

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

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

CONSENT AGENDA

December 7, 2017

5:30 P.M.

-
- (1) 9-1-1 Communications Center - Requesting Approval to Accept Fall 2017 E911 Board Rural Grant - \$1,655 (Pg. 1)**
 - (2) BCC Administration - Christmas Holiday Designation (Pg. 5)**
 - (3) BCC Administration - Florida Power and Light - LED Lighting Agreement (Pg. 7)**
 - (4) BCC Administration - Requesting Approval of Resolution 2017R-53 - Revised SHIP Local Housing Assistance Plan (Pg. 20)**
 - (5) BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Regular Meeting - October 19, 2017 (Pg. 47)**
 - (6) BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Regular Meeting - November 16, 2017 (Pg. 53)**
 - (7) Economic Development - Letter of Support for North Florida Economic Development Partnership - Regional Rural Development Grant (Pg. 59)**
 - (8) Economic Development - Resolution 2017R-56 - Rural Area of Opportunity Letter of Support (Pg. 62)**
 - (9) Public Works - BA 18-14 - Mosquito Control Roll Over Funds from 2016-2017 - \$3,002 (Pg. 67)**
 - (10) Public Works - Requesting Approval of Small County Consolidated Solid Waste Grant Agreement - Litter Removal - \$90,909 (Pg. 72)**
 - (11) Public Works - Requesting Approval of Environmental Engineering Contract - Darabi and Associates (Pg. 107)**
 - (12) Public Works - Requesting Approval to Enter Private Property - 216 Starlight Court - Removal of Fallen Tree from County Right-of-Way (Pg. 124)**
 - (13) Public Works - Utility Permit - Comcast - NW Turner Avenue (Pg. 128)**
 - (14) Public Works - Utility Permit - Comcast - SW Sisters Welcome Road (Pg. 136)**
 - (15) Public Works - Utility Permit - Comcast - Meeks Street (Pg. 144)**

- (16) Public Works - Utility Permit - Comcast - SW Stewart Loop (Pg. 156)**
- (17) Public Works - Utility Permit - Florida Power and Light Company - Agricultural Lane (Pg. 165)**
- (18) Purchasing - Requesting Approval of Purchasing Policy for Federal Grants (Pg. 182)**
- (19) Risk Management - Requesting Approval to Authorize the Selection of an Engineering Firm to Prepare Hazard Mitigation Grant Application for Flood Mitigation after Hurricane Irma (Pg. 195)**
- (20) Risk Management - Requesting Approval of Florida Recreation Development Assistance Program (FRDAP) Grant - Amendment Number One to DEP FRDAP Contract A7114 Amending the Project Work Plan - Westside Community Center (Pg. 226)**
- (21) Risk Management - Requesting Approval of Legislative Appropriation - Resolution 2017R-54 - Authorizing the County to Enter into a Contract - 2017 Rum Island Park Legislative Line Item Grant Award - \$150,000 (Pg. 234)**



1

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: November 27, 2017 Meeting Date: December 7, 2017

Name: Tom Brazil Department: 9-1-1 Communications Center

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

Request to accept the Fall 2017 E911 Board Rural Grant # 17-11-04 in the amount of \$1,655.00 for 911 recorder maintenance.

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. 001-2510-525.30-34
 No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____ Fund: _____

FROM: _____ TO: _____ AMOUNT: _____

For Use of County Manger Only:

Consent Item Discussion Item



Florida E911 Board
4030 Esplanade Way
Tallahassee, FL 32399-0950
Tel: 850-922-7451
Fax: 850-488-9837
<http://florida911.myflorida.com/>

November 17, 2017

Columbia County Board of County Commissioners
P.O. Box 1529
Lake City, FL 32056-1529

FEID #: 59-6000564

Subject: Fall 2017 Rural County - Reimbursement Grant Program

Dear Columbia County Board of County Commissioners :

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county. According to the Fall 2017 Cycle Rural County - Reimbursement Grant Program terms and conditions, grant funds shall be provided on a cost reimbursement basis.

In accordance with the Rural County - Reimbursement Application Section 8.0, Financial and Administrative Requirements, subsection 8.1 states that grant funds be provided on a cost reimbursement basis. Subsection 8.3 states that upon written request and accompanying documentation justifying the need, a county may receive a payment of funding with a completed Expenditures Reporting Form, with the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the county shall submit verification of payment to the vendor.

The following provides details concerning the Fall 2017 grant(s) to Columbia County:

<u>Amount Requested</u>	<u>Grant Number</u>	<u>Amount Approved</u>	<u>Purpose</u>
\$1,655.00	17-11-04	\$1,655.00	
		\$1,655.00	E911 Logging Recorder Maintenance
Total Grant Awards:		\$1,655.00	

Board Members: Laurene J. Anderson • Heath Beach • Carolyn Dill-Collier • Chesley Dillon • Benjamin S. Guthrie
David A. Konuch • Tomer Nadler • Christie A. Pontis • Ira U. Pyles • Casey E. Reed

Separate interest-bearing accounting is required for the receipt and expenditure of all E911 grant revenues. Reimbursement request(s) shall include only expenditures claimed against the specific grant number awarded and include verification copies of purchase orders and paid vouchers, invoices and copies of checks or journal transfers.

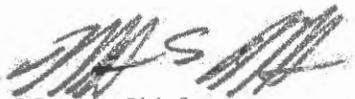
The Florida Single Audit Act was established by the 1981 Legislature in Section 215.97, Florida Statutes, which became effective on July 1, 2000. All E911 grant funding is subject to the Florida Single Audit Act; acceptance of these funds signifies your acceptance of the requirement to comply with the Florida Single Audit Act.

The Board as an awarding agency and the County as a recipient must comply with the requirements of this Act. Please reference Sections 5, 6 and 7 of the Florida Single Audit Act at the following web site address:

<https://apps.fldfs.com/fsaa/statutes.aspx>

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

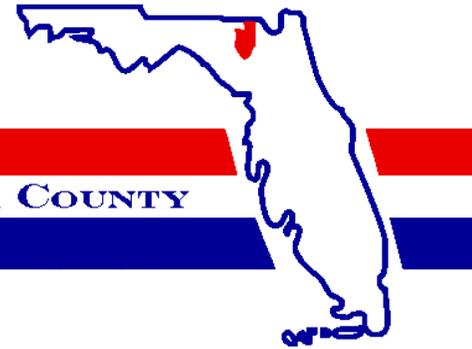
Sincerely,



Matthew Matney, Chief
Bureau of Public Safety - E911

MM/KR

cc: Columbia County 911 Coordinator



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

DATE: November 27, 2017

TO: Ben Scott County Manager via Scott Ward Assistant County Manager

FR: Thomas W. Brazil
Manager / 911 Coordinator
911 Communications Center

RE: Agenda Item Request for BOCC

Via this memorandum I would like to have placed on the December 7, 2017 Board Agenda an item requesting to accept the State E911 Board Fall Grant #17-11-04 in the amount of \$1,655.00 for 911 equipment maintenance. The request to apply for this grant was been previously approved by the Board in the meeting of September 7, 2017. Attached is documentation supporting this request along with the award letter from the State E911 Board.

cc: file



2

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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Today's Date: December 1, 2017 Meeting Date: December 7, 2017

Name: Ben Scott Department: BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

Christmas Holiday Designation

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? [X] N/A [] Yes Account No. [] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only:

[X] Consent Item [] Discussion Item

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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Board of County Commissioners
FR: Ben Scott, County Manager
DATE: December 1, 2017
SUBJECT: Christmas Holiday Designation

A handwritten signature in blue ink that reads "Ben Scott".

The approved designated days for the Christmas holiday are December 22nd and 25th. The constitutional officers have expressed that they would like to change these days to 25th and 26th. I would like to recommend that the Board approve closing County offices for the Christmas holiday on the 25th and 26th.

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



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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

Today's Date: November 30, 2017 Meeting Date: December 7, 2017

Name: Scott Ward Department: BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

To approve the conversion of FPL owned and maintained street lighting to LED fixtures

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? [X] N/A [] Yes Account No. [] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only:

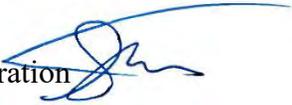
[X] Consent Item [] Discussion Item

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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Ben Scott, County Manager
FR: Scott Ward, Assistant County Manager – Administration 
DATE: November 30, 2017
RE: Florida Power and Light – LED Lighting Agreement

Florida Power and Light (FPL) conducted a lighting conversion cost analysis for the County and recommends converting to LED fixtures. FPL proposes removing 364 sodium vapor fixtures from County street lights and replacing them with energy efficient LED fixtures at no up-front cost to the County. FPL will recoup the \$0.97 per fixture cost through a monthly conversion fee. According to the analysis, the County would save \$998.21 per month in energy cost after conversion fees. This conversion is only applicable to existing FPL owned and maintained street lighting fixtures.

According to FPL, the LED fixtures are more efficient and more effectively focus their light. Therefore, the LED fixtures emit brighter to the street while reducing light pollution. If approved, FPL will put our order in the work queue. There is currently an estimated 6 to 12 month waiting period. I am requesting Board approval of the attached FPL LED Lighting Agreement.

XC: Outgoing Correspondence

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

FPL Account Number: _____

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____ (hereinafter called the Customer), requests on this _____ day of _____, _____, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) _____, located in _____, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Poles</u>				
Pole Type	Existing Pole Count (A)	# Installed (B)	# Removed (C)	New Pole Count (A+B-C)
Wood				
Standard Concrete				
Standard Fiberglass				
Decorative Concrete				
Decorative Fiberglass				

<u>Underground Conductor</u>				
Type	Existing Footage (A)	Feet Installed (B)	Feet Removed (C)	New Footage (A+B-C)
Under Pavement		N/A ⁽¹⁾		
Not Under Pavement				

(1) All new conductor installed is in conduit and billed as Not Under Pavement

(Continued on Sheet No. 9.141)

(b) Modification to existing facilities other than described above (explain fully): _____

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a contribution in the amount of \$_____ prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.

(Continue on Sheet No. 9.143)

10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
15. **This Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

(Continue on Sheet No. 9.144)

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: _____
Signature (Authorized Representative)

By: _____
(Signature)

(Print or type name)

(Print or type name)

Title: _____

Title: _____



LED Lighting Plan

Columbia County Board of Commissioners

Going Green

This plan reduces power consumption by:
and that eliminates:
or removing:

233,964 kWh / year
164 metric tons of CO₂ every year¹
35 cars from the road²

TOTAL	364		\$ 5,876.50	\$ 4,878.29	\$ (998.21)
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Installation Details		Existing	Proposed	Variance
1	select fixture:	HPS0070	RSW 41 Watt 4000K	
	select pole:			
	Fixture*	\$ 19.45	\$ 27.35	\$ 7.90
	Pole			
	Maintenance	\$ 9.25	\$ 8.60	\$ (0.65)
Quantity:	5			
Conversion:	Yes			
Full/Hybrid:	Full			
	Energy**	\$ 12.11	\$ 5.85	\$ (6.27)
	Total	\$ 40.81	\$ 41.80	\$ 0.98

Installation Details		Existing	Proposed	Variance
2	select fixture:	HPS0100	RSW 41 Watt 4000K	
	select pole:			
	Fixture*	\$ 118.80	\$ 164.10	\$ 45.30
	Pole			
	Maintenance	\$ 55.80	\$ 51.60	\$ (4.20)
Quantity:	30			
Conversion:	Yes			
Full/Hybrid:	Full			
	Energy**	\$ 102.66	\$ 35.07	\$ (67.59)
	Total	\$ 277.26	\$ 250.77	\$ (26.49)

Installation Details		Existing	Proposed	Variance
3	select fixture:	HPS0150	XSP2 102 Watt	
	select pole:			
	Fixture*	\$ 16.32	\$ 33.88	\$ 17.56
	Pole			
	Maintenance	\$ 7.56	\$ 6.88	\$ (0.68)
Quantity:	4			
Conversion:	Yes			
Full/Hybrid:	Full			
	Energy**	\$ 20.02	\$ 11.91	\$ (8.11)
	Total	\$ 43.90	\$ 52.67	\$ 8.77

Installation Details		Existing	Proposed	Variance
4	select fixture:	HPS0150	American Rev 73 Watt 4000K	

* Includes fixture fee and \$.97 monthly conversion fee

** Includes Non-fuel Energy Charge, Fuel, Conservation, Capacity, Environmental, and Storm charges

Sales tax and franchise fees not included

		select pole:			
		Fixture*	\$ 36.72	\$ 49.23	\$ 12.51
Quantity:	9	Pole			
Conversion:	Yes	Maintenance	\$ 17.01	\$ 15.48	\$ (1.53)
Full/Hybrid:	Full	Energy**	\$ 45.05	\$ 19.56	\$ (25.49)
		Total	\$ 98.78	\$ 84.27	\$ (14.51)

Installation Details		Existing	Proposed	Variance	
5		select fixture:	HPS0200	XSP2 102 Watt	
		select pole:			
		Fixture*	\$ 1,402.86	\$ 1,922.69	\$ 519.83
	Quantity:	227	Pole		
	Conversion:	Yes	Maintenance	\$ 547.07	\$ 390.44
Full/Hybrid:	Full	Energy**	\$ 1,667.05	\$ 675.89	\$ (991.16)
		Total	\$ 3,616.98	\$ 2,989.02	\$ (627.96)

Installation Details		Existing	Proposed	Variance	
6		select fixture:	HPS0250	XSP2 139 Watt	
		select pole:			
		Fixture*	\$ 381.64	\$ 491.26	\$ 109.62
	Quantity:	58	Pole		
	Conversion:	Yes	Maintenance	\$ 152.54	\$ 99.76
Full/Hybrid:	Full	Energy**	\$ 561.55	\$ 237.31	\$ (324.24)
		Total	\$ 1,095.73	\$ 828.33	\$ (267.40)

Installation Details		Existing	Proposed	Variance	
7		select fixture:	HPS0400	Verdeon 247 Watt	
		select pole:			
		Fixture*	\$ 193.44	\$ 355.57	\$ 162.13
	Quantity:	31	Pole		
	Conversion:	Yes	Maintenance	\$ 75.02	\$ 53.32
Full/Hybrid:	Full	Energy**	\$ 434.57	\$ 222.55	\$ (212.02)
		Total	\$ 703.03	\$ 631.44	\$ (71.59)

* Includes fixture fee and \$.97 monthly conversion fee

** Includes Non-fuel Energy Charge, Fuel, Conservation, Capacity, Environmental, and Storm charges

Sales tax and franchise fees not included

LED LIGHTING PILOTRATE SCHEDULE: LT-1AVAILABLE:

In specific territories served, upon request of the entity that has jurisdiction over the area being lighted. Contact FPL for available installation territories.

APPLICATION:

For the purpose of lighting streets whether public or private, roadways, and common areas, other than individual residential locations. This includes but is not limited to parking lots, homeowners association common areas, or parks.

TYPE OF INSTALLATION:

FPL-owned fixtures normally will be mounted on poles of FPL's existing distribution system and served from overhead wires. On request of the Customer, FPL will provide special poles or underground wires at the charges specified below. FPL, at its discretion, may offer the customer the option of FPL-owned fixtures attached to poles owned by the customer.

SERVICE:

Service includes energy from dusk each day until dawn the following day and maintenance of FPL-owned Lighting Systems. Maintenance includes replacement or repair of any circuit component to assure the facilities are operational and safe.

LIMITATION OF SERVICE:

Stand-by or resale service is not permitted hereunder.

CUSTOMER CONTRIBUTIONS:

A Contribution-in-Aid-of-Construction (CIAC) will be required for:

- a) the differential cost between employing rapid construction techniques in trenching, backfilling and pole installation work where no obstructions exist, and the added cost to overcome obstructions such as sprinkler systems, paved surfaces (such as sidewalks, curbs, gutters, and roadways), landscaping, sodding and other obstructions encountered along the Lighting System installation route, including repair and replacement. If the Customer elects to perform work such as trenching and restoration, they will be reimbursed by FPL with a credit (not to exceed the total CIAC cost) for the value of this work as determined by FPL;
- b) the installation cost of any new overhead distribution facilities and/or the cost of alterations to existing distribution facilities which are required in order to serve the Lighting System less four (4) times the additional annual non-fuel energy revenue generated by the installation or alteration of the Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.

These costs shall be paid by the Customer prior to the initiation of any construction work by FPL. The Customer shall also pay any additional costs associated with design modifications requested after the original estimate has been made.

(Continued on Sheet No. 8.736)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: March 7, 2017

(Continued from Sheet No. 8.735)

REMOVAL OF FACILITIES:

If FPL owned Lighting facilities are removed either by Customer request or termination or breach of the agreement, the customer will pay the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities. **These charges do not apply to street light conversions from FPL owned facilities covered under SL-1 to FPL owned LED facilities under this tariff.** In all cases, should the Customer request termination of the agreement, such termination will require written notice 90 days prior to the date of termination.

Conversion of FPL Owned Streetlights (SL-1 facilities) to LED:

For customers converting Street Lights as per FPL's SL-1 Street Lighting Tariff paying the LED Conversion Recovery charge, there will be no charges for the fixtures being removed. Any other charges for relocation or replacement of FPL owned facilities would still apply.

CHANGE IN FIXTURE SIZE OR TYPE:

At the Customer's request, the Company will upgrade to a higher level of illumination when the changes are consistent with good engineering practices. The customer will pay the original installed cost of the removed fixtures, less any salvage value and depreciation, plus removal costs and will receive a credit for 4 years additional revenue generated by the larger fixtures. If changes are required to the distribution system to support the larger lights, standard CIAC charges as described on sheet 8.735 will also apply. The Customer will pay the Company the net costs incurred in making other fixture changes. Customers converting HPSV fixtures to LED and paying the LED Conversion Recovery Charge will not be charged for the fixtures being removed, as noted in the preceding paragraph. In all cases where luminaires are replaced, the Customer will sign a new service agreement. Billing on the rate for the new luminaire or lamp size will begin as of the next regular billing date. A luminaire may be relocated at the Customer's request upon payment by the Customer of the full cost of removal and reinstallation.

MONTHLY RATES for LED Fixtures*:

Energy Tier	Charge	Fixture Tier									
		1	2	3	4	5	6	7	8	9	10
A	\$ -	1.50	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50
B	\$ 0.20	1.70	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70
C	\$ 0.40	1.90	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90
D	\$ 0.60	2.10	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10
E	\$ 0.80	2.30	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30
F	\$ 1.00	2.50	5.50	8.50	11.50	14.50	17.50	20.50	23.50	26.50	29.50
G	\$ 1.20	2.70	5.70	8.70	11.70	14.70	17.70	20.70	23.70	26.70	29.70
H	\$ 1.40	2.90	5.90	8.90	11.90	14.90	17.90	20.90	23.90	26.90	29.90
I	\$ 1.60	3.10	6.10	9.10	12.10	15.10	18.10	21.10	24.10	27.10	30.10
J	\$ 1.80	3.30	6.30	9.30	12.30	15.30	18.30	21.30	24.30	27.30	30.30
K	\$ 2.00	3.50	6.50	9.50	12.50	15.50	18.50	21.50	24.50	27.50	30.50
L	\$ 2.20	3.70	6.70	9.70	12.70	15.70	18.70	21.70	24.70	27.70	30.70
M	\$ 2.40	3.90	6.90	9.90	12.90	15.90	18.90	21.90	24.90	27.90	30.90
N	\$ 2.60	4.10	7.10	10.10	13.10	16.10	19.10	22.10	25.10	28.10	31.10
O	\$ 2.80	4.30	7.30	10.30	13.30	16.30	19.30	22.30	25.30	28.30	31.30
P	\$ 3.00	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50
Q	\$ 3.20	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70	31.70
R	\$ 3.40	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90	31.90
S	\$ 3.60	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10	32.10
T	\$ 3.80	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30	32.30

* Catalog of available fixtures and the assigned billing tier for each can be viewed at www.FPL.com/partner/builders/lighting.html

(Continued on Sheet No. 8.737)

(Continued from Sheet No. 8.736)

Maintenance per Fixture (FPL Owned Fixture and Pole)	\$1.72
Maintenance per Fixture for FPL Fixtures on Customer Pole	\$1.20
LED Conversion Recovery	\$0.97

Notes:

The non-fuel energy charge is 2.850¢ per kWh.
 Bills rendered based on "Total" charge. Unbundling of charges is not permitted.

Charges for other FPL-owned facilities:

Wood pole used only for the street lighting system	\$4.92
Standard Concrete pole used only for the street lighting system	\$6.74
Round Fiberglass pole used only for the street lighting system	\$7.98
Decorative Tall Fiberglass pole used only for the street lighting system	\$16.81
Decorative Concrete pole used only for the street lighting system	\$13.65
Underground conductors	3.810 ¢ per foot

BILLING

During the initial installation period:
 Facilities in service for 15 days or less will not be billed;
 Facilities in service for 16 days or more will be billed for a full month.

WILLFUL DAMAGE:

Upon the second occurrence of willful damage to any FPL-owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, FPL will:

- a) If a commercially available and FPL approved device exists, install a protective shield. The Customer shall pay \$280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed before the second occurrence, the Customer shall only pay the cost of the shield; or
- b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the estimated costs of the replacement fixture; or
- c) Terminate service to the fixture. In this case, the lighting facilities will be removed from the field and from billing; the customer will pay the lighting facilities charges for the remaining period of the currently active term of service plus the cost to remove the facilities.

Option selection shall be made by the Customer in writing and apply to all fixtures which FPL has installed on the Customer's behalf on the same account. Selection changes may be made by the Customer at any time and will become effective ninety (90) days after written notice is received.

(Continued on Sheet No. 8.738)

(Continued from Sheet No. 8.737)

OTHER CHARGES

Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fuel charges associated with the fixtures that are turned off.

TERM OF SERVICE:

Initial term of ten (10) years with automatic, successive five (5) year extensions unless terminated in writing by either FPL or the Customer at least ninety (90) days prior to the current term's expiration. Term of service begins upon execution of the LED Lighting Agreement.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.



4

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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

Today's Date: November 21, 2017 Meeting Date: December 7, 2017

Name: Esther Chung Department: BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

This is to approve the resolution 2017R-53 and corresponding SHIP LHAP

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? [X] N/A [] Yes Account No. [] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only:

[X] Consent Item [] Discussion Item



Suwannee River Economic Council, Inc.

**Post Office Box 70
Live Oak, Florida 32064**

Administrative Office - Phone (386) 362-4115

Fax (386) 362-4078

E-Mail: mattpearson@suwanneec.net

Website: www.srecinc.org

November 17, 2017

Mr. Ronald Williams, Chairman
Columbia County Board of County Commissioners
PO Box 1529
Lake City, FL 32056



Dear Mr. Williams:

After review of the current SHIP Local Housing Assistance Plan (LHAP) for Columbia County and communications with the Florida Housing Finance Corporation staff, SREC believes some revisions need to be made to the LHAP. Enclosed please find the proposed, revised LHAP in strike through/underline format, and authorizing Resolution for Board approval at the next meeting of the County Commissioners.

The proposed changes are as follows:

1. Revise the language regarding the eligibility of mobile homes for the Emergency Repair strategy to clarify that they are eligible only for the installation of wheelchair ramps. **(See page 7 of the LHAP.)**
2. Remove the item "SSI Recipient" from the Points Chart. This item is a duplication of the item defined as Special Needs which is included in the Points Chart under the heading Health of Applicant. **(See page 12 of the LHAP.)**
3. Remove the language requiring proof of current mortgage payments due to the fact that most all Emergency Repair and Disaster Repair/Mitigation clients fall into the lower income categories, and an estoppel letter is expensive to obtain. **(See pages 13 and 14 of the LHAP.)**
4. Modify the language in Section III Incentive Strategies, paragraph B b. **(See page 15 of the LHAP.)**

Enclosed are two (2) originals of the Resolution: Please return one (1) fully executed Resolution to our office, and retain one (1) for the County.



BRADFORD-COLUMBIA-DIXIE-GILCHRIST-HAMILTON-LAFAYETTE-LEVY-MADISON-PUTNAM-SUWANNEE-TAYLOR-UNION

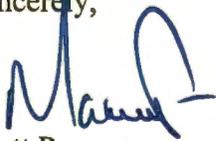
**"This institution is an equal opportunity provider and employer."
Funded in part through a grant by the State of Florida Department of Elder Affairs**

Columbia County
Page 2

The Florida Housing Finance Corporation also advised that the agreement between Columbia County and SREC, Inc. to subcontract the administrative duties for the SHIP program should be renewed and revised to include the language for the Single Audit Act. In this regard, the SHIP Administration Agreement is enclosed. Please execute both originals, retain one copy for the County, and return one copy to us.

If you would like for us to present this material to the Board, or if you have any questions, please feel free to call me at 386/362-4115 ext. 223.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Pearson", with a stylized flourish at the end.

Matt Pearson
Executive Director

MP/ssb 

COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 53

**A Resolution of the Columbia County Board of County Commissioners revising the language to the
2017 - 2020 SHIP Local Housing Assistance Plan.**

WHEREAS, it is in the best interest of the citizens of Columbia County, Florida to modify the language in the SHIP Local Housing Assistance Plan as follows:

WHEREAS, it is necessary to add and/or delete the following language to the SHIP Local Housing Assistance Plan;

Section I. Program Details, paragraph W. General Provisions, item 7. Eligible Housing: Modify the language to read “any real and personal property located within the county or the eligible municipality which is designed and intended for the primary purpose of providing decent, safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under chapter 553. Manufactured housing constructed after June 1994 and installed in accordance with the installation standards for mobile or manufactured homes contained in rules of the Department of Highway Safety and Motor Vehicles, are eligible for Emergency Repair strategy only for the purpose of installing wheelchair ramps. Manufactured housing is not eligible for New Construction or Purchase strategies.”

Section II. Housing Strategies, subsection C. Emergency Repair, paragraph f. Recipient Selection Criteria: Remove the language “SSI Recipient, 6 points” from the Points Chart;

Section II. Housing Strategies, subsection C. Emergency Repair, paragraph j: Modify the language to read “Property taxes must be current as evidenced by paid tax receipts.”;

Section II. Housing Strategies, subsection D. Disaster Repair/Mitigation, paragraph g: Modify the language to read “Property taxes must be current as evidenced by paid tax receipts.”.

Section III. LHAP Incentive Strategies, paragraph B. Modify the language in the third paragraph to read “The County has the responsibility of performing the review procedure. The County or SREC, Inc. staff will review the action and prepare a written report with recommendations prior to the adoption of the plan if a policy, ordinance or regulation change, or plan provision is made by the County. The staff’s review will consider the following:”.

NOW, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA THAT the above stated language is hereby modified in the 2017 - 2020 SHIP Local Housing Assistance Plan.

Passed and adopted this _____ day of _____, 2017.

Ronald Williams, Chairman
Board of County Commissioners
Columbia County, Florida

ATTEST:

DeWitt Cason, Clerk of Court
Columbia County, Florida



City of ...

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2017-2018, 2018-2019 and 2019-2020



Table of Contents

Description	Page #
Section I, Program Details	3
Section II, Housing Strategies	
A. New Construction	8
B. Purchase Assistance with Rehab	10
C. Emergency Repair	12
D. Disaster Repair / Mitigation	13
Section III, Incentive Strategies	
A. Expedited Permitting	15
B. Ongoing Review Process	15
Exhibits	16
A. Administrative Budget for each fiscal year covered in the Plan	
B. Timeline for Estimated Encumbrance and Expenditure	
C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan	
D. Signed LHAP Certification	
E. Signed, dated, witnessed or attested adopting resolution	
F. Ordinance: (N/A)	
G. Interlocal Agreement (N/A)	
H. Subordination Agreement Policy	
I. Project Delivery Costs	

I. Program Details:

A. Name of the participating local government: Columbia County, FL

Is there an Interlocal Agreement: Yes _____ No X

B. Purpose of the program:

1. To meet the housing needs of the very low, low and moderate income households;
2. To expand production of and preserve affordable housing; and
3. To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2017-2018, 2018-2019 and 2019-2020

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.



- I. **Waiting List/Priorities:** Applications are placed on an intake log in order of receipt by the SHIP office and separated by strategy. Applications are processed on a first-qualified, first-served basis as set forth in the individual strategies listed herein. First priority for all strategies will be to serve households qualifying as Special Needs as defined by Florida Statutes, Section 420.0004(13) Florida Statutes with an emphasis on households with a person with a developmental disability as defined in Section 393.063(12).
- J. **Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. **Support Services and Counseling:** Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.
- L. **Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

- U.S. Treasury Department
- Local HFA Numbers

- M. **Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household’s ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

- N. **Welfare Transition Program:** Should an eligible sponsor be used, a qualification



system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

- O. **Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.
- P. **Administrative Budget:** A line-item budget of proposed Administrative Expenditures is attached as Exhibit A. Columbia County finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: "A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. **Program Administration:** A third party entity or consultant will be contracted for all or part of the administrative of the program. The name of the entity is Suwannee River Economic Council, Inc. The administrative duties they will provide are all activities necessary to fully execute the SHIP program.

- R. Project Delivery Costs: A reasonable project delivery cost will be charged to cover inspections as detailed in Exhibit I.
- S. Essential Service Personnel Definition: Defined in accordance with Rule Chapter 67-37.002(8) F.A.C. and Chapter 67-37.005(8), F.A.C. and Section 420.9075(3)(a) F.S. Essential Service Personnel consists of teachers, law enforcement, and firefighters / EMT.
- T. Describe efforts to incorporate Green Building and Energy Saving products and processes: Whenever repairs are necessary and performed on a home by a contractor under contract with the SHIP Administrator, Green Initiatives will be utilized to include, but are not limited to: low E windows, energy efficient hot water heaters, energy efficient appliances, high efficient HVAC systems, etc.
- U. Describe efforts to meet the 20% Special Needs set-aside: Applications will be ranked giving first priority to households qualifying as Special Needs households as defined by Section 393.063 Florida Statutes, Section 420.0004(5) Florida Statutes, Section 420.0004(7) Florida Statutes, and Section 401.1451(13) Florida Statutes.
- V. Describe efforts to reduce homelessness: Columbia County residents needing emergency shelter housing will be referred to GRACE Marketplace (operated by North Central Florida Coalition for the Homeless and Hungry), 3055 NE 28th Drive, Gainesville, FL 32609, Phone:352/792-0800, www.gracemarketplacc.org

For those Columbia County residents seeking information for affordable rental housing and who are not in immediate danger of eviction and/or homelessness, referrals will be made to floridahousingsearch.org, 1-877-428-8844.

Additional assistance is provided through the Emergency Repair strategy which provides for the correction of health, safety, and building code violations in order for the resident to maintain the existing home and prevent homelessness.

- W. General Provisions: The following provisions will apply to all strategies unless otherwise indicated:
 - 1. Property Location. Property must be located within Columbia County to be eligible for assistance.
 - 2. Income Producing Properties. Residential properties used as income producing properties are not eligible for SHIP assistance. Income producing properties are defined as properties producing rental income, or business income based on day care, personal services, retail services or similar activities that require regular and ongoing visits by clients and/or customers



to the property. Home offices do not create income producing properties unless the office is regularly used to meet with customers within the property.

3. Liens: Properties must be free of any government or tax liens to be eligible for SHIP assistance.
4. Applicant contributions defined: Such contributions may include cash deposits paid under a purchase contract; typical closing cost expenses paid at or outside of closing; the cost of purchasing hazard insurance in instances where there is no existing insurance; and repairs or additions to the property required by SHIP and paid for by the applicant provided repairs or additions are complete and receipts are provided. Value of land owned or given may be applied toward contribution requirement. Written documentation must be provided. Payments for prior year's taxes, liens, repairs or improvements not required by SHIP or costs to cure existing title defects are excluded.
5. SHIP mortgage position: SHIP mortgages must be in first or second position. SHIP mortgages may not be in positions inferior to second position even in instances of subordination.
6. Contractor information: For strategies requiring new construction and any form of rehabilitation, repair, or reconstruction only state licensed contractors with proof of active status and insurance will be approved for contract work. Contractors are required to submit request of payment draws through the SHIP Administrators Office. The SHIP Administrator will review the draw schedule, prepare draw requests and pay contractors. Upon completion and final inspection approval by the County Building Inspector, final payment will be made to the contractor. All documentation will be submitted to the Columbia County Finance Department for reimbursement to the SHIP Administrator.
7. Eligible housing: any real and personal property located within the county or the eligible municipality which is designed and intended for the primary purpose of providing decent, safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under chapter 553. Manufactured housing constructed after June 1994 and installed in accordance with the installation standards for mobile or manufactured homes contained in rules of the Department of Highway Safety and Motor Vehicles, are eligible for Emergency Repair strategy only for the purpose of installing wheelchair ramps. Manufactured housing is not eligible for New Construction or Purchase strategies.



II. LHAP Strategies:

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- a. Summary of Strategy: Assists applicants with the down payment / closing costs on the new construction of affordable housing.
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very Low, Low, Moderate
- d. Maximum award: \$25,000 for Very Low, \$18,000 for Low, \$12,000 for Moderate
- e. Client required participation: 1% of the sales price for all income categories.
- f. Terms:
 - 1. Repayment loan/deferred loan/grant: Loan secured by a recorded subordinate mortgage. If owner financing SHIP must be the primary mortgage holder and the owner financier must hold the subordinate mortgage. If owner financing the interest rate may not exceed a pre-approved rate and details of the terms of the owner / seller financing must be provided to the SHIP Administrator.
 - 2. Interest Rate: 0%
 - 3. Years in loan term: 10
 - 4. Forgiveness: The loan is forgivable at 10% per year from the date of the SHIP lien. The County will forgive any of the SHIP assistance should there be insufficient net proceeds derived from a good faith sale of the property at market value during the ten (10) year period following the date of the agreement upon approval of the Columbia County Board of County Commissioners. "Net proceeds" is defined as the amount remaining after all private debt is repaid.
 - 5. Repayment: Not required as long as the loan is in good standing.
 - 6. Default: The loan will be determined to be in default and the SHIP recipient must repay the prorated loan amount if any of the following occurs: sale, title transfer or conveyance of property or otherwise dispose of the home; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a



SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.

- g. Recipient Selection Criteria: In addition to meeting income eligibility requirements, recipients must meet certain other criteria listed in General Provisions. Applicants will be served on a first-qualified, first-served basis. First priority will be to serve households qualifying as Special Needs as defined by Florida Statutes, Section 420.0004(13) Florida Statutes with an emphasis on households with a person with a developmental disability as defined in Section 393.063(12). First-qualified is defined as having a hard copy of all commitment required documents on file with the SHIP Administrator. Sales / Construction Contract, Loan Application, and Appraisal must be provided before SHIP funds are committed.
- h. Sponsor/Developer Selection Criteria: N/A
- i. Additional Information:
 - 1. Properties must meet eligibility requirements as outlined in the SHIP program listed in General Provisions.
 - 2. Down payment assistance cannot exceed 50% of the cost of the home including closing cost.
 - 3. Construction contracts must be "turn key" form with floor plans, costs of materials and labor, and statement of no changes once submitted.
 - 4. Land owned at the time of application will not be included in the contract cost, but any financing payoff would be included.
 - 5. Subordination requests for refinancing will be in accordance with Exhibit H Subordination Agreement Policies.
 - 6. Client must complete a Home Ownership course prior to closing of the loan. The course must be provided by or approved by the SHIP Administrator.
- j. Project Delivery Costs: N/A
- k. Mortgage maximums: The maximum appraised value is \$160,000. The total of the existing first mortgage and the SHIP mortgage cannot exceed \$160,000.00 excluding approved closing cost. Approved closing costs are those costs that are normal and customary in closing a first or second Real Estate mortgage. This specifically excludes any costs associated with any debt consolidation, pay down of debt or any existing debt or judgments payoff other than an existing mortgage encumbering the property. Sales price and or value as defined in FS 420.9071

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- a. Summary of Strategy: Assists applicants with down payment / closing costs for the purchase and rehab of affordable housing.
- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very Low, Low, Moderate
- d. Maximum award: \$25,000 for Very Low, \$18,000 for Low, \$12,000 for Moderate
- e. Client required participation: 1% of the sales price for all income categories.
- f. Terms:
 1. Repayment loan/deferred loan/grant: Loan secured by a recorded subordinate mortgage. If owner financing SHIP must be the primary mortgage holder and the owner financier must hold the subordinate mortgage.
 2. Interest Rate: 0%
 3. Years in loan term: 10
 4. Forgiveness: The loan is forgivable at 10% per year from the date of the SHIP lien. The County will forgive any of the SHIP assistance should there be insufficient net proceeds derived from a good faith sale of the property at market value during the ten (10) year period following the date of the agreement upon approval of the Columbia County Board of County Commissioners. "Net proceeds" is defined as the amount remaining after all private debt is repaid.
 5. Repayment: Not required as long as the loan is in good standing.
 6. Default: The loan will be determined to be in default and the SHIP recipient must repay the prorated loan amount if any of the following occurs: sale, title transfer or conveyance of property or otherwise dispose of the home; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. If the home is



foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.

- g. Recipient Selection Criteria: In addition to meeting income eligibility requirements, recipients must meet certain other criteria listed in General Provisions. Applicants will be served on a first-qualified, first-served basis. First priority will be to serve households qualifying as Special Needs as defined by Florida Statutes, Section 420.0004(13) Florida Statutes with an emphasis on households with a person with a developmental disability as defined in Section 393.063(12). First-qualified is defined as having a hard copy of all commitment required documents on file with the SHIP Administrator. Sales Contract, Loan Application, Appraisal, Home Inspection Report (conducted by a certified inspector), and Wood Destroying Organism (WDO) Report must be provided before SHIP funds are committed.
- h. Sponsor/Developer Selection Criteria: N/A
- i. Additional Information:
 - 1. Properties must meet eligibility requirements as outlined in the SHIP program listed in General Provisions.
 - 2. Down payment assistance cannot exceed 50% of the cost of the home including closing cost.
 - 3. Subordination requests for refinancing will be in accordance with Exhibit H Subordination Agreement Policies.
 - 4. Client must complete a Home Ownership course prior to closing of the loan. The course must be provided by or approved by the SHIP Administrator.
- j. Project Delivery Costs: Inspection fee for review of the Home Inspection Report and WDO Report to outline and address possible health/safety/building code issues. Blower Door Testing (if applicable) fee as required per Section R402.4.1.2 of the Florida Building Code, 5th Edition (2014) Energy Conservation Volume.
- k. Mortgage Maximums: The maximum appraised value for is \$160,000. The total of the existing first mortgage and the SHIP mortgage cannot exceed \$160,000.00 excluding approved closing cost. Approved closing costs are those costs that are normal and customary in closing a first or second Real Estate mortgage. This specifically excludes any costs associated with any debt consolidation, pay down of debt or any existing debt or judgments payoff other than an existing mortgage encumbering the property. Sales price and or value as defined in FS 420.9071



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- a. **Summary of Strategy:** Assists applicants with the emergency repair of their primary residence.
- b. **Fiscal Years Covered:** 2017-2018, 2018-2019 and 2019-2020
- c. **Income Categories to be served:** Very Low
- d. **Maximum award:** \$10,000
- e. **Terms:**
 - 1. **Repayment loan/deferred loan/grant:** Assistance is provided in the form of a grant and therefore not subject to recapture.
 - 2. **Interest Rate:** N/A
 - 3. **Years in loan term:** N/A
 - 4. **Forgiveness:** N/A
 - 5. **Repayment:** N/A
 - 6. **Default:** N/A
- f. **Recipient Selection Criteria:** In addition to meeting income eligibility requirements, recipients must meet certain other criteria listed in General Provisions. Applicants will be ranked according to the following point criteria. Eligible clients with the highest points will be served first subsequent to Section I, U, Special Needs.

<p><u>Age of Applicant</u></p> <p>Over 60 6 points</p> <p>Child under 12 in the Household 6 points</p>	<p><u>Family Income</u></p> <p>SSI Recipient 6 points</p> <p>Below federal poverty level 6 points</p>
<p><u>Health of Applicant</u></p> <p>Special Needs [ref. 420.0004(13)] 6 points</p>	<p><u>Served Previously</u></p> <p>For each occurrence within the previous five (5) years -3 points</p>

- g. **Sponsor/Developer Selection Criteria:** N/A
- h. **Additional Information:** Properties must meet eligibility requirements as outlined in the SHIP program listed in General Provisions.



- i. Project Delivery Costs: Inspection Fee for job inspections performed by the Housing Estimator. Blower Door Testing (if applicable) fee as required per Section R402.4.1.2 of the Florida Building Code, 5th Edition (2014) Energy Conservation Volume.
- j. Property taxes and mortgage payments must be current as evidenced by paid tax receipts. ~~an estoppel letter from the mortgage holder.~~
- k. Property ownership must be established and documentation furnished for the SHIP Administrator at the time of application.

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- a. Summary of Strategy: Assists applicants following a disaster as declared by the President of the United States or Governor of the State of Florida. This strategy will only be implemented in the event of a disaster using any funds that have not yet been encumbered or with additional disaster funds allocated by Florida Housing Finance Corporation. SHIP disaster funds may be used for items such as, but not limited to:
 - 1. Purchase of emergency supplies for eligible households to weatherproof damaged homes;
 - 2. Interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;
 - 3. Construction of wells or repair of existing wells where public water is not available;
 - 4. Payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies;
 - 5. Security deposit for eligible recipients that have been displaced from their homes due to disaster;
 - 6. Rental assistance for eligible recipients that have been displaced from their homes due to disaster.
 - 7. Strategies included in the approved LHAP that benefit applicants directly affected by the declared disaster.
 - 8. Other activities as proposed by the counties and eligible municipalities and approved by Florida Housing.



- b. Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020
- c. Income Categories to be served: Very Low, Low, Moderate
- d. Maximum award: \$10,000
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: All SHIP funds provided to eligible households will be in the form of a grant and not subject to recapture.
 - 2. Interest Rate: N/A
 - 3. Years in loan term: N/A
 - 4. Forgiveness: N/A
 - 5. Default: N/A
 - 6. Recipient Selection Criteria: First qualified, first served. Priority shall be given to individuals or households that qualify as Special Needs defined by Section 393.063 Florida Statutes, Section 420.0004(5) Florida Statutes, Section 420.0004(7) Florida Statutes, and Section 401.1451(13) Florida Statutes.
 - 7. Sponsor/Developer Selection Criteria: N/A
 - 8. Additional Information: Properties must meet eligibility requirements as outlined in the SHIP program listed in General Provisions.
- f. Project Delivery Costs: Inspection Fee for job inspections performed by the Housing Estimator. Blower Door Testing (if applicable) fee as required per Section R402.4.1.2 of the Florida Building Code, 5th Edition (2014) Energy Conservation Volume.
- g. Property taxes ~~and mortgage payments~~ must be current as evidenced by paid tax receipts. ~~or an estoppel letter from the mortgage holder.~~
- h. Property ownership must be established and documentation furnished for the SHIP Administrator at the time of application.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

The current permitting process for Columbia County should be retained until the case load increases to such a degree that a backlog is experienced. The County currently issues approximately 600 permits per year. The County believes that a backlog would be experienced when more than 1,200 permits are issued per year. In accordance with the Policy of the Housing Element of the County's Comprehensive Plan, this includes the continued refining and streamlining of the existing development approval process, plus expedited plan reviews and inspections, explanatory brochures and computer programs to further refine the existing one-stop permitting and development review process and reduce the financing cost for developers.

The County takes all steps necessary not to delay the review of affordable housing developments, and should review delays begin to occur, the County institutes the practice of reviewing the affordable housing development first. This will occur when more than 1,200 permits are received per year.

The Planning and Zoning Commission will conduct a second meeting a month to accommodate specific affordable housing projects brought forth by planning and development, if they are unable to meet the regular meeting schedule.

No delays have been experienced in Columbia County's permitting procedures.

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

- a. Established policy and procedures: The current ongoing process of review allows the county to review any policy, procedure, ordinance, regulation, or plan revision that may increase the cost of housing prior to its adoption.
- b. The County ~~Building Department~~ has the responsibility of performing the review procedure. The County or SREC, Inc. staff will review the action and prepare a written report with recommendations prior to the adoption of the plan if a policy, ordinance or regulation change, or plan provision is made by the County. The staffs' review will consider the following:
 1. Will the action increase the cost of development? If so, approximate cost. Explain how increased cost is worth negative impact on housing cost.
 2. Will the action increase the time of approval? If so, how does benefit of this

increase in approval time compare with the impact on housing costs?

3. Does the action increase the long term development cost? If so, how do the increased cost compare with the benefits of the action?

According to the Assistant County Coordinator, there were no new ordinances or policy changes which might affect the cost of housing.

IV. EXHIBITS:

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Ordinance: (If changed from the original creating ordinance) (N/A)
- G. Interlocal Agreement (N/A)
- H. Subordination Agreement Policies

SHIP Administration – Agreement

This AGREEMENT is entered into by and between the Columbia County Board of County Commissioners (hereinafter referred to as County), and Suwannee River Economic Council, Inc. (hereinafter referred to as Contractor). This contract exists primarily to provide services to qualified recipients of the SHIP Program. The following outlines the covenants and agreements between the parties:

WHEREAS, the County requires services specific to administering the SHIP program; and

WHEREAS, the Contractor has expertise in the area required by County, and is willing to provide said services;

NOW THEREFORE, in consideration of the mutual promises set forth below, the above parties enter into this Agreement, and agree as follows:

1. Contractor agrees to perform the following services:
 - a. Perform all administrative requirements of the SHIP program including, but not limited to: client income verifications, home counseling, file retention, repair inspections, annual reporting.
 - b. Contractor will furnish County with reports, as requested by County in such form as required by County.
2. In consideration for services performed by Contractor as detailed in Paragraph 1, County agrees to pay Contractor 70% of the administration fee as allowed by the State of Florida. Also, County agrees to allow Contractor to receive the following Project Delivery Costs per client: **\$500** in the Emergency Repair, Purchase Assistance with Rehab, and Disaster Repair/Mitigation strategies as stated in the Local Housing Assistance Plan.
3. No amounts, other than those payable under Paragraph 2 above, shall be payable by County to Contractor. Contractor shall be liable for all other expenses, costs or amounts incurred in the performance of this agreement.
4. Contractor's obligation hereunder is to complete the services described above in Paragraph 1 and to meet any deadlines set forth therein.
5. County agrees that Contractor will be solely responsible for the performance of its duties under this contract.
6. Florida Single Audit Act Compliance: See Attachment A

7. Contractor warrants to County that the necessary licenses and insurance have been secured by Contractor for the performance of the services covered by this Agreement.
8. This agreement may not be assigned or transferred by Contractor.
9. The results of Contractor's services shall be subject to County's review and approval.
10. County and Contractor retain the right to terminate this Agreement with (7) seven days written notice, with or without cause.
11. All information obtained as it relates to clients of the program shall remain confidential to the extent allowed under Florida law.
12. This contract automatically renews each year on the anniversary date of the agreement, unless amendments are required, or in the event either party makes the decision to terminate the contract.
13. Any changes to this agreement must be in writing and signed by both parties.

(COUNTY SEAL)

 Chairman, Board of County Commissioners
 Columbia County

 Date

ATTEST:

 Clerk

 Matt Pearson, Executive Director
 Suwannee River Economic Council, Inc.

 Date

Attachment A

The administration of resources awarded by the Florida Housing Finance Corporation to the Local Government may be subject to audits and/or monitoring by the Florida Housing Finance Corporation as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Florida Housing Finance Corporation staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Florida Housing Finance Corporation. In the event the Florida Housing Finance Corporation determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Florida Housing Finance Corporation staff 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 Chief Financial Officer (CFO) or Auditor General.

AUDITS

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Florida Housing Finance Corporation by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Florida Housing Finance Corporation, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed above, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

REPORT SUBMISSION

1. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Florida Housing Finance Corporation at the following address:

Florida Housing Finance Corporation
227 North Bronough Street
Tallahassee, FL 32301
 - B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
2. Any reports, management letter, or other information required to be submitted to the Florida Housing Finance Corporation pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
3. Recipients, when submitting financial reporting packages to the Florida Housing Finance Corporation for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Florida Housing Finance Corporation or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Florida Housing Finance Corporation, or its designee, CFO, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Florida Housing Finance Corporation. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

EXHIBIT – 1

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

State Project – State Housing Initiatives Partnership

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The recipient must comply with a specific law(s), rule(s), or regulation(s) that pertain to how the awarded resources must be used or how eligibility determinations are to be made.

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



5

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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

Today's Date: November 16, 2017 Meeting Date: December 7, 2017

Name: Penny Stanley Department: BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Regular Meeting - October 19, 2017

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

2. Fiscal impact on current budget.

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

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only:

[X] Consent Item [] Discussion Item

Columbia County
Board of County Commissioners

Minutes of
October 19, 2017

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 Ronald Williams, Rusty DePratter, Tim Murphy, Bucky Nash and Everett Phillips.

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

Agenda Additions/Deletions

There were no additions or deletions.

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

Consent Agenda:

MOTION by Commissioner Phillips to approve the consent agenda with item number 10 pulled for a separate vote. SECOND by Commissioner Murphy. The motion carried unanimously.

MOTION by Commissioner DePratter to approve item number 10. SECOND by Commissioner Nash. The motion carried by a vote of 4 to 0, with Commissioner Murphy abstaining.

- (1) BCC Administration - Division of State Lands - Amendment 1 to Sublease 3638-01 – Mapping Discrepancy with the Legal Description
- (2) Emergency Management - Requesting Approval of the Agreement for The Management Experts (TME) to Conduct the Annual Local Mitigation Strategy - \$1,575
- (3) Financial Management - Allocate Equipment Reserves to Departments for Completion of the Approved 2017-2018 Equipment Replacement Plan - BA 18-06 - \$577,900

- (4) Fire - Requesting Approval to Purchase New Fire Engine - Replacing Old Fire Engine - \$300,000
- (5) Public Works - Utility Permit - AT&T - County Road 240
- (6) Public Works - Utility Permit - Comcast - SW Arrowhead Terrace
- (7) Public Works - Utility Permit - Fibernet Direct - SE Pounds Hammock Road
- (8) Public Works - Utility Permit - Windstream Florida, LLC - Elim Church Road
- (9) Public Works - Requesting Approval to Enter Private Property - Glen Skinner, Property Owner - 124 Buttercup - Driveway Washed Out and Fail on County Right-of-Way
- (10) Public Works - Requesting Approval to Enter Private Property - Columbia County Fairgrounds - Tree Removal and Light Grading
- (11) Public Works - Requesting Approval to Enter Private Property - Sherry Ratliff, Property Owner - Tree Removal from County Right-of-Way onto Private Property
- (12) Risk Management - Requesting Approval of Budget Amendment - Purchase T raining Equipment from USDA RBEG Funds - BA 18-05 - \$76,850
- (13) Solid Waste - Requesting Approval of Budget Amendment - Balance Accounts on FDACS Form - BA 18-02 - \$31
- (14) Tourist Development Council - Requesting Approval of Transfer \$1,500 from Reserves to Professional Services to Cover Cost of Architectural Contract Rolled Over from FY 2016-2017
- (15) Tourist Development Council - Requesting Approval of FY 2017-2018 #GetSocial Contract - \$4,000
- (16) Tourist Development Council - Requesting Approval of FY 2017-2018 ITI Webhosting Contract - \$4,500

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

Discussion and Action Items:

Ordinance No. 2017-22 – Requesting Adoption Hearing

Commissioner Murphy requested an adoption hearing be set for Ordinance No. 2017-22; an ordinance amending chapter 10 of the County Code of Ordinances to

permit the sale and consumption of liquor and alcoholic beverages on Sundays and to extend the hours of sale for liquor and alcoholic beverage establishments.

The following citizens spoke in favor;

Bill Aldridge	Ed Carey	Stacey Parsons
John Deschenes	Arthur Lowes	

Citizens Stewart Lilker and James Rountree offered comment and asked questions.

Sheriff Hunter addressed the Board.

Discussion ensued.

MOTION by Commissioner Nash to approve setting an adoption hearing. SECOND by Commissioner Murphy.

Discussion ensued.

AMENDED MOTION by Commissioner Nash to approve setting an adoption hearing on December 7. SECOND by Commissioner Murphy. The motion carried unanimously.

Tourist Development – Madden Media 2017-2018 SEM and Content Marketing Contract

Paula Vann, Tourist Development Executive Director, requested approval of a contract with Madden Media for digital marketing and search engine marketing initiatives for \$60,000.

Discussion ensued.

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

Surplus Land

County Attorney Foreman presented the Board with an offer from 216 Park LLC for the 0.16 acres at Faith Road and Bascom Norris Drive. The offer is \$1,000 plus closing costs.

Discussion ensued.

MOTION by Commissioner Nash to accept the offer. SECOND by Commissioner Murphy. The motion carried by a vote of 3 to 2 with Commissioners Phillips and DePratter voting in opposition.

Rum Island Park Project

CM Scott recommended approval and execution of a Memorandum of Agreement for cost share with the Suwannee River Water Management District for \$150,000 from the RIVER Program for the Rum Island Park Project.

MOTION by Commissioner DePratter to take staff recommendation. SECOND by Commissioner Phillips.

Discussion ensued.

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

Resolution No. 2017R-51 – November 2, 2017 Meeting

CM Scott requested approval to reschedule the November 2, 2017 regular meeting from 5:30 p.m. to 3:00 p.m.

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

Bond Funding

The Board previously approved \$8,000,000 from bond proceeds for construction of the new administrative building. In an effort to reduce the cost of borrowing, CM Scott requested Board approval to secure a fifteen (15) year fixed rate bank loan with the assistance from the County's financial advisor and bond council.

Discussion ensued.

Citizen Stewart Lilker offered comment.

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

Open Public Comments and/or Questions:

No comments were offered.

Staff Comments:

ACM Kirby gave an update on storm debris cleanup.
County Attorney Foreman gave a report on the new animal control Magistrate.

Adjournment

There being no further business, the meeting adjourned at 6:50 p.m.

ATTEST:

Ronald Williams, Chairman
Board of County Commissioners

P. DeWitt Cason
Clerk of Circuit Court



6

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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

Today's Date: November 21, 2017 Meeting Date: December 7, 2017

Name: Penny Stanley Department: BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

BCC Administration - Requesting Approval of Minutes - Board of County Commissioners - Regular Meeting - November 16, 2017

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

2. Fiscal impact on current budget.

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

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only:

[X] Consent Item [] Discussion Item

Columbia County
Board of County Commissioners

Minutes of
November 16, 2017

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 Ronald Williams, Rusty DePratter, Tim Murphy, Bucky Nash and Everett Phillips.

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

Agenda Additions/Deletions

Additions:

- Firefighter Assistance Grant

Deletions:

- None

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

Ministerial Matters

New Administration and Jail Building Funding

Jim Gollahon with Gollahon Financial Services, Inc. presented the Board with a finance plan for the funding needed to build the new administrative complex and a new jail.

Discussion ensued.

Sheriff Hunter addressed the Board.

Building and Zoning Hearings:

Land Development Regulations ("LDR") Amendment

LDR 17-03-To amend the text of the LDR, Section 5.26.1 "General Requirements" of the LDRs relating to streets within subdivisions by requiring the placement of bituminous asphaltic concrete to be performed by a contractor licensed with the State of Florida and pre-qualified with the Florida Department of Transportation. [Ordinance No. 2017-19]

Discussion ensued.

The public hearing opened and closed without comment.

MOTION by Commissioner DePratter to adopt LDR 17-03, Ordinance No. 2017-19. SECOND by Commissioner Phillips. The motion carried unanimously.

Consent Agenda:

MOTION by Commissioner Nash to approve the consent agenda. SECOND by Commissioner Phillips. The motion carried unanimously.

- (1) BCC Administration - BA 18-09 - Appropriate the FY 2016-2017 Year End Reversions Back to the Constitutional Offices - Supervisor of Elections and Property Appraiser - \$76,341
- (2) BCC Administration - BA 18-10 - Appropriate the FY 2016-2017 Year End Reversions Back to the Sheriff's Office - \$810,051
- (3) BCC Administration - BA 18-11 - Wetlands Mitigation Reserve - \$43,323
- (4) BCC Administration - BA 18-13 - Appropriate the FY 2016-2017 Year End Reversion Back to the Clerk of Court - \$102,766
- (5) BCC Administration - Low Income Pool Letter of Agreement (LIP LOA) with Palms Medical Group - \$48,000
- (6) BCC Administration - Requesting Approval of Agreement - Meridian Behavioral Healthcare - 2017-2018 Funding Agreement for Mental Health Services - \$231,000
- (7) BCC Administration - Requesting Approval of Contract Renewal between Columbia County/Suwannee Valley Transit Authority for Transportation Services - \$58,706
- (8) BCC Administration - Requesting Approval of Contract Renewal between Columbia County/Sniffen and Spellman- \$27,000
- (9) BCC Administration - Requesting Approval of Contract Renewal between Columbia County/Metz, Husband and Daughton - \$80,400

- (10) BCC Administration - Requesting Approval of Engagement Letter between Columbia County/Nabors, Giblin & Nickerson, P.A. - Bond Counsel - \$15,000
- (11) Building And Zoning - Special Family Lot Permit Application (SFLP 17 45) - James Hollnagel, Jr.- District 2 - Rusty Depratter
- (12) Building And Zoning - Special Family Lot Permit Application (SFLP 17 46) - Jesse Hollnagel - District 2 - Rusty Depratter
- (13) Building And Zoning - Special Family Lot Permit Application (SFLP 17 47) - Joni Milling District 4 - Everett Phillips
- (14) Fire Department - Requesting Approval for Building Lease Agreement - Century Ambulance - Station 49
- (15) Fire Department - Requesting Approval of Agreement between - Lake City Medical Center/Columbia County Fire Department - Training in the Emergency Room
- (16) Library - BA 18-08 - Distribute Donated Funds for Library Donations - \$9,050
- (17) Public Works - Utility Permit - Comcast - SE Emma Place
- (18) Public Works - Utility Permit - Comcast - SW Joyful Court
- (19) Public Works - Utility Permit - Comcast - County Road 242
- (20) Public Works - Utility Permit - Comcast - NW Brown Road
- (21) Public Works - Requesting Approval to Enter Private Property - 2495 Centerville Road - Removal of Trees from County Right-of-Way
- (22) Public Works - Requesting Approval to Enter Private Property - 158 SW Edenfield Way - Tree Removal

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

Discussion and Action Items:

Project 17-08

Economic Development Director Glenn Hunter presented the Board with an offer from the company on Project 17-08 for the twenty five (25) acres of County owned property on Bascom Norris. The offer is \$300,000.

Discussion ensued.

MOTION by Commissioner DePratter to accept the \$300,000 for the 25 acres with the agreement to purchase the adjacent 6.5 acres should New Millennium choose not purchase it. SECOND by Commissioner Phillips.

Discussion ensued.

The Chairman called for the vote. The motion carried by a vote of 3 to 2 with Commissioners Nash and Murphy voting in opposition.

Commissioner Nash had to leave due to a family issue.

BA 18-12 Radio System Project

CM Scott recommended approval of the negotiated contract with Motorola Solutions for a new public safety radio system in the amount of \$5,500,000. This contract will require a budget amendment in the amount of \$750,000.

The additional cost to be covered as follows:

- \$250,000 Sheriff Fund
- \$250,000 General Fund
- \$250,000 MSBU

Discussion ensued.

MOTION by Commissioner DePratter to approve BA 18-12 in the amount of \$750,000. SECOND by Commissioner Murphy. The motion carried unanimously.

MOTION by Commissioner DePratter to approve RFP 2017-O Radio System Project contract with Motorola in the amount of \$5,500,000. SECOND by Commissioner Murphy. The motion carried unanimously.

MOTION by Commissioner DePratter to negotiate a seventh tower site in the Three Rivers area. SECOND by Commissioner Murphy. The motion carried unanimously.

Firefighter Assistance Grant

Columbia County Fire and Rescue applied for the Awarded Florida Firefighter Assistance Grant in the amount of \$60,004 for twenty-five (25) set of personal protective equipment ("PPE"). They have been awarded a grant in the amount of \$11,523.30 to purchase five (5) sets of PPE.

MOTION by Commissioner DePratter to approve accepting the grant. SECOND by Commissioner Phillips. The motion carried unanimously.

Open Public Comments and/or Questions:

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

Sandra Buck-Camp on the new Administrative Complex.

Carree Musgrove on her building permit issue.

Stewart Lilker on Ms. Musgrove's issue.

Ralph Kitchens on Troy Street.

Adjournment

There being no further business, the meeting adjourned at 7:15 p.m.

ATTEST:

Ronald Williams, Chairman
Board of County Commissioners

P. DeWitt Cason
Clerk of Circuit Court



7

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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

Today's Date: December 1, 2017 Meeting Date: December 7, 2017

Name: Glenn Hunter Department: Economic Development

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

Letter of support from BOCC for DEO

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? [X] N/A [] Yes Account No. [] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only:

[X] Consent Item [] Discussion Item

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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Ben Scott, County Manager

FR: Glenn Hunter, Director of Economic Development *Glenn J. Hunter*

DATE: December 1, 2017

RE: Agenda Item Request

Letter of support from Board of County Commissioners for the Regional Rural Development Grant through the Florida Department of Economic Development (DEO) to fund technical assistance provided by North Florida Economic Development Partnership.

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

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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

November 29, 2017

Darryl Register, Chairman
North Florida Economic Partnership
3200 Commonwealth Boulevard, Suite 7
Tallahassee, FL 32303

Dear Mr. Register,

On behalf of the Columbia County Board of County Commissioners, this letter is being sent to you in the support of the North Florida Economic Development Partnership (NFEDP) and its Regional Rural Development Grant applications being submitted to the Department for Economic Opportunity to benefit the economic development and growth of North Florida

Columbia County has been a member of the NFEDP since its inception of the Partnership and continues to support its growth and successes through participation and our per capital membership dues which have already been approved. Also, we have contracted with NFEDP for additional technical services. We anticipate continued progress, not only for Columbia County, but for all of the 14 counties the North Central Florida Rural Area of Opportunity (RAO) and are please to participate in an active role in this growth.

Sincerely,

Mr. Ronald Williams
Chairman

CC: Columbia County Economic Development Department



8

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: December 1, 2017 Meeting Date: December 7, 2017

Name: Glenn Hunter Department: Economic Development

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

Letter of support and resolution

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

2. Fiscal impact on current budget.

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

Budget Amendment Number: _____ Fund: _____

FROM: _____ TO: _____ AMOUNT: _____

For Use of County Manger Only:

Consent Item Discussion Item

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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Ben Scott, County Manager

FR: Glenn Hunter, Director of Economic Development *Glenn J. Hunter*

DATE: December 1, 2017

RE: Agenda Item Request

Letter of support from Board of County Commissioners for the designation of re-designation of the Rural Area of Opportunity for 5 year which allows additional benefits for our community.

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

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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

November 29, 2017

Darryl Register, Chairman
North Florida Economic Partnership
3200 Commonwealth Boulevard, Suite 7
Tallahassee, FL 32303

Dear Mr. Register,

On behalf of the Columbia County Board of County Commissioners, please accept this letter officially requesting that the North Central Florida Rural Area of Opportunity (RAO) be recertified through Executive Order of Governor Rick Scott for the five year period covering 2018-2023. The North Central Florida RAO designation should continue to apply to all of its current 14 counties including Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor and Union counties. Additionally, we request the continuation of all rural development staffing grant funding for the North Florida Economic Development Partnership (NFEDP) on behalf of the RAO because they serve a vital role for our region and this funding is significant to their sustainability and continue effectiveness.

Notwithstanding the progress that has been made in our region since our original RAO designation, there is still so much work that needs to be done to improve the economic development and job growth objectives for this region. Columbia County is looking forward to hearing that Governor Rick Scott has reviewed and recertified the designation of the North Central Florida Rural Area of Opportunity.

Sincerely,

Ronald Williams, Chairman
Columbia County Board of County Commissioners

CC: Columbia County Economic Development Department

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

RESOLUTION 2017R-56

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, EXPRESSING ITS SUPPORT THAT THE DESIGNATION OF RURAL AREA OF OPPORTUNITY (RAO) CONTINUE TO APPLY TO THE NORTH CENTRAL FLORIDA REGION INCORPORATING BAKER, BRADFORD, COLUMBIA, DIXIE, GILCHRIST, HAMILTON, JEFFERSON, LAFAYETTE, LEVY, MADISON, PUTNAM, SUWANNEE, TAYLOR, AND UNION COUNTIES (INCLUDING THE CITIES, TOWNS AND COMMUNITIES WITHIN EACH); AND, THAT ALL ENTERPRISE ZONES IN THESE COUNTIES AND COMMUNITIES CONTINUE TO EXIST; AND THE CONTINUATION OF ALL STAFFING GRANT FUNDING FOR THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP (NFEDP) THROUGH FUNDS APPROPRIATED BY THE FLORIDA LEGISLATURE AND ADMINISTERED THROUGH FLORIDA'S DEPARTMENT OF ECONOMIC OPPORTUNITY, AND PROVIDING FOR AN EFFECTIVE DATE NO LATER THAN JUNE 15, 2018.

WHEREAS, in 2003 Governor Jeb Bush, by executive order, identified fourteen counties (Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union) as one of three Rural Areas of Opportunity (RAO), and that this designation was renewed in 2013; and

WHEREAS, the North Florida Economic Development Partnership (NFEDP) was created as the regional organization work in cooperation with the 14 counties to promote and improve economic development throughout the North Central Florida region; and

WHEREAS, the various counties and municipalities in the NFEDP's region request that Governor Rick Scott renew the designation as a Rural Area of Opportunity; and

WHEREAS, the NFEDP, in cooperation with and through the support of the 14 counties, all municipalities within the 14 counties, all Workforce Development Boards serving the region, and corporate sector partners, has made great strides in improving the economic outlook for the North Central RAO by assisting with recruiting new industries, supporting infrastructure projects and working together with local communities and other organizations such as Enterprise Florida, DEO, DEP, FDOT, and the Governor's Office; and

WHEREAS, notwithstanding the progress that has been made since 2013, there is still much work that needs to be done to help these fourteen counties and the region strategically plan and actually compete for economic development projects, and to retain and expand existing businesses to generate jobs and wealth in the region.

NOW, THEREFORE, BE IT RESOLVED, that the COLUMBIA County Board of County Commissioners does hereby express its support of the following:

1. That the designation of the North Central Florida Rural Area of Opportunity (RAO) continue to apply to Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties; and
2. The continuation of all staffing grant funding be continued and expanded for the North Florida Economic Development Partnership (NFEDP) through funds appropriated by the Florida Legislature and administered through Florida's Department of Economic Development Opportunity, Enterprise Florida, Inc. and/or other designated agencies.

DULY ADOPTED this _____ day _____, 2017.

ATTEST:

By: _____

Clerk of Board/Other Official Attest

COLUMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____

Ronald Williams, Chairman



9

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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

Today's Date: November 13, 2017 Meeting Date: December 7, 2017

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

Roll over funds from 16/17 BA 18-14

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. [X] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: BA 18-14 Fund: 401-LANDFILL ENTERPRISE

FROM: 001-8400-584.90-98 RESERVES / CASH BALANCE FORWARD TO: 001-6200-562.10-12 PERSONAL SERVICES / SALARIES AMOUNT: \$3,002.00

For Use of County Manger Only:

[X] Consent Item [] Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: November 8, 2017
To: Kevin Kirby, Assistant County Manager
From: Ed Lontz, Solid Waste Director 
RE: Mosquito Control- Budget Amendment

Please find attached FDACS Budget Amendment Form #13613 for Mosquito Control to roll-forward FY16/17 monies (\$3,002) per Statue 388.311 to be re-allocated into FY17/18.

Also included on the FDACS Budget Amendment form is updating the equipment purchase allocation which was not finalized when the FDACS Certified Budget form #13617 was approved by the BOCC on October 5, 2017. The \$80K allocation into our equipment purchase account was done through BA-18-06.

The form requires the BOCC approval and signature.

If you have any questions, please advise.

ROLL FORWARD BUDGET AMENDMENT

NUMBER: _____

FUND: 001: Mosquito

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
001-8400-584.90-98 Reserves/Cash Bal Forward	001-6200-562.10-12 Local/Salaries	\$3,002.00

DESCRIPTION: Roll Forward of local mosquito control funds from FY16/17 to FY17/18.
Total Amendment is for \$3,002.00.

REFERENCE: Per Florida Statues 388.311

REQUESTED BY: Ed Lontz

388.311 Carry over of state funds and local funds.

State and local funds budgeted for the control of mosquitoes and other arthropods shall be carried over at the end of the county or district's fiscal year, and rebudgeted for such control measures the following fiscal year.

History.—s. 2, ch. 59-195.



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

Submit to:
Mosquito Control
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650

ARTHROPOD CONTROL BUDGET AMENDMENT

ADAM H. PUTNAM
COMMISSIONER

Section 388.361, F.S. and 5E-13.027, F.A.C.
Telephone (850) 617-7995 Fax (850) 617-7969

A STATEMENT EXPLAINING AND JUSTIFYING THE PROPOSED CHANGES SHOULD ACCOMPANY EACH APPLICATION FOR BUDGET AMENDMENT. USE PAGE TWO FOR THIS PURPOSE.

Amendment No. 1 Fiscal Year: 2017-2018 Date: 11/3/2017

Amending: Local Funds X State Funds (Check appropriate fund account to be amended. Use a separate form for each fund). The Board of Commissioners for COLUMBIA District hereby submits to the Department of Agriculture and Consumer Services, for its consideration and approval, the following amendment for the current fiscal year as follows:

ESTIMATED RECEIPTS

NOTE: The budget cannot be amended to show an increase in receipts over the amount budgeted unless authorized.

Total Available Cash and Receipts	Reserves	Present Budget	Increase Request	Decrease Request	Revised Budget
\$ 81,478.00	\$ -	\$ 81,478.00	\$ 83,002.00	\$ -	\$ 164,480.00

NAME SOURCE OF INCREASE: (Explain Decrease) FY16/17 Roll-Forward Monies re-budgeted FY17/18(\$3,002), Equip Purch \$80K match County Budget

BUDGETED RECEIPTS

ACCT NO	Description	Present Budget	Increase Request	Decrease Request	Revised Budget
311	Ad Valorem (Current/Delinquent)	\$ 81,478.00	\$ 80,000.00	\$ -	\$ 161,478.00
334.1	State Grant	\$ -	\$ -	\$ -	\$ -
362	Equipment Rentals	\$ -	\$ -	\$ -	\$ -
337	Grants and Donations	\$ -	\$ -	\$ -	\$ -
361	Interest Earnings	\$ -	\$ -	\$ -	\$ -
364	Equipment and/or Other Sales	\$ -	\$ -	\$ -	\$ -
369	Misc./Refunds (prior yr expenditures)	\$ -	\$ -	\$ -	\$ -
380	Other Sources	\$ -	\$ -	\$ -	\$ -
389	Loans	\$ -	\$ -	\$ -	\$ -
TOTAL RECEIPTS		\$ 81,478.00	\$ 80,000.00	\$ -	\$ 161,478.00
Beginning Fund Balance		\$ -	\$ 3,002.00	\$ -	\$ 3,002.00
Total Budgetary Receipts & Balances		\$ 81,478.00	\$ 83,002.00	\$ -	\$ 164,480.00

BUDGETED EXPENDITURES

NOTE: Total increase must equal total decrease, unless the total "Present Budget" is revised.

ACCT NO	Uniform Accounting System Transaction	Present Budget	Increase Request	Decrease Request	Revised Budget
10	Personal Services	\$ 25,852.00	\$ 3,002.00	\$ -	\$ 28,854.00
20	Personal Services Benefits	\$ 6,094.00	\$ -	\$ -	\$ 6,094.00
30	Operating Expense	\$ -	\$ -	\$ -	\$ -
40	Travel & Per Diem	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
41	Communication Services	\$ -	\$ -	\$ -	\$ -
42	Freight Services	\$ -	\$ -	\$ -	\$ -
43	Utility Service	\$ -	\$ -	\$ -	\$ -
44	Rentals & Leases	\$ -	\$ -	\$ -	\$ -
45	Insurance	\$ -	\$ -	\$ -	\$ -
46	Repairs & Maintenance	\$ 9,400.00	\$ -	\$ -	\$ 9,400.00
47	Printing and Binding	\$ -	\$ -	\$ -	\$ -
48	Promotional Activities	\$ -	\$ -	\$ -	\$ -
49	Other Charges	\$ 500.00	\$ -	\$ -	\$ 500.00
51	Office Supplies	\$ -	\$ -	\$ -	\$ -
52.1	Gasoline/Oil/Lube	\$ 6,101.00	\$ -	\$ -	\$ 6,101.00
52.2	Chemicals	\$ 30,994.00	\$ -	\$ -	\$ 30,994.00
52.3	Protective Clothing	\$ -	\$ -	\$ -	\$ -
52.4	Misc. Supplies	\$ 500.00	\$ -	\$ -	\$ 500.00
52.5	Tools & Implements	\$ -	\$ -	\$ -	\$ -
54	Publications & Dues	\$ 237.00	\$ -	\$ -	\$ 237.00
55	Training	\$ 800.00	\$ -	\$ -	\$ 800.00
60	Capital Outlay	\$ -	\$ 80,000.00	\$ -	\$ 80,000.00
71	Principal	\$ -	\$ -	\$ -	\$ -
72	Interest	\$ -	\$ -	\$ -	\$ -
81	Aids to Government Agencies	\$ -	\$ -	\$ -	\$ -
83	Other Grants and Aids	\$ -	\$ -	\$ -	\$ -
89	Contingency (Current Year)	\$ -	\$ -	\$ -	\$ -
99	Payment of Prior Year Accounts	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET AND CHARGES		\$ 81,478.00	\$ 83,002.00	\$ -	\$ 164,480.00
0.001	Reserves - Future Capital Outlay	\$ -	\$ -	\$ -	\$ -
0.002	Reserves - Self-Insurance	\$ -	\$ -	\$ -	\$ -
0.003	Reserves - Cash Balance to be Carried Forward	\$ -	\$ -	\$ -	\$ -
0.004	Reserves - Sick and Annual Leave	\$ -	\$ -	\$ -	\$ -
TOTAL RESERVES		\$ -	\$ -	\$ -	\$ -
TOTAL BUDGETARY EXPENDITURES and BALANCES		\$ 81,478.00	\$ 83,002.00	\$ -	\$ 164,480.00
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -

APPROVED: _____
Chairman of the Board, or Clerk of Circuit Court

DATE _____

APPROVED: _____
Mosquito Control Program

DATE _____



10

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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

Today's Date: November 30, 2017 Meeting Date: December 7, 2017

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

Approve grant agreement in the amount of \$90,909 to assist in the cost of litter removal

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? [X] N/A [] Yes Account No. [] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only:

[X] Consent Item [] Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: November 28, 2017
To: Kevin Kirby, Assistant County Manager
From: Pam Davis, Assistant Solid Waste Director 
RE: FY17/18 Small County Consolidated Solid Waste Grant Agreement

Please find attached the above referenced grant agreement along with attachments. This grant is from the Florida Department of Environmental Protection and utilized to assist in the cost of litter removal on county roads. The grant amount is \$90,909.

Upon approval, please have the Chairman execute the contract by signing page (2) and return to our department so that we can submit it electronically.

Please advise if you have any questions regarding this information.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project) Agreement Number
Columbia County Small County Consolidated Solid Waste Management Grant **SC804**

2. Parties **State of Florida Department of Environmental Protection**
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)
 Grantee Name: **Columbia County Board of County Commissioners** Entity Type: **Local Government**
 Grantee Address: **P. O. Box 1529** FEID: **59-6000564**
Lake City, FL 32056 (Grantee)

3. Agreement Begin Date: **October 1, 2017** Date of Expiration: **September 30, 2018**

4. Project Number: **SC803** Project Location(s): **Columbia County, FL**
(If different from Agreement Number)
 Project Description: **Columbia County Small County Consolidated Solid Waste Management**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	2017-18 GAA 1676	\$90,909.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		

6. Department's Grant Manager	Grantee's Grant Manager
Name: Henry Garrigo	Name: Ed Lontz
or successor	or successor
Address: 2600 Blair Stone Rd.	Address: 1347 NW Oosterhoudt Lane
Tallahassee, FL 32399	Lake City, FL 32055
Phone: (850) 245-8822	Phone: (386) 752-6050
Email: henry.garrigo@dep.state.fl.us	Email: elontz@columbiacountyfla.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal)
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Disclosure of Lobbying Activities (Federal)
<input type="checkbox"/> Exhibit C: DEP Property Reporting Form
<input checked="" type="checkbox"/> Exhibit D: Payment Request Summary Form
<input type="checkbox"/> Exhibit E: Quality Assurance Requirements
<input type="checkbox"/> Exhibit F: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit 1 - Tonnage Summary Report

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement is being executed by the Parties and is effective on the date in the Agreement Begin Date above or the last date signed below, whichever is later.

9. **Columbia County Board of County Commissioners**

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

10.

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT I

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any preprinted terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions between the documents that make up the Agreement, the order of precedence for the documents is as follows:
- i. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - ii. Standard Grant Agreement
 - iii. Attachment I, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication between the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. A change order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than ten percent (10%) of the total budget as last approved by the Department, or without limitation to changes to approved fund transfers between budget categories for the purchases of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to the Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by the Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Grantee meet the Agreement requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at the Grantee's expense. If the Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to the Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at the Grantee's sole expense. The Grantee shall only invoice the Department for deliverables that are completed in accordance with the Grant Work Plan. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to the Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which the Grantee may remedy the objections noted by the Department. The Grantee's failure to make adequate or acceptable said deliverables after a reasonable opportunity to do so may constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. These consequences for nonperformance shall not be considered penalties.
- b. Corrective Action Plan. If the Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. The Department shall provide the Grantee with a written request for a CAP that specifies the outstanding deficiencies. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) calendar days of the date of the written request from the Department. The CAP shall be sent to the Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

8. **Payment.**

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by the Department, the Department agrees to pay the Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.). To obtain the applicable interest rate, please refer to:
<http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- b. **Taxes.** The Department is exempted from payment of State sales and use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by the Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on **Exhibit D, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/.
- e. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to the Grant Work Plan shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- f. **Interim Payments.** Interim payments may be made by the Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by the Department's Grant Manager.
- g. **Final Payment Request.** A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the completion date of the Agreement.
- h. **Annual Appropriation Contingency.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations.
- i. **Interest Rates.** All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration.

9. **Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. **Salary/Wages.** Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. **Overhead/Indirect/General and Administrative Costs.** If the Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on the excessive rate.
- c. **Contractual Costs (Subcontractors).** Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on

the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, the Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for the Grantee's direct purchase of equipment is subject to specific approval of the Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Property Reporting Form.
 - f. Rental/Lease of Equipment – Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees or court costs, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, the Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on **Exhibit A, Progress Report Form**, to the Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) calendar days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by the Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if the Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement to a maximum percentage described in the Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. The Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Grant Work Plan. The Department shall provide written notification to Grantee of identified deficiencies and the Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by Grantee.
- c. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire Grant Work Plan. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- d. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- e. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:
 - i. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - ii. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.
 - iii. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage
 - iv. Other Insurance.
Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.
- b. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as

- described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- c. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.
 - d. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
 - e. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
 - f. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. The Department may terminate the Agreement in whole or in part by giving 30 days' written notice to the Grantee, when the Department determines, in its sole discretion, that it is in the State's interest to do so. The Department shall notify the Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee shall not furnish any service or deliverable after it receives the notice of termination, unless otherwise instructed in the notice. The Grantee shall not be entitled to recover any cancellation charges or lost profits. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described below occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement. The Grantee shall continue work on any portion of the Agreement not terminated. If, after termination, it is determined that the Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Grantee shall stop performing services on the date, and to the extent specified, in the notice.

14. Notice of Default.

If the Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, without limitation, any of the events of default listed below, the Department shall provide notice to the Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, the Grantee will be found in default, and the Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of the Department or outside the reasonable control of the Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by the Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding.

- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information.
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement; and
- i. One or more of the following circumstances, uncorrected for more than 30 calendar days unless, within the specified 30-day period, the Grantee (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by the Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of the Grantee's business or property; and/or
 - iv. An action by the Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide the Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle the Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Grantee. In case of any delay the Grantee believes is excusable, the Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date the Grantee first had reason to believe that a delay could result.

THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of the Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the Grantee (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. – b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, 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 or this Agreement.
- d. No provision in this Agreement shall require the Department to hold harmless or indemnify the Grantee, insure or assume liability for the Grantee's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make the Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit the Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it at law or in equity and upon notice to the Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Notification. The Grantee shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between the Grantee and the State, the Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its Subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in **Attachment 5, Special Audit Requirements**. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If the Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, the Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) calendar days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of the Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by the Grantee and may not be subcontracted or assigned without the prior written consent of the Department.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to the Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve the Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny the Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of the Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If the Grantee is a subsidiary of another corporation or other business entity, the Grantee asserts that its parent company will guarantee all of the obligations of the Grantee for purposes of fulfilling the obligations of the Agreement. In the event the Grantee is sold during the period the Agreement is in effect, the Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of the Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of the Grantee, its agents, servants, and employees, nor shall the Grantee disclaim its own negligence to the Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of the Department. In the event of any assignment, the Grantee remains secondarily liable for performance of the Agreement, unless the Department

expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to the Grantee of its intent to do so.

37. Prohibited Local Government Construction Preferences.

Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent (50%) or more of the cost will be paid from state-appropriated funds that have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

For any competitive solicitation that meets the criteria of this section, a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by this section.

38. Prohibited Governmental Actions for Public Works Projects.

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

- a. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.
- b. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.
- c. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:
 - i. Pay employees a predetermined amount of wages or prescribe any wage rate;
 - ii. Provide employees a specified type, amount, or rate of employee benefits;
 - iii. Control, limit, or expand staffing; or
 - iv. Recruit, train, or hire employees from designated, restricted, or single source.
- d. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.
- e. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT AGREEMENT
SPECIAL TERMS AND CONDITIONS
AGREEMENT # SC804**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is the Columbia County Small County Consolidated Waste Grant. The Project is defined in more detail in the Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period.
The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Costs Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, for actual costs not to exceed the budget amount identified in Attachment 3.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

No Equipment purchases shall be funded under this Agreement.

There will be no Land Acquisitions funded under this Agreement.

5. Match Requirements.

There is no match required on the part of the Grantee under this Agreement.

6. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

7. Additional Lobbying Requirements for Federally-Funded Agreements

This Agreement is not federally funded.

8. Miscellaneous Contract Terms.

a. Retainage.

No retainage is required under this Agreement.

b. Subcontracting.

Subcontracting is not permitted under this Agreement.

c. State-owned land.

Special Terms for Projects on State-Owned Land. The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

d. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

9. Additional Terms.

None

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT #: SC804**

ATTACHMENT 3

PROJECT TITLE: Columbia County Small County Consolidated Solid Waste Management Grant

PROJECT LOCATION: Roadside litter removal will be completed along 513 miles of roadways maintained by the Grantee. Litter debris materials will be collected from the roadways throughout Columbia County and then transported and properly disposed of at the Winfield Solid Waste Facility, which is located at 1347 NW Oosterhoudt Lane, Lake City, FL 32055.

PROJECT BACKGROUND: The Grantee currently maintains 513 miles of roadways within Columbia County and removes an average of 60 tons of illegally dumped materials collected annually and disposed of at the Grantee-maintained landfill, Winfield Solid Waste Facility. Funds provided through this agreement allow the Grantee to pay the contractual labor cost to pick up the litter from county maintained roadways. The Grantee needs this funding to help offset the cost for collection because of its small population and limited funding.

PROJECT DESCRIPTION: The Grantee, through a competitively procured vendor, Boone Improvements, performs (5) cycles annually (October 1, 2017 through September 30, 2018) on 513 miles each cycle of litter collection by hand on county maintained roadways. Approximately 60 tons of materials are collected by the contractor annually and disposed of at the Winfield Solid Waste Facility. All potentially hazardous materials are removed from the unauthorized areas and disposed of through the county's hazardous waste program at a properly permitted disposal site.

TASKS and DELIVERABLES:

Task #1: Roadside Litter Control

Task Description: As part of an existing, competitively procured contract, the Grantee's contractor will pick up litter by hand along the 513 miles of roadways maintained by the Grantee. This roadside litter removal is part of the roadside mowing and litter maintenance the contractor has been procured to complete on an annual basis, performed in five (5) cycles throughout the fiscal year (October 1, 2017 through September 30, 2018). The removed debris is disposed of at the Winfield Solid Waste Facility, and all potentially hazardous materials removed are disposed of at a properly permitted waste disposal site. The Grantee will: 1) conduct site inspections along the 513 miles of Grantee-maintained roadways to monitor its contractor; 2) respond to any complaints of roadside litter that may be received from the public (complaints about roadside dumping will be addressed outside of this Agreement); and 3) work with local Department staff to address any concerns with proper maintenance of the roadways. The Grantee also encourages its area citizens to contact the Department regarding any environmental concerns, which the Department may use to address performance issues with the Grantee.

Deliverable(s): Completion of the task as evidenced by submittal of all the following supporting documentation. In accordance with Paragraph 12 of this Agreement, the Grantee will submit a copy of the executed subcontract prior to any payment request for subcontracted work. The Grantee will submit copies of the paid invoices and checks. The invoices, provided by the contractor, will include reports of the waste collected, the disposal sites utilized and weight receipts. The Grantee will then use that documentation to complete either the **Tonnage Summary Report**, provided by the Department as **Exhibit 1** of this Grant Work Plan or its own comparable documentation. All deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review each deliverable to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of required deliverable(s) under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Budget: Allowable costs for this task are not to exceed \$90,909.00 for roadside litter removal (Contractual services).

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task No.	Task Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Roadside Litter Control	10/1/2016	9/30/2017	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services	\$90,909.00
	Total for Task:	\$90,909.00

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Contractual Services Total	\$90,909.00
Total:	\$90,909.00

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**Exhibit 1
Tonnage Summary Report**

Grantee may submit one (1) report for all disposals completed during the quarter. Complete a claim number for each disposal completed during the quarter. Attach additional pages, if necessary. Include copies of provider invoices and proof of payment for each claim.

Claim No: _____ Date of Collection: _____

Grantee (County) Name: _____ Account No.: _____

Receipt/Invoice No.: _____

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Household Solid Waste				
Household Solid Waste				

Claim No: _____ Date of Collection: _____

Grantee (County) Name: _____ Account No.: _____

Receipt/Invoice No.: _____

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Household Solid Waste				
Household Solid Waste				

Claim No: _____ Date of Collection: _____

Grantee (County) Name: _____ Account No.: _____

Receipt/Invoice No.: _____

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Household Solid Waste				
Household Solid Waste				

I, _____, certify that the information in this report is true and accurate, and that the disposal (Grantee's Grant Manager)

operations have been completed in accordance with the terms and condition of DEP Agreement No. SC804 and as described in Attachment A, Grant Work Plan, of the Agreement.

Date: _____

Grantee's Grant Manager Signature: _____

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Public Records Requirements

Attachment 4

1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If the Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
- e. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE**

**CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF
PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public
Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

ATTACHMENT 5

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) 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, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
 Room 401, Claude Pepper Building
 111 West Madison Street
 Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
 Florida Department of Environmental Protection
 Office of the Inspector General, MS 40
 3900 Commonwealth Boulevard
 Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement SC804	General Appropriations Act (GAA), Line Item 1676, Grants and Aids to Local Governments and Nonstate Entities – Fixed Capital Outlay, Solid Waste Management from Solid Waste Management Trust Fund	2017-18	37.012	Small County Consolidated Grants	\$90,909.00	140134

Total Award					\$90,909.00	
--------------------	--	--	--	--	--------------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT 6

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS**

FOR THE SMALL COUNTY CONSOLIDATED SOLID WASTE (SCCSW) GRANT PROGRAM

1. The following requirements supersede paragraph 10 of Attachment 1, Standard Terms and Conditions:

Status Reports. The Grantee shall utilize **Exhibit A, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than thirty (30) calendar days following the completion of the invoice period authorized under Chapter 62-716.310, F.A.C., and described in Attachment 3. It is hereby understood and agreed by the parties that the term "monthly" shall reflect the calendar months, and that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

2. In addition to the allowable cost categories described in Attachment 2, Special Terms and Conditions the following reimbursement provisions shall apply:

Prohibited costs. Independent of the Grantee's obligation to any subcontractors, the Department shall not reimburse any of these prohibited costs, and if such costs are charged by a Grantee's subcontractor, the Grantee shall be responsible for payment from sources other than the grant funds awarded under this Agreement. The following costs are not eligible for reimbursement under this Agreement:

- a. Indirect, overhead or administrative costs (excluding fringe benefits);
- b. Promotional items such as t-shirts and other items promoting the program;
- c. Cell phone usage;
- d. Attorney's fees or court costs;
- e. Civil or administrative penalties;
- f. Interest in real property;
- g. Handling fees, such as set percent overages associated with purchasing supplies or equipment; and
- h. Vehicles, unless authorized in Attachment 3 of this Agreement.

Travel. Authorized travel expenses are included in the allowable items described in Attachment 3 and no additional travel expenses in excess of those already described in Attachment 3 will be authorized without written approval from the Department. Any requests for reimbursement of authorized travel expenses must be submitted in accordance with Section 112.061, F.S.

Vehicle Purchases. If the Grantee is authorized to purchase a vehicle necessary to complete the work under this Agreement, the cost of such vehicle shall not exceed the total authorized in Attachment 3, for use in performing the services described in Attachment 3. The vehicle type proposed for the purchase being authorized by the Department shall be described in Attachment 3. The Grantee shall purchase the vehicle(s)

utilizing the Grantee's procurement procedures. If eligible, the Grantee should consider the Department of Management Services, State Term Contract(s), when purchasing a vehicle.

Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the vehicle purchased under this Agreement. However, the Grantee is required to account for and report on any vehicle purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. The Grantee will submit **Exhibit C, DEP Property Reporting Form**, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. Vehicle(s) purchased for the Project are subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72 and/or Chapter 69I-73, F.A.C., as applicable, and should be capitalized, when appropriate, in accordance with GAAP and the Grantee's financial reporting requirements. The following terms shall apply:

- a. The Grantee, and its authorized employees, shall have title to and use of vehicle for the authorized purposes of this Agreement as long as the required work is being satisfactorily performed. In the event that this Agreement is terminated for any reason, or the use of the vehicle is no longer needed, title of the vehicle shall be transferred to the Department.
- b. The Grantee is responsible for the implementation of manufacturer required maintenance procedures to keep the vehicle in good operating condition and to keep records of all maintenance performed on the vehicle.
- c. The Grantee shall secure and maintain comprehensive collision and general automobile liability coverage for the vehicle during the term of this Agreement. The Grantee is responsible for any applicable deductibles relating to insurance.
- d. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, the vehicle(s) purchased with state funds and held in his possession for use in this Agreement with the Department.
- e. The Grantee is responsible for the purchase of, and shall maintain a current State of Florida tag and registration for all vehicles purchased under this Agreement.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	SC804		
Grantee Name:	Columbia County BOCC		
Grantee Address:	P. O. Box 1529 Lake City, FL 32056		
Grantee's Grant Manager:	Ed Lontz	Telephone No.:	386-752-6050
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1: Progress for this reporting period: Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. SC804 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

**Exhibit D
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No.: SC804 Agreement Effective Dates: 10/1/2017-9/30/2017

Grantee: Columbia County BOCC Grantee's Grant Manager: Ed Lontz

Mailing Address: P. O. Box 1529 Lake City, FL 32056

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Indirect Cost	\$	\$	\$	\$
Contractual (Subcontractors)	\$	\$	\$	\$
Travel	\$	\$	\$	\$
Equipment (Direct Purchases)	\$	\$	\$	\$
Rental/Lease of Equipment	\$	\$	\$	\$
Miscellaneous/Other Expenses	\$	\$	\$	\$
Land Acquisition	\$	\$	\$	\$
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING IN TASK	\$		\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager Signature

Print Name

Telephone Number

Grantee's Fiscal Agent Signature

Print Name

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF PAYMENT REQUEST: This is the date you are submitting the request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line. Insert "N/A" for any budget/match categories that are not authorized under this Agreement.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. Insert "N/A" for any budget/match categories that are not authorized under this Agreement. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line. Insert "N/A" for any budget/match categories that are not authorized under this Agreement. If match is not required at all under this Agreement, insert "N/A" down the whole column.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. Insert "N/A" for any budget/match categories that are not authorized under this Agreement. If match is not required at all under this Agreement, insert "N/A" down the whole column. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.



11

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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

Today's Date: November 17, 2017 Meeting Date: December 7, 2017

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

Approve proposed contract for environmental engineering services from Darabi and Assoc.

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 [X] Yes Account No. 40134005343031 and 40134205343031 [] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only:

[X] Consent Item [] Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: November 16, 2017
To: Ben Scott, County Manager
From: Kevin Kirby, Assistant County Manager 
RE: Darabi & Associates Contract

Attached please find the proposed contract for the above referenced vendor. Also attached is a red line version to show changes made.

After negotiating, the contract was prepared splitting the difference between what Darabi and Associates asked for and the average rates obtained from five (5) other sources. See attached spreadsheet.

I am recommending approval of the attached proposed contract.

If you should need to discuss further please contact me.

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2017, between **DARABI AND ASSOCIATES, INC.**, whose mailing address is 4140 NW 37TH Place Suite A Gainesville, FL 32606 hereinafter referred to as "Engineer;" and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereinafter referred to as "County."

RECITALS

WHEREAS, Engineer is a Florida licensed professional engineer properly registered in the State of Florida to provide such services, including consulting, design and other engineering services; and

WHEREAS, County desires to retain the services of Engineer to accomplish a wide range of engineering, technical, management, consulting, and administrative services to assist bringing to completion as expeditiously as possible various projects as determined by the County Public Works Director; and

WHEREAS, Engineer will be an independent contractor, but paid on an hourly basis, or on a lump sum basis per project within the agreed upon rate structure, for the services rendered to County. No benefits will be provided to Engineer and no payroll or other taxes withheld as Engineer is an independent contractor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, they agree as follows:

1. The foregoing recitals are true and correct.
2. Engineer agrees to perform professional engineering services for the County, including but not limited to those services described in the Scope of Services in RFQ 2011-C, attached hereto and incorporated herein by reference, and such other tasks as may be specifically assigned to the Engineer and accepted by the Engineer as may be directed by the County Public Works Director.
3. The County's responsibilities in connection with the work are as follows:

- (a) provide to the Engineer available information, reports and other data in possession or available to the County to assist Engineer in performing his tasks herein described;
- (b) designate a person to act as County's representative with respect to the work to be performed under this agreement;
- (c) upon proper billing to the County, pay Engineer the agreed hourly rates as per Exhibit "1" attached hereto and incorporated herein by reference for services performed. The parties acknowledge no additional benefits will be provided by the County to the Engineer, and Engineer shall be responsible for all payroll tax and other withholding as to Engineer and/or Engineer's employees or representatives; and

4. The responsibilities of Engineer in connection with the work are as follows:

- (a) Engineer shall be an independent contract and not an employee of the County;
- (b) Engineer shall not perform any work outside the scope of services described herein without prior written authorization from the County, and any such additional work shall be reimbursed at the rates as per Exhibit "1" attached hereto and incorporated herein by reference.
- (c) Engineer shall perform all the work and services described herein, and may continue to subcontract work to others previously identified. Any of the work subcontracted to new Entities must be acknowledged by County staff.
- (d) During the term of this Agreement, Engineer will maintain his status as a properly licensed engineer in the State of Florida; and
- (e) Engineer will maintain during the term of this agreement the following insurance coverage:

- Comprehensive General Liability for a minimum limit of \$2,000,000 per occurrence on an occurrence policy form, and property damage liability for a limit of \$1,000,000 per occurrence.
 - Professional Liability for \$1,000,000.
 - Comprehensive Auto Liability for a minimum limit of \$1,000,000 per occurrence.
 - Workers Compensation coverage in the statutory amounts for the prime firm and each partner or subconsultant firm.
5. Engineer shall provide the County with the original and minimum of two (2) additional copies of documents, drawings and data summaries and such additional copies as the County may request at the County's expense for the reproduction of such documents. The original of such documents are produced for the benefit of the County and shall be the County's property, except the County agrees it will not sell or improperly publish or display the documents in any manner. The County shall be allowed to use and reproduce the documents for its own use without further consent of the Engineer and without further compensation to the Engineer provided, however, that such use and reproduction shall be without liability to the Engineer and at the sole risk of the County.
6. The County agrees to pay the Engineer in a timely manner within thirty (30) days of submission of properly completed, documented, and signed invoices from the Engineer to the County.
7. Engineer, at his own expense, indemnifies, defends and holds harmless the County from any against any and all claims arising out of or relating to personal injury (including death), or property damage which is caused by any negligent act, error or omission or willful misconduct of Engineer, his employees or subcontractors.
8. This agreement is effective from the date it is signed by both parties and will remain in effect for the initial term of three years provided either party may terminate this agreement with written notice to the other effective immediately if the other party is in material breach of this agreement and, in the case of a breach capable of remedy, fails to cure the breach within thirty (30) days of receiving written notice of the breach. Either party may cancel this agreement upon thirty (30) days prior written notice to the other party without cause. This agreement may be extended annually upon mutual

written agreement of the parties.

9. This agreement shall be governed and interpreted in accordance with the laws of the State of Florida and Columbia County, Florida shall be the sole and exclusive venue for any legal action between the parties.

10. In the event of a breach of this agreement, the defaulting party shall be liable to the prevailing non-defaulting party for all reasonable costs and attorney's fees, including appellate fees.

IN WITNESS WHEREOF, the parties have executed the agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

DARABI AND ASSOCIATES, INC.

Witness

By: _____

Print or type name

Print: _____

Witness

(SEAL)

Print or type name

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by **FRANK DARABI**, as president of **DARABI AND ASSOCIATES, INC.**, who is personally known to me or who has produced a Florida driver's license as identification.

Notary Public, State of Florida

(NOTARIAL
SEAL)

My Commission Expires:

Signed, sealed and delivered
in the presence of:

COLUMBIA COUNTY, FLORIDA

Witness

By: _____
Ronald Williams, Chairman

Print or type name

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

Witness

Print or type name

(SEAL)

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by **RONALD WILLIAMS**, as Chairperson, and **P. DEWITT CASON**, as Clerk of Courts, of the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, on behalf of the Board, who are personally known to me.

Notary Public, State of Florida

(NOTARIAL
SEAL)

My Commission Expires:

Exhibit "1"

(1) Costs

Costs shall be invoiced at the following standard billing rates and are applicable to Darabi and Associates and any subcontractors/consultants engaged by Darabi and Associates:

<u>Classification</u>	<u>Hourly Rate</u>
Principal/Senior Engineer (Darabi & Assoc.)	\$210.00
Subcontractor Principal	\$190.00
Subcontractor Senior Project Manager	\$145.00
Project Manager/Senior Scientist	\$146.00
Scientist/Engineer	\$145.00
Professional Geologist	\$141.00
Senior Inspector	\$110.00
Inspector/Sampler	\$100.00
Environmental Scientist	\$ 81.00
CAD Designer	\$ 75.00
Administrative Assistant	\$ 82.00

(2) Reimbursable Expenses

Expenses incurred, such as surveying, soil borings, subcontractors/sub consultants, travel, lodging, meals, printing, binding, drafting materials, and miscellaneous are to be charged at direct cost plus 15%. Hourly rates for services are to be charged as listed above.

(3) Adjustment for Inflation

To allow adjustment of costs for the effects of inflation and cost increases, costs can be renegotiated annually for an increase but will not exceed three (3) %.

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2017, between **DARABI AND ASSOCIATES, INC.**, whose mailing address is 4140 NW 37TH Place Suite A Gainesville, FL 32606 hereinafter referred to as "Engineer;" and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereinafter referred to as "County."

RECITALS

WHEREAS, Engineer is a Florida licensed professional engineer properly registered in the State of Florida to provide such services, including consulting, design and other engineering services; and

WHEREAS, County desires to retain the services of Engineer to accomplish a wide range of engineering, technical, management, consulting, and administrative services to assist bringing to completion as expeditiously as possible various projects as determined by the ~~County Manager~~ **County Public Works Director**; and

WHEREAS, Engineer will be an independent contractor, but paid on an hourly basis, or on a lump sum basis per project within the agreed upon rate structure, for the services rendered to County. No benefits will be provided to Engineer and no payroll or other taxes withheld as Engineer is an independent contractor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, they agree as follows:

1. The foregoing recitals are true and correct.
2. Engineer agrees to perform professional engineering services for the County, including but not limited to those services described in the Scope of Services in RFQ 2011-C, attached hereto and incorporated herein by reference, and such other tasks as may be specifically assigned to the Engineer and accepted by the Engineer as may be directed by the ~~County Manager~~ **County Public Works Director**.
3. The County's responsibilities in connection with the work are as follows:

- (a) provide to the Engineer available information, reports and other data in possession or available to the County to assist Engineer in performing his tasks herein described;
- (b) designate a person to act as County's representative with respect to the work to be performed under this agreement;
- (c) upon proper billing to the County, pay Engineer the agreed hourly rates as per Exhibit "1" attached hereto and incorporated herein by reference for services performed. The parties acknowledge no additional benefits will be provided by the County to the Engineer, and Engineer shall be responsible for all payroll tax and other withholding as to Engineer and/or Engineer's employees or representatives; and

4. The responsibilities of Engineer in connection with the work are as follows:

- (a) Engineer shall be an independent contract and not an employee of the County;
- (b) Engineer shall not perform any work outside the scope of services described herein without prior written authorization from the County, and any such additional work shall be reimbursed at the rates as per Exhibit "1" attached hereto and incorporated herein by reference.
- (c) Engineer shall perform all the work and services described herein, and shall not be authorized to subcontract any of the work without prior written authorization from the County; and may continue to subcontract work to others previously identified. Any of the work subcontracted to new Entities must be acknowledged by County staff.
- (d) During the term of this Agreement, Engineer will maintain his status as a properly licensed engineer in the State of Florida; and

- (e) Engineer will maintain during the term of this agreement the following insurance coverage:
- Comprehensive General Liability for a minimum limit of \$2,000,000 per occurrence on an occurrence policy form, and property damage liability for a limit of \$1,000,000 per occurrence.
 - Professional Liability for \$1,000,000.
 - Comprehensive Auto Liability for a minimum limit of \$1,000,000 per occurrence.
 - Workers Compensation coverage in the statutory amounts for the prime firm and each partner or subconsultant firm.

5. Engineer shall provide the County with the original and minimum of two (2) additional copies of documents, drawings and data summaries and such additional copies as the County may request at the County's expense for the reproduction of such documents. The original of such documents are produced for the benefit of the County and shall be the County's property, except the County agrees it will not sell or improperly publish or display the documents in any manner. The County shall be allowed to use and reproduce the documents for its own use without further consent of the Engineer and without further compensation to the Engineer provided, however, that such use and reproduction shall be without liability to the Engineer and at the sole risk of the County.

6. The County agrees to pay the Engineer in a timely manner within thirty (30) days of submission of properly completed, documented, and signed invoices from the Engineer to the County.

7. Engineer, at his own expense, indemnifies, defends and holds harmless the County from any against any and all claims arising out of or relating to personal injury (including death), or property damage which is caused by any negligent act, error or omission or willful misconduct of Engineer, his employees or subcontractors.

8. This agreement is effective from the date it is signed by both parties and will remain in effect for the initial term of three years provided either party may terminate this agreement with written notice to the other effective immediately if the other party is in material breach of this agreement and, in the case of a breach capable of remedy, fails to cure the breach within thirty (30) days of receiving written notice of the

breach. Either party may cancel this agreement upon thirty (30) days prior written notice to the other party without cause. This agreement may be extended annually upon mutual written agreement of the parties.

9. This agreement shall be governed and interpreted in accordance with the laws of the State of Florida and Columbia County, Florida shall be the sole and exclusive venue for any legal action between the parties.

10. In the event of a breach of this agreement, the defaulting party shall be liable to the prevailing non-defaulting party for all reasonable costs and attorney's fees, including appellate fees.

IN WITNESS WHEREOF, the parties have executed the agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

DARABI AND ASSOCIATES, INC.

Witness

By: _____

Print or type name

Print: _____

(SEAL)

Witness

Print or type name

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by **FRANK DARABI**, as president of **DARABI AND ASSOCIATES, INC.**, who is personally known to me or who has produced a Florida driver's license as identification.

Notary Public, State of Florida

(NOTARIAL
SEAL)

My Commission Expires:

Signed, sealed and delivered
in the presence of:

COLUMBIA COUNTY, FLORIDA

Witness

By: _____
~~Jody DuPree~~ **Ronald Williams,**
Chairman

Print or type name

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

Witness

Print or type name

(SEAL)

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by ~~JODY DUPREE~~ **RONALD WILLIAMS**, as Chairperson, and **P. DEWITT CASON**, as Clerk of Courts, of the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, on behalf of the Board, who are personally known to me.

Notary Public, State of Florida

(NOTARIAL
SEAL)

My Commission Expires:

Exhibit "1"

(1) Staff Costs

Staff Costs shall be invoiced at the following standard billing rates and are applicable to Darabi and Associates and any subcontractors/consultants engaged by Darabi and Associates:

<u>Classification</u>	<u>Hourly Rate</u>
Principal/Senior Engineer (Darabi & Assoc.)	\$210.00
Subcontractor Principal	\$190.00
Subcontractor Senior Project Manager	\$145.00
Project Manager/Senior Scientist	\$146.00
Scientist/Engineer	\$145.00
Professional Geologist	\$141.00
Senior Inspector	\$110.00
Inspector/Sampler	\$100.00
Environmental Scientist	\$ 81.00
CAD Designer	\$75.00
Administrative Assistant	\$ 82.00

(2) Reimbursable Expenses

Expenses incurred, such as surveying, soil borings, subcontractors/sub consultants, travel, lodging, meals, printing, binding, drafting materials, and miscellaneous are to be charged at direct cost plus 15%. Hourly rates for services are to be charged as listed above.

(3) Adjustment for Inflation

To allow adjustment of staff costs for the effects of inflation and cost increases, staff costs can be renegotiated annually for an increase but will not exceed three (3) %.



12

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

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

Today's Date: November 17, 2017 Meeting Date: December 7, 2017

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Seeking permission to enter 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: _____ Fund: _____

FROM: _____ TO: _____ AMOUNT: _____

For Use of County Manger Only:

Consent Item Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: November 17, 2017
To: Ben Scott, County Manager
From: Kevin Kirby, Assistant County Manager 
RE: Entering Private Property

I am requesting permission to enter private property located at 216 Starlight Ct. for the purpose of tree removal. A tree from the County right-of-way has fallen onto the property and owner is requesting removal.

The appropriate Hold Harmless Agreement has been obtained.

Thank you.

GENERAL RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned private property owner, Martin M. Proveaux, Jr., and COLUMBIA COUNTY, FLORIDA, by and through its representative Rick Coulombe, "County", hereby agree as follows:

WHEREAS, Owner agrees for County to enter upon Owner's property identified as parcel #00347-102 for the purpose of tree removal.

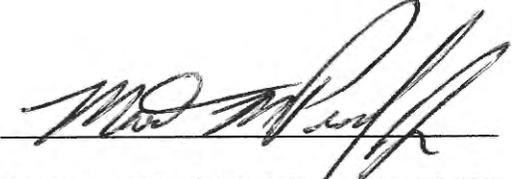
WHERE, Owner authorizes County to enter upon Owner's private property and release County from liability as a result thereof, and

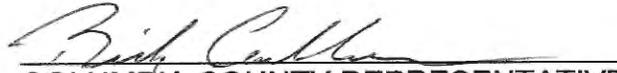
WHEREAS, County agrees to hold Owner harmless from liability as a result of County's actions upon Owner's property.

NOW THEREFORE, in consideration of the mutual covenants set forth herein the parties agree as follows:

1. Owner hereby authorizes County and its representatives to enter upon Owner's property for the purpose of tree removal.
2. Owner hereby releases County together with its agents, representatives and employees from any and all actions cause of actions or liability, including for trespass damages or other claims or demands whatsoever, in law or in equity as a result of County's actions upon Owner's property, so long as the same is not done in any grossly negligent manner.
3. County hereby agrees to hold Owner harmless from any liability as a result of County's actions upon Owner's property or the actions of any third parties, which may enter on Owner's property upon County's direction or authorization.

Dated this 16TH day of NOVEMBER, 2017.


PROPERTY OWNER SIGNATURE


COLUMBIA COUNTY REPRESENTATIVE
Rick Coulombe, Tree Crew Foreman





13

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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

Today's Date: November 21, 2017 Meeting Date: December 7, 2017

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

Utility permit for Comcast for NW Turner Ave.

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? [X] N/A [] Yes Account No. [] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only:

[X] Consent Item [] Discussion Item

**COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS
UTILITY PERMIT**

Date: 11-17-17 Permit No. _____ County Road NW TURNER AVE Section No. _____

Permittee COMCAST (KATRIN SANTANA)

Address 7666 BLANDING BLVD Telephone Number (904)777-9052 ext 267

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain PLACE 2030' OF AERIAL CATV FACILITIES ALONG NW TURNER AVE TO SERVE 320 NW TURNER AVE (SEE PLANS)

FROM: NW PARK RD TO: N OF NW AMANDA ST

Submitted for the Utility Owner by: KATRIN SANTANA
Typed Name & Title Signature Date

1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within corporate limits of Municipality: YES () NO (). If YES: LAKE CITY () FORT WHITE (). A letter of notification was mailed on 11-17-17 to the following utility owners FPL

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is _____, located at _____ Telephone Number _____. The PERMITTEE's employee responsible for Maintenance of Traffic is _____ Telephone Number _____ (This name may be provided at the time of the 24 hour notice to starting work.)

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

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

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

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

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

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

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

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

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

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

12. Additional Stipulations: _____

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

Submitted By: **KATRIN SANTANA**
Permittee

Place Corporate Seal

KATRIN SANTANA Digitally signed by KATRIN SANTANA
Date: 2017.11.17 10:16:06 -05'00'
Signature and Title

Attested

Utilities Permit
Page three
Revised: 8/17/00

Recommended for Approval:

Signature: 
Title: ASS County Manager
Date: 11-20-17

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

YES () NO ()

Date Approved: _____

Chairman's Signature: _____

*Rec'd
11-20-17*

320 NW TURNER AVE
CITY PERMIT
COVER

BINDING SPACE



SITE MAP
 SCALE: NONE

MOT NOTES

TRAFFIC CONTROL SHALL COMPLY WITH FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND F.D.O.T. DESIGN STANDARD #NO. 600.

PROJECT TOTALS

PROP. BURIED CATV:	0'
PROP. OH CATV:	2030'
TOTAL PROP. CATV:	2030' (0.05MI.)



COLUMBIA COUNTY, FL
RIGHT-OF-WAY PERMIT

SUBJECT:
 PROPOSED AERIAL CATV
 FACILITIES ON NW TURNER
 AVE

GFA:
 N/A

COUNTY:	COLUMBIA
STATE:	FLORIDA
SHEET NO.:	1 OF 4
DATE:	11/17/2017
MAP:	-
DRAFTED BY: K. SANTANA	

320 NW TURNER AVE
CITY PERMIT
NOTES & TYPICALS

BINDING SPACE

COLUMBIA COUNTY AERIAL NOTES

ALL PROPOSED CONSTRUCTION WILL BE PER COLUMBIA COUNTY SPECIFICATIONS AS WELL AS ALL NESC SAFETY CODES.

ALL PROPOSED CATV WILL BE WITHIN THE COLUMBIA COUNTY RIGHT-OF-WAY.

ALL PROPOSED CATV WILL BE .700" OR .840" DIAMETER, INSULATED COAXIAL CABLE OR 1.0" DIAMETER, INSULATED FIBER OPTIC CABLE, AND WILL BE LASHED TO .250" STEEL STRAND CABLE USING .125" STD. GALV. LASHING WIRE.

ALL PROPOSED AERIAL CATV CROSSINGS (BOTH ROADWAYS AND DRIVEWAYS) WILL HAVE MINIMUM MID-SPAN HEIGHT OF 18'-0".

ALL OTHER PROPOSED AERIAL CATV WILL HAVE MINIMUM MID-SPAN HEIGHT OF 16'-6" AS PER NESC SPECIFICATIONS.

NOTIFICATIONS TO ALL UTILITIES INVOLVED WILL BE MADE PRIOR TO CONSTRUCTION.

ALL UTILITIES LOCATED BY VISUAL INSPECTION, TO VERIFIED BY LOCATES.

EOT REPRESENTS EDGE OF TRAVEL NOT TRUE EDGE OF PAVEMENT.

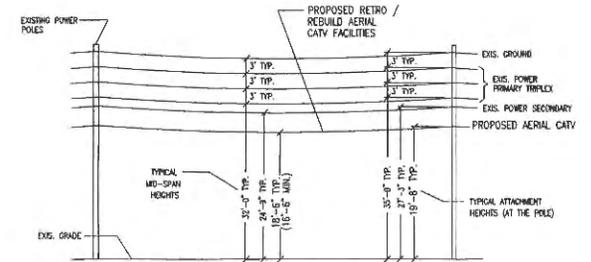
E/P REPRESENTS THE TRUE EDGE OF PAVEMENT.

EOD REPRESENTS THE EDGE OF DIRT.

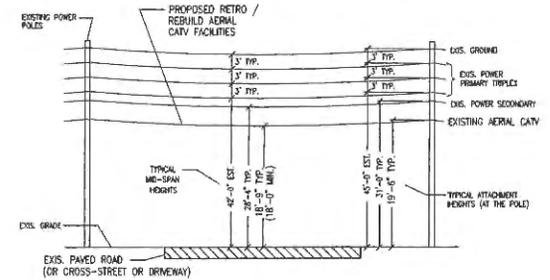
HAND DIG TRENCHES 36" DEEP ACROSS DIRT ROAD.

LEGEND			
✕	POWER POLE	—	BORE
⊗	POWER TRANSFORMER POLE	—	SWALE/DITCH
⊕	JOINT USE TRANSFORMER POLE	—	GUARD RAIL
○	PHONE POLE	—	FENCE LINE
●	CATV POLE	—	PROPOSED OVERHEAD CATV
⊙	STEEL POLE	—	PROPOSED BURIED CATV
⊛	CONCRETE POLE	—	EXISTING OVERHEAD CATV
⊞	JOINT USE POLE	—	EXISTING BURIED CATV
⊚	RISER	—	OVERHEAD ELECTRIC
⊠	ANCHOR	—	BURIED ELECTRIC
	OVERHEAD GUY	—	GAS
∇	CATV FIBER VAULT	—	OVERHEAD TELEPHONE
⊞	TRAFFIC SIGNAL VAULT	—	BURIED TELEPHONE
⊙	TRAFFIC SIGNAL POLE	—	SANITARY SEWER
⊞	TRAFFIC SIGNAL BOX	—	STORM SEWER
⊙	CROSS SECTION REFERENCE	—	WATER
???	AERIAL FOOTAGE	—	CENTERLINE
???	U/G FOOTAGE	—	EDGE OF PAVEMENT
/	REFERENCE POINT	—	BACK OF CURB
	STORM DRAIN	—	RIGHT OF WAY

TYPICAL "PARALLEL"
 SCALE: NONE



TYPICAL "CROSSING"
 SCALE: NONE



USE CASE 1 M.O.T.

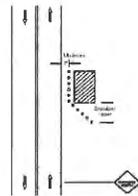


COLUMBIA COUNTY, FL
RIGHT-OF-WAY PERMIT

SUBJECT: PROPOSED AERIAL CATV FACILITIES ON NW TURNER AVE		320 NW TURNER AVE	
COUNTY: COLUMBIA		STATE: FLORIDA	
SHEET NO.: 2 OF 4		DATE: 11/17/2017	
GFA: N/A		MAP: --	
		DRAFTED BY: K. SANTANA	

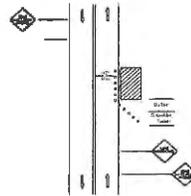
320 NW TURNER AVE CITY PERMIT M.O.T. CASES

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



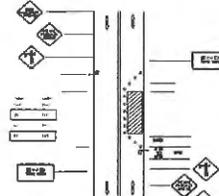
CASE 1 M.O.T.

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



CASE 2 M.O.T.

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



CASE 3 M.O.T.

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

LEGEND

- Channeled Device
- ⊕ Flagger Symbol
- ⊕ Portable Sign Support
- ⊕ Arrow Display
- ⊕ High Level Warning Device
- ▨ Work Area
- ⊕ Warning Sign

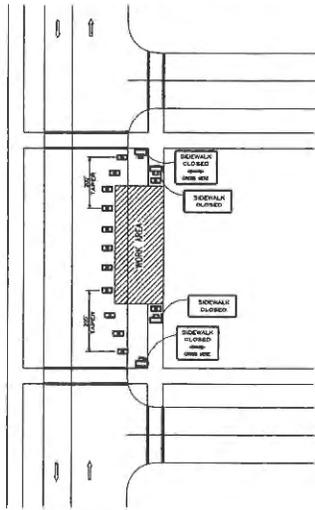
SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS**		
	A	B	C
URBAN (low speed)	100	100	100
URBAN (high speed)	300	300	300
RURAL	500	500	500
Expressway/Freeway	1,000	1,500	2,040

2.48mph = high speed

* SPEED CATEGORY TO BE DETERMINED BY HIGHWAY AGENCY
** DISTANCES ARE SHOWN IN FEET. THE COLUMN HEADING A, B, AND C ARE THE DIMENSIONS SHOWN IN FIGURES 801-1 THROUGH 804-1 OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE A DIMENSION IS THE DISTANCE FROM THE TRAVEL OR POINT OF RESTRICTION TO THE FIRST SIGN. THE B DIMENSION IS THE DISTANCE BETWEEN THE FIRST AND SECOND SIGNS. THE C DIMENSION IS THE DISTANCE BETWEEN THE SECOND AND THIRD SIGNS. THE THIRD SIGN IS THE FIRST ONE IN THE THREE-SIGN SERIES ENCOUNTERED BY A DRIVER APPROACHING A TEMPORARY TRAFFIC CONTROL ZONE.
NOTE: LONGITUDINAL DIMENSIONS ARE TO BE ADJUSTED TO FIT FIELD CONDITIONS. SEE FORM INDEX NO. 002

MID-BLOCK SIDEWALK CLOSURE



BINDING SPACE

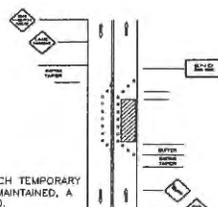
GENERAL NOTES

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

CONDITIONS

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

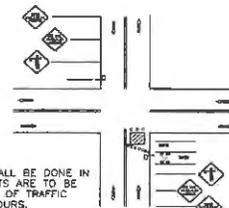
Work in Travel Lane or a Minor Urban Street
(Maintaining Two-Way Traffic)



CASE 4 M.O.T.

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

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



CASE 5 M.O.T.

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

TAPER LENGTH CRITERIA

TYPE OF TAPER	TAPER LENGTH (L)**
MERGING TAPER	AT LEAST L
SHIFTING TAPER	AT LEAST 0.5L
SHOULDER TAPER	AT LEAST 0.5L
ONE LANE TWO WAY TRAFFIC TAPER	100 FT MAXIMUM
DOWNSTREAM TAPER	100 FT PER LANE

* FORMULAS FOR L ARE AS FOLLOWS

FOR SPEED LIMITS OF 40 MPH OR LESS
L = 50 * S

FOR SPEED LIMITS OF 45 MPH OR GREATER
L = 50 * S

WHERE: L = TAPER LENGTH IN FEET

S = MPH OF OFFSET IN FEET

= POSTED SPEED LIMIT

MAINTENANCE OF TRAFFIC REQUIREMENTS

- ANY MODIFICATIONS OF THIS MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED TO THE CITY OF JACKSONVILLE, TRAFFIC ENGINEERING DIVISION FOR REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION.
- PROJECT WORK HOURS ARE BETWEEN 7:00 AM TO 7:00 PM ON RESIDENTIAL STREETS, AND 8:00 AM TO 4:00 PM ON COLLECTOR OR ARTERIAL STREETS.
- CONTRACTOR MUST MAINTAIN EXISTING SIGNING. IF SIGNS ARE DAMAGED DUE TO HIS ACTIVITY, THE CONTRACTOR IS REQUIRED TO REPLACE THEM IN ACCORDANCE WITH CURRENT CITY STANDARD SPECIFICATIONS IMMEDIATELY.
- THIRTY FOOT RADI ARE REQUIRED AT ALL INTERSECTIONS WHERE THE ROADWAY IS REBUILT.
- ACCESS TO ALL STREETS AND DRIVEWAYS TO BE MAINTAINED AT ALL TIMES. IF SIDEWALKS ARE DISRUPTED AND HAVE TO BE REPLACED, HANDICAP RAMPS ARE TO BE INSTALLED.
- THE CONTRACTOR SHALL CONFINE HIS ACTIVE WORK AREA TO NO MORE THAN ONE BLOCK AT A TIME.
- THE ROADWAY SHALL BE RESTORED TO AT LEAST A UNIFORM SURFACE BEFORE IT IS REOPENED TO TRAFFIC, AND BEFORE THE CONTRACTOR MOVES ON TO THE NEXT CONSTRUCTION ZONE.
- DUST CONTROL MEASURES SHALL BE IMPLEMENTED ON ALL UNPAVED SURFACES UNTIL PAVED.
- WHERE CONSTRUCTION PHASING IS NOT SHOWN ON PLANS, OR IF CONTRACTOR WANTS TO ALTER THE PHASING SHOWN, CONTRACTOR IS TO SUBMIT PHASING PLAN WITH A PROPOSED CONSTRUCTION SCHEDULE TO TRAFFIC ENGINEERING PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY TRAFFIC ENGINEERING DIVISION (387-8861) A MINIMUM OF 8 WORKING DAYS PRIOR TO IMPLEMENTATION OF THE M.O.T.
- TRAFFIC SIGNAL VEHICLE LOOPS SHALL BE RESTORED TO PROPER OPERATION WITHIN 36 HOURS OF BEING DESTROYED OR DAMAGED. CONTACT TERRY SANDEN AT 387-8571 OR MASON BLOYD AT 387-8887 A MINIMUM OF 48 HOURS PRIOR TO WORKING NEAR A SIGNALIZED INTERSECTION.

COMCAST
PROPRIETARY AND CONFIDENTIAL
5934 Richard St
Jacksonville, FL 32216

COLUMBIA COUNTY, FL RIGHT-OF-WAY PERMIT

320 NW TURNER AVE

SUBJECT:	COUNTY: COLUMBIA
PROPOSED AERIAL CATV FACILITIES ON NW TURNER AVE	STATE: FLORIDA
	SHEET NO.: 3 OF 4
	DATE: 11/17/2017
CFR: N/A	MAP: -
	DRAFTED BY: K. SANTANA



14

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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

Today's Date: November 21, 2017 Meeting Date: December 7, 2017

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

Utility permit for Comcast for SW Sisters Welcome Rd.

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? [X] N/A [] Yes Account No. [] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only:

[X] Consent Item [] Discussion Item

**COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS
UTILITY PERMIT**

Date: 8/16/2017 Permit No. _____ County Road SW SISTERS WELCOME RD Section No. _____

Permittee COMCAST (ASHLEY MCCABE)

Address 7666 BLANDING BLVD Telephone Number (904)777-9052 ext 223

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain PLACING 617' OF O/H CATV FACILITIES ALONG SW SISTERS WELCOME RD.(SEE PLANS)

FROM: SW GROUSE PL TO: W US HWY 90

Submitted for the Utility Owner by: ASHLEY MCCABE

Typed Name & Title	Signature	Date
--------------------	-----------	------

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

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is _____, located at _____ Telephone Number _____. The PERMITTEE's employee responsible for Maintenance of Traffic is _____ Telephone Number _____ (This name may be provided at the time of the 24 hour notice to starting work.)

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

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

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

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

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

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

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

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

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

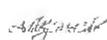
11. Special instructions: Minimum cover of thirty inches (30") will be required at all locations. Columbia County will not be financially responsible for any damage to facilities with less than thirty inches (30") cover. Cables shall not be located within driveway ditches.

12. Additional Stipulations: _____

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

Submitted By: **ASHLEY MCCABE**
Permittee

Place Corporate Seal



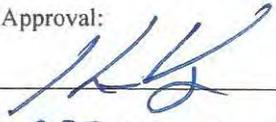
Digitally signed by ASHLEY
Date: 2017.02.09 13:08:23 -05'00'

Signature and Title

Attested

Utilities Permit
Page three
Revised: 8/17/00

Recommended for Approval:

Signature: 
Title: ASS County Manager
Date: 11-21-17

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

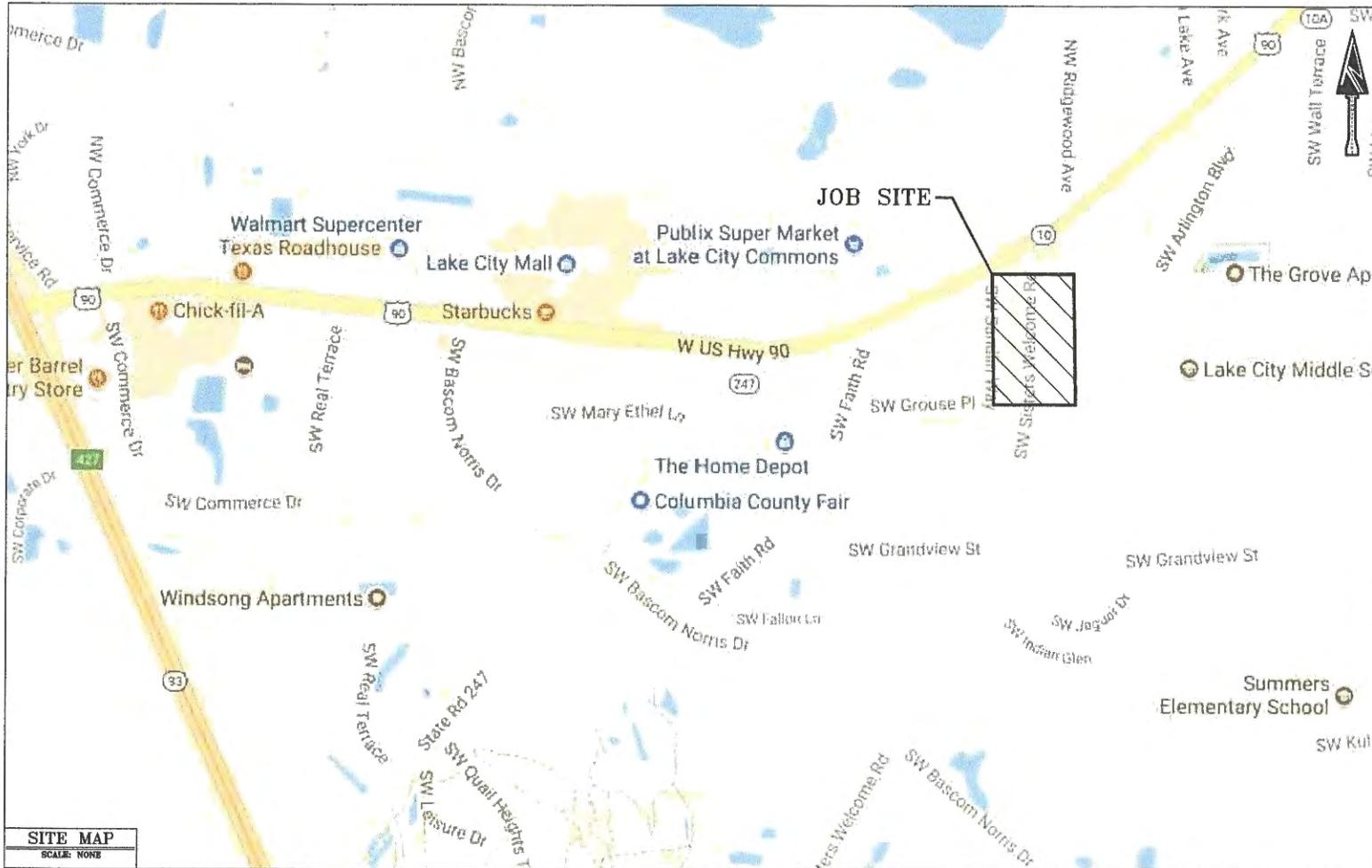
YES () NO ()

Date Approved: _____

Chairman's Signature: _____

*Rec'd
11-20-17*

**SW SISTERS WELCOME RD
COUNTY PERMIT
COVER**



SITE MAP
SCALE: NONE

MOT NOTES

TRAFFIC CONTROL SHALL COMPLY WITH FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND F.D.O.T. DESIGN STANDARD #NO. 600.

PROJECT TOTALS

PROP. BURIED CATV:	0'
PROP. OH CATV:	617'
TOTAL PROP. CATV:	617' (0.11MI.)

COMCAST
PROPRIETARY AND CONFIDENTIAL
5934 Richard St
Jacksonville, FL 32216

**COLUMBIA COUNTY, FL
RIGHT-OF-WAY PERMIT**

SUBJECT:
PROPOSED O/H CATV
FACILITIES ON SW SISTERS
WELCOME RD.
DFA:
N/A

LC02:
COUNTY: COLUMBI/
STATE: FLORID/
SHEET NO.: 1 OF 1
DATE: 08/18/2017
MAP: N/A
DRAFTED BY: A.K.A

SW SISTERS WELCOME RD COUNTY PERMIT NOTES & TYPICALS

BINDING SPACE

COLUMBIA COUNTY AERIAL NOTES

ALL PROPOSED CONSTRUCTION WILL BE PER COLUMBIA COUNTY SPECIFICATIONS AS WELL AS ALL NESC SAFETY CODES.

ALL PROPOSED CATV WILL BE WITHIN THE COLUMBIA COUNTY RIGHT-OF-WAY.

ALL PROPOSED CATV WILL BE .700" OR .840" DIAMETER, INSULATED COAXIAL CABLE OR 1.0" DIAMETER, INSULATED FIBER OPTIC CABLE, AND WILL BE LASHED TO .250" STEEL STRAND CABLE USING .125" STD. GALV. LASHING WIRE.

ALL PROPOSED AERIAL CATV CROSSINGS (BOTH ROADWAYS AND DRIVEWAYS) WILL HAVE MINIMUM MID-SPAN HEIGHT OF 18'-0".

ALL OTHER PROPOSED AERIAL CATV WILL HAVE MINIMUM MID-SPAN HEIGHT OF 16'-6" AS PER NESC SPECIFICATIONS.

NOTIFICATIONS TO ALL UTILITIES INVOLVED WILL BE MADE PRIOR TO CONSTRUCTION.

ALL UTILITIES LOCATED BY VISUAL INSPECTION, TO VERIFIED BY LOCATES.

EOT REPRESENTS EDGE OF TRAVEL NOT TRUE EDGE OF PAVEMENT.

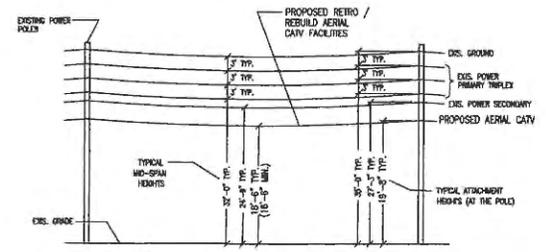
E/P REPRESENTS THE TRUE EDGE OF PAVEMENT.

EOD REPRESENTS THE EDGE OF DIRT.

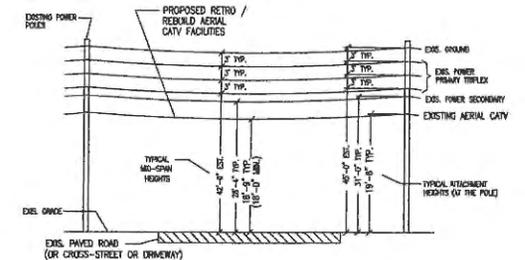
HAND DIG TRENCHES 36" DEEP ACROSS DIRT ROAD.

LEGEND	
<ul style="list-style-type: none"> ⊗ POWER POLE ⊗ POWER TRANSFORMER POLE ⊗ JOINT USE TRANSFORMER POLE ○ PHONE POLE ● CATV POLE ● STEEL POLE ● CONCRETE POLE ⊗ JOINT USE POLE ⊗ RISER ⊗ ANCHOR OVERHEAD GUY ⊗ CATV FIBER VAULT ⊗ TRAFFIC SIGNAL VAULT ⊗ TRAFFIC SIGNAL POLE ⊗ TRAFFIC SIGNAL BOX ⊗ CROSS SECTION REFERENCE ???' AERIAL FOOTAGE ???' U/G FOOTAGE — REFERENCE POINT ▨ STORM DRAIN 	<ul style="list-style-type: none"> — BORE — SWALE/DITCH — GUARD RAIL — FENCE LINE — PROPOSED OVERHEAD CATV — PROPOSED BURIED CATV — EXISTING OVERHEAD CATV — EXISTING BURIED CATV — OVERHEAD ELECTRIC — BURIED ELECTRIC — GAS — OVERHEAD TELEPHONE — BURIED TELEPHONE — SANITARY SEWER — STORM SEWER — WATER — CENTERLINE — EDGE OF PAVEMENT — BACK OF CURB — RIGHT OF WAY

**TYPICAL
"PARALLEL"**
SCALE: NONE



**TYPICAL
"CROSSING"**
SCALE: NONE



USE CASE 1 M.O.T.



COLUMBIA COUNTY, FL RIGHT-OF-WAY PERMIT

SUBJECT:	PROPOSED O/H CATV FACILITIES ON SW SISTERS WELCOME RD.	COUNTY:	COLUMBIA
		STATE:	FLORIDA
		SHEET NO.:	2 OF 2
		DATE:	08/18/2011
		MAP:	N/A
		DRAFTED BY:	A.K.A.

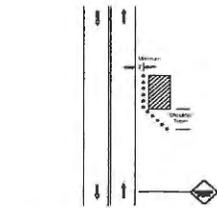
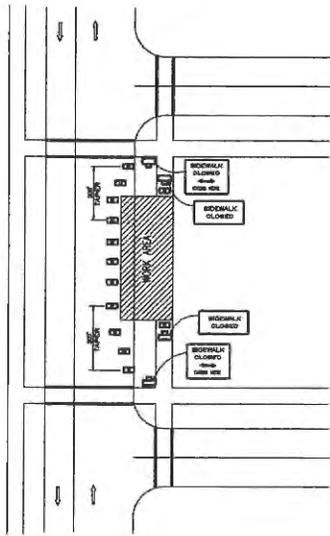
SW SISTERS WELCOME RD COUNTY PERMIT M.O.T. CASES

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

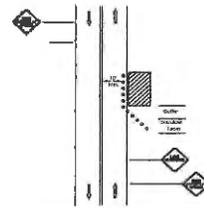
Shoulder Work With Minor Encroachment
(Within 2' of the Edge of Pavement)

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

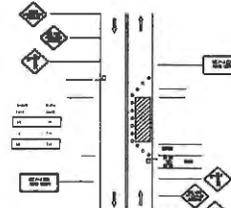
MID-BLOCK SIDEWALK CLOSURE



CASE 1 M.O.T.



CASE 2 M.O.T.



CASE 3 M.O.T.

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

LEGEND

- ⊛ Channelizing Device
- ⊠ Flagger Symbol
- X Portable Sign Support
- Arrow Display
- ⊛ High Level Warning Device
- ▨ Work Area
- ⊕ Warning Sign

SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS**		
	A	B	C
URBAN (low speed)	100	100	100
URBAN (high speed)	300	350	350
RURAL	500	500	500
Expressway/Freeway	1,000	1,500	2,040

2 45mph = High speed

* SPEED CATEGORY TO BE DETERMINED BY HIGHWAY AGENCY
** DIMENSIONS ARE SHOWN IN FEET. THE COLUMN HEADING A, B, AND C ARE THE DIMENSIONS SHOWN IN FIGURES BHC-1 THROUGH BHC-6 OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. DIMENSION A IS THE DIMENSION FROM THE POSITION OR POINT OF RESTRICTION TO THE FIRST SIGN. DIMENSION B IS THE DISTANCE BETWEEN THE FIRST AND SECOND SIGNS. DIMENSION C IS THE DISTANCE BETWEEN THE SECOND AND THIRD SIGNS. THE THIRD SIGN IS THE FIRST ONE IN THE THREE-SIGN SEQUENCE. DIMENSIONS ARE TO BE ADJUSTED TO FIT FIELD CONDITIONS. SEE FOOT INDEX NO. 600.

TAPER LENGTH CRITERIA

TYPE OF TAPER	TAPER LENGTH (L)*
MERGING TAPER	AT LEAST L
SHIFTING TAPER	AT LEAST 0.5L
SHOULDER TAPER	AT LEAST 0.35L
ONE LANE, TWO WAY TRAFFIC TAPER	100 FT. MAXIMUM
DOWNSTREAM TAPER	100 FT PER LANE

* FORMULAS FOR L ARE AS FOLLOWS

FOR SPEED LIMITS OF 40 MPH OR LESS

FOR SPEED LIMITS OF 45 MPH OR GREATER

$$L = \frac{W \cdot S}{50}$$

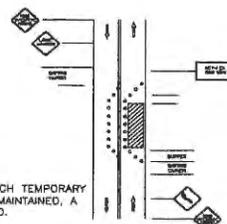
$$L = WS$$

WHERE: L = TAPER LENGTH IN FEET
W = WIDTH OF OFFSET IN FEET
S = POSTED SPEED LIMIT

MAINTENANCE OF TRAFFIC REQUIREMENTS

- ANY MODIFICATIONS OF THIS MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED TO THE CITY OF JACKSONVILLE, TRAFFIC ENGINEERING DIVISION FOR REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION.
- PROJECT WORK HOURS ARE BETWEEN 7:00 AM TO 7:00 PM ON RESIDENTIAL STREETS, AND 9:00 AM TO 4:00 PM ON COLLECTOR OR ARTERIAL STREETS.
- CONTRACTOR MUST MAINTAIN EXISTING SIGNING. IF SIGNS ARE DAMAGED DUE TO HIS ACTIVITY, THE CONTRACTOR IS REQUIRED TO REPLACE THEM IN ACCORDANCE WITH CURRENT CITY STANDARD SPECIFICATIONS IMMEDIATELY.
- THIRTY FOOT RADIUS ARE REQUIRED AT ALL INTERSECTIONS WHERE THE ROADWAY IS RESTRICTED.
- ACCESS TO ALL STREETS AND DRIVEWAYS TO BE MAINTAINED AT ALL TIMES.
- IF SIDEWALKS ARE DISTURBED AND HAVE TO BE REPLACED, HANDICAP RAMPERS ARE TO BE INSTALLED.
- THE CONTRACTOR SHALL CONFINE HIS ACTIVE WORK AREA TO NO MORE THAN ONE BLOCK AT A TIME.
- THE ROADWAY SHALL BE RESTORED TO AT LEAST A LIMELOCK SURFACE BEFORE IT IS RESPONDED TO TRAFFIC AND BEFORE THE CONTRACTOR MOVES ON TO THE NEXT CONSTRUCTION ZONE.
- DUST CONTROL MEASURES SHALL BE IMPLEMENTED ON ALL UNPAVED SURFACES UNTIL PAVED.
- WHERE CONSTRUCTION PHASING IS NOT SHOWN ON PLANS, OR IF CONTRACTOR WANTS TO ALTER THE PHASING SHOWN, CONTRACTOR IS TO SUBMIT PHASING PLAN WITH A PROPOSED CONSTRUCTION SCHEDULE TO TRAFFIC ENGINEERING PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL NOTIFY TRAFFIC ENGINEERING DIVISION (387-5581) A MINIMUM OF 5 WORKING DAYS PRIOR TO IMPLEMENTATION OF THE M.O.T.
- TRAFFIC SIGNAL VEHICLE LDDPS SHALL BE RESTORED TO PROPER OPERATION WITHIN 30 HOURS OF BEING DESTROYED OR DAMAGED. CONTACT TERRY SANDEN AT 387-8071 OR MASON BOYD AT 387-8807 A MINIMUM OF 48 HOURS PRIOR TO WORKING NEAR A SIGNALIZED INTERSECTION.

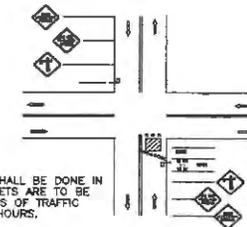
Work in Travel Lane or a Minor Urban Street
(Maintaining Two-Way Traffic)



CASE 4 M.O.T.

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

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



CASE 5 M.O.T.

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

GENERAL NOTES

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

CONDITIONS

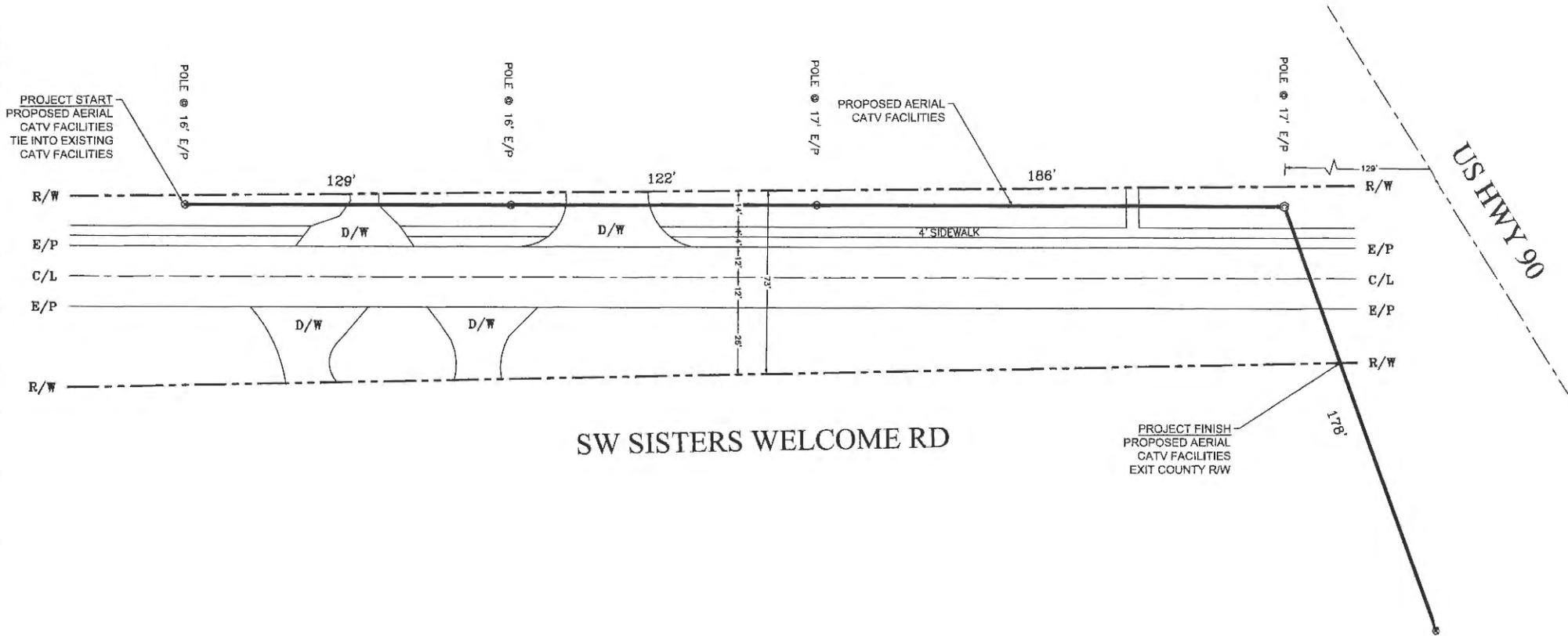
WHERE ANY VEHICLE, EQUIPMENT WORKERS OR THEIR ACTIVITIES ENCRoACH ON THE SIDEWALK FOR A PERIOD OF MORE THAN 60 MINUTES

COMCAST
PROPRIETARY AND CONFIDENTIAL
5934 Richard St
Jacksonville, FL 32216

COLUMBIA COUNTY, FL
RIGHT-OF-WAY PERMIT

SUBJECT: PROPOSED 0/H CATV FACILITIES ON SW SISTERS WELCOME RD.
COUNTY: COLUMBIA
STATE: FLORIDA
SHEET NO.: 3 OF 3
DATE: 08/18/2017
MAP: N/A
DRAFTED BY: A.K.N.

**SW SISTERS WELCOME RD
COUNTY PERMIT
PLAN VIEW**



BINDING SPACE

COMCAST
PROPRIETARY AND CONFIDENTIAL
5934 Richard St
Jacksonville, FL 32216

**COLUMBIA COUNTY, FL
RIGHT-OF-WAY PERMIT**

SUBJECT:
PROPOSED O/H CATV
FACILITIES ON SW SISTERS
WELCOME RD.
CIFA:
N/A

LC021
COUNTY: COLUMBI/
STATE: FLORID/
SHEET NO.: 4 OF .
DATE: 08/18/201
MAP: N/
DRAFTED BY: A.K.A



15

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

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

Today's Date: November 28, 2017 Meeting Date: December 7, 2017

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Utility permit from Comcast for Meeks 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: _____ Fund: _____

FROM: _____ TO: _____ AMOUNT: _____

For Use of County Manger Only:

Consent Item Discussion Item

**COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS
UTILITY PERMIT**

Date: 11/27/2017 Permit No. _____ County Road 261 NW Meeks St Section No. _____

Permittee FCG/Comcast

Address 13453 N. Main St. Suite 206, Jacksonville FL 32218 Telephone Number (904) 551-7859

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain Proposed aerial CATV facilities, project begins at Pole #1, aerial overlash W 237 ft to Pole #2,

aerial overlash 76 ft to Pole #3 to end project.

FROM: ASAP TO: 60 days

Submitted for the Utility Owner by: Jennifer Sanders - Authorized Comcast Agent Jennifer Sanders 11/27/2017
Typed Name & Title Signature Date

1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within corporate limits of Municipality: YES () NO (). If YES: LAKE CITY () FORT WHITE (). A letter of notification was mailed on 11/27/2017 to the following utility owners _____

FP&L

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is _____, located at _____ Telephone Number _____. The PERMITTEE's employee responsible for Maintenance of Traffic is _____ Telephone Number _____ (This name may be provided at the time of the 24 hour notice to starting work.)

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

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

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

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

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

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

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

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

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

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

12. Additional Stipulations: _____

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

Submitted By: _____
Permittee

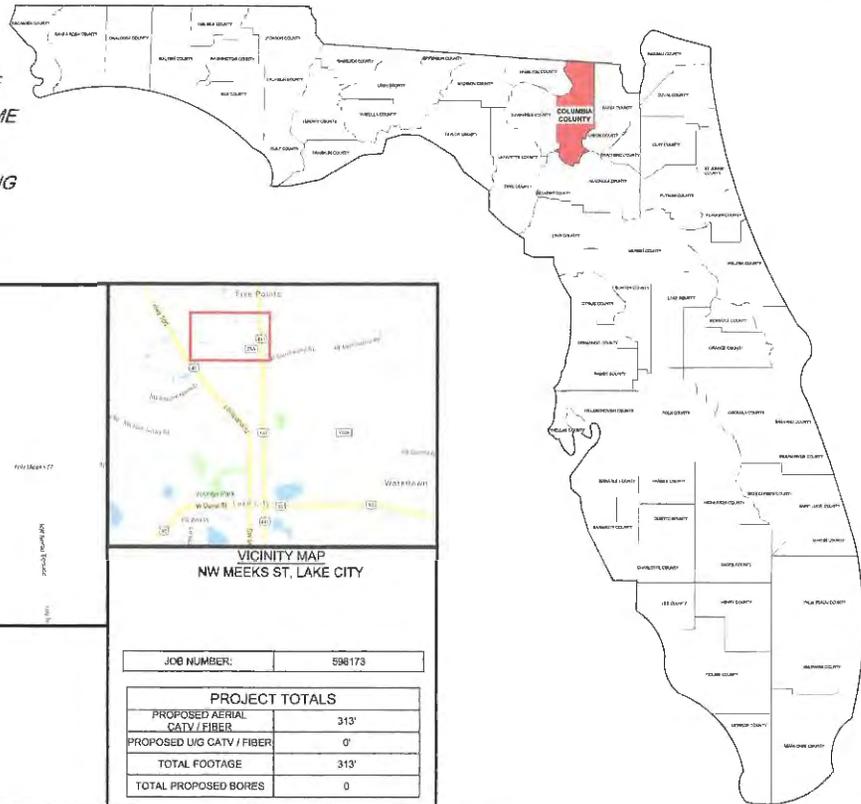
Place Corporate Seal

Signature and Title

Attested

**COMCAST PERMIT REQUEST FOR
261 NW MEEKS ST, LAKE CITY, FL.**

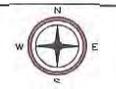
THESE PLANS WERE PREPARED UNDER THE
RESPONSIBLE CHARGE OF COMCAST FULL TIME
EMPLOYEE MR. LARRY PAYNE AND
ARE EXEMPT FROM THE SIGNING AND SEALING
REQUIREMENTS PRESCRIBED IN
SECTION 471 OF THE FLORIDA STATUTES



VICINITY MAP
NW MEEKS ST, LAKE CITY

**JOB SITE:
NW MEEKS ST
LAKE CITY, FL 32024**

JOB NUMBER:	598173
PROJECT TOTALS	
PROPOSED AERIAL CATV / FIBER	313'
PROPOSED UG CATV / FIBER	0'
TOTAL FOOTAGE	313'
TOTAL PROPOSED BORES	0



**COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT**

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

- ⊙ CONCRETE POLE
- ⊗ WOOD POLE
- ⊕ RISER POLE
- ⊞ PEDESTAL
- ⊟ VAULT
- ⊠ MANHOLE

PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA	
VICINITY VIEW	CITY: LAKE CITY
STREET NO. TOP	COUNTY: COLUMBIA
SCALE: NOT TO SCALE	STATE: FLORIDA

NOTES

ALL PROPOSED CONSTRUCTION WILL BE PER THE COLUMBIA COUNTY SPECIFICATIONS AS WELL AS ALL NECESSARY SAFETY CODES.

ALL PROPOSED CATV WILL BE WITHIN THE COLUMBIA COUNTY RIGHT-OF-WAY.

ALL PROPOSED UNDERGROUND CATV WILL BE BURIED A MINIMUM OF 36" DEEP EXCEPT ROAD BORES 48" DEEP AND DRIVEWAY BORES AT 36" DEEP.

ALL PROPOSED UNDERGROUND CATV ROAD BORES WILL USE CITY APPROVED DIRECTIONAL BORE MACHINE, AS WELL AS CITY APPROVED CONDUIT.

ALL PROPOSED CATV ROAD BORES WILL EXTEND A MINIMUM OF 8' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED CATV DRIVEWAY BORES WILL EXTEND A MINIMUM OF 6' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED BORES WILL BE IN A (4' X 4' X 4') PIT AND WILL USE (2) 2" HDPE CONDUIT AT 48" DEPTH USING A 5 1/4" DRILL HEAD.

ALL PROPOSED AERIAL WILL BE .700" DIAMETER AND WILL BE LASHED TO .250" STEEL STRAND CABLE USING .125" STANDARD GALVANIZED LASHING WIRE.

ALL PROPOSED AERIAL CATV CROSSING ROADWAYS WILL HAVE MINIMUM MID-SPAN HEIGHT OF 18'-0"

ALL PROPOSED AERIAL CATV CROSSING DRIVEWAYS WILL HAVE MINIMUM MID-SPAN HEIGHT OF 16'-0"

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

NOTIFICATIONS TO ALL UTILITIES INVOLVED WILL BE MADE PRIOR TO CONSTRUCTION.

ALL DISTURBED AREA WITHIN THE RIGHT OF WAY WILL BE RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND RE-SODDING. SOD ALL AREAS DISTURBED BY CONSTRUCTION WITH BERMUDA SOD." ALL CRACKED SIDEWALK IS TO BE REPLACED FROM JOINT TO JOINT WITHIN 7 DAYS OF WORK COMPLETION."

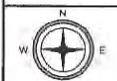
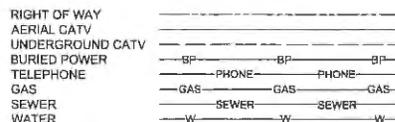
WORK OPERATIONS ARE TO BE MINDFUL NOT TO DAMAGE THE PAVEMENT SIDEWALK WHEN POSITIONING EQUIPMENT. ANY DAMAGE INCLUDING TRACK MARKS WILL BE REPAIRED OR REPLACED BY THE CONTRACTOR.

CONSTRUCTION NOTES

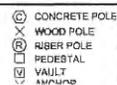
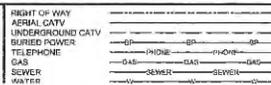
IN ORDER TO REDUCE THE DISRUPTION AND COST OF UTILITY DAMAGES OCCURRING IN THE RIGHT-OF-WAY AND EASEMENTS. THE PERMITTEE SHALL PREVENT DAMAGES TO EXISTING UTILITIES CAUSED BY THE WORK THROUGH FIELD VERIFICATION OF THE LOCATION OF THE EXISTING UTILITIES IN CASE OF OPEN EXCAVATION. VERIFICATION MAY BE PERFORMED DURING THE PERMITTEES WORK. IN THE CASE OF DIRECTIONAL DRILLING, VERIFICATION SHALL TAKE PLACE PRIOR TO MOBILIZATION OF THE DRILLING EQUIPMENT.

THE PERMITTEE SHALL VERIFY THE LOCATION OF THE EXISTING UTILITIES AS NEEDED TO AVOID CONTACT WITH DETECTION EQUIPMENT OR OTHER ACCEPTABLE MEANS. SUCH METHODS MAY INCLUDE BUT SHALL NOT BE LIMITED TO "SOFT DIG"- EQUIPMENT AND GROUND PENETRATING RADAR (GPR). THE EXCAVATOR SHALL BE HELD LIABLE FOR DAMAGES CAUSED TO CITY'S / COUNTIES / STATE INFRASTRUCTURE AND THE EXISTING FACILITIES OF THE OTHER UTILITY COMPANIES

ALL UTILITIES LOCATED BY VISUAL INSPECTION, TO BE VERIFIED BY LOCATES
EOT REPRESENTS EDGE OF TRAVEL NOT TRUE EDGE OF PAVEMENT
E/P REPRESENTS THE TRUE EDGE OF PAVEMENT
EOD REPRESENTS THE EDGE OF DIRT
HAND DIG TRENCHES 36" DEEP ACROSS DIRT ROAD

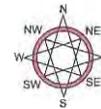


**COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT**



PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA			
CONSTRUCTION NOTES		CITY:	DADE CITY
STREET NO:	2 OF 2	COUNTY:	COLUMBIA
SCALE:	TO SCALE	STATE:	FLORIDA

NW MEEKS ST, LAKE CITY



40' RIGHT OF WAY

POLE # 3
11' FROM EOP
EXISTING WOOD

POLE # 2
11' FROM EOP
EXISTING WOOD

PRIMARY O/H
SECONDARY O/H
PROPOSED AERIAL CATV / FIBER O/L

POLE # 1
8' FROM EOP
EXISTING WOOD

261

BEGIN PROJECT
PROPOSED AERIAL
CATV / FIBER FACILITIES
GPS COORDINATES
30.214246
82.640590

NW SAWYER TERRACE

12' GRASS
8' LANE
12' GRASS

237'

16' GRASS
9' LANE
9' LANE

16' GRASS

50' RIGHT OF WAY

NW OAKLAND AVE

316

342

NW JEB TERRACE

NW MEEKS ST

337

END PROJECT
PROPOSED AERIAL
CATV / FIBER FACILITIES
GPS COORDINATES
30.214247
82.641583



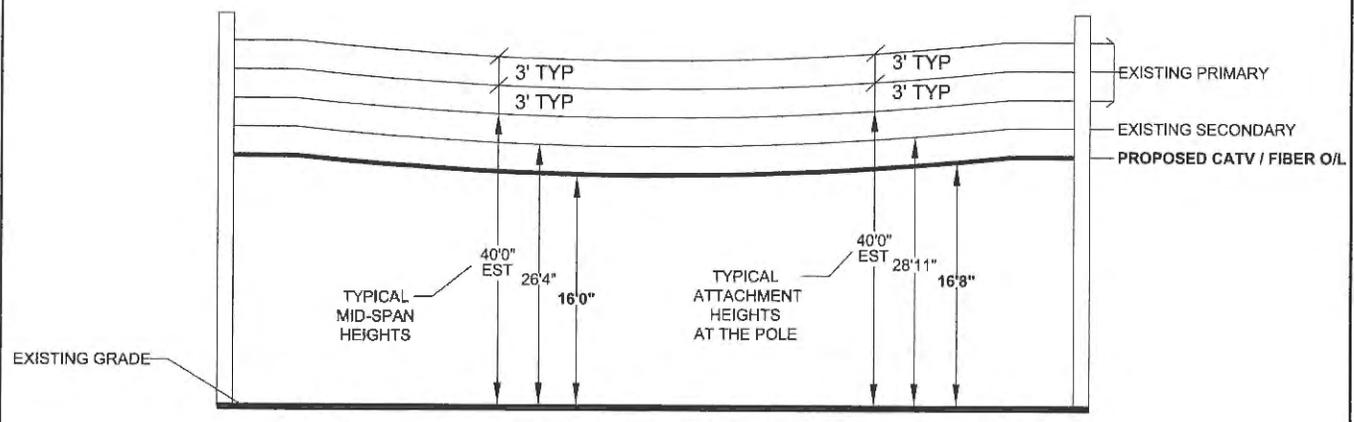
COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

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

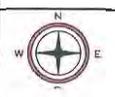
⊙	CONCRETE POLE
⊗	WOOD POLE
⊕	RISER POLE
⊖	PEDESTAL
⊘	VAULT
⊙	MANHOLE

PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA			
PLAN VIEW	CITY:	LAKE CITY	
SHEET NO:	1 OF 7	COUNTY:	COLUMBIA
SCALE:	1" = 40'	STATE:	FLORIDA

NW MEEKS ST, LAKE CITY
AERIAL TYPICAL
PARALLEL



TYPICAL PARALLEL
-NOT TO SCALE-



COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

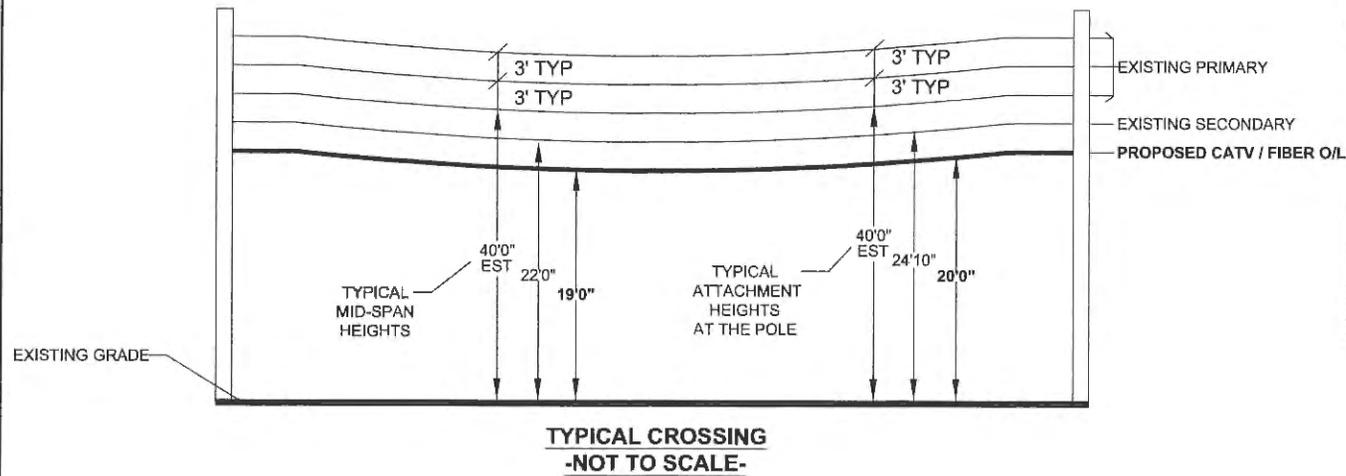
RIGHT OF WAY	---
AERIAL CATV	—X—
UNDERGROUND CATV	—X—
BURIED POWER	—SP—
TELEPHONE	—SP—
GAS	—GAS—
SEWER	—SEWER—
WATER	—W—

⊙	CONCRETE POLE
X	WOOD POLE
⊗	RISER POLE
⊠	PEDESTAL
∇	VAULT
∇	ANKER

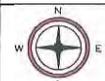
PROPOSED AERIAL CATV / FIBER
FACILITIES IN COLUMBIA COUNTY, FLORIDA

AERIAL TYPICALS & DETAILS CITY: LAKE CITY
STREET NO. & OF PARALLEL: COUNTY: COLUMBIA
SCALE: TO SCALE STATE: FLORIDA

NW SAWYER TERRACE, LAKE CITY
AERIAL TYPICAL
CROSSING



TYPICAL CROSSING
-NOT TO SCALE-



COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

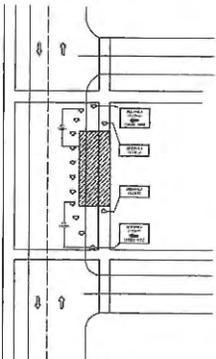
RIGHT OF WAY	_____
AERIAL CATV	_____
UNDERGROUND CATV	_____
BURIED POWER	_____
TELEPHONE	_____
GAS	_____
SEWER	_____
WATER	_____

⊗	CONCRETE POLE
⊗	WOOD POLE
⊗	RISER POLE
⊗	PEDESTAL
⊗	VAULT
⊗	ASSUMED

PROPOSED AERIAL CATV / FIBER FACILITIES IN COLUMBIA COUNTY, FLORIDA	
AERIAL TYPICAL & DETAILS CITY:	LAKE CITY
SHEET NO. OF PROPOSING COUNTY:	COLUMBIA
SCALE:	TO SCALE STATE: FLORIDA

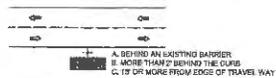
**NW MEEKS ST
COUNTY PERMIT
MOT CASES**

**MID-BLOCK SIDEWALK
CLOSURE**



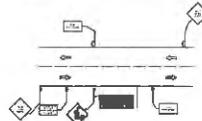
- GENERAL NOTES**
1. ONLY THE SIGNS CONTROLLING PEDESTRIAN FLOWS ARE SHOWN. OTHER WORK ZONE SIGNS WILL BE NEEDED TO CONTROL TRAFFIC ON STREETS.
 2. TEMPORARY WALKWAYS SHALL BE A MINIMUM OF 4' WIDE AND KEEP FREE OF ANY OBSTRUCTIONS AND HAZARDS SUCH AS HOLES, DEBRIS, MUD, CONSTRUCTION EQUIPMENT, STORED MATERIALS AND ETC. (FOR DETAILS SEE INDEX 800)
 3. POST MOUNTED SIGNS LOCATED NEAR OR ADJACENT TO A SIDEWALK SHALL HAVE A 7' MINIMUM CLEARANCE FROM THE BOTTOM OF SIGN TO THE SIDEWALK.
 4. THE STATE OF FLORIDA PROHIBITS MID-BLOCK CROSSING OF PEDESTRIANS WHEN AN ALTERNATE ROUTE IS NOT FEASIBLE. CONTRACTOR SHALL PROVIDE AN ADA COMPLIANT PEDESTRIAN PATHWAY THROUGH THE WORK ZONE WHEN SIDEWALK IS CLOSED.
- CONDITIONS**
WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRoACH ON THE SIDEWALK FOR A PERIOD OF MORE THAN 60 MINUTES

TWO-LANE, TWO-WAY WORK OUTSIDE SHOULDER



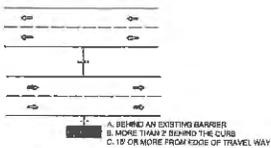
601 M.O.T

TWO-LANE, TWO-WAY WORK ON SHOULDER



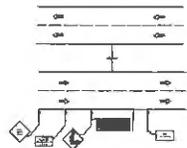
602 M.O.T

MULTILANE WORK OUTSIDE SHOULDER



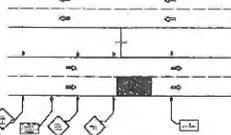
611 M.O.T

MULTILANE, WORK ON SHOULDER



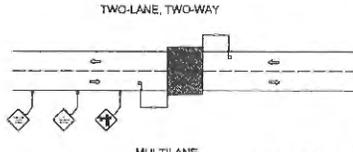
612 M.O.T

**MULTILANE, WORK WITHIN TRAVEL WAY
MEDIAN OR OUTSIDE LANE**



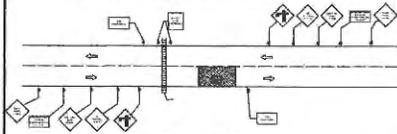
613 M.O.T

TEMPORARY ROAD CLOSURE 5 MINUTES OR LESS

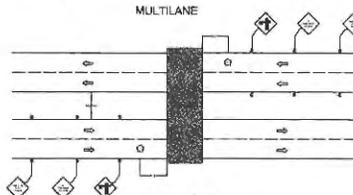


614 M.O.T

WORK IN VICINITY OF RAILROAD CROSSING



615 M.O.T



625 M.O.T

TRAFFIC CONTROL NOTES

THE EXISTING POSTED SPEED SHALL REMAIN AS THE REGULATORY SPEED FOR EACH PHASE OF WORK. NO SPEED REDUCTION SHALL BE ALLOWED UNLESS PRIOR APPROVAL FROM THE ENGINEER.

ROAD TYPE	10'	15'	20'
URBAN LOCAL SPEED	30	40	50
URBAN PRINCIPAL SPEED	30	30	30
RURAL	30	30	30
EXPRESSWAY/FREEWAY	100	100	200

MAINTENANCE OF TRAFFIC REQUIREMENTS

1. ANY MODIFICATIONS OF THIS MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED TO THE COLUMBIA COUNTY TRAFFIC ENGINEERING DIVISION FOR REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION.
2. PROJECT WORK HOURS ARE BETWEEN 7:00 AM TO 7:00 PM ON RESIDENTIAL STREETS AND 8:00 AM TO 4:00 PM ON COLLECTION OR ARTERIAL STREETS.
3. CONTRACTOR MUST MAINTAIN EXISTING SIGNS. IF SIGNS ARE DAMAGED DUE TO HIS ACTIVITY, THE CONTRACTOR IS REQUIRED TO REPLACE THEM IN ACCORDANCE WITH CURRENT COUNTY STANDARD SPECIFICATIONS IMMEDIATELY.
4. THIRTY FOOT RADI ARE REQUIRED AT ALL INTERSECTIONS WHERE THE ROADWAY IS REBUILT.
5. ACCESS TO ALL STREETS AND DRIVEWAYS TO BE MAINTAINED AT ALL TIMES.
6. IF SIDEWALKS ARE DISTURBED AND HAVE TO BE REPLACED, LANDSCAPE RAMPS ARE TO BE INSTALLED.
7. THE CONTRACTOR SHALL CONFINE HIS ACTIVE WORK AREA TO NO MORE THAN ONE BLOCK AT A TIME.
8. THE ROADWAY SHALL BE RESTORED TO AT LEAST A LUMBEROCK SURFACE BEFORE IT IS OPENED TO TRAFFIC AND REOPEN THE CONTRACTOR MOVES ON TO THE NEXT CONSTRUCTION ZONE.
9. DUST CONTROL MEASURES SHALL BE IMPLEMENTED ON ALL UNPAVED SURFACES UNTIL PAVED.
10. IN CASE CONSTRUCTION PHASING IS NOT SHOWN ON PLANS OR IF CONTRACTOR WANTS TO ALTER THE PHASING SHOWN, CONTRACTOR IS TO SUBMIT PHASING PLAN WITH A PROPOSED CONSTRUCTION SCHEDULE TO TRAFFIC ENGINEERING PRIOR TO CONSTRUCTION.
11. CONTRACTOR SHALL NOTIFY TRAFFIC ENGINEERING DIVISION A MINIMUM OF 3 WORKING DAYS PRIOR TO IMPLEMENTATION OF THE M.O.T.
12. TRAFFIC SIGNAL VEHICLE LAMPS SHALL BE RESTORED TO PROPER OPERATION WITHIN 24 HOURS OF BEING DESTROYED OR DAMAGED.



**COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT**

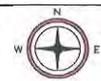
RIGHT OF WAY
AERIAL CATV
UNDERGROUND CATV
BURIED POWER
TELEPHONE
GAS
SEWER
WATER



**PROPOSED AERIAL CATV / FIBER
FACILITIES IN COLUMBIA COUNTY, FLORIDA**
TRAFFIC CONTROL RULES CITY: LAKE CITY
SHEET NO. 6 OF COUNTY: COLUMBIA
SCALE: NOT TO SCALE STATE: FLORIDA

**THE FOLLOWING DESIGN STANDARDS
 ARE IN ACCORDANCE WITH THE
 FLORIDA DEPARTMENT OF TRANSPORTATION
 2017 600 INDEX
 AND APPLY TO
 NW MEEKS ST, LAKE CITY, FL.**

- DESIGN STANDARD INDEX NO 602 (TWO LANE, TWO WAY, WORK ON SHOULDER)
- DESIGN STANDARD INDEX NO 625 (TEMPORARY ROAD CLOSURE 5 MINUTES OR LESS)



**COLUMBIA COUNTY
 RIGHT-OF-WAY
 PERMIT**

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

⊕ CONCRETE POLE
 X WOOD POLE
 ⊗ RISER POLE
 ⊕ PEDESTAL
 ▣ VAULT
 ▽ RAILROAD

PROPOSED AERIAL CATV / FIBER
 FACILITIES IN COLUMBIA COUNTY, FLORIDA
 TRAFFIC CONTROL RULES (CITY): LAKE CITY
 SHEET NO. 1 OF COUNTY: COLUMBIA
 SCALE: TO SCALE STATE: FLORIDA



November 24, 2017

Columbia County Public Works Department
Attn: Connie Brecheen
607 NW Quinten St
Lake City, FL 32055

Comcast is submitting this permit request for **261 NW Meeks St, Lake City, FL.**

If you have any questions or concerns about our drawing please feel free to contact me at the number and/or email below.

Thank you,

David McElroy
Authorized Comcast Agent
602-318-5808
david@fibercoregroup.com



16

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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

Today's Date: November 28, 2017 Meeting Date: December 7, 2017

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:
Utility permit from Comcast for SW Stewart Loop.

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? [X] N/A
[] Yes Account No.
[] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only:

[X] Consent Item [] Discussion Item

**COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS
UTILITY PERMIT**

Date: 10/23/17 Permit No. _____ County Road SW STEWART LOOP Section No. _____

Permittee COMCAST (CATHERINE HODGES)

Address 7666 BLANDING BLVD Telephone Number (904)777-9052 ext 280

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain PLACING 256' OF U/G CATV FACILITIES ALONG SW STEWART LOOP RD TO SERVE CUSTOMER AT 417 SW STEWART LOOP. (SEE PLANS)

FROM: 242 TO: SW ARROWHEAD TERRACE

Submitted for the Utility Owner by: CATHERINE HODGES

Typed Name & Title	Signature	Date
--------------------	-----------	------

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

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is _____, located at _____ Telephone Number _____. The PERMITTEE's employee responsible for Maintenance of Traffic is _____ Telephone Number _____ (This name may be provided at the time of the 24 hour notice to starting work.)

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

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

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

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

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

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

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

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

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

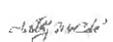
11. Special instructions: Minimum cover of thirty inches (30") will be required at all locations. Columbia County will not be financially responsible for any damage to facilities with less than thirty inches (30") cover. Cables shall not be located within driveway ditches.

12. Additional Stipulations: _____

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

Submitted By: ASHLEY MCCABE
Permittee

Place Corporate Seal



Signature and Title

Digitally signed by ASHLEY
Date: 2017.02.09 13:08:23 -05'00'

Attested

Utilities Permit
Page three
Revised: 8/17/00

Recommended for Approval:

Signature: 
Title: Assy County Manager
Date: 11-28-17

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

YES () NO ()

Date Approved: _____

Chairman's Signature: _____

*read
11-28-17*

471 SW STEWART LOOP
CITY PERMIT
COVER

BINDING SPACE



MOT NOTES

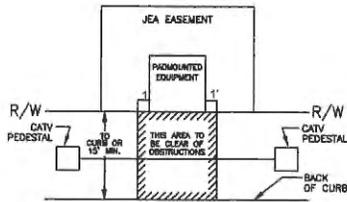
TRAFFIC CONTROL SHALL COMPLY WITH FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND F.D.O.T. DESIGN STANDARD #NO. 600.

471 SW STEWART LOOP

CITY PERMIT

NOTES & TYPICALS

BINDING SPACE



NOTE:
PLACE PEDESTALS TO THE LEFT OR RIGHT SIDE OF JEA TRANSFORMER LOCATIONS.

TYPICAL JEA EASEMENT
N.T.S.

- ALL UTILITIES LOCATED BY VISUAL INSPECTION, TO VERIFIED BY LOCATES.
- EOT REPRESENTS EDGE OF TRAVEL NOT TRUE EDGE OF PAVEMENT.
- E/P REPRESENTS THE TRUE EDGE OF PAVEMENT.
- EOD REPRESENTS THE EDGE OF DIRT.
- HAND DIG TRENCHES 36" DEEP ACROSS DIRT ROAD.

COLUMBIA COUNTY U/G NOTES

ALL PROPOSED CONSTRUCTION WILL BE PER COLUMBIA COUNTY SPECIFICATIONS AS WELL AS ALL NESC SAFETY CODES.

ALL PROPOSED CATV WILL BE WITHIN THE COLUMBIA COUNTY RIGHT-OF-WAY.

ALL PROPOSED UNDERGROUND CATV WILL BE BURIED A MINIMUM OF 30" DEEP, EXCEPT BORES 36" DEEP.

NOTIFICATIONS TO ALL UTILITIES INVOLVED WILL BE MADE PRIOR TO CONSTRUCTION.

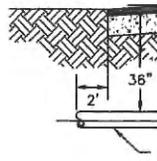
LOCATES WILL BE REQUIRED IN ALL PROPOSED UNDERGROUND AREAS AT LEAST 48 HRS. PRIOR TO CONSTRUCTION.

ALL PROPOSED UNDERGROUND CATV ROAD BORES WILL USE COUNTY APPROVED DIRECTIONAL BORE MACHINE, AS WELL AS COUNTY APPROVED CONDUIT.

ALL PROPOSED CATV DIRECTIONAL BORES WILL EXTEND A MINIMUM OF 5' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED CATV DRIVEWAY BORES WILL EXTEND A MINIMUM OF 2' BEYOND THE EDGE OF PAVEMENT.

LEGEND	
<ul style="list-style-type: none"> X POWER POLE ⊗ POWER TRANSFORMER POLE ⊕ JOINT USE TRANSFORMER POLE ○ PHONE POLE ● CATV POLE ⊙ STEEL POLE ⊙ CONCRETE POLE ⊕ JOINT USE POLE Ⓜ RISER ⚓ ANCHOR OVERHEAD GUY ∇ CATV FIBER VAULT ⊞ TRAFFIC SIGNAL VAULT ⊞ TRAFFIC SIGNAL POLE ⊞ TRAFFIC SIGNAL BOX ⊙ CROSS SECTION REFERENCE ???' AERIAL FOOTAGE ???' U/G FOOTAGE / REFERENCE POINT ▨ STORM DRAIN 	<ul style="list-style-type: none"> — BORE — SWALE/DITCH — GUARD RAIL — FENCE LINE — PROPOSED OVERHEAD CATV — PROPOSED BURIED CATV — EXISTING OVERHEAD CATV — EXISTING BURIED CATV — OVERHEAD ELECTRIC — BURIED ELECTRIC — GAS — OVERHEAD TELEPHONE — BURIED TELEPHONE — SANITARY SEWER — STORM SEWER — WATER — CENTERLINE — EDGE OF PAVEMENT — BACK OF CURB — RIGHT OF WAY



TYPICAL DIRECT

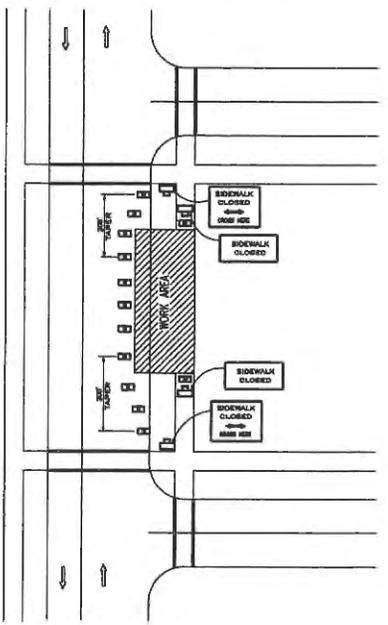
USE CAS

471 SW STEWART LOOP

CITY PERMIT M.O.T. CASES

BINDING SPACE

MID-BLOCK SIDEWALK CLOSURE



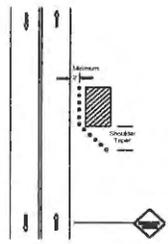
GENERAL NOTES

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

CONDITIONS

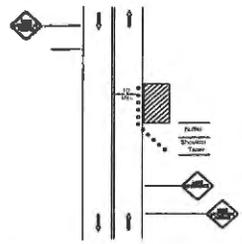
WHERE ANY VEHICLE, EQUIPMENT WORKERS OR THEIR ACTIVITIES ENCRDACH ON THE SIDEWALK FOR A PERIOD OF MORE THAN 60 MINUTES

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



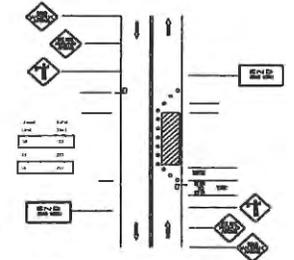
CASE 1 M.O.T.

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



CASE 2 M.O.T.

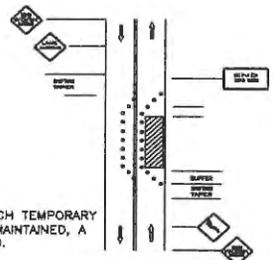
Lane Closure on a Two-Lane Road
(Two Flagger Operation)



CASE 3 M.O.T.

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

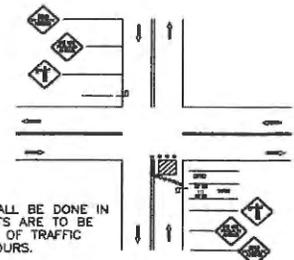
Work in Travel Lane or a Minor Urban Street
(Maintaining Two-Way Traffic)



CASE 4 M.O.T.

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

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



CASE 5 M.O.T.

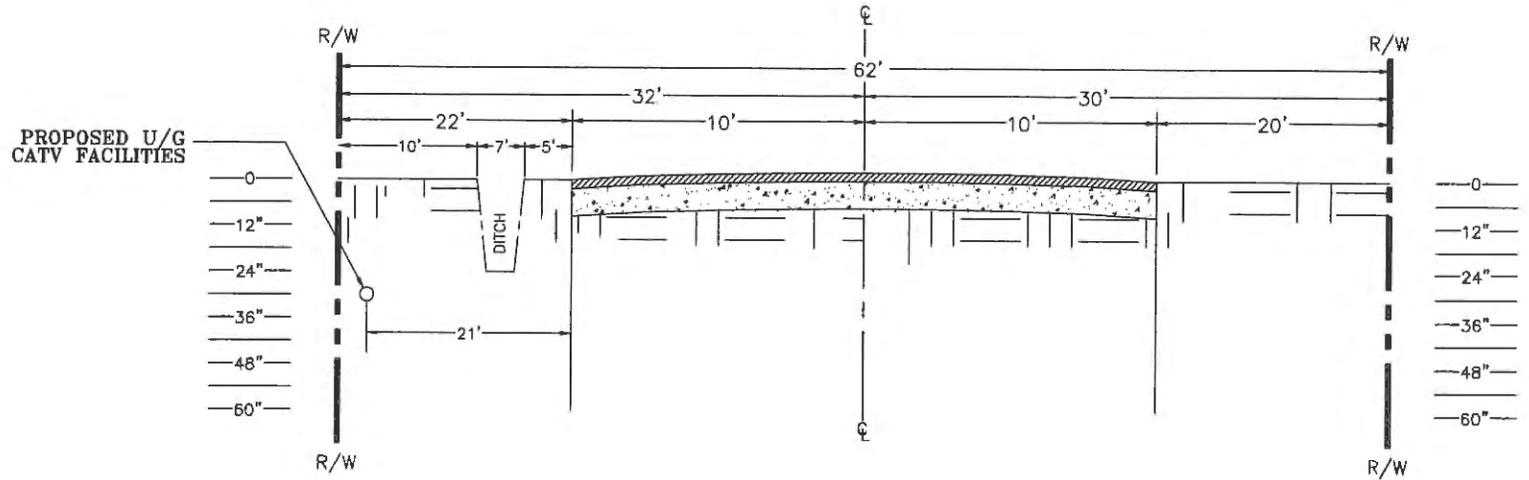
ALL ROAD CROSSINGS SHALL BE DONE IN ONE DAY. CROSS STREETS ARE TO BE RESTORED TO TWO LANES OF TRAFFIC DURING NON-WORKING HOURS.

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12.
 SUJ
 PRI
 MAI
 OX
 162
 9.11F
 N/

471 SW STEWART LOOP
CITY PERMIT
CROSS SECTION

CROSS SECTION
FROM TAG "A"
 N.T.S.

BINDING SPACE





17

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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

Today's Date: November 29, 2017 Meeting Date: December 7, 2017

Name: Kevin Kirby Department: Public Works

Division Manager's Signature: [Handwritten Signature]

1. Nature and purpose of agenda item:

Utility permit from Florida Power and Light for Agriculture Lane.

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? [X] N/A [] Yes Account No. [] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only:

[X] Consent Item [] Discussion Item

COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS
UTILITY PERMIT

Date: 11/27/17 Permit No. _____ County Road _____ Section No. _____

Permittee Florida Power & Light

Address 9001 Ellis Rd., Melbourne, FL 32904 Telephone Number 321-726-4867

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain Replace 4 existing wood poles with proposed wood poles

Located Along Agriculture LN
1 MOT 602 & 625

FROM: _____ TO: _____

Submitted for the Utility Owner by: Melissa Slyter-Prmt Admn. Melissa Slyter 11/27/2017
Typed Name & Title Signature Date

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

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is _____, located at _____ Telephone Number _____. The PERMITTEE's employee responsible for Maintenance of Traffic is _____ Telephone Number _____ (This name may be provided at the time of the 24 hour notice to starting work.)

3. This PERMITTEE shall commence actual construction in good faith within ___ days after issuance of permit, and shall be completed within 180 days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

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

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

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

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

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

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

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

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

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

12. Additional Stipulations: _____

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

Submitted By: Melissa Slyter
Permittee

Place Corporate Seal

Melissa Slyter
Signature and Title Permit Admin.

Attested

Utilities Permit
Page three
Revised: 8/17/00

Recommended for Approval:

Signature: 

Title: ASS County Manager

Date: 11-29-17

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

YES () NO ()

Date Approved: _____

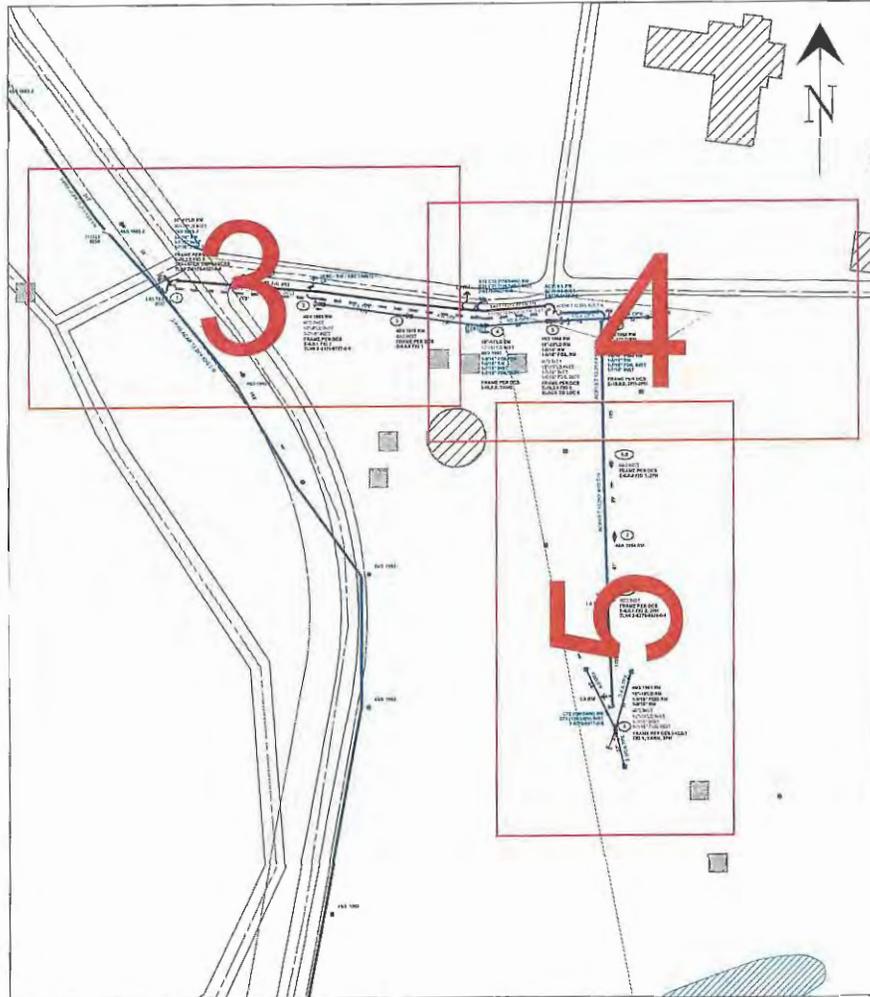
Chairman's Signature: _____

*rec'd
11-29-17*

Cover Sheet: WR#7640906

Page 1 of 5

INACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY ROCK



GENERAL NOTES
 - NOTIFY CUSTOMERS OF TEMPORARY POWER AND TRAFFIC INTERRUPTIONS.
 - PROVIDE WARNING SIGNALS FOR PEDESTRIANS AND TRAFFIC SIGNALS FOR MOTORISTS.
 - SERVICE TO TRAFFIC SIGNAL, SCHOOL FLASHING SIGNAL, AND LIFT STATIONS MUST REMAIN ENERGIZED AT ALL TIMES.

STAKING NOTES-INTERMEDIATE POLES: STAKE POLES IN-LINE AT STATED DISTANCES.
 -POLE REPLACEMENT: STAKE POLES IN-LINE AND WITHIN 2' OF EITHER SIDE OF EXISTING POLE UNLESS OTHERWISE NOTED.
 -ALL POLES STAKED WITH FIELD SIDE FACE AT RAW LINE UNLESS OTHERWISE NOTED.
 -SEE BELOW FOR ADDITIONAL DETAILED STAKING NOTES.

GENERAL GROUNDING, GUYING, AND U-GUARD NOTES
 BOND WIRE (DCS D-2.0.0, FIG. 1-3 AND D-7.0.0, DETAIL A AND B)
 - ATTACH BOND WIRE TO THE GUY WIRE AND DO NOT ATTACH TO PREFORMED GRIP.
 STREET LIGHT BRACKETS (DCS H-11.0.0, FIG. 1-4 AND DCS H-11.1.0, FIG. 1-5)
 - GROUND ALL STREET LIGHT BRACKETS (I.E. TO POLE BOND IF GROUND RODS ARE REQUIRED OR TO SYSTEM NEUTRAL IF NO GROUND RODS ARE REQUIRED).
 U-GUARDS (DCS UH-14.0.0 AND UH-14.0.2)
 - WOOD POLES: USE TAPCON FASTENERS IN ALL BASE SECTION HOLES AND EVERY OTHER HOLE OF TOP SECTIONS.
 - CONCRETE POLES: USE AT LEAST 10 TAPCON FASTENERS PER 10 FOOT U-GUARD SECTION AND AT LEAST 6 TAPCON FASTENERS FOR SHORTER SECTIONS. BACK PLATE (DCS UH-14.0.1)
 - REQUIRED ON FIRST 10 FOOT SECTION ABOVE GROUND (WOOD AND CONCRETE POLES).
 GUYING (DCS D-2.0.0)
 - GUYS SHALL HAVE A GUY MARKER (GUY GUARD) INSTALLED AT ALL LOCATIONS.
 RISER (DCS G-10.1.0 AND G-10.2.0)
 - BOND ALL METAL RISER CONDUITS ON POLES.
 GROUND RODS (DCS G-3.0.1)
 - TOP MUST BE A MINIMUM OF 6 INCHES BELOW GRADE.

**CALL SUNSHINE #811
 48 HOURS BEFORE YOU DIG
 LOCATE MARKINGS COLOR CODE**

| | | | |
|--|-----------------------|--|----------|
| | ELECTRIC | | WATER |
| | AS-OIL-STEAM | | SEWER |
| | TEMP. SURVEY MARKINGS | | CABLE TV |
| | PROPOSED EXCAVATION | | |

PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES. CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

CONSTRUCTION NOTES:

- FRAMING IS BASED ON THE POWER SYSTEMS DISTRIBUTION CONSTRUCTION STANDARDS (DCS MANUAL).
- ALL POLES TO BE SET PER DCS D-3.0.0 UNLESS NOTED OTHERWISE.
- SET POLES WITH BRANDING FACING THE STREET WHENEVER POSSIBLE.
- INSTALL TLM TAGS AS INDICATED ON DRAWING.
- TAG FUSE SIZE ON POLE AS INDICATED ON DRAWING.
- CHECK VOLTAGE ROTATION AND CONTINUITY AT EACH TRANSFORMER AND RISER LOCATION.

American Disabilities Act
 If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.

PLOT DATE/TIME: 11/16/2017 11:36:40
 PRINTED BY: KXF0G1E1
 Size: 11 x 17
 REVISION
 DATE
 IPC
 1
 2
 3
 4



| | | | |
|--|---|---|---|
| Essentment? <input type="checkbox"/> | Tree Work? <input checked="" type="checkbox"/> | Tree Access? <input type="checkbox"/> | Tree Staking Req'd? <input type="checkbox"/> |
| Designer/State? <input type="checkbox"/> | CT/Special Mt? <input type="checkbox"/> | Work with SMO? <input type="checkbox"/> | Survey/State? <input checked="" type="checkbox"/> |
| POLE LINE FT: _____ | POLE LINE FT. ON TRANSM. POLES: _____ | TRENCH FT: _____ | DUCT BANK FT: _____ |
| PERMIT REQ'D | CITY <input type="checkbox"/> | COUNTY RD <input checked="" type="checkbox"/> | COUNTY AIR <input type="checkbox"/> |
| | WMD <input type="checkbox"/> | RR XING <input type="checkbox"/> | DR. DIST. <input type="checkbox"/> |
| | | STATE RD <input type="checkbox"/> | TRANS. <input type="checkbox"/> |
| Requested Tel. Co. Set Poles? <input type="checkbox"/> | Requested Tel. Co. Transfer? <input type="checkbox"/> | Request CATV Transfer? <input type="checkbox"/> | |



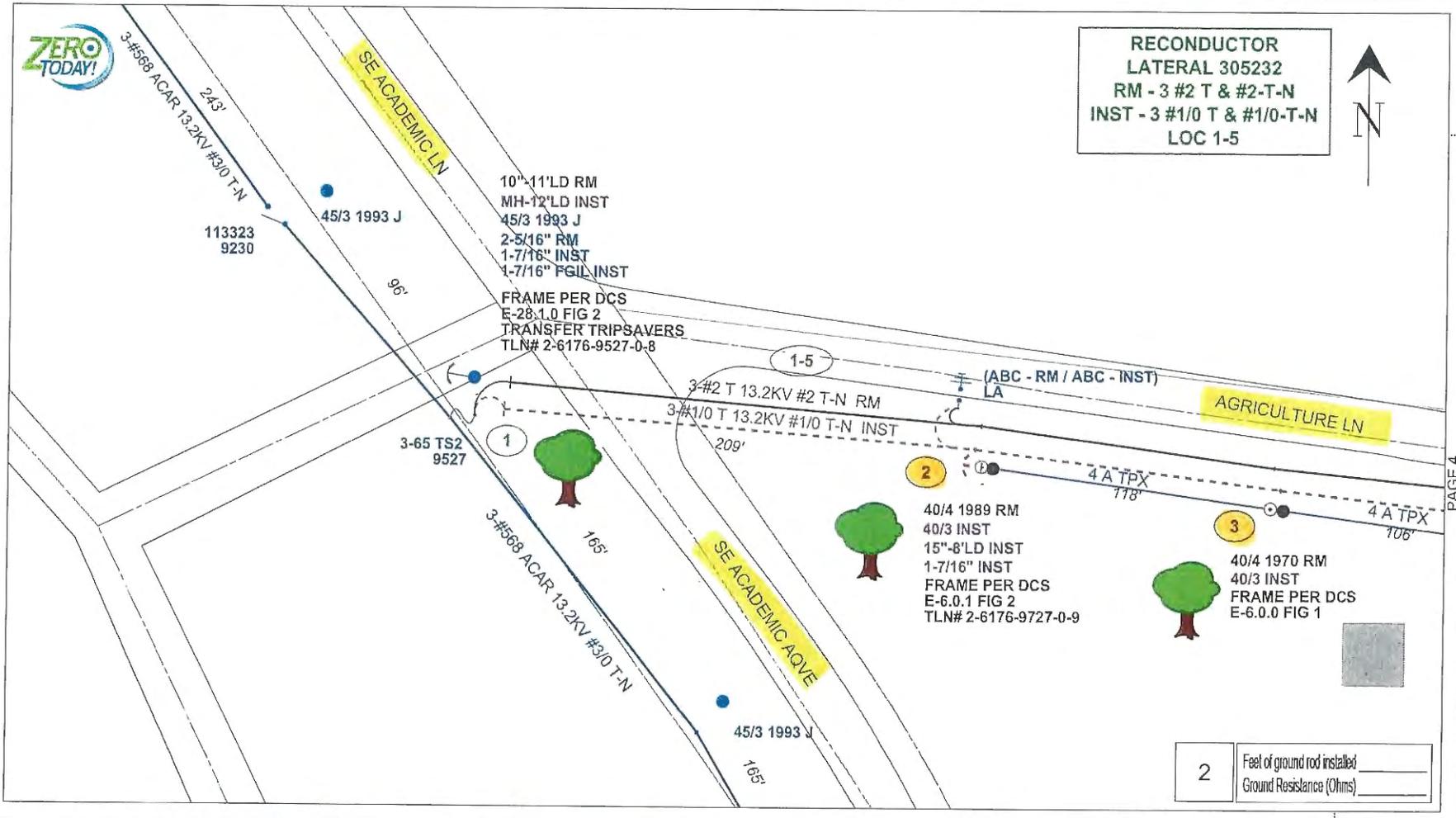
| | | |
|------------------------------|---|-----------------------------------|
| Job Owner: Donald Cobb | M/A: NF | Township: 04 Range: 17 Section 01 |
| Designer: Kathryn Fell | SS170H 305232 PRICE-CAP-Lateral Hardening | |
| Date: 11/16/2017 | | |
| Scale: 1" = 162' | 305232 OHR PRICE, LAKE CITY, FL, 32055 | |
| Dwg No. 7640906_11x17 OH.xml | Map No. KN1138 | |
| WR: 7640906 | Page 1 of 5 | |

FEEDERS: PRICE 05232

INACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY ROCK



**RECONDUCTOR
LATERAL 305232**
RM - 3 #2 T & #2-T-N
INST - 3 #1/0 T & #1/0-T-N
LOC 1-5



REVISION
DATE
IPC
1
2
3
4

Size: 11 x 17
PRINTED BY: KXF06E1
PLOT DATE/TIME: 11/16/2017 11:36:45

PAGE 4

| | |
|---|--|
| 2 | Feet of ground rod installed _____
Ground Resistance (Ohms) _____ |
|---|--|

| | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|---|--|---|--|---|--|--|--|---|--|---|--|---|--|-----------------------------------|--|---|--|------------------|--|-----------------|--|--|--|
| AS-BUILT CREW PRINT | | AS-BUILT COPY | | MOT 602 MOT 625 | | | | Replace existing wood with proposed wood | | | | | | | | | | | | | | | | | |
| Foreman's Signature _____ Date _____ | | Initials _____ Cert. Date _____ | | Exemptions? <input type="checkbox"/> | | Tree Work? <input checked="" type="checkbox"/> | | Tree Access? <input type="checkbox"/> | | Tree Staking Req'd? <input type="checkbox"/> | | Job Owner: Donald Cobb | | M/A: NF | | Township: 04 Range: 17 Section 01 | | | | | | | | | |
| Supervisor's Signature _____ Date _____ | | All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations. | | Designer/Slake? <input type="checkbox"/> | | CT/Special Mtr? <input type="checkbox"/> | | Work with SMO? <input type="checkbox"/> | | Survey/Slake? <input checked="" type="checkbox"/> | | Designer: Kathryn Fell | | SS170H 305232 PRICE-CAP-Lateral Hardening | | | | | | | | | | | |
| Foreman's Signature _____ Date _____ | | Requested Tel. Co. Set Poles? <input type="checkbox"/> | | Requested Tel. Co. Transfer? <input type="checkbox"/> | | Requested CATV Transfer? <input type="checkbox"/> | | PERMIT REQ'D | | CITY <input type="checkbox"/> | | COUNTY RD <input checked="" type="checkbox"/> | | COUNTY AIR <input type="checkbox"/> | | STATE RD <input type="checkbox"/> | | FAA <input checked="" type="checkbox"/> | | Date: 11/16/2017 | | Scale: 1" = 40' | | 305232 OHR PRICE, LAKE CITY, FL, 32055 | |
| | | WMD <input type="checkbox"/> | | RR XING <input type="checkbox"/> | | DR. DIST. <input type="checkbox"/> | | TRANSM. <input type="checkbox"/> | | DUCT BANK FT: | | 0' _____ 40' _____ 80' _____ | | Dwg No. 7640906_11x17 OH.xml | | Map No. KN1138 | | WR: 7640906 | | Page 3 of 5 | | | | | |

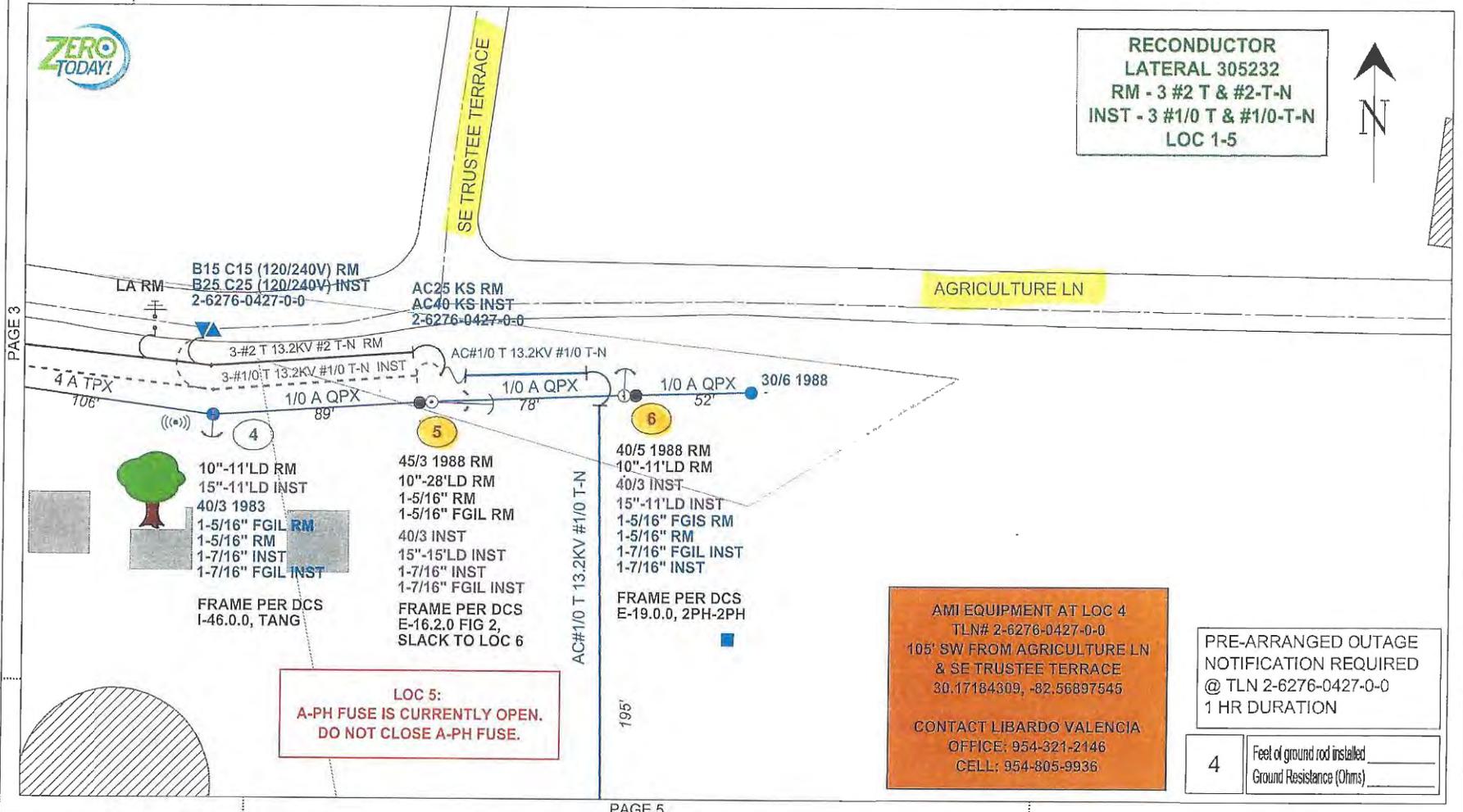


FEEDERS: PRICE 05232

INACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY ROCK



**RECONDUCTOR
LATERAL 305232**
RM - 3 #2 T & #2-T-N
INST - 3 #1/0 T & #1/0-T-N
LOC 1-5



LOC 5:
A-PH FUSE IS CURRENTLY OPEN.
DO NOT CLOSE A-PH FUSE.

AMI EQUIPMENT AT LOC 4
TLN# 2-6276-0427-0-0
105' SW FROM AGRICULTURE LN
& SE TRUSTEE TERRACE
30.17184309, -82.56897545
CONTACT LIBARDO VALENCIA
OFFICE: 954-321-2146
CELL: 954-805-9936

PRE-ARRANGED OUTAGE
NOTIFICATION REQUIRED
@ TLN 2-6276-0427-0-0
1 HR DURATION

| | |
|---|------------------------------------|
| 4 | Feet of ground rod installed _____ |
| | Ground Resistance (Ohms) _____ |

REVISION

Size: 11 x 17

PRINTED BY: KXF0GE1

PLOT DATE/TIME: 11/16/2017 11:36:47

| IPC | DATE |
|-----|------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |

| | |
|---|---------------------------------|
| AS-BUILT CREW PRINT | AS-BUILT COPY |
| Foreman's Signature _____ Date _____ | Initials _____ Cert. Date _____ |
| Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RDS. | |
| Supervisor's Signature _____ Date _____ | |
| All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations. | |
| Foreman's Signature _____ Date _____ | |

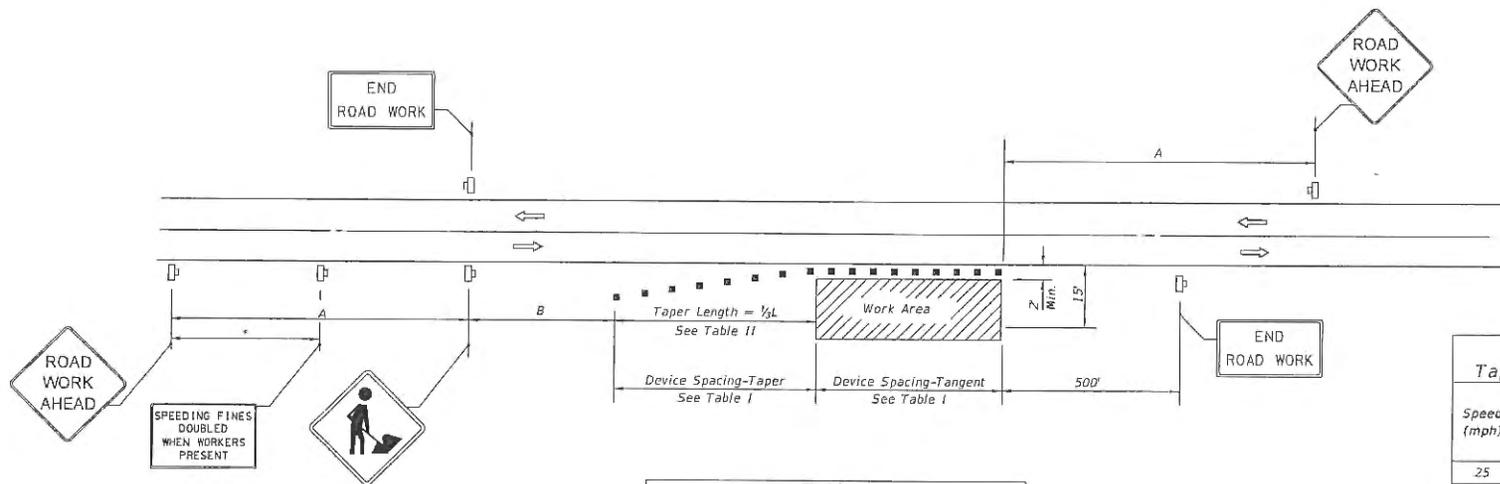
MOT 602

Replace existing wood with proposed wood

| | | | |
|--|---|---|---|
| Easement? <input type="checkbox"/> | Tree Work? <input checked="" type="checkbox"/> | Tree Access? <input type="checkbox"/> | Tree Staking Req'd? <input type="checkbox"/> |
| Designer/State? <input type="checkbox"/> | CT/Special Mt? <input type="checkbox"/> | Work with SMD? <input type="checkbox"/> | Survey/State? <input checked="" type="checkbox"/> |
| POLE LINE FT: | POLE LINE FT, ON TRANSM. POLES: | TRENCH FT: | DUCT BANK FT: |
| PERMIT RECD | CITY <input type="checkbox"/> | COUNTY RD <input checked="" type="checkbox"/> | COUNTY AIR <input type="checkbox"/> |
| | WMD <input type="checkbox"/> | RR XING <input type="checkbox"/> | DR. DIST. <input type="checkbox"/> |
| Requested Tel. Co. Sel Poles? <input type="checkbox"/> | Requested Tel. Co. Transfer? <input type="checkbox"/> | Request CATV Transfer? <input type="checkbox"/> | |



| | | | |
|-----------------|--------------|---|-----------------------------------|
| Job Owner: | Donald Cobb | M/A: NF | Township: 04 Range: 17 Section 01 |
| Designer: | Kathryn Fell | SS17OH 305232 PRICE-CAP-Lateral Hardening | |
| Date: | 11/18/2017 | | |
| Scale: 1" = 40' | | 305232 OHR PRICE, LAKE CITY, FL, 32055 | |
| 0' 40' 80' | | Dwg No. 7640906_11x17 OH.xml | Map No. KN113B |
| | | WR: 7640906 | Page 4 of 5 |



| Speed | Spacing (ft.) | |
|-------------------|---------------|-----|
| | A | B |
| 40 mph or less | 200 | 200 |
| 45 mph | 350 | 350 |
| 50 mph or greater | 500 | 500 |

*Midway between signs.

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

| Speed (mph) | 1/2 L (ft) | | | Notes |
|-------------|------------|------------|------------|------------------------------------|
| | 8' Shldr. | 10' Shldr. | 12' Shldr. | |
| 25 | 28 | 35 | 42 | L = W ⁵ / ₆₀ |
| 30 | 40 | 50 | 60 | |
| 35 | 55 | 68 | 82 | |
| 40 | 72 | 90 | 107 | |
| 45 | 120 | 150 | 180 | L = W ⁵ |
| 50 | 133 | 167 | 200 | |
| 55 | 147 | 183 | 220 | |
| 60 | 160 | 200 | 240 | |
| 65 | 173 | 217 | 260 | |
| 70 | 187 | 233 | 280 | |

B' minimum shoulder width

1/2 L = Length of shoulder taper in feet

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

S = Posted speed limit (mph)

- SYMBOLS**
- Work Area
 - Channelizing Device (See Index No. 600)
 - Work Zone Sign
 - Lane Identification + Direction of Traffic

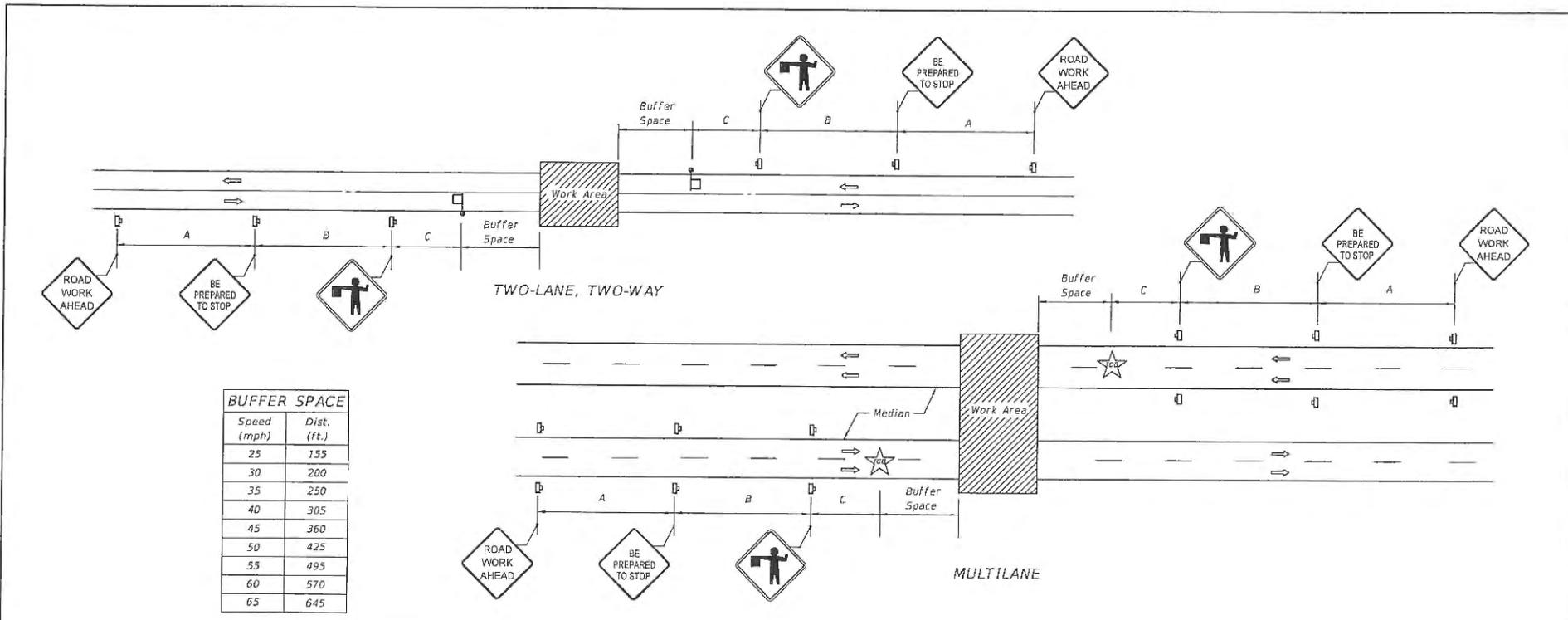
- GENERAL NOTES**
- When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of flaggers and FLAGGER signs, see Index No. 603.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

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

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

10/12/2018 1:06:52 PM

| | | | | | |
|---------------------------|--------------|--|-------------------------------------|------------------|---------------------|
| LAST REVISION
07/01/15 | DESCRIPTION: | FDOT
FY 2017-18
DESIGN STANDARDS | TWO-LANE, TWO-WAY, WORK ON SHOULDER | INDEX NO.
602 | SHEET NO.
1 of 1 |
|---------------------------|--------------|--|-------------------------------------|------------------|---------------------|



| BUFFER SPACE | |
|--------------|-------------|
| Speed (mph) | Dist. (ft.) |
| 25 | 155 |
| 30 | 200 |
| 35 | 250 |
| 40 | 305 |
| 45 | 360 |
| 50 | 425 |
| 55 | 495 |
| 60 | 570 |
| 65 | 645 |

| Speed (mph) | Spacing (ft.) | | |
|---------------|---------------|-----|-----|
| | A | B | C |
| 40 or less | 200 | 200 | 200 |
| 45 | 350 | 350 | 350 |
| 50 or greater | 500 | 500 | 500 |

SYMBOLS

- Work Area
- Work Zone Sign
- Flagger
- Traffic Control Officer
- Lane Identification + Direction of Traffic

GENERAL NOTES

1. This Index does not apply to limited access facilities.
2. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with applicable TCZ Indexes.
3. Traffic volume or complexity of the roadway may dictate additional devices, signs, flagmen and/or a traffic control officer.
4. The buffer space may be omitted if there are no sight obstructions to vehicles approaching the Flagger/Officer for distance equal to the buffer space.
5. A Flagger may be substituted for a Traffic Control Officer and the BE PREPARED TO STOP sign may be omitted, when the following conditions are met:
 - a. Speed limit is 45 mph or less.
 - b. No sight obstructions to vehicles approaching the Flagger/Officer for a distance equal to the buffer space.
 - c. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
6. On undivided highways the median sign as shown are to be omitted.
7. For general TCZ requirements and additional information refer to FDOT Index No. 600.

CONDITIONS
 PLANNED CLOSURE NOT EXCEEDING 5 MINUTES.

12/7/2015 9:08:32 AM

| | | | | | | |
|---------------------------|----------|--------------|------------------------------------|--|------------------|---------------------|
| LAST REVISION
07/01/15 | REVISION | DESCRIPTION: |
FY 2016-17
DESIGN STANDARDS | TEMPORARY ROAD CLOSURE 5 MINUTES OR LESS | INDEX NO.
625 | SHEET NO.
1 of 1 |
|---------------------------|----------|--------------|------------------------------------|--|------------------|---------------------|

COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS
UTILITY PERMIT

Date: 11/27/17 Permit No. _____ County Road _____ Section No. _____

Permittee Florida Power & Light

Address 9001 Ellis Rd., Melbourne, FL 32904 Telephone Number 321-726-4867

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain Replace 4 existing wood poles with proposed wood poles

Located Along Agriculture LN
MOT 602 & 625

FROM: _____ TO: _____

Submitted for the Utility Owner by: Melissa Slyter-Prmt Admn. Melissa Slyter 11/27/2017
Typed Name & Title Signature Date

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

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is _____ located at _____ Telephone Number _____. The PERMITTEE's employee responsible for Maintenance of Traffic is _____ Telephone Number _____ (This name may be provided at the time of the 24 hour notice to starting work.)

3. This PERMITTEE shall commence actual construction in good faith within ___ days after issuance of permit, and shall be completed within 180 days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

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

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

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

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

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

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

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

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

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

12. Additional Stipulations: _____

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

Submitted By: Melissa Slyter
Permittee

Place Corporate Seal

Melissa Slyter
Signature and Title Permit Admin.

Attested

Utilities Permit
Page three
Revised: 8/17/00

Recommended for Approval:

Signature: _____

Title: _____

Date: _____

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

YES () NO ()

Date Approved: _____

Chairman's Signature: _____

Cover Sheet: WR#7640906

Page 1 of 5

INACCESSIBLE

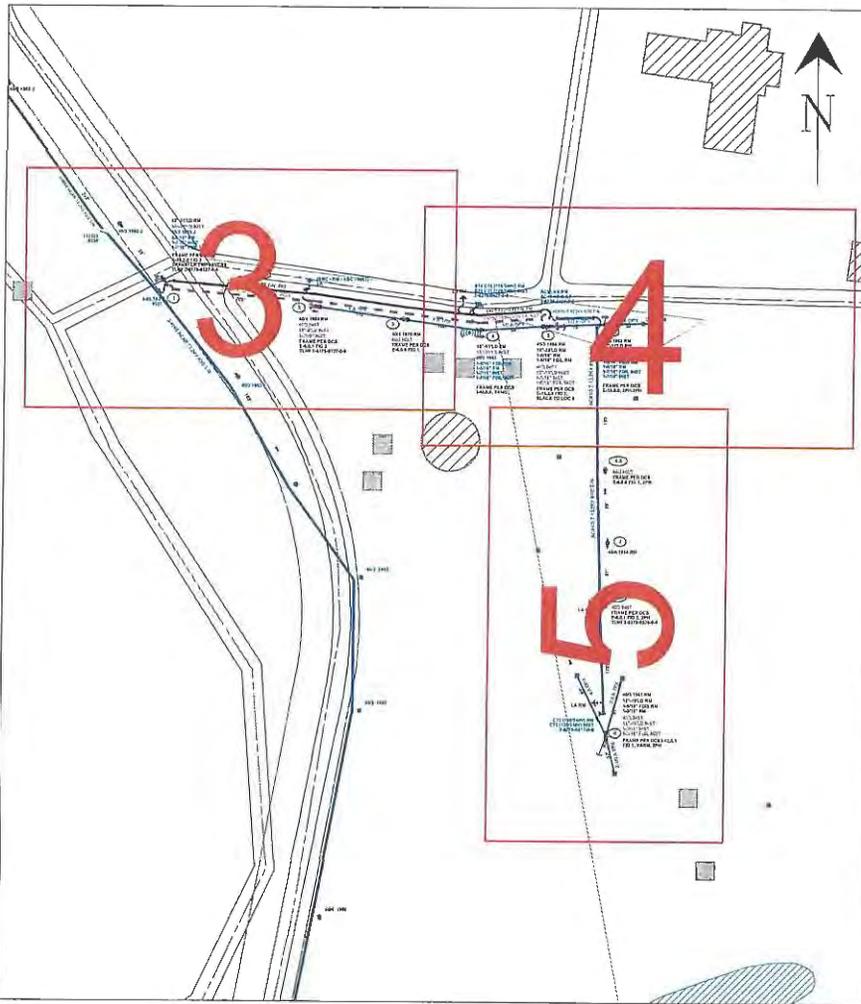
19KV

FUTURE 23KV

23KV

SALT SPRAY

ROCK



GENERAL NOTES

- NOTIFY CUSTOMERS OF TEMPORARY POWER AND TRAFFIC INTERRUPTIONS.
- PROVIDE WARNING SIGNALS FOR PEDESTRIANS AND TRAFFIC SIGNALS FOR MOTORISTS.
- SERVICE TO TRAFFIC SIGNAL, SCHOOL FLASHING SIGNAL, AND LIFT STATIONS MUST REMAIN ENERGIZED AT ALL TIMES.

- STAKING NOTES-INTERMEDIATE POLES: STAKE POLES IN-LINE AT STATED DISTANCES.**
- POLE REPLACEMENT: STAKE POLES IN-LINE AND WITHIN 2' OF EITHER SIDE OF EXISTING POLE UNLESS OTHERWISE NOTED.
 - ALL POLES STAKED WITH FIELD SIDE FACE AT RW LINE UNLESS OTHERWISE NOTED.
 - SEE BELOW FOR ADDITIONAL DETAILED STAKING NOTES.

GENERAL GROUNDING, GUYING, AND U-GUARD NOTES

- BOND WIRE (DCS D-2.0.0, FIG. 1 - 3 AND D-7.0.0, DETAIL A AND B)
- ATTACH BOND WIRE TO THE GUY WIRE AND DO NOT ATTACH TO PREFORMED GRIP.
- STREET LIGHT BRACKETS (DCS H-11.0.0, FIG. 1- 4 AND DCS H-11.1.0, FIG. 1 - 5)
- GROUND ALL STREET LIGHT BRACKETS (I.E. TO POLE BOND IF GROUND RODS ARE REQUIRED OR TO SYSTEM NEUTRAL IF NO GROUND RODS ARE REQUIRED.
- U-GUARDS (DCS UH-14.0.0 AND UH-14.0.2)
- WOOD POLES: USE TAPCON FASTENERS IN ALL BASE SECTION HOLES AND EVERY OTHER HOLE OF TOP SECTIONS.
- CONCRETE POLES: USE AT LEAST 10 TAPCON FASTENERS PER 10 FOOT U-GUARD SECTION AND AT LEAST 6 TAPCON FASTENERS FOR SHORTER SECTIONS. BACK PLATE (DCS UH-14.0.1)
- REQUIRED ON FIRST 10 FOOT SECTION ABOVE GROUND (WOOD AND CONCRETE POLES).
- GUYING (DCS D-2.0.0)
- GUYS SHALL HAVE A GUY MARKER (GUY GUARD) INSTALLED AT ALL LOCATIONS.
- RISER (DCS G-10.1.0 AND G-10.2.0)
- BOND ALL METAL RISER CONDUITS ON POLES.
- GROUND RODS (DCS G-3.0.1)
- TOP MUST BE A MINIMUM OF 6 INCHES BELOW GRADE.

**CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG
LOCATE MARKINGS COLOR CODE**

| | | | |
|--|-----------------------|--|----------|
| | ELECTRIC | | WATER |
| | GAS-OIL-STEAM | | SEWER |
| | TEMP. SURVEY MARKINGS | | CABLE TV |
| | PROPOSED EXCAVATION | | |

Agriculture Ln Agriculture Ln

S. 2nd Avenue - 2000' S. 2nd Avenue - 1000'

Parking 14

Go Map data ©2017 Google

PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES. CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

CONSTRUCTION NOTES:

- FRAMING IS BASED ON THE POWER SYSTEMS DISTRIBUTION CONSTRUCTION STANDARDS (DCS MANUAL).
- ALL POLES TO BE SET PER DCS D-3.0.0 UNLESS NOTED OTHERWISE.
- SET POLES WITH BRANDING FACING THE STREET WHENEVER POSSIBLE.
- INSTALL TLM TAGS AS INDICATED ON DRAWING.
- TAG FUSE SIZE ON POLE AS INDICATED ON DRAWING.
- CHECK VOLTAGE ROTATION AND CONTINUITY AT EACH TRANSFORMER AND RISER LOCATION.

American Disabilities Act

If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.

REVISION
 Size: 11 x 17
 PRINTED BY: KXFOGE1
 PLOT DATE/TIME: 11/16/2017 11:36:40
 DATE
 IPC
 1
 2
 3
 4



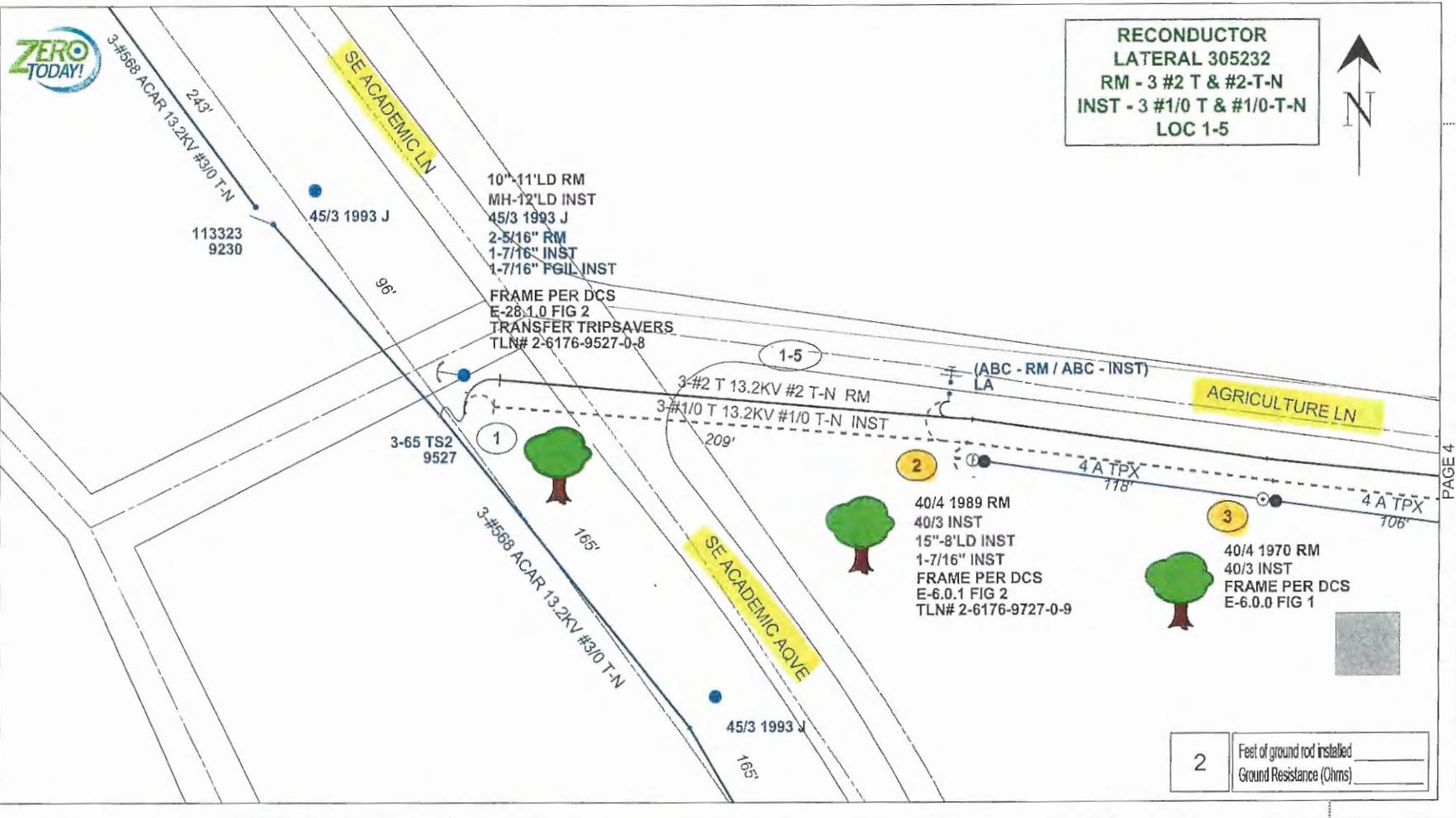
| | | | |
|--|---|---|---|
| Easement? <input type="checkbox"/> | Tree Work? <input checked="" type="checkbox"/> | Tree Access? <input type="checkbox"/> | Tree Staking Req'd? <input type="checkbox"/> |
| Designer/Stake? <input type="checkbox"/> | CTS/Special MI? <input type="checkbox"/> | Work with SMO? <input type="checkbox"/> | Survey/Stake? <input checked="" type="checkbox"/> |
| POLE LINE FT: | POLE LINE FT, ON TRANS. POLES: | TRENCH FT: | DUCT BANK FT: |
| PERMIT REQ'D | CITY <input type="checkbox"/> COUNTY RD <input checked="" type="checkbox"/> COUNTY AIR <input type="checkbox"/> | STATE RD <input type="checkbox"/> | FAA <input checked="" type="checkbox"/> |
| | WMD <input type="checkbox"/> RR XING <input type="checkbox"/> DR. DIST. <input type="checkbox"/> | TRANSM. <input type="checkbox"/> | |
| Requested Tel. Co. Sel Poles? <input type="checkbox"/> | Requested Tel. Co. Transfer? <input type="checkbox"/> | Request CATV Transfer? <input type="checkbox"/> | |



| | | | |
|------------------------|--|---|-----------------------------------|
| Job Owner: | Donald Cobb | M/A: NF | Township: 04 Range: 17 Section 01 |
| Designer: | Kathryn Fell | SS17OH 305232 PRICE-CAP-Lateral Hardening | |
| Date: | 11/16/2017 | | |
| Scale: 1" = 162' | 305232 OHR PRICE, LAKE CITY, FL, 32055 | | |
| 0' 162' 324' | Dwg No. 7640906_11x17 OH.xml | Map No. KN1138 | |
| | WR: 7640906 | Page 1 of 5 | |

FEEDERS: PRICE 05232

INACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY ROCK



| | | |
|---|------------------------------|--|
| 2 | Feet of ground rod installed | |
| | Ground Resistance (Ohms) | |

REVISION
 SIZE: 11 x 17
 PRINTED BY: KXF0GE1
 DATE
 IPC
 PLOT DATE/TIME: 11/16/2017 11:36:45

| | |
|---|------------------|
| AS-BUILT CREW PRINT | AS-BUILT COPY |
| Foreman's Signature _____ | Date _____ |
| Initials _____ | Cert. Date _____ |
| Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS. | |
| Supervisor's Signature _____ | Date _____ |
| All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations. | |
| Foreman's Signature _____ | Date _____ |

| | | |
|--|---|---|
| MOT 602 | MOT 625 | Replace existing wood with proposed wood |
| Essential? <input type="checkbox"/> | Tree Work? <input checked="" type="checkbox"/> | Tree Access? <input type="checkbox"/> |
| Designer/Stake? <input type="checkbox"/> | CT/Special Mt? <input type="checkbox"/> | Work with SMO? <input type="checkbox"/> |
| POLE LINE FT: | POLE LINE FT. ON TRANSM. POLES: | TRENCH FT: |
| CITY <input type="checkbox"/> | COUNTY RD <input checked="" type="checkbox"/> | COUNTY AIR <input type="checkbox"/> |
| STATE RD <input type="checkbox"/> | FAA <input checked="" type="checkbox"/> | |
| PERMIT REQ'D | WMD <input type="checkbox"/> | RR KING <input type="checkbox"/> |
| DR. DIST. <input type="checkbox"/> | TRANSM. <input type="checkbox"/> | |
| Requested Tel. Co. Set Poles? <input type="checkbox"/> | Requested Tel. Co. Transfer? <input type="checkbox"/> | Request CATV Transfer? <input type="checkbox"/> |



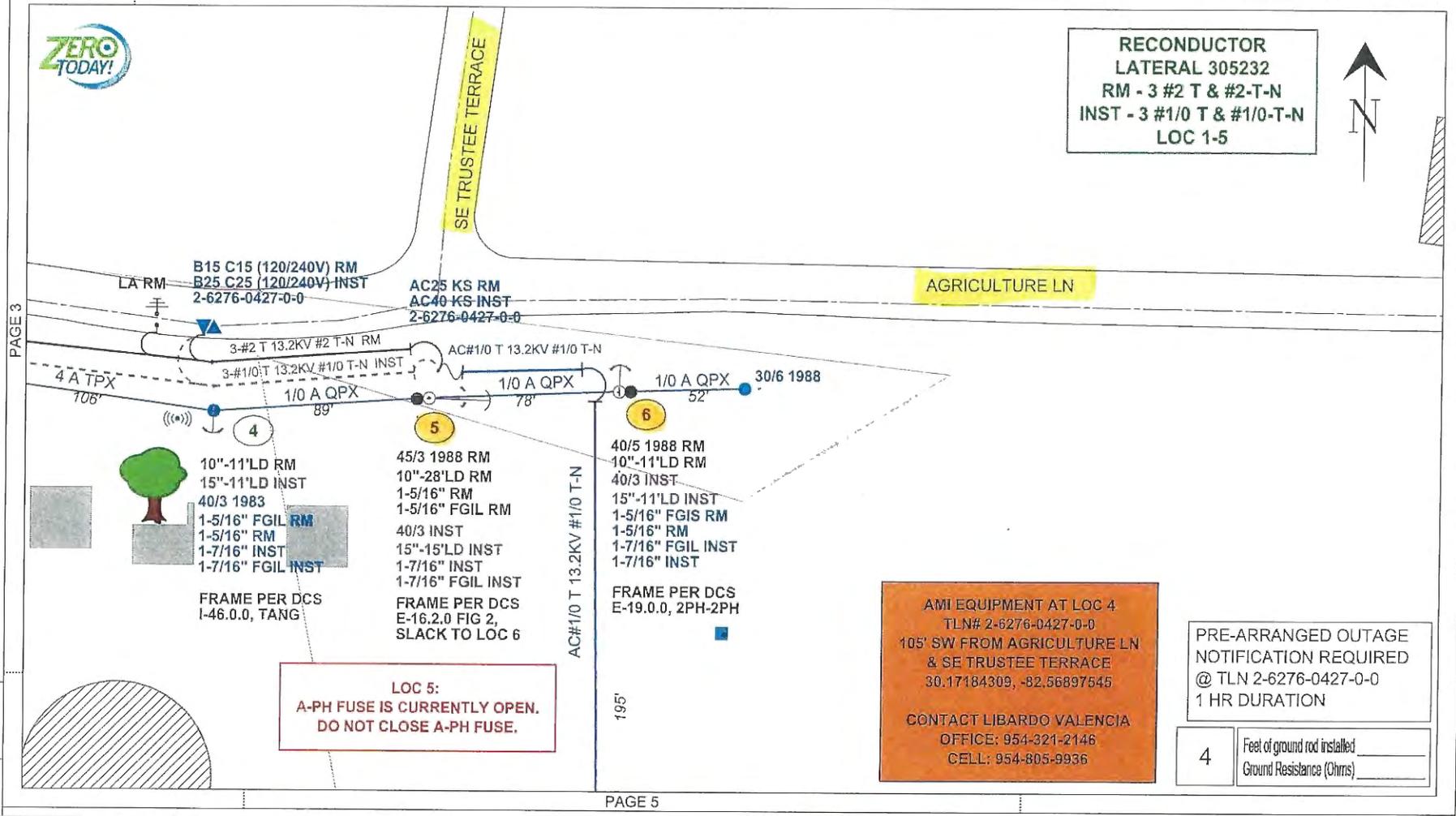
| | | | |
|------------------------------|--------------|---|-----------------------------------|
| Job Owner: | Donald Cobb | M/A: NF | Township: 04 Range: 17 Section 01 |
| Designer: | Kathryn Fall | SS170H 305232 PRICE-CAP-Lateral Hardening | |
| Date: | 11/16/2017 | Scale: 1" = 40' | |
| 0' 40' 80' | | 305232 OHR PRICE, LAKE CITY, FL, 32055 | |
| Dwg No. 7640906_11x17 OH.xml | | Map No. KN1138 | |
| WR: 7640906 | | Page 3 of 5 | |

FEEDERS: PRICE 05232

INACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY ROCK



**RECONDUCTOR
LATERAL 305232
RM - 3 #2 T & #2-T-N
INST - 3 #1/0 T & #1/0-T-N
LOC 1-5**



**LOC 5:
A-PH FUSE IS CURRENTLY OPEN.
DO NOT CLOSE A-PH FUSE.**

**AMI EQUIPMENT AT LOC 4
TLN# 2-6276-0427-0-0
105' SW FROM AGRICULTURE LN
& SE TRUSTEE TERRACE
30.17184309, -82.56897545**

**CONTACT LIBARDO VALENCIA
OFFICE: 954-321-2146
CELL: 954-805-9936**

**PRE-ARRANGED OUTAGE
NOTIFICATION REQUIRED
@ TLN 2-6276-0427-0-0
1 HR DURATION**

| | |
|---|--|
| 4 | Feet of ground rod installed _____
Ground Resistance (Ohms) _____ |
|---|--|

Size: 11 x 17

PRINTED BY: KXF0GE1

PLOT DATE/TIME: 11/16/2017 11:36:47

| IPC | DATE |
|-----|------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |

| | |
|---|---------------------------------|
| AS-BUILT CREW PRINT | AS-BUILT COPY |
| Foreman's Signature _____ Date _____ | Initials _____ Cert. Date _____ |
| Supervisor's Signature _____ Date _____ | |
| Foreman's Signature _____ Date _____ | |

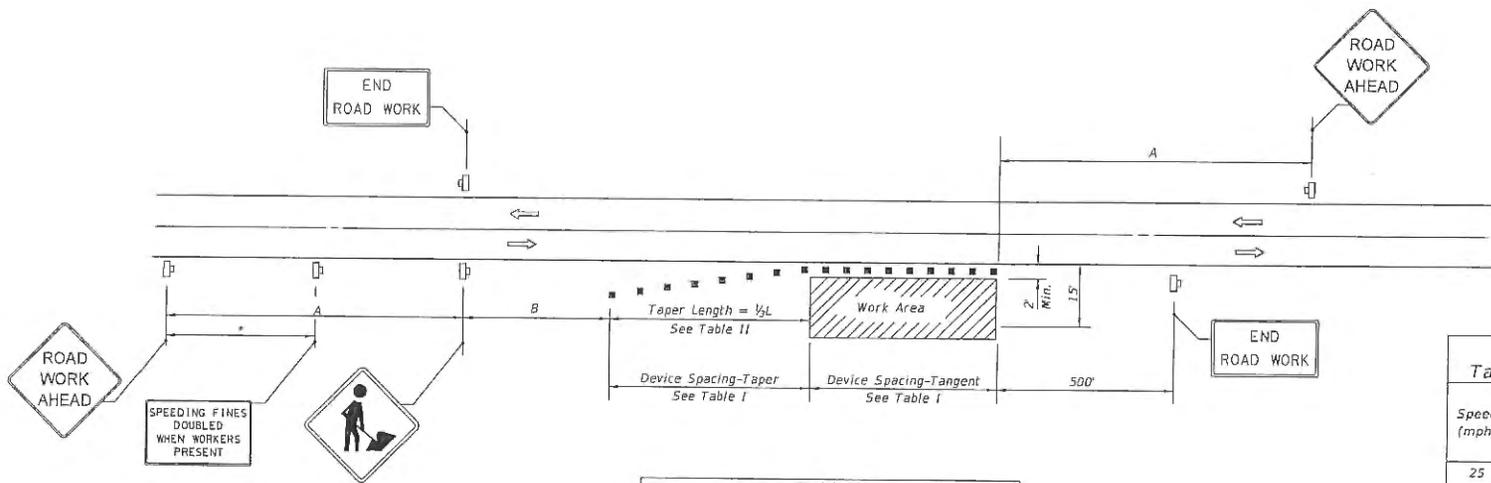
MOT 602

Replace existing wood with proposed wood

| | | | |
|--|---|---|---|
| Easement? <input type="checkbox"/> | Tree Work? <input checked="" type="checkbox"/> | Tree Access? <input type="checkbox"/> | Tree Staking Req'd? <input type="checkbox"/> |
| Designers/Slake? <input type="checkbox"/> | CT/Special Mir? <input type="checkbox"/> | Work with SMD? <input type="checkbox"/> | Survey/Slake? <input checked="" type="checkbox"/> |
| PERMIT REQ'D | CITY <input type="checkbox"/> | COUNTY RD <input checked="" type="checkbox"/> | COUNTY AIR <input type="checkbox"/> |
| | WMD <input type="checkbox"/> | RR XING <input type="checkbox"/> | DR. DIST. <input type="checkbox"/> |
| Requested Tel. Co. Set Poles? <input type="checkbox"/> | Requested Tel. Co. Transfer? <input type="checkbox"/> | Request CATV Transfer? <input type="checkbox"/> | |



| | | | |
|--|--------------|---|-----------------------------------|
| Job Owner: | Donald Cobb | M/A: NF | Township: 04 Range: 17 Section 01 |
| Designer: | Kathryn Fell | SS17OH 305232 PRICE-CAP-Lateral Hardening | |
| Date: | 11/16/2017 | Scale: 1" = 40' | |
| 305232 OHR PRICE, LAKE CITY, FL, 32055 | | Dwg No. 7640906_11x17 OH.xml | |
| 0' 40' 80' | | Map No. KN1138 | |
| WR: 7640906 | | Page 4 of 5 | |



| Speed | Spacing (ft.) | |
|-------------------|---------------|-----|
| | A | B |
| 40 mph or less | 200 | 200 |
| 45 mph | 350 | 350 |
| 50 mph or greater | 500 | 500 |

*Midway between signs.

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

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

8' minimum shoulder width

1/2 L = Length of shoulder taper in feet

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

S = Posted speed limit (mph)

- SYMBOLS**
- Work Area
 - Channelizing Device (See Index No. 600)
 - Work Zone Sign
 - Lane Identification + Direction of Traffic

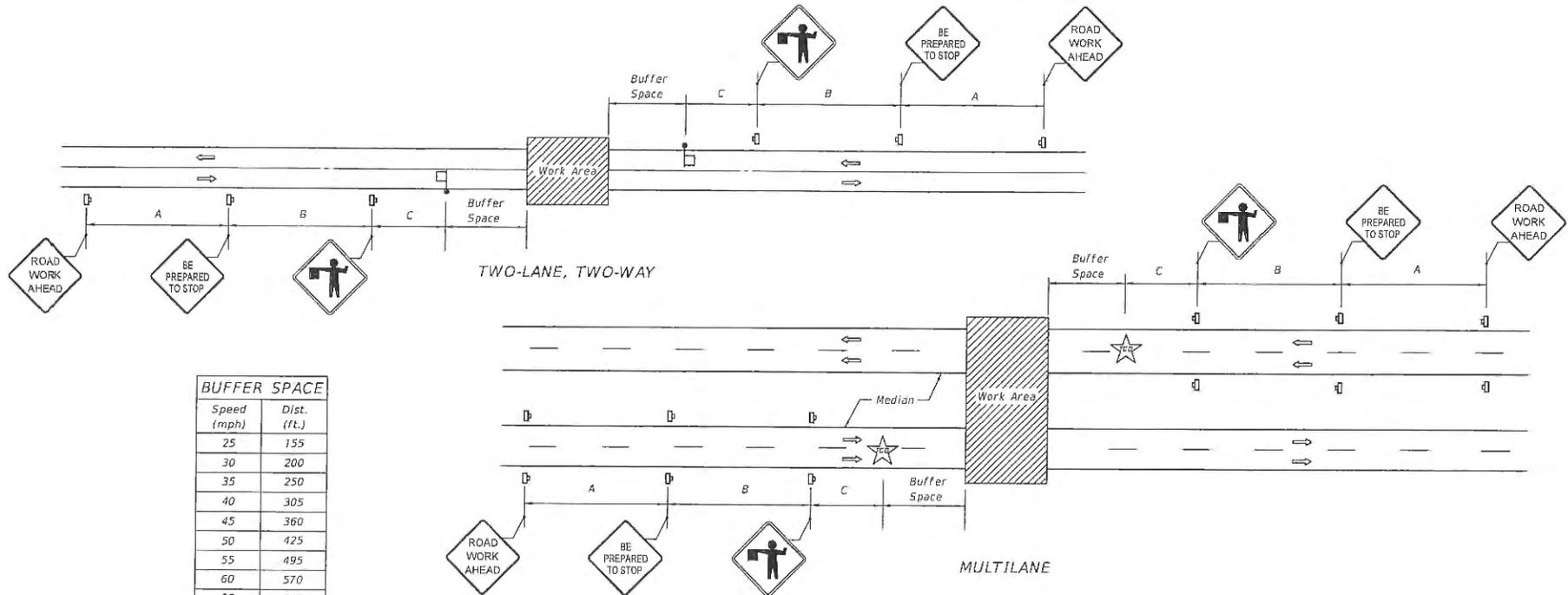
- GENERAL NOTES**
- When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of flaggers and FLAGGER signs, see Index No. 603.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

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

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

| | | | | | |
|---------------------------|--------------|---|-------------------------------------|------------------|---------------------|
| LAST REVISION
07/01/15 | DESCRIPTION: | FDDOT
FY 2017-18
DESIGN STANDARDS | TWO-LANE, TWO-WAY, WORK ON SHOULDER | INDEX NO.
602 | SHEET NO.
1 of 1 |
|---------------------------|--------------|---|-------------------------------------|------------------|---------------------|

10/12/2016 1:06:54 PM



| BUFFER SPACE | |
|--------------|-------------|
| Speed (mph) | Dist. (ft.) |
| 25 | 155 |
| 30 | 200 |
| 35 | 250 |
| 40 | 305 |
| 45 | 360 |
| 50 | 425 |
| 55 | 495 |
| 60 | 570 |
| 65 | 645 |

| Speed (mph) | Spacing (ft.) | | |
|---------------|---------------|-----|-----|
| | A | B | C |
| 40 or less | 200 | 200 | 200 |
| 45 | 350 | 350 | 350 |
| 50 or greater | 500 | 500 | 500 |

SYMBOLS

- Work Area
- Work Zone Sign
- Flagger
- Traffic Control Officer
- Lane Identification & Direction of Traffic

GENERAL NOTES

1. This Index does not apply to limited access facilities.
2. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with applicable TCZ Indexes.
3. Traffic volume or complexity of the roadway may dictate additional devices, signs, flagmen and/or a traffic control officer.
4. The buffer space may be omitted if there are no sight obstructions to vehicles approaching the Flagger/Officer for distance equal to the buffer space.
5. A Flagger may be substituted for a Traffic Control Officer and the BE PREPARED TO STOP sign may be omitted, when the following conditions are met:
 - a. Speed limit is 45 mph or less.
 - b. No sight obstructions to vehicles approaching the Flagger/Officer for a distance equal to the buffer space.
 - c. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
6. On undivided highways the median sign as shown are to be omitted.
7. For general TCZ requirements and additional information refer to FDOT Index No. 600.

CONDITIONS
 PLANNED CLOSURE NOT EXCEEDING 5 MINUTES.

12/17/2015 9:08:33 AM

| | | | | | |
|---------------------------|--------------|--|--|------------------|---------------------|
| LAST REVISION
07/01/15 | DESCRIPTION: | FDOT
FY 2016-17
DESIGN STANDARDS | TEMPORARY ROAD CLOSURE 5 MINUTES OR LESS | INDEX NO.
625 | SHEET NO.
1 of 1 |
|---------------------------|--------------|--|--|------------------|---------------------|



18

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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

Today's Date: November 22, 2017 Meeting Date: December 7, 2017

Name: Ray Hill Department: Purchasing

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

Approve Purchasing Policy for Federally Funded Grants to bring us in compliance with Federal Requirements

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? [X] N/A [] Yes Account No. [] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only:

[X] Consent Item [] Discussion Item

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



Memo

Date: October 27, 2017
To: Board of Commissioners
From: Ray Hill, Purchasing Director
RE: Purchasing Policy for Federally Funded Grants

I am requesting approval of the attached Purchasing Policy for Federally Funded Grants. The Policy is required to meet Federal Statutes.

**COLUMBIA COUNTY
PURCHASING POLICY FOR GRANTS USING
FEDERAL FUNDING**

Section 1 PURPOSE

This policy is adopted to assure that commodities and services purchased using federal funds including the Community Development Block Grant Program are obtained efficiently and effectively in free and open competition and through the use of sound procurement practices. All Columbia County staff and other persons (sub-grantees or contractors) with designated responsibility for the administration of federally funded grant contracts are responsible for ensuring compliance with all applicable federal and state laws and regulations. These include but are not limited to: OMB Circular A-102, attachment O; 2 CFR-Part 200.317-.326; s. 255.0525 and 287.055, Florida Statutes, Chapter 73C-23 Florida Administrative Code.

Section 2 APPLICATION OF POLICY

This policy shall apply to contracts or agreements for the procurement of all materials, supplies, services, construction and equipment for any federally funded grant including Community Development Block Grant Program solicited or entered into after the effective date of this policy.

Section 3 PURCHASING DIRECTOR

The Columbia County Purchasing Director shall serve as the central purchasing officer (the "Purchasing Officer") of Columbia County for all contracts or agreements described in Section 2.

Section 4 PURCHASING AND CONTRACT AWARD

PROCEDURES Section 4.01 PURCHASING CATEGORIES; THRESHOLD

AMOUNTS

Except as to Sole Source Purchases (Section 4.06) and Cooperative Purchasing (Section 4.07), all purchases and contract awards are to be made subject to the provisions of the appropriate Section according to the following threshold amounts:

- A. Small Purchases.....\$1.00 to \$2500
- B. Purchasing Quotes\$2500.01 to \$25,000.00
- C. Competitive Sealed Bids/Proposals\$25,000.01 and above.

Section 4.02 SMALL PURCHASES

The purchase of commodities, equipment and services which cost less than the threshold authorized in Section 4 does not require solicitation of quotes or bids. Small purchases shall be authorized by the Purchasing Officer or his/her designees.

Section 4.03 PURCHASING QUOTES

The purchase of goods and services which cost within the range authorized for purchasing quotes in Section 4 shall require competitive quotations from three or more vendors.

When requesting quotations for items costing from \$2501 to \$10,000, three verbal quotations shall be sufficient: however, a supplier may be required to provide a written quote depending on the complexity of the requirement.

Quotations for items in excess of \$10,001 and up to \$25,000 must be in writing and appear on the bidders letterhead or company invoice stating that it is a quote.

All requests for purchases or contracts except as provided below, when the sum is in excess of the bid limit (\$25,000.00) shall advertise for competitive sealed bids. The Board of County Commissioners approval is required for Sealed Bid awards.

Section 4.04 COMPETITIVE SEALED BIDDING

1. Conditions. All contracts for purchases of a single item, services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4, where price, not qualifications, is the basis for contract award, shall be awarded by competitive sealed bidding. Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible and responsive bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest price.

2. Invitation to Bid. An invitation to bid shall be issued and shall include specifications, all contractual terms and conditions, and the place, date, and time for opening or submittal. No later than five working days prior to the date for receipts of bids, a vendor shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which the vendor may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms or individuals which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.
 - (1) Alternate(s). Alternate bids will not be considered unless authorized by and defined in the Special Conditions of the bid specifications.

 - (2) Approved Equivalents. The County reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the general conditions of the bid.

3. Public Notice. Under Section 255.0525(2), F.S. and Rule 73-23.00521(2)(a), F.A.C., a notice for Request for Proposals must be advertised for proposals that are projected to cost more than \$200,000.00 shall be published in at least one daily newspaper of general circulation in Columbia County as well as a nearby federal Office of Management and Budget (OMB) designated metropolitan statistical area (MSA) at least 21 days prior to the

established bid opening and at least 5 days prior to any scheduled pre-bid conference.

An invitation to bid for construction projects that are projected to cost more than \$500,000.00 shall be publicly advertised at least once in a newspaper of general circulation in Columbia County at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference.

Additionally, notice shall be sent to those vendors and contractors on the County's MBE/WBE solicitation list.

4. Alternatively, the County may substitute the above notice with any solicitation procedure, which generates at least three responsible and responsive bids or proposals, which can be considered. However; if three responsible and responsive bids or proposals are not received, the procurement will be invalid.
5. Bid Opening. Bids shall be opened publicly. The Purchasing Officer or his/her designee shall open bids in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid, and other such relevant information as may be deemed appropriate by the Purchasing Officer together with the name of each bidder, and all witnesses shall be recorded. The record (Bid Report) and each bid shall be open to public inspection.
6. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as; inspection, testing, quality, recycled or degradable material content, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that are not set forth in the Invitation to Bid, in regulations, or in this policy. Any or all bids may be rejected if there is a sound documented reason.
7. Bid Agenda Item. After evaluation, the Purchasing Officer will prepare a recommendation and shall place the item on the agenda of the Board of County Commissioners.
8. Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bids mistakes, shall be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the Invitation to Bid prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake, of non-judgemental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in the bid price or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material

mistake of fact may be permitted to withdraw his bid if:

- (1) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Purchasing Officer.
9. Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an Invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.
10. Award. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid.

The County reserves the right to waive any informality in bids and to make an award in whole or in part when both conditions are in the best interest of Columbia County. Any requirement which is waived must be documented and kept in the file.

- (1) Notice of Intended Award. The contract shall be awarded by written notice. Every procurement of contractual services shall be evidenced by a written agreement. Notice of intended award, including rejection of some or all of bids received, may be given by posting the bid tabulations where the bids were opened, by telephone, by first class mail, or by certified United States mail, return receipt requested, whichever is specified in bid solicitation. A vendor may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a vendor provided, self-addressed envelope for their records.
 - (2) Notice of Right to Protest. All notices of decision or intended decisions shall contain the statement: "Failure to file a protest within the time prescribed in Section 4.08 of the CDBG Purchasing Policy of Columbia County shall constitute a waiver of Proceedings under that section of this policy".
11. Cancellation of Invitations for Bids. An Invitation for bids or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best interests of the County, as determined by the Board. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

12. Disqualification of Vendors. For any specific bid, vendors may be disqualified for the following reasons:

- (1) Failure to respond to bid invitation three consecutive times within the last eighteen (18) month period.
- (2) Failure to update the information on file including address, project or service, or business description.
- (3) Failure to perform according to contract provisions.
- (4) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (5) Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (6) Clear and convincing evidence that the vendor has attempted to give a County employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the County's purchasing activity.
- (7) Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133 (3) (a).
- (8) Other reasons deemed appropriate by the County.

Section 4.05 COMPETITIVE SEALED PROPOSALS

All contracts for purchases of a single item or services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4, where qualifications, not price, is the basis for contract award, shall be awarded by competitive sealed proposals.

Section 4.051 PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL AND LAND SURVEYING SERVICES

All contracts for the procurement of professional architectural, engineering, landscape architectural, and land surveying services will be awarded according to the provisions of Section 307 of the Board of County Commissioners Columbia County, Florida Purchasing Policies and Procedures.

All other contracts required to be awarded by competitive sealed proposals will be awarded according to the provisions of Section 4.052.

Section 4.052 OTHER COMPETITIVE SEALED PROPOSALS (non-287.055 services)

1. Conditions for Use. All contracts required by Section 4.05 to be awarded by competitive sealed proposals that are not for the procurement of professional architectural, engineering, landscape architectural, and land surveying services, will be awarded according to the provisions of this section.
2. Consultant's Competitive Negotiation Act. Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered

land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section 4.051.

3. Board Approval. Proposals anticipated to exceed the threshold established in Section 4 for Competitive sealed Proposals shall be approved by the Columbia County Board prior to solicitation.
4. Public Notice. Public Notice shall be by publication in a newspaper of general circulation at least twelve (12) working days prior to proposal opening. Notice of the Request for Proposals shall give date, time, and place set forth for the submittal of proposals and opening.
5. Evaluation Factors. The Request for Proposals shall state the relative importance of criteria outlined in the scope of services, fee proposal, and other evaluation.
6. Proposal Cancellation or Postponement. The Purchasing Officer may, prior to a proposal opening, elect to cancel or postpone the date and/or time for proposal opening or submission.
7. Revisions and Discussions with Responsible Offerors. As provided in the Request for Proposals, and under regulations promulgated by the Columbia County Board, discussions may be conducted with responsible offerors who submit proposals determined to be qualified of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The Purchasing Officer shall prepare a written summary of the proposals and make written recommendation of award to the Board. As a part of the recommendation, the Purchasing Officer shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price.

Award. Award shall be made by the Board to the lowest responsible offer or whose proposal is determined in writing to be the most advantageous to the Columbia Board, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation criteria that is not included in the Request for Proposal.

Section 4.06

SOLE SOURCE PURCHASES

Sole Source Certification. The procurement for all professional services and any contract resulting from a non-competitive procurement process must meet the requirements of 2 CFR Part 200 and Section 287.055 of the Florida Statutes. The County's Purchasing Officer must conduct a cost or price analysis of all proposed prices on sole source purchases, analysis shall include a review of profit as a separate element.

Additional Purchases from Certified Sole Source The Purchasing Officer may be authorized, after initial sole source certification and DEO approval, to make additional purchases from a sole source vendor for not less than one year or until such time a contrary evidence is presented regarding sole source eligibility, whichever period is less.

Section 4.07 COOPERATIVE PURCHASING

1. State Contracts. The Purchasing Officer is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts of the Department of Management Services, subject otherwise to the requirements of this policy.
2. Other Governmental Units. The Purchasing Officer shall have the authority to join other units of government in cooperative purchasing ventures when the best interest of the County would be served thereby, and the same is in accordance with this policy and with the County and State Law.

Section 4.08 BID PROTEST

All Bid Protest procedures shall be conducted according to the provisions of Section 304.8 of the Board of County Commissioners Columbia County, Florida Purchasing Policies and Procedures.

1. Right to Protest. Any actual prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may protest to the Columbia County Board of County Commissioners. Protestors shall seek resolution of their complaints initially with the Purchasing Officer and secondly with the County Manager prior to protesting to the Board.
2. Filing a Protest. Any bidder opposed to an intended decision on any bid award must file with the Purchasing Director a written notice of intent to file a protest, **no later than seventy-two (72) hours (excluding Saturdays, Sundays and legal HOLIDAYS), after the posting of the bid tabulation.** The initial notice of protest shall clearly state it is a bid protest; shall include the name, contact address, and contact phone number of the bidder; shall include the bid number; shall state the basis of the protest; and shall be signed by the bidder. **Failure to state the basis of the protest shall be just cause for the protest to be rejected according to the bid protest procedures.** The written notice of intent to file a protest shall be filed with the Purchasing Director no later than four-thirty (4:30) P.M. of the second working day following the day of the bid opening. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this Section.
3. Following the filing of the Protest Notice, the bidder must submit a formal written bid protest within five (5) Columbia County workdays. Allotted time may be reduced, if necessary, to protect the health, safety and welfare, or other such interest of Columbia County, with consideration given to the affected party. No changes or amendments to the formal written protest will be allowed after the five (5) workday expiration date.

The formal written protest shall contain the following:

Columbia County bid number and description as advertised.

Name and address of company or person filing the protest.

Name and title of person submitting the protest. If other than the bidder, a letter from the bidder authorizing him/her to act on the bidder's behalf.

A statement of disputed material facts. If there are no disputed material facts, the written formal protest must so state.

A precise statement of the facts, rules, regulations, statutes, and constitutional provisions entitling the affected party to relief.

A statement indicating the relief requested.

Any other information material to the protest.

The protestant shall mail a copy of the notice of protest and the formal written protest to any person with whom he/she is in dispute.

4. Settlement and Resolution. The Purchasing Officer shall; within 14 calendar days of the formal written protest, attempt to resolve the protest prior to any proceedings arising from the position. Provided, however, if such settlement will have the effect of determining a substantial interest of another party or business, such settlement must be reached in the course of the proceedings provided herein.
5. Protest Proceedings. If the protest cannot be resolved by mutual agreement, the Purchasing Officer shall conduct or designate another to conduct a protest proceeding pursuant to the following procedures:
 - (1) Protest Proceeding Procedures.
 - (a) The presiding officer shall give reasonable notice to all substantially affected persons or businesses. Otherwise petitions to intervene will be considered on their merits as received.
 - (b) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, or affidavits, and arguments which he/she deems relevant to the issues raised.
 - (c) In the proceeding, the protestant, or his/her representative or counsel, may also make an oral presentation of his evidence and arguments. However, neither

direct nor cross-examination of witnesses shall be permitted, although the presiding officer may make whatever inquiries he/she deems pertinent to a determination of the protest.

- (d) The judicial rules of evidence shall not apply and the presiding officer shall base his/her decision on such information given in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.
 - (e) Within seven (7) working days of the conclusion of the proceeding, the presiding officer shall render a decision which sets forth the terms and conditions of any settlement reached. Such decision of the presiding officer shall be conclusive as to the recommendation to the Columbia Board.
 - (f) Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.
- (2) Intervenor. The participation of intervenors shall be governed by the terms of the order issued in response to a petition to intervene.
 - (3) Time Limits. The time limits in which protests must be filed as provided herein may be altered by specific provisions in invitation for bids or request for proposal
 - (4) Entitlement to Costs. In no case will the protesting bidder or offeror be entitled to any costs incurred with the solicitation, including bid preparation costs and attorney's fees.
6. Stay of Procurement During Protests. In the event of a timely protest under Subsection A of this Section, the Purchasing Officer shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the Columbia Board makes a determination that the award of a contract without delay is necessary to protect the substantial interest of the Columbia .

Section 4.09 BONDING

For all construction or facility improvement contracts, Columbia County shall, at a minimum, require:

- 1. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified;
- 2. A performance bond on the part of the contractor for 100 percent of the contract price; and
- 3. A payment bond of the part of the contractor for 100 percent of the contract price.

Section 4.10 MBE/WBE and Section 3 under CDBG.

Any purchasing activities occurring under the Community Development Block Grant must, as a supplemental condition, comply with MBE/WBE and Section 3 requirements. In summary, the County and all contractors shall document efforts to utilize MBE/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Additionally, if a contractor hires new employees for work performed under the Community Development Block Grant, they will need to document efforts to comply with Section 3 hiring practices and report this participation to the County in a form acceptable to the County.

Minority Business Enterprise (MBE) as used herein, means a business that is owned and controlled at least 51% by one or more minority persons (MBE) or by one or more women (WBE) and whose management and daily operations are controlled by one or more such persons.

COUNTY'S PRE-BID ACTIVITY

- (1) Language regarding the Minority Business Enterprise and Section 3 Programs will be inserted into bid specifications to assure that prospective bidders are aware of a requirement to make good faith efforts to utilize MBE/WBEs.
- (2) Registered MBE/WBEs will be notified in writing regarding the bid and pre-bid conferences.
- (3) Majority (prime) contractors on the bid list will be sent a letter outlining the Minority Business Enterprise Program procedures, the supportive documentation required for submittal with their bid, and a list of MBE/WBE contractors on the bid list.
- (4) MBE/WBE and Section 3 participation for a CDBG project and the contractor commitment to carry out the program will become a part of the contract awarded by the County. Failure to keep these commitments will be deemed noncompliance with the contract and may result in a breach of contract.

CONTRACTORS RESPONSIBILITY

1. Contractors must document all MBE/WBEs contracted for quotes regarding a particular scope of work to submit to the County not less than quarterly.
2. A contractor's MBE/WBE plan will utilize MBE/WBEs to perform commercially useful functions in the work bid.
3. Contractors are required to make good faith efforts to obtain MBE/WBE participation. If these efforts are unsuccessful, the contractor will submit notice to the County of non-availability or refusal to participate.

4. The contractor who is the successful bidder will attend pre-construction conferences with appropriate County representatives to review the project scope and the MBE/WBE utilization plan.
5. The contractor who is the successful bidder must request a change order for any modification to the MBE/WBE plan. Change orders require Board approval and are contingent on contractor documentation of MBE/WBE involvement in the change requested and documentation of cause for these changes.
6. If a contractor hires new employees for work performed under the Community Development Block Grant, they will document efforts to comply with Section 3 hiring practices and report this participation to the County in a form acceptable to the County



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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

Today's Date: November 30, 2017 Meeting Date: December 7, 2017

Name: David Kraus Department: Hazard Mitigation Grant

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

After a Presidential Disaster declaration, FEMA allocates HMGP monies to impacted counties to mitigate future storm damages. Columbia County is one of the declared counties from Hurricane Irma. This action would authorize staff to select a firm to prepare an HMGP application.

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? [X] N/A [] Yes Account No. [] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only:

[X] Consent Item [] Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

DATE: December 1, 2017

TO: Columbia County Board of County Commissioners

FR: David Kraus, Risk manager 

RE: Hurricane Irma Hazard Mitigation Grant Program

Columbia County was included as part of the Disaster Declaration (DR-4337) for Hurricane Irma. After a Presidential Major Disaster Declaration such as DR-4337, FEMA issues Hazard Mitigation Grant Programs funding for the enactment of mitigation measures that reduce the risk of loss of life and property from future disasters under Section 404 of the Robert T Stafford Disaster Relief and Emergency Assistance Act. In Florida, the State Division of Emergency Management will issue a notice of funding for the counties impacted by the declared disaster of the funds available to them under the HMGP program.

HMGP is a long process. In order to receive these funds, the County would need to prepare an application for each project to submit to the State for review. Each project must undergo a Benefit/Cost analysis and be an eligible mitigation activity. The State will then submit projects to FEMA for review and approval. FEMA estimates the approval process to take at least 18 months before the project award and obligation of funds. Included in this timeframe, FEMA estimates the development of the project to take 11 months prior to submission of the grant. In the past, Columbia County elected to hire a consultant to prepare the HMGP applications after Tropical Storm Debby. The County is currently completing the three Tropical Storm Debby HMGP projects.

Staff expects that FDEM will issue the notice of funding for Hurricane Irma in January. The Board of County Commissioners identified two potential HMGP projects locations in September. One would address the repetitive flooding at the Troy Street/Upchurch Avenue area. The second would include multiple locations similar to the current Sparr/Beth project. It would include Cheshire Lane and CR252.

It will take approximately 11 months to develop the projects and create the HMGP application. Staff requests the Columbia County Board of County Commissioners to authorize staff to select one of our existing engineering firms, North Florida Professional Services, for this project and negotiate a scope of service/contract for Board approval. This process will cost between \$22,000 and \$28,000 per project application. If awarded an HMGP grant, these pre-award costs are reimbursable by the grant. If the grant is not awarded, the County would have to pay these costs. .

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



Hazard Mitigation Grant Hazard Project Proposal Project Pro

SUBMITTED BY NORTH FLORIDA PROFESSIONAL SERVICES, INC.



Contents

| | |
|---|-----------|
| OVERVIEW | 2 |
| SCOPE OF WORK – TASK NO. 1 – SW UPCHURCH AVE..... | 4 |
| PRE-APPLICATION & POST APPLICATION SERVICES – TASK NO. 1..... | 6 |
| APPLICATION COMPLETION AND SUBMITTAL SERVICES – TASK NO. 1..... | 7 |
| GRANT ADMINISTRATION SERVICES – TASK NO. 1 | 10 |
| SCOPE OF WORK – NE GILBERT COURT – TASK NO. 2..... | 13 |
| PRE-APPLICATION & POST APPLICATION SERVICES – TASK NO. 2..... | 14 |
| APPLICATION COMPLETION AND SUBMITTAL SERVICES – TASK NO. 2..... | 15 |
| GRANT ADMINISTRATION SERVICES – TASK NO. 2 | 18 |
| SUMMARY OF PROPOSED COSTS FOR SERVICES..... | 20 |
| GRANT REFERENCES..... | 21 |
| PROPOSAL CONTACTS | 22 |
| NFPS ORGANIZATIONAL STRUCTURE..... | 23 |



OVERVIEW

The Columbia County Board of Commissioners is seeking a professional consultant to perform professional services, submit a grant application, and administer the Hazard Mitigation Grant Program (HMGP) with the assistance of the Florida Department of Emergency Management (FDEM). The HMGP assists in implementing long-term hazard mitigation planning and projects following a Presidential major disaster declaration.

A Major Disaster Declaration was declared on September 10, 2017 due to Florida Hurricane Irma (DR-4337). Columbia County is one of 48 counties in the State of Florida that are eligible for assistance under the Hazard Mitigation Grant Program related to DR-4337.

North Florida Professional Services, Inc. (NFPS) has provided professional engineering services to Columbia County since 2011. Our commitment to provide high quality professional services to the County has been demonstrated by the successful completion of each of the projects our company has managed. In recent years, NFPS secured over \$9,000,000 in grant money. NFPS has the expertise in preparing and administering federal grant applications.

One of the major strengths of NFPS is our ability to identify and use the strengths of both state and federal programs. Often times, capital improvement projects are capital intensive and require a substantial financial investment. However, there are many federal programs that provide funding to relieve at least part of the financial burden and allow projects to move forward like the HMGP.

The Columbia County Board of Commissioners is seeking a professional consultant to perform professional services, submit a grant application, and administer the Hazard Mitigation Grant Program (HMGP) with the assistance of the Florida Department of Emergency Management (FDEM). The HMGP assists in implementing long-term hazard mitigation planning and projects following a Presidential major disaster declaration.

- **Project 1) SW Upchurch Ave, SW Fulton Place, SW Troy Street - T** - This area is impacted by a large d... affected. This area is affected by large volumes of rain.
- **Project 2) NE Gilbert Court/NE Cheshire Lane - Localized issues caused by Falling Creek flooding. This area is affe**... impacted.

The Florida Department of Emergency Management has published suggested actions for counties and municipalities to implement during the first 90 days in advance of any funding. It is assumed the County is implementing the County's emergency response plan.

- Meeting with Local Mitigation Strategy (LMS) Working Group. Strategy (LMS) Working Group.



Hazard Mitigation Grant Program Proposal
For Application & Administration
Prepared by North Florida Professional Services, Inc.

- Soliciting projects from jurisdictions. Soliciting projects from jurisdictions. Soliciting projects from
- Ensuring new projects are placed on the LMS project list.
- Choosing projects from the LMS Choosing projects from the LMS Choosing projects from the LMS C budget.
- Prioritizing the selected projects in the order that you want them funded. (you may want th many other MS are different than your LMS project list) han your LMS
- Ensuring each project has an endorsement letter from the Chairperson or Vice Chairperson of the LMS Working Group Chairperson of the LMS Working Group Chairperson of the LMS Working Group
- Work on applications h Work on applications has begun.

NFPS has included costs for the NFPS application preparation & NFPS insurance. **Engineering costs are not included due to the preliminary state of this HMGP process. The HMGP will allow Columbia Cou** The HMGP will allow Columbia associated with preparing of the application. We understand the administrative fees are percentages of the total amount of assistance of the total (Federal plus state) grant or subgrant (Federal plus state) in the State and are 'to be determined'. NFPS reimbursement of ad costs must be accompanied by the costs must be accompanied by the documentation evidencing all such administrative costs.





SW UPCHURCH AVE, SW FULTON PL, SW TROY STREET PROJECT



PRE-APPLICATION & POST APPLICATION SERVICES – PROJECT NO. 1

FEE: \$3,225.00

Pre-Application & Post Application Services are evaluated and assessed on a “per project” basis. A request form must be submitted with application and must be approved by State and FEMA. If the project is not approved, pre-award costs will be solely the responsibility of the applicant.

The following conditions and assumptions are noted as qualifications to this proposal. If requested, NFPS will perform the following tasks:

- Prepare any necessary requests for advance of funds.
 - Prepare and **submit quarterly reports** to DEM during the duration of the contract.
 - Prepare requests for funding from **the County to the Title Company**.
 - Prepare and **submit reimbursement request to DEM during the duration** of the contract.
2. It should be noted that this proposal includes performing a Benefit Cost Analysis (BCA), in lieu of DEM staff, in order to greatly enhance the County’s chances of securing the grant, reduce coordination efforts with DEM staff, and reduce the time to receive the approved contract.
- BCA** - The Grantee must demonstrate (that the project is cost effective) by documenting that the project...will not cost more than the anticipated value of the reduction in both direct damages and subsequent negative impacts to the area if future disasters were to occur.
3. This proposal does not include fees associated with acquisition procedures such as securing appraisals, review title company activities, or preparing determination of compensation and offer to sell real estate property. It is assumed that Columbia County will perform these services in-house.

The above described services will be performed for a fixed “not-to-exceed” fee basis. Reimbursable expenses incurred in connection with the above described work will be included in the above quoted fee. ***Note that the fee amount specified above is partially reimbursable. Grant management services including pre-award costs are reimbursable the County at a 75% Federal share upon State and Federal approval.***



APPLICATION COMPLETION AND SUBMITTAL SERVICES – PROJECT NO. 1
FEE: \$11,265.00

Proposed Application Services are evaluated and assessed on a “per project” basis. A request form must be submitted with application and must be approved by State and FEMA. If the project is not approved, pre-award costs will be solely the responsibility of the applicant.

The pre-award phase of this grant process includes all activities necessary for selecting applications, including and awarding new grants.

The Consultant (North Florida Professional Services, Inc.) shall provide the following engineering services enumerated below:

1. Coordinate with Columbia County and FEMA staff to Columbia County and FEMA staff to obtain the following information required for the HMGP "general" application, following information required but not limited to:
 - Applicant Type
 - State Legislative / Congressional District(s) / House / Senate
 - Federal Tax Identification Number
 - Federal Information Processing Standards (FIPS) Code
 - National Flood Insurance Program (NFIP) Community Identification Number National Flood Insurance Number
 - Hazards to be mitigated / level of protection
 - Scope of work
 - Structures affected by flooding
 - Project cost estimate
 - Project milestones / schedule of work
 - Environmental review required documentation
 - LMS Support Letter
2. Prepare and submit the HMGP Pre-Award Cost Request Form to DE Award Cost Request Form to assist with funding the engineering fees incurred to prepare the HMGP application package.
3. Prepare and submit to the County for review and approval to the County HMGP and approval after application package to include all of the following information application package to include a
 - HMGP Application HMGP Application
 - Flood-Drainage Improvements Worksheets
 - Benefit Cost Analysis (BCA)
 - Supporting Figures and Exhibits



Hazard Mitigation Grant Program Proposal
 For Application & Administration
Prepared by North Florida Professional Services, Inc.

- Budget / Costs Estimate, including benefit / cost ratio and fee schedule
4. Address any review comments associated with the County’s technical review of the “draft” FEMA HMGP application
 5. Prepare and submit a signed copy of the “final” FEMA HMGP application package as well as a digital copy for filing purposes.
 6. Prepare and submit the “final” FEMA
 7. Coordinate with DEM representatives during the review of the HMGP application and address the Request for Information (RFI) comments from DEM. As part of DEM's technical review process, the Consultant will coordinate with County staff to update and/or provide revised cost estimates or the benefit / cost ratio as necessary to incorporate any changes to address DEM's review comments.
 8. Address the following required information in order to satisfy the environmental review criteria:
 - Purpose and need for project – will problem be mitigated?
 - Detailed project description
 - Project area maps (topographic and street)
 - Photographs of structures / project area
 - Alternatives actions (description, impacts, and estimated costs)
 - Environmental justice determination
 - Regulatory agency concurrence documents, if already obtained
 9. Address the following required information in order to satisfy the tribal consultation requirements:
 - Current and future land use of project location
 - Detailed information on known structures for project location
 - Exhibit depicting horizontal limits and depicting horizontal limits of potential disturbance
 10. Perform an analysis of Alternative Actions, including:
 - Project description for the alternative
 - Project location of the alternative
 - Scope of work for alternative project



GRANT ADMINISTRATION SERVICES – PROJECT NO. 1
FEE: \$11,010.00

Grant Management Services fee is evaluated and assessed on a “per project” basis.

The anticipated project management/grant administration services to be provided by North Florida Professional Services, Inc. related to proposed projects under the Hazard Mitigation Grant Program include, but are not limited to, the following:

- **Coordinate with the County engineer** regarding specifics related to the engineering design envisioned as part of the project.
- **Coordinate with County staff (Engineering Department, County Attorney’s Office and Grants Department)** regarding coordination with affected projects.
- **Address DE requests of specific projects** including follow-up coordination with jurisdictional agencies (i.e., SRWMD, USACE, FDOT, FDEP, etc.).
- **Assist the County with the review of the project** the course of the project.
- **Coordinate with the County engineer** regarding quarterly project status.
- **Coordinate with County staff regarding paid invoices, cancelled checks and supporting documentation.**
- **Prepare and submit quarterly reports to DEM** during the course of the project.
- **Conduct one meeting with DEM Staff** through the Period of Performance.
- **Prepare and submit Reimbursement Requests to DEM.**
- **Assist the County engineer with any necessary coordination with State agencies in charge of providing permits or “no permit required” documents.**
- **Assist the County with bidding services, including the review of proposals, construction solicitations, etc.**
- **Prepare and participate in a kick-off meeting with the construction contractors** discuss several specific grant requirements that must be followed during construction in order not to jeopardize funding.



Hazard Mitigation Grant Program Proposal
For Application & Administration

Prepared by North Florida Professional Services, Inc.

- Coordinate with County engineer regarding the required deliverables and review the documentation provided for accuracy prior to submittal to DEM
- Prepare and submit close-out documentation packages to DEM for final inspection.
- Address DE requests for information of the project deliverables, including engineering, environmental and engineering, environmental and requests.
- Submit all Work Products electronically to County and DEM
- Prepare Status Reports via Monthly Progress Reports

The above described services will be performed for a fixed “not-to-exceed” fee basis. Reimbursable expenses incurred in connection with the above described work will be included in the above quoted fee. **Note that the fee amount specified above is partially reimbursable. Grant management services including pre-award costs are reimbursable the County at a 75% Federal share upon State and Federal approval.**

We look forward to the opportunity to continue serving Columbia County on these important assignments which will provide much needed relief to many affected County residents.



NE GILBERT COURT/NE CHESHIRE LANE/ CR 252 JOINT HMGP PROJECT



PRE-APPLICATION & POST APPLICATION SERVICES – PROJECT NO. 2

FEE: \$3,490.00

Pre-Application & Post Application Services are evaluated and assessed on a “per project” basis. A request form must be submitted with application and must be approved by State and FEMA. If the project is not approved, pre-award costs will be solely the responsibility of the applicant.

The following conditions and assumptions are noted as qualifications to this proposal. If requested, NFPS will perform the following tasks:

- Prepare any necessary requests for advance of funds.
 - Prepare and **submit quarterly reports** to DEM during the duration of the contract.
 - Prepare requests for funding from **the County to the Title Company**.
 - Prepare and **submit reimbursement request to DEM during the duration** of the contract.
4. It should be noted that this proposal includes performing a Benefit Cost Analysis (BCA), in lieu of DEM staff, in order to greatly enhance the County’s chances of securing the grant, reduce coordination efforts with DEM staff, and reduce the time to receive the approved contract.

BCA - The Grantee must demonstrate (that the project is cost effective) by documenting that the project...will not cost more than the anticipated value of the reduction in both direct damages and subsequent negative impacts to the area if future disasters were to occur.

5. This proposal does not include fees associated with acquisition procedures such as securing appraisals, review title company activities, or preparing determination of compensation and offer to sell real estate property. It is assumed that Columbia County will perform these services in-house.

The above described services will be performed for a fixed “not-to-exceed” fee basis. Reimbursable expenses incurred in connection with the above described work will be included in the above quoted fee. ***Note that the fee amount specified above is partially reimbursable. Grant management services including pre-award costs are reimbursable the County at a 75% Federal share upon State and Federal approval.***



APPLICATION COMPLETION AND SUBMITTAL SERVICES – PROJECT NO. 2
FEE: \$11,725.00

Proposed Application Services are evaluated and assessed on a “per project” basis. A request form must be submitted with application and must be approved by State and FEMA. If the project is not approved, pre-award costs will be solely the responsibility of the applicant.

The pre-award phase of this grant process includes all activities necessary for selecting applications, including and awarding new grants.

The Consultant (North Florida Professional Services, Inc.) shall provide the following engineering services enumerated below:

15. Coordinate with Columbia County and FEMA staff to Columbia County and FEMA staff to obtain the following information required for the HMGP "general" application, following information required but not limited to:
 - Applicant Type
 - State Legislative / Congressional District(s) / House / Senate
 - Federal Tax Identification Number
 - Federal Information Processing Standards (FIPS) Code
 - National Flood Insurance Program (NFIP) Community Identification Number National Flood Insurance Number
 - Hazards to be mitigated / level of protection
 - Scope of work
 - Structures affected by flooding
 - Project cost estimate
 - Project milestones / schedule of work
 - Environmental review required documentation
 - LMS Support Letter
16. Prepare and submit the HMGP Pre-Award Cost Request Form to DE Award Cost Request Form to assist with funding the engineering fees incurred to prepare the HMGP application package.
17. Prepare and submit to the County for review and approval to the County HMGP and approval of FEMA application package to include all of the following information application package to include all of the following information
 - HMGP Application HMGP Application
 - Flood-Drainage Improvements Worksheets
 - Benefit Cost Analysis (BCA)
 - Supporting Figures and Exhibits



Hazard Mitigation Grant Program Proposal
For Application & Administration
Prepared by North Florida Professional Services, Inc.

- Budget / Costs Estimate, including labor and fees
18. Address any review comments associated with the County’s technical review of the “draft” FEMA HMGP application
 19. Prepare and submit a signed copy of the “final” FEMA HMGP package as well as a digital copy for filing purposes.
 20. Prepare and submit the “final” FEMA
 21. Coordinate with DEM representatives during the review of the HMGP application and address the Request for Information (RFI) comments from DEM. As part of DEM's technical review process, the Consultant will coordinate with County staff to update and/or provide revised cost estimates or the benefit / cost ratio as necessary to incorporate any changes to address DEM's review comments.
 22. Address the following required information in order to satisfy the environmental review criteria:
 - Purpose and need for project – will problem be mitigated?
 - Detailed project description
 - Project area maps (topographic and street)
 - Photographs of structures / project area
 - Alternatives actions (description, impacts, and estimated costs)
 - Environmental justice determination
 - Regulatory agency concurrence documents, if already obtained
 23. Address the following required information in order to satisfy the tribal consultation requirements:
 - Current and future land use of project location
 - Detailed information on known sites or structures for project location
 - Exhibit depicting horizontal limits and depicting horizontal limits of disturbance
 24. Perform an analysis of Alternative Actions, including:
 - Project description for the alternative
 - Project location of the alternative
 - Scope of work for alternative project



GRANT ADMINISTRATION SERVICES – PROJECT NO. 2
FEE: \$13,165.00

Grant Management Services fee is evaluated and assessed on a “per project” basis.

The anticipated project management/grant administration services to be provided by North Florida Professional Services, Inc. related to proposed projects under the Hazard Mitigation Grant Program include, but are not limited to, the following:

- **Coordinate with the County engineer** regarding specifics related to the engineering design envisioned as part of the project.
- **Coordinate with County staff (Engineering Department, County Attorney’s Office and Grants Department)** regarding coordination with affected projects.
- **Address DE requests** including follow-up coordination with jurisdictional agencies (i.e., SRWMD, USACE, FDOT, FDEP, etc.).
- **Assist the County** with the review of the project throughout the course of the project.
- **Coordinate with the County engineer** regarding quarterly project status.
- **Coordinate with County staff** regarding paid invoices, cancelled checks and supporting documentation.
- **Prepare and submit quarterly reports** to DEM during the course of the project.
- **Conduct one meeting** with DEM Staff through the Period of Performance.
- **Prepare and submit Reimbursement Requests** to DEM.
- **Assist the County engineer** with any necessary coordination with State agencies in charge of providing permits or “no permit required” permits.
- **Assist the County** with bidding services, including the review of construction solicitations, etc.



Hazard Mitigation Grant Program Proposal
For Application & Administration
Prepared by North Florida Professional Services, Inc.

- Prepare and participate in a kick-off meeting with the construction contractors to discuss several specific grant requirements that must be followed during construction in order not to jeopardize funding reimbursement by FEMA.
- Coordinate with County engineer regarding the required deliverables and review the documentation provided for accuracy prior to submittal to DEM.
- Prepare and submit close-out documentation packages to DEM including requests for final inspection.
- Address DEM's request(s) for information consequently to the submittal of the project deliverables, including engineering, environmental and administrative requests.
- Submit all Work Products electronically to Columbia County and DEM.
- Prepare Status Reports via Monthly Invoices (Project Administration).

The above described services will be performed for a fixed "not-to-exceed" fee basis. Reimbursable expenses incurred in connection with the above described work will be included in the above quoted fee. ***Note that the fee amount specified above is partially reimbursable. Grant management services including pre-award costs are reimbursable the County at a 75% Federal share upon State and Federal approval.***

We look forward to the opportunity to continue serving Columbia County on these important assignments which will provide much needed relief to many affected County residents.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gregory G. Bailey".

Gregory G. Bailey
President



SUMMARY OF PROPOSED COSTS FOR SERVICES

The described services will be performed for a fixed “not-to-exceed” fee basis. Reimbursable expenses incurred in connection with the above described work will be included in the above quoted fee. ***Note that the fee amount specified above is partially reimbursable. Grant management services including pre-award costs are reimbursable the County at a 75% Federal share upon State and Federal approval.***

| Project 1 - Upchurch/Troy Land Acquisition Project | NFPS Fee | Federal Share 75% | Local Share 25% |
|---|--------------------|--------------------------|------------------------|
| Pre-Application | \$3,225.00 | \$2,418.75 | \$806.25 |
| Application Preparation Application | \$14,265.00 | \$8,448.75 | \$2,816.25 |
| Project Management Project Management | \$1,010.00 | \$8,257.50 | \$2,752.5 |
| Total | \$25,500.00 | \$19,125.00 | \$6,375.00 |

| Task 2 - Gilbert/Cheshire Land Acquisition Project | NFPS Fee | Federal Share 75% | Local Share 25% |
|---|---------------------|--------------------------|------------------------|
| Pre-Application | \$3,490.00 | \$2,617.50 | \$872.50 |
| Application Preparation Application | \$14,725.00 | \$8,793.75 | \$2,931.25 |
| Project Management Project Management | \$1,165.00 | \$9,873.75 | \$3,291.25 |
| Total | \$ 28,380.00 | \$ 21,285.00 | \$ 7,095.00 |
| Grand Total | \$ 53,880.00 | \$ 40,410.00 | \$ 13,470.00 |



GRANT REFERENCES

Hamilton County Continuing Professional Services

Louie Goodin, County Coordinator Louie Goodin, County Coordinator

hamiltoncounty@windstream.net

386-792-6639

Dixie County Continuing Professional Services

Tim Alexa Tim Alexander

tim.alexander@dixieemergency.com

(352) 498-1426 (352) 498-1426

Town of Fort White Continuing Professional Services

Demetric Jackson, Mayor Demetric Jackson, Mayor Demetric Jackson

townofftwhite@windstream.net

(386) 497-2321 (386) 497-2321

Suwannee County Continuing Professional Services

Randy Harris, County Administrator

randysuwpw@windstream.net

(386) 362-3992 (386) 362-3992

Baker County Grant Services Contract

Kennie Downing Kennie Downing

kennie.downing@bakercountyfl.org

904-259-3613



PROPOSAL CONTACTS PROPOSAL CONTACTS

North Florid Professional Services, Inc. North Florid Professional Servi
PO Box 3823, Lake City, FL 32055

Physical Address: Physical Address:
1450 SW State Road 47, Lake City, FL 32025

(386) 752-4675 Ph ~~((386) 752-4675 Fax~~ (386) 752-4674 Fax (386) 7

Gregory G. Bailey, PE
PRESIDENT
GBailey@nfps.net
(386)397-3627

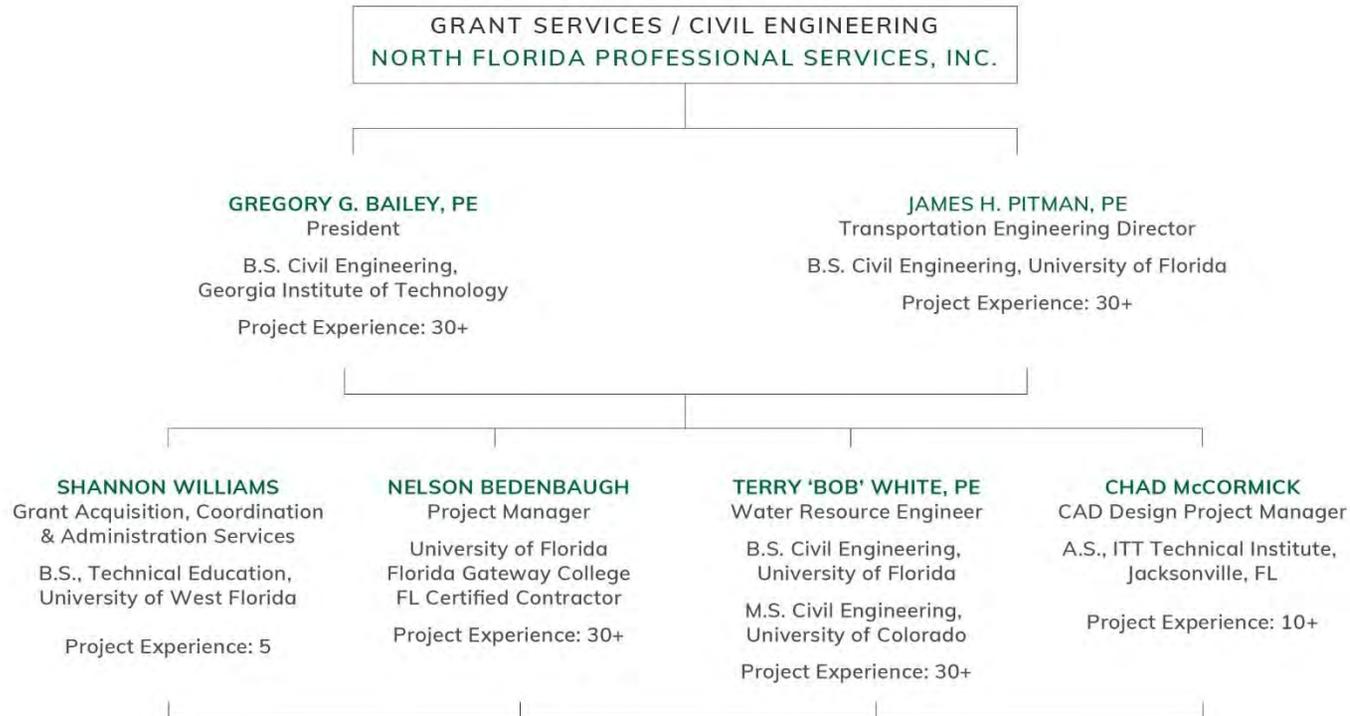
Gregory G. Williams, PE
GRANT CO GRANT COORDINATOR
SWilliams@nfps.net
(386) 292-1410 (386) 292-1410



TEAM ORGANIZATIONAL STRUCTURE



VAL ST



WE ARE HERE FOR YOU!

We have selected the team outlined in this proposal as the key personnel for Columbia County, which will be dedicated to these projects from start to end. Should the need arise, we have support staff available to meet any demanding deadlines.

Our team has the capacity to begin work on Columbia's projects immediately and NFPS has the staff available that will make the County a priority.

**Columbia County, Florida
Hurricane Irma (DR-4337), Hazard Mitigation Grant Program (HMGP), Grant
Application Development
September 2017**

Scope of Professional Services

PROJECT BACKGROUND

The State of Florida received a Presidential Disaster Declaration (DR-4337-FL) on September 10, 2017 following Hurricane Irma. As such, Hazard Mitigation Grant Program (HMGP) funding will be made available to Florida communities. HMGP provides funding for technically feasible, cost-effective mitigation activities that reduce or eliminate risk to people and property from natural hazard impacts. The Florida Division of Emergency Management (FDEM) will publish a Notice of Funding Availability (NOFA) shortly after 90 days from September 10, 2017; sometime mid-December. The NOFA will provide an application deadline and estimate of available HMGP funds, which is based on the total Federal assistance to be provided by the Federal Emergency Management Agency (FEMA).

Arcadis is pleased to present Columbia County with a scope and fee proposal to conduct community outreach and to identify and develop applications for two potential projects for submittal under the HMGP program. Project identification will be based on several factors, including: eligibility; technical feasibility; a benefit-cost analysis; conformance with the Columbia County Local Mitigation Strategy; and the availability of funding. Arcadis will develop the project applications in accordance with all FEMA regulations and guidance. Elements of the applications to be developed include: general applicant information; project description, scope of work, level of protection; budget and schedule; environmental and historic preservation; benefit-cost analysis, and drafting of all required sub applicant forms. In addition, Arcadis will work with the County to identify opportunities to address the local match requirement through in-kind services and/or alternate funding sources. At the request of the County, Arcadis will prepare additional FEMA HMA grant applications or assess alternate funding sources (i.e. CDBG) to address the local match requirement.

This proposal reflects requirements in implementing the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the Code of Federal Regulations, and the Fiscal Year 2015 Hazard Mitigation Guidance.

SCOPE OF WORK

Task 1 – Grant Application Development

Arcadis will lead Columbia County's grant application development and submittal to FDEM. This task includes the following components:

1.1 Kick-Off and Applicant Outreach: Arcadis will conduct one kick-off meeting with Columbia County staff to review the project approach and schedule. Arcadis will also conduct one public

workshop to educate attendees about property-based mitigation options and the HMGP program in general. Arcadis will support Columbia County in advertising for the public workshop, including providing templates for newspaper and website postings. Arcadis will provide abbreviated application packages to potential sub-applicants to facilitate collection of documentation.

1.2 Preliminary Eligibility Determination: Arcadis will review completed abbreviated application packages from interested property owners to establish and verify property-owner eligibility. Eligibility is verified and documented in accordance with 44 Code of Federal Regulations and applicable guidance.

1.3 Feasibility Assessment: Arcadis will conduct site assessments to gather photographs, measurements, and a general understanding of property configurations, surroundings, and structural integrity. Arcadis will evaluate mitigation alternatives in accordance with County priorities and those set forward in the local mitigation strategy.

1.4 Project Scoping, Cost Estimating: Arcadis will develop cost estimates, scope narratives, and schedules for each property. The scope of work will narrate the need for the project and ensure that project implementation will adhere to ASCE 24-05, Florida Building Code, and local requirements. Cost estimates will be developed in accordance with cost-estimating guidelines presented in FEMA's Hazard Mitigation Assistance Guidance.

1.5 Benefit-Cost Analysis: Arcadis will conduct a benefit-cost analysis (BCA) using FEMA's BCA Toolkit Version 5.3.0 unless a newer system is issued, in which case the newer system will be utilized. The BCA will use FEMA-approved methodologies, and follow the Office of Management and Budget guidance (Circular No. A-94) to ensure that grant applications are cost-effective.

1.6 Environmental and Historic Preservation Compliance: Arcadis will conduct a full review of each property for Environmental and Historic Preservation (EHP) requirements as it pertains to 44 CFR Part 10 to demonstrate that the proposed project avoids or minimizes harm to the environment. Arcadis will review each property for the presence of wetlands, water bodies, and endangered species within the anticipated area of ground disturbance. In addition, Arcadis will coordinate with State agencies such as the State Historic Preservation Office, U.S Army Corps of Engineers, and the Florida Department of Transportation, as required for each mitigation project.

1.7 County Coordination: Arcadis will provide weekly updates to Columbia County on grant application status, as requested, and coordinate with the County on required signatures for the application. At a minimum, the County must complete and sign the following paperwork:

- Pre-Award Cost Request Form
- FF-112-0-2, Budget Information Construction Programs
- FF-112-0-3, Summary Sheet for Assurances and Certifications
- FF-112-0-3A, Assurances – Non-construction Programs
- FF-112-0-3B, Assurances – Construction Programs

- FF-112-0-3C, Certifications Regarding Lobbying, Debarment, Suspension and Other

1.8 Application Submittal: Arcadis will compile all necessary documentation to submit a full HMGP application, including BCA, to FDEM and FEMA.

Task 1 Deliverables: Two complete and eligible HMGP applications; benefit-cost analysis with supporting documentation; one Request for Information (RFI) response per grant application

PROJECT SCHEDULE

Arcadis shall use reasonable efforts to complete its work by: December 31, 2018.

| Task | Duration |
|--------------------------------------|-----------------|
| Task 1 Grant Application Development | 12 months |

COMPENSATION TO ARCADIS

The scope of services set forth herein shall be completed for a fee not to exceed of \$43,000.00. For services included within this Work Authorization, the Client shall pay Arcadis on the basis of standard hourly rates provided in Table 1 for technical work actually performed. Table 2 summarizes costs by scope of services, and Table 3 provides a detailed budget per grant application.

Table 1. Rate Schedule

| Title | Hourly Rate |
|--|--------------------|
| Director | \$280 |
| Principal Consultant/Engineer/Scientist II | \$230 |
| Principal Consultant/Engineer/Scientist I | \$200 |
| Senior Consultant III | \$180 |
| Senior Consultant II | \$170 |
| Senior Consultant I | \$150 |
| Consultant III | \$130 |
| Consultant II | \$120 |
| Consultant I/Analyst | \$110 |
| Clerical/Accounting | \$100 |
| Project Assistant | \$75 |

Table 2. Estimated Cost by Scope of Services

| Description | Amount (\$) |
|---|--------------------|
| FEMA HMGP Grant Application Development (2 Applications – Detailed Budget Provided below) | \$43,000 |
| Additional FEMA HMA Grant Application(s) and Alternate Funding Sources | As requested |
| Total | \$43,000 |

Table 3. FEMA HMGP Grant Application Development - Detailed Budget Per Application

| Description | Amount (\$) |
|---|-----------------|
| General Applicant Information (1.1 Kick-off and Applicant Outreach) | \$1,000 |
| Project Description, Scope of Work, and Protection Provided (1.2 Eligibility Determination and 1.4 Project Scoping) | \$4,250 |
| Project Location and Mapping (1.3 Feasibility Assessment) | \$2,750 |
| Project Budget and Schedule (1.4 Cost Estimating) | \$3,000 |
| Benefit-Cost Analysis (BCA) and Methodology (1.5 BCA) | \$4,000 |
| Environmental Review and Historic Preservation (EHP) Compliance (1.6 EHP Compliance) | \$3,000 |
| Required Forms and Signatures (1.7 County Coordination) | \$1,000 |
| QAQC, Revisions, and Final Submittal (1.8 Applicant Submittal) | \$2,500 |
| Total | \$21,500 |

The established fee, associated with the services outlined in this Work Authorization, is due and payable to Arcadis within 30 (thirty) days of invoice and may not be withheld in dispute of fees or services not contained in this Work Authorization. If the County disputes any or all of the established fee associated with this Work Authorization, County shall, within 30 (thirty) days of invoice, pay the balance of the undisputed amount and provide written notice to Arcadis of such dispute of remainder.

End of Scope of Services

**Work Authorization for
Columbia County, Florida
Hurricane Irma (DR-4337), Hazard Mitigation Grant Program (HMGP), Grant
Application Development
September 2017**

This Work Authorization constitutes a Project Agreement, between Columbia County and Arcadis US, Inc. Arcadis will perform the Scope of Work described herein for Hurricane Irma HMGP grant application development.

Execution

This Work Authorization for Hurricane Irma HMGP grant application development shall be executed upon signed approval and acceptance below:

APPROVED BY:
Columbia County, FL

Signature

Date

Printed Name

Title

ACCEPTED BY:
Arcadis US, INC.

Signature

Date

Printed Name

Title



20

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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

Today's Date: November 29, 2017 Meeting Date: December 7, 2017

Name: David Kraus Department: FRDAP Grant

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

The Landscaping and Parks Department constructed the improvements to the Westside Community Center Park under budget. The Department requests to use the remaining balance of the Grant for landscaping and sidewalks to the new amenities. FDEP has agreed to the work plan modification for landscaping and sidewalks and issued contract Amendment Number 1. This will have no budgetary impact.

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? [X] N/A [] Yes Account No. [] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only:

[X] Consent Item [] Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

DATE: November 29, 2017

TO: Columbia County Board of County Commissioners

FR: David Kraus, Risk manager 

RE: Westside Community Center Park FRDAP Grant Modification

Under the Florida Recreation Development Assistance Program (FRDAP), Columbia County received \$50,000 from the Florida Department of Environmental Protection (FDEP) for a basketball court and picnic pavilion at the Westside Community Center Park. The County's Landscaping and Parks Department completed the construction of these amenities under budget.

The original scope of work only included the construction of the basketball court and the picnic pavilion with picnic tables. Because the project came in under budget, we requested FDEP to modify the grant to include "landscaping with ADA compliant sidewalks". Landscaping with ADA sidewalks are a critical component to making these new facilities complete and useable by the community. This modification will not increase the grant amount and the Department will complete the work within the \$50,000 originally appropriated.

Staff is requesting for the Columbia County Board of County Commissioners approve and execute DEP Contract A7114, Amendment Number One, Columbia County Westside Community Center to revise the project work plan to include landscaping with ADA compliant sidewalks to the approved project tasks.



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

November 28, 2017

Mr. David Kraus
Safety Manager
Columbia County
263 NW Lake City Avenue
Lake City, FL 32055

**Re: Westside Community Center
FRDAP Project No. A17114**

Dear Mr. Kraus:

Attached is an original amendment to revise the work plan for this project. If you find this document to be in order, please print two (2) original amendments (**color - single side**), sign and date both, as appropriate and return the originals to the address below within five (5) working days following completion of your internal review. Once signed by the Department, an original will be returned to you for your records.

Angela Bright
Land and Recreation Grants Section
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS #585
Tallahassee, FL 32399-3000

If you have any questions, please contact our office at (850) 245-2501. Your immediate attention to this matter is appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Angela Bright".

Angela Bright
Community Assistance Consultant
Office of Operations
Land and Recreation Grants Section

Attachment (1)

**DEP CONTRACT NO. A7114
AMENDMENT NO. 1
COLUMBIA COUNTY
WESTSIDE COMMUNITY CENTER**

THIS AGREEMENT as entered into on February 27, 2017, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the “DEPARTMENT”) and **COLUMBIA COUNTY** (hereinafter referred to as the “GRANTEE”) is hereby amended.

WHEREAS, Grantee made written request to modify the Grant Agreement’s Attachment-A, Project Work Plan, to include “landscaping with ADA compliant sidewalks” to Task 2, 2.A., approved project tasks.

NOW THEREFORE, in consideration of the foregoing Recitals, the Agreement, and Amendments thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. **Recitals:** The Recitals set forth hereinabove are true and correct and are incorporated herein by reference.

The Agreement is hereby amended as follows:

1. Attachment A, Project Work Plan, from the original Agreement is hereby deleted in its entirety and replaced, with Attachment A-1, Revised Project Work Plan, annexed to this Amendment. From and after the date of this Amendment, all references to the Project Work Plan shall mean Attachment A-1, attached hereto and incorporated herein.
2. Attachment A-1, Revised Project Work Plan, is hereby revised to include “landscaping with ADA compliant sidewalks” to Task 2, 2.A., approved project tasks.

In all other respects, the Agreement of which this is an Amendment, and Attachments relative thereto, shall remain in full force and effect and are hereby ratified, approved and confirmed by the DEPARTMENT and the GRANTEE, as of the date of this Amendment.

In the event of a conflict between this Amendment and the Agreement, incorporating by reference any and all previous Amendments (as applicable), this Amendment shall control.

It is understood and agreed by the DEPARTMENT and the GRANTEE that this Amendment is binding upon the DEPARTMENT and GRANTEE and their successors and assigns.

This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same amendment.

WHEREFORE, the Parties have caused this Amendment to be duly executed the day and year last written below.

COLUMBIA COUNTY

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

By: _____

Title: _____

Date: _____

Date: _____

FEID Number: 59-6000564

Approved as to form and legality:

Angela Desmond 11/20/2017
DEP Attorney

*For amendment with governmental boards/commissions: If someone other than the Chairman signs this amendment, a resolution, statement, or other document authorizing that person to sign on behalf of the Grantee must accompany this amendment.

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS FIRST AMENDMENT:

| <u>Specify Type</u> | <u>Letter/Number</u> | <u>Description</u> |
|---------------------|----------------------|---------------------------------------|
| Attachment | A-1 | Revised Project Work Plan – (3 pages) |

ATTACHMENT A-1
REVISED - PROJECT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
Project Name: Westside Community Center
Grantee Name: Columbia County
FRDAP Project # A17114

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as identified in the Project Work Plan resulting in a change in the total point score of Grantee’s Application as it appears on the Recommended Application Priority List for FY2016-17 is considered a significant change and must be pre-approved by the Department and requires a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and including but not limited to: local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a “Notice to Commence” to the Grantee, as specified in Paragraph 1 of the Agreement, the Department must receive evidence of and have approved all Deliverables in Task 1.¹

The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. Department shall retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (30) days of the Project designated complete by the Department.

For the purpose of this Agreement, the terms “Project Element” and “Project Task” are used interchangeably to mean an identified facility within the Project.

The Project is located at 431 SW Birley Avenue, Lake City, FL 32055 and is considered a “Small Project” pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Required match will be provided by cash, in-kind service costs, and/or land value. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the “Notice to Commence”. All final Project Costs shall be submitted to the Department with the payment request.

| | |
|---------------------------------------|--------------------|
| Maximum Grant Award Amount: | \$50,000.00 |
| Required Grantee Match Amount: | \$0 |
| Total Estimated Project Cost: | \$50,000.00 |
| Match Ratio: | 0 % |

| Scope of Work/Tasks | Deliverables | Due Date | Financial Consequences |
|---|--|---|---|
| TASK 1
1. Development of Commencement Documentation Checklist (DRP-107), which includes:
<ul style="list-style-type: none"> A professional site plan; | DELIVERABLE 1
The Department will issue “Notice to Commence” upon receipt and approval of: | 180 calendar days after Execution of Agreement ² | The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department. |

| | | | |
|--|---|--|---|
| <ul style="list-style-type: none"> • Commencement Certification (DRP-108); • A boundary survey; • Results of title search or the opinion prepared by the member of the Florida Bar Association or Licensed title insurer; and • A Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s) <p>If the Grantee will use land as match, the appropriate documentation will be required as specified in the Commencement Documentation Checklist (DRP-107), and will be required prior to commencement.</p> | <p>1.A. All applicable Project specific Commencement documentation, listed on Commencement Documentation Checklist (DRP-107)</p> <p>1.B. Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s)</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> | | |
| <p>TASK 2</p> <p>2.A. Development of Primary Project Element, which includes:
Development of new basketball court, new picnic pavilion, and landscaping (to include ADA compliant sidewalks).</p> <p>2.B. Development of Completion of Documentation Checklist (DRP-111), which includes: Project Completion Certification (DRP-112)</p> <ul style="list-style-type: none"> • Final “As-Built” site plan • Florida Park Inventory Form • Project Photographs • Notice of Limitation of Use/Site Dedication (DRP-113) | <p>DELIVERABLE 2</p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p>2.B. Final Status Report</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.</p> | <p>Due April 30, 2019, which shall also be the Project completion date³</p> | <p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.</p> |

Project Task Performance Standard: The Department’s Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department’s Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **payment request** on Payment Request Summary Form (DRP-115) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

Endnotes:

1. FRDAP documentation is available at http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.



21

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

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

Today's Date: November 28, 2017 Meeting Date: December 7, 2017

Name: David Kraus Department: Legislative Appropriation

Division Manager's Signature: *Ben Scott*

1. Nature and purpose of agenda item:

The 2017 Legislature appropriated \$150,000 for the Rum Island Park restroom construction project. DEP is administering this appropriation and is requiring a Resolution authorizing the County to enter into a contract agreement for the grant funds.

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

2. Fiscal impact on current budget.

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

Budget Amendment Number: _____ Fund: _____

FROM: _____ TO: _____ AMOUNT: _____

For Use of County Manger Only:

Consent Item Discussion Item



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

DATE: November 28, 2017

TO: Columbia County Board of County Commissioners

FR: David Kraus, Risk manager 

RE: Legislative Appropriation for Rum Island Restrooms

The 2017 Florida Legislature appropriated \$150,000 into a legislative line item grant for the Columbia County Rum Island Construction Project. The State administers this grant through the Florida Department of Environmental Protection (FDEP) as a cost reimbursement grant. County staff is working with FDEP to prepare a project agreement. While the Board of County Commissioners approved this project, the FDEP requires a Resolution of the Board that gives the County authority to enter into a contract for this legislative line item.

We request that the Columbia County Board of County Commissioners adopt Resolution 2017R-54 that authorizes the County to enter into a contract agreement for the 2017 Rum Island Park Legislative Line Item Grant.

RESOLUTION NUMBER 2017R-54

A RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO A CONTRACT AGREEMENT FOR THE 2017 RUM ISLAND PARK LEGISLATIVE LINE ITEM GRANT AWARD

WHEREAS, the 2017 Florida Legislature appropriated \$150,000 for the Columbia County Rum Island Construction Project that will be administered as a cost reimbursement grant by the Florida department of Environmental Protection; and

WHEREAS, Columbia County owns Rum Island Park and the Board of County Commissioners would like to accept the legislative appropriation and enter into a contract with the state of Florida for the Rum Island park project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY that the County is authorized to enter into a contract agreement for the 2017 Rum Island Park Legislative Line Item grant award of \$150,000 for the Rum Island Park project.

Adopted this ___ day of _____ 2017.

**COLUMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS**

Ronald Williams, Chairman

ATTEST:

P. DeWitt Cason, Clerk