be added to the March 6, 2014 agenda for approval by the BOCC. This item has met the requisite specifications for replacement bleachers at the Richardson Community Center Gymnasium. The vendor, Southeastern Surfaces Equipment Inc. has submitted a state contract price that has been reviewed by the Purchasing and Recreation Directors. This price includes delivery, installation and warranty. The BOCC will be responsible for electrical installation. Attached is a copy of the quote for your review.

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

2. Fiscal impact on current budget.

Is this a budgeted item? ☐ N/A

☐ Yes Account No. _____

☐ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

Account: _____

Account: _____

For Use of County Manger Only:

☐ Consent Item ☐ Discussion Item

Southeastern Surfaces Equipment

P.O. Box 602 New Smyrna Beach, FL 32170 Tel. 386-428-8875 Fax 386-428-8767

Project Name	Richardson Rec Center Bleachers	Attention:	Ray Hill	DATE:	02/14/14
Company	Richardson Rec Center	Phone	386-719-2028	QUOTE #:	Q255031
Address	255 NE Coach Anders Lane	email	ray_hill@columbiacountyfla.com	Default Discount	
Address		Quoted By:	Beckly Carlisle		
City, ST ZIP	Lake City, Florida 32055	Phone:	386-428-8875		

Line	Qty	Description	Unit Price	Ext. Price	Material Discount	Ext. Net Material	Net Install	Ext. Install
1		BANKS A Wall Attached						
2	398	Gross Seats (NET SEATS 351)	195.00	77,610.00	50.00%	38,805.00		
3		Includes Scorers Table						
4		Maxam 26 Wall Attached 99.5625' bank length 6 tiers						
5		22" Row Spacing						
6		9 5/8" Rise						
7		Courtside 10" Seats						
8		Flex Row as shown for ADA Seating						
9		Pendant Control Operation						
10		Intermediate Aisle Rails						
11		Limit Switches						
12		Front Steps						
13		Seat Numbers and Row Letters						
14								
15								
16								
17		Installation						
18	1	Cost to Install MAXAM26 Bleachers		0.00			4,150.00	4,150.00
19		Add Access Hatchway						
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
PAGE TOTAL				77,610.00	TOTAL	38,805.00	TOTAL	4,150.00

Reference State Contract #14-420-420-M
 Issue PO To: Hussey Seating Company Inc.
 Attention: Chris Pike
 38 Dyer Street
 Berwick, ME 03906
 Tel: 800-341-0401 x 302

Net Material	\$38,805.00
Sales Tax	N/A
Freight	Incl.
Install	\$4,150.00
TOTAL	\$42,955.00

3/6/14
Agenda



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February 4, 2014

Commissioner Ronald Williams
Chairman
Columbia County Board of County Commissioners
P. O. Box 1529
Lake City, FL 32056

RE: Economic Development Advisory Board
Member Reappointments

Commissioner Williams,

I am recommending the following reappointments to the Economic Development Advisory Board:

<u>MEMBER</u>	<u>TERM EXPIRATION</u>
Gus Rentz	February 2015
Stephen Douglas	February 2015
Jeff Simmons	February 2016
Terry Dicks	February 2016
Glen Owens	February 2016** already reappointed
Dr. Charles Hall	February 2017
Marc Vann	February 2017
Wendell Johnson	February 2017

In addition, I also recommend amending Resolution 2011R-44 and approve the expansion of the Economic Development Advisory Board to nine members. My recommendation for the ninth member of the EDAB is listed below:

<u>MEMBER</u>	<u>TERM EXPIRATION</u>
Karen Meeks	February 2015

I feel this Board would be an appropriate representation of the Lake City / Columbia County Community and appreciate the consideration for approval by the BOCC. These recommendations were unanimously approved by the EDAB at our February 5, 2014 board meeting.


Jesse W. Quillen

Executive Director

CC: Mr. Dale Williams, County Manager

COLUMBIA COUNTY ECONOMIC DEVELOPMENT DEPARTMENT

259 NE Franklin Street #101, Lake City, FL 32056
386-758-1033 · jesse_quillen@columbiacountyfla.com

COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2014R- 4

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, AMENDING AND RESTATING A PRIOR RESOLUTION RELATING TO THE ESTABLISHMENT AND FUNCTION OF THE COLUMBIA COUNTY ECONOMIC DEVELOPMENT ADVISORY BOARD; PROVIDING INTENT; PROVIDING DEFINITIONS; CREATING AN ECONOMIC DEVELOPMENT ADVISORY BOARD; PROVIDING POWERS, FUNCTIONS AND DUTIES OF THE ECONOMIC DEVELOPMENT ADVISORY BOARD; PROVIDING REPORTING REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, long term economic stability and quality employment opportunities for Columbia County residents are vital to the economy of Columbia County and to the welfare of the people and need to be enhanced and expanded to improve the competitive position of Columbia County; and

WHEREAS, there is a need to enhance economic activity in Columbia County by attracting manufacturing, development, business enterprise management, and other activities conducive to economic promotion in order to achieve a more diversified economic base to minimize the vulnerability of the local economy to economic fluctuations; and

WHEREAS, in order to improve the prosperity and welfare of Columbia County and to increase purchasing power and opportunities for gainful employment of its inhabitants, it is necessary and in the public interest to facilitate and encourage the economic development of Columbia County through an economic development advisory board; and

WHEREAS, the County desires to assist with the expansion and preservation of existing local businesses.

NOW, THEREFORE, BE IT RESOLVED by the Board of County

Commissioners of Columbia County that:

Section 1. **INTENT.** It is the intent of this resolution to promote, protect, and improve the health, safety, and welfare of the citizens of Columbia County by fostering diversified development of the local economy through the activities of an Economic Development Advisory Board. Such Board shall develop and recommend adoption of an economic development program to the Board of County Commissioners which shall guide and promote the coordinated, efficient, and beneficial development of Columbia County in accordance with present and future needs and resources.

Section 2. **DEFINITIONS.** As used in this resolution, the following words and phrases shall have the following meanings, unless the context clearly indicates otherwise:

A. "EDAB" means the Columbia County Economic Development Advisory Board established herein.

B. "Business Prospect" means any person or representative of a firm or company actively considering the location of a business within Columbia County, provided that such person, firm, or company has local, regional, national, or international market(s) for its goods or services.

C. "Commission" means the Board of County Commissioners of Columbia County, Florida.

D. "Commissioner" means a duly elected, current member of the Board of County Commissioners of Columbia County, Florida.

E. "County" means Columbia County, Florida.

F. "Public Board Member" means a member of the EDAB who is not a Commissioner.

Section 3. **PUBLIC PURPOSE.** For the public purposes provided herein and to achieve the public purposes articulated in Section 125.045, Florida Statutes, there is hereby created the Columbia County Economic Development Advisory Board in accordance with the guidelines contained herein.

A. The EDAB will consist of ~~nine (9)~~ ten (10) members, one of which

shall be a Columbia County Commissioner.

B. The BCC may appoint up to two alternate members, designating them as such. Such alternate members may act in the temporary absence or disability of any regular members or may act when a regular member is otherwise disqualified in a particular subject that may be presented to the Board.

C. The Chairman of the Commission shall annually designate one (1) Commissioner to serve on the EDAB. As necessary, the Commission shall appoint ~~eight~~ nine (9) other persons who are not Commissioners as members of the EDAB.

D. Public Board Members of the EDAB shall serve at the pleasure of the Commission. Any Public Board Member of the EDAB may be removed by the Commission for misfeasance, malfeasance, or willful neglect of duty.

E. One (1) of the ~~eight (8)~~ nine (9) Public Board Members shall be a Councilmember of the City Council of the City of Lake City or his or her designee as designated from time to time by the City Council for the City of Lake City. The City of Lake City's designee shall possess knowledge of the City of Lake City's public utilities, fees, taxes, incentives, and other matters relevant to economic development. The designee under this section shall share all rights, powers, duties and obligations of every other Public Board Member.

F. The remaining ~~seven (7)~~ eight (8) Public Board Members of the EDAB shall each be appointed to serve a term of three (3) years, with terms staggered so that not more than three (3) such members' terms shall expire in any one year. The terms of the initial EDAB appointments may vary so that the Commission may achieve the staggered term as required. Such members shall be eligible for reappointment. Any vacancy occurring within a term shall be filled for the unexpired term.

G. The Chair of the EDAB shall be the Commissioner selected to serve on the EDAB by the Chair of the Commission. The Vice Chair shall be elected annually by majority vote of EDAB from among all EDAB members. The Commission shall set the time and place for the first meeting of the EDAB. Thereafter the EDAB shall meet from time to time with such frequency as determined by the Chair of the EDAB or a majority vote of its members. The EDAB shall meet in a public meeting not less than quarterly to transact its public business. Business shall be transacted in accordance with Chapter 286, Florida Statutes.

H. The County Manager or designee shall provide support staff to the EDAB who shall keep records of the proceedings of the EDAB and shall be custodian of all books and records of the EDAB, and shall provide other assistance to the EDAB as directed by the County Manager. The County Manager shall also ensure that the EDAB is always with counsel when meeting, said counsel retained at the County's expense.

I. A simple majority of the members of the EDAB shall constitute a quorum, and the affirmative vote of a majority of the members present and voting shall be necessary for any action approved by the EDAB. No vacancy in the membership of the EDAB shall impair the right of a quorum to perform the duties of the EDAB.

J. The members of the EDAB shall receive no compensation for the performance of their duties hereunder, but each such member may receive reimbursement for expenses reasonably incurred while engaged in the performance of their duties, with written approval by the EDAB Chair.

K. By majority vote of any quorum of its membership, the EDAB may adopt rules of procedure or Bylaws for the conduct of its meetings.

Section 4. **POWERS.** For accomplishment of the public purpose of this resolution, the EDAB shall have the duty, power and authority to:

A. Develop an initial outline for a five-year economic development program to recommend to the Commission. This shall include an overview of activities necessary for implementation of a County economic development program, the projected staff required to implement and complete the proposed program, the projected funding required to implement and complete the proposed program, an examination and recommendation of possible funding sources for the proposed program, criteria for measuring achievement of the purposes of the proposed program, and any other elements the EDAB finds desirable to include in its proposed program. An outline and time frame for implementation of this initial proposed five-year program shall be presented to the Commission with six (6) months of the Chair of the EDAB giving notice to the Commission that the planning process has begun.

B. Review the County's implementation of whatever economic development program is ultimately adopted by the Commission. Such review shall include, at a minimum, review of annual goals and program indicators regarding the success of the program, review of annual operating budget for the program, and review of the marketing program, if any.

C. Provide assistance to County staff in any recruitment efforts as a part of the County's implementation of the economic development program ultimately adopted by the Commission.

D. Promote commerce and the products of the County.

E. Promote the attraction of compatible business and industry to the County, provided that such business or industry has local, regional, national, or international markets for its goods or services.

F. Recruit capital investment in the County to be applied toward economic development and job creation.

G. Promote and encourage the expansion and development of local, regional, national, or international markets for the County's products.

H. Investigate and study conditions affecting businesses, industry, and commerce in the County, and disseminate such information.

I. To perform other duties and responsibilities requested by the Commission.

All reports, reviews, recommendations, proposed program or any other actions prepared, presented or performed by the EDAB shall only be advisory to the Commission, and no such reports, reviews, recommendations, proposed programs, or other actions by EDAB shall be in any way binding on the Commission.

Section 5. **PROHIBITED ACTIVITIES.** No part of the funds available for activities of the Columbia County Economic Development Advisory Board or income from operations shall inure to the benefit of its members except to the extent permitted hereunder. The Columbia County Economic Development Advisory Board shall take no action which will serve to facilitate the transaction of specific business by any of its members or promote the private interest of any member, or engage in any activities which would constitute regular business of a kind ordinarily carried on for profit.

Section 6. **IMPLEMENTATION.** The EDAB's outline and time frame from implementation of the five-year economic development program prepared in accordance

with Section 4A hereof shall be submitted to the Commission. Thereafter, the EDAB shall prepare and present to the Commission an annual report detailing the activities and expenditures of the EDAB for the preceding year, together with the result of its review of the County's implementation of its economic development program conducted by the EDAB in accordance with Section 4B hereof, and recommended actions and changes, if any.

Section 7. **EFFECTIVE DATE.** This Amended and Restated Resolution shall take effect immediately upon approval by the Commission.

PASSED AND DULY ADOPTED at its regular meeting this 6th day of MARCH, 2014.

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

By: _____
Ronald Williams, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

(SEAL)

Approval as to form:

Marlin M. Feagle
County Attorney

RECEIVED
FEB 18 2014

Board of County Commissioners
Columbia County

P. DEWITT CASON
CLERK OF COURT
COLUMBIA COUNTY, FL

February 18, 2014

Honorable Ronald Williams, Chairman
Columbia County Board of County Commissioners
Courthouse Annex
Lake City, FL

Re: Junked Property

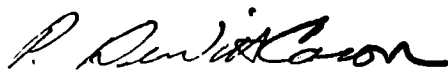
Dear Commissioner Williams:

This letter is to request that the following item be declared Junked Property and removed from the Clerk's Fixed Asset Inventory.

County ID # 11936 Canon Copier

Thank you for your consideration in this matter.

Sincerely,

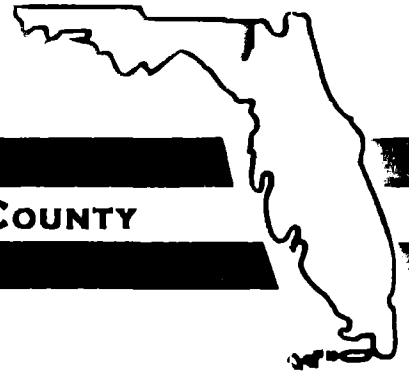


P. DeWitt Cason
Clerk of Court

CC: Rudy Crews, Property Management

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

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BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Dale Williams, County Manager

FROM: Kevin Kirby, Operations Manager

DATE: February 21, 2014

SUBJECT: Surplus Items

RECEIVED

FEB 21 2014

Board of County Commissioners
Columbia County

Below is a list of items that need to be declared surplus and readied for auction.

If you need any additional information, please let me know.

Year	Vehicle #	Make	Type	Serial #	Asset #
2001	33	Mack	Dump Truck	VG6BA09B718702425	11216
2001	39	Mack	Dump Truck	VG6BA09B51B702424	11219
2004	80	Sterling	Dump Truck	ZFZACGAK44AM12116	12208
1997	40	Sterling	Dump Truck	1FDZ596P9WVA10866	9721
2001	74	Ford	Truck	VG6BA09B01B702427	8604
1993	47	Mack	Lowboy	1FTY490R3RUA11259	11230
1991	77	Ford 350	Truck	0FDFK37M8NNA87914	7886
1999	76	Dodge P/U	Pickup	1B7HF1Z7X5228203	10308
2001	101	Dodge P/U	Pickup	1B7HF16Z415228389	11210
1990	111	Chevrolet	Pickup	1GCD14Z4L2267956	6974
1992	135	Jeep	SUV	1J4FJZ758NC252122	13765
2010	1003	Cub Cadet	Mower	2D018280011	13850
2010	1004	Cub Cadet	Mower	1C268280014	13774

Parts

18 CY Ox Body Dump Truck Bed w/ Wetling and Tailgate
6 CY 644 John Deer Loader Bucket

Asset #

N/A
N/A

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

3/6/14
Agenda

Root Rake for 644C John Deer Loader	N/A
Asphalt Hot Box Trailer	N/A
Out Riggers for a Knuckle Boom Truck	N/A
6' 3 Point Hitch Harrow	N/A
6' 3 Point Bush Hog	N/A
Husky Zero Turn (Parts)	12656
Hyd Tank with Value Body Control	N/A
Counter Weights and Wheel Weights for Ford Tractor	N/A
Misc. Hyd Cylinders	N/A
25 Barrels of Misc. PVC Fittings	N/A

RECEIVED

FEB 14 2014


Board of County Commissioners
Columbia County

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

*3/6/14
agenda*

TO: Dale Williams, County Manager
FROM: Kevin Kirby, Operations Manager 
DATE: February 13, 2014
SUBJECT: Limerock Contract

Attached please find a letter from G.P. Materials guaranteeing the limerock pricing for another year from the original contract #2008J.

We have researched and determined that this pricing is not available elsewhere.

Please approve this contract extension.

If you need any additional information, please contact me.

PRITCHETT TRUCKING, INC
G.P. MATERIALS, INC
PO BOX 311
LAKE BUTLER, FL 32054
(386) 496-2630 FAX (386) 496-4133
belixson@pritchetttrucking.com

February 13, 2014

Ms. Connie Brecheen
Columbia County Road Dept
PO Box 969
Lake City, FL 32056

Ref: Limerock Contract

Ms. Brecheen,

Pritchett Trucking, Inc. appreciates your business and would like to continue to serve your limerock needs.

We would like to offer you a one-year extension on your present prices.

Rates to Ellisville and Ft. White would remain at \$9.50, and \$11.09 to your Lake City yard, until March 1, 2015.

If you approve your signature below is adequate for us to renew the contract terms.

Please contact me if you have any questions.

Respectfully,

Betty J. Elixson
800-845-2975

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Dale Williams, County Manager

FROM: Kevin Kirby, Operations Manager

K. Kirby / ASB

DATE: February 19, 2014

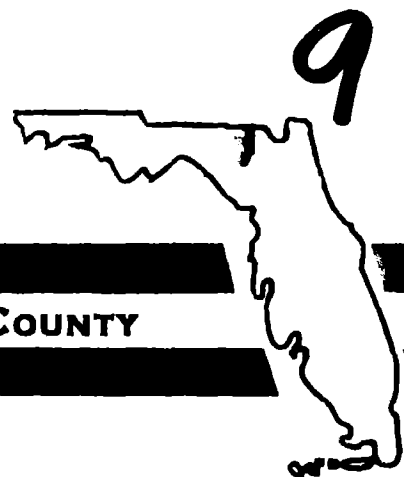
SUBJECT: Bleachers

We have recently replaced several sets of ADA non-compliant bleachers at the Southside Recreation Complex and at the Richardson Center.

As a result, I have received numerous requests from various sources to purchase or to donate the old bleachers.

In light of the liability concerns due to the fact that the bleachers are ADA non-compliant, I am recommending that the bleachers be sold for scrap.

Please advise how you wish to proceed.



3-1-13

FEAGLE & FEAGLE, ATTORNEYS, P.A.
ATTORNEYS AT LAW
153 NE MADISON STREET
POST OFFICE BOX 1653
LAKE CITY, FLORIDA 32056-1653
(386) 752-7191
Fax: (386) 758-0950

RECEIVED

FEB 18 2014

Board of County Commissioners
Columbia County

Marlin M. Feagle
e-mail: mfeagle@bellsouth.net

February 17, 2014

Mark E. Feagle
e-mail: mefeagle@bellsouth.net

Mrs. Lisa K. B. Roberts
County Administrative Offices
135 NE Hernando Avenue
Lake City, Florida 32055

Re: Proposal for Legal Services from Nabors, Giblin & Nickerson, P.A.

Dear Lisa:

Please find enclosed the original letter of February 10, 2014 from attorney Heather Encinosa advising the County of the contract for legal services as to the County's annual fire protection, solid waste and local road improvement assessment programs. The total lump sum fee is \$11,000 to be paid in accordance with the attached scope of services. I believe this is consistent with prior years and have no problem with the County approving the same.

Very truly yours,



Marlin M. Feagle

MMF:dse
Enclosures

TALLAHASSEE

1500 Mahan Drive
Suite 200
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

FORT LAUDERDALE

110 East Broward Boulevard
Suite 1700
Fort Lauderdale, Florida 33301
(954) 315-3852 Tel

**Nabors
Giblin &
Nickerson** P.A.
ATTORNEYS AT LAW

FORT MYERS

12731 World Plaza Lane
Suite 2
Fort Myers, Florida 33907
(239) 288-4027 Tel
(239) 288-4057 Fax

TAMPA

2502 Rocky Point Drive
Suite 1050
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

February 10, 2014

Via U.S. Mail

FEB 10 2014

Marlin M. Feagle
Columbia County Attorney
Post Office Box 1653
Lake City, Florida 32056-1653

Re: Proposal for legal services on the County's annual fire protection, solid waste and local road improvement assessment programs

Dear Marlin:

Enclosed please find this firm's proposal for special assessment legal services for the County. These services will be provided for the annual Columbia County Municipal Services Benefit Unit for Fire Protection Services (program update), the annual Columbia County Municipal Services Benefit Unit for Solid Waste Services; including the inclusion of the Town of Fort White, the annual Rolling Oaks Municipal Services Benefit Unit, and the Rivers Manor Municipal Services Benefit Unit assessment programs for Fiscal Year 2014-15.

Enclosed as Appendix A you will find our scope of services, proposed lump sum fee of \$11,000.00, and a payment schedule to assist the County in the ongoing updating and implementation of its fire protection assessment program, solid waste assessment program and local improvement program for roads for Fiscal Year 2014-15.

In addition to the legal work needed to implement the County's assessment programs on an annual basis, we will also keep the County informed of any modifications that may be advisable or necessary due to judicial decisions or legislative action.

Please review the attached scope of services. The execution of this letter agreement indicates acceptance of this proposal and notice to proceed. Upon execution of this agreement, please provide me with one signed copy for our file.

Marlin M. Feagle
February 10, 2014
Page 2

We have enjoyed our past relationship with the County and look forward to working together again on this project. Please feel free to call me with any questions or concerns you may have.

Very truly yours,



Heather J. Encinosa

HJE:sib

Attachment

cc: Dale Williams County Coordinator (w/att.)
David Kraus (w/att.)

Accepted and Agreed To:

Date:

By: _____
Columbia County

ANNUAL FIRE PROTECTION, SOLID WASTE AND LOCAL ROAD IMPROVEMENT ASSESSMENT PROGRAMS

Scope of Services

- 1) Advise the County on the legal requirements for imposing annual fire protection, solid waste and local road improvement special assessments, including special benefit, fair apportionment, and procedures.
- 2) Work with the County and its selected rate consultant to update its existing fire assessment program, including service area, call data, property data, and any service delivery modifications. NG&N will assist the County in developing and implementing any program modifications and assist in developing and presenting an assessment report.
- 3) Advise the County on any judicial decisions or legislative actions that may affect or require modifications to the County's fire protection, solid waste and local road improvement assessment programs.
- 4) Draft the preliminary and annual rate resolutions that conform to the assessment ordinances, already adopted.
- 5) Assist with updating the County's existing fire assessment program, including review of proposed methodology and rate report.
- 6) Assist with the legal requirements for the adoption of the preliminary and annual rate resolutions and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including: (a) the development of the first class notice or TRIM notice, (b) publication of the public hearing, and (c) certification of the assessment roll.

Fees and Costs

For legal services provided by Nabors, Giblin & Nickerson, the County will be billed a lump sum fee of \$11,000.00. The fees will be due and payable in three equal payments as follows:

<u>Payment</u>	<u>Schedule</u>
1/3 of lump sum fee	March 2014
1/3 of lump sum fee	June 2014
1/3 of lump sum fee	September 2014

The lump sum fee includes reimbursement for all actual costs incurred, including by way of example and not limitation, photocopies, long distance telephone charges, and overnight delivery services.

Work will be completed in accordance with the County's proposed budget calendar and public hearing schedule. The annual rate resolutions must be adopted no later than September 15, 2014.

This proposed lump sum fee includes two on-site visits to the County by NG&N staff, as requested by the County. Meetings over these meetings may be arranged at our standard hourly rates. Expenses related to additional meetings will be billed in conformance with section 112.061, Florida Statutes. In lieu of on-site visits, we are available to participate in telephone conferences to discuss project status, assessment issues, and procedural concerns.

11

**COLUMBIA COUNTY, FLORIDA
RESOLUTION 2014R- 3**

**AN AMENDED AND RESTATED RESOLUTION OF
THE BOARD OF COUNTY COMMISSIONERS OF
COLUMBIA COUNTY, FLORIDA, AMENDING AND
RESATING COLUMBIA COUNTY RESOLUTION
NO. 2013R-52 AUTHORIZING A BONUS TO BE
PAID TO EMPLOYEES AND PROVIDING
GUIDELINES FOR THE SAME.**

WHEREAS, the Board of County Commissioners of Columbia County, Florida (the "Board") wishes to reward county employees for their performance during fiscal year 2012-2013, and

WHEREAS, the Board of County Commissioners of Columbia County, Florida has adopted a policy entitled "The Columbia County Lump Sum Bonus Payment Program," Columbia County Resolution 2003R-30, and

WHEREAS, this Amended and Restated Resolution is intended to amend, restate and clarify Columbia County Resolution 2013R-52.

**NOW, THEREFORE BE IT RESOLVED THAT THE BOARD OF
COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA does hereby
authorize a lump sum bonus subject to the following terms and conditions:**

- 1.) The bonus will be paid from the appropriated funds in the fiscal year 2013 – 2014 budget.
- 2.) The bonus is to reward employees whose performance exceeded standards for fiscal year 2012-2013, and who were county employees in good standing on September 30, 2013.
- 3.) Full time county employees will receive a \$1,650.00 net bonus.
- 4.) Full time county employees who began employment with the county after October 1, 2012 will receive a \$ (see attached) net bonus pro-rated for the actual days employed in the 2012-2013 fiscal year.
- 5.) Part-time county employees will receive a \$(see attached) net bonus pro-rated based on the average number of hours worked per week. For example, a part time employee who works 30 hours per week will receive a \$1,237.50 net bonus. A part time employee who works 20 hours per week will receive a \$825.00 net bonus.

- 6.) Employees who began employment during fiscal year 2012-2013 but have not completed the initial six (6) month probationary period are eligible for the pro-rated bonus; however, the bonus shall not be paid until the probationary period is completed satisfactorily.
- 7.) Employees who began employment with the county on or after October 1, 2013 or their employment terminated prior to October 1, 2013 are not eligible to receive a bonus. Employees who were employed by the County on September 30, 2013, but terminated thereafter are eligible to receive a bonus.
- 8.) The amount of draw from Constitutional Officers for bonus payments will be approved on the same guidelines as established for employees of the Board of County Commissioners. Prior to issuing payment for the bonus draw, the Constitutional Officer must submit any information requested by the office of the Clerk of Court to verify the draw requested.
- 9.) Constitutional Officers have the right to withhold bonus payments to any employees when in the opinion of the Constitutional Officer the performance of the employee during fiscal year 2012-2013 was below standards.
- 10.) County extension office employees shall be eligible to participate in the bonus program; however, the bonus payable to county extension employees shall be offset by the amount of bonus received and/or due to be received by these employees from the State of Florida. In no circumstances shall an employee of the County Extension office receive total bonus money that exceeds the amount of bonus that would be received if the employee were a regular employee of the Board of County Commissioners.
- 10.) Employee bonus checks shall be distributed as a separate check.

**THIS RESOLUTION EFFECTIVE DECEMBER ____, 2013, IS PASSED AND
ADOPTED THIS 6th DAY OF March, 2014.**

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

By: _____
Ronald W. Williams, Chair

ATTEST:

P. DeWitt Cason, Clerk of Court

(SEAL)

**COLUMBIA COUNTY, FLORIDA
RESOLUTION ~~2013R-52~~2014R-**

**AAN AMENDED AND RESTATED RESOLUTION
OF THE BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA, AMENDING
AND RESATING COLUMBIA COUNTY
RESOLUTION NO. 2013R-52 AUTHORIZING A
BONUS TO BE PAID TO EMPLOYEES AND
PROVIDING GUIDELINES FOR THE SAME.**

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WHEREAS, the Board of County Commissioners of Columbia County, Florida (the "Board") wishes to reward county employees for their performance during fiscal year 2012-2013, and

WHEREAS, the Board of County Commissioners of Columbia County, Florida has adopted a policy entitled "The Columbia County Lump Sum Bonus Payment Program", "Columbia County Resolution 2003R-30, and

WHEREAS, this Amended and Restated Resolution is intended to amend, restate and clarify Columbia County Resolution 2013R-52.

**NOW, THEREFORE BE IT RESOLVED THAT THE BOARD OF
COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA ~~does~~**
hereby authorize a lump sum bonus subject to the following terms and conditions:

- 1.) The bonus will be paid from the appropriated funds in the fiscal year 2013 – 2014 budget.
- 2.) The bonus is to reward employees whose performance exceeded standards for fiscal year 2012-2013-, and who were county employees in good standing on September 30, 2013.
- 3.) Full time county employees will receive a \$1,650.00 net bonus.
- 4.) Full time county employees who began employment with the county after October 1, 2012 will receive a \$ (see attached) net bonus pro-rated for the actual days employed in the 2012-2013 fiscal year.
- 5.) Part-time county employees will receive a \$(see attached) net bonus pro-rated based on the average number of hours worked per week. For example, a part time employee who works 30 hours per week will receive a \$1,237.50 net

- 6.) Employees who began employment during fiscal year 2012-2013 but have not completed the initial six (6) month probationary period are eligible for the pro-rated bonus; however, the bonus shall not be paid until the probationary period is completed satisfactorily.
- 7.) Employees who began employment with the county on or after October 1, 2013 or their employment terminated prior to October 1, 2013 are not eligible to receive a bonus. Employees who were employed by the County on September 30, 2013, but terminated thereafter are eligible to receive a bonus.
- 8.) The amount of draw from Constitutional Officers for bonus payments will be approved on the same guidelines as established for employees of the Board of County Commissioners. Prior to issuing payment for the bonus draw, the Constitutional Officer must submit any information requested by the office of the Clerk of Court to verify the draw requested.
- 9.) Constitutional Officers have the right to withhold bonus payments to any employees when in the opinion of the Constitutional Officer the performance of the employee during fiscal year 2012-2013 was below standards.
- 10.) County extension office employees shall be eligible to participate in the bonus program; however, the bonus payable to county extension employees shall be offset by the amount of bonus received and/or due to be received by these employees from the State of Florida. In no circumstances shall an employee of the County Extension office receive total bonus money that exceeds the amount of bonus that would be received if the employee were a regular employee of the Board of County Commissioners.

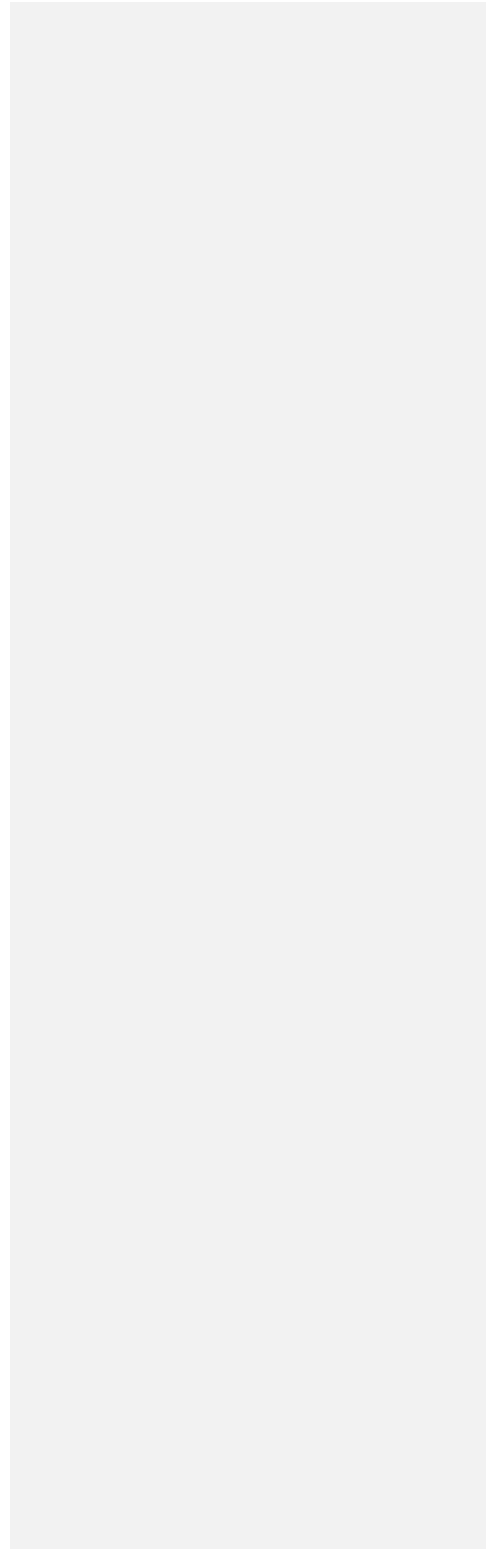
THIS RESOLUTION EFFECTIVE DECEMBER, 2013, IS PASSED AND
ADOPTED THIS 19th DAY OF DECEMBER, 2013 BY THE
, 2014.

By: _____
~~ATTEST:~~ _____ Ronald W. Williams, Chair
 ATTEST: _____

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P. DeWitt Cason, Clerk of Court

(SEAL)



12

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

Date 2/19/14 Permit No. _____ County Road SW Mauldin Ave Section No. _____

Permittee Comcast Cable

Address 5934 Richard St, Jacksonville, FL 32216 Telephone Number 904-380-6399

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and Maintain Proposed CATV power supply facilities SW Mauldin Ave (009) 6' underground CATV,
Node:LC022/Project:1009 SW Mauldin Ave PS/PC
RF _____

FROM: _____ TO: _____

Submitted for the Utility Owner by: -Billie Lentes/Agent for Comcast-----2/19/14-----

Typed Name & Title	Signature	Date
1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within corporate limits of Municipality: YES (X) NO (). If YES: LAKE CITY () FORT WHITE (). A letter of notification was mailed on 2/19/14 _____ to the following utility owners AT&T, FPL,TecoGas _____ _____ _____		

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is Kevin Kirby _____ located at 607 NW Quinten St, Lake City, FL _____ Telephone Number 386-719-7565 _____ The PERMITTEE's employee responsible for Maintenance of Traffic is Bob Franciso _____ Telephone Number 904-380-6399 _____ (This name may be provided at the time of the 24 hour notice to starting work.)

3. This PERMITTEE shall commence actual construction in good faith within 30 days after issuance of permit, and shall be completed within 90 days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

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

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

6. Pursuant to Section 337-403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or

relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

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

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

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

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

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

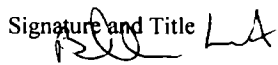
12. Additional Stipulations:-----

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

Submitted By: Billie Lentes/Agent for Comcast _____
Permittee

Place Corporate Seal

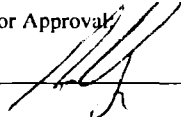
Signature and Title

 LA

Attested

Utilities Permit
Page three
Revised: 8/17/00

Recommended for Approval:

Signature: 

Title: Operations Manager

Date: 02-24-14

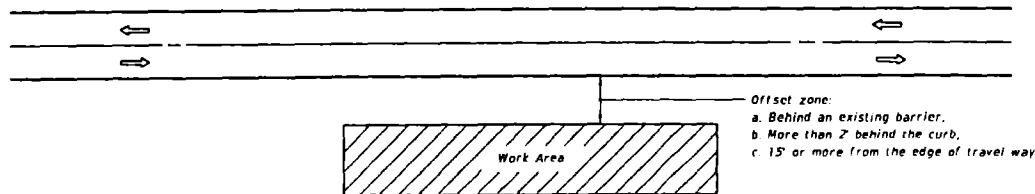
Approval by Board of County Commissioners, Columbia County, Florida:

YES () NO ()

Date Approved: _____

Chairman's Signature: _____

Rec'd 2-24-14



GENERAL NOTES

1. If the work operation (excluding establishing and terminating the work area) requires that two or more work vehicles cross the offset zone in any one hour, traffic control will be in conformance with Index No. 602.
2. No special signing is required.
3. When a side road intersects the highway within the work area, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
4. When construction activities encroach on a sidewalk refer to Index No. 660.
5. For general TCZ requirements and additional information, refer to Index No. 600.

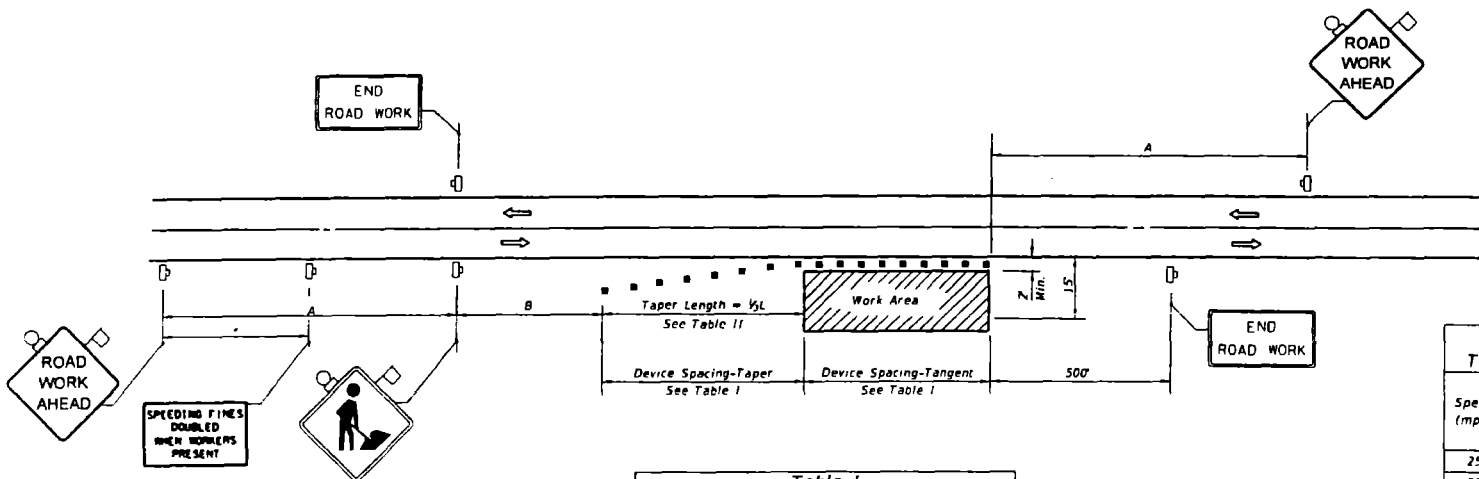
SYMBOLS

- Work Area
- Lane Identification + Direction of Traffic

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS AND THEIR ACTIVITIES ARE BEHIND AN EXISTING BARRIER, MORE THAN 2' BEHIND THE CURB, OR 15' OR MORE FROM THE EDGE OF TRAVEL WAY.

LAST REVISION 07/01/05	DESCRIPTION:	FDOT 2014 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK OUTSIDE SHOULDER	INDEX NO. 601	SHEET NO. 1 of 1
------------------------------	--------------	-------------------------------	--	---------------------	------------------------



DISTANCE BETWEEN SIGNS		
Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

*Midway between signs

Table I Device Spacing				
Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table II Taper Length - Shoulder				
Speed (mph)	1/2 L (ft)			Notes
	8' Shldr.	10' Shldr.	12' Shldr.	
25	28	35	42	L = WS / 60
30	40	50	60	
35	55	68	82	
40	72	90	107	
45	120	150	180	L = WS
50	133	167	200	
55	147	183	220	
60	160	200	240	
65	173	217	260	
70	187	233	280	

B' = minimum shoulder width

1/2 L = Length of shoulder taper in feet

W = Width of total shoulder in feet (combined paved and unpaved width)

S = Posted speed limit (mph)

SYMBOLS

- Work Area
- Sign With 18" x 18" (Min.) Orange Flag And Type B Light
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

GENERAL NOTES

- When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of flaggers and FLAGGER signs, see Index No. 603.
- SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
- When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ indexes.
- For general TCZ requirements and additional information, refer to Index No. 600.

DURATION NOTES

- Signs and channelizing devices may be omitted if all of the following conditions are met:
 - Work operations are 60 minutes or less.
 - Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

LAST
REVISION
07/01/12

DESCRIPTION



FDOT 2014
DESIGN STANDARDS

TWO-LANE, TWO-WAY, WORK ON SHOULDER

INDEX
NO.
602

SHEET
NO.
1 of 1

ALL PROPOSED CONSTRUCTION WILL BE PER-
MITS COLUMBIA COUNTY FOR CONSTRUCTION AS
WELL AS ALL NEAR SAFETY CODES

ALL PROPOSED LOTS WILL BE INDICATED BY
A DASHED LINE AND A "P" IN THE DIAMETER
OF THE LOT.

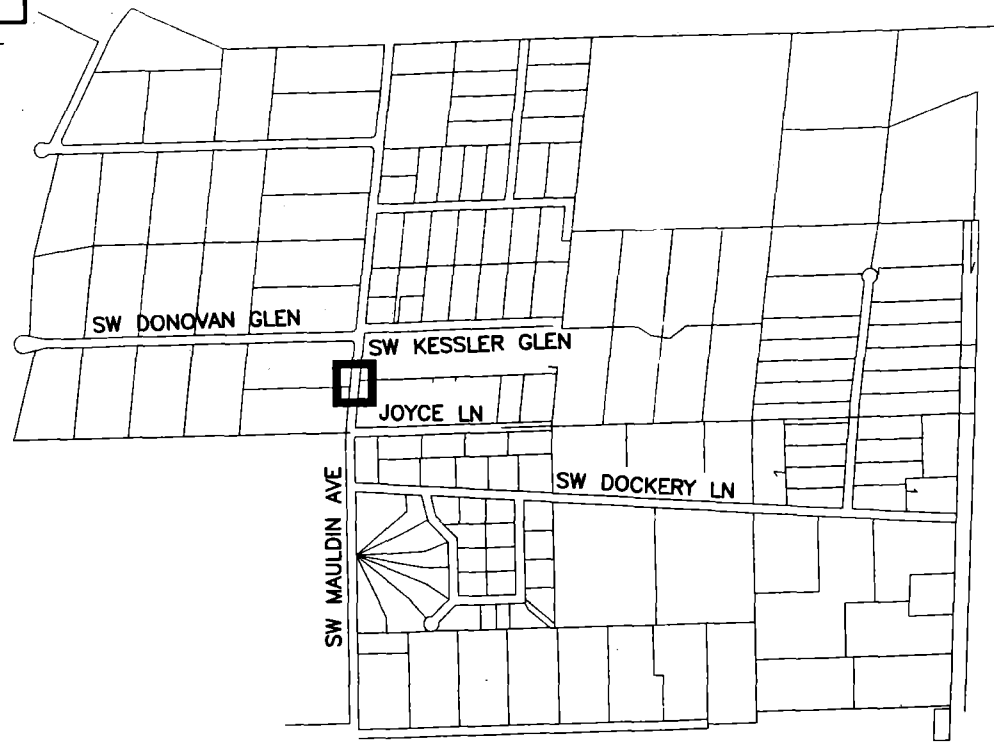
A MINIMUM OF 10' BEEP SPACE
SHOULD BE MAINTAINED AT ALL TIMES

NOTIFICATIONS TO ALL UTILITIES INVOLVED
WILL BE MADE PRIOR TO CONSTRUCTION

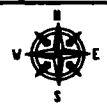
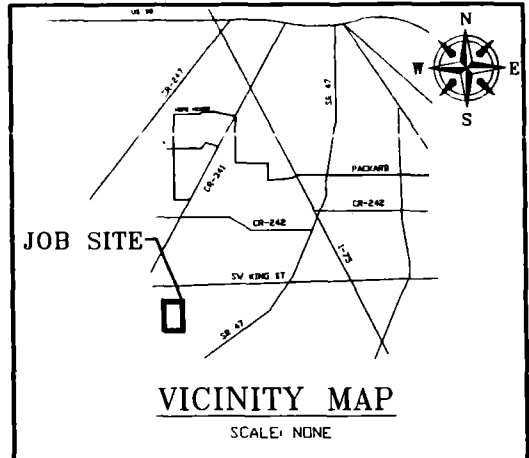
LOCATES WILL BE REQUIRED IN ALL PROP
UNDERGROUND AREAS AT LEAST 48 HRS
PRIOR TO CONSTRUCTION

SEE SHEET 2 FOR POWER SUPPLY DETAIL

USE CASE 1 MOT



SW MAULDIN AVE OVERALL VIEW
SCALE: NONE



COLUMBIA COUNTY POWER SUPPLY PERMIT

RIGHT OF WAY	=====	⊙	CONCRETE POLE
AERIAL CATV	-----	⊙	WOOD POLE
UNDERGROUND CATV	- - - - -	⊙	RISER POLE
BURIED POWER	—W—W—W—	□	PEDESTAL
TELEPHONE	—PHONE—PHONE—	⌵	VAULT
GAS	—GAS—GAS—GAS—	⌵	ANCHOR
SEWER	—SAN—SAN—		
WATER	—W—W—W—		

PROPOSED POWER SUPPLY FACILITIES IN COLUMBIA COUNTY, FLORIDA			
OVERALL VIEW		HUB NAME: LAKE CITY	
Sheet No.:	1 OF 3	County:	COLUMBIA
Scale:	NONE	State:	FLORIDA
Date:	8/18/14	Drafted:	L.B.I

SW MAULDIN AVE PLAN VIEW

SCALE: NONE

BINDING SPACE

POWER SUPPLY
ADDRESS

1009 SW MAULDIN AVE

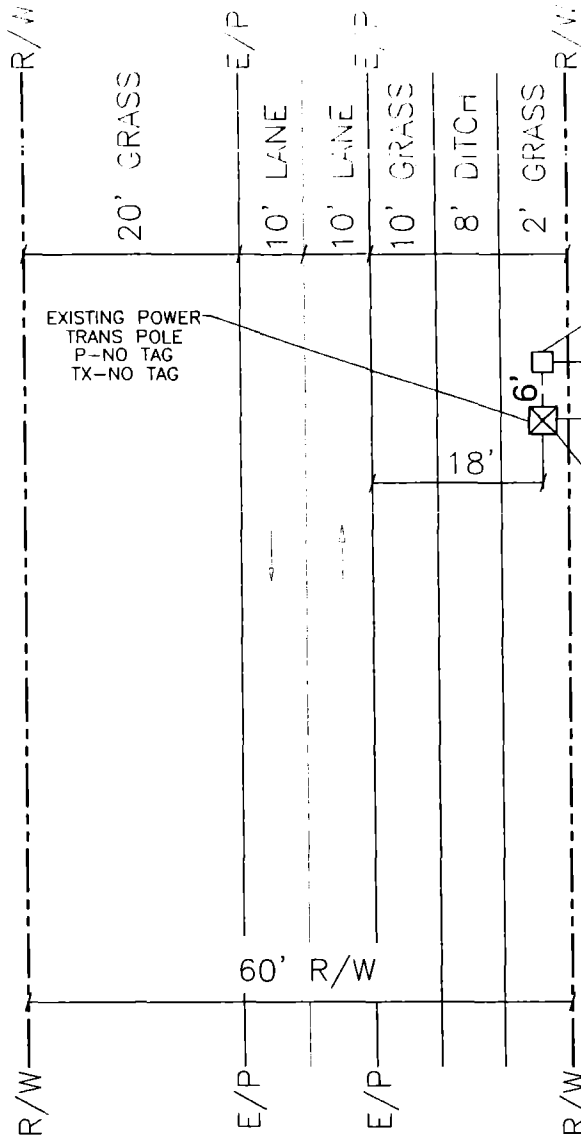
PARCEL #

34-45-16-03274-039

P/S# 01

TYPICAL #: 92

SW MAULDIN AVE



PROPOSED PS TO BE
MOVED TO NEW POLE

NEW WOOD
POLE
18'

APPROX. 341' TO E/P
JOYCE LN

E/P REPRESENTS THE TRUE
EDGE OF PAVEMENT

2.5", GRAY, SCHEDULE 40
ELECTRICAL PVC CONDUIT
IS BEING USED

ALL KNOWN UTILITIES SHOWN



Comcast.

5934 Richard St.
Jacksonville, Florida 32216

**COLUMBIA COUNTY
POWER SUPPLY PERMIT**

RIGHT OF WAY
AERIAL CATV
UNDERGROUND CATV
BURIED POWER
TELEPHONE
GAS
SEWER
WATER

— P— P— P—
— P— P— P—
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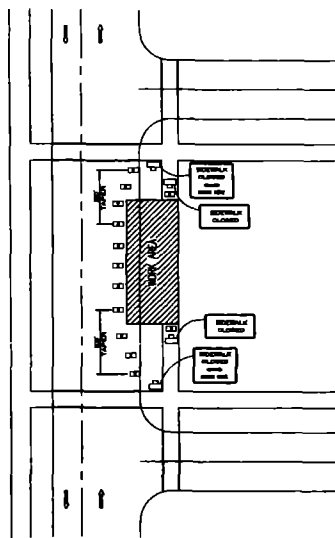
CONCRETE POLE
WOOD POLE
RISER POLE
PEDESTAL
VAULT
ANCHOR

PROPOSED POWER SUPPLY
FACILITIES IN COLUMBIA COUNTY, FLORIDA

OVERALL VIEW		SUB NAME	LAKE CITY
Sheet No.	2 OF 3	County	COLUMBIA
Scale	NONE	State	FLORIDA
Date	8/18/16	Draftsman	L.D.I

SW MAULDIN AVE COUNTY PERMIT MOT CASES

MID-BLOCK SIDEWALK CLOSURE



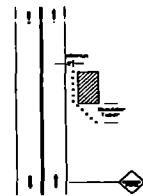
GENERAL NOTES

- ONLY THE SIGNS CONTROLLING PEDESTRIAN FLOWS ARE SHOWN. OTHER WORK ZONE SIGNS WILL BE NEEDED TO CONTROL TRAFFIC ON STREETS.
- TEMPORARY WALKWAYS SHALL BE A MINIMUM OF 4' WIDE AND KEPT FREE OF ANY OBSTRUCTIONS AND HAZARDS SUCH AS HOLES, DEBRIS, MUD, CONSTRUCTION EQUIPMENT, STORED MATERIALS AND ETC. (FOR DETAILS SEE INDEX 600)
- POST MOUNTED SIGNS LOCATED NEAR OR ADJACENT TO A SIDEWALK SHALL HAVE A 7' MINIMUM CLEARANCE FROM THE BOTTOM OF SIGN TO THE SIDEWALK.
- COLUMBIA COUNTY PROHIBITS MIDDLEBLOCK CROSSING OF PEDESTRIANS WHEN AN ALTERNATE ROUTE IS NOT FEASIBLE. CONTRACTOR SHALL PROVIDE AN ADA COMPLIANT PEDESTRIAN PATHWAY THROUGH THE WORK ZONE WHEN SIDEWALK IS CLOSED.

CONDITIONS

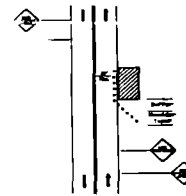
WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRUSH ON THE SIDEWALK FOR A PERIOD OF MORE THAN 60 MINUTES

Shoulder Work
(2'-15' From the Edge of Pavement)
(Maintaining two-way traffic in two travel lanes)



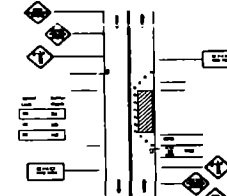
CASE 1 M.O.T.

Shoulder Work With Minor Encroachment
(Within 2' of the Edge of Pavement)



CASE 2 M.O.T.

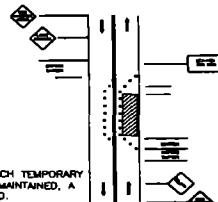
Lane Closure on a Two-Lane Road
(Two Flagger Operation)



CASE 3 M.O.T.

A CASE 3 MOT SHALL ONLY BE IMPLEMENTED WHILE CONTRACTOR PERSONNEL ARE PRESENT. DURING OFF HOURS THIS MOT SHOULD BE REMOVED AND TWO LANES OF TRAFFIC RESTORED.

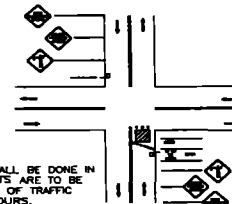
Work in Travel Lane or a Minor Urban Street
(Maintaining Two-Way Traffic)



CASE 4 M.O.T.

MINIMUM 11' WIDTH FOR EACH TEMPORARY LANE. IF 11' CANNOT BE MAINTAINED, A CASE 3 MOT MUST BE USED.

Lane Closure in Advance of an Intersection
(Work Area on the Through Road)



CASE 5 M.O.T.

ALL ROAD CROSSINGS SHALL BE DONE IN ONE DAY. CROSS STREETS ARE TO BE RESTORED TO TWO LANES OF TRAFFIC DURING NON-WORKING HOURS.

LEGEND

+	Channelizing Device
W	Flagger Symbol
W	Variable Sign Support
W	Arrow Display
W	High Level Warning Device
W	Work Area
W	Warning Sign

SIGN SPACING

ROAD TYPE	A	B	C
URBAN (Low speed)	100	100	100
URBAN (High speed)	200	200	200
RURAL	300	300	300
Expressway/Primary	1,000	1,000	2,000

2. Sign = Sign speed

A SPEED LIMIT SIGN IS REQUIRED AT THE BEGINNING OF A ROADWAY WITH A SPEED LIMIT OF 40 MPH OR GREATER. A SPEED LIMIT SIGN IS ALSO REQUIRED AT THE BEGINNING OF A ROADWAY WITH A SPEED LIMIT OF 30 MPH OR GREATER. A SPEED LIMIT SIGN IS ALSO REQUIRED AT THE BEGINNING OF A ROADWAY WITH A SPEED LIMIT OF 20 MPH OR GREATER. A SPEED LIMIT SIGN IS ALSO REQUIRED AT THE BEGINNING OF A ROADWAY WITH A SPEED LIMIT OF 15 MPH OR GREATER. A SPEED LIMIT SIGN IS ALSO REQUIRED AT THE BEGINNING OF A ROADWAY WITH A SPEED LIMIT OF 10 MPH OR GREATER. A SPEED LIMIT SIGN IS ALSO REQUIRED AT THE BEGINNING OF A ROADWAY WITH A SPEED LIMIT OF 5 MPH OR GREATER. A SPEED LIMIT SIGN IS ALSO REQUIRED AT THE BEGINNING OF A ROADWAY WITH A SPEED LIMIT OF 0 MPH OR GREATER.

TAPER LENGTH CRITERIA

TYPE OF TAPER	TAPER LENGTH (FT)
MOVING TAPER	AT LEAST 100
STOPPING TAPER	AT LEAST 100
SHOULDER TAPER	AT LEAST 100
ONE LANE, TWO WAY TRAFFIC TAPER	100 FT PER LANE
CONSTRUCTION TAPER	100 FT PER LANE

*FORMULAR FOR L ARE AS FOLLOWS
FOR SPEED LIMITS OF 40 MPH OR LESS
FOR SPEED LIMITS OF 40 MPH OR GREATER

L = TAPER LENGTH IN FEET
S = SPEED LIMIT IN MPH
V = POSTED SPEED LIMIT

MINIMUM 11' WIDTH FOR EACH TEMPORARY LANE. IF 11' CANNOT BE MAINTAINED, A CASE 3 MOT MUST BE USED.

MAINTENANCE OF TRAFFIC REQUIREMENTS

- ANY MODIFICATIONS TO THIS MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED TO COLUMBIA COUNTY TRAFFIC ENGINEERING DIVISION FOR REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION.
- PROJECT WORK HOURS ARE BETWEEN 7:00 AM TO 7:00 PM ON RESIDENTIAL STREETS, AND 8:00 AM TO 4:00 PM ON COLLECTOR OR ARTERIAL STREETS.
- CONTRACTOR MUST MAINTAIN EXISTING SIGNING. IF SIGNS ARE DAMAGED DUE TO HIS ACTIVITY, THE CONTRACTOR IS REQUIRED TO REPLACE THEM IN ACCORDANCE WITH CURRENT CITY STANDARD SPECIFICATIONS IMMEDIATELY.
- THIRTY FOOT RADIUS ARE REQUIRED AT ALL INTERSECTIONS WHERE THE ROADWAY IS REDUCED.
- ACCESS TO ALL STREETS AND DRIVEWAYS TO BE MAINTAINED AT ALL TIMES.
- IF SIDEWALKS ARE DISTURBED AND HAVE TO BE REPLACED, HANDICAP RAMP ARE TO BE INSTALLED.
- THE CONTRACTOR SHALL CONFINE HIS ACTIVE WORK AREA TO NO MORE THAN ONE BLOCK AT A TIME.
- THE ROADWAY SHALL BE RESTORED TO AT LEAST A UNIMPROVED SURFACE BEFORE IT IS RECLOSED TO TRAFFIC, AND BEFORE THE CONTRACTOR MOVES ON TO THE NEXT CONSTRUCTION ZONE.
- DUST CONTROL MEASURES SHALL BE IMPLEMENTED ON ALL UNPAVED SURFACES UNTIL PAVED.
- WHERE CONSTRUCTION PHASING IS NOT SHOWN ON PLANS, OR IF CONTRACTOR WANTS TO ALTER THE PHASING SHOWN, CONTRACTOR IS TO SUBMIT PHASING PLAN WITH A PROPOSED CONSTRUCTION SCHEDULE TO TRAFFIC ENGINEERING PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY TRAFFIC ENGINEERING DIVISION A MINIMUM OF 3 WORKING DAYS PRIOR TO IMPLEMENTATION OF THE M.O.T.

Comcast.
5934 Richard St.
Jacksonville, FL 32216

COLUMBIA COUNTY, FL
POWER SUPPLY PERMIT

SUBJECT: SW MAULDIN AVE
PROPOSED POWER SUPPLY
CATV FACILITIES
IN NODE LC022

COUNTY: COLUMBIA
STATE: FLORIDA
SHEET NO.: 3 OF 3
DATE: 2/18/2022
NODE: LC022
DRAFTED BY: LDI

13

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

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: Ron Croft

Department: 911 Addressing / GIS Dept.

1. Nature and purpose of agenda item: Delete Private Road Name from Closed Mobile Home Park

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: _____

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Account: _____	Account: _____	\$ _____

For Use of County Manager Only:

[] Consent Item [] Discussion Item

MSAG INFO

2/27/2014

PREFIX	NEW ROAD NAME	NEW SUFFIX	S-T-R	NEW DRIVING DIRECTIONS
SW	COCHRAN	CT	19-6S-16	SW SR 47, R SW US HWY 27, R SW COCHRAN CT (PRIVATE RD)

SW US HWY 27

SW COCHRAN CT

SW RAMBLING CT

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

14

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: HMGP

1. Nature and purpose of agenda item: To accept FEMA Hazard Mitigation Grant Program (HMGP) funding for the Sparr Lane/Beth Drive flood mitigation project - \$1,054,500

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

FEMA HMGP Funding

HMGP Sparr/Beth Project

\$790,625

Local Match - In-Kind

Clearing, Demolition
and Engineering

\$263,625

\$1,054,500

For Use of County Manger Only:

☐ Consent Item ☐ Discussion Item

Penny Stanley

From: David Kraus
Sent: Thursday, February 27, 2014 5:28 PM
To: Lisa Roberts; Penny Stanley
Subject: Agenda Item
Attachments: MEMORANDUM HMGP SPARR BETH.docx; 4068-26-R, Columbia County, Beth Drive and Sparr Lane Acquisition Project.pdf; agenda item request SPARR BETH.pdf

Importance: High

Penny and Lisa;

Here is the SPARR/BETH HMGP Agenda Package. It can go on any agenda as a signed copy is due to the State within 90 days of February 17, 2014.

David Kraus
Safety Manager
Columbia County



P.O. Box 1529
Lake City, FL 32056-1529

(386) 758-1178
fax (386) 758-2182
david_kraus@columbiacountyfla.com

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MEMORANDUM

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

RE: HMGP funding for Sparr Lane and Beth Drive

After Tropical Storm Debby, the County applied for several Hazard Mitigation Grant (HMGP) projects. The HMGP program requires a review of the applications by the State and then the Federal Government and often takes two years for approval. Additionally, projects can be assigned within the HMGP to one of several funding "programs" (Tier 1, Tier 2, etc.). Additionally, these applications can be funded in phases.

At this time, FEMA and the State Division of Emergency Management have fully funded the Sparr Lane and Beth Drive acquisition, demolition, and conversion of the land in perpetuity to open space. The grant is for \$1,054,500 of which \$790,875 is federal funds and \$263,625 is a local match. The local share can be either a cash or in-kind match.

Contract Number: 14HM-6B-03-22-01-__ _

Project Number: 4068-26-R

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division") and Columbia County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein: and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) **SCOPE OF WORK**

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) **INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES**

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) **PERIOD OF AGREEMENT**

This Agreement shall begin upon execution by both parties, and shall end December 31, 2015, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) **MODIFICATIONS OF CONTRACT**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) **RECORDKEEPING**

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-Profit Organizations," and either OMB Circular No. A-87, "Cost

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all sub-contractors and consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing of the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors of consultants to be paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work – Attachment A – and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with records, reports and financial statements upon request for the purpose of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in

accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph (6)(d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320(d) OMB Circular A-133, as revised, by or on behalf of the Recipient to:
The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f) OMB Circular A-133, as revised.

(f) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public Accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all sub-recipients and subcontractors in completing the work described in the Scope of Work and the expenditures of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with Paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/ processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts of omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement of any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question, or

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.

(f) Exercise any other rights or remedies which may be available under law;

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statute, as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the termination portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due to the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Ms. Kathleen Marshall
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 922-5944
Fax: (850) 922-1259
Email: kathleen.marshall@em.myflorida.com

(c) The name and address of the Representatives of the Recipient responsible for the administration of this Agreement is:

Mr. David Kraus, Safety Manager
Columbia County
135 Northeast Hernando Avenue
Lake City, Florida 32055
Telephone: (386) 758-1178
Fax: (386) 758-2182
Email: david_kraus@columbiacountyfla.com

(d) In the Event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontract is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (c) This Agreement has the following attachments:
 - Exhibit 1 – Funding Sources
 - Attachment A – Budget and Scope of Work
 - Attachment B – Program Statutes and Regulations
 - Attachment C – Statement of Assurances
 - Attachment D – Request for Advance or Reimbursement
 - Attachment E – Justification of Advance
 - Attachment F – Quarterly Report Form
 - Attachment G – Warranties and Representations
 - Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Attachment I – Federal Funding Accountability and Transparency Act Instruction and Worksheet

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$790,875.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181 (16), Florida Statutes, and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, and advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in the Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advance payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoices shall be submitted within sixty (60) days after the expiration date of the Agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph (7) of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19) (h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 United States Code (U.S.C.), Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government of state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (19)(g)2 of this certification; and
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(o) All unmanufactured and manufactured articles, material and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under subparagraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: COLUMBIA COUNTY

By: _____

Name and Title: _____

Date: _____

FEID#: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance Number: 97.039
Amount of Federal Funding: \$790,875.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- OMB Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments
- OMB Circular A-87 Cost Principles for State and Local Governments
- OMB Circular A-21 Cost Principles for Educational Institutions
- OMB Circular A-133 Audits of State, Local Governments, and Non Profit Organizations

Commonly Applicable Statutes and Regulations

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- Title 44 of the Code of Federal Regulations (CFR)
- 44 CFR Part 80 Property Acquisition and Relocation of Open Space
- 44 CFR Part 10 Environmental Considerations
- 44 CFR Part 13 Uniform Administrative Requirements for Grants and cooperative Agreements to State and Local Governments
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform the following eligible activities:
 - Acquisition of hazard prone properties
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Budget and Scope of Work

Scope of Work

As a Hazard Mitigation Grant Program project, the Recipient, Columbia County, will acquire and demolish eleven (11) properties and remove all associated debris to clear the site and convert and return the land to open space into perpetuity. Each property deed will be restricted as set forth in the FEMA program requirements for the acquisition of property for open space purposes (44 C.F.R. Part 80). Proof of appropriate deed restrictions in accordance with the model deed restriction prescribed by FEMA is required for close-out. Following completion of the acquisition, every three years the recipient must inspect the site and ensure each property continues to be maintained consistent with the provisions of the subgrant and submit a report to the Division.

Tasks

Task 1

The recipient will acquire fee title (full property interest) to the properties located at the following locations:

Address	Zip Code	GPS Coordinates
Parcel 1 - 109 TAD PL NW	32055	30.297330, -82.709241
Parcel 2 - 121 TAD PL NW	32055	30.297252, -82.709538
Parcel 3 - 145 TAD PL NW	32055	30.297185, -82.709875
Parcel 4 - 226 BONITA WAY NW	32055	30.296111, -82.7102
Parcel 5 - 270 BONITA WAY NW	32055	30.296531, -82.710189
Parcel 6 - 282 BONITA WAY NW	32055	30.297005, -82.710166
Parcel 7 - 306 AUSTIN WAY NW	32055	30.296884, -82.709063
Parcel 8 - 209 SPARR LN NW	32055	30.296483, -82.709304
Parcel 9 - 243 SPARR LN	32055	30.296384, -82.70966
Parcel 10 - 315 BETH DR SW	32024	30.131490, -82.666858
Parcel 11 - 336 BETH DR SW	32024	30.131460, -82.667763

The recipient shall ensure that all property acquisition activities are voluntary and conducted in compliance with 44 CFR Part 80. In addition, the recipient shall ensure that fair procedures are in place to compensate property owners and tenants affected by this property acquisition. This includes but may not be limited to: determination of property values, the amount of mitigation offers, and the review and resolution of mitigation offer disputes.

The recipient must identify and ensure that any duplication of benefit is properly documented and accounted for in the final mitigation offer.

The recipient shall ensure that a title search is conducted on the subject property. All known encumbrances that are incompatible with open space use must be revised or extinguished to ensure that each property use is consistent with the open space requirements in 44 CFR Part 80 and applicable guidance. The recipient will obtain a title insurance policy reflecting that all incompatible easements or other encumbrances to the title have been extinguished to demonstrate clear fee title in conformance with 44 CFR Section 80.17(b).

The recipient will comply with the Uniform Relocation Assistance Act and document compliance as appropriate, if applicable.

Recording of the deeds and required deed restrictions will take place in accordance with State law and within 14 days after the settlement and closing.

Task 2

If applicable, the recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The recipient shall select the qualified, licensed Florida contractor in accordance with the recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities will contain sufficient source documentation in accordance with applicable regulations.

The recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all grant award related work as approved by the Division and FEMA.

The recipient and contractor will maintain a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

Task 3

The recipient shall demolish and properly dispose of existing non-compatible facilities at the project location within 90 days of closing and settlement of each property acquisition transaction.

The recipient shall monitor and manage the demolition activities at each project site to ensure compliance with the grant application and scope as submitted to and approved by the Division and FEMA.

The project consists of the general construction and furnishing of all materials, equipment and labor, and incidental work to provide a complete and serviceable project.

Construction activities will be completed by a qualified and licensed Florida contractor. The recipient shall ensure that all required permits are issued and that the project is completed in accordance with all required permits. All work will be completed in accordance with applicable codes and standards.

Upon completion of the work, the recipient will schedule and participate in a final inspection of the completed project by local officials, if applicable. Any deficiencies found during this final inspection will be corrected by the recipient prior to recipient's submittal of the final inspection request to the Division.

Task 4

During the course of this agreement the recipient is required to submit requests for reimbursement. Adequate and complete source documentation is required to be submitted to support all costs (federal share and local share) per site related to the project. In some cases, all project activities may not be fully completed prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The recipient is required to submit an Affidavit signed by the recipient's project manager with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The recipient must maintain accurate time records. The recipient must ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation must coincide with the requested billing period. All costs submitted for reimbursement must contain adequate source documentation which may include but not be limited to: cancelled checks, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expenses: The recipient will pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient will ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs. If any parts of the demolished structure are sold for salvage value, the total cost of the project will be reduced by the salvage value amount.

Project Management Expenses: The recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

The Division will review all submitted requests for reimbursement to assess basic accuracy of information. Further, the Division will ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division will verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, will be conducted by the Division in coordination with the recipient. Quarterly reports must be submitted by the recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

Deliverables

Deliverable 1

Upon completion of Task1 the recipient shall provide the following documentation:

1. An executed Declaration and Release Form (FEMA 009-0-3)
2. An executed Statement of Voluntary Participation Form (FEMA 81-112)
3. An executed copy of the Model Statement of Assurances for Property Acquisition Projects or an equivalent acceptable to the Division and FEMA
4. A recorded copy of the deed conveying full property interest to-Columbia County. This deed must include the necessary elements of FEMA's prescribed model deed restrictions.
5. Project specific information relating to duplication of benefits, if applicable.
6. Documentation demonstrating the market value of each property (pre-event or current, as appropriate) and how the market value was determined.

Deliverable 2

The recipient will provide documentation demonstrating the results of the procurement process. This may include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The recipient will provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors will be provided to the Division by the recipient.

The recipient will provide copies of professional licenses for contractors selected to perform services. The recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

Deliverable 3

Upon completion of Task 3, the recipient will submit two final copies of the project's specifications and necessary supporting documentation, and will provide a summary of all contract scope of work changes, if any. Additional documentation will include:

1. Local Building permits, certificate of completion issue by the local authority and lead-based paint report; as applicable.
2. Letter from corresponding entities certifying the termination of any utilities. This may include but is not limited to decommissioning of septic systems and potable water wells.
3. Response letters from consultation with the Department of Transportation (DOT) and U.S. Army Corps of Engineers (USACE), regarding any other on-going activities; as applicable.
4. A minimum of four photographs of each property site after project implementation. At least one photograph from each cardinal direction.

Deliverable 4

The recipient shall submit to the Division requests for reimbursement of actual acquisition, demolition and project management costs per site related to the project. The requests for reimbursement will include:

1. Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information.
2. Proof of payment from the recipient to the contractor, subcontractor, and/or vendor for invoiced services.
3. Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The recipient's final request for reimbursement should include the final acquisition, demolition and project management costs. Supporting documentation must show that all contractors and subcontractors have been paid.

Project Conditions

1. The recipient must follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
2. Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, will require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
3. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
4. In the event of an unexpected discovery involving an Undertaking that has affected a previously unidentified historic property, human remains, or affected a known historic property in an unanticipated manner, the recipient should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries and take all reasonable measures to avoid or minimize harm to the property. The Recipient, or other designee, should contact the Florida Department State, Division of Historical Resources, Review and Compliance Section at 850.245.6333 or 800.847.7278, as well as the Division and FEMA. Project activities should not resume without verbal and/or written authorization for the Division of Historical Resources and FEMA. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.
5. Best Management Practices (BPM's) shall be implemented during project construction activities to reduce site run-off.

Financial Consequences

If the recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

This is FEMA project **4068-26-R**, funded under 4068-DR-FL.

The Period of Performance for this project ends on **December 31, 2015**.

Schedule of Work

State Contracting Process	6	Months
Property Acquisition Sparr and Beth	6	Months
Permitting/Site Clearing Demolitions Sparr and Beth	6	Month
State Final Inspection:	3	Months
<u>State Closeout:</u>	<u>3</u>	<u>Months</u>
Total Period of Performance:	24	Months

Budget**Line Item Budget***

	Project Cost	Federal Share	Local Share
Acquisition Parcel 1	\$ 50,000.00	\$ 37,500.00	\$ 12,500.00
Acquisition Parcel 2	\$ 50,000.00	\$ 37,500.00	\$ 12,500.00
Acquisition Parcel 3	\$ 50,000.00	\$ 37,500.00	\$ 12,500.00
Acquisition Parcel 4	\$ 50,000.00	\$ 37,500.00	\$ 12,500.00
Acquisition Parcel 5	\$ 50,000.00	\$ 37,500.00	\$ 12,500.00
Acquisition Parcel 6	\$ 50,000.00	\$ 37,500.00	\$ 12,500.00
Acquisition Parcel 7	\$ 50,000.00	\$ 37,500.00	\$ 12,500.00
Acquisition Parcel 8	\$ 50,000.00	\$ 37,500.00	\$ 12,500.00
Acquisition Parcel 9	\$ 50,000.00	\$ 37,500.00	\$ 12,500.00
Acquisition Parcel 10	\$ 200,000.00	\$ 150,000.00	\$ 50,000.00
Acquisition Parcel 11	\$ 200,000.00	\$ 150,000.00	\$ 50,000.00
Clearing & demolition Parcel 1	\$ 5,500.00	\$ 4,125.00	\$ 1,375.00
Clearing & demolition Parcel 2	\$ 5,500.00	\$ 4,125.00	\$ 1,375.00
Clearing & demolition Parcel 3	\$ 5,500.00	\$ 4,125.00	\$ 1,375.00
Clearing & demolition Parcel 4	\$ 5,500.00	\$ 4,125.00	\$ 1,375.00
Clearing & demolition Parcel 5	\$ 5,500.00	\$ 4,125.00	\$ 1,375.00
Clearing & demolition Parcel 6	\$ 5,500.00	\$ 4,125.00	\$ 1,375.00
Clearing & demolition Parcel 7	\$ 5,500.00	\$ 4,125.00	\$ 1,375.00
Clearing & demolition Parcel 8	\$ 5,500.00	\$ 4,125.00	\$ 1,375.00
Clearing & demolition Parcel 9	\$ 5,500.00	\$ 4,125.00	\$ 1,375.00
Clearing & demolition Parcel 10	\$ 27,500.00	\$ 20,625.00	\$ 6,875.00
Clearing & demolition Parcel 11	\$ 27,500.00	\$ 20,625.00	\$ 6,875.00
Engineering/Survey/Permitting Sparr	\$ 60,000.00	\$ 45,000.00	\$ 15,000.00
Permitting Beth	\$ 5,000.00	\$ 3,750.00	\$ 1,250.00

Project Management	\$ 17,000.00	\$ 12,750.00	\$ 4,250.00
<u>Pre-award Costs (Application Development)</u>	<u>\$ 18,000.00</u>	<u>\$ 13,500.00</u>	<u>\$ 4,500.00</u>
Total	\$ 1,054,500.00	\$ 790,875.00	\$ 263,625.00

** Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

Funding Summary

Federal Share: \$ 790,875.00 (75%)
Local Share: \$ 263,625.00 (25%)
Total Project Cost: \$1,054,500.00(100%)

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Long-term Recovery Guidance; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Recipient must comply with the following:

The Recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Recipient and any land use permitted by or engaged in by the Recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process. **You are reminded that no construction may occur in this phase that a full environmental review must be completed prior to funding Phase II.**

As a reminder, the Recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

STATEMENT OF ASSURANCES

The Recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) OMB Circulars A-21, A-87, A-110, A-122
- (5) Chapter 473, Florida Statutes
- (6) Chapter 215, Florida Statutes
- (7) Section 768.28, Florida Statutes
- (8) Chapter 119, Florida Statutes
- (9) Section 216.181(6), Florida Statutes
- (10) Cash Management Improvement Act Of 1990

- (11) American with Disabilities Act
- (12) Section 112.061, Florida Statutes
- (13) Immigration and Nationality Act
- (14) Section 286.011, Florida Statutes
- (15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
- (16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (17) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (18) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (19) 28 CFR applicable to grants and cooperative Agreements
- (20) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (21) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
- (22) Section 504 of the Rehabilitation Act of 1973, as amended
- (23) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (24) 28 CFR, Part 42, Subparts C, D, E, and G
- (25) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (26) 42 U.S.C. 5154a
- (27) 44 CFR, Part 60.3 and City/County Ordinance

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmental/grant/sfha_conditions.shtml

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the "**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.
- (6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.
 - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
 - (8) Obtain all required permits.
 - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF
HAZARD MITIGATION GRANT PROGRAM FUNDS**

RECIPIENT NAME: Columbia County

REMIT ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PAYMENT #: _____ CONTRACT #: 14HM-6B-03-22-01-

FEMA TRACKING #: 4068-26-R INVOICE PERIOD: _____ to _____

Eligible Amount 100%	Obligated Federal %	Obligated Non-Federal %	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE: _____

NAME AND TITLE: _____ DATE: _____

APPROVED PROJECT TOTAL	\$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE
ADMINISTRATIVE COST	\$ _____	
APPROVED FOR PAYMENT	\$ _____	
		DATE _____

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: Columbia County

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED

Advance payment of \$_____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20____-20____ Anticipated Expenditures for the First Three Months of Contract
For Example ADMINISTRATIVE COSTS (Include Secondary Administration)	
For Example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

Attachment F

**DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM**

RECEIPT Columbia County PROJECT #: 4068-26-R

PROJECT TYPE: Acquisition CONTRACT#: 14HM-6B-03-22-01-

DISASTER NUMBER: 4068 QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable): \$ _____

Provide reimbursement projections for this project:

July-Sep 20__ \$ _____ Oct-Dec 20__ \$ _____ Jan-Mar 20__ \$ _____ Apr-June 20__ \$ _____
July-Sep 20__ \$ _____ Oct-Dec 20__ \$ _____ Jan-Mar 20__ \$ _____ Apr-June 20__ \$ _____

Percentage of Work Completed (may be confirmed by state inspector's): _____ %

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: : ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project, such as, anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, Columbia County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Columbia County
Recipient's Name

14HM-6B-03-22-01-
DEM Contract Number

4068-26-R
FEMA Project Number

Attachment I

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4068-26-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 790,875.00

OBLIGATION/ACTION DATE: November 21, 2013

SUBAWARD DATE (if applicable): _____

DUNS#: _____

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Recipient, Columbia County, will acquire and demolish eleven (11) properties and remove all associated debris to clear the site and convert and return the land to open space into perpetuity. Each property deed will be restricted as set forth in the FEMA program requirements for the acquisition of property for open space purposes (44 C.F.R. Part 80). Proof of appropriate deed restrictions in accordance with the model deed restriction prescribed by FEMA is required for close-out. Following completion of the acquisition, every three years the recipient must inspect the site and ensure each property continues to be maintained consistent with the provisions of the subgrant and submit a report to the Division.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial

assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

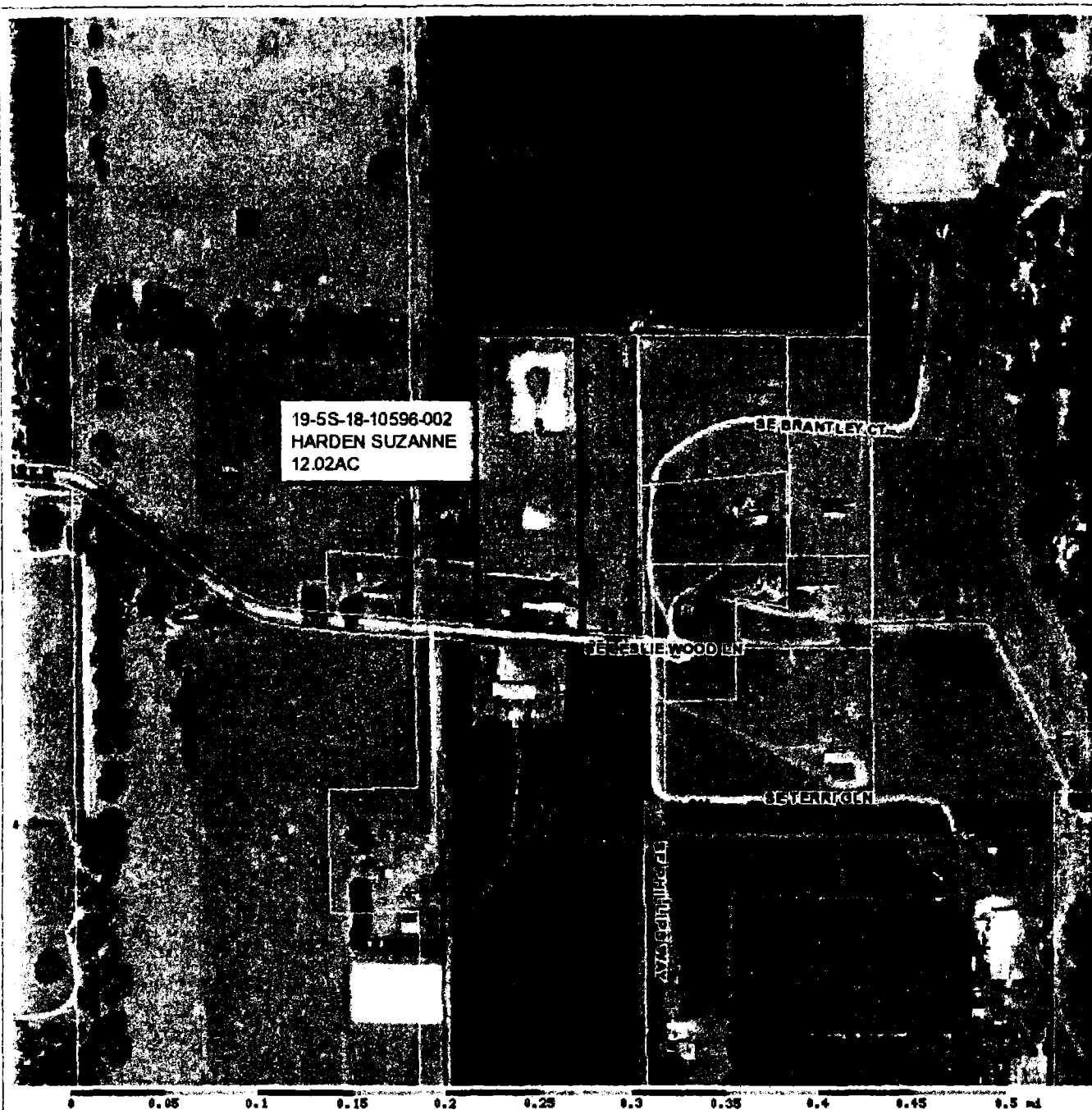
TO: Dale Williams, County Manager
FROM: Kevin Kirby, Operations Manager / *K. Kirby KSB*
DATE: February 19, 2014
SUBJECT: Request to Enter Private Property

I am requesting permission to enter private property located at 1113 Leslie Wood Lane. In 2007 the county dug a borrow pit/pond on this property with the promise to dress out the area around when no longer used. That has never been done.

To keep our promise will require (2) days labor and a minimal amount of equipment.

Your consideration is appreciated.





Columbia County Property Appraiser

J. Doyle Crews - Lake City, Florida 32055 | 386-758-1083

PARCEL: 19-5S-18-10596-002 - IMPROVED A (005000)

COMM NE COR OF NE1/4 OF SE1/4, RUN W 832.34 FT FOR POB, RUN S 861.93 FT, W 296.15 FT, N 845.63 FT, E 296.07 FT TO POB & W1/2 OF NE1/4 OF SE1/4 AS LIES S

NOTES:

Name: HARDEN SUZANNE			2013 Certified Values	
Site:	1113 SE LESLIE WOOD LN		Land	\$19,000.00
Mail:	1113 SE LESLIE WOOD LANE		Bldg	\$86,913.00
	LULU, FL 32081		Assd	\$93,883.00
Sales	7/19/2010	\$100.00 V / U	Exempt	\$50,000.00
Info	4/13/2009	\$100.00 V / U	Taxbl	Cnty: \$43,883
				Other: \$43,883 Schl: \$68,883



LAKE CITY~COLUMBIA COUNTY

CHAMBER

Belong • Engage • Lead • Prosper

16

Chamber Builders:

Anderson Columbia
Co., Inc.

City of Lake City

Columbia Bank

Columbia County
Board of
Commissioners

Florida Power and
Light

First Federal Savings
Bank of Florida

Florida Gateway
College

Foreman McInnis, P.A.

Gulf Coast Financial
Services, Inc.

Lake City Medical
Center

Lake City Reporter

Meridian Behavioral
Healthcare, Inc.

Potash Corp. of
White Springs

S & S Food Store

Shands Lake Shore

TD Bank

TIMCO

February 27, 2014

Board of County Commissioners
Mr. Ronald Williams
P.O. Box 1529
Lake City, FL 32056

Dear Mr. Williams:

I am requesting a road closure on behalf of Altrusa of Lake City, in conjunction with Get Fit Lake City Finale at Florida Gateway College. The portion of the event that will require a road closure will be held March 7, 2014 from 7:00 pm to 8:00 pm. We are requesting the closure public safety during our 5k race.

We are asking the following roads be closed:

SE Academic Avenue from Agriculture Lane to Foundation Place. Approximately .08 of a mile.

I appreciate your assistance in ensuring we have a successful event!

Thank you,

Dennille Decker

Dennille Decker
Chair, Get Fit Lake City
Altrusa International

asked for an explanation as to exactly who requested this contribution and how it made it to the agenda. Commissioner DePratter and Commissioner Nash assisted with clarification.

WILKS ROAD – REQUEST for PAVING

Craig Williams is the owner of ICS Cremation & Funeral Home, which is located at the end of Wilks Road. Mr. Williams discussed former Commissioner Skinner's plans for paving the road and referenced supporting correspondence. He asked that funds be appropriated to pave this road, which would assist the business and the family's using the funeral home.

Commissioner Nash advised that he intends to look into the matter and will report.

BUILDING & ZONING

Public Hearing(s):

Small Scale Land Use Amendment to Comprehensive Plan (Adoption Hearing):

- (1) CPA 0209 The Residuary Family Trust is requesting a change in the land use classification from Commercial to Highway Interchange in District 3. The Planning and Zoning Board recommended approval.

The public hearing opened and closed without public input.

MOTION by Commissioner Nash to approve CPA 0209 (Ordinance 2014-1). Second by Commissioner DePratter. The motion carried unanimously.

Zoning Amendment to the Official Zoning Atlas of the LDR's (Adoption Hearing):

- (2) Z 0536 The Residuary Family Trust is requesting a change in the zoning district from Commercial Intensive (CI) to Commercial Highway Interchange (CHI) in District 3. The Planning and Zoning Board recommended approval.

The public hearing opened and closed without public input.

MOTION by Commissioner Nash to approve Z 0536 (Ordinance No. 2014-2). Second by Commissioner Bailey. The motion carried unanimously.

ECONOMIC DEVELOPMENT – PROJECT BREEZE

Economic Development Director Jesse Quillen presented the Board with a revised, proposed incentive package for Project Breeze. The proposal is attached to the original minutes. Attorney Joel Foreman discussed the details of the agreement.

MOTION by Commissioner DePratter to accept the revised package. Second by Commissioner Bailey. The motion carried unanimously.

The Board thanked Director Quillen for his work and the progress he and the Economic Development Board has made in Columbia County. Director Quillen thanked the Board for an opportunity to serve.

ELECTRONIC FILING of CAMPAIGN REPORTS

Attorney Feagle presented a resolution for implementing electronic filing requirement for Campaign Financial Reports of local candidates and political committees.

MOTION by Commissioner DePratter to approve Resolution #2014R-2a. Second by Commissioner Nash. The motion carried unanimously.

CONSENT AGENDA

OM Kirby offered additional clarification on item #7.

- (1) Agreement – Florida Power and Light Company/Board of County Commissioners – Existing Street Lighting Facilities – Brown Road # Emerald Lakes Subdivision – October 1, 2013
- (2) Agreement – Florida Power and Light Company/Board of County Commissioners – Installation of New Street Lights Facilities – Brown Road # Emerald Lakes Subdivision – October 1, 2013
- (3) Human Resources – Position Description Reclassification – Stockroom Clerk to Fleet/Procurement Coordinator
- (4) Land Purchase – Tax Deed Sale – Parcel No 15-75-16-04226-125 – 10.01 Acres – Borrow Pit – Frye Road - \$10,248.41
- (5) Columbia County Health Department – Declaration of Junk Property – (see attached list)
- (6) Resolution No. 2014R-1a – Amending Resolutions No.'s 2013R-25 and 2013R-28 – Relating to Provisions of Fire Protection Services – Revising and Amending the DOR Codes
- (7) Revision of Supplemental Force Account Estimate – CSX Transportation, Inc. - \$214,091.00
- (8) Utility Permit – Comcast Cable – Sunbeam Way

- (9) Utility Permit – City of Lake City – NW Country Lake Drive
- (10) Utility Permit – City of Lake City – Silver Palm Drive
- (11) Utility Permit – AT&T SE Florida – County Road 240 to County Road 133
- (12) Utility Permit – AT&T SE Florida – SW Ring Court to 328 SW Ring Court
- (13) Utility Permit – Clay Electric – County Road 18
- (14) Safety Manager – Requesting Approval – CDBG Change Order – 628 SE Bailey Street - \$6,700.00
- (15) Safety Manager – Requesting Approval – Neighborhood Stabilization Program 3 (NSP-3) - Admissions and Continued Occupancy Policy
- (16) Minute Approval – Board of County Commissioners – Regular Meeting – February 6, 2014

MOTION by Commissioner Bailey to approve. Second by Commissioner Nash. The motion carried unanimously.

MEETING RULES and PROCEDURES

Removed from the Agenda.

POSTITIONS OF: Economic Development Director and TDC Director

As an information item, the Board was advised that the County is in the process of advertising the positions locally. The Commissioners and Economic Development Board will be included in the selection process.

Commissioner Bailey voiced that the new TDC Director should be included in selecting the person who would fill the vacancy for Sports Marketing Director. There was agreement.

MOTION by Commissioner Bailey to hold off on hiring a Sports Marketing Director until the new TDC Director has been hired and can be a part of the selection and hiring process. Second by Commissioner Nash. The motion carried unanimously.

FORT WHITE HIGH SCHOOL - \$224,250

The Board considered a request to contribute \$224,250 for ball field capital improvements.

MOTION by Commissioner DePratter to approve capital improvements in the amount of \$224,250 for the purpose of building locker rooms, and to amend the interlocal agreement with the school district. Second by Commissioner Nash. The motion carried unanimously.

GIRL SCOUTS – TREE PLANTING

Commissioner DePratter reported that he has been approached by a mother who has requested permission to use a small space behind the Fort White Library to plant fruit trees. The trees will be planted and maintained with the assistance of FFA on a piece of property that is approximately 100' x 100' in size. Commissioner DePratter said that he explained to the mother that this piece of property is subject to development, which would mean the loss of the trees.

Attorney Feagle advised that it is likely that a license agreement will be needed.

MOTION by Commissioner DePratter to approve the request, and to help the Girl Scouts with acquiring a license agreement to plant the fruit trees behind the library. Second by Commissioner Bailey. The motion carried unanimously.

PUBLIC COMMENT

Citizen Stewart Lilker discussed that it wasn't fair to the public that there was no backup materials included in the agenda and that nobody could see who made the request to the County. He questioned this amount of money being given for locker rooms when the school struggles with a book shortage.

Commissioner DePratter replied that Coach Jackson contacted North Florida Professional Services and the need was then relayed to him [Commissioner DePratter].

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned.

ATTEST:

Scarlet Frisina, Vice-Chair
Board of County Commissioners

P. DeWitt Cason
Clerk of Circuit Courts