

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

CONSENT AGENDA

JUNE 2, 2016

5:30 P.M.

-
- (1) External Budget Amendment – BCC Administration – BA # 16-52 – Set up Budget for Professional Services Charged to Special Assessment - \$10,250**
 - (2) External Budget Amendment – Emergency Management – BA # 16-53 – Approval of Contract with the Florida Division of Emergency Management – Phase II of the Hazard Mitigation Grant Program Project – Erin Glen (4068-29-A) - \$567,679 & additional local in-kind match - \$189,226**
 - (3) External Budget Amendment – Public Library – BA # 16-54 – Distribute Donated Funds by the Friends of the Library - \$650.00**
 - (4) External Budget Amendment – BCC Administration – BA # 16-55 – Budget Paving of Christie Street - \$400,000**
 - (5) External Budget Amendment – BCC Administration – BA # 16-56 – Grant to Columbia County Girls Softball to Sanction with babe Ruth, Inc. - \$1,000**
 - (6) Building and Zoning – Requesting Approval for Special Family Lot – John G. Windham, Son – John J. & Joyce M. Windham, Property Owner – 4219 SE Country Club Road**
 - (7) Operations Department – Requesting Approval for Position Reclassification – Equipment Operator III to a Motor Grader**
 - (8) Operations Department – Requesting to Enter Private Property – Driveway Repair – Rosanna Lee, Property Owner – 173 Otter Court**
 - (9) Purchasing – Bid Award – 2016-J – Quest Liner - Transportation of Leachate - .0516 per gallon**
 - (10) Purchasing – Bid Award – 2016-I – Bill Williams A/C & Heating, Inc. – Courthouse Chiller Bypass - \$23,770**

- (11) Operations Department – Requesting Approval of FDOT, District Two Safety Intersection Implementation Plan & Reimbursement Agreement- #433519-2-52-01 – Resolution No. 2016R-10**
- (12) Code Enforcement – Application for Franchise Collection – Envirowaste – Requesting to Haul in Columbia County**
- (13) BCC Administration – Minute Approval – Board of County Commissioners – Regular Meeting – May 5, 2016**
- (14) BCC Administration – Minute Approval – Board of County Commissioners – Regular Meeting – March 3, 2016**
- (15) Operations Department – Declaration of Surplus Property – 1986 GMC Fuel Truck, County ID # 4863**
- (16) Risk Manager and County Engineer – Requesting Approval to Purchase a Home at 315 SW Beth Avenue – Stormwater Mitigation Property - \$8,400**
- (17) BCC Administration – Requesting Approval of a MOU with Florida Department of Veteran’s Affairs**
- (18) BCC Administration – Requesting Approval of Permits for the Annual 4th of July Fireworks Celebration**

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: 5/23/16 Meeting Date: 6/2/16

Name: Ben Scott Department: Administration

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item: Set up budget for professional services charged to special assessment.

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

2. Fiscal impact on current budget.

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

Budget Amendment Number: BA 16-52

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
403-1000-511.30-31 Assessment Fund / Professional Services	403-8400-584.90-98 Assessment Fund / Cash Balance Forward	\$1,500
102-7800-554.30-31 Spring Hollow / Professional Services	102-8400-584.90-98 MSBU / Cash Balance Forward	\$1,500
102-7800-554.30-31 Emerald Lakes / Professional Services	102-8400-584.90-98 MSBU / Cash Balance Forward	\$1,500
102-3410-534.30-31 Solid Waste Assessment / Professional Services	102-3410-534.30-34 Solid Waste Assessment / Contractual Services	\$5,750

For Use of County Manger Only:

Consent Item [] Discussion Item

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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 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: May 23, 2016 Meeting Date: June 2, 2016

Name: David Kraus/Shayne Morgan Department: HMGP Grant

Division Manager's Signature: 

1. Nature and purpose of agenda item: To Approve Contract with the Florida Division of Emergency Management for Phase II of the Hazard Mitigation Grant Program project for Erin Glen (4068-29-A) for \$567,679 with an additional local in-kind match of \$189,226.

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

2. Fiscal impact on current budget.

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

Budget Amendment Number: BA 16-53

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Florida Division of Emergency Mgt. (Revenue) 001-0000-331.20-02	Erin Glen (4068-29-A) 001-2114-525.60-63	\$567,679

For Use of County Manger Only:

[] Consent Item [] Discussion Item

Agreement Number: 16HM-6B-03-22-01-__ __

Project Number: 4068-29-A

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 March 31, 2017, 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 Education, 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 pm., 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 shall, 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 Community Program 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 Division contract manager for this Agreement is:

Mr. Chad Smith
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 487-3219
Fax: (850) 922-1259
Email: chad.smith@em.myflorida.com

(d) 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

(e) 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 **\$567,679.00**, 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: \$567,679.00

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
 - Localized Minor Drainage Improvement
 - Intermediate Stormwater Drainage System
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

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to improve drainage in Lake City in Columbia, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4068-29-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Recipient, Columbia County, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Recipient will construct a retention pond, on two neighboring properties located at 289 and 263 Erin Lane in Lake City, Columbia County, Florida, 32024.

The Phase II – Construction scope of work will include the acquisition of two residential properties at 289 & 263 SW Erin Lane in the Southwood Meadows Unit Two subdivision of unincorporated Columbia County (Sec. 1, T5S, R16E). The Recipient will acquire these parcels, demolish the structures and appurtenances, and clear the lots according to FEMA Hazard Mitigation Assistance guidelines and requirements. The two parcels will be converted to open space and the deed restricted as set forth in the program requirements concerning the acquisition of property for open space (44 C.F.R. 206.434(e)). Following acquisition of the two parcels, the Recipient will construct a 1.35 acre stormwater retention pond utilizing the two parcels in order to provide as much storage as possible for flood reduction. The pond will be a wet-pond design with 1:4 side-slopes from the top bank to the pond bottom. The pond bottom is set at EL. 72.0, which is approximately 4-feet below the estimated seasonal high water table elevation. A 15-foot wide maintenance berm with a 4-foot high chain link fence will be provided around the perimeter of the pond. The stormwater retention pond will be constructed using standard construction techniques. The project will consist of the installation of erosion control measures, demolition of the existing residential structures, land clearing, dewatering, excavation and grading of proposed pond, and hauling excavated material offsite.

The project shall provide protection against a 100-year storm event.

TASKS & DELIVERABLES:

A) Tasks

- 1) 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 shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Recipient and subsequently approved by the Division and FEMA.

The Recipient and contractor shall be responsible for maintaining 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.

The Recipient shall provide documentation demonstrating the results of the procurement process. This shall 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 shall 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 shall be provided to the Division by the Recipient.

The Recipient shall 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.

- 2) The Recipient shall monitor and manage the installation to improve the drainage and provide flood protection

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by a qualified engineer. The Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Recipient prior to Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

- a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and electronic version (via email or CD); and
- b) Letter of Completion:
 1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
 2. Certifying Compliance with all applicable codes;

- c) Letter verifying compliance with the National Historic Preservation Act, to include if archaeological materials or human remains were encountered during project activities, if so, how they were handled.
 - d) Letter verifying compliance with the State Hazardous Materials and Solid Waste Laws, to include if any hazardous materials were encountered during project activities, if so, how they were handled and disposed of. Copies of all required hazardous waste permits required by local, state and/or federal agencies must be submitted if any hazardous materials were encountered.
 - e) Proof of compliance with Project Requirements and Conditions contained herein.
- 3) During the course of this agreement the Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the completion of the work, 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 shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Recipient shall 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 shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

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 shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall 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, shall be conducted by the Division in coordination with the Recipient. Quarterly reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall 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 shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables

Mitigation Activities consist of the acquisition of two neighboring properties located at 289 and 263 Erin Lane in Lake City, Florida 32024, and the construction of a retention pond with a chain link fence placed around its perimeter.

The completed project shall provide protection against a 100-year storm event.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.
- 3) The Recipient shall provide a copy of the Notice of commencement, and any local official Inspection Report and/or Final approval, as applicable.
- 4) The Recipient shall submit a certified letter of completion from Engineer of Record. The recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

D) Environmental:

- 1) Recipient shall 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 shall 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, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
- 3) The Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in

that area and notify the Division and FEMA.

If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Recipient's contractor shall provide immediate notice of such discoveries to the Recipient. The Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division has completed consultation with SHPO, Tribes, and other consulting parties as necessary.

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 **Florida Statutes, Section 872.05**.

- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
- 5) Recipient shall handle, manage, and dispose of potentially hazardous waste, universal waste, and hazardous materials in accordance with the requirements of local, state, and federal regulations. These materials may include, but are not limited to asbestos, lead based paint, propane cylinders, paints and solvents, coolants containing chlorofluorocarbons (CFCs), used oil, other petroleum products, used oil filters, fuel filters, cleaning chemicals, pesticides, batteries, and unlabeled tanks and containers. Equipment that may include these materials are ice machines, refrigerators, generators, computers, televisions, mercury switches, fluorescent lights, fluorescent light ballasts, sandblast units, paint sprayers, etc. Verification of compliance with all federal, state and local abatement and disposal requirements is required at closeout.

Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30-days prior to the Period of Performance date, for review and approval by the Division; for submittal to FEMA for closeout.
- 5) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

- 6) The Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 7) If the Recipient is not the current title holder of the affected properties, the Recipients shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

This is FEMA Project Number **4068-29-R**, is funded under HMGP-4068-DR-FL.

Phase II was awarded by FEMA on **April 13, 2016**; and the Period of Performance (POP) for this project shall end on **March 31, 2017**.

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.

SCHEDULE OF WORK:

Phase II-

Construction Plan/Technical Specifications::	1 Months
Bidding:	1 Months
Acquisition and Construction :	7 Months
Weather Delays:	1 Months
Final Inspection/Closeout:	1 Months
Total Period of Performance:	11 Months

BUDGET:

Line Item Budget*

Phase II	Project Costs	Federal Share	Local Share
All cost associated with the Acquisition and Demolition of 289 and 263 SW Erin Glen Lane	\$270,188.00	\$202,641.00	\$67,547.00
Construction of Retention Pond:	\$423,074.00	\$317,306.00	\$105,768.00
Chain Link Fence and Sliding Gate	\$27,600.00	\$20,700.00	\$6,900.00
Project Management	\$36,043.00	\$27,032.00	\$9,011.00
Total Project Costs:	\$756,905.00	\$567,679.00	\$189,226.00

**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:	\$567,679.00	(75.0%)
Local Share:	\$189,226.00	(25.0%)
Total Project Cost:**	\$756,905.00	(100.0%)

***The project cost is inclusive of administrative cost.*

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 or termination 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 qualified 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/governmenta/grant/sfha_conditions.shtm

- (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 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 #: 16HM-6B-03-22-01-

FEMA TRACKING #: 4068-29-A 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 D
(Continued)**

DIVISION OF EMERGENCY MANAGEMENT

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION GRANT PROGRAM**

RECIPIENT: Columbia County DISASTER #: 4068

CONTRACT #: 16HM-6B-03-22-01- FEMA TRACKING #: 4068-29-A

Applicant's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	DOCUMENTATION List documentation (applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
TOTAL			

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: Columbia County _____

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

<input type="checkbox"/> 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
<u>For Example</u> ADMINISTRATIVE COSTS (Include Secondary Administration)	
<u>For Example</u> 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 #: 4068-29-A

PROJECT TYPE: Acquisition & Drainage CONTRACT#: 16HM-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: _____	<u>Columbia County</u>
Signature	Recipient's Name
_____	<u>16HM-6B-03-22-01-</u>
Name and Title	DEM Contract Number
_____	<u>4068-29-A</u>
Street Address	FEMA Project Number

City, State, Zip	

Date	

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 #: 4068-29-A

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$567,679.00

OBLIGATION/ACTION DATE: April 13, 2016

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, Columbia County will construct a retention pond, on two neighboring properties located at 289 and 263 Erin Lane in Lake City, Columbia County, Florida, 32024.

The Phase II – Construction scope of work will include the acquisition of two residential properties at 289 & 263 SW Erin Lane in the Southwood Meadows Unit Two subdivision of unincorporated Columbia County (Sec. 1, T5S, R16E). The Recipient will acquire these parcels, demolish the structures and appurtenances, and clear the lots according to FEMA Hazard Mitigation Assistance guidelines and requirements. The two parcels will be converted to open space and the deed restricted as set forth in the program requirements concerning the acquisition of property for open space (44 C.F.R. 206.434(e)). Following acquisition of the two parcels, the Recipient will construct a 1.35 acre stormwater retention pond utilizing the two parcels in order to provide as much storage as possible for flood reduction. The pond will be a wet-pond design with 1:4 side-slopes from the top bank to the pond bottom. The pond bottom is set at EL. 72.0, which is approximately 4-feet below the estimated seasonal high water table elevation. A 15-foot wide maintenance berm with a 4-foot high chain link fence will be provided around the perimeter of the pond. The stormwater retention pond will be constructed using standard construction techniques. The project will consist of the installation of erosion control measures, demolition of the existing residential structures, land clearing, dewatering, excavation and grading of proposed pond, and hauling excavated material offsite.

The project shall provide protection against a 100-year storm event.

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. 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: _____

(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: _____

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: May 24, 2016

Meeting Date: June 2, 2016

Name: Katrina Evans

Department: Library

Division Manager's Signature:  _____

1. Nature and purpose of agenda item: This budget amendment is to distribute \$650.00 donated by the Friends of the Library to the appropriate line in the Library's budget.

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: 16-54

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
001-0000-366-20.00	001-7100-571.30-49	\$650.00

For Use of County Manger Only:

[] Consent Item [] Discussion Item

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: 5/26/16 Meeting Date: 6/2/16

Name: Ben Scott Department: Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item: Budget paving Christie Street.

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

2. Fiscal impact on current budget.

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

Budget Amendment Number: BA 16-55

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
302-8400-584.90-98 Capital Projects/Cash Balance Forward	302-8100-581.91-33 Capital Projects/Transfer to Road Improvement	\$400,000
303-0000-381.91-99 Road Improvement/Transfer from Capital Projects	303-5407-541.60-63 Road Improvement/Christie Road	\$400,000

For Use of County Manger Only:

Consent Item [] Discussion Item

AGENDA ITEM REQUEST FORM

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

Today's Date: 5/27/16 Meeting Date: 6/6/16

Name: Ben Scott Department: Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item: Grant to Columbia County Girls Softball to sanction with Babe Ruth, Inc. \$1,000

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

2. Fiscal impact on current budget.

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

Budget Amendment Number: BA 16-56

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
302-0000-347.60-11 Tournament Fees	302-5711-575.80-62 Grant to Columbia County Girls Softball	\$1,000

For Use of County Manger Only:

[] Consent Item [] Discussion Item

Ben Scott

From: Kelly Lowrey
Sent: Wednesday, April 27, 2016 3:21 PM
To: Ben Scott
Subject: Deposit forfeitures for Girls Softball

Dear Ben,

We had two Tournaments cancelled so far in 2016 for Girls Softball. The NSA and the Top Recruit Showcase Tournaments cancelled and the \$500.00 deposits posted were forfeited to Columbia County.

I was asked by Ward Swisher the President of the Girls Softball Association of Columbia County, if their group could receive the monies to be used for sanctioning with Babe Ruth Inc. . The Girls organization can sanction their players with Babe Ruth and participate in the State Tournament which will be held in Lake City on June 30th-July 3rd. The Lake City teams will receive an automatic berth to play in this Tournament without having to qualify. Any help you can give this group would be much appreciated.

Sincerely,

Kelly

Kelly Lowrey
Sports Marketing Director

ph: 386.719.1453

c: 386.361.0323

email: klowrey@columbiacountyfla.com



6

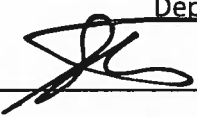
BOARD OF COUNTY COMMISSIONERS ● COLUMBIA COUNTY

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: 5/24/16 Meeting Date: 6/2/16

Name: Brandon Stubbs Department: Building & Zoning

Division Manager's Signature: 

1. Nature and purpose of agenda item: SFLP 16 20 "Windham" Special Family Lot Permit - For Son

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>
-------------	-----------	---------------

For Use of County Manger Only:

[] Consent Item [] Discussion Item



Columbia County Gateway to Florida

FOR PLANNING USE ONLY	
Application # SFLP	<u>16-20</u>
Application Fee	\$50.00
Receipt No.	<u>4615</u>
Filing Date	<u>5-19-16</u>
Completeness Date	_____

Special Family Lot Permit Application

A. PROJECT INFORMATION

- Title Holder's Name: John J and Joyce M Windham
- Address of Subject Property: 4719 SE County Club Rd Lake City, FL 32025
- Parcel ID Number(s): 22-45-17-08697-000
- Future Land Use Map Designation: Agricultural
- Zoning Designation: A-3
- Acreage of Parent Parcel: 12.420 acres
- Acreage of Property to be Deeded to Immediate Family Member: 1.01 Acres
- Existing Use of Property: Pine Tree Farm
- Proposed use of Property: Home site
- Name of Immediate Family Member for which Special Family Lot is to be Granted: John G. Windham

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

B. APPLICANT INFORMATION

- Applicant Status: Owner (title holder) Agent
- Name of Applicant(s): John J and Joyce M Windham Title: OWNERS
 Company name (if applicable): _____
 Mailing Address: 4719 SE County Club Rd Lake City, FL 32025
 City: LAKE CITY State: FL Zip: 32025
 Telephone: (888) 7524398 Fax: () Email: _____

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

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

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

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

C. ATTACHMENT/SUBMITTAL REQUIREMENTS

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

NOTICE TO APPLICANT

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

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

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

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

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

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

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

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

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

Joyce M. Windham John J. Windham
Applicant/Agent Name (Type or Print) Signature

Joyce M Windham / John J Windham 5/19/16
Applicant/Agent Signature Print Date

FAMILY RELATIONSHIP AFFIDAVIT

STATE OF FLORIDA
COUNTY OF COLUMBIA

BEFORE ME the undersigned Notary Public personally appeared, John J and Joyce A. Windham the Owner of the parent parcel which has been subdivided for and Jolita G. Windham, the Immediate Family Member of the Owner, which is intended for the Immediate Family Members primary residence use. The Immediate Family Member is related to the Owner as SON/CHILD. Both individuals being first duly sworn according to law, depose and say:

1. Affiant acknowledges Immediate Family Member is defined as parent, grandparent, step-parent, adopted parent, sibling, child, step-child, adopted child or grandchild.
2. Both the Owner and the Immediate Family Member have personal knowledge of all matters set forth in this Affidavit.
3. The Owner holds fee simple title to certain real property situated in Columbia County, and more particularly described by reference with the Columbia County Property Appraiser Parent Tract Tax Parcel No. 22-45-17-08697-000
4. The Immediate Family Member holds fee simple title to certain real property divided from the Owners' parent parcel situated in Columbia County and more particularly described by reference to the Columbia County Property Appraiser Tax Parcel No. 22-45-17-08697-000.
5. No person or entity other than the Owner and Immediate Family Member to whom permit is being issued, including persons residing with the family member claims or is presently entitled to the right of possession or is in possession of the property, and there are no tenancies, leases or other occupancies that affect the property.
6. This Affidavit is made for the specific purpose of inducing Columbia County to recognize a family division for an Immediate Family Member being in compliance with the density requirements of the Columbia County's Comprehensive Plan and Land Development Regulations (LDR's).
7. This Affidavit and Agreement is made and given by Affiants with full knowledge that the facts contained herein are accurate and complete, and with full knowledge that the penalties under Florida law for perjury include conviction of a felony of the third degree.

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

Joyce M. Windham
Owner

[Signature]
Immediate Family Member

JOHN J. and Joyce M. Windham
Typed or Printed Name

JOHN G. Windham
Typed or Printed Name

[Signature]

Subscribed and sworn to (or affirmed) before me this 19 day of May, 2016,

John J. Windham (Owner) who is personally known to me or has produced

John J. Windham WS35-470-31-136-0 as identification. Joyce Windham WS35-427-32-649-0

[Signature]
Notary Public

see above

Subscribed and sworn to (or affirmed) before me this 19 day of _____, 20____,
by _____ (Family Member) who is personally known to me or has
produced _____ as identification.

[Signature]
Notary Public



APPROVED:
COLUMBIA COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

This Warranty Deed Made the 2nd day of December A. D. 19 67 by
O. P. ROBERTS and ELOISE ROBERTS, his wife,

hereinafter called the grantor, to JOHN J. WINDHAM and JOYCE M. WINDHAM,
his wife,

whose postoffice address is Box 880, Starke, Florida,
hereinafter called the grantees:

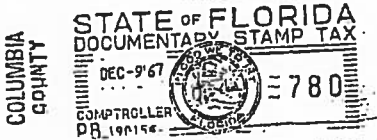
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, re-
mises, releases, conveys and confirms unto the grantees, all that certain land situate in
County, Florida, viz:

T. 4 S. - R. 17 E.

Section 22: South 658 feet of SE 1/4 of NW 1/4, EXCEPT
West 595.5 feet thereof, in Columbia County,
Florida, comprising 11 acres more or less.

BOOK 230 PAGE 09
OFFICIAL RECORDS



Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-
wise appertaining.

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

And the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land
in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the
grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of
all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent
to December 31, 19 67.

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

Signed, sealed and delivered in our presence:

Witness
Witness

O. P. ROBERTS
ELOISE ROBERTS

STATE OF Florida
COUNTY OF Columbia

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to take
acknowledgments, personally appeared

O. P. ROBERTS and ELOISE ROBERTS,
his wife,

to me known to be the person s described in and who executed the
foregoing instrument and they acknowledged before me that they
executed the same.

WITNESS my hand and official seal in the County and
State last aforesaid this 2nd day of
December, A. D. 19 67.

Notary Public, State of Florida
My Commission Expires:

Dec. 20, 1968

SPACE BELOW FOR RECORDERS USE

Clerk's No. 67-5008
State of Florida, County of Columbia
Filed for record on this 8th day of
December, 19 67 and recorded in
Official Record Book No. 230 page 09
Witness my hand & official seal the date last aforesaid.
G. W. ROBERTS, Clerk Circuit Court
By [Signature] D.C.

This Instrument Was Prepared By:
JOPPING, DAREY, PEELE & PAGE, Attorneys
327 North Hernando Street
Lake City, Florida 32055

325
780
230F

12.35

Columbia County Tax Collector

generated on 5/19/2016 3:20:43 PM EDT

Tax Record

Last Update: 5/19/2016 3:20:43 PM EDT

Register for eBill

Ad Valorem Taxes and Non-Ad Valorem Assessments

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

Account Number	Tax Type	Tax Year
R08697-000	REAL ESTATE	2015
Mailing Address	Property Address	
WINDHAM JOHN J & JOYCE M 4219 SE COUNTRY CLUB RD LAKE CITY FL 32025	4219 COUNTRY CLUB SE	
	GEO Number	
	224S17-08697-000	

Exempt Amount

See Below

Taxable Value

See Below

Exemption Detail	Millage Code	Escrow Code
HX 25000	003	

Legal Description (click for full description)

22-4S-17 5000/5000 12.42 Acres THE S 658 FT, OF SE1/4 OF NW1/4, EX COMM SW COR, RUN E 33.79 FT, N 89.55 FT FOR POB, CONT N 87.36 FT, E 129 FT, S 87.36 FT, W 129 FT TO POB & EX COMM SW COR OF SE1/4 OF NW1/4, RUN N 658 FT, E 307.21 FT FOR POB, RUN N 15.81 FT, E 248.58 See Tax Roll For Extra Legal

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
BOARD OF COUNTY COMMISSIONERS	8.0150	65,855	25,000	\$40,855	\$327.45
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	0.7480	65,855	25,000	\$40,855	\$30.56
LOCAL	4.8510	65,855	25,000	\$40,855	\$198.19
CAPITAL OUTLAY	1.5000	65,855	25,000	\$40,855	\$61.28
SUWANNEE RIVER WATER MGT DIST	0.4104	65,855	25,000	\$40,855	\$16.77
LAKE SHORE HOSPITAL AUTHORITY	0.9620	65,855	25,000	\$40,855	\$39.30

Total Millage 16.4864 **Total Taxes** \$673.55

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
FFIR	FIRE ASSESSMENTS	\$420.38
GGAR	SOLID WASTE - ANNUAL	\$386.00

5/19/2016

Columbia County Tax Collector

Total Assessments	\$806.38
Taxes & Assessments	\$1,479.93
If Paid By	Amount Due
	\$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/30/2015	PAYMENT	3100903.0008	2015	\$1,420.73

Prior Years Payment History

Prior Year Taxes Due

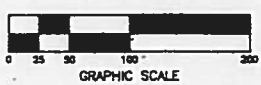
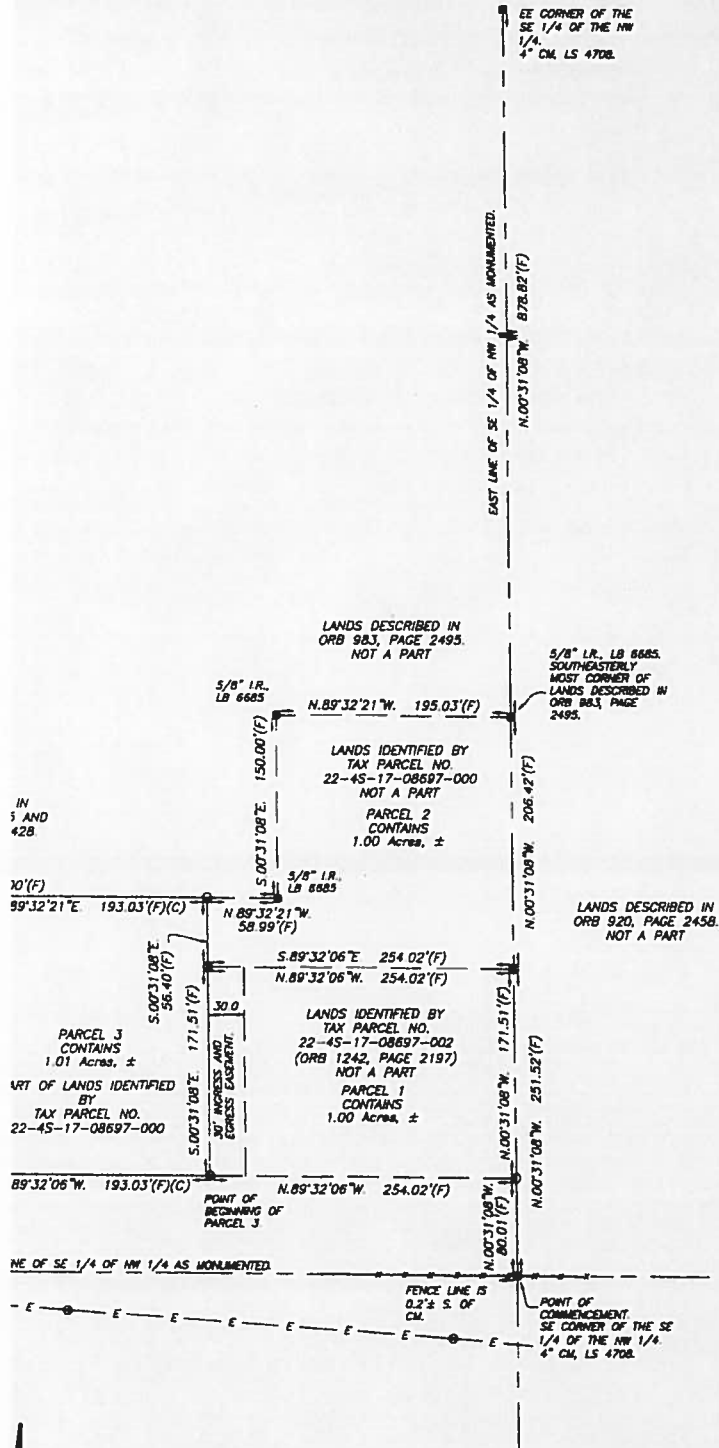
NO DELINQUENT TAXES

DESCRIPTION: PARCEL 3

PART OF THE SE ¼ OF THE NW ¼ OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT, LS 4708, MARKING THE SE CORNER OF THE SE ¼ OF THE NW ¼ OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, AND THENCE N.00 DEGREES 31'08"W., ALONG THE MONUMENTED EAST LINE OF SAID SE ¼ OF THE NW ¼, A DISTANCE OF 80.01 FEET TO A 5/8" IRON ROD, LS 4708, ON THE NORTH LINE OF AN 80 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS AND UTILITIES AND MARKING THE SE CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK (ORB), 1242, PAGE 2197, OF THE OFFICIAL RECORDS OF COLUMBIA COUNTY, FLORIDA; THENCE N.89 DEGREES 32'06"W., ALONG THE NORTH LINE OF SAID 80 FOOT WIDE EASEMENT, 254.02 FEET TO A 5/8" IRON ROD, LS 4708, MARKING THE SW CORNER OF SAID LANDS DESCRIBED IN ORB 1242, PAGE 2197, AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LANDS; THENCE CONTINUE N.89 DEGREES 32'06"W., STILL ALONG SAID NORTH LINE OF THE EASEMENT, 193.03 FEET; THENCE N.00 DEGREES 31'08"W., PARALLEL TO THE WEST LINE OF SAID LANDS DESCRIBED IN ORB 1242, PAGE 2197, A DISTANCE OF 227.89 FEET TO A POINT ON A SOUTHERLY LINE OF LANDS DESCRIBED IN ORB 1077, PAGE 2428, OF SAID OFFICIAL RECORDS; THENCE S.89 DEGREES 32'21"E., ALONG SAID SOUTH LINE OF LANDS DESCRIBED IN ORB 1077, PAGE 2428, A DISTANCE OF 193.03 FEET TO A 5/8" IRON ROD, LS 4708, ON THE NORTHERLY EXTENSION OF THE AFOREMENTIONED WEST LINE OF LANDS DESCRIBED IN ORB 1242, PAGE 2197; THENCE S.00 DEGREES 31'08"E., ALONG SAID NORTHERLY EXTENSION, 56.40 FEET TO A 5/8" IRON ROD, LS 4708, MARKING THE NW CORNER OF SAID LANDS DESCRIBED IN ORB 1242, PAGE 2197; THENCE S.00 DEGREES 31'08"E., 171.51 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 1.01 ACRES, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES OVER AND ACROSS THE SOUTH 80 FEET OF THE SE ¼ OF THE NW ¼ OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, AS LIES EAST OF THE EAST RIGHT-OF-WAY LINE OF SE COUNTRY CLUB ROAD (A.K.A. COUNTY ROAD NO. 133).

DESCRIPTION SKETCH
IN SECTION 22,
TOWNSHIP 4 SOUTH,
RANGE 17 EAST.
COLUMBIA COUNTY, FL.



- SYMBOL LEGEND**
- O.R.I. OFFICIAL RECORD INSTRUMENT
 - CONCRETE MONUMENT FOUND
 - CONCRETE MONUMENT SET, LS 4708
 - IRON PIN OR PIPE FOUND
 - 5/8" IRON ROD SET, LS 4708
 - x- WIRE FENCE
 - E- ELECTRIC UTILITY LINE (OVERHEAD)
 - UG- UNDERGROUND ELECTRIC SERVICE
 - C- CABLE TV LINE (OVERHEAD)
 - o- CHAIN LINK FENCE
 - o- WOODEN FENCE
 - CM CORRUGATED METAL PIPE
 - PCP REINFORCED CONCRETE PIPE
 - LS LAND SURVEYOR
 - LB LICENSED BUSINESS
 - ORB OFFICIAL RECORD BOOK
 - PRM PERMANENT REFERENCE MONUMENT
 - PCP PERMANENT CONTROL POINT
 - UTILITY POLE
 - R/W RIGHT-OF-WAY
 - NO ID. NO IDENTIFICATION
 - FLA. D.O.T. FLA. DEPT. OF TRANSPORTATION
 - CL CENTERLINE
 - CM CONCRETE MONUMENT

EXTRA ABBREVIATION:
(F) FIELD, AS IN "FIELD MEASUREMENT".
(D) DEED, AS IN "DEED DIMENSION".
(P) PLAT, AS IN "PLAT DIMENSION".
(R) RECORD, AS IN "RECORD"

MARK D. DUREN AND ASSOCIATES, INC.
LB 7820
1604 SW SISTERS WELCOME ROAD
LAKE CITY, FLA. 32025
(386) 758-9831 OFFICE
(386) 758-8010 FAX

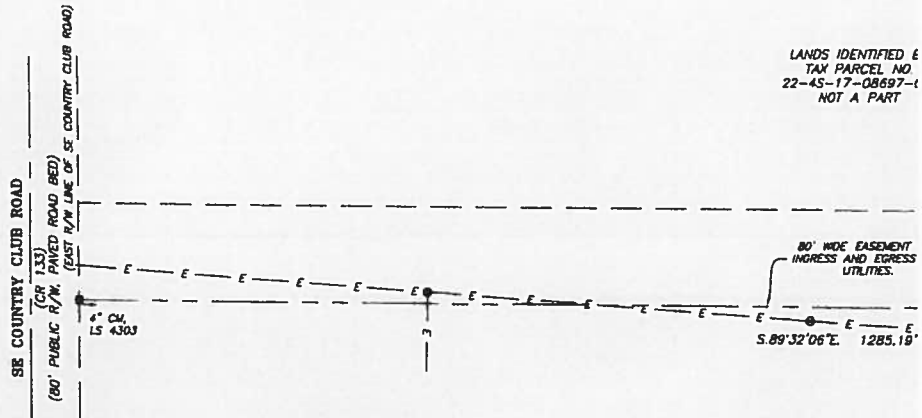
FIELD SURVEY DATE: MAY 18, 2011
DATE DRAWN: MAY 18, 2011
FOR: BIDDING

FIELD BOOK: N/A PAGE: _____
DRAWN BY: M. DUREN
WJL 16-133

DESCRIPTION: PARCEL 3

PART OF THE SE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT, LS 4708, MARKING THE SE CORNER OF THE SE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, AND THENCE N.00 DEGREES 31'08"W., ALONG THE MONUMENTED EAST LINE OF SAID SE 1/4 OF THE NW 1/4, A DISTANCE OF 80.01 FEET TO A 5/8" IRON ROD, LS 4708, ON THE NORTH LINE OF AN 80 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS AND UTILITIES AND MARKING THE SE CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK (ORB), 1242, PAGE 2197, OF THE OFFICIAL RECORDS OF COLUMBIA COUNTY, FLORIDA; THENCE N.89 DEGREES 32'06"W., ALONG THE NORTH LINE OF SAID 80 FOOT WIDE EASEMENT, 254.02 FEET TO A 5/8" IRON ROD, LS 4708, MARKING THE SW CORNER OF SAID LANDS DESCRIBED IN ORB 1242, PAGE 2197, AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LANDS; THENCE CONTINUE N.89 DEGREES 32'06"W., STILL ALONG SAID NORTH LINE OF THE EASEMENT, 193.03 FEET; THENCE N.00 DEGREES 31'08"W., PARALLEL TO THE WEST LINE OF SAID LANDS DESCRIBED IN ORB 1242, PAGE 2197, A DISTANCE OF 227.89 FEET TO A POINT ON A SOUTHERLY LINE OF LANDS DESCRIBED IN ORB 1077, PAGE 2428, OF SAID OFFICIAL RECORDS; THENCE S.89 DEGREES 32'21"E., ALONG SAID SOUTH LINE OF LANDS DESCRIBED IN ORB 1077, PAGE 2428, A DISTANCE OF 193.03 FEET TO A 5/8" IRON ROD, LS 4708, ON THE NORTHERLY EXTENSION OF THE AFOREMENTIONED WEST LINE OF LANDS DESCRIBED IN ORB 1242, PAGE 2197; THENCE S.00 DEGREES 31'08"E., ALONG SAID NORTHERLY EXTENSION, 56.40 FEET TO A 5/8" IRON ROD, LS 4708, MARKING THE NW CORNER OF SAID LANDS DESCRIBED IN ORB 1242, PAGE 2197; THENCE S.00 DEGREES 31'08"E., 171.51 FEET TO THE POINT OF BEGINNING DESCRIBED PARCEL CONTAINS 1.01 ACRES, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES OVER AND ACROSS THE SOUTH 80 FEET OF THE SE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, AS LIES EAST OF THE EAST RIGHT-OF-WAY LINE OF SE COUNTRY CLUB ROAD (A.K.A. COUNTY ROAD NO. 133).



LANDS IDENTIFIED E
TAX PARCEL NO.
22-45-17-08697-1
NOT A PART

- SURVEYOR'S NOTES:
- BOUNDARY BASED ON MONUMENTATION FOUND IN ACCORDANCE WITH THE RETRACEMENT OF PRIOR SURVEYS IN THIS SECTION AND CLIENTS INSTRUCTIONS.
 - BEARINGS BASED ON AN ASSUMED BEARING OF N.00°31'08"W. USING MONUMENTS FOUND ON THE EAST LINE OF THE SE 1/4 OF THE NW 1/4 OF SECTION 22.
 - THIS PARCEL IS IN ZONE "X" AND IS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN AS PER FLOOD INSURANCE RATE MAP, DATED FEBRUARY 4, 2011, COMMUNITY PANEL NO. 12023C0313C.
 - NO EASEMENT FOR UTILITY AND/OR DRAINAGE IS SHOWN ON THIS LOT IN RECORDS IN THE POSSESSION OF THIS OFFICE.
 - THE IMPROVEMENTS, IF ANY, INDICATED ON THIS SURVEY DRAWING ARE AS LOCATED ON DATE OF FIELD SURVEY AS SHOWN HEREON.
 - IF THEY EXIST, NO UNDERGROUND ENCROACHMENTS AND/OR UTILITIES WERE LOCATED FOR THIS SURVEY EXCEPT AS SHOWN HEREON.
 - "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
 - CLOSURE OF FIELD SURVEY IS BETTER THAN 1/7500.
 - THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE POLICY. THEREFORE EXCEPTION IS MADE HEREON REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, AND/OR TITLE CONFLICTS OF RECORD, IF ANY, NOT PROVIDED BY THE CLIENT OR HIS AGENTS.
 - CERTIFIED TO:
PARCEL 3:
JOHN WINDHAM

5/20/11

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: May 12, 2016 Meeting Date: June 2, 2016

Name: Kevin Kirby Department: Operations

Division Manager's Signature:  _____

1. Nature and purpose of agenda item: Position Reclassification

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

2. Fiscal impact on current budget.

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

Budget Amendment Number: _____

FROM **TO** **AMOUNT**

For Use of County Manger Only:

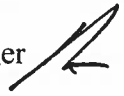
Consent Item Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Everett Phillips
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Ben Scott, County Manager
FROM: Kevin Kirby, Assistant County Manager 
DATE: May 12, 2016
SUBJECT: Reclassification

We currently have an Equipment Operator III position assigned to the Shoulder Crew (Dept. 429). The individual that currently holds this position is retiring the end of May, 2016.

I am requesting that the position be reclassified from Equipment Operator III to Motor Grader. The EO III position has evolved into a motor grader position based upon the work the Shoulder Crew is assigned on a regular basis which is maintaining the shoulders on all county owned roadways.

The pay grades for both positions are the same so there would be no budget impact. By reclassifying the position a Class B CDL license would no longer be a requirement which would allow for easier substitutions to be made from the Motor Grader Crew (Dept. 422).

In addition, not requiring a Class B CDL broadens the prospective employee pool as many construction companies do not require equipment operators to have a CDL license.

Your consideration is appreciated.

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

AGENDA ITEM REQUEST FORM

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Today's Date: May 19, 2016

Meeting Date: June 9, 2016

Name: Kevin Kirby

Department: Operations

Division Manager's Signature: 

1. Nature and purpose of agenda item: Entering Private Property.

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>
-------------	-----------	---------------

For Use of County Manger Only:


- Consent Item
- Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Everett Phillips
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Ben Scott, County Manager
FROM: Kevin Kirby, Assistant County Manager 
DATE: May 18, 2016
SUBJECT: 173 Otter Ct.---Rosanna Lee

I am requesting permission to enter private property for the purpose of driveway repair. In 2012 water run-off from the county road was determined to be causing erosion on the above referenced property. The appropriate action was taken to prevent further run-off.

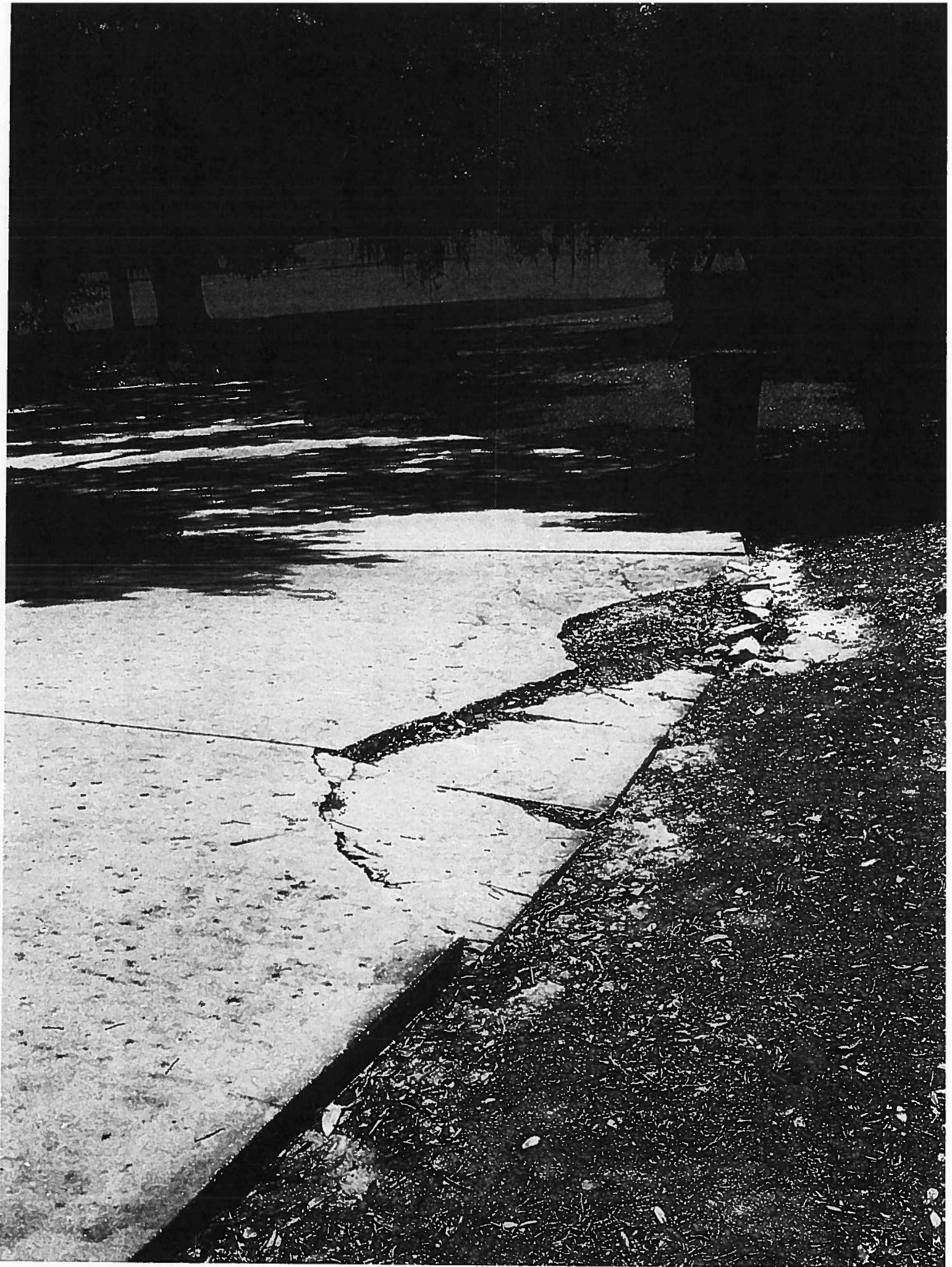
We have continued to monitor the situation and have deemed the problem resolved. Therefore, we now need to repair the driveway.

A Hold Harmless Agreement will be obtained from the property owner.

Your consideration is appreciated.

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





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: 5/17/16

Meeting Date: 6/2/16

Name: Ray Hill

Department: Purchasing

Division Manager's Signature: *Pen S CD*

1. Nature and purpose of agenda item: Award Bid No. 2016-J, Transportation of Leachate to Low Bidder Quest Liner

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. 40134005344444

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

Consent Item [] Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Everett Phillips
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: 5/17/16

To: Board of Commissioners

From: Ray Hill, Purchasing Director

RE: Bid No. 2016-J Transportation of Leachate

I am requesting award of Bid No. 2016-J, Transportation of Leachate to low bidder Quest Liner. I have attached the Bid Tabulation for your review.

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

P. O. BOX 1529 ▼

LAKE CITY, FLORIDA 32056-1529 ▼

PHONE (386) 755-4100

Columbia County Bid Tabulation

Bid No.2016-J Date of Opening: 5/17/2016

Bid Title: Transportation of Leachate

Bidders	Quest Liner	Hull's Environmental Services	Unit Price	Unit Price	Unit Price
Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Two Trips from Winfield to Lake City WWTRP	.0516 per gal.	.0750 per gal.			
Two Trips from Winfield to Baldwin WWTTP	.0516 per gal.	.0725 per gal.			

Recommend award bid to low bidder (Quest Liner).

Ray Hill
Purchasing Director

**BID FORM
BID NO. 2016-J
TRANSPORTATION OF LEACHATE
COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, LAKE CITY, FL**

Bids must be received in the Office of the Board of County Commissioners, Columbia County, 135 NE Hernando Avenue, Room 203, Lake City, FL 32055 no later than 11:00 A.M., on May 17th, 2016.

Columbia County reserves the right to reject any and/or all bids and to accept the bid in the county's best interest, bid F.O.B., Columbia County, Florida.

TRANSPORTATION OF LEACHATE:

- 1) Two (2) trips a day from the Winfield Solid Waste Facility to the Baldwin WWTP and One (1) additional trip a day from the Winfield Solid Waste Facility to the City of Lake City WWTP.

\$.0750 price per

gallon And

- 2) Two (2) trips a day from the Winfield Solid Waste Facility to the Baldwin WWTP.

\$.0725 price per

gallon Any exceptions to the specifications must be attached on a separate sheet.

I certify that this bid meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the specifications, terms and conditions of this bid and I am thoroughly familiar with its provisions. The undersigned bidder further declares that he/she has not divulged, discussed or compared his/her bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose.

COMPANY: Hull's Environmental DATE: May 16th 2016

ADDRESS: 10145 103rd St. Jacksonville, FL. 32210

PHONE NO: 904-379-3465

SIGNATURE: Raymond Baxter

PRINT NAME/ TITLE: Raymond Baxter / Accounts Manager

**BID FORM
BID NO. 2016-J
TRANSPORTATION OF LEACHATE
COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, LAKE CITY, FL**

Bids must be received in the Office of the Board of County Commissioners, Columbia County, 135 NE Hernando Avenue, Room 203, Lake City, FL 32055 no later than ____ A.M., on _____, 2016.

Columbia County reserves the right to reject any and/or all bids and to accept the bid in the county's best interest, bid F.O.B., Columbia County, Florida.

TRANSPORTATION OF LEACHATE:

- 1) Two (2) trips a day from the Winfield Solid Waste Facility to the Baldwin WWTP and One (1) additional trip a day from the Winfield Solid Waste Facility to the City of Lake City WWTP.

\$.0516 price per gallon

And

- 2) Two (2) trips a day from the Winfield Solid Waste Facility to the Baldwin WWTP.

\$.0516 price per gallon

Any exceptions to the specifications must be attached on a separate sheet.

I certify that this bid meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the specifications, terms and conditions of this bid and I am thoroughly familiar with its provisions. The undersigned bidder further declares that he/she has not divulged, discussed or compared his/her bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose.

COMPANY: QUEST LINER INC. DATE: 5/16/16

ADDRESS: 2099 SOUTHPARK CT.

PHONE NO: 563-451-1277

SIGNATURE: 

PRINT NAME/TITLE: CARLTON E. RECHER EVP/COO

CONTRACT

TRANSPORTATION OF LEACHATE

BID NO. 2016-J

THIS CONTRACT, made this ____ day of _____, 2016 by and between the BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, hereinafter called "County" and QUEST LINER, INC, hereinafter called "Contractor".

WITNESSETH:

That for and in consideration of the cost and agreements hereinafter mentioned:

Contractor agrees to dispatch a D.O.T. approved tanker to transport leachate from the Winfield Solid Waste Facility in Columbia County, Florida. The leachate will be transported to the Baldwin Waste Water Treatment Plant located at 800 South Main Street, in Baldwin, Florida, 32234 and/or City of Lake City Waste Water Treatment Plant located at 527 SW Margaret Street, Lake City, Florida, 32055 for proper treatment and disposal of leachate in accordance with bid documents attached hereto and made a part hereof.

The term of this contract shall be for one (1) year from the date executed, with provisions for renewal of the contract for subsequent years, upon mutual consent of the parties. Either party may, for reasonable cause, terminate this contract by giving thirty (30) days written notice. Prior to final execution of said contract the Florida Department of Environmental Protection must approve.

Method of transportation of leachate shall be in accordance with the bid documents. Cost is as follows:

Transportation of Leachate:

1. **Two (2) trips a day from the Winfield Solid Waste Facility to the Baldwin WWTP and One (1) additional trip a day from the Winfield Solid Waste Facility to the City of Lake City WWTP.**

\$0.0516 cents per gallon.

And

2. **Two (2) trips a day from the Winfield Solid Waste Facility to the Baldwin WWTP.**

\$0.0516 cents per gallon.

Prior to commencement of this project, Contractor shall provide to County copies of all applicable permits and insurance documents. Contractor shall provide a non-hazardous waste manifest for each load before removal of leachate from the Winfield Solid Waste Facility.

CONTRACT: Transportation of Leachate – Bid No. 2016-J

May 17, 2016

PAGE (2) TWO

Contractor shall confer with generator as to disposal options prior to disposal of waste streams not conforming to sample and profile sheets supplied by the Winfield Solid Waste Facility.

County shall make payments of approved invoices, timely submitted, on a Bi-weekly basis to Contractor.

IN WITNESS WHEREOF, County and Contractor have caused these presents to be executed by their duly authorized officers the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Print or type name

Witness

Print or type name

BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA

BY: _____

Sylvester Nash, Chairperson

BCC approved : _____

ATTEST:

P. DeWitt Cason, Clerk of Courts

(Notary Seal)

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by SYLVESTER NASH, as Chairman of the BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, on behalf of the Board, who is personally known to me or who has produced a Florida Driver's License as identification.

Notary Public, State of Florida

My Commission Expires: _____

(Notary Seal)

Signed, sealed and delivered in the presence of:

Witness

Print or type name

Witness

Print or type name

BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA

BY: _____

Sylvester Nash, Chairperson

BCC approved : _____

ATTEST:

P. DeWitt Cason, Clerk of Courts

(Notary Seal)

CONTRACT: Transportation of Leachate – Bid No. 2016-J

May 17, 2016

PAGE (3) THREE

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016,
by _____, as the _____
of **QUEST LINER, INC.**, a foreign corporation authorized to do business in the State of Florida, who is
personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
My Commission Expires: _____

(Notary Seal)

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: 5/17/16 Meeting Date: 6/2/16

Name: Ray Hill Department: Purchasing

Division Manager's Signature: *Pen Scott*

1. Nature and purpose of agenda item: Award Bid No. 2016-I, Courthouse Chiller Bypass in the amount of \$23,770.00 to low bidder, Bill Williams A/C & Heating, Inc.

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

2. Fiscal impact on current budget.

- Is this a budgeted item? N/A
- Yes Account No. 302108305193046
- No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
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For Use of County Manger Only:

Consent Item [] Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Everett Phillips
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: 5/16/2016

To: Board of Commissioners

From: Ray Hill, Purchasing Director

RE: Bid No. 2016-I Courthouse Chiller Bypass

I have reviewed the bids for the above reference project along with Richard Coburn, Mechanical Engineer and Assistant County Manager Kevin Kirby. We recommend award to the base bid low bidder Bill Williams A/C & Heating.

I have attached the bid tabulation for your review.

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

Bid No. 2016-1

Columbia County Board of County Commissioners

Courthouse Chiller Bypass

Bid Opening 5/10/2016

Company Name	Amount
Bill Williams A/C & Heating	\$23,770.00
Air Mechanical & Service Corp.	\$48,910.00

**BID FORM
2016-I
COURTHOUSE CHILLER BYPASS
COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, LAKE CITY, FL**

Bids must be received in the Office of the Board of County Commissioners, Columbia County, 135 NE Hernando Avenue, Room 203, Lake City, FL, 32055 no later than 11:00 A.M., on May 10, 2016.

Columbia County reserves the right to reject any and/or all bids and to accept the bid in the county's best interest, bid F.O.B., Columbia County, Florida.

Lump Sum TWENTY THREE THOUSAND, \$ 23,770.00
 SEVEN HUNDRED SEVENTY

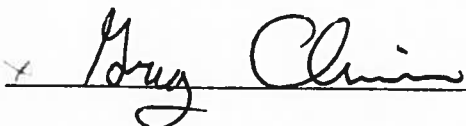
Any exceptions to the plans and/or specifications must be attached on a separate sheet.

I certify that this bid meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the specifications, term and conditions of this bid and I am thoroughly familiar with its provisions. The undersigned bidder further declares that he/she has not divulged, discussed or compared his bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose.

COMPANY: BILL WILLIAMS A/C & HEATING INC DATE: MAY 10, 2016

ADDRESS: 3562 LENOX AVENUE, JACKSONVILLE FL 32254

PHONE NO: (904) 387-0491

SIGNATURE: 

PRINT NAME/TITLE: GREG CHISM, PROJECT MANAGER

**BID FORM
2016-I
COURTHOUSE CHILLER BYPASS
COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, LAKE CITY, FL**

Bids must be received in the Office of the Board of County Commissioners, Columbia County, 135 NE Hernando Avenue, Room 203, Lake City, FL, 32055 no later than 11:00 A.M., on May 10, 2016.

Columbia County reserves the right to reject any and/or all bids and to accept the bid in the county's best interest, bid F.O.B., Columbia County, Florida.

Lump Sum \$ 48,910.00
FOURTY EIGHTY THOUSAND NINE HUNDRED TEN DOLLARS NO CENTS
Any exceptions to the plans and/or specifications must be attached on a separate sheet.

I certify that this bid meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the specifications, term and conditions of this bid and I am thoroughly familiar with its provisions. The undersigned bidder further declares that he/she has not divulged, discussed or compared his bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose.

COMPANY: Air Mechanical & Service Corp DATE: May 10, 2016

ADDRESS: 3119 Louise Street

PHONE NO: 850-329-7366

SIGNATURE: 

PRINT NAME/TITLE: Jason Johnson / Branch Manager / V.P

AGENDA ITEM REQUEST FORM


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Today's Date: May 19, 2016

Meeting Date: June 2, 2016

Name: Kevin Kirby

Department: Operations

Division Manager's Signature: 

1. Nature and purpose of agenda item: Approval of FDOT District Two Safety Intersection Implementation Plan and Reimbursement Agreement #433519-2-52-01, Resolution No. 2016R-10

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>
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For Use of County Manger Only:

- Consent Item
- Discussion Item

**COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2016R-10**

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
APPROVING STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION, REIMBURSEMENT AGREEMENT
WITH COLUMBIA COUNTY, FLORIDA TO FACILITATE
THE TRANSPORTATION PROJECT KNOWN AS DISTRICT
TWO SAFETY INTERSECTION IMPLEMENTATION PLAN.**

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

WHEREAS, Columbia County believes it is in the best interest to facilitate the transportation project known as District Two Safety Intersection Implementation Plan in Columbia County, Florida, and to enter into a Reimbursement Agreement for Financial Project ID No. 433519-2-52-01.

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

Section 1. Columbia County, Florida by and through its Board of County Commissioners, approves the State of Florida, Department of Transportation, Reimbursement Agreement as to Financial Project ID No. 433519-2-52-01, a copy of which is attached hereto and made a part hereof.

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

UNANIMOUSLY PASSED AND ADOPTED by the Board of County

Commissioners of Columbia County, Florida, at its regular session on June 9, 2016.

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

By: _____
Bucky Nash, Chair



ATTEST: _____
P. DeWitt Cason, Clerk of Court

(SEAL)



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32025-5874

JIM BOXOLD
SECRETARY

May 17, 2016

Mr. Chad Williams
County Engineer
Post Office Drawer 1529
Lake City, FL 32056

Subject: CONSTRUCTION & MAINTENANCE AGREEMENT
District Two Safety Intersection Implementation Plan
Financial Project ID: 433519-2-52-01
Federal Project No.: 8886-506-A

Dear Mr. Williams:

Enclosed are two (2) copies of the Construction & Maintenance Agreement for the subject project. Your assistance is requested to secure execution by Columbia County.

In addition to executing the attached Agreement, a resolution must be adopted and a certified copy attached to each copy of the Agreement.

Your assistance in securing execution as soon as possible is appreciated. Should you have questions or need additional information, please contact Jeff Scott at 1-800-749-2967, Extension 5644.

Sincerely,

Wm. David Cerlanek, P.E.
District Two Program Administration Engineer

WDC:dj
Enclosures

CC: Mr. Aaron Trippensee, P.E., Lake City Maintenance Engineer
Mr. Jeff Scott, P.E., Project Manager
Ms. Becky Williams, Program Management

**COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2016R-10**

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
APPROVING STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION, REIMBURSEMENT AGREEMENT
WITH COLUMBIA COUNTY, FLORIDA TO FACILITATE
THE TRANSPORTATION PROJECT KNOWN AS DISTRICT
TWO SAFETY INTERSECTION IMPLEMENTATION PLAN.**

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

WHEREAS, Columbia County believes it is in the best interest to facilitate the transportation project known as District Two Safety Intersection Implementation Plan in Columbia County, Florida, and to enter into a Reimbursement Agreement for Financial Project ID No. 433519-2-52-01.

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

Section 1. Columbia County, Florida by and through its Board of County Commissioners, approves the State of Florida, Department of Transportation, Reimbursement Agreement as to Financial Project ID No. 433519-2-52-01, a copy of which is attached hereto and made a part hereof.

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

UNANIMOUSLY PASSED AND ADOPTED by the Board of County

Commissioners of Columbia County, Florida, at its regular session on June 9, 2016.

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

By: _____
Bucky Nash, Chair

ATTEST: _____
P. DeWitt Cason, Clerk of Court

(SEAL)

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Columbia County ("Agency").

-RECITALS-

1. The term "Property" shall refer to certain real property located in Columbia County, Florida, owned by the Agency and more particularly described as various local roads, as identified in attached **Exhibit "A"**; and

2. The Department is constructing a transportation safety project via Financial Project Number 433519-2-52-01 ("Project") in order to install numerous and varied Safety Features ("Safety Features"), a portion of which shall be installed on or within the Property; and

3. The Safety Features shall include, without limitation, all signage and pavement markings installed on or within the Property via the Project;

4. For purposes of this Agreement, the term "Improvement" means and shall collectively refer to the installation of the Safety Features including, without limitation, certain signage and pavement markings on or within the Property in the following locations: (1) NE Tammy Lane beginning approximately 1150 feet east of US 441 and extending to the US 441 right of way; (2) SW Koonville Avenue beginning approximately 405 feet south of US 90 and extending to the US 90 right of way; (3) Quinten Street beginning approximately 350 feet west of US 441 and extending to the US 441 right of way; (4) Troy Street beginning approximately 415 feet west of State Road 247 ("SR 247") and extending to the SR 247 right of way; (5) Baymeadows Street beginning approximately 450 feet west of SR 47 and extending to the SR 47 right of way; (6) County Road 240 ("CR 240")/ Market Road beginning approximately 925 feet east and 880 feet west of SR 247 and extending to the SR 247 right of way, as more particularly shown in attached **Exhibit "B" (Composites B-1 through B-6)**; and

5. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and

6. The Department shall construct the Improvement on the Property; and

7. A date for the commencement of construction of the Improvement has not been established; and

8. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments including, without limitation, any utilities located on or within the Property; and

9. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and

10. By Resolution 2016R-10 dated _____, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "C"**.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

4. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

5. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

6. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

7. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

8. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

9. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are

accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

10. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain, and repair the Improvements and Safety Features at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

11. WARRANTIES

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

12. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

13. PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

14. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's

duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

15. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2015).

16. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention Aaron Trippensee, P.E.
Lake City Maintenance Engineer
710 N.W. Lake Jeffery Road
Lake City, Florida 32055

Agency: Columbia County
Attention: County Manager
Post Office Drawer 1529
Lake City, Florida 32055

17. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

18. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

19. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

20. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

21. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

22. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

24. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

25. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

26. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

27. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

28. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

29. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

30. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

31. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

32. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

33. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

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

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of fifteen (15) pages.

Florida Department of Transportation

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

Columbia County

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

By: _____

Printed Name: _____

Title: _____

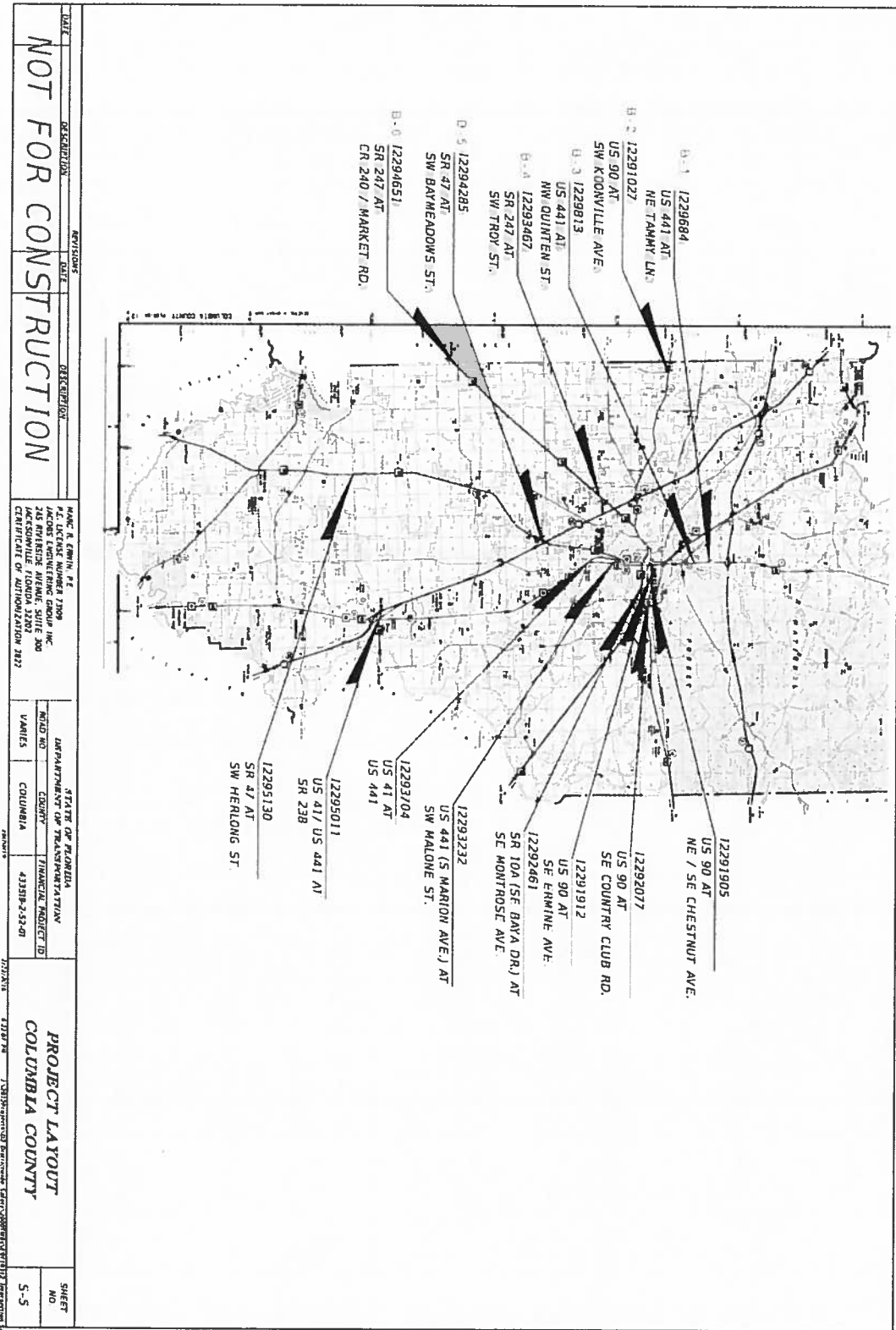
Date: _____

Legal Review:

By: _____

Legal Counsel for Agency

EXHIBIT "A"



NOT FOR CONSTRUCTION

DATE	DESCRIPTION	PROJECT NO.	SHEET NO.
			5-5

MAN: R. G. ERWIN, P.E. JACOBS ENGINEERING GROUP, INC. 245 RIVERSIDE AVENUE, SUITE 200 COLUMBIA, FLORIDA 32907 CERTIFICATE OF AUTHORIZATION #272	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PROJECT ID: 433519-2-52-01	PROJECT LAYOUT COLUMBIA COUNTY
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EXHIBIT "B"
COMPOSITE B-1

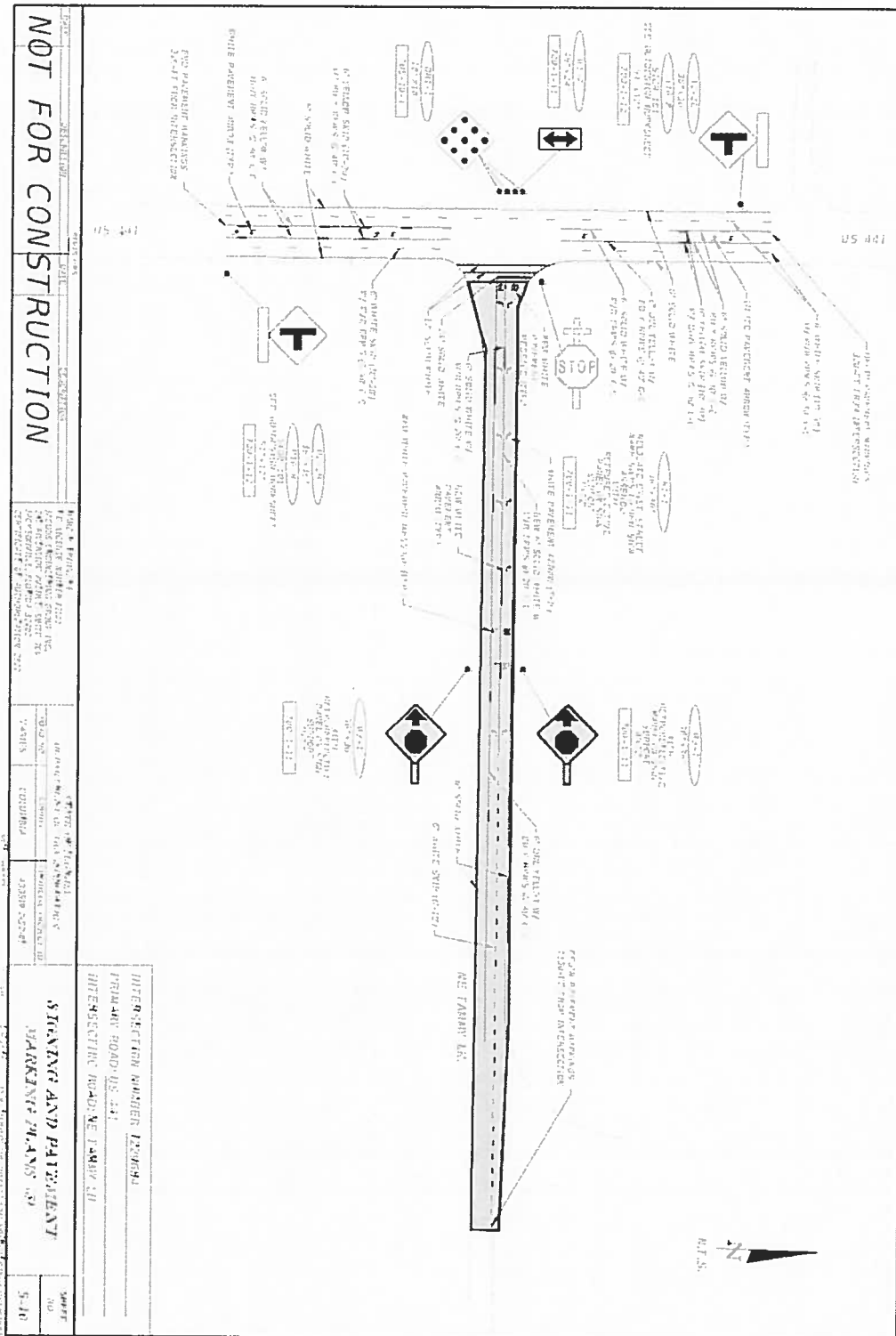


EXHIBIT "B" Cont.
 COMPOSITE B-2

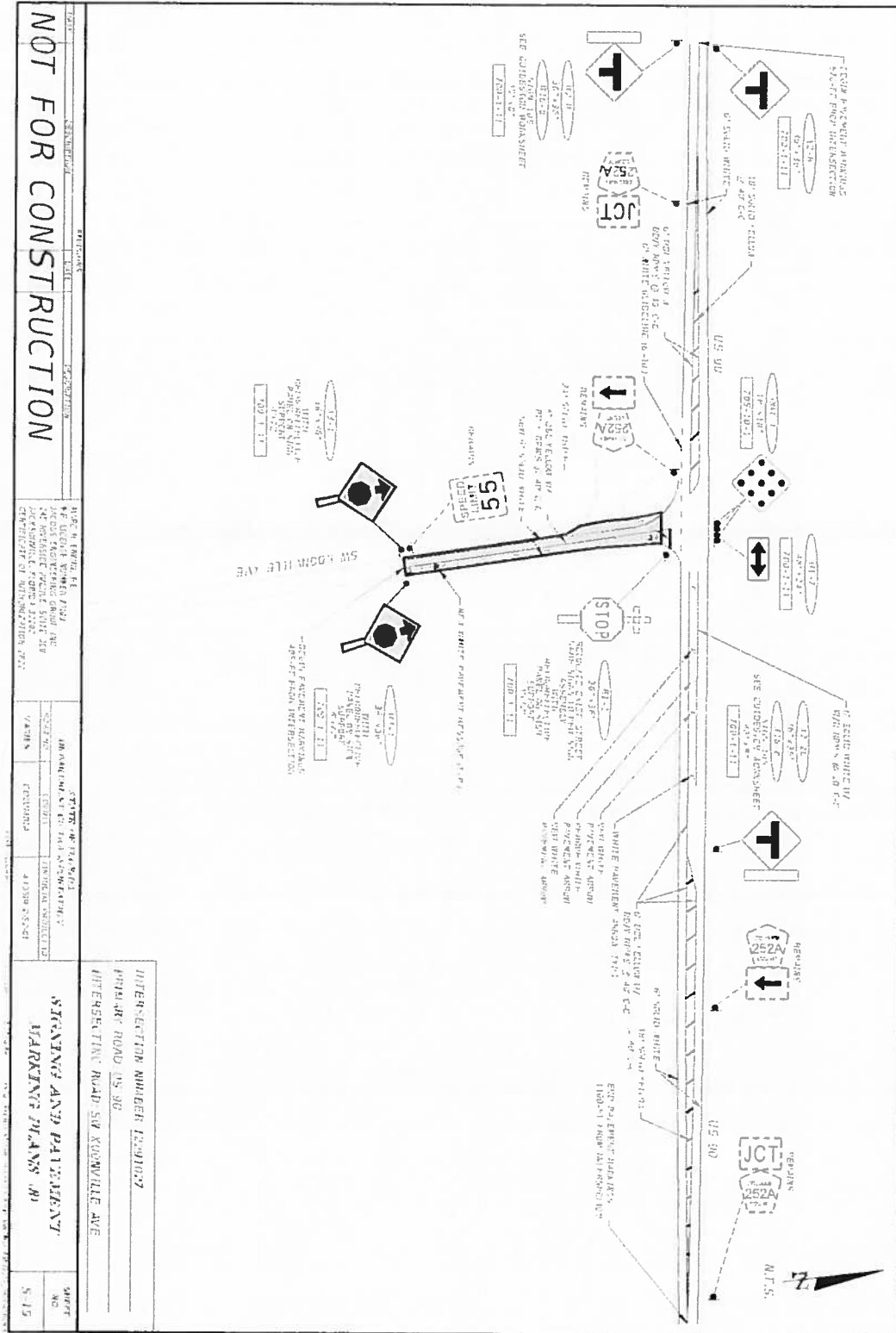


EXHIBIT "B" Cont.
 COMPOSITE B-3

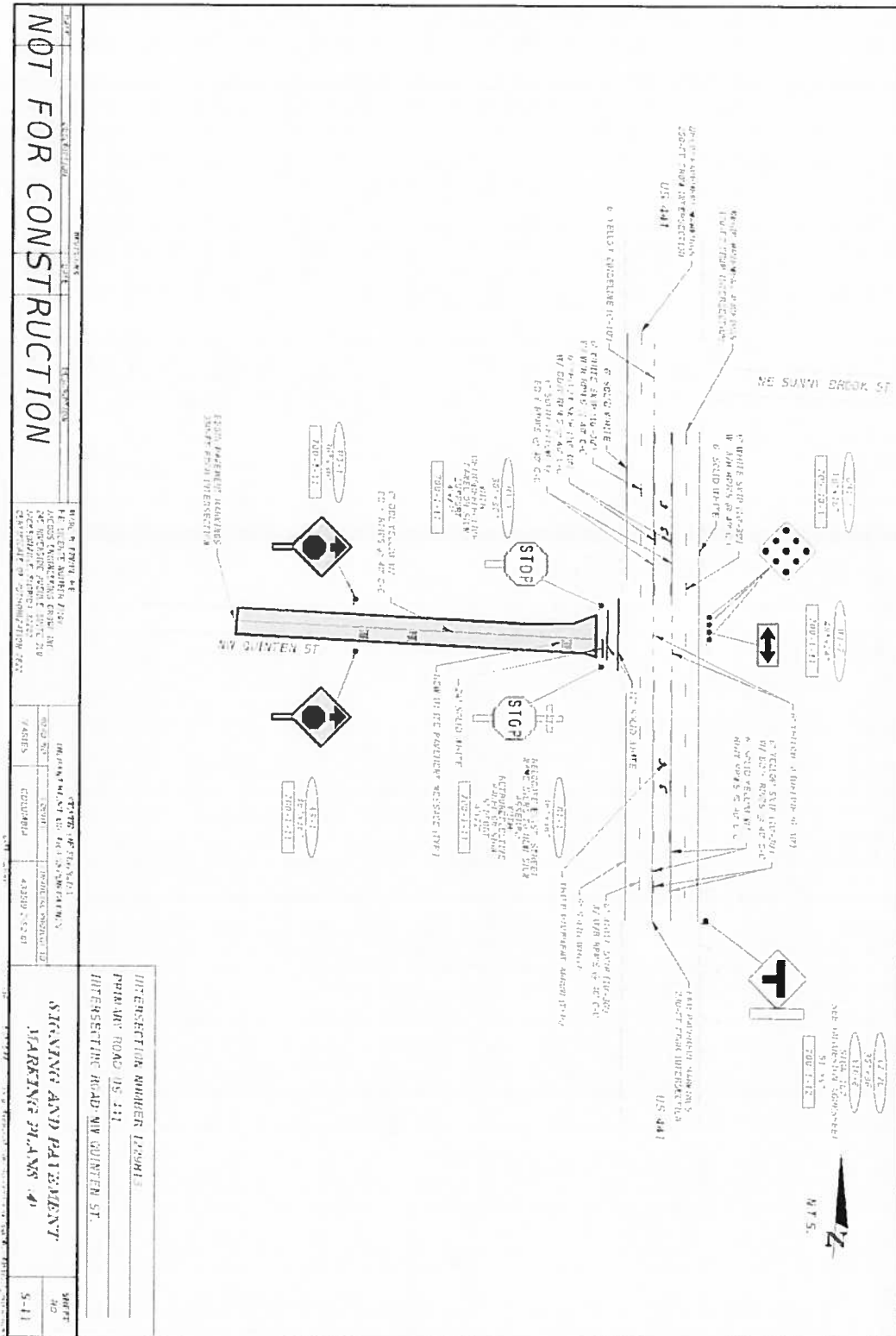


EXHIBIT "B" Cont.
 COMPOSITE B-4

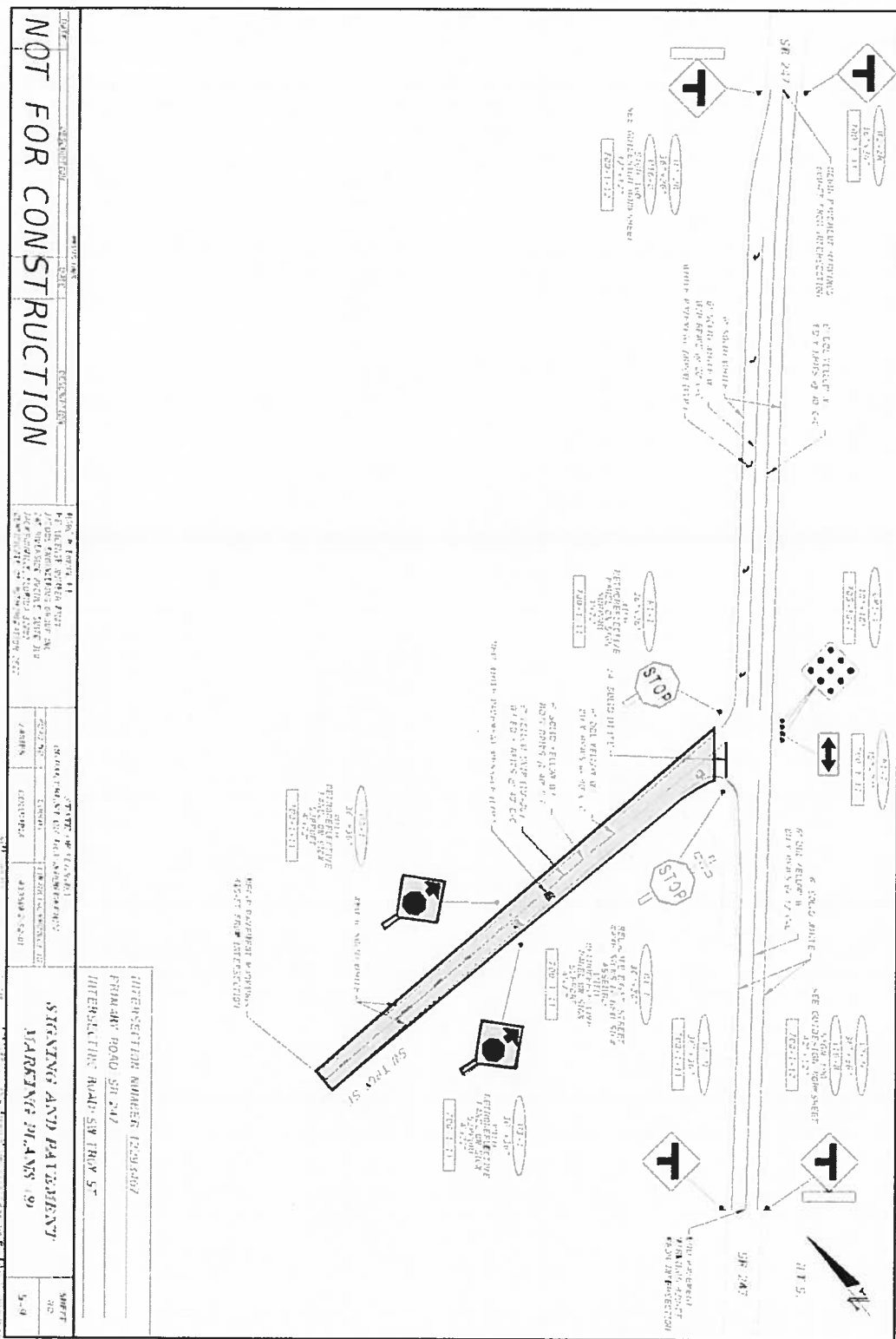
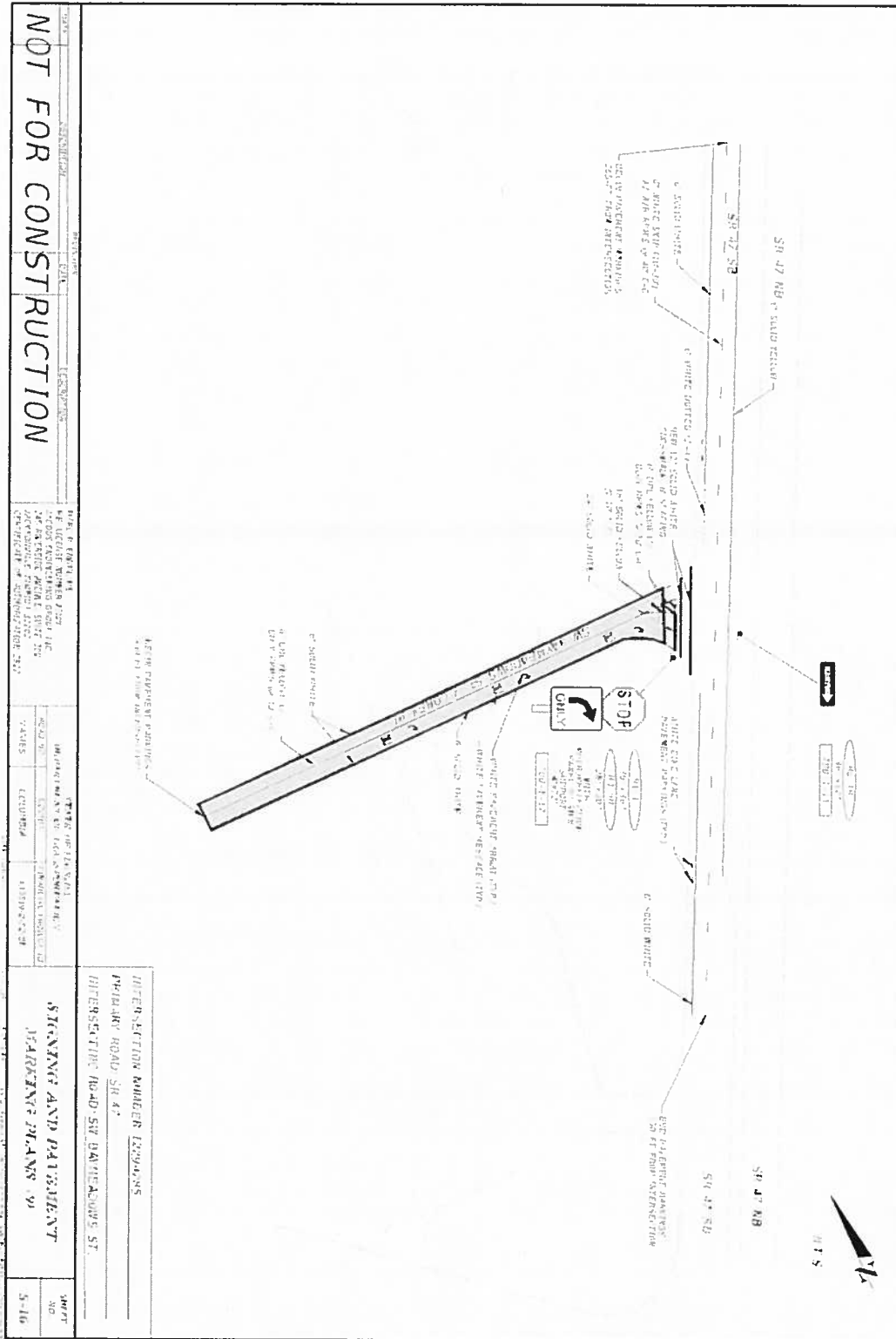


EXHIBIT "B" Cont.
COMPOSITE B-5

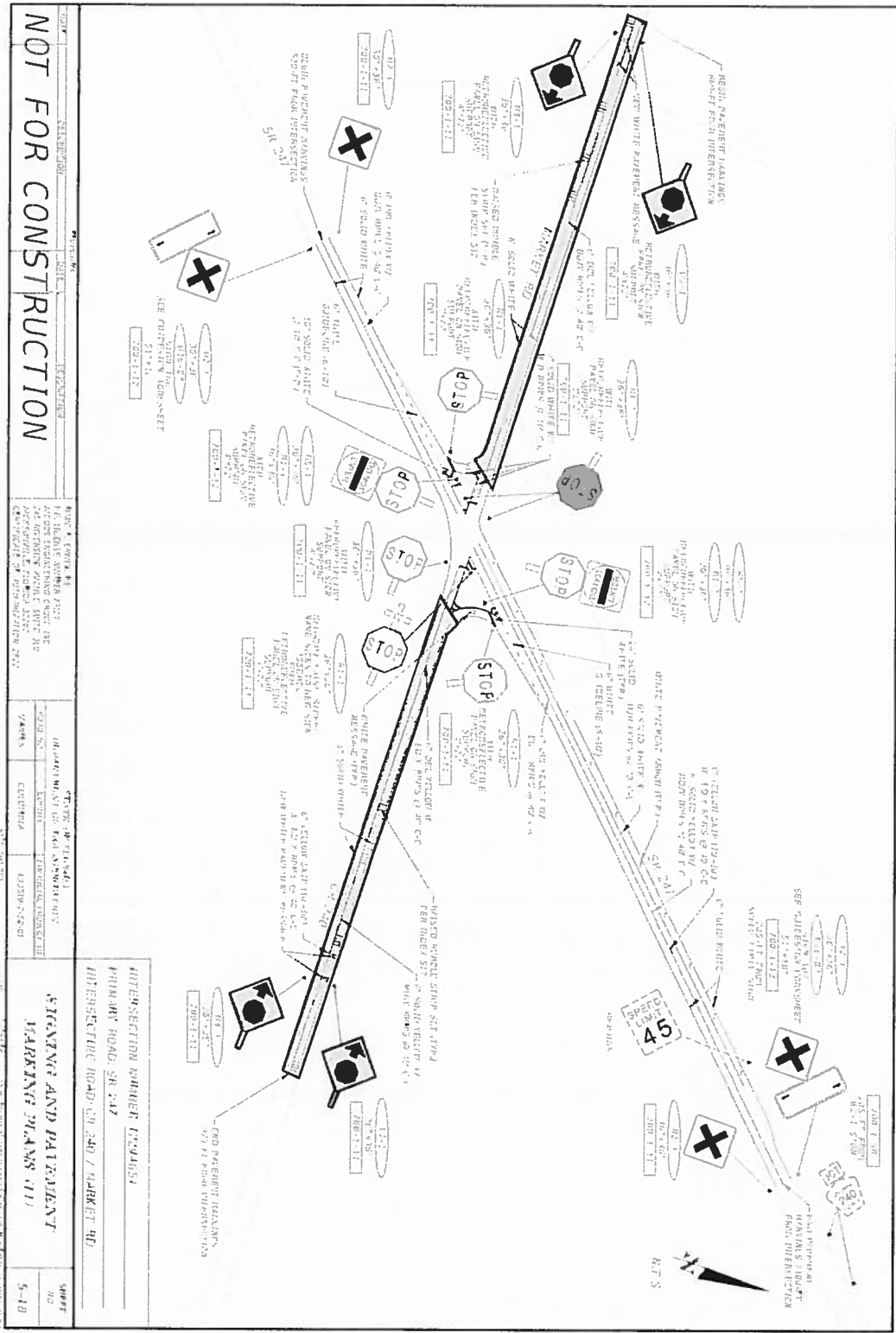


NOT FOR CONSTRUCTION

DATE: 11/11/14
 DRAWN BY: J. J. JONES
 CHECKED BY: J. J. JONES
 PROJECT: DISTRICT TWO SAFETY INTERSECTION IMPLEMENTATION PLAN
 SHEET NO: 5-16

STONING AND PAINTING PLAN
 INTERSECTION ROAD SHEET
 INTERSECTION ROAD SW BATTERDOWN ST.

EXHIBIT "B" Cont.
COMPOSITE B-6



NOT FOR CONSTRUCTION

DATE: 11/11/11
 PROJECT: STANLEY AND PATRICENT
 DRAWING NO.: 11-11-11-01
 SHEET NO.: 5-10

**STANLEY AND PATRICENT
 MARKING PLANS (1)**

EXHIBIT "C"
(RESOLUTION)

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: May 19th, 2016

Meeting Date: June 2nd, 2016

Name: Rudy Crews

Department: Code Enforcement

Division Manager's Signature: 

1. Nature and purpose of agenda item: New Application for Franchise Collection from Envirowaste requesting board approval to haul within Columbia County.

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

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. _____

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item [] Discussion Item

FILE COPY

COLUMBIA COUNTY, FLORIDA
SOLID WASTE COLLECTION FRANCHISE APPLICATION

Name of Applicant: Enviro Waste
Address: P.O. Box 161420 Altamonte Springs, FL 32714
Telephone No.: 386-208-5677

Name of Applicant's Contact Person or Agent: Carol Billings
Address: 540 Douglas Avenue Altamonte Springs, FL 32714
Telephone No.: 407-755-1111 x103

In accordance with Section 90-76, *Code of Ordinances*, Columbia County, Florida, Applicant hereby applies to Columbia County for a non-exclusive franchise authorizing Applicant to engage in the business of collecting, hauling, or transporting solid waste within Columbia County. This application includes the following:

I. APPLICANT INFORMATION.

- A. Describe in detail the solid waste collection, hauling and/or disposal scope of services you are requesting to provide in Columbia County.
- B. Include an executive summary (limited to three single-spaced typewritten pages) providing a description of Applicant's ability to provide solid waste collection services in Columbia County.
- C. Provide written detail of the qualification of Applicant's operations and staff regarding solid waste collection, hauling and transporting.
- D. Provide a written summary of Applicant's business plan to include its methodology for collecting, hauling, and disposing of solid waste from the accounts serviced in Columbia County.
- E. Describe the Applicant's years in solid waste collection business, together with a list of any customers or contact persons for similar size and scope of solid waste service provided within the past five (5) calendar years which will confirm your ability to perform the scope of solid waste collection, hauling and disposal you are requesting. Any such references must include contact names and telephone numbers, type of service performed, and/or contract period dates.
- F. A list and description of Applicant's vehicles, tools and equipment which it owns or has available for use in its performance of solid waste collection, hauling and disposal within Columbia County.

- G. Any additional information which you believe will assist Columbia County in evaluating your application.

II. CONDITIONS OF FRANCHISE.

- A. **Insurance:** Applicant shall at all times during the term of the franchise maintain in full force and effect employer's liability, workers' compensation, public liability and property damage insurance. All insurance shall be by insurers and for policy limits acceptable to Columbia County and before commencement of providing the service under the franchise. Applicant agrees to annually furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance is in force. A certificate of insurance, executed on a standard ACORD form, shall be filed with the County prior to Applicant being granted a franchise. The certificate shall contain a provision that coverage is afforded under the policies and will not be cancelled until at least 30 days prior written notice has been given to the County. The certificate of insurance will include the following statement or similar language: "Interest of the certificate holder is included as an additional insured." The following types of insurance and the following minimum amounts are required:

<u>Coverage</u>	<u>Limits of Liability</u>
1. Workers' Compensation	Statutory
2. Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence/\$2,000,000 aggregate
3. Property Damage Liability (except automobile)	\$500,000 each occurrence/ \$1,000,000 aggregate
4. Automobile Bodily Injury	\$1,000,000 each occurrence
5. Excess Umbrella Liability	\$1,000,000 each occurrence.

- B. **Indemnity:** Franchisee will indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees to the extent resulting from a willful or negligent act or omission or default of its franchise agreement by the Franchisee, its officers, agents, servants, and

employees in the performance of the franchise; provided, however, that Franchisee shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the County, its officers, agents, servants and employees.

- C. Disposal Site: As a material consideration for the County approving Applicant's franchise, Applicant agrees all solid waste shall be hauled to and disposed of at a place or places to be provided and designated by Columbia County. Currently County charges \$52.00 per ton for each ton of Class I and \$37.00 for each ton of Class III solid waste collected in the County and disposed of at the Columbia County Landfill. Applicant agrees all solid waste shall be hauled to those sites or facilities as directed in writing by the County and disposed of at those facilities at the expense of the Franchisee, including tipping fees. Any solid waste hauled to the disposal site by Franchisee that is not generated in the County or otherwise approved by the County and not covered under the terms of the franchise agreement will be subject to the following penalties:

1. \$1,000.00 for the first violation;
2. \$5,000.00 for the second violation; and
3. Loss of franchise for the third violation.

- D. Competency of Franchisee: The County shall require Franchisee to submit such additional information as the County may reasonably require to verify Applicant is adequately prepared to fulfill the franchise agreement. In determining whether the Applicant is adequately prepared, the County shall, as a minimum, consider the following:

1. Applicant's collection vehicles and equipment are sufficient to provide adequate and reliable service.
2. Applicant's roll-offs and other containers are adequately maintained and in proper condition, including signage, such as paint and information on the containers adequately identifying Applicant and contact information for the Applicant.
3. Sufficient size and number of containers.
4. That all vehicles and other equipment are properly licensed, tagged, identified, insured, and road-worthy.

5. Applicant's technical experience, including that the Applicant and its employees have sufficient experience and abilities to insure the timely, reliable and effective delivery of the services proposed by the Applicant, and financial capabilities.
 6. That Applicant's proposal is in the best interest of the public.
- E. Compliance With Laws: Applicant shall conduct operations under the franchise in compliance with all applicable local, state and federal laws, including its rules and regulations.
 - F. Non-discrimination: Applicant shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.
 - G. Licenses: Applicant shall obtain all licenses and permits (other than the license and permit granted by the franchise issued by Columbia County) and promptly pay all taxes required by the County.
 - H. Applicant acknowledges County has the sole ability to approve or deny this Application pursuant to applicable County Code provisions, policies, rules, and in the best interest of County and its citizens.

III. **TERM.**

The franchise shall be for the initial term of one (1) year beginning the effective date of the franchise. Except as otherwise herein provided, the franchise may be renewed annually on its anniversary date by the County upon request of the Franchisee and approval by the County. Prior to renewal, Franchisee will be required to provide proof of current insurance as required by Section IIA and pay a renewal fee established by the County. Denial of the initial franchise or any renewal by the County Manager shall be subject to appeal by the Applicant to the Columbia County Board of County Commissioners within 30 days of denial. Upon failure of the franchise to be extended as provided herein, the existing franchise, including any renewal thereof, shall terminate at the end of its specified term. No provision of this Application or the franchise agreement shall be construed in any manner to require either party to renew the franchise beyond the initial term or any renewal period of the franchise.

In the event there should occur any breach or material default in the performance of any obligation of the Applicant which has not been remedied within thirty (30) days after receipt of written notice from the County, the County may terminate the franchise at the end of said 30-day period. In the event the County alleges a material default on the part

of Applicant, and Applicant disagrees that a default has occurred, it may, within ten (10) days after receiving notice of default, request a hearing with the County Manager. In the event the matter remains unresolved, the parties may, by mutual agreement, proceed to non-binding mediation or if the parties fail to successfully mediate the dispute, then either party may seek judicial review in a court of jurisdiction located in Columbia County, Florida.

IV. NON-TRANSFER ABILITY.

The franchise shall not be transferrable or assignable to any other person or entity without the express written consent of the County.

V. NON-EXCLUSIVE FRANCHISE.

Any franchise granted Applicant shall be non-exclusive. Applicant acknowledges the County has previously entered into an exclusive franchise with a third party for the provision of residential solid waste, commercial collection and industrial collection within the unincorporated area of Columbia County, and Applicant will not be authorized to provide solid waste collection for the service or to the customers included under the exclusive franchise Columbia County has previously awarded.

VI. SOLID WASTE SERVICES AUTHORIZED.

The solid waste collection services authorized to Applicant under the franchise may include some or all of the following (to be determined by County):

- A. _____
- B. _____
- C. _____
- D. _____

VII. RATE.

Columbia County does not set any rate structure for franchisee. Franchisee will establish and agree upon rate structures with its customers.

The undersigned hereby certifies that all of the above statements and statements contained in any documents or plans submitted herewith are true and correct to the best of my knowledge and belief.

Dated this 10 day of May, 2016
Applicant: Invitation Services
Carie Billings
Signature of Applicant
Print Name: Carie Billings
Title: Controller

Columbia County hereby acknowledges receipt of the non-refundable application fee from Applicant of \$500.00. Annual Renewal Fee is \$50.00.

Dated this 17th day of May, 2016

COLUMBIA COUNTY, FLORIDA

By: [Signature]
County Representative
Print Name: Jennifer DaBari
Title: Code Enforcement Officer II

**COLUMBIA COUNTY, FLORIDA
SOLID WASTE COLLECTION FRANCHISE APPLICATION**

SECTION VI – EXHIBIT A

All solid waste not included under the exclusive Franchise Solid Waste Agreement granted Veolia ES Solid Waste Southeast, Inc. dated September 1, 2011. This Franchise includes construction and demolition debris resulting from temporary or single construction projects requiring a temporary roll-off service.

All collection and disposal of infectious waste, hazardous waste, biohazardous waste, biological waste or sludge shall be in strict compliance with all federal, state and local laws and regulations.

This Franchise does not include recyclable materials as defined by Florida Statutes, Section 403.703.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency of the South, LLC. dba Advanced Comp 170 Fitzgerald Road, Suite 2 Lakeland FL 33813		CONTACT NAME: PHONE (A/C No, Ext): (863) 646-3332 FAX (A/C No): (863) 646 5004 E-MAIL ADDRESS: wccertificate@advancedcomp.net	
INSURED DisposAll Inc. 540 Douglas Ave Altamonte Springs FL 32714		INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company, Inc. NAIC # 42376 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1583249151

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	TWC3508628	10/24/2015	10/24/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A Waiver of Subrogation applies in favor of the certificate holder on the Workers' Compensation policy.

CERTIFICATE HOLDER

Columbia County Solid Waste Collection
 1347 N.W. Oosterhoudt Lane
 Lake City FL 32055

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fidelity H. Dillig

ENVIROWASTE LLC
PO BOX 161417
ALTAMONTE SPRINGS, FL 32716-1417

Bank of America
ACH R/T 063100277

1260
63-27631 FL
601

FILE COPY

5/5/2016

PAY TO THE ORDER OF Columbia County Solid Waste Division

\$ **500.00


Five Hundred and 00/100*****

DOLLARS

Columbia County Solid Waste Division
1347 N.W. Oosterhoudt Lane
Lake City, FL 32055

MEMO

Application Fee for Lake City Franchise


AUTHORIZED SIGNATURE

⑈001260⑈ ⑆063100277⑆ 898029593580⑈

ENVIROWASTE LLC

1260

Columbia County Solid Waste Division

Date	Type	Reference	Original Amt.	Balance Due	5/5/2016 Discount	Payment
5/5/2016	Bill	Application Fee	500.00	500.00		500.00
				Check Amount		500.00

Cash - B of A - Oper & Application Fee for Lake City Franchise 500.00

Penny Stanley

From: Jennifer Dubose
Sent: Thursday, May 19, 2016 1:46 PM
To: Penny Stanley
Subject: AGENDA ITEM REQUEST - Franchise Collection Application
Attachments: AGENDA REQUEST for Envirowaste Franchise Application 5.19.2016.pdf

Importance: High

Hello there ...

Per our conversation earlier, here is the packet of info that needs to go on the Agenda for the June 2nd meeting . Please let me know if there are any questions. Hope that you have a great weekend if I don't talk to you again before then :)



Jennifer M. DuBose

Safety Division for Columbia County

Code Enforcement Officer II

Columbia County BCC , Lake City, FL

Office : 386-758-1038 / Fax : 386-752-7125

Cell : 386-623-1929

jennifer_dubose@columbiacountyfla.com



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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 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: 05/17/2016

Meeting Date: 06/02/2016

Name: Ben Scott

Department: Administration

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item: Requesting Approval of Board Minutes - May 5, 2015 - Regular Meeting

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>
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For Use of County Manger Only:

Consent Item [] Discussion Item

Columbia County
Board of County Commissioners

Minutes of
May 5, 2016

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

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

Others in Attendance: County Manager Ben Scott ("CM")
Assistant County Manager Kevin Kirby ("ACM")
Risk Manager David Kraus ("RM")
County Attorney Joel Foreman
Deputy Clerk Katrina Vercher

Agenda Additions/Deletions

There were no additions or deletions.

MOTION by Commissioner Frisina to approve the agenda. SECOND by Commissioner Williams. The motion carried unanimously.

Ministerial Matters

Proclamation 2016P-3

Commissioner Frisina read the Proclamation designating the week of May 8-14, 2016, as Tobacco Free Florida week in Columbia County.

Students Stephanie Housh and Nolan Williams thanked the Commission for the Proclamation and spoke briefly on the dangers of tobacco use.

MOTION by Commissioner Frisina to approve Proclamation 2016P-3. SECOND by Commissioner DePratter. The motion carried unanimously.

Public Comment on Discussion and Action Items:

Citizen Jeff Ruffo spoke in opposition to the emergency funding request made by the Lake City Humane Society.

David Tannenbaum, Treasurer for the Lake City Humane Society, asked the Commission to approve the emergency funding.

Laura Page, Executive Director of the Lake City Humane Society, using the attached PowerPoint presentation, requested that the Commission grant the emergency funding request.

Seven year old Landon Cauley spoke about the joy of having his best friend Jasper that he adopted from the Lake City Humane Society and told how Jasper has helped him.

Citizen Stephanie Harrison, Landon's mother, told how Jasper has helped Landon with his Autism and urged the Commission to support the Humane Society.

Citizen Sandra Buck-Camp spoke in support of the Lake City Humane Society's emergency funding request.

Citizen Stewart Lilker asked for item #15 from the consent agenda to be pulled. He then stated to Chairman Nash that he would not comment until the agenda was approved.

Chairman Nash asked for a motion to approve the consent agenda.

MOTION by Commissioner Williams to approve the consent agenda. SECOND by Commissioner Frisina. The motion carried unanimously.

Consent Agenda:

- (1) External Budget Amendment - BCC Administration – BA # 16-45 – 911 Backup Fiber Optic Line - \$4,100.00
- (2) External Budget Amendment – Public Library – BA # 16-46 – Distribution of \$1,519.75 Donated by the Friends of the Library - \$75.00 Donated by the Women of the Moose
- (3) External Budget Amendment – Central Communications – BA # 16-47 – Increase Repair and Maintenance Budget to Address Needed Repairs - \$ 6,761.00
- (4) BCC Administration – Requesting Approval of Proclamation No. 2016P-2 – Public Safety-Fallen Hero's – Designating May 15, 2016 as National Police Week
- (5) BCC Administration – Requesting Approval of Proclamation No. 2016P-4 – Child Welfare Professionals Recognition Day – May 9, 2016

- (6) Operations Department – Requesting Permission to Utilize Remaining Funds from Sister Welcome Road Project to Pave Dyal Road - \$100,000.00
- (7) Operations Department – Declaration of Surplus items for Auction – (see attached list)
- (8) Operations Department – Declaration of Junk Property – Husquevarna Mower, County ID # 12415, Husquevarna Mower, County ID # 12440
- (9) Operations Department – Utility Permit – Comcast Cable – SE April Lane
- (10) Operations Department – Utility Permit – City of Lake City Utilities Department – SW Business Point & SW Beacon Way
- (11) Public Library – Revised Position Description – Library Administrative Office Manager and Public Library Pay Grade from \$12.55 per hour to \$14.35 per hour (see attached supporting documents)
- (12) BCC Administration – Requesting Minute Approval – Board of County Commissioners – Regular Meeting – April 7, 2016
- (13) BCC Administration – Requesting Minute Approval – Board of County Commissioners – Special Meeting/Budget Workshop –April 21, 2016
- (14) BCC Administration – Requesting Minute Approval – Board of County Commissioners – Regular Meeting – April 21, 2016
- (15) BCC Administration – Requesting Approval of Engagement Letter for Nabors, Giblin & Nickerson – Review Contracting Process for Public Works Projects
- (16) Tourist Development Council – Requesting Approval for DEO Grant Funding to Develop a Five Year Sports Tourism Strategic Plan – Support Structure to Implement and Sustain the Plan - \$10,000.00
- (17) Tourist Development Council – Requesting Approval for a Billboard Contract – Anderson Outdoor Management for Florida's Suwannee River Valley Marketing Group - \$4,800.00
- (18) Tourist Development Council – Requesting Approval for Florida's Suwannee River Valley Marketing Group to Attend the Florida RV 2017 Super Show - \$700.00
- (19) BCC Administration – Florida Department of Transportation – State Highway Lighting Agreement - \$109,180.89

- (20) Building and Zoning – Special Family Lot Permit – Kaitlin Thompson, Daughter – Michael Thompson, Property Owner – 2331 SW Bethlehem Avenue, Fort White

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

Citizen Stewart Lilker spoke against the Sheriff's funding request and the way the Sheriff's budget is funded.

Discussion and Action Items:

Proclamation 2016R-9

Commissioner Frisina read the Proclamation designating The Art League of North Florida D/B/A Gateway Art Gallery as a local Arts Agency in Columbia County.

MOTION by Commissioner Frisina to approve Proclamation 2016R-9. SECOND by Commissioner Williams. The motion carried unanimously.

Sheriff's Office Mitigation Credit Request

Sheriff Mark Hunter addressed the Commission about his request for two mitigation credits for the Administration property located on East US Hwy 90. He plans future construction of a Crime Scene Building and a maintenance shop. In order to build on the property, the land must be mitigated.

Using the attached PowerPoint presentation, CM Scott showed the Commission the available mitigation credits.

MOTION by Commissioner Williams to authorize the two credits be approved for the mitigation of the Sheriff's complex to put his crime scene building and to make the property whole for other construction. SECOND by Commissioner Frisina.

Discussion ensued.

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

Lake City Humane Society's (LCHS) Emergency Funding

CM Scott reported to the Commission the status of LCHS's request for emergency funding:

The committee appointed at the April 7, 2016, met on April 14th and 28th to review the request. Staff requested separate annual expenditures for the shelter and animal control along with the number of full time employees for each. The requested

information was not received. On the afternoon of April 28th, staff received a QuickBooks database. A recap of that is attached to the original minutes. The number of employees was not provided.

CM Scott presented three options;

- No Additional Funding
- Fund Requested Amount of \$81,000
- Fund Some Other Amount (Suggested Half)

Discussion ensued.

MOTION by Commissioner Williams to approve half the requested amount.
SECOND by Commissioner Frisina.

Discussion ensued.

CM Scott requested that the motion be amended to approve payment of the \$40,500 in the monthly distribution.

Amended MOTION by Commissioner Williams to include CM Scott's request.
Amended SECOND by Commissioner Frisina.

Discussion ensued.

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

Open Public Comments:

Citizen Merrilee Malwitz-Jipson offered comment on the Rum Island restrooms and the lack of parking.

Kyle Green spoke in favor of civil citations for possession 20 grams or less of marijuana and requested that this be put in the next meeting agenda. He presented the Commission with a petition with 1,085 signatures.

Citizen Ralph Kitchens spoke in favor of decriminalizing marijuana.

Citizen Stewart Lilker offered comment on the Sheriff's budget and item #15 on the consent agenda.

Citizen Jim Parks spoke against speed bumps on Olustee Avenue.

Staff Comments:

Attorney Foreman addressed item #15 on the consent agenda.

Commissioner Comments:

Commissioner Williams offered comment on the Sheriff's budget. He also asked that everyone remember the Charles Albritton family, he passed away today.

Commissioner DePratter offered comment on the Sheriff's budget.

Adjournment

There being no further business, the meeting adjourned at 7:00 p.m.

ATTEST:

Bucky Nash, Chairman
Board of County Commissioners

P. DeWitt Cason
Clerk of Circuit Court

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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 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: 03/31/2016

Meeting Date: 04/07/2016

Name: Ben Scott

Department: Administration

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item: Requesting Approval of BOCC Regular Meeting of March 3, 2016

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>
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For Use of County Manger Only:

- [] Consent Item [] Discussion Item

Columbia County
Board of County Commissioners

Minutes of
March 3, 2016

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

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

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

Agenda Additions/Deletions

There were no additions or deletions.

MOTION by Commissioner Frisina to approve the agenda. SECOND by Commissioner Williams. The motion carried unanimously.

Ministerial Matters

Florida Power & Light "(FPL)"

Dave Cobb, Regional Manager with FPL announced that he is retiring and introduced his replacement, Jim Bush.

Each Commissioner thanked Mr.Cobb for all the service that he has done for Columbia County.

Building and Zoning Hearings:

Land Development Regulations ("LDR") Amendment (adoption hearing)

LDR 16-01-To amend the text of the LDR, section 4.15.2 entitled "Permitted Principal Uses and Structures". [Ordinance No. 2016-1]

The public hearing opened and closed without comment.

MOTION by Commissioner Frisina to adopt Ordinance No. 2016-1, LDR 16-01. SECOND by Commissioner Williams. The motion carried unanimously

Resolution No. 2016R-3

SP 16-01-A Special permit request for All-Tech Raceway, LLC, to allow four outdoor concerts within twelve months.

Discussion ensued. The Commission directed Mr. Stubbs to research as to whether a camping permit would be required for these events.

The public hearing opened.

Lanier Smith spoke on behalf of All-Tech Raceway, LLC.

The public hearing closed.

MOTION by Commissioner Phillips to approve Resolution No. 2016R-3, SP 16-01. SECOND by Commissioner DePratter. The motion carried unanimously

Public Comment on Discussion and Action Items:

Citizen Barbara Lemley spoke in opposition to the Settlement Agreement with Anderson-Columbia and the Gateway Crossing Economic Development Agreement.

Citizen Stewart Lilker offered comment on the order of the agenda. He spoke in opposition to the Gateway Crossing Economic Development Agreement and the Settlement Agreement with Anderson-Columbia. He also commented on consent agenda item # 17 and the COCPN with Excelsior Ambulance.

MOTION by Commissioner Williams to approve the consent agenda. SECOND by Commissioner Frisina. The motion carried unanimously.

Consent Agenda:

- (1) External Budget Amendment – Purchasing – BA # 16-34 – Approval of Ranking and Beginning of Negotiations for Project No. 2016-C – Website Design – Economic Development - \$25,000.00
- (2) External Budget Amendment – BCC Administration – BA # 16-35 – Health Care Responsibility Act Claim - \$1,288.00

- (3) External Budget Amendment – Building and Zoning – BA # 16-36 – Increasing the Technical Assistance Planning Grant from \$15,000.00 to \$17,500.00 and Approve an Amendment to the Grant - \$2,500.00
- (4) BCC Administration – Contract Extension for One (1) Year - Professional Service Agreement - Sandy Kishton
- (5) Building and Zoning – Special Family Lot Permit – Deborah Ingram, Mother – Davida McCook, Property Owner, 155 NW Debbie Glen
- (6) Building and Zoning – Special Family Lot Permit – Marvisha Smith, Sister – Davida McCook, Property Owner, 155 NW Debbie Glen
- (7) Building and Zoning – Special Family Lot Permit – Marvin McCook, Brother – Davida McCook, Property Owner, 155 NW Debbie Glen
- (8) Building and Zoning – Special Family Lot Permit – David Erin Hall, Son –David Eugene Hall, Property Owner – 254 SW Aires Place, Fort White, FL
- (9) 9-1-1 Addressing – Requesting Approval for Deletion of a Private Road Name from Database and Mapping for Columbia County – SW Grinch Court
- (10) Operations Department – Utility Permit – AT&T Authorized Agent Rebecka Bonts – Taft Lane and County Road 25A
- (11) Operations Department – Utility Permit – City of Lake City Utilities Department – SE St. Leo Lane
- (12) Operations Department – Utility Permit – City of Lake City Utilities Department – Academic Avenue
- (13) 9-1-1 Communications Center Dispatch – Requesting to Apply for Spring Rural E911 Grant for Maintenance & Support of our VESTA 911 Call Taking Equipment - \$40,132.11
- (14) Risk Manager – Resolution No. 2016R-4 - Private Utilities to Adopt a 2015/2016 Price Index for Investor Owned Water, Wastewater, and Effluent Re-use Systems in Columbia County, FL
- (15) BCC Administration – Requesting Approval for Board of County Commissioners, Regular Meeting – February 4, 2016
- (16) Building and Zoning –Three (3) Refund Request: (a) Todd McDonald, Upgrade Permit - \$50.00 – (b) David Winsberg, Site and Development Plan Fee - \$500.00 – (c) Williams and Jessica Spence, Building Permit Fees - \$1,123.20

(17) Confirm Sharon Langford, Gilchrist County Commissioner, as the Chief Elected Official for Local Workforce Development Board 7

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

Discussion and Action Items:

HVAC and Humidity at Courthouse

North Florida Professional Services and Coburn & Associates were retained to conduct a detailed study of the HVAC and humidity problems at the Columbia County Courthouse.

ACM Kirby introduced Dick Coburn of Coburn & Associates to give a report on the results of the study.

Using the attached PowerPoint presentation, Mr. Coburn spoke about the issues with the HVAC and the humidity problems. He outlined the areas of concern and what is needed to correct each concern.

Discussion ensued.

ACM Kirby gave the projected costs:

Study	\$25,000
Bid Doc Preparation	\$25,000
Chiller Repair	\$45,000
New Controls	\$50,000
Humidity Issue	\$30,000
10% Contingency	<u>\$18,000</u>
Total	\$198,000

ACM Kirby recommended going forward with the repair process using these numbers.

Commissioner DePratter inquired whether this would be put out for bid, ACM Kirby replied yes.

MOTION by Commissioner DePratter to approve staff recommendation to move forward. SECOND by Commissioner Williams. The motion carried unanimously.

Gateway Crossing

Using the attached Power Point presentation, CM Scott presented the revised Economic Development Agreement for the Gateway Crossing Project.

Discussion ensued.

MOTION by Commissioner Williams to take staff and attorney's recommendation. SECOND by Commissioner Frisina.

Discussion ensued.

The Chairman called for a vote. The motion carried 4 to 1 with Commissioner DePratter voting in opposition.

DEP Grant Agreement

CM Scott recommended the Commission approve the DEP Grant Agreement and budget amendment BA 16-37 in the amount of \$3,000,000 for the Cannon Creek storm water project. The budget amendment is revenue in and expenses out.

MOTION by Commissioner Frisina to approve the DEP Grant Agreement for Cannon Creek Stormwater Project and budget amendment 16-37 for \$3,000,000. SECOND by Commissioner Williams. The motion carried unanimously.

Settlement Agreement with Anderson Columbia Company, Inc. ("ACCI")

County Attorney Joel Foreman outlined the details of the attached settlement agreement that has been reached between Columbia County and ACCI. ACCI has signed the agreement and Attorney Foreman recommended that the Commission approve the settlement agreement.

Discussion ensued.

MOTION by Commissioner Williams that we accept the negotiation settlement that the Attorney and Anderson's attorney have worked up for the betterment of saving money for the taxpayers in the long run. SECOND by Commissioner DePratter.

Discussion ensued.

AMENDED MOTION and SECOND to include approval of Budget Amendment #16-39.

The Chairman called for a roll call vote:

District 1 - Commissioner Williams "AYE"

District 2 - Commissioner DePratter	"AYE"
District 3 - Commissioner Nash	"NAY"
District 4 - Commissioner Phillips	"AYE"
District 5 - Commissioner Frisina	"AYE"

Motion carried 4 to 1 with Commissioner Nash voting in opposition.

(An audio of this meeting is available at www.columbiacountyfla.com; Detailed notes are also attached).

Open Public Comments:

Citizen Sandra Buck-Camp offered comment on the Gateway Crossing Project.

Citizen Stewart Lilker offered comment on the Settlement Agreement and asked that the counties check register be put in the consent agenda.

Commissioner Comments:

Commissioner DePratter thanked staff and Attorney Foreman for their hard work on the settlement agreement.

Commissioner Williams offered comment on the Shade Meetings.

Adjournment

There being no further business, the meeting adjourned at 8:30 p.m.

ATTEST:

Bucky Nash, Chairman
Board of County Commissioners

P. DeWitt Cason
Clerk of Circuit Court

Settlement Agreement with Anderson Columbia Company, Inc. ("ACCI")

County Attorney Joel Foreman brought before the Commission the proposed Settlement Agreement that has been signed by ACCI. He stated that the Commission has been involved in Shade Meetings and cautioned each member to not mention what was discussed in those meetings.

The first Shade Meeting was held on December 4, 2015, mediation options and possible settlement structures were discussed.

On January 28, 2016, both parties met for a voluntary formal mediation with Attorney Vernon Douglas as mediator by the consent of both parties. The parties did not reach an agreement but a final offer was made by ACCI which was in excess of the County Council's settlement authority so they agreed to bring the offer back to the Commission. A second Shade Meeting was scheduled to discuss this offer.

The second Shade Meeting was held on February 9, 2016. The offer was discussed and potential counterproposals and response parameters were laid out. The minimum parameters were:

- Repair of the slopes
- A warranty on the slopes
- Continuing maintenance on the slopes for a period of time
- A cost share of any liability due to erosion
- Release of retainage to ACCI, \$750,00 settlement amount and purchase in RAP millings at \$15 per ton over 5 years

Commissioner Williams requested Attorney Foreman explain retainage to the room for those that do not know what that means. Attorney Forman explained that these are funds that already belong to the contractor; they are held until the job is completed.

Vernon Douglas delivered the counter offer which was initially rejected, but after much discussion, it was accepted subject to three conditions:

- Millings to be purchased over three years instead of five
- Adjacent property owners must provide releases to County and ACCI, County would close out the Environmental Recourse Permit, ERP98-0459M7

Staff did an analysis of these changes and determined that the time change for the purchase of the milling was a minor change, the releases from adjacent property owners was beneficial to the County and that the closeout of the permit was a necessary step so that Suwannee River Water Management District could access the condition of the project. Attorney Foreman began working with ACCI counsel to work up a settlement agreement to include the conditions of the Commission and the changes requested by ACCI.

Attorney Foremen went over the details of the settlement agreement and stated that ACCI has accepted and executed the agreement, therefore if this Board votes to accept the settlement as written, then it will become a binding agreement.

The key sections of the agreement are:

Purpose

The purpose of this settlement is to document the resolution of all disputes of whatever nature between the parties relating to the project known as the Bascom Norris Drive Project and relating to the litigation, ACCI vs. Columbia County, and any issues that have been raised or could have been raised in the lawsuit.

Recitals

The recitals of the agreement state the facts. A construction contract between the parties was entered into in November of 2012. Disputes arose during the construction and ACCI filed suit in September of 2015; Columbia County counterclaimed. The parties mediated the case in January of 2016 which was followed by continuing good faith negotiation that resulted in an agreement.

Release

The parties are mutually releasing one another in very broad terms from any claims that in any way are related to or arising out of the matters raised or which could have been raised in the lawsuit. However, this does not bar potential future claims unrelated to the issues raised in the pleadings.

Reserved Rights

- Settlement Sum
 - A settlement sum of \$750,000 will be paid to ACCI within thirty days of approval of this agreement
 - The retainage of \$739,207.19 is to be paid to ACCI on completion of agreed upon repairs to the project.
- One-Time Maintenance Repair
 - ACCI will repair the embankment on or before March 30, 2016.
 - The retainage will be paid on completion.
- Structural Warranty
 - Two-year warranty following the completion of repairs to the embankment

Commissioner Williams stated that he thought the warranty period was three years. Attorney Foreman answered that it was but that the first year has passed.

- Ongoing Maintenance
 - ACCI will correct any erosion damage greater than fingerling washing with five feet of the pavement edge
 - ACCI will correct any erosion damage of a depth of three feet or more in a contiguous area of 500 square feet or more as a result of a single weather event

Attorney Foreman explained that fingerling washings are the string like washes that you see running away from the pavement after a rain event, they normally work themselves out. Commissioner Nash asked if the County is responsible for all other damage, Attorney Foreman responded, yes.

- Purchase Rap Millings
 - The County will purchase 16,667 tons of millings per year for three years
 - The cost will be \$15.00 per ton
 - The purchase will be paid in advance each year, first payment due within 30 days of approval of agreement
 - Second and third payments will be due on or before the anniversary of the first payment.
 - Millings will be delivered fresh and on an as-needed basis

Commissioner Williams commented that having fresh millings is very important.

- Project Fill in Off-site Wetlands
 - Any claim asserted within the structural warranty period of two years from completion of repairs that results in liability to the County or ACCI to any third party will be shared equally by ACCI and the County
 - Potential liabilities are unknown at this time
 - Property owners have provided releases, so claims, if any, would likely arise from regulatory agencies
 - Claims made after the warranty period would be borne solely by the party charged
 - A claim is not the same as a liability determination

Commissioner Nash asked Attorney Foreman to explain bullet number four. Attorney Foreman responded that if the County or ACCI receives a claim after the warranty period has expired then the liability would rest solely with that party.

Attorney Foreman stated that water management is looking at the project and the issue of fill in off-site wetlands. Commissioner Williams commented that Suwannee River Water Management ("SRWM") knew about the fill over a year ago. ACCI asked

them to look at the issue. Commissioner Williams also stated that he did not know where the amount of fill that was reported came from but he would like someone to tell him how they determined the amount.

Commissioner Nash asked if a homeowners house floods as a result in two years and one day, who do they sue? Attorney Foreman answered that they may well sue both the County and ACCI, he cannot say. Commissioner Nash asked that if they sued us then we would be on our own. Attorney Foreman responded, yes. Commissioner Williams stated that the adjacent property owners have signed a release. Attorney Foreman stated that he believed the Chairman was referring to other property owners. Commissioner Nash replied, yes. Commissioner DePratter asked if there were any adjacent homeowners. Attorney Foreman replied no but that water flows. Attorney Foreman stated that there is risk there.

No Assignment of Rights

The County offered to assign any claims made by the County against HDR, Inc. or Donald F. Lee & Associates to ACCI. ACCI rejected the offer and asked for the rejection to be included in this agreement.

Commissioner Williams commented that he felt that if anyone was going to sue either or both of these it should be the County, they were working for the County not the contractor. But for two years we are locked into an agreement with ACCI to satisfy SRWM. Attorney Foreman responded that the County and ACCI will jointly share any costs that may occur for a period of two years. Commissioner Frisina asked that if SRWM comes in and tells us what we need to do to fix any issues and we fix the issues to their satisfaction are "others" still able to make claims. Attorney Foreman replied yes.

General Provisions

- Attorney's Fees and Costs are not shifted; each party will pay their own attorney fees and costs
- Compromise of Disputed Claims; neither party admits nor denies any wrong doing
- Jurisdiction and Venue; the case was filed in Columbia County, Florida
- Dismissal of Action; a mutual dismissal with prejudice will occur following the payment of the \$750,000 settlement amount and the payment of the retainage. The filing of the dismissals will close the case. Attorney Foreman explained the term "with prejudice" means that the case cannot be filed again and these issues are over and done with.

Why Settle

A settlement will finalize all matters related to this case and eliminates potential risks that the other party might prevail and it caps the costs incurred. At this time

attorney fees are in excess of \$147,000. A settlement brings finality to the issue. Another positive is that claims against third parties survive this settlement.

Discussion

Commissioner Phillips asked Attorney Foreman to give an estimate of attorney costs to bring this case to trial. Attorney Foreman replied that trial counsel has estimated at least another \$200,000. If the settlement is not accepted, the next step is to amend the complaint to include third parties; this will increase costs and time.

Citizen Stewart Lilker ask why the County is paying ACCI \$750,000. Attorney Foreman responded that it was the negotiated settlement.

Commissioner Williams offered his opinion:

He stated that what we are really talking about is \$750,000. ACCI is going to get the retainage. Retainage is when a contractor gets a draw, a percentage of that draw goes into retainage and at the end of the job when everyone signs off on it, he gets that retainage. That's the contractor's money anyway, they have earned that money. You cannot count the retainage in the equation.

He said, we could roll the dice and come up with a seven or eleven but you might come with snake eyes also and that's the part that gets him. He stated that some people have said that the letter that has surfaced doesn't have anything to do with it and doesn't hold water. He thinks that is hogwash. He stated that everyone on the Board except himself and maybe Miss Scarlet are new to this project. DOT started this project in 1975 or 76. They dropped the project because the alignment took it through the ancient sinkhole that we found when we took over the project. We knew that there were problems on the job; we knew there was a dispute between the contractor and HDR. When you let the person that designed the job and inspect the job, nothing is going to be wrong. That should have never happened; staff admitted that in the letter. We know there was a problem with the dirt and we know that was fixed. He thinks we will come up with snake eyes. He thinks that there is enough evidence on that job to show that there was a clash between individuals and the contractor. The one that stands out the most to Commissioner Williams is when a D8 bulldozer could not go down the road when the lime rock was being laid. The contractor said there was a problem; the engineer said there was nothing wrong with it. The contractor refused to continue, the County had to install a french drain. He feels that if the County had not stepped in and overridden HDR and our engineers, that road would have failed.

He stated that the milling can do wonders in his district, he can put milling on roads that are never going to be paved to stabilize them and that road will serve the constituents that use it better. At \$15 a ton, we can fix a lot of roads that way.

He wants to settle this case, get it behind us and move on. He stated that there is enough fault to go around for everybody.

Commissioner Nash offered his opinion:

His understanding of the claim filed is that HDR and John Colson delayed construction into the rainy season and cause the damage to the slopes. The Commissioners met with Nabors and Giblin and were briefed on what was going to happen with the case. Each Commissioner was called to Attorney Foreman's office and informed that there was an offer of \$500,000 and \$1 million in milling and he is unsure of what the offer was for the slopes at that time. After the meeting, we did the calculations of the millings and it would have taken us 15, 20, 30 years to use that with the current three year usage. Because of the offer, a shade meeting took place on December 4, 2015. After the shade meeting the consensus of the Board was to go to mediation and to offer \$500,000, a three year warranty and they are responsible for the dirt.

He stated that the important part of this is that at this point the attorneys quit defending the case, and started settling the case. We went to mediation; spent 8 to 9 hours and came to an impasse. Our last offer was \$600,000, ACCI warranty the slopes and would be responsible for the dirt. ACCI came back with today's proposal of \$750,000, \$750,000 milling purchase and at that time there was no 50/50 split. We went back to the table and now there is a 50/50 split. At this point this board has not been presented with any facts. All we have is an opinion from Dr. Ellis and a compaction study.

He gave some history of the road; Staff, HDR and Mr. Colson were in charge of the road. We did the side closest to Lowe's (he calls it the south side) We ran into problems, there was a change order, we investigated, it cost roughly \$1,000,000. Started constructing the slopes on the north side and there was a valued engineer change order of proposal. To change the slope, to lower the slope, to change the speed, etc. Mr. Colson and HDR opposed it. It never came before this Board for to do and it went away. At that point, Mr. Colson and HDR were removed from the job and staff took it over and went to completion.

He stated, now we get to the settlement, you want to give \$750,000 in cash, our expert says anywhere from 750 to 300, so I agree with that. But now we are at \$750,000 for millings at \$15 a ton. That is 50,000 tons. Our present use is 15, 20, 30 years, but to make this work we asked staff to identify roads that we can add milling to and stabilize the road. Today we use lime rock to do that at \$11 a ton. This will cost the county an extra \$200,000 to use milling instead of lime rock. He feels that lime rock works great. He stated that using this milling will cost the Road Department extra money and time. He asked where all these roads that need the milling came from.

He briefly spoke about the slope repair.

He said that the big question is how much dirt is in the swamp from this project, he stated that he was told that it would cost \$20,000 to find out. He stated that the Board isn't willing to spend \$20,000 to find out but will pay \$1.5 million to settle a law suit. His opinion of the milling purchase in the settlement is just "window dressing". It has been alleged that there is up to 40,000 cubic yards in the swamp. Let's say there is 20,000, that would take 1,111, 18 yard dump truck loads. If you took 10 truckloads per day it would take 3.5 months to move that much dirt. That dirt will filter into Harris Lake and cause flooding. After two years, that will be our responsibility. He wanted to give ACCI \$750,000 and the County cleans up the dirt and ACCI warranty the slopes. This would have reduced the risk of the flooding and saved money.

He believes that the tax payers are entitled to the truth. HDR and Mr. Colson have been blamed for delaying the construction but he has not seen anything to support this. This Board was given no facts to use in making this decision, only assumptions. He feels that the Board is just buying out because they don't want to deal with it.

\$18 million dollars was spent to build that road, Commissioner Nash cannot understand why we should settle without any facts.

Commissioner Williams responded to Commissioner Nash's opinion.

Commissioner DePratter offered his opinion:

He stated that he believes that the value change order did come before this Board, was discussed and we voted no. He has 160 plus miles of dirt roads that will greatly benefit from the milling. He is in favor of getting the milling at a discount to help the people in his district.

He cannot see the dirt causing problems but there are a lot of "if's" in this. He feels that putting an end to this is the best thing to do.

Commissioner Frisina offered her opinion:

She stated that when this first started back in September, after talking with Staff and Council and hearing the facts and figures, she did not feel that settling was the best option. However, due to additional discussions and information, she feels that this settlement is best for cost avoidance. She doesn't want to take the chance of possibly paying more than \$750,000. It isn't her money that she would be risking; it is the people's money.

She has seen how well millings work to stabilize a road. At the normal cost of \$22 per ton, millings are cost prohibitive for us. We never know when we will have another hurricane summer. She loves lime rock but stated that it cannot hold a candle to what millings can do.

Commissioner Nash responded to Commissioner Frisina's opinion.

Commissioner Williams responded to Commissioner Nash.

Commissioner Phillips stated that he is in favor of the millings.

Commissioner Williams made the motion to accept the settlement offer.

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: May 24, 2016

Meeting Date: June 2, 2016

Name: Kevin Kirby

Department: Operations

Division Manager's Signature:  _____

1. Nature and purpose of agenda item: Declaration of Surplus Property.

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>
-------------	-----------	---------------

For Use of County Manger Only:


- Consent Item
- Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Everett Phillips
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Kevin Kirby, Assistant County Manager
FROM: Ed Lontz, Solid Waste Director 
DATE: May 17, 2016
SUBJECT: Surplus Property Request

Please be advised that the Solid Waste Department has items in our inventory that are no longer usable and/or serviceable; I would like to request that the items be declared surplus and sold at the next auction.

Surplus Items:

1. 1986 GMC Fuel Truck Asset # 4863

This truck is 30 years old, body is in poor condition, fuel cargo tank is collapsing and leaks, brakes are worn out, doesn't hold air pressure, gauges don't work, windows won't roll up and parts are obsolete.

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

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

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: May 26, 2016

Meeting Date: June 2, 2016

Name: David Kraus/Chad Williams

Department: Stormwater Mitigation

Division Manager's Signature: 

1. Nature and purpose of agenda item: To Authorize the purchase of the home at 315 SW Beth Avenue listed at \$8,400 as Stormwater Mitigation property

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

2. Fiscal impact on current budget.

Is this a budgeted item?

N/A

Yes Account No. 001-3750-575.30-10

No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

Consent Item [] Discussion Item

MEMORANDUM

TO: Columbia County Board of County Commissioners
FROM: David Kraus, Risk Manager
Chad Williams, County Engineer
Shayne Morgan, Emergency Management Director

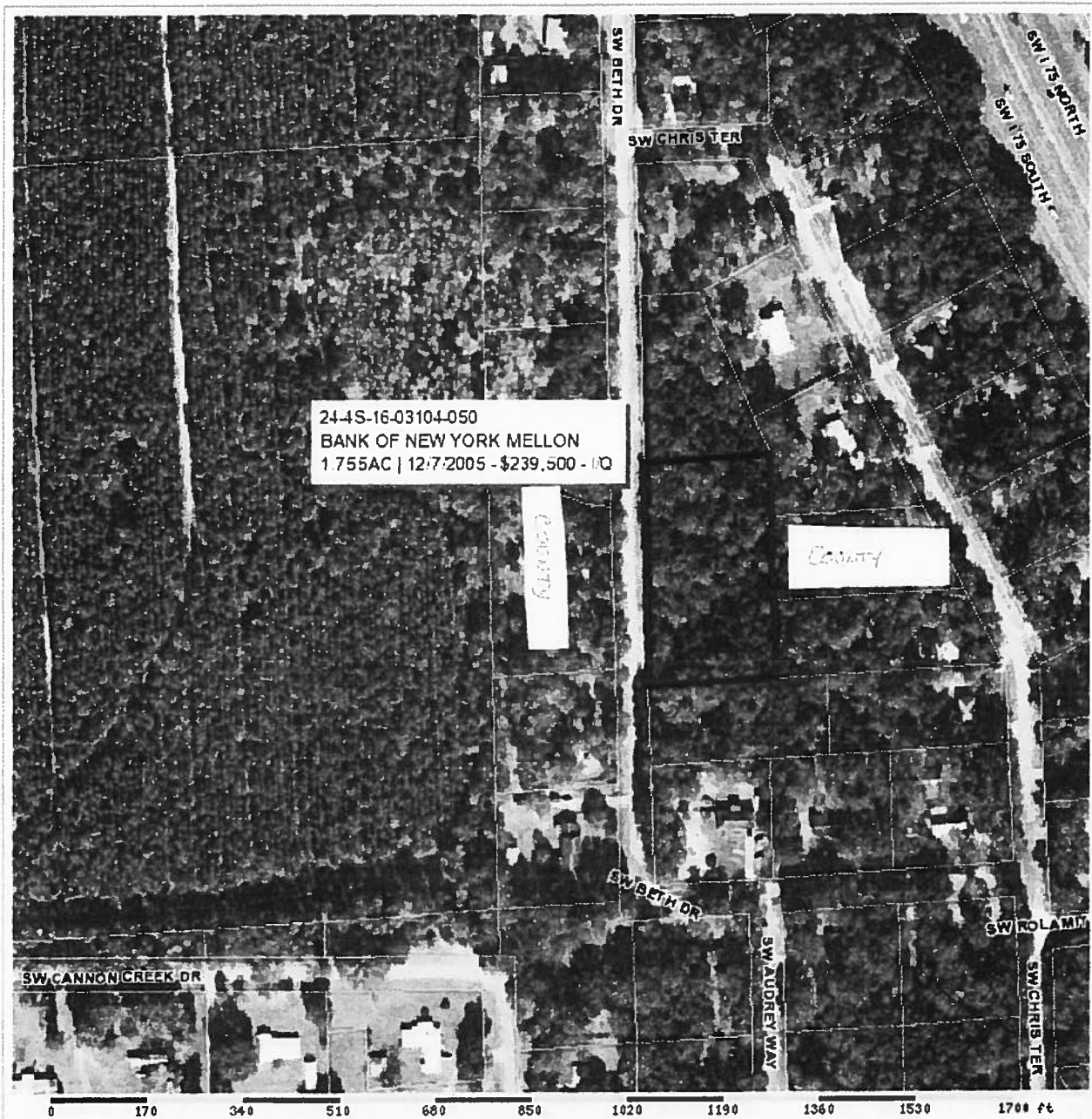
Date: May 26, 2016

RE: Sparr/Beth HMGP – 315 SW Beth.

The home at 315 SW Beth Avenue has flooded on multiple occasions. Prior to Tropical Storm Debby, it was rebuilt and sold. During Tropical Storm Debby, the home again experienced significant damage due to flooding. The original Hazard Mitigation Grant Program (HMGP) award for the Sparr/Beth project included this property. As part of the HMGP project, the County acquired and demolished the home immediately across the street. The County has also acquired the adjacent property immediately behind this parcel on Chris Terrace for demolition as flood mitigation. 315 SW Beth Avenue is in the middle of stormwater/flood mitigation area.

Under the FEMA HMGP grant, the County was authorized to purchase this property at appraised value. Participation by the property owners is strictly voluntary. The County attempted to purchase the property for \$75,000 after adjusting for the duplication of FEMA benefits. However, the County could not reach an agreement with the banks that handled the mortgages on the property. Because of the inability to reach a voluntary purchase agreement, the property was pulled out of the HMGP grant.

On March 30, 2016, the Bank of New York Mellon acquired the property and has now placed the property up for sale at a listing price of \$8,400. County staff is concerned that if sold, the home may be rebuilt again and will flood again. We are requesting the Columbia County Board of County Commissioners authorize the purchase of 315 SW Beth Avenue using \$8,400 from existing stormwater mitigation funds.



Columbia County Property Appraiser

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

PARCEL: 24-4S-16-03104-050 - VACANT (000000)

LOTS 41 & 44 CANNON CREEK ACRES S/D. ORB 462-361 796-495 , ORB 1037-2719, WD 1058-2671, WD 1067-2255 CT 1312-599

NOTES:

Name: BANK OF NEW YORK MELLON		2015 Certified Values	
Site:	315 SW BETH DR	Land	\$14,990.00
Mail:	C/O 3217 S DECKER DR	Bldg	\$0.00
	SALT LAKE CITY, UT 84119	Assd	\$14,990.00
Sales	3/16/2016 \$100.00 V / U	Exmpt	\$0.00
Info	12/7/2005 \$239,500.00 I / Q	Taxbl	
		Cnty \$14,990	
		Other \$14,990 Schl \$14,990	



IN THE CIRCUIT COURT OF THE THIRD JUDICIAL
CIRCUIT, IN AND FOR COLUMBIA COUNTY,
FLORIDA.

CASE No. 15000175CA

[Signature] Inst: 201612005330 Date 3/30/2016 Time: 1:29 PM
Doc: Stamp-Deed.0.70
DC, P. DeWitt Cason, Columbia County Page 1 of 1 B: 1312 P 599

BANK OF NEW YORK MELLON, F/K/A THE BANK
OF NEW YORK, AS TRUSTEE, ON BEHALF OF THE
HOLDERS OF THE ALTERNATIVE LOAN TRUST
2005-80CB, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-80CB,

PLAINTIFF,

VS.

CHARLES NICHOLSON, ET AL.

DEFENDANT(S)

CERTIFICATE OF TITLE

2016 MAR 29 1:14:00

The undersigned Clerk of the Court, certifies that she/he executed and filed a Certificate of Sale in this
action on 3/16/16 for the property described herein and that no objections
to the sale have been filed within the time allowed for filing objections.

The following described property in Columbia County, Florida:

Lots 41 and Lot 44, Cannon Creek Acres, a subdivision according to the Plat thereof recorded in Plat
Book 4 Pages 56-56A of the Public Records of Columbia County, Florida.

was sold to Bank of New York Mellon, f/k/a The Bank of New York, as trustee, on behalf of the holders
of the Alternative Loan Trust 2005-80CB, Mortgage Pass-Through Certificates, Series 2005-80CB, c/o
Select Portfolio Servicing, Inc., 3217 S. Decker Lake Dr., Salt Lake City, UT 84119.

Witness my hand and seal of the Court on this 28 day of March, 20 16



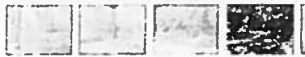
(SEAL)

CLERK OF THE CIRCUIT COURT

By: *[Signature]*
Deputy Clerk of Court



315 SOUTHWEST BETH DRIVE, LAKE CITY, FL 32024



315 SOUTHWEST BETH DRIVE LAKE CITY, FL 32024

Like Tweet

Commercial Lots
 Price: **\$8,400**
 MLS Number: 374191

Community Information for
 315 Southwest Beth Drive, Lake City, FL 32024

[What's Nearby](#)
[Nearby Schools](#)
[Nearby Sold Listings](#)
[Community Stats](#)



PATRICIA MOSER
 MOBILE: (352) 538-1773
 OFFICE: (386) 462-4020
[My Listings](#) [Contact Me](#)

Description of 315 Southwest Beth Drive, Lake City, FL 32024

Oversized lot in Cannon Creek Acres! Easily accessed from Sisters Welcome Road or CR 212. This 1.76 acre property does have an abandoned home and detached garage, both of which have been deemed uninhabitable due to flooding. Buyers should satisfy themselves as to the property's potential future use(s).

Features for 315 Southwest Beth Drive, Lake City, FL 32024

Lot acreage is: 1.76
 Lot on municipal road
 Subdivision: Out of Area
 Well water
 Tax year: 2015

Estimated Mortgage Payments for 315 Southwest Beth Drive, Lake City FL 32024

The approximate monthly Principal & Interest payment for this property would be **\$39.44**. This payment is based on a 30-year loan at a fixed rate of 4.75% with a down payment of \$840. Actual lender interest rates and loan programs may vary.

Use our [Mortgage Payment Calculator](#) to determine a more exact payment estimate.

315 Southwest Beth Drive Lake City FL 32024

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Client: Columbia County Board of County Commissioners File No. 14-15730R
 Property Address: 315 SW Beth Dr
 City: Lake City County: Columbia State: FL Zip Code: 32024
 Owner: Charles Nicholson & Kimberly Bennett JT/WRS

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- Appraisal Report** (A written report prepared under Standards Rule 2-2(a) pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Appraisal Report** (A written report prepared under Standards Rule 2-2(b) pursuant to the Scope of Work as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:
 -- The statements of fact contained in this report are true and correct.
 -- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
 -- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
 -- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
 -- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
 -- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
 -- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
 -- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
 -- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
 -- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal)
My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 6-12 months

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

This appraisal report is prepared for the sole and exclusive use by the Client as identified elsewhere in the report. The Intended Use is to evaluate the property that is the subject of this appraisal to assist client in purchase of the subject property, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form and Definition of Market Value. No additional Intended Users are identified by the appraiser. The appraiser is not a home inspector. This report should not be relied upon to disclose any conditions present in the subject property. The appraisal report does not guarantee that the property is free of defects. A professional home inspection is recommended.

The intended user should be aware that the term "Inspection" may be found on this standard appraisal form. The appraiser is required to use this form, and cannot modify it. The term inspection found anywhere in this report is to mean a "Personal Visual Inventory" of the subject's or comparable property's components. This is opposed to a "Home Inspection," which investigates the appropriateness and soundness of various components of the improvements.

Date of Inspection: 09/11/2014; Effective Date: 06/26/2012 (Retrospective); Date of Report: 09/30/2014

APPRAISER:

Signature: 
 Name: George H. Brandon, SRA
 State Certification #: Cert Gen RZ125
 or State License #: _____
 State: FL Expiration Date of Certification or License: 11/30/2014
 Date of Signature and Report: 09/30/2014
 Effective Date of Appraisal: 06/26/2012
 Inspection of Subject: None Interior and Exterior Exterior-Only
 Date of Inspection (if applicable): 09/11/2014

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date of Signature: _____
 Inspection of Subject: None Interior and Exterior Exterior-Only
 Date of Inspection (if applicable): _____

Uniform Residential Appraisal Report

File # 14-15730R

The purpose of this summary appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property.

Property Address 315 SW Beth Dr City Lake City State FL Zip Code 32024
 Borrower N/A Owner of Public Record Charles Nicholson & Kimberly Bennett J County Columbia
 Legal Description Lots 41 & 44 Cannon Creek Acres
 Assessor's Parcel # 24-4S-1E-03104-050 Tax Year 2012 R.E. Taxes \$ 2,136
 Neighborhood Name None Map Reference County Census Tract 1106.01
 Occupant Owner Tenant Vacant Special Assessments \$ 0 PUD HOA \$ 0 per year per month
 Property Rights Appraised Fee Simple Leasehold Other (describe)
 Assignment Type Purchase Transaction Refinance Transaction Other (describe)
 Lender/Client N/A Address
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No
 Report data source(s) used offering price(s) and date(s) Multiple Listing Service Owner

I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$ Date of Contract Is the property seller the owner of public record? Yes No Data Source(s)
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid. \$0 None Known

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends			One-Unit Housing		Present Land Use %			
Location	Urban	Suburban	Rural	Property Values	Increasing	Stable	Declining	PRICE	AGF	One-Unit	60 %	
Built-Up	Over 75%	25-75%	Under 25%	Demand Supply	In Balance	Over Supply		\$ (000)	(yrs)	2-4 Unit	%	
Growth	Rapid	Stable	Slow	Marketing Time	Under 3 mths	3-6 mths	Over 6 mths	50	Low	5	Multi-Family	%
Neighborhood Boundaries	Neighborhood boundaries are considered to be the Hwy 90 to the north, SR. 47 to the east, CR 242 to the south, and Birley Road to the west.						350	High	75	Commercial	10 %	
Neighborhood Description	See Attached Addendum.						150	Pred.	25	Other	V30 %	

Market Conditions (including support for the above conclusions) See Attached Addendum

Dimensions See attached survey; Area 32,670 sf Shape Rectangular View N Res.
 Specific Zoning Classification RR Zoning Description Residential Very Low Density (1 du/ac or lot of record)
 Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No describe

Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private
 Electricity Gas Water Sanitary Sewer Community-Typical Street Asphalt
 FEMA Special Flood Hazard Area Yes No FEMA Flood Zone A & X FEMA Map # 12023C0293C FEMA Map Date 02/04/2009
 Are the utilities and off-site improvements typical for the market area? Yes No If No describe
 Are there any adverse site conditions or external factors (leasements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes describe
 See Attached Addendum

General Description			Foundation		Exterior Description		materials/condition		Interior		materials/condition	
Units	One	One with Accessory Unit	Concrete Slab	Crawl Space	Foundation Walls	CCB-G	Floors	Cpt. Tile-G				
# of Stories	1		Full Basement	Partial Basement	Exterior Walls	Vinyl-G	Walls	DW-G				
Type	Det	Att S-De' End Unit	Basement Area	0 sq ft	Roof Surface	Fib. Shingle-G	Trim Finish	Wood-G				
Existing	Proposed	Under Const.	Basement Finish	0 %	Gutters & Downspouts	None	Bath Floor	Tile-G				
Design (Style)	Ranch		Outside Entry Ext	Sump Pump	Window Type	Alum S/H-G	Bath Wainscot	Tile F/G-T/S-G				
Year Built	1995		Evidence of	Infestation	Storm Sash/Insulated	Insulated-G	Car Storage	None				
Effective Age (Yrs)	5		Dampness	Settlement	Screens	Yes-G	Driveway	# of Cars	2			
Attc	None		Harbng	FWA HWBB Radiant	Amenities	Woodstove(s) # 0	Driveway Surface	Concrete				
Drop Star	Stars		Other	Fuel Electric	Fireplace(s) #	1	Fence	None				
Floor	Scuffie		Cooling	Central Air Conditioning	Patio Deck	C.Pto	Porch Screen Pch	Carport	# of Cars	0		
Finished	Heated		Individual	Other	Pool	None	Other	None	Att.	Det.	Built-in	

Appliances Refrigerator Range Oven Dishwasher Disposal Microwave Washer/Dryer Other (describe)
 Finished area above grade contains 8 Rooms 3 Bedrooms 2.0 Bath(s) 1,999 Square Feet of Gross Living Area Above Grade
 Additional features (special energy efficient items, etc.) Screen Porch, Covered Patio, Fireplace, 24' x 24' Work Shop.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.) C3 Kitchen-remodeled-less than one year ago. Bathrooms-remodeled-less than one year ago. The subject improvement is a one-story single family home that has been extensively remodeled over the past five to seven years and is in good condition. The interior of home has been completely remodeled due to previous flood.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes describe
 The appraiser is not a general contractor or an engineer, as a result, the structural integrity of the improvement is not warranted by the appraiser.

Does the property generally conform to the neighborhood (functional utility style condition use construction, etc.)? Yes No If No describe
 The improvement has a functional floor plan and conforms with the neighborhood area.

Uniform Residential Appraisal Report

File # 14-15730R

There are 10 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 167,000 to \$ 200,000		There are 4 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 165,000 to \$ 190,000					
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3			
Address	315 SW Beth Dr Lake City, FL 32024	157 SW Stafford Ct Lake City, FL 32024	198 SW Fantasy Gln Lake City, FL 32024	272 SW Short Leaf Dr Lake City, FL 32024			
Proximity to Subject		1.76 miles NW	2.74 miles W	2.57 miles W			
Sale Price	\$	\$ 165,000	\$ 190,000	\$ 174,900			
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 87.44 sq.ft.	\$ 99.69 sq.ft.	\$ 86.84 sq.ft.			
Data Source(s)		MLS#78131, Pub Rec, DOM 183	MLS#80118, Pub Rec, DOM 59	MLS#77893, Pub Rec, DOM 116			
Verification Source(s)		Realtor/MLS	Realtor	Realtor			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing Concessions		Arm.Lth Conv.0		Arm.Lth Conv.0		Arm.Lth Conv.0	
Date of Sale Time		s11/11,c11/11		s04/12,c03/12		s09/11,c08/11	
Location	N.Res.	N.Res.		N.Res.		N.Res.	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	32,670 sf	21,730 sf	+2,500	1.01 ac	0	24,394 sf	+2,500
View	N.Res.	N.Res.		N.Res.		N.Res.	
Design (Style)	DT1,Vinyl	DT1,Stucco		DT1,Stucco		DT1,Brick	-5,000
Quality of Construction	Q4	Q4		Q4		Q4	
Actual Age	17	7	-5,500	15	+6,400	6	-5,900
Condition	C3	C3		C3		C3	
Above Grade Room Count	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths	
	8 3 2.0	7 3 2.0	0	7 3 2.0	0	8 3 2.0	
Gross Living Area	1,939 sq.ft.	1,887 sq.ft.	+4,500	1,906 sq.ft.	+3,800	2,014 sq.ft.	0
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	CH&A	CH&A		CH&A		CH&A	
Energy Efficient Items	HP,Ins,Windows	Similar		Similar		Similar	0
Garage/Carport	2ga2dw	2ga2dw		2ga2dw		2ga2dw	
Porch/Patio/Deck	C.Pto,Scm Pch	Porch,S.Porch		Porch,S.Porch		Porch,S.Porch	0
Amenities	Wk Shp	Stg,bldg,Fen	+5,000	Ing Pool	-15,000	None	+10,000
Additional Amenities	FP	None	+2,500	Str Bldg,Fen,FP	-3,500	None	+2,500
Excess Lot	1 Acre +/- lot	None	+7,500	None	+7,500	None	+7,500
Net Adjustment (Total)			\$ 16,500		\$ -800		\$ 11,600
Adjusted Sale Price of Comparables			\$ 161,500		\$ 189,200		\$ 186,500
Net Adj: 10.0% Ver Adj: 0.4% Net Adj: 6.6% Gross Adj: 16.7% Gross Adj: 19.1% Gross Adj: 19.1%							

did not research the sale or transfer history of the subject property and comparable sales. If not explain:

My research did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
 Data Source(s) Public Records
 My research did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.
 Data Source(s) Public Records

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	Public Records	Public Records	Public Records	Public Records
Effective Date of Data Source(s)	06/26/2012	06/26/2012	06/26/2012	06/26/2012

Analysis of prior sale or transfer history of the subject property and comparable sales: The subject property has no other prior sales history in the past 36 months. The four sales have no other prior sales history in the past 12 months.

Summary of Sales Comparison Approach See Attached Addendum

Indicated Value by Sales Comparison Approach \$ 188,000

Indicated Value by: Sales Comparison Approach \$ 188,000 Cost Approach (if developed) \$ Income Approach (if developed) \$

In this instance, only the Sales Comparison Approach was relied on in valuing properties similar to the subject. The Cost Approach was not developed due to the difficulty in estimating accrued depreciation and is not typically relied on when valuing residential properties within this market. The Income Approach was not developed because it is not typically relied on in valuing properties which are not typically income producing.

This appraisal is made "as is" subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: This appraisal is based on the extraordinary assumption noted in the addendum of the report.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 188,000 as of 06/26/2012, which is the date of inspection and the effective date of this appraisal.



Columbia County Property Appraiser

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

PARCEL: 24-4S-16-03104-050 - VACANT (000000)
 LOTS 41 & 44 CANNON CREEK ACRES S/D. ORB 462-361.796-495 , ORB 1037-2719. WD 1058-2671, WD 1067-2255, CT 1312-599.

NOTES:

Name: BANK OF NEW YORK MELLON		2015 Certified Values	
Site:	315 SW BETH DR	Land	\$14,990.00
Mail:	C/O 3217 S DECKER DR	Bldg	\$0.00
	SALT LAKE CITY, UT 84119	Assd	\$14,990.00
Sales	3/16/2016 \$100.00 V/U	Exmpt	\$0.00
Info	12/7/2005 \$239,500.00 I/Q	Other:	\$14,990 Schl: \$14,990



This information, updated 5/5/2016, was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

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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 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 5/26/16 Meeting Date: 6/2/16

Name: Ben Scott Department: Administration

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item: MOU with Florida Department of Veteran's Affairs.

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

2. Fiscal impact on current budget.

Is this a budgeted item? N/A Yes Account No. 001-5300-553.30-44 No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM TO AMOUNT

For Use of County Manger Only:

Consent Item [] Discussion Item

Memorandum of Agreement
between
Florida Department of Veterans' Affairs
and
Columbia County
on behalf of the
County Veteran's Service Officer

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Memorandum of Agreement Between
Florida Department of Veterans' Affairs (FDVA)
and Columbia County Veteran's Service Office

1. Purpose

In order to create greater efficiencies through cooperation as contemplated by Section 163.01, Florida Statutes, this Memorandum of Agreement (herein referred to as "MOA") establishes and formalizes the interlocal relationship between the State of Florida Department of Veterans' Affairs (herein referred to as "FDVA") and Columbia County, a political subdivision of the State of Florida, on behalf of the County Veteran's Service Officer (herein referred to as "the County") under Section 292.11, Florida Statutes, as an authorized user of FDVA's VetraSpec technology acquired through its contract with DataSpec, Inc., Contract No. FDVA-ITN-15-004N, to manage veterans' case files and records in furtherance of FDVA's mission to advocate with purpose and passion for Florida veterans and link them to superior services, benefits and support. In this MOA, FDVA and the County will collectively be known as "the Parties."

2. Background

VetraSpec is a secure, web-based application that FDVA has purchased and implemented as a solution to track veterans' claims, and assist veterans and eligible dependents in accessing all benefits to which they may be entitled.

FDVA makes this application available for authorized users of FDVA and Florida County Veteran Service Officers (herein referred to as "CVSOs") that have paid, directly to DataSpec, Inc., for the licenses to receive services. Qualifying CVSOs become authorized users through the execution of this MOA and in compliance with the terms and conditions of this agreement.

FDVA, in its sole discretion, shall determine if a person qualifies as an authorized user of the FDVA VetraSpec application (herein referred to as "VetraSpec").

3. Scope

The Parties to this MOA agree to be bound by its terms and conditions governing access to VetraSpec by authorized users. Authorized users of VetraSpec shall be responsible for the confidentiality of veteran records and shall not access records of veterans for whom the authorized user does not have specific, written authorization to access on behalf of the veteran.

This MOA applies to all FDVA's VetraSpec authorized users that may include CVSOs; system administrators; and system users.

No person shall have access to VetraSpec without first being approved by FDVA, in writing, as an authorized user.

Authorized users shall operate, at all times, in compliance with the terms and conditions of this MOA and at the express direction of the FDVA.

Memorandum of Agreement Between
Florida Department of Veterans' Affairs (FDVA)
and Columbia County Veteran's Service Office

4. Roles and Responsibilities

4.1 FDVA shall:

4.1.1 Approve qualifying persons as authorized users and coordinate access to VetraSpec for intended use under this MOA.

4.1.2 Monitor usage of VetraSpec by authorized users through compliance checks and quality assurance measures, including conducting audits of authorized user VetraSpec credentials and written authorizations from veterans allowing authorized users to access veteran records.

4.1.3 Ensure all authorized users receive training by DataSpec, Inc., for use of VetraSpec prior to gaining rights and credentials to access and work within the application, and partake in additional training should VetraSpec upgrades so require.

4.1.4 Freely cooperate with authorities legally empowered to investigate, audit, or otherwise review the procedures, data and conduct including the operation and its authorized users under the licensed database held by FDVA.

4.1.5 Report any violation of intended use of accessing VetraSpec under the licensed FDVA database. All violations shall be promptly reported to FDVA and DataSpec, Inc.

4.1.6 Revoke authorized user access to the FDVA VetraSpec database for those whom, in the sole discretion of FDVA, have been deemed to have violated the intended use of the application.

4.1.7 Maintain all electronic discharges that are in the possession of FDVA will be maintained in VetraSpec under the "FDVA" office code.

4.2 County shall:

4.2.1 Pay the annual fee per user in the amount of \$399.00, or subsequently-assessed current rate, to DataSpec, Inc. All payments are billed annually on anniversary of signing up for the system and are due and payable to DataSpec, Inc., in accordance with Chapter 218, Part VII, Florida Statutes.

4.2.2 Provide the resources necessary, including computer hardware, software, and personnel support, to effectively operate VetraSpec by each authorized user.

4.2.3 Allow only accredited County Veteran' Service Officers ("CVSOs") under Section 292.11, Florida Statutes, representing or assisting veterans and eligible dependents within the authorized user's office, to access and use VetraSpec. For purposes of this MOA, "authorized user" means any person appointed or designated by FDVA, in writing, to act on behalf of, or in place of a veteran or veteran's eligible dependent.

Memorandum of Agreement Between
Florida Department of Veterans' Affairs (FDVA)
and Columbia County Veteran's Service Office

4.2.4 Access or view only files within the County as authorized by the veteran or eligible dependent, or as required and essential to assisting the veteran or eligible dependent in accessing benefits to which they may be entitled.

4.2.5 Cooperate fully in the mandate that: if a veteran or eligible dependent chooses representation outside his or her home county, the home county office will not access or view that veteran's file unless subsequently authorized to do so, in writing, by the veteran or veteran's eligible dependent which authority can only be granted when the power granted supersedes and replaces the earlier authorization.

4.2.6 Ensure that all inquiries and use of veterans' records are "For Official Use Only." To verify that all access to VetraSpec is "For Official Use Only," authorized users must comply with the following requirements:

(a) Have and keep on file written authorization for release of information, including written appointment of authorized agent, if applicable, executed by the veteran or eligible dependent for whom information is being accessed.

(b) Ensure that all work and inquiries pertaining to a veteran's file shall be limited to, and shall not exceed, the scope of the specific purpose in assisting the veteran and eligible dependent.

(c) Access records of discharges from the US Armed Forces in the possession of FDVA that are not part of an active claim, provided that the authorized user accessing the discharge record has authorization in accordance with section 4.2.6(a).

(d) Ensure that all discharge records in the possession of FDVA will not be viewed outside the scope of official business.

(e) Obtain and review a copy of the release of a discharge to verify that a veteran has authorized access to the record, or if the veteran is deceased, that a qualified official has signed on behalf of the veteran or dependent.

4.2.7 Abide by the existing policies and instructions, as listed in Appendix A to this MOA, for supporting the transmission, use, release, or storage of veterans' and dependents' information.

4.2.8 The Parties acknowledge that VetraSpec facilitates access to data that is protected by State and Federal law. Therefore, strict adherence to the terms and conditions of this MOA are of paramount importance for both Parties to achieve legal compliance. Recognizing that all information in the VetraSpec database is subject to the public records laws of the State of Florida, protecting the privacy of veterans and dependents is imperative. Information obtained under this agreement shall only be disclosed to persons to whom disclosure is authorized under Florida and Federal law. CVSOs shall not use or disclose any information received from VetraSpec under this MOA that is identified as confidential or exempt from public disclosure in accordance

Memorandum of Agreement Between
Florida Department of Veterans' Affairs (FDVA)
and Columbia County Veteran's Service Office

with Chapter 119 and Section 282.318, Florida Statutes, and HIPAA Privacy and Security Rules. Disclosure is restricted to authorized intended uses to assist the veteran or eligible dependent. No information may be disclosed outside these limits without written consent from the veteran and eligible dependents.

Any person who willfully and knowingly violates any of the provisions of this section may be charged with noncriminal infractions up to a third degree felonies as provided in Section 119.10, Florida Statutes, and subject to penalties found in Chapter 775, Florida Statutes. In addition, any person who knowingly discloses any information in violation of HIPAA may be subject to criminal sanctions and civil liability. The duty of each CVSO, to maintain confidentiality of information under this section, continues and survives beyond the term of this MOA or separation from employment by the County.

4.2.9 Information from veterans' files will only be used to assist veterans and eligible dependents. At no time will any CVSO use information for any other purposes including but not limited to:

- Recruitment for membership to organizations, including veterans' organizations.
- Solicitation for firms, whether "for profit" or "not for profit" organizations, seeking to do business with veterans.
- Listing of names for inclusion or inscription on monuments or memorials.

4.2.10 All requests for customization of access to VetraSpec or its reporting or other capabilities shall be submitted to FDVA, in writing, for consideration. FDVA will determine if such customization is beneficial to the State, and if approved, FDVA will submit the request to DataSpec, Inc.

5. Terms of the Agreement and Period of Effectiveness

This MOA will be effective on the date last signed below by the Parties, and will be reviewed annually by the signatories or successors. This MOA shall remain in effect until it is modified or terminated by the Parties. Minor modifications may be made when mutually agreed upon by written addendum, signed by FDVA and the County. Either party, upon 90 days' advance written notice, may terminate this MOA. FDVA may terminate immediately, if, in FDVA's sole discretion, it determines that the County has failed to comply with the terms and conditions of this MOA.

6. FDVA Point of Contact

Alene Tarter
FDVA Director, Benefits and Assistance
727-319-7421
tartere@fdva.state.fl.us

Columbia County Point of Contact

Name: Jeffrey D. Charles
Title: CVSO
Phone: 386-758-1013
E-mail: jcharles@columbiacountyfla.com

Memorandum of Agreement Between
Florida Department of Veterans' Affairs (FDVA)
and Columbia County Veteran's Service Office

7. Execution of Agreement

The Parties have taken all actions necessary and secured all levels of approval to enter into this MOA. Each signatory has legal authority to bind the public entity it represents and hereby signs to memorialize accord with all terms and conditions.

Columbia County

A political subdivision of the State of Florida

By: _____
(printed name)

Signature: _____

Date: _____

ATTEST:

By: _____
Clerk to the Board (printed name)

By: _____
(Signature)

Date: _____

Reviewed as to form and legal sufficiency:

**Florida Department
of Veterans' Affairs**

Colonel Alfred D. Carter, US Army Ret.
Deputy Executive Director

Signature: _____

Date: _____

Reviewed as to form and legal sufficiency:

APPENDIX A

Authority and Reference

5 U.S.C. 552, Freedom of Information Act
38 U.S.C. 5902, Recognition of Representatives of Organizations
45 Code of Federal Regulations, HIPAA Privacy
Privacy Act of 1974 as amended by 5 U.S.C. 552a
Section 1106 (A), Social Security Act
Florida Administrative Code, Chapter 55A-3.009, Accreditation to the United States Department
of Veterans Affairs
Florida Statutes 119.10, Public Records
Florida Statutes 292.11, County and City Veteran Service Officer
Florida Statutes 775, General Penalties

Acronyms

HIPAA	Health Insurance Portability and Accountability Act
MOA	Memorandum of Agreement
FDVA	Florida Department of Veterans Affairs
POC	Point of Contact
US	United States
CVSO	County Veteran Service Officer

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: 5/26/16 Meeting Date: 6/2/16

Name: Ben Scott Department: Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item: Permit the annual Chamber of Commerce 4th of July fireworks display.

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>
-------------	-----------	---------------

For Use of County Manger Only:

Consent Item [] Discussion Item



CHAMBER *of* COMMERCE

LAKE CITY • COLUMBIA COUNTY

Chamber Builders:

Anderson Columbia Co., Inc.

City of Lake City

Columbia Bank

Columbia County Board of Commissioners

Florida Power and Light

First Federal Bank of Florida

Florida Gateway College

Gulf Coast Financial Services, Inc.

HAECO

Lake City Medical Center

Lake City Reporter

Meridian Behavioral Healthcare, Inc.

Potash Corp. of White Springs

Shands Lake Shore

TD Bank

VyStar Credit Union

May 18, 2016

RECEIVED

MAY 23 2016

Board of County Commissioners
Columbia County

Honorable, Bucky Nash, Chairman
Columbia County Board of County Commissioners
135 NE Hernando Ave. Ste 203
Lake City, FL 32055

Dear Commissioner Nash:

The Lake City – Columbia County Chamber of Commerce hereby requests the permits necessary to produce the annual 4th of July Firework Celebration. The event will be held on July 4th, 2016 at the Columbia County Fairgrounds/Rodeo Arena. The fireworks will be launched at approximately 9:20pm or when it is dark enough for optimal viewing. The pyrotechnics will be launched by Kynex Inc. Fireworks. Attached is their liability insurance and other necessary information.

For the past several years, it was agreed by all parties that the security of the event would be handled by the CCSO, the traffic control on HWY 90 and surrounding areas leaving the fairground property would be managed by the LCPD, the Lake City Public Works Department would handle the event logistics and the fire control would be handled by the CCFD. The above referenced agencies will have an event logistics meeting preceding the event to ensure all areas of the event are covered.

In previous years, it has been determined to ensure public safety we will need the following:

- Road closure permits for:
 - Bascom Norris Road from CR 247 to Mary Ethel Lane.
 - Mary Ethel Lane from Bascom Norris to CR 247
- Mosquito spray the fairground area, specifically near the Rodeo Arena.
- Have the ability to remotely control the traffic light from the intersection of CR 247 and Bascom Norris.

As always, our goal is to produce a safe, fun, family event for the members of our community. I welcome the opportunity to speak with any member of the board should they have questions or concerns. We appreciate your continued support and cooperation as we plan one of Columbia County's biggest events.

Sincerely,

Dennille Decker

Dennille Decker
Executive Director

162 South Marion Avenue Lake City, FL 32025
Phone (386) 752-3690 Fax (386) 755-7744
www.lakecitychamber.com

FIREWORKS EFFECTS

ASSORTED MINES, ASSORTED COLOR, PEONIES & CHRYSANTHEMUMS – burst resembling a round and weeping flower pattern, **WHISTLES** – a break of color, followed by whistles, **SCREAMING DRAGONS** – a break of bright magnesium colors followed by a loud screaming whistle, **GOLD FLITTER, SILVER OR GLITTER CROSSETTES** – exploding comets crackling into crisscrossing effect, **FANCY STAR SHELLS** – Assorted brilliant colors in various patterns, **SPIDERWEBS** – long hanging fine webs of gold and silver, **TOURBILLIONS** – titanium silver spinning effects, **RINGSHELLS** – assorted ring patterns of different colors of one, two, three, or five colors, **GOLDEN, SILVER, GLITTERING OR CRACKLING PALM TREES** – a palm tree image with trunk-like different forms, **ASSORTED TWO AND THREE COLOR CHANGING CHRYSANTHEMUMS & PEONIES** – two or three distinct color changes that resemble a round and weeping flower pattern, **STROBES** – a variety of bright twinkling shells, **ASSORTED COLOR BROCADES** – a dense golden, silver or assorted color effect ending at the tips with an umbrella-like canopy cascading and following low, **MULTI-BREAK SALUTE SHELLS** – a variety of salute effects that incorporate multiple powerful reports into the display, **ASSORTED COMETS** – bright luminous thick tail with comet-like appearance with various colors, **ASSORTED TIGERTAILS** – similar to comets, **ASSORTED MINES** – projects various types of effect and colored starts that are launched and ignited at a low altitude, **TITANIUM SALUTES** – these shells explode into a burst of brilliant white lights and booming reports, **ASSORTED COLOR & CRACKLING EFFECTS** – assorted color peonies and chrysanthemums with crackling effects, **WILLOWS** – very fine lines with an umbrella like effect cascading slowly, **ETC.**

SHELL COUNTS

	Opening	Body	Finale	Total
2.5	60	420	120	600
3	30	210	240	480
4	36	108	72	216
5	0	72	48	120
6	2	34	0	36
8	1	11	0	12
Cakes	1 (150+)	3 (450+)	5 (750+)	9 (1350+)
				2814+



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Compa 509 W Koenig St Grand Island NE 68802	CONTACT NAME: Kristy Wolfe	
	PHONE (A/C, No, Ext): 308-382-2330	FAX (A/C, No): 308-382-7109
E-MAIL ADDRESS: kwolfe@ryderinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : SCOTTSDALE INS CO		41297
INSURED Kynex, Inc. 7927 156th Terrace Live Oak FL 32060		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

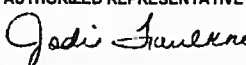
COVERAGES **CERTIFICATE NUMBER:** 1436752255 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CPS2445103	5/16/2016	5/16/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Lake City; Columbia County Chamber of Commerce; Columbia County Resources
Location: Columbia County Fairgrounds 438 FL-247, Lake City, FL 32055
Date of Display: 07/04/2016

CERTIFICATE HOLDER Columbia County Resources 164 SW Mary Ethel Ln Lake City FL 32025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

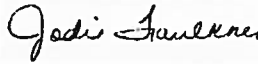
PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Compa 509 W Koenig St Grand Island NE 68802	CONTACT NAME: Kristy Wolfe PHONE (A/C No, Ext): 308-382-2330 E-MAIL ADDRESS: kwolfe@ryderinsurance.com	FAX (A/C, No): 308-382-7109
	INSURER(S) AFFORDING COVERAGE	
INSURED Kynex, Inc. 7927 156th Terrace Live Oak FL 32060	INSURER A : SCOTTSDALE INS CO	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

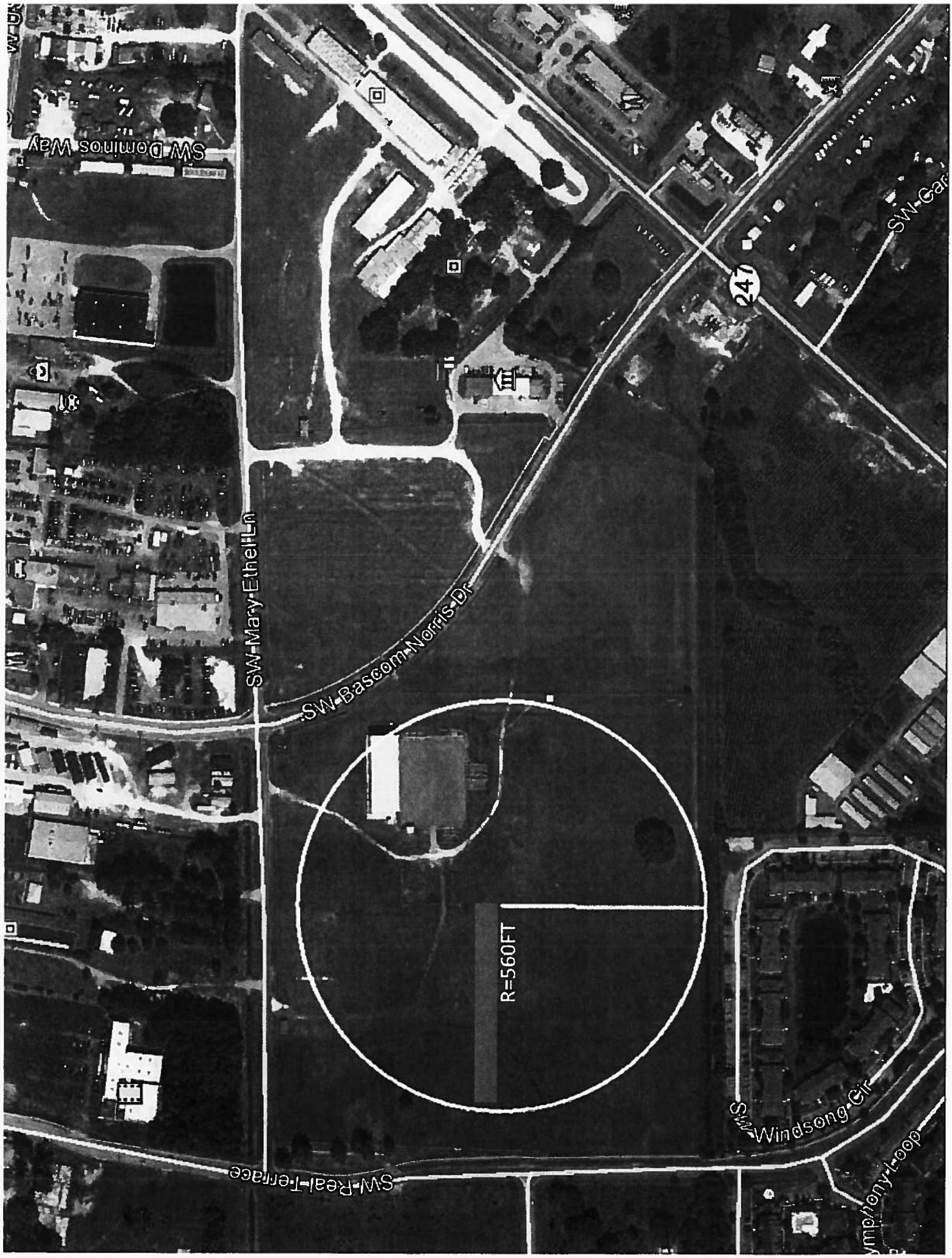
COVERAGES **CERTIFICATE NUMBER:** 1675723391 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Lake City; Columbia County Chamber of Commerce; Columbia County Resources
Location: Columbia County Fairgrounds 438 FL-247, Lake City, FL 32055
Date of Display: 07/04/2016

CERTIFICATE HOLDER Lake City - Columbia County Chamber of Commerce 162 S Marion Ave Lake City FL 32025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SW-Dominos-Way

SW-Mary-Ethell-Ln

SW-Bascom-Norris-Dr

SW-Real-Terrace

SW-Windsong-Cir

Symphony-Loop

241

R=560FT

Material Safety Data Sheet

U.S. Department of Labor

May be used to comply with OSHA's Hazard Communication Standard, 29 CFR 1910.1200. Standard must be consulted for specific requirements.

Occupational Safety and Health Administration
(Non-Mandatory Form)
Form Approved
OMB No. 1218-0072

IDENTITY (As Used on Label and List):
Display Fireworks; 1.3G; UN0335, PG II

Note: Blank spaces are not permitted. If any item is not applicable, or no information is available, the space must be marked to indicate that.

Section I

Manufacturer's Name: Firepower Displays Unlimited, Inc	Emergency Telephone Number: 800-535-5053
Address 14240 SW 256 th St. Princeton, FL 33032	Telephone Number for Information: 305-258-8820
	Date Prepared: November 2015
	Signature of Preparer (optional):

Section II - Hazard Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	ACGIH TLV	Other Limits Recommended	%(optional)
Fireworks contain explosives and pyrotechnic compositions, and are classified as 1.4S, 1.4G, and 1.3G explosives by the U.S. Department of Transportation. No chemical is exposed during normal handling and storage.				
DOT Requirements:				
Fireworks, 1.3G, UN0335, PGII				
Fireworks, 1.4G, UN0336, PGII				
Fuse, Safety 1.4S, UN0105, PGII				
Fuse, Non-detonating (instantaneous or quickmatch), 1.3G, UN0101, PGII				
Igniters, 1.4S, UN0454, PGII				
Signal devices, hand, 1.4G, UN0191, PGII				
Articles, Pyrotechnic, 1.4G, UN0431, PGII				

Section III - Physical/Chemical Characteristics

Boiling Point	N/A	Specific Gravity (H ₂ O = 1)	N/A
Vapor Pressure (mm Hg.)	N/A	Melting Point	N/A
Vapor Density (AIR = 1)	N/A	Evaporation Rate (Butyl Acetate = 1)	N/A
Solubility in Water: Slight			
Appearance and Odor: All chemical composition is contained in cardboard casing.			

Section IV - Fire and Explosion Hazard Data

Flash Point (Method Used)	N/A	Flammable Limits	LEL	UEL
		N/A	N/A	N/A
Extinguishing Media: DO NOT attempt to fight fire in the vicinity of special fireworks.				
Special Fire Fighting Procedures: Evacuate fire area IMMEDIATELY and seek shelter. Follow emergency action plan.				
Unusual Fire and Explosion Hazards: Special fireworks may mass explode in a fire situation.				

Section V - Reactivity Data

Stability	Unstable		Conditions to Avoid: No open flames, smoking or moisture in vicinity of stored fireworks.
	Stable		Avoid friction or impact.
Incompatibility (<i>Materials to Avoid</i>): Do not allow fireworks to get wet.			
Hazardous Decomposition or Byproducts			
Hazardous Polymerization	May Occur		Conditions to Avoid
	Will Not Occur	X	

Section VI - Health Hazard Data

Route(s) of Entry:	Inhalation? Yes, When shooting.	Skin? NO	Ingestion? NO
Health Hazards (Acute and Chronic): No chemical components are released during normal handling of shells. However, ground level smoke generated during shooting of public display shows may contain gases which cause irritation of eyes or mucus membranes. Prolonged inhalation of smoke should be avoided.			
Carcinogenicity:	NTP? NO	IARC Monographs? NO	OSHA Regulated? NO
Signs and Symptoms of Exposure: Prolonged exposure to smoke generated during shooting of shells may cause shortness of breath and irritation of eyes and mucus membranes.			
Medical Conditions Generally Aggravated by Exposure: Persons with pre-existing respiratory conditions (i.e., asthma, emphysema, etc.) should avoid inhalation of smoke.			
Emergency and First Aid Procedures: Move to fresh air and avoid further exposure to smoke.			

Section VII - Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled: Cautiously pick up spilled material and place in cardboard carton. Absolutely no smoking, open flames or sparking metal tools in vicinity of spilled fireworks.
Waste Disposal Method: Soak any exposed chemical composition with water; sweep up with a natural fiber brush and dispose of by burning in compliance with state and local regulations.
Precautions to Be taken in Handling and Storing: Keep fireworks cool and dry. Avoid impact with shipping cartons. Absolutely no smoking in vicinity of any special fireworks.

Section VIII - Control Measures

Respiratory Protection (<i>Specify Type</i>):		
None Required.		
Ventilation	Local Exhaust	Special
	Mechanical (<i>General</i>)	Other
Protective Gloves		Eye Protection
Other Protective Clothing or Equipment		
Work/Hygienic Practices		