

BOARD OF COUNTY COMMISSIONERS

REGULAR MEETING

SCHOOL BOARD ADMINISTRATIVE COMPLEX

372 WEST DUVAL STREET

June 18, 2026 at 5:30 P.M.

AGENDA

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

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

Invocation (Commissioner Everett Phillips)

Pledge to U.S. Flag

Additions or Deletions

Approval of Agenda

Proclamations

Tim Murphy, District 5

- (1) Proclamation No. 2026P-23 - Amateur Radio Field Day (p.1)

Presentation of the Board Not Requiring Board Vote or Action

- (1) America 250 Update (p.3)

Public Hearings

Seth Lane, County Planner

- (1) Ordinance NO. 2026-07 - Amending Ordinance NO. 98-1, the Columbia County Land Development Regulations - District 4 (p.4)
- (2) Ordinance NO. 2026-06 - Amending Ordinance 91-6, The Columbia County Comprehensive Plan - District 4 (p.31)

Joel Foreman, County Attorney

- (3) Ordinance No. 2026-04 - Law Enforcement Municipal Service Taxing Unit (MSTU) (p.54)
- (4) Ordinance No. 2026-05 - Emergency Medical Services Municipal Service Taxing Unit (MSTU) (p.89)

Approval of Consent Agenda

Adoption of Consent Agenda

Discussion and Action Items

Kevin Kirby, Assistant County Manager

(1) 2026-A Animal Enforcement Kennel Construction (p.131)

(2) Gun Range Request (p.184)

David Kraus, County Manager

(3) Arctic Wolf Aurora Endpoint Antivirus Protection - \$25,850.20 (p.186)

(4) Lease Renewal for Guardian Ad Litem - \$45,976 (p.196)

(5) Agreement with North Florida Industrial Railroad, LLC. - \$2,000,000 (p.200)

(6) BA 26-38 Request by Clerk for Additional Funds - \$3,370 (p.237)

(7) Call of Public Hearing – Proposed Ordinance on Onsite Sewage Treatment and Disposal System Requirements as they Pertain to Building Permits (p.239)

Open Public Comments to the Board – 3 Minute Limit

Staff Comments

Updates from the County Manager

Commissioner Comments

Adjournment



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: 6/12/2026 Meeting Date: 6/18/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

Proclamation No. 2026P-23 - Amateur Radio Field Day

2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.

Proclamation 2026P-23

Amateur Radio Week

June 21 – 27, 2026

- Whereas,** Amateur radio operators are celebrating over a century of the miracle of the human voice broadcast over the airwaves; and
- Whereas,** Amateur radio has continued to provide a bridge between peoples, societies and countries by creating friendships and the sharing of ideas; and
- Whereas,** Amateur radio operators have also provided countless hours of community services both in emergencies and to other local organizations throughout these decades; and
- Whereas,** these Amateur radio services are provided wholly uncompensated; and
- Whereas,** the State also recognizes the services amateur radio's people also provide to our many Emergency Response organizations, including Fire, Rescue, Police, Sheriff and City and County Government; and
- Whereas,** these same individuals have further demonstrated their value in public assistance by providing free radio communications for local parades, bike-a-thons, walk-a-thons, fairs and other charitable public events; and
- Whereas,** the Florida county of Columbia recognizes and appreciates the diligence of these "hams" who also serve as weather spotters in the Skywarn program of the National Weather Service; and
- Whereas,** the ARRL is the national association for amateur radio in the USA; and
- Whereas,** the ARRL Amateur Radio Field Day exercise will take place on June 27-28, 2026 and is a 24-hour emergency preparedness exercise and demonstration of the radio amateurs' skills and readiness to provide self-supporting communications without further infrastructure being required;

Now, Therefore, The Board of County Commissioners does hereby officially recognize and designate June 21-27 as Amateur Radio Week in Columbia County.

ATTEST:

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

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

By: _____
Tim Murphy, Chairman



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 4/21/2026 Meeting Date: 6/18/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

America 250 Update

2. Recommended Motion/Action:

No Action

3. Fiscal impact on current budget.

This item has no effect on the current budget.



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: 6/2/2026 Meeting Date: 6/18/2026

Department: Zoning Department

1. Nature and purpose of agenda item:

Request to amend the zoning designation under the Land Development Regulations from Residential Single Family-2 (RSF 2) to Industrial, Light and Warehousing for a portion of parcel 17-4S-17-08410-000

Ordinance NO. 2026-07, amending Ordinance NO. 98-1, the Columbia County Land Development Regulations; pursuant to application Z260301, providing for changing the zoning of the described lands from Residential Single Family-2 (RSF-2) to Industrial, Light and Warehousing. The Columbia County Planning and Zoning Board approved the application via Resolution PZ/LPA Z260301.

2. Recommended Motion/Action:

Approve Ordinance 2026-07

3. Fiscal impact on current budget.

This item has no effect on the current budget.

ORDINANCE NO. 2026-07

AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 98-1, THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO AN AMENDMENT TO THE TEXT OF THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS PURSUANT TO APPLICATION Z260301 PROVIDING FOR THE CHANGING THE ZONING CLASSIFICATION FROM RESIDENTIAL SINGLE FAMILY-2 (RSF-2) TO INDUSTRIAL, LIGHT AND WAREHOUSING (ILW) OF LANDS DESCRIBED BELOW OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREAS OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

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

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

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

WHEREAS, the Board of County Commissioners held a public hearing, with public notice having been provided, pursuant to the procedures established in Sections 163.3161 to 163.3215, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

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

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

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

Section 1. Z260301, a petition by Nelson Bedenbaugh, agent for Forty Seven Properties Inc., requesting a zoning change from Residential Single Family-2 to Industrial, Light and Warehousing on the lands described as follows: A portion of Parcel #17-4S-17-08410-000 BEGIN AT THE NORTHWEST CORNER OF LOT 2, CAPITAL METAL SUBDIVISION, AS RECORDED THEREOF IN PLAT BOOK 9, PAGE 158, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY FLORIDA; THENCE RUN NORTH 53° 39' 05" EAST ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 369.97 FEET; THENCE NORTH 36° 17' 32" WEST DEPARTING SAID NORTHERLY LINE, A DISTANCE 123.29 FEET; THENCE RUN NORTH 53° 14' 33" EAST, A DISTANCE OF 160.36 FEET; THENCE RUN NORTH 36° 17' 32" WEST, A DISTANCE OF 50.39 FEET; THENCE RUN NORTH 01° 33' 16" WEST, A DISTANCE OF 194.71 FEET TO THE SOUTHEAST CORNER OF CERTAIN LANDS DESCRIBED IN ORB 878, PAGE 1566 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY FLORIDA; THENCE RUN SOUTH 88° 26' 44" WEST ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566, A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566; THENCE RUN NORTH 01° 33' 16" WEST ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566, A DISTANCE OF 24.00 FEET; THENCE SOUTH 87° 11' 28" WEST DEPARTING SAID WEST LINE, A DISTANCE 461.95 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF US 441/SR 41 AND THE WESTERLY LINE OF THE AFOREMENTIONED LANDS DESCRIBED IN ORB 1321, PAGE 1010; THENCE RUN SOUTH 36° 24' 03" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE 797.97 FEET TO THE POINT OF BEGINNING

Containing 7.313 acres more or less

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

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

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

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3215, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department

of Community Affairs or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance

is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Community Affairs, Division of Community Planning, Bureau of Local Planning, Plan Processing Team,

2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3215, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting,
by the Board of County Commissioners this 18th day of May 2026.

Attest:

BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA

James M. Swisher, Jr., County Clerk

Tim Murphy, Chairman

RESOLUTION NO. PZ/LPA Z260301

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF COLUMBIA COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF COLUMBIA COUNTY, FLORIDA, RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, APPROVAL OF AN AMENDMENT OF ONE-HUNDRED OR LESS ACRES OF LAND TO THE ZONING ATLAS OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION BY THE OWNER, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR REZONING PROPERTY FROM RESIDENTIAL SINGLE FAMILY-2 (RSF-2) TO INDUSTRIAL, LIGHT AND WAREHOUSING (ILW) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREAS OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

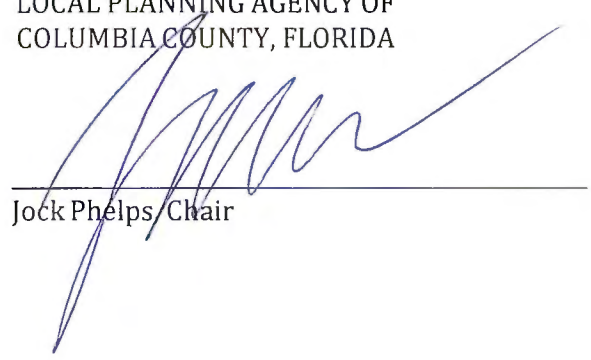
Section 1. Z260301, a petition by Nelson Bedenbaugh, agent for Forty Seven Properties Inc., requesting a zoning change from Residential Single Family-2 to Industrial, Light and Warehousing on the lands described as follows: A portion of Parcel #17-4S-17-08410-000 BEGIN AT THE NORTHWEST CORNER OF LOT 2, CAPITAL METAL SUBDIVISION, AS RECORDED THEREOF IN PLAT BOOK 9, PAGE 158, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY FLORIDA; THENCE RUN NORTH 53° 39' 05" EAST ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 369.97 FEET; THENCE NORTH 36° 17' 32" WEST DEPARTING SAID NORTHERLY LINE, A DISTANCE 123.29 FEET; THENCE RUN NORTH 53° 14' 33" EAST, A DISTANCE OF 160.36 FEET; THENCE RUN NORTH 36° 17' 32" WEST, A DISTANCE OF 50.39 FEET; THENCE RUN NORTH 01° 33' 16" WEST, A DISTANCE OF 194.71 FEET TO THE SOUTHEAST CORNER OF CERTAIN LANDS DESCRIBED IN ORB 878, PAGE 1566 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY FLORIDA; THENCE RUN SOUTH 88° 26' 44" WEST ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566, A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566; ;THENCE RUN NORTH 01° 33' 16" WEST ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566, A DISTANCE OF 24.00 FEET; THENCE SOUTH 87° 11' 28" WEST DEPARTING SAID WEST LINE, A DISTANCE 461.95 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF US 441/SR 41 AND THE WESTERLY LINE OF THE AFOREMENTIONED LANDS DESCRIBED IN ORB 1321, PAGE 1010; THENCE RUN SOUTH 36° 24' 03" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE 797.97 FEET TO THE POINT OF BEGINNING CONTAINING 7.313 ACRES MORE OR LESS, AND SUBJECT TO EASEMENTS, RIGHTS OF WAYS, AND RESTRICTIONS OF TITLE

RECOMMENDATION TO APPROVED PASSED AND DULY ADOPTED in session with a quorum present and voting, by the Planning and Zoning Board, serving also as the Local Planning Agency, this 23rd day of April 2026.

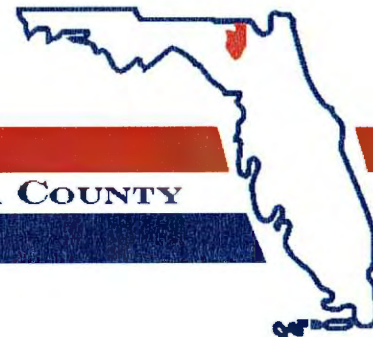
Attest:


Seth Lane, Secretary to the
Planning and Zoning Board

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


Jock Phelps, Chair

District No. 1 – Kevin Parnell
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 – Everett Phillips
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

April 24, 2026

VIA ELECTRONIC MAIL

Nelson Bedenbaugh, agent for Forty Seven Properties Inc.

Re: 17-4S-17-08410-000
S US Hwy 441
Lake City, FL. 32061

Your Future Land Use Map amendment request (CPA260301) and Zoning change request (Z260301) was approved by the Columbia County Planning and Zoning board on April 23, 2026. Due to having to honor the 30-day appeal window, the Ordinances to codify these changes will be presented before the Columbia County Board of County Commissioners at their June 18th meeting.

If you have any questions, please do not hesitate to contact me via email or telephone at clane@columbiacountyfla.com or (386) 754-7119.

Sincerely,

Seth Lane
Columbia County Planner

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

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100



Columbia County Gateway to Florida

74512
FOR PLANNING USE ONLY

Application # Z 260301

Application Fee \$1,850.00

Receipt No. 772296

Filing Date 12-11-2025

Completeness Date _____

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

A. PROJECT INFORMATION

1. Project Name: Forty Seven Properties
2. Address of Subject Property: US 441 South
3. Parcel ID Number(s): 17-4S-17-08410-000
4. Future Land Use Map Designation: Industrial (Proposed)
5. Existing Zoning Designation: RSF-2
6. Proposed Zoning Designation: Industrial, Light and Warehousing
7. Acreage: 7.313
8. Existing Use of Property: Pasture Land
9. Proposed use of Property: Industrial, Light and Warehousing

B. APPLICANT INFORMATION

1. Applicant Status ☐ Owner (title holder) ☒ Agent
2. Name of Applicant(s): Nelson Bedenbaugh Title: _____
Company name (if applicable): _____
Mailing Address: 637 SW Hillcrest St.
City: Lake City State: FL Zip: 32025
Telephone: (386) 867-1786 Fax: () Email: nbedenbaugh@outlook.com

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

3. If the applicant is agent for the property owner*.
Property Owner Name (title holder): Forty Seven Properties, Inc.
Mailing Address: 786 SE County Road 252
City: Lake City State: FL Zip: 32025
Telephone: (386) 397-6621 Fax: () Email: larry@capitalmetalsupply.com

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

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

C. ADDITIONAL INFORMATION

1. Is there any additional contract for the sale of, or options to purchase, the subject property?
If yes, list the names of all parties involved: None
If yes, is the contract/option contingent or absolute: ☐ Contingent ☒ Absolute
2. Has a previous application been made on all or part of the subject property:
Future Land Use Map Amendment: ☒ Yes ☐ No
Future Land Use Map Amendment Application No. CPA 0230
Site Specific Amendment to the Official Zoning Atlas (Rezoning): ☒ Yes ☐ No
Site Specific Amendment to the Official Zoning Atlas (Rezoning) Application No. Z 0584
Variance: ☒ Yes ☐ No
Variance Application No. V 0324 & 0325
Special Exception: ☐ Yes ☒ No
Special Exception Application No. SE

D. ATTACHMENT/SUBMITTAL REQUIREMENTS

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

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

NOTICE TO APPLICANT

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

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

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

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

A. Nelson Bedenbaugh

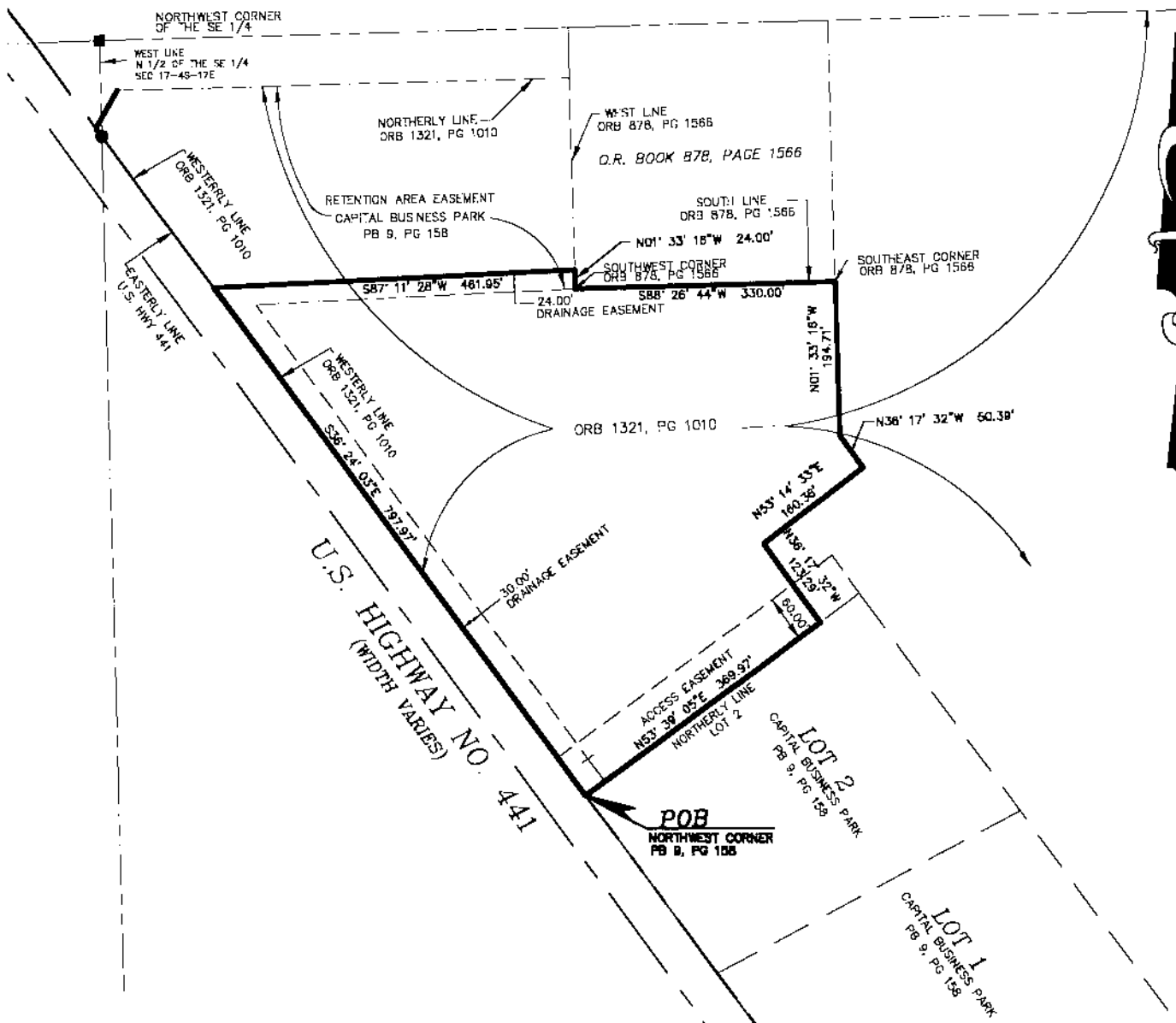
Applicant/Agent Name (Type or Print)

A. Nelson
Bedenbaugh 2025.12.09 18:
58:39-05'00'

Applicant/Agent Signature

Date

SKETCH OF DESCRIPTION

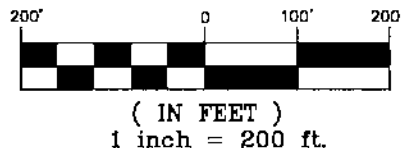


SURVEYOR'S NOTES

- This is not a survey.
- Bearings shown hereon are referenced to the Northerly line of Lot 2 being N53°39'05"E (Per Plot)

LEGEND

ORB	OFFICIAL RECORD BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
SEC 17-45-17E	SECTION 17 - TOWNSHIP 4 SOUTH - RANGE 17 EAST



AFFINE ENGINEERING AND SURVEYING, INC

CIVIL ENGINEERS

128 NW GREEN LANE, LAKE CITY, FL 32055

SURVEYORS

407-421-5534

CERTIFICATE OF AUTHORIZATION # LB 7828

DRAWN BY VM	CHECKED BY NB	SCALE	JOB #	SHEET	DRAWING #
DATE 10/23/25	DATE 10/27/25	1-200'	18002	2 OF 2	18002-04

SKETCH OF DESCRIPTION

THAT PORTION OF CERTAIN LANDS DESCRIBED IN ORB 1321, PAGE 1010 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, LYING IN THE NORTH 1/2 OF THE SE 1/4 OF SECTION 17 TOWNSHIP 4 SOUTH, RANGE 17 EAST, AND EAST OF U.S. HIGHWAY 441, COLUMBIA COUNTY FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

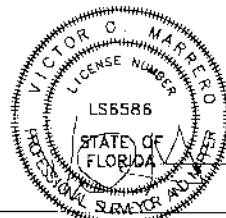
BEGIN AT THE NORTHWEST CORNER OF LOT 2, CAPITAL METAL SUBDIVISION, AS RECORDED THEREOF IN PLAT BOOK 9, PAGE 158, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY FLORIDA; THENCE RUN NORTH 53° 39' 05" EAST ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 369.97 FEET; THENCE NORTH 36° 17' 32" WEST DEPARTING SAID NORTHERLY LINE, A DISTANCE 123.29 FEET; THENCE RUN NORTH 53° 14' 33" EAST, A DISTANCE OF 160.36 FEET; THENCE RUN NORTH 36° 17' 32" WEST, A DISTANCE OF 50.39 FEET; THENCE RUN NORTH 01° 33' 16" WEST, A DISTANCE OF 194.71 FEET TO THE SOUTHEAST CORNER OF CERTAIN LANDS DESCRIBED IN ORB 878, PAGE 1566 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY FLORIDA; THENCE RUN SOUTH 88° 26' 44" WEST ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566, A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566; ; THENCE RUN NORTH 01° 33' 16" WEST ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566, A DISTANCE OF 24.00 FEET; THENCE SOUTH 87° 11' 28" WEST DEPARTING SAID WEST LINE, A DISTANCE 461.95 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF US 441/SR 41 AND THE WESTERLY LINE OF THE AFOREMENTIONED LANDS DESCRIBED IN ORB 1321, PAGE 1010; THENCE RUN SOUTH 36° 24' 03" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE 797.97 FEET TO THE POINT OF BEGINNING

CONTAINING 7.313 ACRES MORE OR LESS, AND SUBJECT TO EASEMENTS, RIGHTS OF WAYS, AND RESTRICTIONS OF TITLE

SURVEYOR'S CERTIFICATION

I hereby certify that this sketch of description, subject to the surveyor's notes contained hereon, meets the applicable "Minimum Standards of Practice" set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

AFFINE ENGINEERING AND SURVEYING, INC.
(Certificate of Authorization Number LB 7828)



Victor O. Marrero
Professional Surveyor and Mapper
Certificate Number LS 6586

This Sketch of Description is valid only if digitally signed and sealed in accordance to chapter 5J-17.062 of the F.A.C and Chapter 472 of the Florida Statutes.

NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

AFFINE ENGINEERING AND SURVEYING, INC

CIVIL ENGINEERS

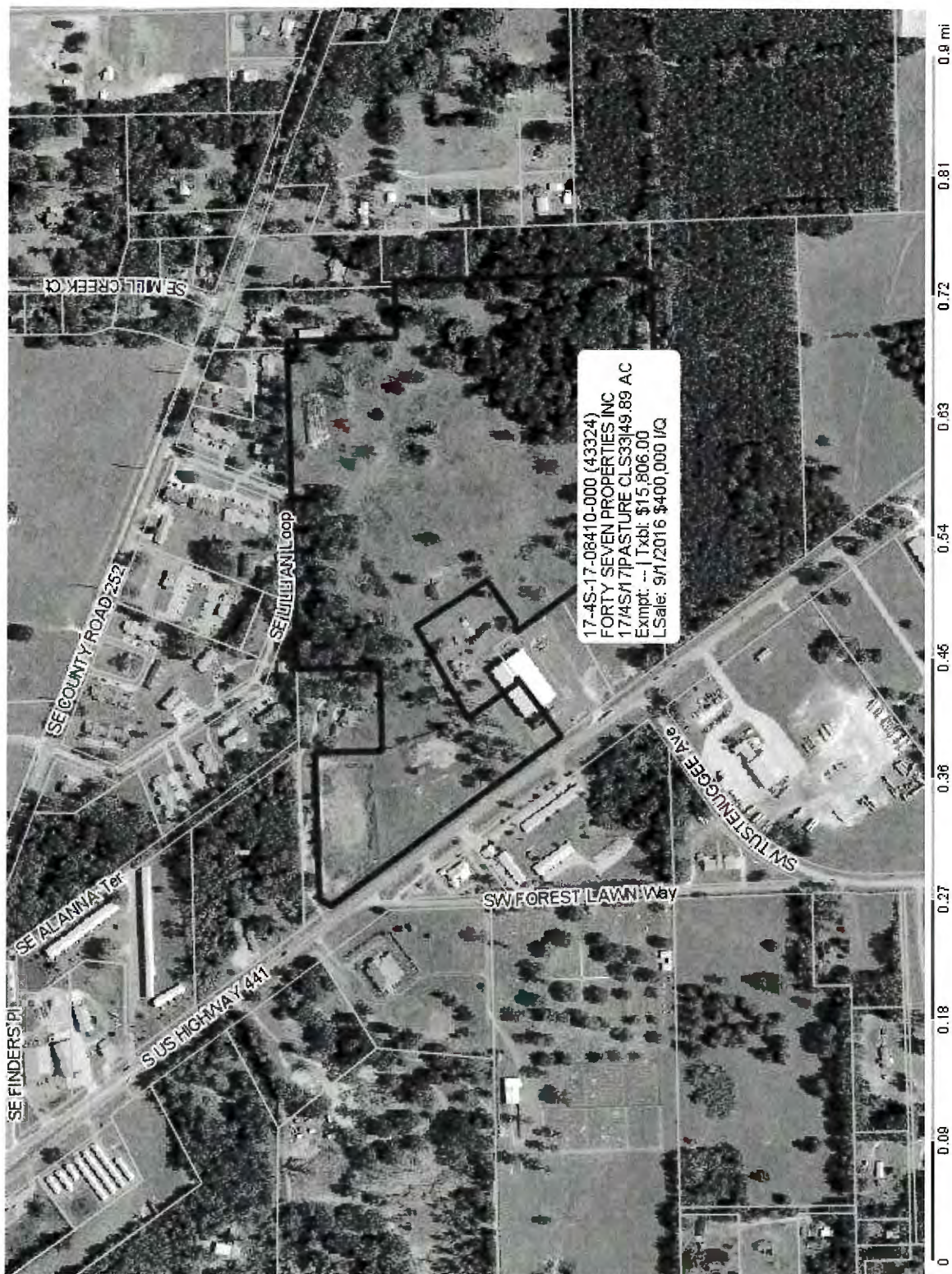
SURVEYORS

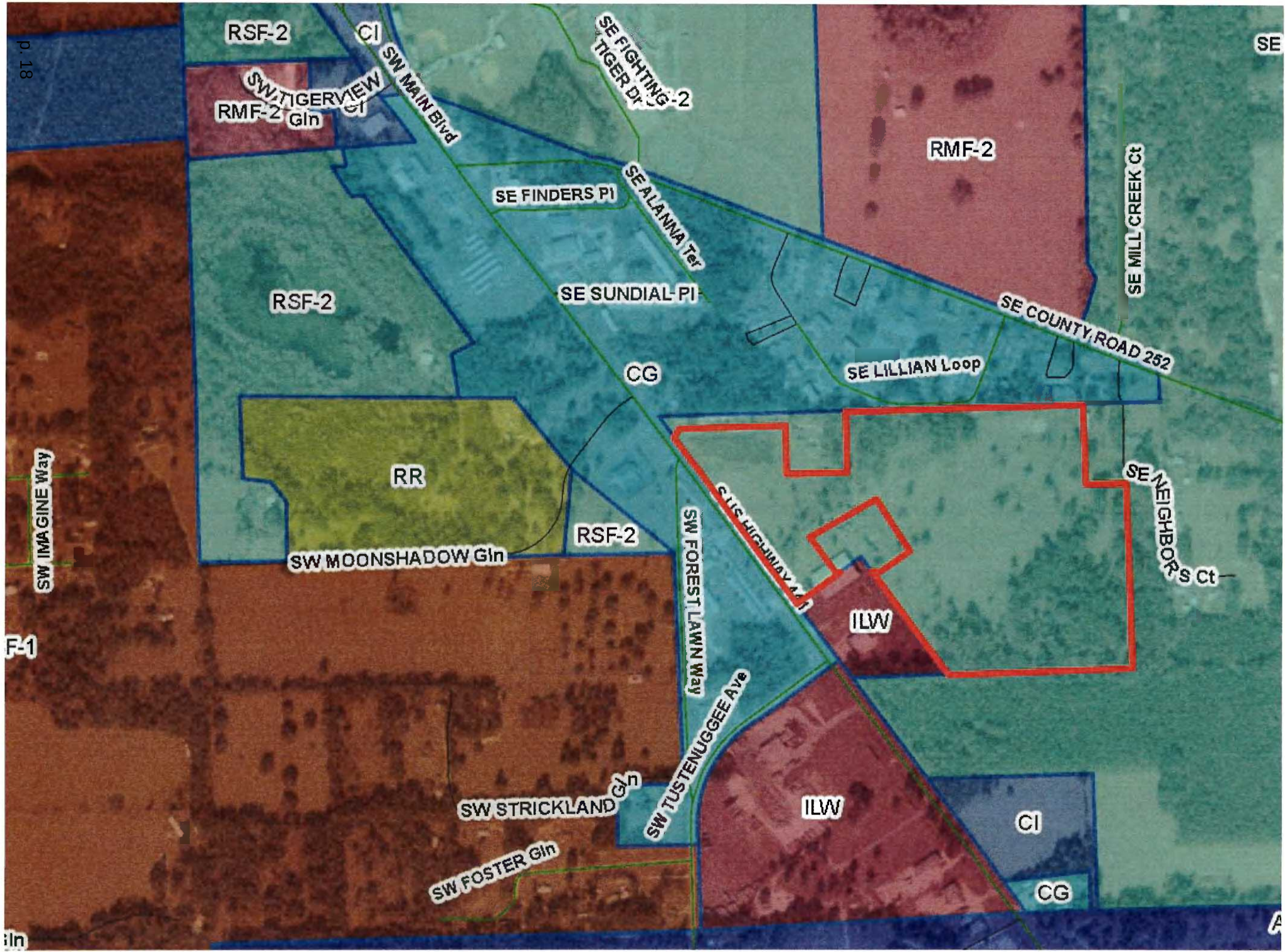
128 NW GREEN LANE, LAKE CITY, FL 32055

407-421-5534

CERTIFICATE OF AUTHORIZATION # LB 7828

DRAWN BY <u>VM</u>	CHECKED BY <u>NB</u>	SCALE	JOB #	SHEET <u>1</u>	DRAWING #
DATE <u>10/23/25</u>	DATE <u>10/27/25</u>	<u>N/A</u>	<u>18002</u>	OF <u>2</u>	<u>18002 04</u>





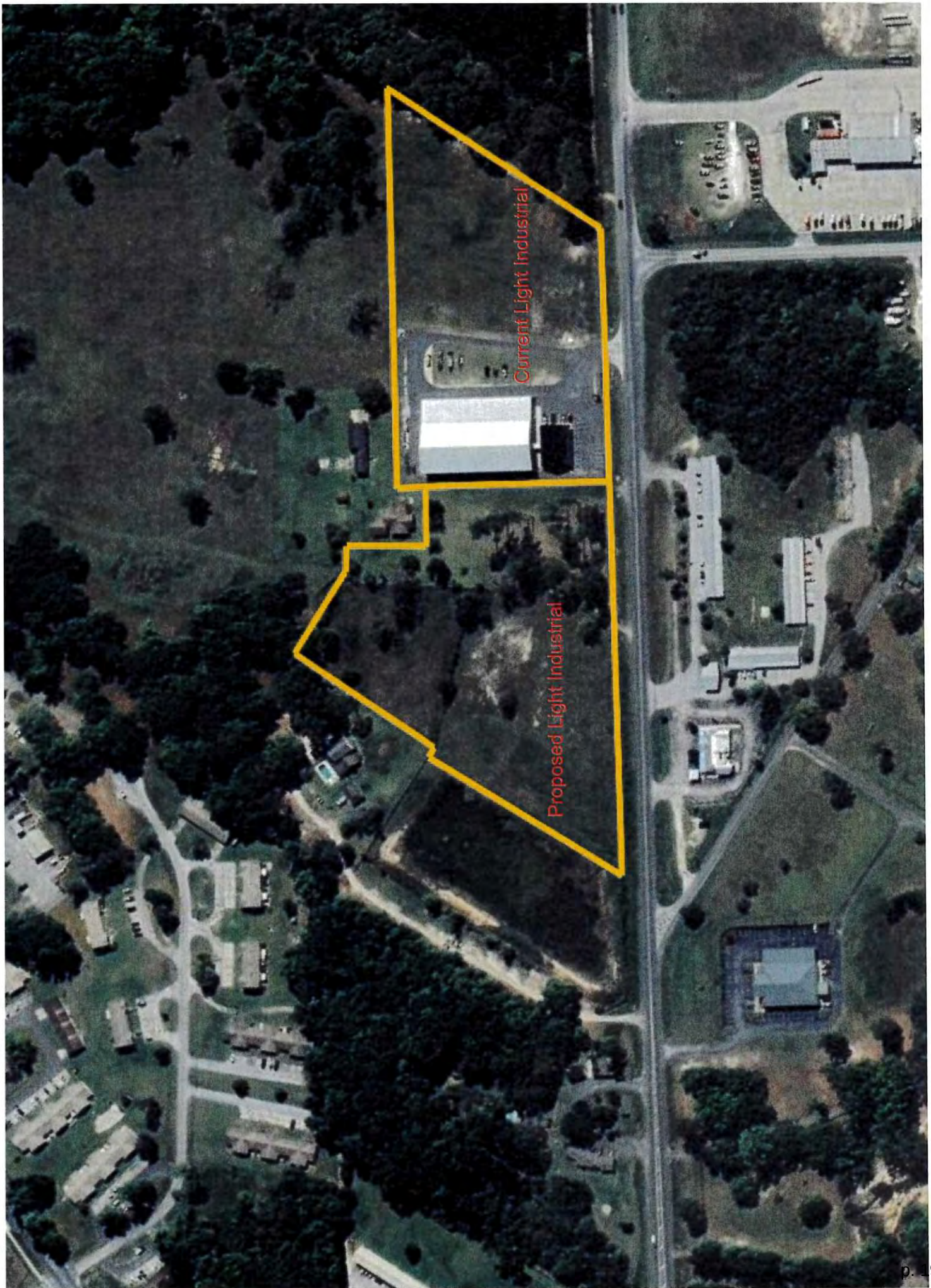
p. 18

F-1

iln

SE

A



FORTY SEVEN PROPERTIES

Map showing proposed change

Legend

- Feature 1
- Feature 2
- Feature 3
- On Cue Billiards & Sports Bar
- Untitled measurement
- VFW Post 2206



**REVISED CONCURRENCY
WORKSHEET**

Nov. 18, 2025

Trip Generation Analysis

ITE Code	ITE Use	ADT Multiplier	PM Peak Multiplier	Employees*	Total ADT	Total PM Peak
115	Single Tenant Office	3.70	0.51	10.00	37.00	5.10

*Per employee for 2 buildings

Potable Water Analysis

Ch. 64E-6.008, F.A.C. Use	Ch. 64E-6.008, F.A.C. Gallons Per Day (GPD)	Ch. 64E-6.008, F.A.C. Multiplier*	Total (Gallons Per Day)
Commercial	15.00	10.00	150.00

* Multiplier is based upon Ch. 64E.6008, Florida Administrative Code and can vary from square footage, number of employees, number of seats, or etc. See Ch. 64E-6.008, F.A.C. to determine multiplier.

Sanitary Sewer Analysis

Ch. 64E-6.008, F.A.C. Use	Ch. 64E-6.008, F.A.C. Gallons Per Day (GPD)	Ch. 64E-6.008, F.A.C. Multiplier*	Total (Gallons Per Day)
Commercial	15.00	10.00	150.00

* Multiplier is based upon Ch. 64E.6008, F.A.C. and can vary from square footage, number of employees, number of seats, or etc. See Ch. 64E-6.008, F.A.C. to determine multiplier.

Solid Waste Analysis

Use	Pounds Per Thousand Sq Ft	Total Floor Area*	Total (Lbs Per Day)
Commercial	5.50	20.00	110.00

*Per thousand square feet (i.e. 3,560 sq ft / 1,000 = 3.56)

*10,000 sq. ft. X 2 buildings =20,000 sq.ft./1,000=20.00

D4. An Analysis of the Requirements of Section 16.2 of the Land Development Regulations:

(a.) Whether the proposed change would be in conformance with the county's comprehensive plan and would have an adverse effect on the county's comprehensive plan.

The rezoning will have no adverse effect on the comprehensive plan. The plan is also being amended. There are similar uses on properties in close proximity.

(b.) The existing land use pattern.

The existing land use pattern is Residential Low Density, Commercial, and Industrial.

(c.) Possible creation of an isolated district unrelated to adjacent and nearby districts.

There is no possible creation of an isolated district as the property near the subject site is already in commercial and industrial use.

(d.) The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.

There is no expected significant change in the population density pattern.

(e.) Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

The existing district boundaries are consistent with the surrounding property and the existing conditions on the subject property.

(f.) Whether changed or changing conditions make the passage of the proposed amendment necessary.

The proposed future use of the property is both industrial and commercial along the US 441 corridor.

(g.) Whether the proposed change will adversely influence living conditions in the neighborhood.

There will be no anticipated negative impacts to the living conditions in the neighborhood.

(h.) Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

No expected significant increase in traffic. See attached concurrency worksheet for details.

(i.) Whether the proposed change will create a drainage problem.

No drainage problems are anticipated by the proposed change. This will be addressed with proper permitting through SRWMD at the time of site-planning.

(j.) Whether the proposed change will seriously reduce light and air to adjacent areas.

Any proposed development on the site will have no effect on lighting and/or air to the adjacent areas.

(k.) Whether the proposed change will adversely affect property values in the adjacent area.

There are no anticipated negative effects to property values in the area.

(l.) Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

There is no foreseen reason why the proposed use would have any effect on the development of adjacent properties.

(m.) Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

The proposed rezoning is consistent with the current zoning in the area and the current characteristics of the area near 441.

(n.) Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

The current zoning on the subject site does not allow for industrial or commercial use.

(o.) Whether the change suggested is out of scale with the needs of the neighborhood or the county.

The rezoning is consistent with the current conditions surrounding the subject property.

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

(i.) The need and justification for the change.

The subject property and the proposed construction will be consistent to what is already located in the area.

(ii.) The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the county's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of these land development regulations and other ordinances, regulations, and actions designed to implement the county's comprehensive plan.

Rezoning the subject property to Industrial, Light and Warehousing is consistent with the surrounding zonings and the current makeup of the area. The current residential classification is not consistent.

THAT PORTION OF CERTAIN LANDS DESCRIBED IN ORB 1321, PAGE 1010 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, LYING IN THE NORTH 1/2 OF THE SE 1/4 OF SECTION 17 TOWNSHIP 4 SOUTH, RANGE 17 EAST, AND EAST OF U.S. HIGHWAY 441, COLUMBIA COUNTY FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 2, CAPITAL METAL SUBDIVISION, AS RECORDED THEREOF IN PLAT BOOK 9, PAGE 158, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY FLORIDA; THENCE RUN NORTH 53° 39' 05" EAST ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 369.97 FEET; THENCE NORTH 36° 17' 32" WEST DEPARTING SAID NORTHERLY LINE, A DISTANCE 123.29 FEET; THENCE RUN NORTH 53° 14' 33" EAST, A DISTANCE OF 160.36 FEET; THENCE RUN NORTH 36° 17' 32" WEST, A DISTANCE OF 50.39 FEET; THENCE RUN NORTH 01° 33' 16" WEST, A DISTANCE OF 194.71 FEET TO THE SOUTHEAST CORNER OF CERTAIN LANDS DESCRIBED IN ORB 878, PAGE 1566 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY FLORIDA; THENCE RUN SOUTH 88° 26' 44" WEST ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566, A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566; THENCE RUN NORTH 01° 33' 16" WEST ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566, A DISTANCE OF 24.00 FEET; THENCE SOUTH 87° 11' 28" WEST DEPARTING SAID WEST LINE, A DISTANCE 461.95 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF US 441/SR 41 AND THE WESTERLY LINE OF THE AFOREMENTIONED LANDS DESCRIBED IN ORB 1321, PAGE 1010; THENCE RUN SOUTH 36° 24' 03" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE 797.97 FEET TO THE POINT OF BEGINNING

CONTAINING 7.313 ACRES MORE OR LESS, AND SUBJECT TO EASEMENTS, RIGHTS OF WAYS, AND RESTRICTIONS OF TITLE

Prepared by:
Elaine R. Davis
American Title Services of Lake City, Inc.
321 SW Main Boulevard, Suite 105
Lake City, Florida 32025
File Number: 16-426

Inst: 201612014370 Date: 09/01/2016 Time: 1:28PM
Page 1 of 2 B: 1321 P: 1010, P.DeWitt Cason, Clerk of Court
Columbia County, FL: KV
Deputy Clerk/Doc Stamp Deed: 2800.00

General Warranty Deed

Made this September 1st, 2016 A.D.

By **N & G PROPERTIES OF NORTH FLORIDA, LLC**, a Florida Limited Liability Company, 4180 South U. S. Highway 411, Suite 101, Lake City, Florida 32025, hereinafter called the grantor,

to **FORTY SEVEN PROPERTIES, INC.**, a Florida Corporation whose post office address is: 796 SE CR 252, Lake City, Florida 32025, hereinafter called the grantee:

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

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Columbia County, Florida, viz:

See Attached Schedule "A"

Parcel ID Number: **08410-000**

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2015.

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

Signed, sealed and delivered in our presence:

Elaine R. Davis
Witness Printed Name: Elaine R. Davis

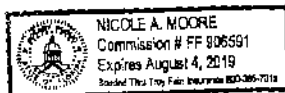
N & G PROPERTIES OF NORTH FLORIDA, LLC.
Jack J. Norton, Managing Member (Seal)
Address: 4180 South U. S. Highway 411, Suite 101, Lake City,
Florida 32025

Nicole A. Moore
Witness Printed Name: Nicole A. Moore

N & G PROPERTIES OF NORTH FLORIDA, LLC.
Peter W. Giebeig, Managing Member (Seal)

State of Florida
County of Columbia

The foregoing instrument was acknowledged before me this 1st day of September, 2016, by JACK J. NORTON, MANAGING MEMBER OF N & G PROPERTIES OF NORTH FLORIDA, LLC, a Florida Limited Liability Company and PETER W. GIEBEIG, AS MANAGING MEMBER OF N & G PROPERTIES OF NORTH FLORIDA, LLC, a Florida Limited Liability Company, who is/are personally known to me or who has produced DRIVER LICENSE as identification.



Nicole A. Moore
Notary Public
Print Name: _____

My Commission
Expires: _____

Prepared by:
Elaine R. Davis
American Title Services of Lake City, Inc.
321 SW Main Boulevard, Suite 105
Lake City, Florida 32025
File Number: 16-426

"Schedule A"
TOWNSHIP 4 SOUTH, RANGE 17 EAST

PARCEL 1

SECTION 17: The N 1/2 of the SE 1/4 of Section 17, Township 4 South, Range 17 East, lying and being East of U.S. Highway 41, EXCEPT the East 200 feet of said parcel. IN COLUMBIA COUNTY, FLORIDA.

AND ALSO EXCEPT the parcel described by Commencing at the Northwest corner of the SE 1/4 of said Section and running thence North 89°07' East, along the North line of said SE 1/4, 598.00 feet to the POINT OF BEGINNING, thence continue North 89°07' East along said North line, 330.00 feet, thence South 00°53' East, 330.00 feet, thence South 89°07' West, 330.00 feet, thence North 00°53' West, 330.00 feet to the POINT OF BEGINNING. IN COLUMBIA COUNTY, FLORIDA.

AND

PARCEL 2

SECTION 17: NE 1/4 of SW 1/4 as lies Northeast of State Road 25 (US 441) in Section 17, Township 4 South, Range 17 East. IN COLUMBIA COUNTY, FLORIDA.

LESS AND EXCEPT that part of Parcel 1 and Parcel 2 described as follows:

SECTION 17: BEGIN at the Northwest corner of the SE 1/4 of Section 17, Township 4 South, Range 17 East, Columbia County, Florida and run North 89°07'00" East, 598.02 feet; thence South 00°48'25" East, 64.00 feet; thence South 89°07'00" West, 576.47 feet; thence South 30°40'37" West, 55.09 feet to a point on the Easterly Right-of-Way line of U.S. Highway No. 41; thence North 35°46'55" West, along said Easterly Right-of-Way line, 135.04 feet; thence North 83°59'33" East, 84.63 feet to the POINT OF BEGINNING. IN COLUMBIA COUNTY, FLORIDA.

AND LESS AND EXCEPT the following:

SECTION 17: Commence at the Northeast corner of the NE 1/4 of the SE 1/4 of Section 17, Township 4 South, Range 17 East, Columbia County, Florida, as shown on the survey prepared by Bailey, Bishop & Lane, Dated February 22, 2000, and run South 88°43'14" West, along the North line of said NE 1/4 of SE 1/4, 200.22 feet to the POINT OF BEGINNING; thence continue South 88°43'14" West, along said North line, 18.00 feet; thence South 02°39'06" East, 435.65 feet; thence North 88°43'14" East, 18.00 feet; thence North 02°39'06" East, 435.65 feet to the POINT OF BEGINNING. IN COLUMBIA COUNTY, FLORIDA.

AND LESS AND EXCEPT THE FOLLOWING:

Commence at the Northwest corner of the SE 1/4 of Section 17, Township 4 South, Range 17 East, Columbia County, Florida and run South 88°59'33" West, 84.69 feet to the Easterly Right-of-Way line of U.S. Highway No. 441; thence South 35°47'38" East along said Right-of-Way line, 134.92 feet to a rebar and cap labeled as L.S. Britt, P.I.S. 5757; thence continue along said Right-of-Way line, South 35°44'19" East, 1006.71 feet; thence North 54°23'20" East, 107.52 feet; thence North 68°39'29" East, 170.73 feet; thence South 35°57'00" East, 62.00 feet to the POINT OF BEGINNING; thence North 88°41'08" East, 247.88 feet; thence North 54°04'11" East, 191.28 feet; thence North 32°32'29" West, 337.63 feet; thence South 59°40'35" West, 417.31 feet; thence South 35°57'00" East, 237.00 feet to the POINT OF BEGINNING. IN COLUMBIA COUNTY, FLORIDA.

AND LESS AND EXCEPT THE FOLLOWING:

Commence at the Southeast corner of the NE 1/4 of said Section 17, and run North 01°59'59" West along the East line thereof, 118.32 feet to the Intersection with the Southerly Right-of-Way line of County Road 252; thence North 68°32'39" West, along said Southerly Right-of-Way line, 229.01 feet; thence South 01°59'25" West, 206.28 feet; thence South 89°46'00" West, 8.34 feet to the POINT OF BEGINNING; thence South 02°33'05" East, 435.64 feet; thence South 88°36'38" West, 202.10 feet; thence North 02°29'40" West, 436.18 feet; thence North 88°46'00" East, 201.68 feet to the POINT OF BEGINNING. IN COLUMBIA COUNTY, FLORIDA.

DEED: Individual Warranty Deed with Legal on Schedule A

APPLICATION AGENT AUTHORIZATION FORM

TO: Columbia County Zoning Department
135 NE Hernando Avenue
Lake City, FL 32055

Authority to Act as Agent

On my/our behalf, I appoint Nelson Bedenbaugh
(Name of Person to Act as my Agent)

for Forty Seven Properties
(Company Name for the Agent, if applicable)

to act as my/our agent in the preparation and submittal of this application
for Comprehensive Plan Amendment & Zoning Amendment
(Type of Application)

I acknowledge that all responsibility for complying with the terms and conditions for approval of this application, still resides with me as the Applicant/Owner.

Applicant/Owner's Name: Larry E. Perry Jr.

Applicant/Owner's Title: President

On Behalf of: Forty Seven Properties
(Company Name, if applicable)

Telephone: (386) 397-6621 Date: _____

Applicant/Owner's Signature: [Signature]

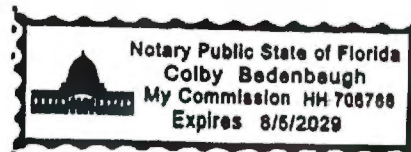
Print Name: Larry E Perry Jr

STATE OF FLORIDA
COUNTY OF Columbia

The Foregoing instrument was acknowledged before me this 4th day of December, 20 25, by Larry Perry,
whom is personally known by me ☒ OR produced identification ☐.
Type of Identification Produced _____

[Signature]
(Notary Signature)

(SEAL)



Kyle Keen, CFC
Columbia County Tax Collector

2024 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM
ASSESSMENTS

27041.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R08410-000		2

FORTY SEVEN PROPERTIES INC
796 SE CR 252
LAKE CITY FL 32025

THIS BILL IS FULLY PAID

3845 S US HIGHWAY 441 LAKE CITY 32025
N1/2 OF SE1/4 AS LIES E OF US-41, EX 6 AC
OFF E SIDE, (200 FT WIDE). ALSO NE1/4 OF

135 NE Hernando Ave, Suite 125, Lake City, FL 32055
(386) 758-1077

AD VALOREM TAXES

TAXING AUTHORITY	ASSESSED VALUE	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
BOARD OF COUNTY COMMISSIONERS					
GENERAL FUND	15,557	7.8150	0	15,557	121.58
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	15,557	0.7480	0	15,557	11.64
LOCAL	15,557	3.1430	0	15,557	48.89
CAPITAL OUTLAY	15,557	1.5000	0	15,557	23.34
SUWANNEE RIVER WATER MGT DIST					
WATER MGT	15,557	0.2936	0	15,557	4.57
LAKE SHORE HOSPITAL AUTHORITY					
LK SHORE	15,557	0.0001	0	15,557	0.00

IMPORTANT: All exemptions do not apply to all taxing authorities. Please contact the Columbia County Property Appraiser for exemption/assessment questions.

TOTAL MILLAGE	13.4997	AD VALOREM TAXES	210.02
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NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
FFIR FIRE ASSESSMENTS	0.00 Unit @293.9800	0.00

SAVE TIME PAY ONLINE @ www.columbiataxcollector.com

NON AD VALOREM ASSESSMENTS	0.00
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COMBINED TAXES AND ASSESSMENTS	210.02	See reverse side for important information
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Paid In Full	Taxes 210.02	Discount / Interest -8.40	Fees 0.00	Payments 201.62	Amount Due 0.00
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Kyle Keen, CFC
Columbia County Tax Collector

2024 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM
ASSESSMENTS

27041.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R08410-000		2

FORTY SEVEN PROPERTIES INC
796 SE CR 252
LAKE CITY FL 32025

THIS BILL IS FULLY PAID

3845 S US HIGHWAY 441 LAKE CITY 32025
N1/2 OF SE1/4 AS LIES E OF US-41, EX 6 AC
OFF E SIDE, (200 FT WIDE). ALSO NE1/4 OF

DO NOT WRITE BELOW THIS PORTION

PLEASE PAY IN US FUNDS TO: KYLE KEEN, TAX COLLECTOR

Paid In Full	Taxes 210.02	Discount / Interest -8.40	Fees 0.00	Payments 201.62	Amount Due 0.00
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Receipt(s) 2024-12249 on 11/18/24 for \$201.62 by FORTY SEVEN DEVELOPMENTLLC

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

NOTICE OF PUBLIC HEARING

CONCERNING A CHANGE OF ZONING AND COMPREHENSIVE PLAN AMENDMENT AS PROVIDED FOR IN THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS.

BY THE COLUMBIA COUNTY, FLORIDA, PLANNING AND ZONING BOARD. **NOTICE IS HEREBY GIVEN** that, pursuant to the Columbia County Land Development Regulations, as amended, hereinafter referred to as the Land Development Regulations, as amended, objections, recommendations and comments concerning a Change of Zoning and Comprehensive Plan Amendment as described below, will be heard by the Planning and Zoning Board of Columbia County, Florida, at a public hearing on April 23, 2026, at 5:30pm, or as soon thereafter as the matters can be heard, in the Tourist Development Council Building located at 971 W Duval St. Suite 145, Lake City, Florida.

Z260301 – A petition by Nelson Bedenbaugh, agent for Forty Seven Properties Inc., requesting a zoning change from Residential Single Family-2 to Industrial, Light and Warehousing on the lands described as follows: Parcel # 17-4S-17-08410-000 N1/2 OF SE1/4 AS LIES E OF US-41, EX 6 AC OFF E SIDE, (200 FT WIDE). ALSO NE1/4 OF SW1/4 AS LIES NE OF US-441, (BEING A TRIANGULAR-SHAPED PRCL). EX 2.5 AC DESC IN ORB 774-1561 & EX 0.18 AC DESC IN ORB 986-1414 & EX 1 AC DESC IN ORB 1076-2741 & EX 3 AC DESC IN ORB 1192-1318 & EX 2 AC DESC IN ORB 1460-149 & EX 6.41 AC FOR CAPITAL BUSINESS PARKS/D. 788-755, 825-2110, 1076-2733, 1121-2022, PROB 1138-2709, WD 1153-954 THRU 958, POA 1184-175, WD 1184-1933, WD 1184-1936, 1184-1939, & EX 2.02 AC AS DESC ORB 1225-593. WD 1253-1707, WD 1321-1010, WD 1405-1520

CPA260301- A petition by Nelson Bedenbaugh, agent for Forty Seven Properties Inc., requesting a Future Land Use Map change from Residential Low to Industrial on the lands described as follows: Parcel # 17-4S-17-08410-000 N1/2 OF SE1/4 AS LIES E OF US-41, EX 6 AC OFF E SIDE, (200 FT WIDE). ALSO NE1/4 OF SW1/4 AS LIES NE OF US-441, (BEING A TRIANGULAR-SHAPED PRCL). EX 2.5 AC DESC IN ORB 774-1561 & EX 0.18 AC DESC IN ORB 986-1414 & EX 1 AC DESC IN ORB 1076-2741 & EX 3 AC DESC IN ORB 1192-1318 & EX 2 AC DESC IN ORB 1460-149 & EX 6.41 AC FOR CAPITAL BUSINESS PARK S/D. 788-755, 825-2110, 1076-2733, 1121-2022, PROB 1138-2709, WD 1153-954 THRU 958, POA 1184-175, WD 1184-1933, WD 1184-1936, 1184-1939, & EX 2.02 AC AS DESC ORB 1225-593. WD 1253-1707, WD 1321-1010, WD 1405-1520

The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing. At the aforementioned public hearing, all interested parties may appear to be heard with respect to the Zoning Amendment. Copies of the Rezoning application are available for public inspection at the Office of the County Planner, County Administrative Offices located at 135 Northeast Hernando Avenue, Lake City, Florida, during regular business hours. All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceeding should contact Lisa K. B. Roberts, at least forty-eight (48) hours prior to the date of the hearing. Ms. Roberts may be contacted by telephone at (386)758-1006 or by Telecommunication Device for Deaf at (386)758-2139.

For more information, contact Seth Lane at (386) 754-7119



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: 6/2/2026 Meeting Date: 6/18/2026

Department: Zoning Department

1. Nature and purpose of agenda item:

Request to change the future land use map and comprehensive plan from Residential-Low to Industrial for a portion of parcel 17-4S-17-08410-000

Ordinance NO. 2026-06, amending Ordinance NO. 91-6, the Columbia County Comprehensive Plan; pursuant to application CPA260301, providing for changing the Future Land Use Map classification for the described lands from Residential Low Density (Less than or equal to 2 dwelling units per acre) to Industrial. Approved by the Columbia County Planning and Zoning board via Resolution NO. PZ/LPA CPA260301.

2. Recommended Motion/Action:

Approve Ordinance NO. 2026-06

3. Fiscal impact on current budget.

This item has no effect on the current budget.

ORDINANCE NO. 2026-06

AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 91-6, THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF TEN OR LESS ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED, PURSUANT TO AN APPLICATION, CPA260301, PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL-LOW TO INDUSTRIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

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

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

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

WHEREAS, the Board of County Commissioners held a public hearing, with public notice having been provided, pursuant to the procedures established in Sections 163.3161 to 163.3215, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

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

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

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

Section 1. CPA260301- A petition by Nelson Bendenbaugh, agent for Forty Seven Properties Inc., requesting a Future Land Use Map change from Residential Low to Industrial on the lands described as follows: A portion of Parcel # 17-4S-17-08410-000 BEGIN AT THE NORTHWEST CORNER OF LOT 2, CAPITAL METAL SUBDIVISION, AS RECORDED THEREOF IN PLAT BOOK 9, PAGE 158, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY FLORIDA; THENCE RUN NORTH 53° 39' 05" EAST ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 369.97 FEET; THENCE NORTH 36° 17' 32" WEST DEPARTING SAID NORTHERLY LINE, A DISTANCE 123.29 FEET; THENCE RUN NORTH 53° 14' 33" EAST, A DISTANCE OF 160.36 FEET; THENCE RUN NORTH 36° 17' 32" WEST, A DISTANCE OF 50.39 FEET; THENCE RUN NORTH 01° 33' 16" WEST, A DISTANCE OF 194.71 FEET TO THE SOUTHEAST CORNER OF CERTAIN LANDS DESCRIBED IN ORB 878, PAGE 1566 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY FLORIDA; THENCE RUN SOUTH 88° 26' 44" WEST ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566, A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566; ;THENCE RUN NORTH 01° 33' 16" WEST ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566, A DISTANCE OF 24.00 FEET; THENCE SOUTH 87° 11' 28" WEST DEPARTING SAID WEST LINE, A DISTANCE 461.95 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF US 441/SR 41 AND THE WESTERLY LINE OF THE AFOREMENTIONED LANDS DESCRIBED IN ORB 1321, PAGE 1010; THENCE RUN SOUTH 36° 24' 03" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE 797.97 FEET TO THE POINT OF BEGINNING CONTAINING 7.313 ACRES MORE OR LESS, AND SUBJECT TO EASEMENTS, RIGHTS OF WAYS, AND RESTRICTIONS OF TITLE

Containing 7.313 acres more or less

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

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

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

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division

of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3215, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Community Affairs or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Community Affairs, Division of Community Planning, Bureau of Local Planning, Plan Processing Team, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3215, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting,
by the Board of County Commissioners this 18th day of May, 2026.

Attest:

BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA

James M. Swisher, Jr., County Clerk

Tim Murphy, Chairman

RESOLUTION NO. PZ/LPA CPA260301

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF COLUMBIA COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF COLUMBIA COUNTY, FLORIDA, RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, APPROVAL OF AN AMENDMENT OF TEN OR LESS ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; PURSUANT TO AN APPLICATION, CPA260301, BY THE BOARD OF COUNTY COMMISSIONERS, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3215, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL LOW TO INDUSTRIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

Section 1. CPA260301- A petition by Nelson Bendenbaugh, agent for Forty Seven Properties Inc., requesting a Future Land Use Map change from Residential Low to Industrial on the lands described as follows: A portion of Parcel # 17-4S-17-08410-000 BEGIN AT THE NORTHWEST CORNER OF LOT 2, CAPITAL METAL SUBDIVISION, AS RECORDED THEREOF IN PLAT BOOK 9, PAGE 158, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY FLORIDA; THENCE RUN NORTH 53° 39' 05" EAST ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 369.97 FEET; THENCE NORTH 36° 17' 32" WEST DEPARTING SAID NORTHERLY LINE, A DISTANCE 123.29 FEET; THENCE RUN NORTH 53° 14' 33" EAST, A DISTANCE OF 160.36 FEET; THENCE RUN NORTH 36° 17' 32" WEST, A DISTANCE OF 50.39 FEET; THENCE RUN NORTH 01° 33' 16" WEST, A DISTANCE OF 194.71 FEET TO THE SOUTHEAST CORNER OF CERTAIN LANDS DESCRIBED IN ORB 878, PAGE 1566 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY FLORIDA; THENCE RUN SOUTH 88° 26' 44" WEST ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566, A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566; ; THENCE RUN NORTH 01° 33' 16" WEST ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566, A DISTANCE OF 24.00 FEET; THENCE SOUTH 87° 11' 28" WEST DEPARTING SAID WEST LINE, A DISTANCE 461.95 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF US 441/SR 41 AND THE WESTERLY LINE OF THE AFOREMENTIONED LANDS DESCRIBED IN ORB 1321, PAGE 1010; THENCE RUN SOUTH 36° 24' 03" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE 797.97 FEET TO THE POINT OF BEGINNING CONTAINING 7.313 ACRES MORE OR LESS, AND SUBJECT TO EASEMENTS, RIGHTS OF WAYS, AND RESTRICTIONS OF TITLE

RECOMMENDATION TO APPROVED PASSED AND DULY ADOPTED in session with a quorum present and voting, by the Planning and Zoning Board, serving also as the Local Planning Agency, this 23rd day of April 2026.

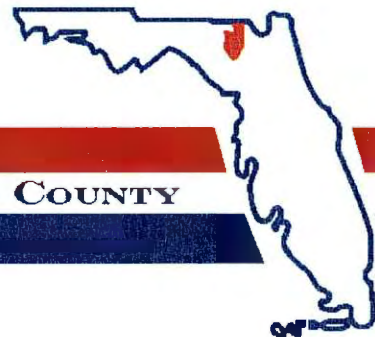
Attest:


Seth Lane, Secretary to the
Planning and Zoning Board

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


Jock Phelps, - Chair

District No. 1 – Kevin Parnell
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 – Everette Phillips
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

April 24, 2026

VIA ELECTRONIC MAIL

Nelson Bedenbaugh, agent for Forty Seven Properties Inc.

Re: 17-4S-17-08410-000
S US Hwy 441
Lake City, FL. 32061

Your Future Land Use Map amendment request (CPA260301) and Zoning change request (Z260301) was approved by the Columbia County Planning and Zoning board on April 23, 2026. Due to having to honor the 30-day appeal window, the Ordinances to codify these changes will be presented before the Columbia County Board of County Commissioners at their June 18th meeting.

If you have any questions, please do not hesitate to contact me via email or telephone at clane@columbiacountyfla.com or (386) 754-7119.

Sincerely,

Seth Lane
Columbia County Planner

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

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100



Columbia County Gateway to Florida

FOR PLANNING USE ONLY

Application # CPA 260301
Application Fee \$ 1750.00
Receipt No. 772295
Filing Date 12-11-2025
Completeness Date _____

Comprehensive Plan Amendment Application

A. PROJECT INFORMATION

1. Project Name: Forty Seven Properties
2. Address of Subject Property: US 441 South
3. Parcel ID Number(s): 17-4S-17-08410-000
4. Existing Future Land Use Map Designation: Residential Low
5. Proposed Future Land Use Map Designation: Industrial
6. Zoning Designation: RSF-2
7. Acreage: 7.313
8. Existing Use of Property: Pasture Land
9. Proposed use of Property: Industrial Light and Warehousing

B. APPLICANT INFORMATION

1. Applicant Status ☐ Owner (title holder) ☒ Agent
2. Name of Applicant(s): Nelson Bedenbaugh Title: _____
Company name (if applicable): _____
Mailing Address: 637 SW Hillcrest St.
City: Lake City State: FL Zip: 32025
Telephone: (386) 867-1786 Fax: () Email: nbedenbaugh@outlook.com

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

3. If the applicant is agent for the property owner*.
Property Owner Name (title holder): Forty Seven Properties, Inc.
Mailing Address: 796 SE County Road 252
City: Lake City State: FL Zip: 32025
Telephone: (386) 387-6621 Fax: () Email: larry@capitalmetalsupply.com

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

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

C. ADDITIONAL INFORMATION

1. Is there any additional contract for the sale of, or options to purchase, the subject property? If yes, list the names of all parties involved: None If yes, is the contract/option contingent or absolute: ☐ Contingent ☐ Absolute
2. Has a previous application been made on all or part of the subject property:
Future Land Use Map Amendment: ☒ Yes ☐ No
Future Land Use Map Amendment Application No. CPA 0230
Site Specific Amendment to the Official Zoning Atlas (Rezoning): ☒ Yes ☐ No
Site Specific Amendment to the Official Zoning Atlas (Rezoning) Application No. Z0584
Variance: ☒ Yes ☐ No
Variance Application No. V0324 & 0325
Special Exception: ☐ Yes ☒ No
Special Exception Application No. SE

D. ATTACHMENT/SUBMITTAL REQUIREMENTS

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

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

NOTICE TO APPLICANT

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

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

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

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

A. Nelson Bedenbaugh

Applicant/Agent Name (Type or Print)

A. Nelson
Bedenbaugh 2025.12.09 10:29:
00-05'00'

Applicant/Agent Signature

Date

APPLICATION AGENT AUTHORIZATION FORM

TO: Columbia County Zoning Department
135 NE Hernando Avenue
Lake City, FL 32055

Authority to Act as Agent

On my/our behalf, I appoint Nelson Bedenbaugh
(Name of Person to Act as my Agent)

for Forty Seven Properties
(Company Name for the Agent, if applicable)

to act as my/our agent in the preparation and submittal of this application
for Comprehensive Plan Amendment & Zoning Amendment
(Type of Application)

I acknowledge that all responsibility for complying with the terms and conditions for approval of this application, still resides with me as the Applicant/Owner.

Applicant/Owner's Name: Larry E. Perry Jr.

Applicant/Owner's Title: President

On Behalf of: Forty Seven Properties
(Company Name, if applicable)

Telephone: (386) 397-6621 Date: _____

Applicant/Owner's Signature: [Signature]

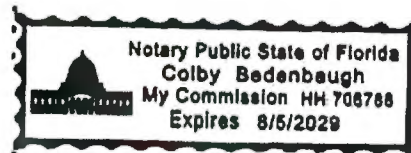
Print Name: Larry E Perry Jr

STATE OF FLORIDA
COUNTY OF Columbia

The Foregoing instrument was acknowledged before me this 4th day of December, 20 25, by Larry Perry,
whom is personally known by me ☒ OR produced identification ☐.
Type of Identification Produced _____

[Signature]
(Notary Signature)

(SEAL)



Future Land Use Element

GOAL I - IN RECOGNITION OF THE IMPORTANCE OF CONSERVING THE NATURAL RESOURCES AND ENHANCING THE QUALITY OF LIFE, THE COUNTY SHALL DIRECT DEVELOPMENT TO THOSE AREAS WHICH HAVE IN PLACE, OR HAVE AGREEMENTS TO PROVIDE, THE LAND AND WATER RESOURCES, FISCAL ABILITIES AND SERVICE CAPACITY TO ACCOMMODATE GROWTH IN AN ENVIRONMENTALLY ACCEPTABLE MANNER.

Objective I.1 The county shall continue to direct future population growth and associated urban development to urban development areas as established within this comprehensive plan.

Consistency: Consistency: The proposed industrial site is located on US 441 frontage and is within the urban development area.

Policy I.1.1 The county shall limit the location of higher density residential and high intensity commercial and industrial uses to areas adjacent to arterial or collector roads where public facilities are available to support such higher density or intensity. In addition, the county shall enable private subregional centralized potable water and sanitary sewer systems to connect to public regional facilities, in accordance with the objective and policies for the urban and rural areas within this future land use element of the comprehensive plan.

Consistency: The proposed industrial site is located on US 441 South for easy access.

Policy I.1.2 The county's future land use plan map shall allocate amounts and mixes of land uses for residential, commercial, industrial, public and recreation to meet the needs of the existing and projected future populations and to locate urban land uses in a manner where public facilities may be provided to serve such urban land uses. Urban land uses shall be herein defined as residential, commercial and industrial land use categories.

Consistency: The subject property is located in an area adjacent to commercial and industrial activities.

Policy I.1.3 The county's future land use plan map shall base the designation of residential, commercial and industrial lands depicted on the future land use plan map upon acreage which can be reasonably expected to develop by the year 2040.

Consistency: This area has substantial commercial and industrial development and can only be expected to continue to see growth.

Policy I.1.4 The county shall continue to maintain standards for the coordination and siting of proposed urban development near agricultural or forested areas, or environmentally sensitive areas (including but not limited to wetlands and floodplain areas) to avoid adverse impact upon existing land uses.

Consistency: The subject property is located off US 441 South and will have no adverse impacts on the existing land uses. Project will have no adverse impact on wetlands or floodplain areas.

Policy I.1.5 The county shall continue to regulate govern future urban development within designated urban development areas in conformance with the land topography and soil conditions, and within an area which is or will be served by public facilities and services.

Consistency: The industrial development will be designed in accordance with the design standards of the County and regulating agencies with jurisdiction.

Policy I.1.6 The county's land development regulations shall be based on and be consistent with the following land use classifications and corresponding standards for densities and intensities within the designated urban development areas of the county. For the purpose of this policy and comprehensive plan, the phrase "other similar uses compatible with" shall mean land uses that can co-exist in relative proximity to other uses in a stable fashion over time such that no other uses within the same land use classification are negatively impacted directly or indirectly by the use.

Consistency: The proposed industrial development will meet the County LDR's for industrial land use. There are no identified negative impacts.

**REVISED CONCURRENCY
WORKSHEET**

Nov. 18, 2025

Trip Generation Analysis

ITE Code	ITE Use	ADT Multiplier	PM Peak Multiplier	Employees*	Total ADT	Total PM Peak
115	Single Tenant Office	3.70	0.51	10.00	37.00	5.10

*Per employee for 2 buildings

Potable Water Analysis

Ch. 64E-6.008, F.A.C. Use	Ch. 64E-6.008, F.A.C. Gallons Per Day (GPD)	Ch. 64E-6.008, F.A.C. Multiplier*	Total (Gallons Per Day)
Commercial	15.00	10.00	150.00

* Multiplier is based upon Ch. 64E.6008, Florida Administrative Code and can vary from square footage, number of employees, number of seats, or etc. See Ch. 64E-6.008, F.A.C. to determine multiplier.

Sanitary Sewer Analysis

Ch. 64E-6.008, F.A.C. Use	Ch. 64E-6.008, F.A.C. Gallons Per Day (GPD)	Ch. 64E-6.008, F.A.C. Multiplier*	Total (Gallons Per Day)
Commercial	15.00	10.00	150.00

* Multiplier is based upon Ch. 64E.6008, F.A.C. and can vary from square footage, number of employees, number of seats, or etc. See Ch. 64E-6.008, F.A.C. to determine multiplier.

Solid Waste Analysis

Use	Pounds Per Thousand Sq Ft	Total Floor Area*	Total (lbs Per Day)
Commercial	5.50	20.00	110.00

*Per thousand square feet (i.e. 3,560 sq ft / 1,000 = 3.56)

*10,000 sq. ft. X 2 buildings =20,000 sq.ft./1,000=20.00

Prepared by:
Elaine R. Davis
American Title Services of Lake City, Inc.
321 SW Main Boulevard, Suite 105
Lake City, Florida 32025
File Number: 16-426

Inst: 201612014370 Date: 09/01/2016 Time: 1:28PM
Page 1 of 2 B: 1321 P: 1010, P.DeWitt Cason, Clerk of Court
Columbia County, Fl: 2016
Deputy Clerk/Doc Stamp: Deed: 2800.00

General Warranty Deed

Made this September 1st, 2016 A.D.

By **N & G PROPERTIES OF NORTH FLORIDA, LLC**, a Florida Limited Liability Company, 4180 South U. S. Highway 411, Suite 101, Lake City, Florida 32025, hereinafter called the grantor,

to **FORTY SEVEN PROPERTIES, INC.**, a Florida Corporation whose post office address is: 796 SE CR 252, Lake City, Florida 32025, hereinafter called the grantee:

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

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Columbia County, Florida, viz:

See Attached Schedule "A"

Parcel ID Number: 08410-000

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2015.

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

Signed, sealed and delivered in our presence:

Elaine R. Davis
Witness Printed Name: Elaine R. Davis

Nicole A. Moore
Witness Printed Name: NICOLE A. MOORE

State of Florida
County of Columbia

N & G PROPERTIES OF NORTH FLORIDA, LLC.
Jack J. Norton (Seal)

Jack J. Norton, Managing Member
Address: 4180 South U. S. Highway 411, Suite 101, Lake City,
Florida 32025

N & G PROPERTIES OF NORTH FLORIDA, LLC.
Peter W. Giebig (Seal)
Peter W. Giebig, Managing Member

The foregoing instrument was acknowledged before me this 1st day of September, 2016, by JACK J. NORTON, MANAGING MEMBER OF N & G PROPERTIES OF NORTH FLORIDA, LLC, a Florida Limited Liability Company and PETER W. GIEBIG, AS MANAGING MEMBER OF N & G PROPERTIES OF NORTH FLORIDA, LLC, a Florida Limited Liability Company, who is/are personally known to me or who has produced DRIVER LICENSE as identification.



Nicole A. Moore
Notary Public
Print Name: _____
My Commission
Expires: _____

Prepared by:
Elaine R. Davis
American Title Services of Lake City, Inc.
321 SW Main Boulevard, Suite 105
Lake City, Florida 32025
File Number: 16-426

"Schedule A"
TOWNSHIP 4 SOUTH, RANGE 17 EAST

PARCEL 1

SECTION 17: The N 1/2 of the SE 1/4 of Section 17, Township 4 South, Range 17 East, lying and being East of U.S. Highway 41, EXCEPT the East 200 feet of said parcel. IN COLUMBIA COUNTY, FLORIDA.

AND ALSO EXCEPT the parcel described by Commencing at the Northwest corner of the SE 1/4 of said Section and running thence North 89°07' East, along the North line of said SE 1/4, 598.00 feet to the POINT OF BEGINNING, thence continue North 89°07' East along said North line, 330.00 feet, thence South 00°53' East, 330.00 feet, thence South 89°07' West, 330.00 feet, thence North 00°53' West, 330.00 feet to the POINT OF BEGINNING. IN COLUMBIA COUNTY, FLORIDA.

AND

PARCEL 2

SECTION 17: NE 1/4 of SW 1/4 as lies Northeast of State Road 25 (US 441) in Section 17, Township 4 South, Range 17 East. IN COLUMBIA COUNTY, FLORIDA.

LESS AND EXCEPT that part of Parcel 1 and Parcel 2 described as follows:

SECTION 17: BEGIN at the Northwest corner of the SE 1/4 of Section 17, Township 4 South, Range 17 East, Columbia County, Florida and run North 89°07'00" East, 598.02 feet; thence South 00°48'25" East, 64.00 feet; thence South 89°07'00" West, 576.47 feet; thence South 30°40'37" West, 55.09 feet to a point on the Easterly Right-of-Way line of U.S. Highway No. 41; thence North 35°46'55" West, along said Easterly Right-of-Way line, 135.04 feet; thence North 83°59'33" East, 84.63 feet to the POINT OF BEGINNING. IN COLUMBIA COUNTY, FLORIDA.

AND LESS AND EXCEPT the following:

SECTION 17: Commence at the Northeast corner of the NE 1/4 of the SE 1/4 of Section 17, Township 4 South, Range 17 East, Columbia County, Florida, as shown on the survey prepared by Bailey, Bishop & Lane, Dated February 22, 2000, and run South 88°43'14" West, along the North line of said NE 1/4 of SE 1/4, 200.22 feet to the POINT OF BEGINNING; thence continue South 88°43'14" West, along said North line, 18.00 feet; thence South 02°39'06" East, 435.65 feet; thence North 88°43'14" East, 18.00 feet; thence North 02°39'06" East, 435.65 feet to the POINT OF BEGINNING. IN COLUMBIA COUNTY, FLORIDA.

AND LESS AND EXCEPT THE FOLLOWING:

Commence at the Northwest corner of the SE 1/4 of Section 17, Township 4 South, Range 17 East, Columbia County, Florida and run South 88°59'33" West, 84.69 feet to the Easterly Right-of-Way line of U.S. Highway No. 441; thence South 35°47'38" East along said Right-of-Way line, 134.92 feet to a rebar and cap labeled as L.S. Britt, P.L.S. 5757; thence continue along said Right-of-Way line, South 35°44'19" East, 1006.71 feet; thence North 54°23'20" East, 107.52 feet; thence North 68°39'29" East, 170.73 feet; thence South 35°57'00" East, 62.00 feet to the POINT OF BEGINNING; thence North 88°41'08" East, 247.88 feet; thence North 54°04'11" East, 191.28 feet; thence North 32°32'29" West, 337.63 feet; thence South 59°40'35" West, 417.31 feet; thence South 35°57'00" East, 237.00 feet to the POINT OF BEGINNING. IN COLUMBIA COUNTY, FLORIDA.

AND LESS AND EXCEPT THE FOLLOWING:

Commence at the Southeast corner of the NE 1/4 of said Section 17, and run North 01°59'59" West along the East line thereof, 118.32 feet to the Intersection with the Southerly Right-of-Way line of County Road 252; thence North 68°32'39" West, along said Southerly Right-of-Way line, 229.01 feet; thence South 01°59'25" West, 206.28 feet; thence South 89°46'00" West, 8.34 feet to the POINT OF BEGINNING; thence South 02°33'05" East, 435.64 feet; thence South 88°36'38" West, 202.10 feet; thence North 02°29'40" West, 436.18 feet; thence North 88°46'00" East, 201.68 feet to the POINT OF BEGINNING. IN COLUMBIA COUNTY, FLORIDA.

DEED Individual Warranty Deed with Legal on Schedule A

THAT PORTION OF CERTAIN LANDS DESCRIBED IN ORB 1321, PAGE 1010 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, LYING IN THE NORTH 1/2 OF THE SE 1/4 OF SECTION 17 TOWNSHIP 4 SOUTH, RANGE 17 EAST, AND EAST OF U.S. HIGHWAY 441, COLUMBIA COUNTY FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 2, CAPITAL METAL SUBDIVISION, AS RECORDED THEREOF IN PLAT BOOK 9, PAGE 158, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY FLORIDA; THENCE RUN NORTH 53° 39' 05" EAST ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 369.97 FEET; THENCE NORTH 36° 17' 32" WEST DEPARTING SAID NORTHERLY LINE, A DISTANCE 123.29 FEET; THENCE RUN NORTH 53° 14' 33" EAST, A DISTANCE OF 160.36 FEET; THENCE RUN NORTH 36° 17' 32" WEST, A DISTANCE OF 50.39 FEET; THENCE RUN NORTH 01° 33' 16" WEST, A DISTANCE OF 194.71 FEET TO THE SOUTHEAST CORNER OF CERTAIN LANDS DESCRIBED IN ORB 878, PAGE 1566 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY FLORIDA; THENCE RUN SOUTH 88° 26' 44" WEST ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566, A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566; ; THENCE RUN NORTH 01° 33' 16" WEST ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN ORB 878, PAGE 1566, A DISTANCE OF 24.00 FEET; THENCE SOUTH 87° 11' 28" WEST DEPARTING SAID WEST LINE, A DISTANCE 461.95 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF US 441/SR 41 AND THE WESTERLY LINE OF THE AFOREMENTIONED LANDS DESCRIBED IN ORB 1321, PAGE 1010; THENCE RUN SOUTH 36° 24' 03" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE 797.97 FEET TO THE POINT OF BEGINNING

CONTAINING 7.313 ACRES MORE OR LESS, AND SUBJECT TO EASEMENTS, RIGHTS OF WAYS, AND RESTRICTIONS OF TITLE

PARCEL NUMBER	ESCROW CD	Millage Code
R08410-000		2

FORTY SEVEN PROPERTIES INC
796 SE CR 252
LAKE CITY FL 32025

THIS BILL IS FULLY PAID

3845 S US HIGHWAY 441 LAKE CITY 32025
N1/2 OF SE1/4 AS LIES E OF US-41, EX 6 AC
OFF E SIDE, (200 FT WIDE). ALSO NE1/4 OF

135 NE Hernando Ave, Suite 125, Lake City, FL 32055
(386) 758-1077

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
BOARD OF COUNTY COMMISSIONERS					
GENERAL FUND	15,557	7.8150	0	15,557	121.58
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	15,557	0.7480	0	15,557	11.64
LOCAL	15,557	3.1430	0	15,557	48.89
CAPITAL OUTLAY	15,557	1.5000	0	15,557	23.34
SUWANNEE RIVER WATER MGT DIST					
WATER MGT	15,557	0.2936	0	15,557	4.57
LAKE SHORE HOSPITAL AUTHORITY					
LK SHORE	15,557	0.0001	0	15,557	0.00

IMPORTANT: All exemptions do not apply to all taxing authorities. Please contact the Columbia
County Property Appraiser for exemption/assessment questions.

TOTAL MILLAGE	13.4997	AD VALOREM TAXES	210.02
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NON AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	RATE		AMOUNT
FFIR FIRE ASSESSMENTS	0.00 Unit @293.9800		0.00

SAVE TIME PAY ONLINE @ www.columbiataxcollector.com

NON AD VALOREM ASSESSMENTS	0.00
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COMBINED TAXES AND ASSESSMENTS	210.02	See reverse side for important information
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Paid In Full	Taxes	Discount / Interest	Fees	Payments	Amount Due
	210.02	-8.40	0.00	201.62	0.00

PARCEL NUMBER	ESCROW CD	Millage Code
R08410-000		2

FORTY SEVEN PROPERTIES INC
796 SE CR 252
LAKE CITY FL 32025

THIS BILL IS FULLY PAID

3845 S US HIGHWAY 441 LAKE CITY 32025
N1/2 OF SE1/4 AS LIES E OF US-41, EX 6 AC
OFF E SIDE, (200 FT WIDE). ALSO NE1/4 OF

DO NOT WRITE BELOW THIS PORTION

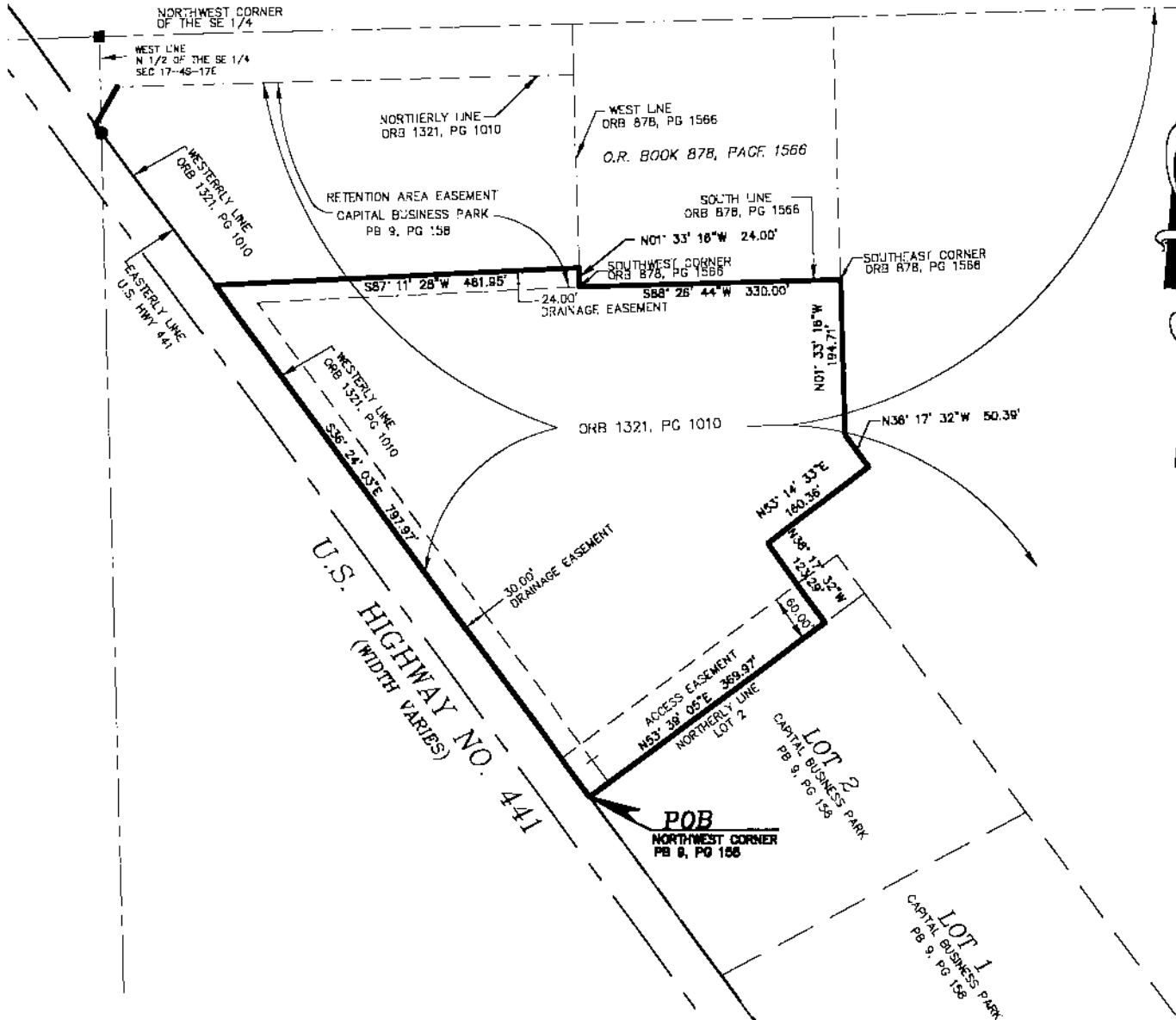
PLEASE PAY IN US FUNDS TO: KYLE KEEN, TAX COLLECTOR

Paid In Full	Taxes	Discount / Interest	Fees	Payments	Amount Due
	210.02	-8.40	0.00	201.62	0.00

Receipt(s) 2024-12249 on 11/18/24 for \$201.62 by FORTY SEVEN DEVELOPMENTLLC

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

SKETCH OF DESCRIPTION

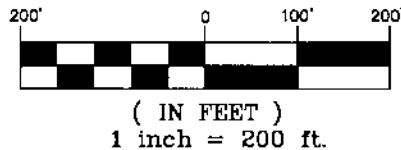


SURVEYOR'S NOTES

- This is not a survey.
- Bearings shown hereon are referenced to the Northerly line of Lot 2 being N53°39'05\"E (Per Plat)

LEGEND

ORB	OFFICIAL RECORD BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
SEC 17-4S-17E	SECTION 17 - TOWNSHIP 4 SOUTH - RANGE 17 EAST



AFFINE ENGINEERING AND SURVEYING, INC

CIVIL ENGINEERS
128 NW GREEN LANE, LAKE CITY, FL 32055

SURVEYORS
407-421-5534

CERTIFICATE OF AUTHORIZATION # LB 7828

DRAWN BY VM
DATE 10/23/25

CHECKED BY NB
DATE 10/27/25

SCALE
1=200'

JOB #
18002

SHEET 2
OF 2

DRAWING #
18002-04

SKETCH OF DESCRIPTION

THAT PORTION OF CERTAIN LANDS DESCRIBED IN ORB 1321, PAGE 1010 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, LYING IN THE NORTH 1/2 OF THE SE 1/4 OF SECTION 17 TOWNSHIP 4 SOUTH, RANGE 17 EAST, AND EAST OF U.S. HIGHWAY 441, COLUMBIA COUNTY FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 7.313 ACRES MORE OR LESS, AND SUBJECT TO EASEMENTS, RIGHTS OF WAYS, AND RESTRICTIONS OF TITLE

SURVEYOR'S CERTIFICATION

I hereby certify that this sketch of description, subject to the surveyor's notes contained hereon, meets the applicable "Minimum Standards of Practice" set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

AFFINE ENGINEERING AND SURVEYING, INC
(Certificate of Authorization Number LB 7828)



Digitally signed
by Victor O
Marrero
Date: 2025.10.26
20:59:16 -04'00'

Victor O. Marrero
Professional Surveyor and Mapper
Certificate Number LS 6586

This Sketch of Description is valid only if digitally signed and sealed in accordance to chapter 5J-17.062 of the F.A.C and Chapter 472 of the Florida Statutes.

NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE



AFFINE ENGINEERING AND SURVEYING, INC

CIVIL ENGINEERS

SURVEYORS

128 NW GREEN LANE, LAKE CITY, FL 32055

407-421-5534

CERTIFICATE OF AUTHORIZATION # LB 7828

DRAWN BY VM
DATE 10/23/25

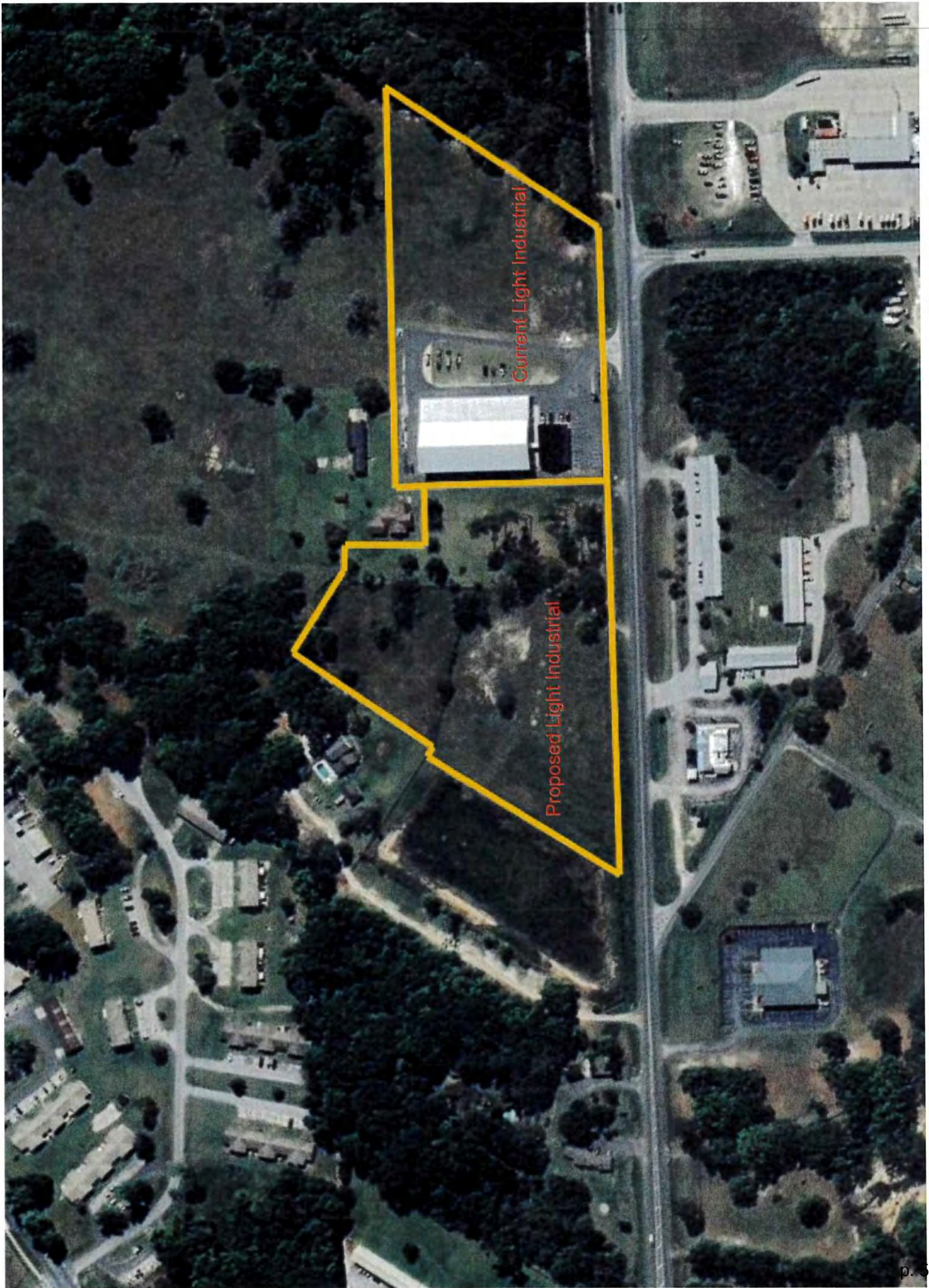
CHECKED BY NB
DATE 10/27/25

SCALE
N/A

JOB #
18002

SHEET 1
OF 2

DRAWING #
18002-04



NOTICE OF PUBLIC HEARING

CONCERNING A CHANGE OF ZONING AND COMPREHENSIVE PLAN AMENDMENT AS PROVIDED FOR IN THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS.

BY THE COLUMBIA COUNTY, FLORIDA, PLANNING AND ZONING BOARD. **NOTICE IS HEREBY GIVEN** that, pursuant to the Columbia County Land Development Regulations, as amended, hereinafter referred to as the Land Development Regulations, as amended, objections, recommendations and comments concerning a Change of Zoning and Comprehensive Plan Amendment as described below, will be heard by the Planning and Zoning Board of Columbia County, Florida, at a public hearing on April 23, 2026, at 5:30pm, or as soon thereafter as the matters can be heard, in the Tourist Development Council Building located at 971 W Duval St. Suite 145, Lake City, Florida.

Z260301 – A petition by Nelson Bedenbaugh, agent for Forty Seven Properties Inc., requesting a zoning change from Residential Single Family-2 to Industrial, Light and Warehousing on the lands described as follows: Parcel # 17-4S-17-08410-000 N1/2 OF SE1/4 AS LIES E OF US-41, EX 6 AC OFF E SIDE, (200 FT WIDE). ALSO NE1/4 OF SW1/4 AS LIES NE OF US-441, (BEING A TRIANGULAR-SHAPED PRCL). EX 2.5 AC DESC IN ORB 774-1561 & EX 0.18 AC DESC IN ORB 986-1414 & EX 1 AC DESC IN ORB 1076-2741 & EX 3 AC DESC IN ORB 1192-1318 & EX 2 AC DESC IN ORB 1460-149 & EX 6.41 AC FOR CAPITAL BUSINESS PARKS/D. 788-755, 825-2110, 1076-2733, 1121-2022, PROB 1138-2709, WD 1153-954 THRU 958, POA 1184-175, WD 1184-1933, WD 1184-1936, 1184-1939, & EX 2.02 AC AS DESC ORB 1225-593, WD 1253-1707, WD 1321-1010, WD 1405-1520

CPA260301- A petition by Nelson Bedenbaugh, agent for Forty Seven Properties Inc., requesting a Future Land Use Map change from Residential Low to Industrial on the lands described as follows: Parcel # 17-4S-17-08410-000 N1/2 OF SE1/4 AS LIES E OF US-41, EX 6 AC OFF E SIDE, (200 FT WIDE). ALSO NE1/4 OF SW1/4 AS LIES NE OF US-441, (BEING A TRIANGULAR-SHAPED PRCL). EX 2.5 AC DESC IN ORB 774-1561 & EX 0.18 AC DESC IN ORB 986-1414 & EX 1 AC DESC IN ORB 1076-2741 & EX 3 AC DESC IN ORB 1192-1318 & EX 2 AC DESC IN ORB 1460-149 & EX 6.41 AC FOR CAPITAL BUSINESS PARK S/D. 788-755, 825-2110, 1076-2733, 1121-2022, PROB 1138-2709, WD 1153-954 THRU 958, POA 1184-175, WD 1184-1933, WD 1184-1936, 1184-1939, & EX 2.02 AC AS DESC ORB 1225-593, WD 1253-1707, WD 1321-1010, WD 1405-1520

The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing. At the aforementioned public hearing, all interested parties may appear to be heard with respect to the Zoning Amendment. Copies of the Rezoning application are available for public inspection at the Office of the County Planner, County Administrative Offices located at 135 Northeast Hernando Avenue, Lake City, Florida, during regular business hours. All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the proceeding should contact Lisa K. B. Roberts, at least forty-eight (48) hours prior to the date of the hearing. Ms. Roberts may be contacted by telephone at (386)758-1006 or by Telecommunication Device for Deaf at (386)758-2139.

For more information, contact Seth Lane at (386) 754-7119



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: 6/5/2026 Meeting Date: 6/18/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

Ordinance No. 2026-04 - Law Enforcement Municipal Service Taxing Unit

2. Recommended Motion/Action:

No Action - Not Approve Ordinance No. 2026-04

3. Fiscal impact on current budget.

This item has no effect on the current budget.

COLUMBIA COUNTY, FLORIDA

**LAW ENFORCEMENT
MUNICIPAL SERVICE TAXING UNIT**

ADOPTED JUNE 18, 2026

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SECTION 6. BOND REFERENDUM.	4
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ATTACHMENT:

DESCRIPTION OF LAW ENFORCEMENT MUNICIPAL SERVICE TAXING UNITA-1

ORDINANCE NO. 2026-04

AN ORDINANCE CREATING THE LAW ENFORCEMENT MUNICIPAL SERVICE TAXING UNIT FOR THE ENTIRE AREA OF COLUMBIA COUNTY, FLORIDA, INCLUDING THE TOWN OF FORT WHITE; PROVIDING CERTAIN FINDINGS; PROVIDING DEFINITIONS; DESCRIBING THE BOUNDARIES OF THE LAW ENFORCEMENT MSTU; AUTHORIZING THE LAW ENFORCEMENT MSTU TO ANNUALLY LEVY AD VALOREM TAXES TO PROVIDE LAW ENFORCEMENT AND CORRECTIONS SERVICES, FACILITIES AND PROGRAMS; AUTHORIZING A PLEDGE OF THE LAW ENFORCEMENT MSTU AD VALOREM TAX REVENUES TO THE RETIREMENT OF DEBT WHEN APPROVED BY THE ELECTORS OF THE LAW ENFORCEMENT MSTU AS PROVIDED BY GENERAL LAW; AUTHORIZING THE ISSUANCE OF DEBT UPON REFERENDUM APPROVAL; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

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

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

(A) Pursuant to Article VIII, section 1(g) of the Florida Constitution, Sections 125.01 and 125.66, Florida Statutes, and the Home Rule Charter for Columbia County, Florida, the Board of County Commissioners (the "Board") of Columbia County, Florida (the "County"), has all powers of local self-government to perform county and municipal functions and to render services in a manner not inconsistent with general law and such power may be exercised by the enactment of county ordinances and resolutions.

(B) Section 125.01(1)(q), Florida Statutes, provides specific legislative authorization for counties to establish a municipal service taxing unit to fund law enforcement and corrections services, facilities and programs within any part or all of the

unincorporated area of the County and within the boundaries of a municipality if the municipality consents by ordinance to inclusion within the municipal service taxing unit.

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

(D) The purpose of this Ordinance is to create the Law Enforcement Municipal Service Taxing Unit (the "Law Enforcement MSTU") to fund law enforcement and corrections services, facilities, and programs within the MSTU as established in Section 3 hereof.

(E) The County has determined that certain costs associated with law enforcement and corrections services, facilities, and programs including, but not necessarily limited to, personnel costs, salaries, operation costs, and capital costs, can be properly allocated between the incorporated and unincorporated areas of the county based upon the relative amounts of service provided within each area.

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

(G) The levy of millage on any parcel of property within the Law Enforcement MSTU by all municipalities and all municipal service taxing units established by the County may not exceed 10 mills.

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

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

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

“County” means Columbia County, Florida.

“MSTU” means the Columbia County Law Enforcement Municipal Service Taxing Unit created pursuant to Section 3 hereof.

SECTION 3. CREATION. The Law Enforcement Municipal Service Taxing Unit is hereby created as a new taxing unit which shall be coterminous with the entire area of the County, including the incorporated areas of the Town of Fort White, existing on January 1, 2026, and the first day of January each year thereafter, as more particularly described in Attachment A.

SECTION 4. AUTHORIZATION OF AD VALOREM TAXES.

(A) The Board is hereby authorized to levy annual ad valorem taxes upon taxable real and personal property within the Law Enforcement MSTU beginning with the County budget for the fiscal year beginning October 1, 2026.

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

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

SECTION 5. PURPOSE AND AUTHORIZATION OF EXPENDITURES. The Law Enforcement MSTU is established for the provision of law enforcement and corrections services, facilities, and programs provided by the County and the Columbia County Sheriff's Office for the use and benefit of the property or persons within the boundaries of the Law Enforcement MSTU.

SECTION 6. BOND REFERENDUM. In the event the Board desires to pledge the MSTU's ad valorem tax to the retirement of debt issued for the purpose of financing law enforcement facilities and equipment, the Board shall cause a bond referendum election to be held in accordance with applicable provisions of general law. Upon approval at referendum, the Board shall have all powers necessary to issue bonds in accordance with Florida law.

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

SECTION 8. EFFECTIVE DATE. The Clerk shall file a certified copy of this Ordinance with the Department of State within ten days of its adoption. The Ordinance shall take effect as provided by law.

DULY ENACTED this 18th day of June, 2026.

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

Tim Murphy, Chairman

ATTEST:

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

APPROVED AS TO FORM:

By: _____
Joel F. Foreman
County Attorney

ATTACHMENT A

**DESCRIPTION OF
LAW ENFORCEMENT
MUNICIPAL SERVICE TAXING UNIT**

**LAW ENFORCEMENT
MUNICIPAL SERVICE TAXING UNIT**

The Law Enforcement Municipal Service Taxing Unit includes such lands lying within Columbia County, Florida, as described in Section 7.12, Florida Statutes, including the incorporated municipal limits of the municipality Fort White.

BUSINESS IMPACT ESTIMATE FORM

Posted To Webpage June 5, 2026

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE CREATING THE LAW ENFORCEMENT MUNICIPAL SERVICE TAXING UNIT FOR THE ENTIRE AREA OF COLUMBIA COUNTY, FLORIDA; PROVIDING CERTAIN FINDINGS; PROVIDING DEFINITIONS; DESCRIBING THE BOUNDARIES OF THE LAW ENFORCEMENT MSTU; AUTHORIZING THE LAW ENFORCEMENT MSTU TO ANNUALLY LEVY AD VALOREM TAXES TO PROVIDE LAW ENFORCEMENT SERVICES, FACILITIES AND PROGRAMS; AUTHORIZING A PLEDGE OF THE LAW ENFORCEMENT MSTU AD VALOREM TAX REVENUES TO THE RETIREMENT OF DEBT WHEN APPROVED BY THE ELECTORS OF THE LAW ENFORCEMENT MSTU AS PROVIDED BY GENERAL LAW; AUTHORIZING THE ISSUANCE OF DEBT UPON REFERENDUM APPROVAL; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

Summary of the proposed ordinance and statement of public purpose:

The proposed ordinance will create a Law Enforcement Municipal Service Taxing Unit coterminous with the entire area of the County, to fund essential law enforcement services, facilities and programs in accordance with Section 125.01, Florida Statutes. The proposed ordinance authorizes millage to be levied within the MSTU for the fiscal year commencing October 1, 2026, and future fiscal years in accordance with the County's annual budgeting and TRIM process. Revenues may be used for a range of law enforcement and corrections-related costs, including but not limited to personnel, operations and capital costs. If the Columbia County Board of County Commissioners seeks to finance facilities or equipment through debt backed by MSTU revenues, voter approval via referendum will be required.

Part II.

Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County: *(fill out subsections a-c as applicable, if not applicable write "N/A")*

- a. Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

It is not expected that businesses will incur any direct compliance costs if the proposed ordinance is enacted.

- b. Identification of any new charges or fees on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

The proposed ordinance authorizes but does not impose any millage. Potential millage associated with Law Enforcement Municipal Service Taxing Unit must be voted on by the Columbia County Board of County Commissioners yearly during the budget and TRIM process. It is not known at this time what, if any, millage rate will be imposed.

- c. An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

If millage is imposed within the new MSTU to be created pursuant to the ordinance, the County would incur minimal costs to separately track and expend MSTU funds. These costs are expected to be minimal and the work easily absorbed by existing staff. The ordinance does not impose any new charges or fees on businesses. The proposed ordinance authorizes but does not impose any millage. Potential millage associated with Law Enforcement Municipal Service Taxing Unit must be voted on by the Columbia County Board of County Commissioners yearly during the budget and TRIM process. It is not known at this time what, if any, millage rate will be imposed.

Part III.

Good Faith Estimate of the number of businesses likely to be impacted by the ordinance:

All businesses located within the unincorporated area of the County that own real or tangible personal property would be included within the proposed MSTU.



Columbia County

Law Enforcement & Emergency Medical Services MSTU Study

DRAFT Technical Report
May 20, 2026

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COLUMBIA COUNTY

LAW ENFORCEMENT & EMS MSTU STUDY

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Appendix A: Sheriff's Office Budget Details

Appendix B: Emergency Medical Services Budget Details

COLUMBIA COUNTY

LAW ENFORCEMENT & EMS MSTU STUDY

I. Introduction

Located in north central Florida, Columbia County is home to approximately 72,000 residents. The Columbia County Sheriff's Office (CCSO) provides law enforcement (unincorporated county & the Town of Fort White) and corrections services (countywide). Emergency medical services (EMS) are provided on a countywide basis and the County currently is using an outside contractor for this service.

The Sheriff's budget is primarily funded through the County's General Fund. At this time, Columbia County is interested in developing a Municipal Service Taxing Unit (MSTU) program to help fund portion of the Sheriff's budget related to law enforcement services.

Until recently, EMS budget was funded through transport fees. However, with recent cost increases and a need for additional capital and personnel, transport fee revenues are not longer sufficient to fund the EMS budget. For this reason, the County is also considering establishing an MSTU for EMS services for three budget options.

An MSTU is a geographically defined unit within which property taxes can be levied for funding of certain municipal services. Per F.S. 125.01(1)(q), the Board of County Commissioners (BCC) have the power to establish an MSTU for any part of the unincorporated Columbia County, or within a municipality with the consent of the municipality, for benefits received from law enforcement or EMS provided by the County.

This technical report provides preliminary findings of the study, which will be refined based on input from the County.

II. Legal Requirements

Section 125.01(1)(q), Florida Statutes, empowers all counties to establish MSTUs, which does not go against the county's constitutional 10-mil tax cap. MSTUs are created by ordinance and can be used for capital or operating expenses. A County can create as many MSTUs as necessary to provide municipal services to a specific area, up to an additional 10 mils; however, the millage rate within each individual MSTU needs to be the same for all residents. Revenues generated within an MSTU must be spent within the MSTU and cannot be transferred.

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III. Law Enforcement MSTU Calculations

There are two components in determining the maximum defensible law enforcement MSTU millage rate:

- Determination of law enforcement MSTU eligible budget; and
- Calculation of equivalent MSTU millage for the law enforcement service area (unincorporated county and Town of Fort White).

These two components are discussed in further detail below, resulting in the calculated law enforcement MSTU millage rate within law enforcement service area.

Law Enforcement MSTU Eligible Budget

The first component in determining the County's maximum MSTU millage rate is to calculate the total eligible budget. To accomplish this, the Columbia County Sheriff's Office provided FY 2026 projected budget associated with law enforcement services, including personnel, operating, and capital expenditures. As shown in **Table 1**, expenditures directly related to law enforcement services amount to approximately \$17.8 million.

Columbia County's total law enforcement MSTU funding requirement for FY 2027 is \$17.8 million.

Once the total direct expenditures are determined, two additional adjustments are needed to determine the total law enforcement MSTU budget.

- Any dedicated revenues, such as grants, etc. need to be excluded from the total law enforcement MSTU budget. Information provided from the Sheriff's Office indicated that the budget provided already excluded these items.
- Miscellaneous expenditures related to the law enforcement MSTU program include the cost of the technical study and statutory discount that accounts for up to five (5) percent revenue loss due to early payments and delinquencies. An additional two (2) percent was added to offset the fees paid to the tax collector's office. In the case of the technical study, it is assumed that the County will update the study every five years.

Table 1
Columbia County Law Enforcement MSTU Eligible Budget

Description	2026 Projected
Law Enforcement Expenditures⁽¹⁾	
Admin	\$2,227,927
Patrol	\$6,895,087
Investigations	\$1,829,625
Civil	\$544,939
Evidence	\$392,047
Communications	\$221,923
Drug Task Force	\$775,197
School Resources	\$2,433,220
Information Technology	\$581,800
Community Services	\$597,856
Warrants	\$171,822
Total Expenditures	\$16,671,443
Miscellaneous Expenditures	
Technical Study ⁽²⁾	\$6,153
Tax Collector ⁽³⁾	\$333,552
Statutory Discount ⁽⁴⁾	\$833,880
Total MSTU Eligible Expenditures	\$17,845,028

1) Source: Appendix A, Table A-1

2) Technical study cost associated with the County to update the study every five years

3) Sum of the Total Expenditures and the Technical Study cost (Item 2), multiplied by two percent to account for payment collected by the Tax Collector

4) Sum of the Total Expenditures and the Technical Study cost (Item 2), multiplied by five percent. The County has the legal right to add up to 5% for reimbursement, which includes 4% to offset statutory discounts received for early payment pursuant to the Uniform Assessment Collection Act and 1% reserve for delinquencies and under-collection.

Law Enforcement MSTU Millage Calculation

The second component in determining the law enforcement MSTU millage rate involves calculating the millage needed to recover the eligible budget from Table 1. **Table 2** presents this conversion and is determined through the following steps:

1. The total 2025 taxable value in unincorporated county and the Town of Fort White was provided by the Columbia County Property Appraiser. The total taxable value includes only eligible properties located in unincorporated Columbia County and the Town of Fort White, amounting to approximately \$3.5 billion, or \$3.5 million per \$1,000 of property value.
2. The second step in calculating the maximum law enforcement MSTU millage rate is to divide the total law enforcement eligible budget (\$17.8 million) by the total taxable value per \$1,000 (\$3.5 million). As shown, the calculated law enforcement MSTU totals 5.0635 mils, representing the calculated levy that the County can collect.

Table 2
Columbia County Law Enforcement MSTU Millage Rate Calculation

Variable	Figure
2025 Taxable Value - Uninc/Ft White ⁽¹⁾	\$3,524,262,742
2025 Taxable Value per \$1,000 ⁽²⁾	\$3,524,263
Total Law Enforcement MSTU Budget ⁽³⁾	\$17,845,028
Calculated Law Enforcement MSTU (mils)⁽⁴⁾	5.0635

1) Source: Columbia County Property Appraiser

2) Taxable value for the unincorporated county/Ft White (Item 1) divided by 1,000

3) Source: Table 1

4) Total Law Enforcement MSTU budget (Item 3) divided by taxable value per \$1,000 (Item 2)

IV. Emergency Medical Services MSTU Calculations

Similar to Law Enforcement MSTU, there are two components in determining the maximum defensible EMS MSTU millage rate:

- Determination of EMS MSTU eligible budget; and
- Calculation of equivalent MSTU millage in the Columbia County.

These two components are discussed in further detail below, resulting in the calculated EMS MSTU millage rates for three budget options within Columbia County.

EMS MSTU Eligible Budget

The first component in determining the County's maximum MSTU millage rate is to calculate the total eligible budget. To accomplish this, the FY 2026 projected EMS budget was reviewed, including personal services, operating, capital outlay, and private ambulance expenditures. Based on information provided by Columbia County, millage rates were developed for potential MSTU funding of the following budget options:

Columbia County's total EMS MSTU funding requirement for FY 2027 is between \$1.72 million and \$5.60 million.

- 1) Scenario 1: County EMS services, including two ambulances and three advanced life support (ALS) engines;
- 2) Scenario 2: County EMS service (two ambulance & three ALS engines) and private ambulance services; and
- 3) Scenario 3: Private ambulance services only.

As shown in **Tables 3 through 5**, budgets directly related to EMS services range from approximately \$1.72 million to \$5.60 million.

Once the total direct expenditures are determined, two additional adjustments are needed to determine the total law enforcement MSTU budget.

- Any dedicated revenues need to be excluded from the total EMS MSTU budget. Information provided from the County indicated that the budget provided already excludes these items.

- Miscellaneous expenditures related to the EMS MSTU program include the cost of the technical study and statutory discount that accounts for up to five (5) percent revenue loss due to early payments and delinquencies. An additional two (2) percent was added to offset the fees paid to the Tax Collector's office. In the case of the technical study, it is assumed that the County will update the study every five years.

Table 3
Columbia County EMS MSTU Eligible Budget; Scenario 1

Description	2026 Projected
EMS Expenditures⁽¹⁾	
Personal Services	\$1,681,048
Operating Expenditures	\$342,000
Capital Outlay	\$1,600,000
Total Expenditures	\$3,623,048
Miscellaneous Expenditures	
Technical Study ⁽²⁾	\$6,153
Tax Collector ⁽³⁾	\$72,584
Statutory Discount ⁽⁴⁾	\$181,460
Total MSTU Eligible Expenditures	\$3,883,245

1) Source: Appendix B, Table B-1

2) Technical study cost assuming the County will update the study every five years

3) Sum of the Total Expenditures and the Technical Study cost (Item 2), multiplied by two percent to account for payment collected by the Tax Collector

4) Sum of the Total Expenditures and the Technical Study cost (Item 2), multiplied by five percent. The County has the legal right to add up to 5% for reimbursement, which includes 4% to offset statutory discounts received for early payment pursuant to the Uniform Assessment Collection Act and 1% reserve for delinquencies and under-collection.

Table 4
Columbia County EMS MSTU Eligible Budget; Scenario 2

Description	2026 Projected
EMS Expenditures⁽¹⁾	
Personal Services	\$1,681,048
Operating Expenditures	\$342,000
Capital Outlay	\$1,600,000
Private Ambulance	<u>\$1,600,000</u>
Total Expenditures	\$5,223,048
Miscellaneous Expenditures	
Technical Study ⁽²⁾	\$6,153
Tax Collector ⁽³⁾	\$104,584
Statutory Discount ⁽⁴⁾	<u>\$261,460</u>
Total MSTU Eligible Expenditures	\$5,595,245

1) Source: Appendix B, Table B-2

2) Technical study cost assuming the County will update the study every five years

3) Sum of the Total Expenditures and the Technical Study cost (Item 2), multiplied by two percent to account for payment collected by the Tax Collector

4) Sum of the Total Expenditures and the Technical Study cost (Item 2), multiplied by five percent. The County has the legal right to add up to 5% for reimbursement, which includes 4% to offset statutory discounts received for early payment pursuant to the Uniform Assessment Collection Act and 1% reserve for delinquencies and under-collection

Table 5
Columbia County EMS MSTU Eligible Budget; Scenario 3

Description	2026 Projected
EMS Expenditures⁽¹⁾	
Private Ambulance	\$1,600,000
Total Expenditures	\$1,600,000
Miscellaneous Expenditures	
Technical Study ⁽²⁾	\$6,153
Tax Collector ⁽³⁾	\$32,123
Statutory Discount ⁽⁴⁾	\$80,308
Total MSTU Eligible Expenditures	\$1,718,584

1) Source: Appendix B, Table B-3

2) Technical study cost assuming the County will update the study every five years

3) Sum of the Total Expenditures and the Technical Study cost (Item 2), multiplied by two percent to account for payment collected by the Tax Collector

4) Sum of the Total Expenditures and the Technical Study cost (Item 2), multiplied by five percent. The County has the legal right to add up to 5% for reimbursement, which includes 4% to offset statutory discounts received for early payment pursuant to the Uniform Assessment Collection Act and 1% reserve for delinquencies and under-collection

EMS MSTU Millage Calculations

The second component in determining the EMS MSTU millage involves calculating the millage rates needed to recover the eligible budgets from Tables 3 through 5.

Tables 6 through 8 present these calculations, which are determined through the following steps:

1. The total 2025 countywide taxable value was obtained from the Columbia County Property Appraiser. The total taxable value includes only eligible properties located throughout Columbia County and amounts to approximately \$4.7 billion, or \$4.7 million per \$1,000 of property value.
2. The second step in calculating the maximum EMS MSTU millage rates is to divide the total EMS eligible budget for each scenario by the total taxable value per \$1,000 (\$4.7 million). As shown, the calculated EMS MSTU millage rates range from 0.3645 mils to 1.1867 mils, representing the calculated millage rates that the County can collect.

Table 6
Columbia County EMS MSTU Millage Rate Calculation; Scenario 1

Variable	Figure
2025 Taxable Value - Countywide ⁽¹⁾	\$4,715,155,990
2025 Taxable Value per \$1,000 ⁽²⁾	\$4,715,156
Total EMS MSTU Budget ⁽³⁾	\$3,883,245
Calculated EMS MSTU (mils)⁽⁴⁾	0.8236

1) Source: Columbia County Property Appraiser

2) Countywide taxable value (Item 1) divided by 1,000

3) Source: Table 3

4) Total EMS MSTU budget (Item 3) divided by taxable value per \$1,000 (Item 2)

Table 7
Columbia County EMS MSTU Millage Rate Calculation; Scenario 2

Variable	Figure
2025 Taxable Value - Countywide ⁽¹⁾	\$4,715,155,990
2025 Taxable Value per \$1,000 ⁽²⁾	\$4,715,156
Total EMS MSTU Budget ⁽³⁾	\$5,595,245
Calculated EMS MSTU (mils)⁽⁴⁾	1.1867

1) Source: Columbia County Property Appraiser

2) Countywide taxable value (Item 1) divided by 1,000

3) Source: Table 4

4) Total EMS MSTU budget (Item 3) divided by taxable value per \$1,000 (Item 2)

Table 8
Columbia County EMS MSTU Millage Rate Calculation; Scenario 2

Variable	Figure
2025 Taxable Value - Countywide ⁽¹⁾	\$4,715,155,990
2025 Taxable Value per \$1,000 ⁽²⁾	\$4,715,156
Total EMS MSTU Budget ⁽³⁾	\$1,718,584
Calculated EMS MSTU (mils)⁽⁴⁾	0.3645

1) Source: Columbia County Property Appraiser

2) Countywide taxable value (Item 1) divided by 1,000

3) Source: Table 5

4) Total EMS MSTU budget (Item 3) divided by taxable value per \$1,000 (Item 2)

**Appendix A:
Columbia County Sheriff's Office Budget Details**

Appendix A: Sheriff's Office Budget Detail

Table A-1
Columbia County Sheriff's Office FY 2026 Projected Budget

Account Number	Description	2026 Projected
ADMIN LE		
001-521-01-110	EXECUTIVE SALARY	\$208,491
001-521-01-120	REGULAR SALARIES	\$991,063
001-521-01-140	OVERTIME	\$3,500
001-521-01-210	F.I.C.A. TAXES	\$91,918
001-521-01-221	RETIREMENT- EMPLOYEES	\$348,500
001-521-01-230	LIFE & HEALTH INSURANCE	\$215,000
001-521-01-240	WORKERS COMPENSATION INSURANCE	\$21,580
001-521-01-313	PRE-EMPLOYMENT SCREENINGS	\$28,000
001-521-01-319	OTHER PROFESSIONAL SERVICES	\$4,000
001-521-01-390	TRAINING	\$5,500
001-521-01-400	TRAVEL & PER DIEM	\$13,500
001-521-01-410	COMMUNICATION SERVICES	\$58,000
001-521-01-421	POSTAGE	\$5,100
001-521-01-423	FUEL, LUBE & OIL	\$12,425
001-521-01-450	INSURANCE	\$26,500
001-521-01-462	REPAIR/MAINT-VEHICLES	\$100,000
001-521-01-466	REPAIR/MAINT-RADIOS	\$1,500
001-521-01-469	REPAIR/MAINT-OTHERS	\$10,000
001-521-01-491	LEGAL ADVERTISEMENTS	\$250
001-521-01-519	OFFICE SUPPLIES- OTHERS	\$10,000
001-521-01-520	OPERATING SUPPLIES	\$55,000
001-521-01-544	DUES/MEMBERSHIPS	\$6,500
001-521-01-570	UNIFORMS- PURCHASE/MAINT.	\$4,500
001-521-01-710	PRINCIPAL	\$5,900
001-521-01-720	INTEREST	\$1,200
PATROL-LE		
001-521-02-120	REGULAR SALARIES	\$3,054,133
001-521-02-140	OVERTIME	\$215,000
001-521-02-150	SPECIAL DETAIL	\$300,000
001-521-02-210	F.I.C.A. TAXES	\$247,437
001-521-02-221	RETIREMENT- EMPLOYEES	\$1,118,317
001-521-02-230	LIFE & HEALTH INSURANCE	\$514,500
001-521-02-240	WORKERS COMPENSATION INSURANCE	\$140,000
001-521-02-345	K-9 CARE	\$8,000
001-521-02-390	TRAINING	\$6,500
001-521-02-400	TRAVEL & PER DIEM	\$6,500
001-521-02-410	COMMUNICATION SERVICES	\$55,500
001-521-02-423	FUEL, LUBE & OIL	\$300,000

Table A-1 (continued)
Columbia County Sheriff's Office FY 2026 Projected Budget

Account Number	Description	2026 Projected
PATROL-LE		
001-521-02-430	UTILITY SERVICES	\$8,000
001-521-02-441	RENTALS/LEASES-OFF EQUIP	\$115,500
001-521-02-450	INSURANCE	\$147,000
001-521-02-462	REPAIR/MAINT-VEHICLES	\$135,000
001-521-02-469	REPAIR/MAINT-OTHERS	\$3,000
001-521-02-519	OFFICE SUPPLIES- OTHERS	\$500
001-521-02-520	OPERATING SUPPLIES	\$45,000
001-521-02-521	AMMUNITION	\$25,000
001-521-02-544	DUES/MEMBERSHIPS	\$4,500
001-521-02-570	UNIFORMS- PURCHASE/MAINT.	\$25,500
001-521-02-644	VEHICLES	\$366,000
001-521-02-649	OTHER EQUIPMENT	\$50,000
001-521-02-710	PRINCIPAL	\$3,600
001-521-02-720	INTEREST	\$600
INVESTIGATIONS-LE		
001-521-03-120	REGULAR SALARIES	\$1,004,618
001-521-03-140	OVERTIME	\$40,000
001-521-03-210	F.I.C.A. TAXES	\$80,086
001-521-03-221	RETIREMENT- EMPLOYEES	\$353,071
001-521-03-230	LIFE & HEALTH INSURANCE	\$168,000
001-521-03-240	WORKERS COMPENSATION INSURANCE	\$35,000
001-521-03-345	ANIMAL SERVICES	\$1,000
001-521-03-350	INVESTIGATION EXPENSE	\$7,000
001-521-03-390	TRAINING	\$3,500
001-521-03-400	TRAVEL & PER DIEM	\$6,500
001-521-03-410	COMMUNICATION SERVICES	\$15,500
001-521-03-423	FUEL, LUBE & OIL	\$37,600
001-521-03-450	INSURANCE	\$42,200
001-521-03-462	REPAIR/MAINT-VEHICLES	\$15,000
001-521-03-519	OFFICE SUPPLIES- OTHERS	\$1,500
001-521-03-520	OPERATING SUPPLIES	\$7,500
001-521-03-521	AMMUNITION	\$2,500
001-521-03-544	DUES/MEMBERSHIPS	\$2,000
001-521-03-570	UNIFORMS- PURCHASE/MAINT.	\$3,500
001-521-03-710	PRINCIPAL	\$2,900
001-521-03-720	INTEREST	\$650
CIVIL-LE		
001-521-04-120	REGULAR SALARIES	\$300,359
001-521-04-140	OVERTIME	\$10,000
001-521-04-210	F.I.C.A. TAXES	\$23,742
001-521-04-221	RETIREMENT- EMPLOYEES	\$95,838
001-521-04-230	LIFE & HEALTH INSURANCE	\$52,500

Table A-1 (continued)
Columbia County Sheriff's Office FY 2026 Projected Budget

Account Number	Description	2026 Projected
CIVIL-LE		
001-521-04-240	WORKERS COMPENSATION INSURANCE	\$10,000
001-521-04-319	OTHER PROFESSIONAL SERVICES	\$2,700
001-521-04-390	TRAINING	\$2,500
001-521-04-400	TRAVEL & PER DIEM	\$2,000
001-521-04-410	COMMUNICATION SERVICES	\$11,000
001-521-04-421	POSTAGE	\$1,200
001-521-04-423	FUEL, LUBE & OIL	\$8,000
001-521-04-450	INSURANCE	\$11,000
001-521-04-462	REPAIR/MAINT-VEHICLES	\$3,000
001-521-04-519	OFFICE SUPPLIES- OTHERS	\$1,000
001-521-04-520	OPERATING SUPPLIES	\$2,500
001-521-04-544	DUES/MEMBERSHIPS	\$500
001-521-04-570	UNIFORMS- PURCHASE/MAINT.	\$2,500
001-521-04-710	PRINCIPAL	\$3,700
001-521-04-720	INTEREST	\$900
EVIDENCE-LE		
001-521-05-120	REGULAR SALARIES	\$228,293
001-521-05-140	OVERTIME	\$3,500
001-521-05-210	F.I.C.A. TAXES	\$17,579
001-521-05-221	RETIREMENT- EMPLOYEES	\$48,225
001-521-05-230	LIFE & HEALTH INSURANCE	\$63,000
001-521-05-240	WORKERS COMPENSATION INSURANCE	\$1,400
001-521-05-390	TRAINING	\$1,000
001-521-05-400	TRAVEL & PER DIEM	\$1,500
001-521-05-410	COMMUNICATION SERVICES	\$5,000
001-521-05-423	FUEL, LUBE & OIL	\$3,000
001-521-05-450	INSURANCE	\$9,200
001-521-05-462	REPAIR/MAINT-VEHICLES	\$750
001-521-05-519	OFFICE SUPPLIES- OTHERS	\$250
001-521-05-520	OPERATING SUPPLIES	\$5,000
001-521-05-544	DUES/MEMBERSHIPS	\$250
001-521-05-570	UNIFORMS- PURCHASE/MAINT.	\$100
001-521-05-710	PRINCIPAL	\$3,700
001-521-05-720	INTEREST	\$300
COMMUNICATIONS-LE		
001-521-06-120	REGULAR SALARIES	\$134,423
001-521-06-140	OVERTIME	\$3,000
001-521-06-210	F.I.C.A. TAXES	\$10,500
001-521-06-221	RETIREMENT - EMPLOYEES	\$36,000
001-521-06-230	LIFE & HEALTH INSURANCE	\$21,000
001-521-06-240	WORKERS COMPENSATION INSURANCE	\$2,500
001-521-06-410	COMMUNICATION SERVICES	\$14,500

Table A-1 (continued)
Columbia County Sheriff's Office FY 2026 Projected Budget

Account Number	Description	2026 Projected
DRUG TASK FORCE-LE		
001-521-08-120	REGULAR SALARIES	\$387,856
001-521-08-140	OVERTIME	\$78,000
001-521-08-210	F.I.C.A. TAXES	\$29,671
001-521-08-221	RETIREMENT- EMPLOYEES	\$135,220
001-521-08-230	LIFE & HEALTH INSURANCE	\$63,000
001-521-08-240	WORKERS COMPENSATION INSURANCE	\$15,700
001-521-08-390	TRAINING	\$1,000
001-521-08-400	TRAVEL & PER DIEM	\$1,200
001-521-08-410	COMMUNICATION SERVICES	\$13,500
001-521-08-423	FUEL, LUBE & OIL	\$16,000
001-521-08-441	RENTALS/LEASES-OFF EQUIP	\$500
001-521-08-450	INSURANCE	\$20,200
001-521-08-462	REPAIR/MAINT-VEHICLES	\$2,500
001-521-08-469	REPAIR/MAINT-OTHERS	\$4,500
001-521-08-520	OPERATING SUPPLIES	\$2,500
001-521-08-544	DUES/MEMBERSHIPS	\$550
001-521-08-570	UNIFORMS- PURCHASE/MAINT.	\$1,000
001-521-08-710	PRINCIPAL	\$2,000
001-521-08-720	INTEREST	\$300
SCHOOL RESOURCES-LE		
001-521-09-120	REGULAR SALARIES	\$1,392,478
001-521-09-140	OVERTIME	\$30,000
001-521-09-210	F.I.C.A. TAXES	\$108,820
001-521-09-221	RETIREMENT- EMPLOYEES	\$472,672
001-521-09-230	LIFE & HEALTH INSURANCE	\$231,000
001-521-09-240	WORKERS COMPENSATION INSURANCE	\$45,000
001-521-09-390	TRAINING	\$8,500
001-521-09-400	TRAVEL & PER DIEM	\$13,000
001-521-09-410	COMMUNICATION SERVICES	\$18,000
001-521-09-423	FUEL, LUBE & OIL	\$27,000
001-521-09-450	INSURANCE	\$66,000
001-521-09-462	REPAIR/MAINT-VEHICLES	\$10,000
001-521-09-520	OPERATING SUPPLIES	\$2,500
001-521-09-544	DUES/MEMBERSHIPS	\$1,750
001-521-09-570	UNIFORMS- PURCHASE/MAINT.	\$6,500
IT-LE		
001-521-11-390	TRAINING	\$800
001-521-11-400	TRAVEL & PER DIEM	\$1,000
001-521-11-410	COMMUNICATION SERVICES	\$23,000
001-521-11-423	FUEL, LUBE & OIL	\$2,000
001-521-11-520	OPERATING SUPPLIES	\$15,000
001-521-11-542	COMPUTER MAINTENANCE SUBSCRIPTIONS	\$415,000

Table A-1 (continued)
Columbia County Sheriff's Office FY 2026 Projected Budget

Account Number	Description	2026 Projected
IT-LE		
001-521-11-649	OTHER EQUIPMENT	\$125,000
COMMUNITY SRVS-LE		
001-521-12-120	REGULAR SALARIES	\$339,612
001-521-12-140	OVERTIME	\$5,100
001-521-12-210	F.I.C.A. TAXES	\$26,370
001-521-12-221	RETIREMENT - EMPLOYEES	\$96,684
001-521-12-230	LIFE & HEALTH INSURANCE	\$42,000
001-521-12-240	WORKERS COMPENSATION INSURANCE	\$12,000
001-521-12-390	TRAINING	\$1,500
001-521-12-400	TRAVEL & PER DIEM	\$1,000
001-521-12-410	COMMUNICATION SERVICES	\$4,500
001-521-12-423	FUEL, LUBE & OIL	\$10,500
001-521-12-450	INSURANCE	\$38,500
001-521-12-462	REPAIR/MAINT-VEHICLES	\$3,500
001-521-12-480	PUBLIC EDUCATION	\$1,500
001-521-12-520	OPERATING SUPPLIES	\$8,500
001-521-12-521	AMMUNITION	\$1,500
001-521-12-544	DUES/MEMBERSHIPS	\$500
001-521-12-570	UNIFORMS-PURCHASE/MAINT.	\$3,800
001-521-12-710	PRINCIPAL	\$660
001-521-12-720	INTEREST	\$130
JUDICIAL-JUDICIAL		
001-521-13-120	REGULAR SALARIES	\$579,638
001-521-13-140	OVERTIME	\$18,000
001-521-13-210	F.I.C.A. TAXES	\$45,719
001-521-13-221	RETIREMENT-EMPLOYEES	\$198,407
001-521-13-230	LIFE & HEALTH INSURANCE	\$94,500
001-521-13-240	WORKERS COMPENSATION INSURANCE	\$18,000
001-521-13-400	TRAVEL & PER DIEM	\$1,000
001-521-13-410	COMMUNICATION SERVICES	\$8,200
001-521-13-423	FUEL, LUBE & OIL	\$10,000
001-521-13-450	INSURANCE	\$18,000
001-521-13-462	REPAIR/MAINT-VEHICLES	\$5,000
001-521-13-519	OFFICE SUPPLIES-OTHERS	\$500
001-521-13-520	OPERATING SUPPLIES	\$1,000
001-521-13-521	AMMUNITION	\$1,000
001-521-13-544	DUES/MEMBERSHIPS	\$1,000
001-521-13-570	UNIFORMS-PURCHASE/MAINT	\$2,500
001-521-13-710	PRINCIPAL	\$2,000
001-521-13-720	INTEREST	\$500
WARRANTS-LE		
001-521-14-120	REGULAR SALARIES	\$111,865

Table A-1 (continued)
Columbia County Sheriff's Office FY 2026 Projected Budget

Account Number	Description	2026 Projected
WARRANTS-LE		
001-521-14-210	F.I.C.A. TAXES	\$8,577
001-521-14-221	RETIREMENT-EMPLOYEES	\$15,730
001-521-14-230	LIFE & HEALTH INSURANCE	\$31,500
001-521-14-240	WORKERS COMPENSATION INSURANCE	\$250
001-521-14-450	INSURANCE	\$3,000
001-521-14-520	OPERATING SUPPLIES	\$800
001-521-14-544	DUES/MEMBERSHIPS	\$100
DETENTION-DETENTION		
001-523-07-120	REGULAR SALARIES & WAGES	\$3,545,796
001-523-07-140	OVERTIME	\$180,000
001-523-07-210	F.I.C.A. TAXES	\$278,138
001-523-07-221	RETIREMENT- EMPLOYEES	\$1,201,070
001-523-07-230	LIFE & HEALTH INSURANCE	\$609,000
001-523-07-240	WORKERS COMPENSATION INSURANCE	\$95,300
001-523-07-311	CARE-PRISONERS (HOSPITAL)	\$350,000
001-523-07-312	MEDICAL SERV (HUNT INS)	\$110,000
001-523-07-319	PROF SERV (MHATRE/DELEON)	\$100,000
001-523-07-340	OTHER CONTRACTUAL SERVICES	\$45,000
001-523-07-390	TRAINING	\$3,500
001-523-07-400	TRAVEL & PER DIEM	\$3,200
001-523-07-410	COMMUNICATION SERVICES	\$50,000
001-523-07-421	POSTAGE	\$1,000
001-523-07-423	GAS/LUBE/OIL	\$21,000
001-523-07-430	UTILITY SERVICES	\$400
001-523-07-450	INSURANCE	\$76,000
001-523-07-462	REPAIR & MAINT- VEHICLES	\$6,500
001-523-07-469	REPAIR & MAINT- OTHER	\$10,000
001-523-07-519	OFFICE SUPPLIES- OTHER	\$10,000
001-523-07-520	OPERATING SUPPLIES	\$135,000
001-523-07-521	AMMUNITION	\$1,500
001-523-07-525	JAIL FOOD	\$675,000
001-523-07-544	DUES\MEMBERSHIPS	\$5,600
001-523-07-570	UNIFORMS-PURCHASE/MAINT	\$12,000
001-523-07-649	OTHER EQUIPMENT	\$10,000
001-523-07-710	PRINCIPAL	\$7,300
001-523-07-720	INTEREST	\$1,900
Total		\$25,220,611
Total - Law Enforcement		\$16,671,443

Source: Columbia County Sheriff's Office

**Appendix B:
Columbia County Emergency Medical Services
Budget Details**

Appendix B: Emergency Medical Services Budget Details

Table B-1
Columbia County EMS Budget; Scenario 1

Description	Budget
FIRE RESCUE 2 AMBULANCES	
102-2200-522.10-12 SALARIES	\$1,055,000
102-2200-522.10-21 FICA TAXES	\$80,708
102-2200-522.10-22 RETIREMENT	\$344,690
102-2200-522.10-23 HEALTH & LIFE INS	\$146,000
102-2200-522.10-24 WORKERS COMPENSATION	\$54,650
OPERATING EXPENDITURES	
102-2200-522.30-31 PROFESSIONAL SERVICES	\$10,000
102-2200-522.30-34 CONTRACTUAL SERVICES	\$25,000
102-2200-522.30-40 TRAVEL & PER DIEM	\$6,000
102-2200-522.30-41 COMMUNICATIONS	\$25,000
102-2200-522.30-42 POSTAGE	\$500
102-2200-522.30-43 UTILITIES	\$15,000
102-2200-522.30-44 RENTALS & LEASES	\$4,000
102-2200-522.30-46 REPAIR & MAINTENANCE	\$75,000
102-2200-522.30-47 PRINTING & LEGAL ADS	\$500
102-2200-522.30-51 OFFICE SUPPLIES	\$1,000
102-2200-522.30-52 OPERATING SUPPLIES	\$75,000
102-2200-522.30-54 SUBSCRIPTIONS & DUES	\$5,000
102-2200-522.30-55 TRAINING	\$10,000
102-2200-522.30-56 GAS & OIL	\$50,000
102-2200-522.30-64 NON-CAPITAL EQUIPMENT	\$40,000
CAPITAL OUTLAY	
102-2200-522.60-64 MACHINERY AND EQUIPMENT	\$1,600,000
TOTAL	\$3,623,048

Source: Columbia County

Table B-2
Columbia County EMS Budget; Scenario 2

Description	Budget
FIRE RESCUE 2 AMBULANCES	
102-2200-522.10-12 SALARIES	\$1,055,000
102-2200-522.10-21 FICA TAXES	\$80,708
102-2200-522.10-22 RETIREMENT	\$344,690
102-2200-522.10-23 HEALTH & LIFE INS	\$146,000
102-2200-522.10-24 WORKERS COMPENSATION	\$54,650
OPERATING EXPENDITURES	
102-2200-522.30-31 PROFESSIONAL SERVICES	\$10,000
102-2200-522.30-34 CONTRACTUAL SERVICES	\$25,000
102-2200-522.30-40 TRAVEL & PER DIEM	\$6,000
102-2200-522.30-41 COMMUNICATIONS	\$25,000
102-2200-522.30-42 POSTAGE	\$500
102-2200-522.30-43 UTILITIES	\$15,000
102-2200-522.30-44 RENTALS & LEASES	\$4,000
102-2200-522.30-46 REPAIR & MAINTENANCE	\$75,000
102-2200-522.30-47 PRINTING & LEGAL ADS	\$500
102-2200-522.30-51 OFFICE SUPPLIES	\$1,000
102-2200-522.30-52 OPERATING SUPPLIES	\$75,000
102-2200-522.30-54 SUBSCRIPTIONS & DUES	\$5,000
102-2200-522.30-55 TRAINING	\$10,000
102-2200-522.30-56 GAS & OIL	\$50,000
102-2200-522.30-64 NON-CAPITAL EQUIPMENT	\$40,000
CAPITAL OUTLAY	
102-2200-522.60-64 MACHINERY AND EQUIPMENT	\$1,600,000
PRIVATE AMBULANCE	
Yearly Fee	\$1,600,000
TOTAL	\$5,223,048

Source: Columbia County

Table B-3
Columbia County EMS Budget; Scenario 3

Description	Budget
PRIVATE AMBULANCE	
Yearly Fee	\$1,600,000
TOTAL	\$1,600,000

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

Today's Date: 6/5/2026 Meeting Date: 6/18/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

ORDINANCE NO. 2026-05 - Emergency Medical Services Municipal Service Taxing Unit (MSTU)

2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.

COLUMBIA COUNTY, FLORIDA

**EMERGENCY MEDICAL SERVICES
MUNICIPAL SERVICE TAXING UNIT**

ADOPTED June 18, 2026

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ATTACHMENT:

DESCRIPTION OF EMERGENCY MEDICAL SERVICES MUNICIPAL SERVICE TAXING UNIT	A-1
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ORDINANCE NO. 2026-05

AN ORDINANCE CREATING THE EMERGENCY MEDICAL SERVICES MUNICIPAL SERVICE TAXING UNIT FOR THE ENTIRE AREA OF COLUMBIA COUNTY, FLORIDA, INCLUDING THE INCORPORATED AREAS OF THE CITY OF LAKE CITY AND THE TOWN OF FORT WHITE; PROVIDING CERTAIN FINDINGS; PROVIDING DEFINITIONS; DESCRIBING THE BOUNDARIES OF THE EMERGENCY MEDICAL SERVICES MSTU; AUTHORIZING THE EMERGENCY MEDICAL SERVICES MSTU TO ANNUALLY LEVY AD VALOREM TAXES TO PROVIDE EMERGENCY MEDICAL SERVICES, FACILITIES AND PROGRAMS; AUTHORIZING A PLEDGE OF THE EMERGENCY MEDICAL SERVICES MSTU AD VALOREM TAX REVENUES TO THE RETIREMENT OF DEBT WHEN APPROVED BY THE ELECTORS OF THE EMERGENCY MEDICAL SERVICES MSTU AS PROVIDED BY GENERAL LAW; AUTHORIZING THE ISSUANCE OF DEBT UPON REFERENDUM APPROVAL; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

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

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

(A) Pursuant to Article VIII, Section 1(g) of the Florida Constitution, Sections 125.01 and 125.66, Florida Statutes, and the Home Rule Charter for Columbia County, Florida, the Board of County Commissioners (the "Board") of Columbia County, Florida (the "County"), has all powers of local self-government to perform county and municipal functions and to render services in a manner not inconsistent with general law and such power may be exercised by the enactment of county ordinances and resolutions.

(B) Section 125.01(1)(q), Florida Statutes, provides specific legislative authorization for counties to establish a municipal service taxing unit to fund essential facilities and municipal services, such as emergency medical services, facilities and

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

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

(D) The purpose of this Ordinance is to create the Emergency Medical Services Municipal Service Taxing Unit (the "EMS MSTU") to fund emergency medical services, facilities, and programs within the MSTU as established in Section 3 hereof.

(E) The County has determined that certain costs associated with emergency medical services, facilities, and programs including, but not necessarily limited to, personnel costs, salaries, operation costs, and capital costs associated with emergency medical services can be properly allocated between the incorporated and unincorporated areas of the county based upon the relative amounts of service provided within each area.

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

(G) The levy of millage on any parcel of property within EMS MSTU by all municipalities and all municipal service taxing units established by the County may not exceed 10 mills.

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

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

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

“County” means Columbia County, Florida.

“MSTU” means the Columbia County Emergency Medical Services Municipal Service Taxing Unit created pursuant to Section 3 hereof.

SECTION 3. CREATION. The Emergency Medical Services Municipal Service Taxing Unit is hereby created as a new taxing unit which shall be coterminous with the entire area of the County, including the incorporated areas of the City of Lake City and the Town of Fort White, existing on January 1, 2026, and the first day of January each year thereafter, as more particularly described in Attachment A.

SECTION 4. AUTHORIZATION OF AD VALOREM TAXES.

(A) The Board is hereby authorized to levy annual ad valorem taxes upon taxable real and personal property within the EMS MSTU beginning with the County budget for the fiscal year beginning October 1, 2026.

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

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

SECTION 5. PURPOSE AND AUTHORIZATION OF EXPENDITURES. The EMS MSTU is established for the provision of emergency medical services, facilities, and programs provided by or through Columbia County for the use and benefit of the property or persons within the boundaries of the EMS MSTU.

SECTION 6. BOND REFERENDUM. In the event the Board desires to pledge the MSTU's ad valorem tax to the retirement of debt issued for the purpose of financing EMS facilities and equipment, the Board shall cause a bond referendum election to be held in accordance with applicable provisions of general law. Upon approval at referendum, the Board shall have all powers necessary to issue bonds in accordance with Florida law.

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

SECTION 8. EFFECTIVE DATE. The Clerk shall file a certified copy of this Ordinance with the Department of State within ten days of its adoption. The Ordinance shall take effect as provided by law.

DULY ENACTED this 18th day of June, 2026.

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

Tim Murphy, Chairman

ATTEST:

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

APPROVED AS TO FORM:

By: _____
Joel F. Foreman
County Attorney

ATTACHMENT A

**DESCRIPTION OF
EMERGENCY MEDICAL SERVICES
MUNICIPAL SERVICE TAXING UNIT**

**EMERGENCY MEDICAL SERVICES
MUNICIPAL SERVICE TAXING UNIT**

The Emergency Medical Services Municipal Service Taxing Unit includes such lands lying within Columbia County, Florida, as described in Section 7.12, Florida Statutes, including the incorporated municipal limits of the municipalities of Lake City and Fort White.

BUSINESS IMPACT ESTIMATE FORM

Posted To Webpage June 5, 2026

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE CREATING THE EMERGENCY MEDICAL SERVICES MUNICIPAL SERVICE TAXING UNIT FOR THE ENTIRE AREA OF COLUMBIA COUNTY, FLORIDA, INCLUDING THE INCORPORATED AREAS OF THE CITY OF LAKE CITY AND THE TOWN OF FORT WHITE; PROVIDING CERTAIN FINDINGS; PROVIDING DEFINITIONS; DESCRIBING THE BOUNDARIES OF THE EMERGENCY MEDICAL SERVICES MSTU; AUTHORIZING THE EMERGENCY MEDICAL SERVICES MSTU TO ANNUALLY LEVY AD VALOREM TAXES TO PROVIDE EMERGENCY MEDICAL SERVICES, FACILITIES AND PROGRAMS; AUTHORIZING A PLEDGE OF THE EMERGENCY MEDICAL SERVICES MSTU AD VALOREM TAX REVENUES TO THE RETIREMENT OF DEBT WHEN APPROVED BY THE ELECTORS OF THE EMERGENCY MEDICAL SERVICES MSTU AS PROVIDED BY GENERAL LAW; AUTHORIZING THE ISSUANCE OF DEBT UPON REFERENDUM APPROVAL; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

Summary of the proposed ordinance and statement of public purpose:

The proposed ordinance will create an Emergency Medical Services Municipal Service Taxing Unit coterminous with the entire area of the County, including the municipalities of Lake City and Fort White, to fund essential emergency medical services, facilities and programs in accordance with Section 125.01, Florida Statutes. The proposed ordinance authorizes millage to be levied within the MSTU for the fiscal year commencing October 1, 2026, and future fiscal years in accordance with the County's annual budgeting and TRIM process. Revenues may be used for a range of emergency medical services-related costs, including but not limited to personnel, operations and capital costs. If the Columbia County Board of County Commissioners seeks to finance facilities or equipment through debt backed by MSTU revenues, voter approval via referendum will be required.

Part II.

Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County: *(fill out subsections a-c as applicable, if not applicable write "N/A")*

- a. Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

It is not expected that businesses will incur any direct compliance costs if the proposed ordinance is enacted.

- b. Identification of any new charges or fees on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

The proposed ordinance authorizes but does not impose any millage. Potential millage associated with Emergency Medical Services Municipal Service Taxing Unit must be voted on by the Columbia County Board of County Commissioners yearly during the budget and TRIM process. It is not known at this time what, if any, millage rate will be imposed.

- c. An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

If millage is imposed within the new MSTU to be created pursuant to the ordinance, the County would incur minimal costs to separately track and expend MSTU funds. These costs are expected to be minimal and the work easily absorbed by existing staff. The ordinance does not impose any new charges or fees on businesses. The proposed ordinance authorizes but does not impose any millage. Potential millage associated with Emergency Medical Services Municipal Service Taxing Unit must be voted on by the Columbia County Board of County Commissioners yearly during the budget and TRIM process. It is not known at this time what, if any, millage rate will be imposed.

Part III.

Good Faith Estimate of the number of businesses likely to be impacted by the ordinance:

All businesses located within the County that own real or tangible personal property would be included within the proposed MSTU.

Options for an EMS MSTU

		Proposed Millage	Proposed Millage Reduction	Net Millage Increase
Option 1	Contract with AmeriPro Only	0.3645	0.3645	0
	Net Tax Burden on \$200,000 home		\$ -	
Option 2	Contract and Staffing - No Ambulance Purchase	0.8236	0.3645	0.4591
	Net Tax Burden on \$200,000 home		\$ 91.82	
Option 3	Contract, Staff and Ambulances	1.1867	0.3645	0.8222
	Net Tax Burden on \$200,000 home		\$ 164.44	



Board of County Commissioners

Special Meeting

June 10, 2026

Funding EMS

1. No Action – Keep current service and funding at \$1,600,000
2. EMS MSTU – 3 options/Straw poll on ballot in 2026
3. Sales Tax – Place on ballot in 2028 and implement in 2029
4. Use EMS MSTU until Sales Tax referendum
5. Fund from existing budget/budget cuts

Public Hearing on June 18, 2026, at 5:30 pm



Impact of EMS MSTU

Only fund contract with AmeriPro

EMS MSTU .3645 mil
 County Tax Reduction .3645 mil
 Net Tax Increase 0 mil

Proposed MSTU with Ambulance Purchase and AmeriPro Contract					
Home Value	Value of 1 mil		Full EMS MSTU	Reduction in County Tax - Contract Only	Net New Annual Tax Burden
		Proposed Millage	1.1867	0.3645	
\$100,000	\$ 100		\$ 118.67	\$ 36.45	\$ 82.22
\$200,000	\$ 200		\$ 237.34	\$ 72.90	\$ 164.44
\$300,000	\$ 300		\$ 356.01	\$ 109.35	\$ 246.66
MSTU Without Ambulance Purchase					
Home Value	Value of 1 mil		EMS MSTU - No Capital \$	Reduction in County Tax - Contract Only	Net New Annual Tax Burden
		Proposed Millage	0.8236	0.3645	
\$100,000	\$ 100		\$ 82.36	\$ 36.45	\$ 45.91
\$200,000	\$ 200		\$ 164.72	\$ 72.90	\$ 91.82
\$300,000	\$ 300		\$ 247.08	\$ 109.35	\$ 137.73
One mil = \$1 of tax for every \$1,000 of taxable value or \$0.001					



Lake Shore Hospital Authority

Re: Request to Purchase 3 EMS Units – Lake Shore Hospital Authority

Dear David:

Thank you and your staff for having attended the Lake Shore Hospital Authority (LSHA) Board of Trustees meeting on June 8, 2026, to discuss and explain the Columbia County Board of County Commissioners request for LSHA to purchase 3 EMS Units. As explained by you and your staff, the 3 EMS Units are needed to enhance overall EMS response times within Columbia County. As a final vote was not taken by the Trustees on the request, I am providing this letter to ensure the County Commission understands the Trustees' comments regarding the county's request.

LSHA Concerns:

County finalize EMS Plan
Sustainable Funding
Staffing Plan

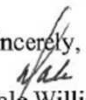
Interlocal Agreement

Individual Trustees expressed during the meeting a willingness and desire to assist the county with the purchase of 3 EMS Units at a cost of \$1,629,335. Final approval from the Trustees to fund the 3 EMS Units is contingent upon the county finalizing its proposed EMS plan. It is expected by the Trustees that the County Commission's approval of the proposed EMS plan will include discussion and thought on the sustainability of the county's plan given the current economic climate and the need for a secure funding source. In addition, it is suggested by the Trustees that the EMS plan approved will have considered the county's ability to hire the necessary staff for the proposed plan in the existing market.

In addition to the above, LSHA Trustees have requested an opinion on the legality of utilizing LSHA funds as requested by the county. Todd Kennon, LSHA Attorney indicated he would discuss his thoughts regarding this with Joel Foreman, County Attorney. It is anticipated that an Interlocal Agreement between Columbia County and LSHA will be necessary to complete this transaction.

Again, thank you for your discussion and explanation regarding this matter. Please call should I be of further assistance.

Sincerely,


Dale Williams
Executive Director



Emergency Medical Services MSTU

Updated Columbia County Information

Department	EMS Calls in 2025	Average Response Time	Number of Ambulances	Employees	Budget	Coverage area	Population	Calls per unit (year)
Baker County FR	3862	8m 47sec	3 ALS with 2 back ups	35	\$3,200,000	585sq miles	30,891	1,287
Bradford County FR	6,075	9m 11sec	4 ALS	24	\$4,422,500	300sq miles	28,000	1,518
Dixie County FR	5,097	12m 8sec	4 ALS	53	\$16,509,376	704sq miles	18,000	1,274
Gadsden County EMS	8,637	11m 19sec	6 ALS and 2 QRV's	70	\$5,331,724	516sq miles	44,250	1,439
Gilchrest County FR	3,719	12m	4 ALS	28	\$4,232,522	350sq miles	18,000	929
Jefferson County FR	2769	9m 23sec	3 ALS with a 4th available	20	\$1,635,000	637sq miles	15,000	923
Nassau County FR	8,978	8.9m urban, 9.4m rural	9 ALS	171	\$15,416,361	726sq miles	100,000	997
Putnam County FR	13,881	10m 03sec	9 ALS	120	\$11,546,676	827sq miles	74,000	1,542
Suwannee County FR	7,242	10m 39sec	5 ALS	75	\$11,978,368	688sq miles	48,981	1,448
Union County EMS	2639	9m 42sec	2 ALS	12	\$2,700,000	250sq miles	15,000	1,319
Columbia	15,001	14m55sec	5.5	60/0	\$ 11,521,506	801sq miles	73,000	2,727
Hamilton County FR	2,750	8m 20sec	3 ALS	20	\$1.5 Million	519sq miles	14,000	916



Columbia County Fire and Rescue

➤ Adopted Budget:

• County Fire Services (Adopted)	\$8,595,667
• Fire Coop Agreements (Adopted)	\$ 24,100
• Community Paramedicine (Adopted Opioid)	\$1,301,739

CCFR has 3 ALS Engines

Ft White
Suwannee Valley
Pinemount

• Contract for EMS (FY 2026-27 in General Fund)	\$1,600,000
• Total	\$11,521,506

➤ Fire Specific Revenues

• Fire Assessment (Adopted)	\$7,601,140
• Delinquent/Partial Assessment (Adopted)	\$ 55,000
• Opioid Settlement Funding (Adopted)	\$1,301,739
• Public Safety EMS Grant	\$ 22,629
• Small County Surtax	\$ 940,998

• General Fund Ad Valorem (FY 2026-27)	\$1,600,000
• Total	\$11,521,506



EMS FAQ

RFP 2024-A

4 responses

American Medical Response	\$2,155,000.00
RG Ambulance Services(Century)	\$2,218,147.54

- Columbia County Calls 15,001
- Putnam County Calls 13,881
- Nassau County Calls 8,972

➤ Calls for service received in 2025:

• Interstate	1,816
• Hotels	3,606
• Truck Stops	554
• <u>Parks</u>	<u>1,681</u>
• Total	7,657



Columbia County

Law Enforcement & Emergency Medical Services MSTU Study

DRAFT Technical Report
May 20, 2026

Prepared for:

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COLUMBIA COUNTY

LAW ENFORCEMENT & EMS MSTU STUDY

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Appendix A: Sheriff's Office Budget Details

Appendix B: Emergency Medical Services Budget Details

COLUMBIA COUNTY

LAW ENFORCEMENT & EMS MSTU STUDY

I. Introduction

Located in north central Florida, Columbia County is home to approximately 72,000 residents. The Columbia County Sheriff's Office (CCSO) provides law enforcement (unincorporated county & the Town of Fort White) and corrections services (countywide). Emergency medical services (EMS) are provided on a countywide basis and the County currently is using an outside contractor for this service.

The Sheriff's budget is primarily funded through the County's General Fund. At this time, Columbia County is interested in developing a Municipal Service Taxing Unit (MSTU) program to help fund portion of the Sheriff's budget related to law enforcement services.

Until recently, EMS budget was funded through transport fees. However, with recent cost increases and a need for additional capital and personnel, transport fee revenues are not longer sufficient to fund the EMS budget. For this reason, the County is also considering establishing an MSTU for EMS services for three budget options.

An MSTU is a geographically defined unit within which property taxes can be levied for funding of certain municipal services. Per F.S. 125.01(1)(q), the Board of County Commissioners (BCC) have the power to establish an MSTU for any part of the unincorporated Columbia County, or within a municipality with the consent of the municipality, for benefits received from law enforcement or EMS provided by the County.

This technical report provides preliminary findings of the study, which will be refined based on input from the County.

II. Legal Requirements

Section 125.01(1)(q), Florida Statutes, empowers all counties to establish MSTUs, which does not go against the county's constitutional 10-mil tax cap. MSTUs are created by ordinance and can be used for capital or operating expenses. A County can create as many MSTUs as necessary to provide municipal services to a specific area, up to an additional 10 mils; however, the millage rate within each individual MSTU needs to be the same for all residents. Revenues generated within an MSTU must be spent within the MSTU and cannot be transferred.

DRAFT

III. Law Enforcement MSTU Calculations

There are two components in determining the maximum defensible law enforcement MSTU millage rate:

- Determination of law enforcement MSTU eligible budget; and
- Calculation of equivalent MSTU millage for the law enforcement service area (unincorporated county and Town of Fort White).

These two components are discussed in further detail below, resulting in the calculated law enforcement MSTU millage rate within law enforcement service area.

Law Enforcement MSTU Eligible Budget

The first component in determining the County's maximum MSTU millage rate is to calculate the total eligible budget. To accomplish this, the Columbia County Sheriff's Office provided FY 2026 projected budget associated with law enforcement services, including personnel, operating, and capital expenditures. As shown in **Table 1**, expenditures directly related to law enforcement services amount to approximately \$17.8 million.

Columbia County's total law enforcement MSTU funding requirement for FY 2027 is \$17.8 million.

Once the total direct expenditures are determined, two additional adjustments are needed to determine the total law enforcement MSTU budget.

- Any dedicated revenues, such as grants, etc. need to be excluded from the total law enforcement MSTU budget. Information provided from the Sheriff's Office indicated that the budget provided already excluded these items.
- Miscellaneous expenditures related to the law enforcement MSTU program include the cost of the technical study and statutory discount that accounts for up to five (5) percent revenue loss due to early payments and delinquencies. An additional two (2) percent was added to offset the fees paid to the tax collector's office. In the case of the technical study, it is assumed that the County will update the study every five years.

Table 1
Columbia County Law Enforcement MSTU Eligible Budget

Description	2026 Projected
Law Enforcement Expenditures⁽¹⁾	
Admin	\$2,227,927
Patrol	\$6,895,087
Investigations	\$1,829,625
Civil	\$544,939
Evidence	\$392,047
Communications	\$221,923
Drug Task Force	\$775,197
School Resources	\$2,433,220
Information Technology	\$581,800
Community Services	\$597,856
Warrants	\$171,822
Total Expenditures	\$16,671,443
Miscellaneous Expenditures	
Technical Study ⁽²⁾	\$6,153
Tax Collector ⁽³⁾	\$333,552
Statutory Discount ⁽⁴⁾	\$833,880
Total MSTU Eligible Expenditures	\$17,845,028

1) Source: Appendix A, Table A-1

2) Technical study cost associated with the County to update the study every five years

3) Sum of the Total Expenditures and the Technical Study cost (Item 2), multiplied by two percent to account for payment collected by the Tax Collector

4) Sum of the Total Expenditures and the Technical Study cost (Item 2), multiplied by five percent. The County has the legal right to add up to 5% for reimbursement, which includes 4% to offset statutory discounts received for early payment pursuant to the Uniform Assessment Collection Act and 1% reserve for delinquencies and under-collection.

Law Enforcement MSTU Millage Calculation

The second component in determining the law enforcement MSTU millage rate involves calculating the millage needed to recover the eligible budget from Table 1. **Table 2** presents this conversion and is determined through the following steps:

1. The total 2025 taxable value in unincorporated county and the Town of Fort White was provided by the Columbia County Property Appraiser. The total taxable value includes only eligible properties located in unincorporated Columbia County and the Town of Fort White, amounting to approximately \$3.5 billion, or \$3.5 million per \$1,000 of property value.
2. The second step in calculating the maximum law enforcement MSTU millage rate is to divide the total law enforcement eligible budget (\$17.8 million) by the total taxable value per \$1,000 (\$3.5 million). As shown, the calculated law enforcement MSTU totals 5.0635 mils, representing the calculated levy that the County can collect.

Table 2
Columbia County Law Enforcement MSTU Millage Rate Calculation

Variable	Figure
2025 Taxable Value - Uninc/Ft White ⁽¹⁾	\$3,524,262,742
2025 Taxable Value per \$1,000 ⁽²⁾	\$3,524,263
Total Law Enforcement MSTU Budget ⁽³⁾	\$17,845,028
Calculated Law Enforcement MSTU (mils)⁽⁴⁾	5.0635

1) Source: Columbia County Property Appraiser

2) Taxable value for the unincorporated county/Ft White (Item 1) divided by 1,000

3) Source: Table 1

4) Total Law Enforcement MSTU budget (Item 3) divided by taxable value per \$1,000 (Item 2)

IV. Emergency Medical Services MSTU Calculations

Similar to Law Enforcement MSTU, there are two components in determining the maximum defensible EMS MSTU millage rate:

- Determination of EMS MSTU eligible budget; and
- Calculation of equivalent MSTU millage in the Columbia County.

These two components are discussed in further detail below, resulting in the calculated EMS MSTU millage rates for three budget options within Columbia County.

EMS MSTU Eligible Budget

The first component in determining the County's maximum MSTU millage rate is to calculate the total eligible budget. To accomplish this, the FY 2026 projected EMS budget was reviewed, including personal services, operating, capital outlay, and private ambulance expenditures. Based on information provided by Columbia County, millage rates were developed for potential MSTU funding of the following budget options:

Columbia County's total EMS MSTU funding requirement for FY 2027 is between \$1.72 million and \$5.60 million.

- 1) Scenario 1: County EMS services, including two ambulances and three advanced life support (ALS) engines;
- 2) Scenario 2: County EMS service (two ambulance & three ALS engines) and private ambulance services; and
- 3) Scenario 3: Private ambulance services only.

As shown in **Tables 3 through 5**, budgets directly related to EMS services range from approximately \$1.72 million to \$5.60 million.

Once the total direct expenditures are determined, two additional adjustments are needed to determine the total law enforcement MSTU budget.

- Any dedicated revenues need to be excluded from the total EMS MSTU budget. Information provided from the County indicated that the budget provided already excludes these items.

- Miscellaneous expenditures related to the EMS MSTU program include the cost of the technical study and statutory discount that accounts for up to five (5) percent revenue loss due to early payments and delinquencies. An additional two (2) percent was added to offset the fees paid to the Tax Collector's office. In the case of the technical study, it is assumed that the County will update the study every five years.

Table 3
Columbia County EMS MSTU Eligible Budget; Scenario 1

Description	2026 Projected
EMS Expenditures⁽¹⁾	
Personal Services	\$1,681,048
Operating Expenditures	\$342,000
Capital Outlay	\$1,600,000
Total Expenditures	\$3,623,048
Miscellaneous Expenditures	
Technical Study ⁽²⁾	\$6,153
Tax Collector ⁽³⁾	\$72,584
Statutory Discount ⁽⁴⁾	\$181,460
Total MSTU Eligible Expenditures	\$3,883,245

1) Source: Appendix B, Table B-1

2) Technical study cost assuming the County will update the study every five years

3) Sum of the Total Expenditures and the Technical Study cost (Item 2), multiplied by two percent to account for payment collected by the Tax Collector

4) Sum of the Total Expenditures and the Technical Study cost (Item 2), multiplied by five percent. The County has the legal right to add up to 5% for reimbursement, which includes 4% to offset statutory discounts received for early payment pursuant to the Uniform Assessment Collection Act and 1% reserve for delinquencies and under-collection.

Table 4
Columbia County EMS MSTU Eligible Budget; Scenario 2

Description	2026 Projected
EMS Expenditures⁽¹⁾	
Personal Services	\$1,681,048
Operating Expenditures	\$342,000
Capital Outlay	\$1,600,000
Private Ambulance	<u>\$1,600,000</u>
Total Expenditures	\$5,223,048
Miscellaneous Expenditures	
Technical Study ⁽²⁾	\$6,153
Tax Collector ⁽³⁾	\$104,584
Statutory Discount ⁽⁴⁾	<u>\$261,460</u>
Total MSTU Eligible Expenditures	\$5,595,245

1) Source: Appendix B, Table B-2

2) Technical study cost assuming the County will update the study every five years

3) Sum of the Total Expenditures and the Technical Study cost (Item 2), multiplied by two percent to account for payment collected by the Tax Collector

4) Sum of the Total Expenditures and the Technical Study cost (Item 2), multiplied by five percent. The County has the legal right to add up to 5% for reimbursement, which includes 4% to offset statutory discounts received for early payment pursuant to the Uniform Assessment Collection Act and 1% reserve for delinquencies and under-collection

Table 5
Columbia County EMS MSTU Eligible Budget; Scenario 3

Description	2026 Projected
EMS Expenditures⁽¹⁾	
Private Ambulance	\$1,600,000
Total Expenditures	\$1,600,000
Miscellaneous Expenditures	
Technical Study ⁽²⁾	\$6,153
Tax Collector ⁽³⁾	\$32,123
Statutory Discount ⁽⁴⁾	\$80,308
Total MSTU Eligible Expenditures	\$1,718,584

1) Source: Appendix B, Table B-3

2) Technical study cost assuming the County will update the study every five years

3) Sum of the Total Expenditures and the Technical Study cost (Item 2), multiplied by two percent to account for payment collected by the Tax Collector

4) Sum of the Total Expenditures and the Technical Study cost (Item 2), multiplied by five percent. The County has the legal right to add up to 5% for reimbursement, which includes 4% to offset statutory discounts received for early payment pursuant to the Uniform Assessment Collection Act and 1% reserve for delinquencies and under-collection

EMS MSTU Millage Calculations

The second component in determining the EMS MSTU millage involves calculating the millage rates needed to recover the eligible budgets from Tables 3 through 5.

Tables 6 through 8 present these calculations, which are determined through the following steps:

1. The total 2025 countywide taxable value was obtained from the Columbia County Property Appraiser. The total taxable value includes only eligible properties located throughout Columbia County and amounts to approximately \$4.7 billion, or \$4.7 million per \$1,000 of property value.
2. The second step in calculating the maximum EMS MSTU millage rates is to divide the total EMS eligible budget for each scenario by the total taxable value per \$1,000 (\$4.7 million). As shown, the calculated EMS MSTU millage rates range from 0.3645 mils to 1.1867 mils, representing the calculated millage rates that the County can collect.

Table 6
Columbia County EMS MSTU Millage Rate Calculation; Scenario 1

Variable	Figure
2025 Taxable Value - Countywide ⁽¹⁾	\$4,715,155,990
2025 Taxable Value per \$1,000 ⁽²⁾	\$4,715,156
Total EMS MSTU Budget ⁽³⁾	\$3,883,245
Calculated EMS MSTU (mils)⁽⁴⁾	0.8236

1) Source: Columbia County Property Appraiser

2) Countywide taxable value (Item 1) divided by 1,000

3) Source: Table 3

4) Total EMS MSTU budget (Item 3) divided by taxable value per \$1,000 (Item 2)

Table 7
Columbia County EMS MSTU Millage Rate Calculation; Scenario 2

Variable	Figure
2025 Taxable Value - Countywide ⁽¹⁾	\$4,715,155,990
2025 Taxable Value per \$1,000 ⁽²⁾	\$4,715,156
Total EMS MSTU Budget ⁽³⁾	\$5,595,245
Calculated EMS MSTU (mils)⁽⁴⁾	1.1867

1) Source: Columbia County Property Appraiser

2) Countywide taxable value (Item 1) divided by 1,000

3) Source: Table 4

4) Total EMS MSTU budget (Item 3) divided by taxable value per \$1,000 (Item 2)

Table 8
Columbia County EMS MSTU Millage Rate Calculation; Scenario 2

Variable	Figure
2025 Taxable Value - Countywide ⁽¹⁾	\$4,715,155,990
2025 Taxable Value per \$1,000 ⁽²⁾	\$4,715,156
Total EMS MSTU Budget ⁽³⁾	\$1,718,584
Calculated EMS MSTU (mils)⁽⁴⁾	0.3645

1) Source: Columbia County Property Appraiser

2) Countywide taxable value (Item 1) divided by 1,000

3) Source: Table 5

4) Total EMS MSTU budget (Item 3) divided by taxable value per \$1,000 (Item 2)

**Appendix A:
Columbia County Sheriff's Office Budget Details**

Appendix A: Sheriff's Office Budget Detail

Table A-1
Columbia County Sheriff's Office FY 2026 Projected Budget

Account Number	Description	2026 Projected
ADMIN LE		
001-521-01-110	EXECUTIVE SALARY	\$208,491
001-521-01-120	REGULAR SALARIES	\$991,063
001-521-01-140	OVERTIME	\$3,500
001-521-01-210	F.I.C.A. TAXES	\$91,918
001-521-01-221	RETIREMENT- EMPLOYEES	\$348,500
001-521-01-230	LIFE & HEALTH INSURANCE	\$215,000
001-521-01-240	WORKERS COMPENSATION INSURANCE	\$21,580
001-521-01-313	PRE-EMPLOYMENT SCREENINGS	\$28,000
001-521-01-319	OTHER PROFESSIONAL SERVICES	\$4,000
001-521-01-390	TRAINING	\$5,500
001-521-01-400	TRAVEL & PER DIEM	\$13,500
001-521-01-410	COMMUNICATION SERVICES	\$58,000
001-521-01-421	POSTAGE	\$5,100
001-521-01-423	FUEL, LUBE & OIL	\$12,425
001-521-01-450	INSURANCE	\$26,500
001-521-01-462	REPAIR/MAINT-VEHICLES	\$100,000
001-521-01-466	REPAIR/MAINT-RADIOS	\$1,500
001-521-01-469	REPAIR/MAINT-OTHERS	\$10,000
001-521-01-491	LEGAL ADVERTISEMENTS	\$250
001-521-01-519	OFFICE SUPPLIES- OTHERS	\$10,000
001-521-01-520	OPERATING SUPPLIES	\$55,000
001-521-01-544	DUES/MEMBERSHIPS	\$6,500
001-521-01-570	UNIFORMS- PURCHASE/MAINT.	\$4,500
001-521-01-710	PRINCIPAL	\$5,900
001-521-01-720	INTEREST	\$1,200
PATROL-LE		
001-521-02-120	REGULAR SALARIES	\$3,054,133
001-521-02-140	OVERTIME	\$215,000
001-521-02-150	SPECIAL DETAIL	\$300,000
001-521-02-210	F.I.C.A. TAXES	\$247,437
001-521-02-221	RETIREMENT- EMPLOYEES	\$1,118,317
001-521-02-230	LIFE & HEALTH INSURANCE	\$514,500
001-521-02-240	WORKERS COMPENSATION INSURANCE	\$140,000
001-521-02-345	K-9 CARE	\$8,000
001-521-02-390	TRAINING	\$6,500
001-521-02-400	TRAVEL & PER DIEM	\$6,500
001-521-02-410	COMMUNICATION SERVICES	\$55,500
001-521-02-423	FUEL, LUBE & OIL	\$300,000

Table A-1 (continued)
Columbia County Sheriff's Office FY 2026 Projected Budget

Account Number	Description	2026 Projected
PATROL-LE		
001-521-02-430	UTILITY SERVICES	\$8,000
001-521-02-441	RENTALS/LEASES-OFF EQUIP	\$115,500
001-521-02-450	INSURANCE	\$147,000
001-521-02-462	REPAIR/MAINT-VEHICLES	\$135,000
001-521-02-469	REPAIR/MAINT-OTHERS	\$3,000
001-521-02-519	OFFICE SUPPLIES- OTHERS	\$500
001-521-02-520	OPERATING SUPPLIES	\$45,000
001-521-02-521	AMMUNITION	\$25,000
001-521-02-544	DUES/MEMBERSHIPS	\$4,500
001-521-02-570	UNIFORMS- PURCHASE/MAINT.	\$25,500
001-521-02-644	VEHICLES	\$366,000
001-521-02-649	OTHER EQUIPMENT	\$50,000
001-521-02-710	PRINCIPAL	\$3,600
001-521-02-720	INTEREST	\$600
INVESTIGATIONS-LE		
001-521-03-120	REGULAR SALARIES	\$1,004,618
001-521-03-140	OVERTIME	\$40,000
001-521-03-210	F.I.C.A. TAXES	\$80,086
001-521-03-221	RETIREMENT- EMPLOYEES	\$353,071
001-521-03-230	LIFE & HEALTH INSURANCE	\$168,000
001-521-03-240	WORKERS COMPENSATION INSURANCE	\$35,000
001-521-03-345	ANIMAL SERVICES	\$1,000
001-521-03-350	INVESTIGATION EXPENSE	\$7,000
001-521-03-390	TRAINING	\$3,500
001-521-03-400	TRAVEL & PER DIEM	\$6,500
001-521-03-410	COMMUNICATION SERVICES	\$15,500
001-521-03-423	FUEL, LUBE & OIL	\$37,600
001-521-03-450	INSURANCE	\$42,200
001-521-03-462	REPAIR/MAINT-VEHICLES	\$15,000
001-521-03-519	OFFICE SUPPLIES- OTHERS	\$1,500
001-521-03-520	OPERATING SUPPLIES	\$7,500
001-521-03-521	AMMUNITION	\$2,500
001-521-03-544	DUES/MEMBERSHIPS	\$2,000
001-521-03-570	UNIFORMS- PURCHASE/MAINT.	\$3,500
001-521-03-710	PRINCIPAL	\$2,900
001-521-03-720	INTEREST	\$650
CIVIL-LE		
001-521-04-120	REGULAR SALARIES	\$300,359
001-521-04-140	OVERTIME	\$10,000
001-521-04-210	F.I.C.A. TAXES	\$23,742
001-521-04-221	RETIREMENT- EMPLOYEES	\$95,838
001-521-04-230	LIFE & HEALTH INSURANCE	\$52,500

Table A-1 (continued)
Columbia County Sheriff's Office FY 2026 Projected Budget

Account Number	Description	2026 Projected
CIVIL-LE		
001-521-04-240	WORKERS COMPENSATION INSURANCE	\$10,000
001-521-04-319	OTHER PROFESSIONAL SERVICES	\$2,700
001-521-04-390	TRAINING	\$2,500
001-521-04-400	TRAVEL & PER DIEM	\$2,000
001-521-04-410	COMMUNICATION SERVICES	\$11,000
001-521-04-421	POSTAGE	\$1,200
001-521-04-423	FUEL, LUBE & OIL	\$8,000
001-521-04-450	INSURANCE	\$11,000
001-521-04-462	REPAIR/MAINT-VEHICLES	\$3,000
001-521-04-519	OFFICE SUPPLIES- OTHERS	\$1,000
001-521-04-520	OPERATING SUPPLIES	\$2,500
001-521-04-544	DUES/MEMBERSHIPS	\$500
001-521-04-570	UNIFORMS- PURCHASE/MAINT.	\$2,500
001-521-04-710	PRINCIPAL	\$3,700
001-521-04-720	INTEREST	\$900
EVIDENCE-LE		
001-521-05-120	REGULAR SALARIES	\$228,293
001-521-05-140	OVERTIME	\$3,500
001-521-05-210	F.I.C.A. TAXES	\$17,579
001-521-05-221	RETIREMENT- EMPLOYEES	\$48,225
001-521-05-230	LIFE & HEALTH INSURANCE	\$63,000
001-521-05-240	WORKERS COMPENSATION INSURANCE	\$1,400
001-521-05-390	TRAINING	\$1,000
001-521-05-400	TRAVEL & PER DIEM	\$1,500
001-521-05-410	COMMUNICATION SERVICES	\$5,000
001-521-05-423	FUEL, LUBE & OIL	\$3,000
001-521-05-450	INSURANCE	\$9,200
001-521-05-462	REPAIR/MAINT-VEHICLES	\$750
001-521-05-519	OFFICE SUPPLIES- OTHERS	\$250
001-521-05-520	OPERATING SUPPLIES	\$5,000
001-521-05-544	DUES/MEMBERSHIPS	\$250
001-521-05-570	UNIFORMS- PURCHASE/MAINT.	\$100
001-521-05-710	PRINCIPAL	\$3,700
001-521-05-720	INTEREST	\$300
COMMUNICATIONS-LE		
001-521-06-120	REGULAR SALARIES	\$134,423
001-521-06-140	OVERTIME	\$3,000
001-521-06-210	F.I.C.A. TAXES	\$10,500
001-521-06-221	RETIREMENT - EMPLOYEES	\$36,000
001-521-06-230	LIFE & HEALTH INSURANCE	\$21,000
001-521-06-240	WORKERS COMPENSATION INSURANCE	\$2,500
001-521-06-410	COMMUNICATION SERVICES	\$14,500

Table A-1 (continued)
Columbia County Sheriff's Office FY 2026 Projected Budget

Account Number	Description	2026 Projected
DRUG TASK FORCE-LE		
001-521-08-120	REGULAR SALARIES	\$387,856
001-521-08-140	OVERTIME	\$78,000
001-521-08-210	F.I.C.A. TAXES	\$29,671
001-521-08-221	RETIREMENT- EMPLOYEES	\$135,220
001-521-08-230	LIFE & HEALTH INSURANCE	\$63,000
001-521-08-240	WORKERS COMPENSATION INSURANCE	\$15,700
001-521-08-390	TRAINING	\$1,000
001-521-08-400	TRAVEL & PER DIEM	\$1,200
001-521-08-410	COMMUNICATION SERVICES	\$13,500
001-521-08-423	FUEL, LUBE & OIL	\$16,000
001-521-08-441	RENTALS/LEASES-OFF EQUIP	\$500
001-521-08-450	INSURANCE	\$20,200
001-521-08-462	REPAIR/MAINT-VEHICLES	\$2,500
001-521-08-469	REPAIR/MAINT-OTHERS	\$4,500
001-521-08-520	OPERATING SUPPLIES	\$2,500
001-521-08-544	DUES/MEMBERSHIPS	\$550
001-521-08-570	UNIFORMS- PURCHASE/MAINT.	\$1,000
001-521-08-710	PRINCIPAL	\$2,000
001-521-08-720	INTEREST	\$300
SCHOOL RESOURCES-LE		
001-521-09-120	REGULAR SALARIES	\$1,392,478
001-521-09-140	OVERTIME	\$30,000
001-521-09-210	F.I.C.A. TAXES	\$108,820
001-521-09-221	RETIREMENT- EMPLOYEES	\$472,672
001-521-09-230	LIFE & HEALTH INSURANCE	\$231,000
001-521-09-240	WORKERS COMPENSATION INSURANCE	\$45,000
001-521-09-390	TRAINING	\$8,500
001-521-09-400	TRAVEL & PER DIEM	\$13,000
001-521-09-410	COMMUNICATION SERVICES	\$18,000
001-521-09-423	FUEL, LUBE & OIL	\$27,000
001-521-09-450	INSURANCE	\$66,000
001-521-09-462	REPAIR/MAINT-VEHICLES	\$10,000
001-521-09-520	OPERATING SUPPLIES	\$2,500
001-521-09-544	DUES/MEMBERSHIPS	\$1,750
001-521-09-570	UNIFORMS- PURCHASE/MAINT.	\$6,500
IT-LE		
001-521-11-390	TRAINING	\$800
001-521-11-400	TRAVEL & PER DIEM	\$1,000
001-521-11-410	COMMUNICATION SERVICES	\$23,000
001-521-11-423	FUEL, LUBE & OIL	\$2,000
001-521-11-520	OPERATING SUPPLIES	\$15,000
001-521-11-542	COMPUTER MAINTENANCE SUBSCRIPTIONS	\$415,000

Table A-1 (continued)
Columbia County Sheriff's Office FY 2026 Projected Budget

Account Number	Description	2026 Projected
IT-LE		
001-521-11-649	OTHER EQUIPMENT	\$125,000
COMMUNITY SRVS-LE		
001-521-12-120	REGULAR SALARIES	\$339,612
001-521-12-140	OVERTIME	\$5,100
001-521-12-210	F.I.C.A. TAXES	\$26,370
001-521-12-221	RETIREMENT - EMPLOYEES	\$96,684
001-521-12-230	LIFE & HEALTH INSURANCE	\$42,000
001-521-12-240	WORKERS COMPENSATION INSURANCE	\$12,000
001-521-12-390	TRAINING	\$1,500
001-521-12-400	TRAVEL & PER DIEM	\$1,000
001-521-12-410	COMMUNICATION SERVICES	\$4,500
001-521-12-423	FUEL, LUBE & OIL	\$10,500
001-521-12-450	INSURANCE	\$38,500
001-521-12-462	REPAIR/MAINT-VEHICLES	\$3,500
001-521-12-480	PUBLIC EDUCATION	\$1,500
001-521-12-520	OPERATING SUPPLIES	\$8,500
001-521-12-521	AMMUNITION	\$1,500
001-521-12-544	DUES/MEMBERSHIPS	\$500
001-521-12-570	UNIFORMS-PURCHASE/MAINT.	\$3,800
001-521-12-710	PRINCIPAL	\$660
001-521-12-720	INTEREST	\$130
JUDICIAL-JUDICIAL		
001-521-13-120	REGULAR SALARIES	\$579,638
001-521-13-140	OVERTIME	\$18,000
001-521-13-210	F.I.C.A. TAXES	\$45,719
001-521-13-221	RETIREMENT-EMPLOYEES	\$198,407
001-521-13-230	LIFE & HEALTH INSURANCE	\$94,500
001-521-13-240	WORKERS COMPENSATION INSURANCE	\$18,000
001-521-13-400	TRAVEL & PER DIEM	\$1,000
001-521-13-410	COMMUNICATION SERVICES	\$8,200
001-521-13-423	FUEL, LUBE & OIL	\$10,000
001-521-13-450	INSURANCE	\$18,000
001-521-13-462	REPAIR/MAINT-VEHICLES	\$5,000
001-521-13-519	OFFICE SUPPLIES-OTHERS	\$500
001-521-13-520	OPERATING SUPPLIES	\$1,000
001-521-13-521	AMMUNITION	\$1,000
001-521-13-544	DUES/MEMBERSHIPS	\$1,000
001-521-13-570	UNIFORMS-PURCHASE/MAINT	\$2,500
001-521-13-710	PRINCIPAL	\$2,000
001-521-13-720	INTEREST	\$500
WARRANTS-LE		
001-521-14-120	REGULAR SALARIES	\$111,865

Table A-1 (continued)
Columbia County Sheriff's Office FY 2026 Projected Budget

Account Number	Description	2026 Projected
WARRANTS-LE		
001-521-14-210	F.I.C.A. TAXES	\$8,577
001-521-14-221	RETIREMENT-EMPLOYEES	\$15,730
001-521-14-230	LIFE & HEALTH INSURANCE	\$31,500
001-521-14-240	WORKERS COMPENSATION INSURANCE	\$250
001-521-14-450	INSURANCE	\$3,000
001-521-14-520	OPERATING SUPPLIES	\$800
001-521-14-544	DUES/MEMBERSHIPS	\$100
DETENTION-DETENTION		
001-523-07-120	REGULAR SALARIES & WAGES	\$3,545,796
001-523-07-140	OVERTIME	\$180,000
001-523-07-210	F.I.C.A. TAXES	\$278,138
001-523-07-221	RETIREMENT- EMPLOYEES	\$1,201,070
001-523-07-230	LIFE & HEALTH INSURANCE	\$609,000
001-523-07-240	WORKERS COMPENSATION INSURANCE	\$95,300
001-523-07-311	CARE-PRISONERS (HOSPITAL)	\$350,000
001-523-07-312	MEDICAL SERV (HUNT INS)	\$110,000
001-523-07-319	PROF SERV (MHATRE/DELEON)	\$100,000
001-523-07-340	OTHER CONTRACTUAL SERVICES	\$45,000
001-523-07-390	TRAINING	\$3,500
001-523-07-400	TRAVEL & PER DIEM	\$3,200
001-523-07-410	COMMUNICATION SERVICES	\$50,000
001-523-07-421	POSTAGE	\$1,000
001-523-07-423	GAS/LUBE/OIL	\$21,000
001-523-07-430	UTILITY SERVICES	\$400
001-523-07-450	INSURANCE	\$76,000
001-523-07-462	REPAIR & MAINT- VEHICLES	\$6,500
001-523-07-469	REPAIR & MAINT- OTHER	\$10,000
001-523-07-519	OFFICE SUPPLIES- OTHER	\$10,000
001-523-07-520	OPERATING SUPPLIES	\$135,000
001-523-07-521	AMMUNITION	\$1,500
001-523-07-525	JAIL FOOD	\$675,000
001-523-07-544	DUES\MEMBERSHIPS	\$5,600
001-523-07-570	UNIFORMS-PURCHASE/MAINT	\$12,000
001-523-07-649	OTHER EQUIPMENT	\$10,000
001-523-07-710	PRINCIPAL	\$7,300
001-523-07-720	INTEREST	\$1,900
Total		\$25,220,611
Total - Law Enforcement		\$16,671,443

Source: Columbia County Sheriff's Office

**Appendix B:
Columbia County Emergency Medical Services
Budget Details**

Appendix B: Emergency Medical Services Budget Details

Table B-1
Columbia County EMS Budget; Scenario 1

Description	Budget
FIRE RESCUE 2 AMBULANCES	
102-2200-522.10-12 SALARIES	\$1,055,000
102-2200-522.10-21 FICA TAXES	\$80,708
102-2200-522.10-22 RETIREMENT	\$344,690
102-2200-522.10-23 HEALTH & LIFE INS	\$146,000
102-2200-522.10-24 WORKERS COMPENSATION	\$54,650
OPERATING EXPENDITURES	
102-2200-522.30-31 PROFESSIONAL SERVICES	\$10,000
102-2200-522.30-34 CONTRACTUAL SERVICES	\$25,000
102-2200-522.30-40 TRAVEL & PER DIEM	\$6,000
102-2200-522.30-41 COMMUNICATIONS	\$25,000
102-2200-522.30-42 POSTAGE	\$500
102-2200-522.30-43 UTILITIES	\$15,000
102-2200-522.30-44 RENTALS & LEASES	\$4,000
102-2200-522.30-46 REPAIR & MAINTENANCE	\$75,000
102-2200-522.30-47 PRINTING & LEGAL ADS	\$500
102-2200-522.30-51 OFFICE SUPPLIES	\$1,000
102-2200-522.30-52 OPERATING SUPPLIES	\$75,000
102-2200-522.30-54 SUBSCRIPTIONS & DUES	\$5,000
102-2200-522.30-55 TRAINING	\$10,000
102-2200-522.30-56 GAS & OIL	\$50,000
102-2200-522.30-64 NON-CAPITAL EQUIPMENT	\$40,000
CAPITAL OUTLAY	
102-2200-522.60-64 MACHINERY AND EQUIPMENT	\$1,600,000
TOTAL	\$3,623,048

Source: Columbia County

Table B-2
Columbia County EMS Budget; Scenario 2

Description	Budget
FIRE RESCUE 2 AMBULANCES	
102-2200-522.10-12 SALARIES	\$1,055,000
102-2200-522.10-21 FICA TAXES	\$80,708
102-2200-522.10-22 RETIREMENT	\$344,690
102-2200-522.10-23 HEALTH & LIFE INS	\$146,000
102-2200-522.10-24 WORKERS COMPENSATION	\$54,650
OPERATING EXPENDITURES	
102-2200-522.30-31 PROFESSIONAL SERVICES	\$10,000
102-2200-522.30-34 CONTRACTUAL SERVICES	\$25,000
102-2200-522.30-40 TRAVEL & PER DIEM	\$6,000
102-2200-522.30-41 COMMUNICATIONS	\$25,000
102-2200-522.30-42 POSTAGE	\$500
102-2200-522.30-43 UTILITIES	\$15,000
102-2200-522.30-44 RENTALS & LEASES	\$4,000
102-2200-522.30-46 REPAIR & MAINTENANCE	\$75,000
102-2200-522.30-47 PRINTING & LEGAL ADS	\$500
102-2200-522.30-51 OFFICE SUPPLIES	\$1,000
102-2200-522.30-52 OPERATING SUPPLIES	\$75,000
102-2200-522.30-54 SUBSCRIPTIONS & DUES	\$5,000
102-2200-522.30-55 TRAINING	\$10,000
102-2200-522.30-56 GAS & OIL	\$50,000
102-2200-522.30-64 NON-CAPITAL EQUIPMENT	\$40,000
CAPITAL OUTLAY	
102-2200-522.60-64 MACHINERY AND EQUIPMENT	\$1,600,000
PRIVATE AMBULANCE	
Yearly Fee	\$1,600,000
TOTAL	\$5,223,048

Source: Columbia County

Table B-3
Columbia County EMS Budget; Scenario 3

Description	Budget
PRIVATE AMBULANCE	
Yearly Fee	\$1,600,000
TOTAL	\$1,600,000

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

Today's Date: 6/12/2026 Meeting Date: 6/18/2026

Department: Purchasing

1. Nature and purpose of agenda item:

Staff completed an Owner Direct Purchase of materials to build kennels creating a Deductive Change Order in the amount of \$29,533.96.

2. Recommended Motion/Action:

Approve Deductive Change Order to bring the contract price to \$97,196.80.

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 30262025626062

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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

M E M O R A N D U M

DATE: June 8, 2026

TO: Board of County Commissioners

FROM: Erica Jones, Purchasing Officer

RE: Agenda item for June 18, 2026
2026-A Animal Enforcement Kennel Construction – Change Order

Columbia County issued Bid No. 2026-A with the intention to Owner Direct Purchase the materials. The materials have been received and Sub-Contractor has been paid. The reduction for materials totals \$29,533.96.

Staff is requesting approval of Deductive Change Order No#1 for Project 2026-A Animal Enforcement Kennel Construction to reduce the original contract amount of \$126,730.76 to \$97,196.80.

BOARD MEETS FIRST THURSDAY AT 9:30 A.M. AND THIRD THURSDAY AT 5:30 P.M.

P.O. BOX 1529 LAKE CITY, FLORIDA 32056-1529 PHONE (386) 755-4100

CHANGE ORDER FORMCHANGE ORDER NO. 1 COLUMBIA COUNTY PROJECT NO. 2026-ATO: C.A.B. Contracting LLC
154 SE CR 245-A
Lake City, FL 32025DATE: 5/1/26PROJECT NAME: Animal Enforcement Kennel ConstructionColumbia County Project No. 2026-AUnder our AGREEMENT dated Jan. 15, 2026.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

Direct Purchase OrderFOR THE ADDITIVE or DEDUCTIVE Sum of:(\$ 29,533.96)Original Agreement Amount \$ 126,730.76

Sum of Previous Changes \$

This Change Order ADD DEDUCT \$ 29,533.96Present Agreement Amount \$ 97,196.80

The time for completion shall be (increased/decreased) by 60 calendar days due to this Change Order. Accordingly, the Contract Time is now 180 () calendar days and the final completion date is July 15. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: _____, 20____ .

COLUMBIA COUNTY, FLORIDA

CONTRACTOR

By: _____
Chair

By: _____
President

ENGINEER: By: _____

CONSTRUCTION AGREEMENT

COLUMBIA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 135 NE Hernando Avenue, Suite 203, Lake City, Florida 32056-1529 (the "County"), hereby enters into this Construction Agreement on this 15 day of January, 2026 with C.A.B Contracting, LLC. (the "Contractor") of 154 SE CR 245A, Lake City, FL 32025 (address) a contractor licensed to perform all work in the State of Florida in connection with the County's Project No. 2026-A (the "Project"), as said work is set forth in the Plans and Specifications and other Contract Documents hereafter specified (the "Work"). The designee for the Project and the Work, as referenced in this Agreement, shall be

Thomas Wornnuth

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

Section 1. Contract Documents

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

Section 2. Scope of Work

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

Section 3. Contract Amount

In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: \$ 126,730.76 (one hundred twenty six thousand seven hundred thirty dollars and seventy six cents).

[INSERT SCHEDULE OF UNIT PRICES AS APPLICABLE]

Section 4. Exhibits Incorporated

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

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

Section 5. Bonds

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

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

Section 6. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. The Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within 120 calendar days from the

Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the County when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within 30 calendar days from the Commencement Date (herein "Contract Time").

B. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, \$300.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the County issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

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

D. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Section 7. Intent of Contract Documents and Contractor Representations

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

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

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

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

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

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

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

Section 8. Investigation and Utilities

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

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

Section 9. Schedule

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

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

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

Section 10. Progress Payments

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

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

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

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

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

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

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

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

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

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

filed a notice of nonpayment, lien or intent to lien, stop notice, etc.

Section 11. Payments Withheld

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

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

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

Section 12. Final Payment

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

the County.

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

Section 13. Submittals and Substitutions

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

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

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

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

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

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

Section 14. Daily Reports, As-Builts and Meetings

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

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

- A.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- A.6. Description of Work being performed at the Project site;
- A.7. Any unusual or special occurrences at the Project site;
- A.8. Materials received at the Project site;
- A.9. A list of all visitors to the Project site; and
- A.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

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

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

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

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

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

D.1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Work.

D.2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

D.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D.4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

D.5. If the Contractor does not comply with a public records request, the County may terminate this Contract in accordance with Section 23 hereof.

Section 15. Independent Contractor

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

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

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

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

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

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

Section 17. Changes in the Work

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

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

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

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

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

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

Section 18. Claims and Disputes

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

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

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

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

Section 19. Indemnification and Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 20. Compliance with Laws

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

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

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Section 21. Cleanup and Protections

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

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

Work.

Section 22. Assignment

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

Section 23. Permits, Licenses and Taxes

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

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

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

Section 24. Termination for Default

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

B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days

following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

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

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

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

Section 24. Termination for Convenience and Right of Suspension

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

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

C. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Section 25. Completion

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

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

Work and make an independent determination as to the Work's acceptability, even though the County may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the retainage shall become due and payable.

Section 26. Warranty

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

Section 27. Tests and Inspections.

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

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

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

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

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

Section 28. Defective Work

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

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

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

Section 29. Supervision and Superintendents

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

Section 30. Protection of Work

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

Section 31. Emergencies

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

Section 32. Use of Premises

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

Section 33. Safety

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;
- A.2. All the Work and materials and equipment to be incorporated therein,

whether in storage on or off the Project site; and

- A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County.

Section 34. Project Meetings

Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Engineer and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by the County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County.

Section 35. Notices

A. All notices required or made pursuant to this Agreement by the Contractor to the County or Engineer shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

County

David Kraus, Columbia County Administrator
135 NE Hernando Avenue, Suite 203
Lake City, Florida 32056-1529

With courtesy copies also provided to:

Joel F. Foreman, County Attorney Columbia County, Florida
207 S. Marion Avenue Lake City, Florida 32025

Kevin Kirby, Public Works Director Columbia County, Florida
Post Office Box 969
Lake City, Florida 32056-0969

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: _____

Address (including city, state and zip): _____

Name of person with their title and attention the notice should be sent:

Telephone and Fax numbers: _____

Email Address: _____

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 36. Modification

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 37. Successors and Assigns

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 38. Governing Law

The Agreement shall be interpreted under and its performance governed by the laws of the

State of Florida.

Section 39. Venue

The state courts in and for Columbia County, Florida shall be the proper and sole venue for any legal action on any and all claims, disputes or other matters in controversy arising out of or relating to this Agreement, whether stated as contractual, tort, equitable, statutory or any other claims or causes of action.

Section 40. No Waiver

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 41. Remedies Cumulative

No right or remedy in this Agreement is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative and shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Section 42. Entire Agreement

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 43. Severability

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 44. Third Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Section 45. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS at hccadmin@colnmbiacountyfla.com or call (386) 758-1326 or P.O. Box 1529 Lake City, FL 32056.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- A. Keep and maintain public records required by the County to perform the service.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- D. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated above.

CONTRACTOR: C.A.B. Contracting, LLC
(Company Name)

ATTEST:

By: Clint Boone (Signature) Clint Boone (Printed)
Its: Owner (Title)
Date: 02/04/2026

Witness: Kristen Boone

Its: AMBR
President/Corporate Secretary/Witness
[Corporate Seal]

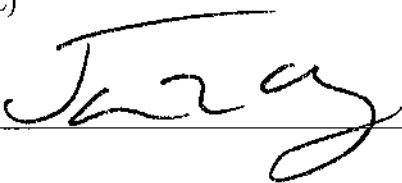
Date: 02/04/2026

[Signature]
2nd Witness (if not incorporated)

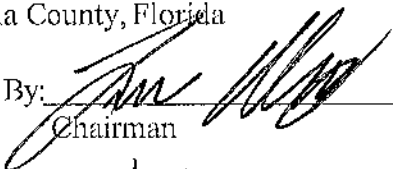
OWNER: Board of County Commissioners of Columbia County, Florida

(SEAL)

Clerk:



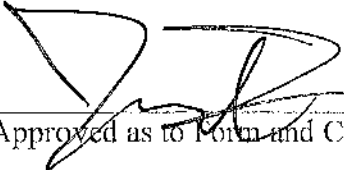
By:



Chairman

Date:

1/15/2026


Approved as to Form and Content:

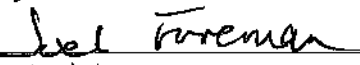

County Attorney

EXHIBIT A
LEGAL
ADVERTISEMENT

EXHIBIT B
INVITATION TO BID

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

EXHIBIT D
PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, whose principal business address is

and phone number is _____, and
_____, as Surety, whose principal
address is _____

and phone number is: _____ are
held and firmly bound to Columbia County, Florida (the "COUNTY"), as Obligee in the sum
of: _____

(\$ _____) for the payment whereof we bond ourselves, our heirs, executors,
personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of
_____, 20____, with Obligee for _____

_____ COLUMBIA COUNTY Project
No.: _____ in accordance with drawings and specifications,
which contract is incorporated by reference and made a part hereof, and is referred to as the
Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including
appellate proceedings, that Obligee sustains because of any default by Principal under the Contract,
including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;
and
3. Performs the guarantee of all work and materials furnished under the Contract for the
time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities
connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said statute are incorporated herein by reference thereto, specifically including but not limited to the notice and time limitation provisions of said section. In the event of any conflict, ambiguity or discrepancy between Section 255.05, Florida Statutes, and this Bond, Florida Statutes shall control. No right of action shall accrue on this Bond to or, for the use of any person or entity other than the COUNTY and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns.

It is further agreed and understood that if the COUNTY is required to initiate legal proceedings to recover on this Bond, the COUNTY may also recover its costs relating thereto, including a reasonable amount for its attorney's fees and legal assistant's fees before trial, at trial, on appeal and in bankruptcy.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

By: _____ (Officers Signature)
_____ (Officers Name Printed)

Witnesses as to Principal Name: _____ (Signature)
Its: _____ (Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ (officer's name), as

_____ (title) of _____ (company name), a(n) _____ (state) corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No. _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety _____ (Signature)
_____ (Printed Name)

OR

As Attorney in Fact (Signature)

(Printed Name)

(Attach Power of Attorney)

Witnessed by:

(Signature)

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ (officer's name), as _____ (title)
of _____ Surety, on behalf of Surety. He/She is personally
known to me OR has produced _____ as identification and
who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Commission No. _____

EXHIBIT E
PUBLIC PAYMENT BOND

BOND No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, whose principal business address is:

and phone number and fax numbers are: _____
and _____, as Surety, whose
principal address is:

_____ are held
and firmly bound to COLUMBIA COUNTY, FLORIDA (the "COUNTY") as Obligee in the sum
of _____ (S_____)

for the payment whereof we bind ourselves, our heirs, executors, personal representatives,
successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____,
20____, with Obligee for _____
in accordance with drawings and specifications, which contract is incorporated by reference and
made a part hereof, and this referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal promptly makes payment to all
claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials
or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the
Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities
connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no
event will the Surety be liable in the aggregate to claimants for more than the penal sum of this
Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of
_____, 20____, the name of each party being affixed and these presents duly signed by its
under-signed representative, pursuant to authority of its governing body.
Signed, sealed and delivered in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

By: _____ (Officer's Signature)
_____ (Officer's Name Printed)

Witnesses as to Principal Name: _____ (Signature)
Its: _____ (Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ (officer's name), as
_____ (title) of _____, a
_____ corporation, on behalf of the corporation. He/she is personally known to me OR has
produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety: _____ (Signature)

OR _____ (Printed Name)

As Attorney in Fact (Signature) (Printed Name)

(Attach Power of Attorney)

Witnessed by: _____
(Signature) (Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of __, 20____, by
_____ (officer's name), as _____ (title)
of _____ Surety, on behalf of Surety. He/She is personally
known to me OR has produced _____ as identification and who
did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No: _____

EXHIBIT F
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be exempted for Workers' Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the COUNTY

with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKERS' COMPENSATION [REVISE AS NEEDED TO MEET COUNTY'S REQUIREMENTS]

State: Statutory
Applicable Federal:
(e.g. Longshoremen's) Statutory
Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence
Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence
Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

EXHIBIT G
RELEASE AND AFFIDAVIT

COUNTY OF _____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____,
_____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Columbia County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated _____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR:

By: _____ (signature of the executive officer)

Its: _____ (title of the executive officer)

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
_____, by _____, as _____ of
_____, a _____ corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____
_____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

EXHIBIT H
CHANGE ORDER FORM

CHANGE ORDER NO. _____ COLUMBIA COUNTY PROJECT NO. _____

TO: _____

DATE: _____

PROJECT NAME: _____

Columbia County Project No. _____

Under our AGREEMENT dated _____.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

FOR THE ADDITIVE or DEDUCTIVE Sum of:

_____ (\$ _____).

Original Agreement Amount \$ _____

Sum of Previous Changes \$ _____

This Change Order ADD/DEDUCT \$ _____

Present Agreement Amount \$ _____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ () calendar days and the final completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: _____, 20____.

COLUMBIA COUNTY, FLORIDA

CONTRACTOR

By: _____
Chair

By: _____
President

ENGINEER: By: _____

EXHIBIT I
NOTICE OF AWARD

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INSERT THE NOTICE OF AWARD BEHIND THIS COVER PAGE

EXHIBIT J
NOTICE TO PROCEED

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INSERT THE NOTICE TO PROCEED BEHIND THIS COVER PAGE

EXHIBIT K
APPLICATION FOR PAYMENT

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INSERT THE APPLICATION FOR PAYMENT BEHIND THIS COVER PAGE



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: 6/12/2026 Meeting Date: 6/18/2026

Department: Public Works

1. Nature and purpose of agenda item:

Florida Fish and Wildlife Conservation Commission and US Forest Service are requesting the County's assistance with some earthwork around corners at the gun range.

2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.

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



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

M E M O R A N D U M

TO: David Kraus, County Manager

FROM: Kevin Kirby, Assistant County Manager

DATE: June 12, 2026

RE: Gun Range Request

Florida Fish and Wildlife Conservation Commission and US Forest Service are requesting the County's assistance with some earthwork around corners at the gun range.

Project is estimated to last about two weeks beginning June 22, 2026.

Your consideration is appreciated.

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

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 6/11/2026 Meeting Date: 6/18/2026

Department: Information Technology

1. Nature and purpose of agenda item:

Requesting approval to transition the County's endpoint antivirus protection platform from Sentinel One to Arctic Wolf Aurora. Cost will increase by \$7,162.70 to a \$25,850.20 annual subscription. Arctic Wolf Aurora provides additional security measures including 24/7 monitoring.

2. Recommended Motion/Action:

Approve contract for Arctic Wolf Aurora Endpoint Antivirus Protection at \$25,850.20

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 001-1820-519.30-41

District No. 1 – Kevin Parnell
District No. 2 - Rocky Ford
District No. 3 - Robbie Hollingsworth
District No. 4 – Everett Phillips
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

To: David Kraus, County Manager

From: Todd Manning, Director of Information Technology 

June 11, 2026

RE: Request to Transition Endpoint Protection from Sentinel One to Arctic Wolf Aurora

I am requesting approval to transition the County's endpoint protection platform from Sentinel One to Arctic Wolf Aurora.

While Sentinel One provides effective antivirus and endpoint detection capabilities, Arctic Wolf Aurora offers a more comprehensive cybersecurity solution that combines endpoint protection with 24/7 security monitoring, managed threat detection, proactive threat hunting, and incident response support from cybersecurity professionals.

The primary benefits of Arctic Wolf Aurora include:

- ***Continuous 24/7 monitoring of County systems by a dedicated Security Operations Center.***
- ***Faster detection and response to cybersecurity threats, reducing the risk of service disruptions and data breaches.***
- ***Proactive identification of suspicious activity before it develops into a security incident.***
- ***Direct access to cybersecurity experts who assist with threat investigation and remediation.***
- ***Reduced workload on County IT staff.***

The County currently spends **\$18,687.50** annually for Sentinel One endpoint protection. The proposed Arctic Wolf Aurora solution would increase the annual cost to **\$25,850.20**, representing an increase of **\$7,162.70** per year. For this additional investment, the County would gain continuous security monitoring, managed threat detection and response services, proactive threat hunting, and access to cybersecurity experts.

With increased cyberattacks targeting local governments, Aurora significantly strengthens the County's cybersecurity posture while helping protect critical systems, sensitive data, and public services.

I respectfully request approval to proceed with this transition.

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



GREYSON

Arctic Wolf: MDR 1 Year

Quote #010793

Version 1

Prepared for:

Columbia County

Prepared by:

Lisa Bryant



State Contract

NASPO Contract AR2472

1 Year Agreement

The total price for each item in the quote below will increase by 8.0% on the annual anniversary of the Subscription Start Date or the end of any prepaid, in full multi-year Committed Term. Thereafter, pricing for any subsequent renewals is as set forth in the Agreement.

Arctic Wolf Year 1

Qty	Part #	Description	Price	Ext. Price
		Term: 10/16/2026 - 10/15/2027		
75	AW-ES-MOBILE-DEFENSE	Aurora Mobile Threat Defense	\$31.01	\$2,325.75
265	AW-MES-MNGD-EPDEF-MDR-DEVICE	Aurora Managed Endpoint Defense w/ MDR	\$77.99	\$20,667.35
265	AW-ES-PREMIUM-SUPPOR	Premium Support	\$4.94	\$1,309.10
400	AW-MSAT-MA	Arctic Wolf Managed Security Awareness Service	\$3.87	\$1,548.00
		One Time Fee		
265	AW-MES-MNGD-EPDEF-OB	Aurora Managed Endpoint Defense Onboarding	\$0.00	\$0.00

Subtotal:

\$25,850.20



Arctic Wolf: MDR 1 Year

Prepared by:

Greyson Technologies, Inc.

Lisa Bryant
954-400-7319
lbryant@greyson.com

Prepared for:

Columbia County

135 N.E. Hernando Ave.
Lake City, FL 32055
Todd Manning
(386) 719-7442
todd_manning@columbiacountyfla.com

Quote Information:

Quote #: 010793

Version: 1
Delivery Date: 06/02/2026
Expiration Date: 09/30/2026

Quote Summary

Description	Amount
Arctic Wolf Year 1	\$25,850.20
Total:	\$25,850.20

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Greyson Technologies, Inc.

Columbia County

Signature: _____

Name: Jason Goldberg

Title: CFO

Date: 06/02/2026

Signature: _____

Name: Todd Manning

Date: _____



Terms & Conditions

The Net Total price for each item in the table above will increase by 8.0% on (i) the annual anniversary of the Subscription Start Date or (ii) the end of any prepaid, in full multi-year Committed Term (the "Increase"). Thereafter, pricing for any subsequent renewals is as set forth in the Agreement.

Promotional Terms

This Order Form contains a one-time promotional offer for a 1 year no cost subscription ("Promo Period") to the Managed Risk Solution ("MR Solution") at the MDR user and server counts set forth above. Upon expiration of the Promo Period, the subscription to the MR Solution will terminate. Continued use of the MR Solution following the Promo Period is subject to acceptance of an additional Order Form and payment of all applicable subscription fees. The next MR Solution subscription after the Promo Period will have a cost associated with it.

Arctic Wolf's delivery of the products, services, and Solutions described herein are governed by the applicable Agreement located at <https://arcticwolf.com/terms> (or such other agreement executed by Arctic Wolf and the end user). The terms of this Order Form are Confidential Information and may not be disclosed except as otherwise provided in the applicable Agreement.



GREYSON

Arctic Wolf: MDR 1 Year

Quote #010793

Version 2

Prepared for:

Columbia County

Prepared by:

Lisa Bryant



State Contract

NASPO Contract AR2472

1 Year Agreement

The total price for each item in the quote below will increase by 8.0% on the annual anniversary of the Subscription Start Date or the end of any prepaid, in full multi-year Committed Term. Thereafter, pricing for any subsequent renewals is as set forth in the Agreement.

Arctic Wolf Year 1

Qty	Part #	Description	Price	Ext. Price
		Term: 8/16/2026 - 10/15/2027		
400	AW-TOTAL-USER-SILVER	Arctic Wolf Total User Licenses - Silver (MDR, MR, MA, JS)	\$27.09	\$10,836.00
41	AW-PLUS-SERVER-SILVER	Arctic Wolf Plus Total Server License - Silver (MDR, MR, MA, JS)	\$23.47	\$962.27
75	AW-ES-MOBILE-DEFENSE	Aurora Mobile Threat Defense	\$5.16	\$387.00
265	AW-MES-MNGD-EPDEF-MDR-DEVICE	Aurora Managed Endpoint Defense w/ MDR	\$12.91	\$3,421.15
1	AW-ES-PREMIUM-SUPPOR	Premium Support Arctic Wolf Security Operations Warranty-\$1M (Enrollment Required)	\$0.82	\$0.82
		One Time Fee		
265	AW-MES-MNGD-EPDEF-OB	Aurora Managed Endpoint Defense Onboarding	\$0.00	\$0.00
		Prorated Credits for Upgrading to Total Bundles 8/16/2026 - 10/15/2026		
1	AW-PLUS-USER-SILVER	Prorated Credit for upgrading to Total User Licenses	(\$10,258.23)	(\$10,258.23)
1	AW-PLUS-SERVER-SILVER	Prorated Credit for upgrading to Total Bundle Server Licenses	(\$1,042.65)	(\$1,042.65)

Subtotal:

\$4,306.36



Arctic Wolf: MDR 1 Year

Prepared by:

Greyson Technologies, Inc.

Lisa Bryant
954-400-7319
lbryant@greyson.com

Prepared for:

Columbia County

135 N.E. Hernando Ave.
Lake City, FL 32055
Todd Manning
(386) 719-7442
todd_manning@columbiacountyfla.com

Quote Information:

Quote #: 010793

Version: 2
Delivery Date: 06/11/2026
Expiration Date: 07/15/2026

Quote Summary

Description	Amount
Arctic Wolf Year 1	\$4,306.36
Total:	\$4,306.36

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Greyson Technologies, Inc.

Columbia County

Signature: _____

Name: Jason Goldberg

Title: CFO

Date: 06/11/2026

Signature: _____

Name: Todd Manning

Date: _____



Terms & Conditions

The Net Total price for each item in the table above will increase by 8.0% on (i) the annual anniversary of the Subscription Start Date or (ii) the end of any prepaid, in full multi-year Committed Term (the "Increase"). Thereafter, pricing for any subsequent renewals is as set forth in the Agreement.

Promotional Terms

This Order Form contains a one-time promotional offer for a 1 year no cost subscription ("Promo Period") to the Managed Risk Solution ("MR Solution") at the MDR user and server counts set forth above. Upon expiration of the Promo Period, the subscription to the MR Solution will terminate. Continued use of the MR Solution following the Promo Period is subject to acceptance of an additional Order Form and payment of all applicable subscription fees. The next MR Solution subscription after the Promo Period will have a cost associated with it.

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 6/9/2026 Meeting Date: 6/18/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

Guardian Ad Litem lease renewal with STANLEY CRAWFORD and/or MARY ANN CRAWFORD at \$14.00 per square foot. This remains at the current rate.

2. Recommended Motion/Action:

Approve lease renewal for Guardian Ad Litem

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 105-1710-685.30-49

LEASE

THIS LEASE is made 1st day of June 2026 by and between **STANLEY CRAWFORD and/or MARY ANN CRAWFORD** (hereinafter "Lessor"), and **Columbia County OBO Florida third Judicial Circuit Guardian AD Litem Program** (hereinafter "Lessee").

Lessee leases from Lessor, 885 SW Sisters Welcome Rd., Lake City, Florida 32025, with the following conditions:

1. **Term and Rental:** This lease shall begin **June 1, 2026**, and continue for (1) year with rent payable of **\$ 3,831.33** monthly. **3284** square foot at **\$14.00** is **\$45,976.00** per year. Rent is payable in advance on the first of each month by mail to: **7229 Pleasant Point Rd., Keystone Heights, FL 32656** or at such address Lessor shall designate in writing. Any telephone contact should be made to Mary Ann Crawford at 386-867-0686 or email, mary56crawford@gmail.com.
2. **Utilities:** Lessee shall pay for all water/Sewer and electrical utilities to premises during the term of the lease.
3. **Notices:** All notices shall be by certified mail, return receipt requested, addressed to the leased premises for the Lessee, and to Lessor at the place designated for payment of rent.
4. **Insurance and Liabilities:** Lessor shall not be liable for damage occasioned by Lessor's failure to keep the premises in good repair unless caused by Lessor's failure to repair after receipt of written notice of the need for repairs, or for damage arising from any act of negligence of Lessee or others. Lessor shall pay for hazard insurance on the building. Lessee shall pay for insurance on contents, business interruptions, etc.
5. **Keys:** Lessor shall provide two keys to each lock. Lessee shall pay for any lost keys or necessary lock re-keying. Lessee shall Supply Stanley Crawford with new keys if locks are changed.
6. **Maintenance and Repair:** Lessee shall maintain the premises at Lessee's expense except that Lessor shall maintain the exterior walls, roof, plumbing, HVAC, and electrical service. Lessee shall make no alterations except by written consent. Any alterations shall be the property of Lessor at the end of the lease, unless otherwise provided in writing. Lessor shall not be required to do any maintenance occasioned by the acts of Lessee, its invitees, etc., and whenever such damage occurs, repairs shall be paid by Lessee. The Lessor shall not be responsible for making repairs to the interior of Lessee's premises such as cleaning out a stopped toilet, replacing light bulbs, changing HVAC filters monthly or items which are used strictly by Lessee. Lessee acknowledges receipt of the premises in good repair and clean. *If HVAC repair is due to neglect of scheduled filter changes Lessee will be responsible for repair.*
NOTE: IF TOILET/DRAIN STOPPAGE IS DUE TO MISUSED OF DISPOSAL OF ANY PPRODUCT, IT WILL BE A COST PASSED ON TO LESSEE.

7. **Equipment and Furnishings:** All equipment or other items installed by Lessee shall remain the property of Lessee, and Lessee has the right to remove the same, provided Lessee is not in default. The repairs for any damage caused by the removal of the equipment, etc. shall be paid for by Lessee.
8. **Damage by Fire or Other Casualty:** If the building is rendered untenable by fire or other casualty not caused by Lessee, its agents, invitees etc., the premises shall be repaired by the Lessor, and rent shall be reduced during the repairs by the percentage the premises cannot be used after the damage occurred and before repair; provided however, if the damage to the building is in excess of 80% Lessor may, at his election, decide not to repair. If this decision is made, Lessor shall notify Lessee within 20 days of said casualty, and this lease shall be terminated as of the date of said casualty. In any event, if Lessor's repairs take longer than 60 days with Lessor using all reasonable diligence to complete the same, Lessee may, at its option, terminate this lease effective the date of the casualty.
9. **Re-delivery of Premises:** Lessee shall return the premises the same as upon delivery except for reasonable use and wear. Property which remains after Lessee vacancies' shall be considered abandoned, and shall become Lessor's property, or removed at Lessee's expense. If Lessee removes a substantial portion of Lessee's property after a default or notification to Lessor that Lessee is vacating, Lessor may enter to prepare the premises for re-renting without any allowance to Lessee, and such acts shall not change or end this lease.
10. **Signs:** Lessee shall erect and maintain all signs for its business. Lessor shall specify the locations for the signs. Signs must be removed by Lessee at the end of the lease. Damage caused by the erection or removal shall be paid by Lessee.
11. **Garbage:** Lessee shall pay for the removal of its trash.
12. **Parking:** Lessor shall provide parking for 15 cars for Lessee's employees, agents, and invitees.
13. **Sub-Lease:** This lease may be sublet only with the prior written consent of Lessor.
14. **Termination of Lease:** Lessor shall have the option to terminate this lease if Lessee becomes insolvent, if Lessee makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed either by or against Lessee. In the event that Lessee contracts to purchase an office building, then the Lessee may terminate this lease upon ninety (90) days written notice to Lessor.
15. **Taxes:** Lessee is a non-profit corporation exempt from State of Florida Sales and Use Taxes, and its tax-exempt certificate number is _____. Lessee shall pay all taxes, if any, on personal property, fixtures, etc, placed by Lessee in or about the premises

16. Default: If Lessee defaults in the payment of rent, or Lessee or Lessor defaults in the performance of any of the other covenants or conditions hereof, the non-defaulting party may give the defaulting party notice of such default, and if the defaulting party does not cure any rent or other default within twenty (20) days after the giving of such notice, or if such other default is of such nature that it cannot be completely cured within such period, if the defaulting party does not commence such curing within such twenty (20) days, and thereafter proceed with reasonable diligence and in good faith to cure such default, then the defaulting party may terminate this lease on not less than ten (10) days notice, to the defaulting party. On the date specified in such notice, the term of the lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, the defaulting party remaining liable for any deficiencies arising out of said default or defaults.

17. Attorney Fees: If either party files an action to enforce any covenant of this lease, engages the services of an attorney to enforce any covenant of the lease, or for any default or breach of any covenant here, the defaulting party agrees to pay all reasonable attorneys' fees, including attorneys' fees on appeal, and costs incurred as a result of said breach.

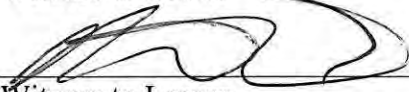
18. Option to Renew: Lessor grants Lessee the option to renew this lease for one additional year with a 90-day written notice. Rent will be determined at that time.



Witness to Lessor



Mary Ann Crawford - Lessor



Witness to Lessor

Witness to Lessee

Lessee

Witness to Lessee

Witness to Lessee

Lessee

Witness to Lessee



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 6/12/2026 Meeting Date: 6/18/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

The Agreement covers the design and construction of approximately 2,000 linear feet (LF) of rail tracks and a railroad crossing for inbound and outbound travels upon a pad ready 60-acre parcel within the NFMIP and crossing Tyre Road.

2. Recommended Motion/Action:

Approve Agreement Between Columbia County and North Florida Industrial Railroad, LLC.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

**AGREEMENT
BETWEEN
COLUMBIA COUNTY
AND
NORTH FLORIDA INDUSTRIAL RAILROAD, LLC**

This Reimbursement Agreement dated as of the __ day of May, 2026 (this “Agreement”), is being entered into by and between North Florida Industrial Railroad, LLC, a Delaware limited liability company (“NFL”), and Columbia County, an agency of the State of Florida (“County”). Capitalized terms used but not defined herein shall have the respective meanings assigned in the Grant Agreement (as defined below).

RECITALS

WHEREAS, the County applied for and was awarded a grant in an aggregate amount of \$2,000,000 (the “Grant”) by the Florida Department of Commerce (the “Commerce”) to carry out the North Florida Mega Industrial Park Project (the “Project”) as described in the Grant Agreement;

WHEREAS, the Project is composed of the following: design and construction of approximately 2,000 linear feet (LF) of rail tracks and a railroad crossing for inbound and outbound travels upon a pad ready 60-acre parcel within the NFMIP and crossing Tyre Road.

WHEREAS, in connection with the Grant, the County entered into the Grant Agreement with the Commerce attached hereto as Exhibit A (the “Grant Agreement”); and

WHEREAS, the Parties desire to enter into this Agreement to define their roles and responsibilities with respect to the Grant Agreement, the Grant and the Project.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants, agreements and conditions contained in this Agreement, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Grant Agreement.

(a) Each Party acknowledges and agrees that such Party has reviewed the Grant Agreement and the governing regulations (collectively, the “Governing Regulations”). Each Party agrees to perform its respective obligations under, and comply with the terms and conditions of, the Grant Agreement and Governing Regulations. With respect to the Subaward (as defined below), the County shall serve in the capacity of a pass-through entity with respect to such Subaward of the Grant and NFL shall serve in the capacity as a subrecipient of such Subaward of the Grant, in each case, as contemplated by the Grant Agreement and Governing Regulations. The County shall timely perform all obligations required of a pass-through entity under the Grant Agreement and Governing Regulations, including the timely submission of reimbursement requests and documentation to Commerce, and shall promptly notify NFL of any material communications from Commerce regarding the Grant or the Project.

(b) Without limiting the generality of the foregoing:

(i) NFL hereby agrees to:

- (1) timely deliver to the County any notices that a recipient is required to deliver under the Grant Agreement in accordance with the terms of the Grant Agreement based on any action or inaction of NFL or with respect to the Project;
- (2) assist County with the timely compliance with any reporting or monitoring obligations (including by providing any necessary information) that County has under the Grant Agreement; and
- (3) comply with the record retention requirements set forth in the Grant Agreement.

(c) County agrees not to amend the Grant Agreement without NFL's prior written consent.

(d) Each Party shall cooperate and work in good faith with the other Party in connection with performing their respective roles under the Grant Agreement.

2. Reimbursement.

(a) Subject to NFL's material compliance with the Grant Agreement, Governing Regulations and this Agreement, NFL shall be entitled to be reimbursed for allowed costs incurred in connection with the Project in accordance with the terms and subject to the conditions of the Grant Agreement, Governing Regulations and this Agreement up to an amount equal to the amount set forth in the Grant Agreement (collectively, the "Subaward").

(b) Following receipt of an NFL Invoice, County shall submit documentation that includes such NFL Invoice to Commerce for reimbursement within 30 days following County's receipt of such NFL Invoice.

(c) Within 5 business days of receipt of reimbursement from Commerce to County, County shall pay to NFL by electronic funds transfer or other method satisfactory to the Parties, the amount of the reimbursement.

(d) In order to request reimbursement of costs and expenses incurred with respect to the Project, NFL will submit to County, an invoice that clearly documents all costs incurred in furtherance of the Project, including receipts, invoices, and proof of payment from NFL to any supplier, contractor or service provider, in each case, reasonably satisfactory to County in order for County to apply and receive reimbursement of such costs and expenses under the Grant Agreement and Governing Regulations (each, a "NFL Invoice"). Each NFL Invoice will include a detailed breakout of all costs incurred and classify all costs by task as required by the Grant Agreement and Governing Regulations.

3. Termination This Agreement shall terminate automatically upon the termination

of the Grant Agreement without any further action by the Parties; provided, however, that (i) the County's obligation to submit NFL Invoices for costs incurred prior to such termination and to remit any reimbursement received from Commerce to NFL shall survive such termination, and (ii) Sections 4 through 10 shall survive termination of this Agreement.

4. Severability. If any term or other provision of this Agreement is declared invalid, illegal or incapable of being enforced by any governmental authority, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

5. Entire Agreement. This Agreement and any other instrument to be executed in connection herewith or submitted to governmental authorities in connection with the transaction contemplated by this Agreement constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, between the Parties with respect to the subject matter hereof.

6. Assignment. This Agreement and the rights and obligations hereunder may not be assigned by operation of law or otherwise without the prior written consent of the other Party (which consent may not be unreasonably conditioned or withheld), as the case may be, and any attempted assignment that is not in accordance with this Section 6 shall be null and void; provided, however, that either Party shall be permitted to assign this Agreement, in whole or in part, to any of its affiliates; provided further that no such assignment shall relieve such Party of its obligations hereunder.

7. Amendment. This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, the Parties that expressly references the Section of this Agreement to be amended, or (b) by a waiver in accordance with the Agreement.

8. Waiver. Either Party may (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other Party pursuant to this Agreement, or (c) waive compliance with any of the agreements of the other Party or conditions to such Party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition hereof shall not be construed as a waiver of any subsequent breach or as a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement.

9. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of, and be enforceable by, only the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon

any other entity or person any right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to any conflicts or choice of law principle that would otherwise result in the application of the laws of any jurisdiction other than Florida. Any and all disputes (“Actions”) arising out of, relating to, or in connection with this Agreement or the transactions contemplated hereby shall be heard and determined exclusively in the Courts of the State of Florida; provided, however, that if such court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any Florida state court or United States federal court sitting in the State of Florida. Consistent with the preceding sentence, each of the Parties hereby (a) submits to the exclusive jurisdiction of any federal or state court sitting in the State of Florida for the purpose of any Action brought by either Party that, directly or indirectly, arises out of or relates to this Agreement; (b) irrevocably waives and releases, and agrees not to assert by way of motion, defense, or otherwise, in or with respect to any such Action, any claim that (i) such Action is not subject to the subject matter jurisdiction of at least one of the above-named courts; (ii) its property is exempt or immune from attachment or execution in the State of Florida; (iii) such Action is brought in an inconvenient forum; (iv) that the venue of such Action is improper; or (v) this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above-named courts; and (c) agrees not to move to transfer any such Action to a court other than any of the above-named courts. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that a Party has breached this Agreement, then such breaching Party shall be liable for, and shall pay, the reasonable legal fees, costs and expenses that the non breaching Party has incurred in connection with such litigation, including any appeal therefrom.

11. Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in “pdf” form) in two or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

SO EXECUTED AND AGREED THIS ____ DAY OF _____, 2025.

NORTH FLORIDA INDUSTRIAL RAILROAD, LLC

By_____

Print Name_____

Title_____

SO EXECUTED AND AGREED THIS ____ DAY OF _____, 2026.

COLUMBIA COUNTY,

By_____

Print Name_____

Title_____

EXHIBIT A

FLAIR #: D0342

CGA Staff: TC

1. Agreement Manager: Cristin Beshears Program Area (Division): Community Development RIE Phone No.: 850.717.8486

☒ Financial (If Financial, Complete All Sections)e

Non-Financial (If Non-Financial, Complete Sections 1-4, 8, and 22)

2. Agreement Type: ☒ Original Agreement Renewal Number: Amendment Number:
If more than one funding source, show each source with amount of funds and Expansion Option (EO) and Version. If the contract will cross fiscal years, please indicate the amount that will be encumbered in the current fiscal year. If additional space is required, please attach a separate sheet.

3. eDepartment Agreement #e D0342 4. eBegin Datee DOE End Date 24 months Revised End Date 5. Grant # D0342 Mod. #e

6. eCFDA #e 40.042 7. Contract/Grant Totale \$ 2,000,000.00e Increase \$ (Decrease) (\$)

8. eEntity Name/Vendor ID #/Address/Phone #e Columbia County, BOCce 9. eMethod of Paymente ☒ Cost Reimbursemente 10. eVendor Determination Form Received?e
135 NE Hernando Ave. Ste. 203e Fixed Price or Fixed Rate Yes
Lake City, Florida, 32055 Other: (please specify) No

11. FLAIR Fund Code 202-648001e 12. FLAIR Object Code(s) 751000 13. Budget Entity 40300200 14. FLAIR Organization Code(s) 40-30-00-000e 15. Appropriation Categorye 143150-26

16. eExpansion Option/Version FL/03 17. OCAe 18. eCO Years 2025-2026e 19. eFLAIR Account Code (29-digits)e 40-202648001-40300200-00-143150-26e

20. eMethod of Procurement Type: EYe 21. eService Type 84101600 22. Agreement Typee 23. State Funded Project?e
Solicitation #e X Recipient/Subrecipient X Yes No
Award Date/Notification 12/18/2025e Other: (please specify)

ADMINISTRATIVE REVIEW

PRE-EXECUTION PHASE (DocuSign)

EXECUTION PHASE

Agreement Manager: Cristin Beshears 3/17/2026 Office of the General Counsel:

CPGA Manager: Arnaud Kone 3/17/2026 Chief Financial Officer:

Revenue Management: Ardianne Orbigoso 3/20/2026 Chief of Staff:

Bureau Chief/Manager: Secretary:

Director: Lecia Behenna 3/20/2026

Deputy Secretary: Justin R. Domer 3/20/2026

Chief Financial Officer: Caroline Womacke 3/20/2026

Chief of Staff: Adam Callaway 3/26/2026

Secretary: J. Alex Kellye 3/26/2026

COMMERCE-PUR100 (Revised - 11/15/2024)

COMMENTS (If Applicable)

Agreement Manager

CPGA Manager

Budget Management

Revenue Management

Bureau Chief

Director

Deputy Secretary

Chief Financial Officer

Chief of Staff

Secretary



Executive Briefing Sheet

Issue Title: D0342 – City Of Columbia County Board of County Commissioners–NFMIP Rail Extension												
Originating Office/Division: Community Development / Office of Rural Initiatives / Rural Infrastructure Fund	Preparer: Alissa Fan	Date: 3/3/2026										
Action Requested: Review and Approve request.												
Issue Summary: Columbia County Board of County Commissioners was awarded \$ 2,000,000 for a Rural Infrastructure Total Project Participation Grant to design and construct a rail spur within the North Florida Mega Industrial Park.												
Florida Statute: 288.0655	Lobbyist: N/A											
Issue Start Date: February 16, 2026	Due Date:											
External Partners: N/A	Cost: \$2,000,000											
Inform: DWS: ☐ DCD: ☐ DED: ☐ F&A: ☐ IT: ☐ CIO: ☐ Comms: ☐ Leg: ☐ EAT: ☐ OGC: ☐ OIG: ☐ COS: ☒ Sec: ☐ OPB: ☐ EOG: ☐												
Background: Section 288.0655, Florida Statutes ("F.S."), created the Rural Infrastructure Fund ("RIF") to facilitate the planning, preparing, and financing of infrastructure projects in rural communities which will encourage job creation, capital investment, and strengthening and diversification of rural economies by promoting tourism, trade, and economic development.	Relevant Data: The Columbia County BOCC was awarded \$2,000,000 for land acquisition, design and the construction of railways and accompanying crossing within North Florida Mega Industrial Park (NFMIP) and crossing Tyre Road allowing for potential increase in attracting more high-capacity investment firms and supporting local job growth. This Agreement is effective upon mutual execution of the FloridaCommerce grant agreement (the "Effective Date") and will expire 24 months following the effective date (the "Expiration Date"). BUDGET <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">Deliverables</th> <th style="text-align: right;">Awarded</th> </tr> </thead> <tbody> <tr> <td>Survey, Insurance, Appraisal, and Land Acquisition</td> <td style="text-align: right;">\$50,000.00</td> </tr> <tr> <td>Engineering Design</td> <td style="text-align: right;">\$200,000.00</td> </tr> <tr> <td>Construction</td> <td style="text-align: right;">\$1,750,000.00</td> </tr> <tr> <td>TOTAL BUDGET:</td> <td style="text-align: right;">\$2,000,000.00</td> </tr> </tbody> </table>		Deliverables	Awarded	Survey, Insurance, Appraisal, and Land Acquisition	\$50,000.00	Engineering Design	\$200,000.00	Construction	\$1,750,000.00	TOTAL BUDGET:	\$2,000,000.00
Deliverables	Awarded											
Survey, Insurance, Appraisal, and Land Acquisition	\$50,000.00											
Engineering Design	\$200,000.00											
Construction	\$1,750,000.00											
TOTAL BUDGET:	\$2,000,000.00											
Three options: Approve, approve with edits, reject with edits.												
Next steps: After the FloridaCommerce Secretary approves the grant agreement, it will be routed to the County for execution.												
Secretary/Chief of Staff Notes:												

**GRANT AGREEMENT
BETWEEN THE
STATE OF FLORIDA
DEPARTMENT OF COMMERCE
AND
COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA**

THIS GRANT AGREEMENT NUMBER D0342 ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the Columbia County Board of County Commissioners, **Florida**, a unit of general local government ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties".

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- ∞ Attachment 1: Scope of Work
- ∞ Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- ∞ Attachment 3: Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective upon mutual execution of the FloridaCommerce grant agreement (the "Effective Date") and will expire 24 months following the effective date (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

This Agreement is a Cost Reimbursement Agreement. Commerce shall pay Grantee up to **Two Million Dollars and Zero Cents (\$2,000,000.00)** in consideration for Grantee's performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the

availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures. (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2)

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/33/Vendors/default.htm>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Section 215.971, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records

under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequests@commerce.fl.gov within one business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal

of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions.** IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the

other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents 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 Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform

the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. **Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other

reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited

to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity

of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of

Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
2. Section 448.095, F.S., requires the following:
 - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. **Attorneys' Fees/Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated herein.

4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to 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 Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving 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. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to 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 them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:	Grantee's Agreement Manager:
Columbia County Board of County Commissioners	Jennifer Daniels
P.O Box 1529	P.O Box 1529
Lake City, Florida 32056	Lake City, Florida 32056
Phone: 386-755-4100	Phone: 386-755-4100
Email: aspradley@columbiacountyfla.com	Email: jdaniels@columbiacountyfla.com

Commerce's Agreement Manager:

Alissa Fan
107 East Madison Street, Caldwell Building
Tallahassee, FL 32399
Telephone: 850-717-8435
Email: Alissa.Fan@Commerce.fl.gov

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

DD. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

If applicable and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Grantee must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

EE. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Agreement has a value of \$100,000 or more, Grantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a

foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

FF. HUMAN TRAFFICKING

If applicable and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

If applicable, Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee under penalty of perjury attesting that Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

**Rest of page left intentionally blank.
Attachments to follow after signature page.**

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in all attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand and agree to the terms and conditions of the Agreement and attachments as of the Effective Date.

**FLORIDA DEPARTMENT OF
COMMERCE**

By _____
Signature

J. Alex Kelly

Title **Secretary**

Date _____

**COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS**

By _____
Signature
Tim Murphy

Title **Commissioner**
COLUMBIA COUNTY CHAIRMAN

Date **APRIL 2, 2026**

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

ATTACHMENT 1 SCOPE OF WORK

1. PROJECT DESCRIPTION:

Under section 288.0655, Florida Statutes ("F.S."), the Rural Infrastructure Fund ("RIF") was created to facilitate the planning, preparing, and financing of infrastructure projects in rural communities in order to encourage job creation, capital investment, and strengthen and diversify rural economies by promoting tourism, trade, and economic development.

Section 288.0655(2)(b), F.S., provides that Commerce may award grants for up to 75 percent of the total infrastructure project cost, or up to 100 percent of the total infrastructure project cost for a project located in a rural community as defined in s. 288.0656(2), F.S., which is also located in a fiscally constrained county as defined in s. 218.67(1), F.S., or a rural area of opportunity as defined in s. 288.0656(2), F.S.

The Columbia County Board of County Commissioners ("Grantee") will use funding to design and construct approximately 2,000 linear feet (LF) of rail tracks and a railroad crossing for inbound and outbound travels upon a pad ready 60-acre parcel within the North Florida Mega Industrial Park (NFMIP) and crossing Tyre Road.

2. GRANTEE'S RESPONSIBILITIES: Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, complete the following tasks:

A. Survey, Insurance, Appraisal & Land Acquisition

1. Update to current and finalize engineering design and planning.
2. Conduct all necessary pre-acquisition activities for the purchase of property to construct railroad tracks and crossing as described in Section D including but not limited to survey(s), appraisal(s), and title insurance.
3. Purchase approximately 2,000 linear feet of land for 25-foot-wide railway easements.

B. Engineering Design

1. Update and activate applicable permits to allow for completion of engineering plan and specifications.
2. Complete and finalize engineering master plan.
3. Survey easements for new railway and stormwater retention, as necessary.
4. Obtain copy of permits, as necessary, including Florida Department of Transportation (FDOT) permit for the crossing of Tyre Road.

C. Construction

1. Prepare the site and mobilization of necessary equipment.
2. Prepare rail easements and any required stormwater retention facilities, as necessary.
3. Construct approximately 1-mile of railway including crossing Tyre Road.
4. Install crossing equipment and protective devices as aligned with FRA Class 2 track standards.
5. Perform inspection of railway and railroad crossing.

3. COMMERCE'S RESPONSIBILITIES:

- A. Monitor the ongoing activities and progress of Grantee, as Commerce deems necessary, to verify that all activities are being performed in accordance with the Agreement.
- B. Perform Agreement management responsibilities as stated herein.
- C. Reply to reasonable inquiries pursuant to the Agreement.
- D. Review Grantee's invoices for accuracy and thoroughness, and if accepted, process invoices on a timely basis; and
- E. Maintain paper or electronic copies of all documents submitted pursuant to Sections 5 and 6 of this Scope of Work.

4. DELIVERABLES:

Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Survey, Insurance, Appraisal, and Land Acquisition		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall provide completed Survey, Insurance, Appraisal, and Land Acquisition deliverables in accordance with Section 2.A. of this Scope of Work.	Grantee may be allowed reimbursement upon 10% increments until 90% and 100% completion of identified tasks in accordance with Section 2.A of this Scope of Work, evidenced by submission to Commerce's Agreement Manager of the following: 1) Invoice package as defined in Section 6 of this Scope of Work. 2) Copy of: a. Property appraisal, b. Easement survey, c. Warranty deed, d. Title insurance; and e. HUD Statement	Failure to complete the Minimum Level of Service as specified shall result in non-payment. Commerce shall withhold 10% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.
Deliverable No. 1 Not to Exceed: \$50,000.00		
Deliverable No. 2 – Engineering Design		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall provide completed Engineering Design deliverables in accordance with Section 2.B. of this Scope of Work.	Grantee may be allowed reimbursement upon 10%, increments until 90% and 100% completion of identified tasks in accordance with Section 2.B of this Scope of Work, evidenced by submission to	Failure to complete the Minimum Level of Service as specified shall result in non-payment. Commerce shall withhold 10% of the total deliverable amount

	Commerce's Agreement Manager of the following: 1) Invoice package as defined by section 6 of this scope of work. 2) Copy of final engineering plans and specifications. 3) Copy of FDOT and FDOT Rail Corridor/Right of Entry, as necessary. 4) Copy of County Commission Meeting minutes reflecting approval of construction contractor.	until Grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.
Deliverable No. 2 Not to Exceed: \$200,000.00		
Deliverable No. 3 – Construction		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall provide completed Construction deliverables in accordance with Section 2.C. of this Scope of Work.	Grantee may be allowed reimbursement upon 5%, increments until 95% and 100% completion of identified tasks in accordance with Section 2.C of this Scope of Work, evidenced by submission to Commerce's Agreement Manager of the following: 1) Invoice package as defined by section 6 of this scope of work. 2) Certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete. 3) Copy of photos before, during and after construction.	Failure to complete the Minimum Level of Service as specified shall result in non-payment. Commerce shall withhold 5% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.
Deliverable No. 3 Not to Exceed: \$1,750,000.00		
TOTAL AWARD NOT TO EXCEED: \$2,000,000.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables section 4 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to

the above Deliverable amounts that do not exceed 10% of each deliverable total funding amount. Changes that exceed 10% of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

5.e REPORTING:

5.1 Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section 4. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**

5.2 Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

5.3 Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

6. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

6.1 Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

6.2 Invoices must contain Grantee's name, address, federal employer identification number or other

applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

6.2.1 A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to Commerce in the budget appropriation; (2) are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period;

6.2.2 Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.

6.2.3 When applicable, a certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.

6.2.4 A copy of all supporting documentation for vendor payments.

6.2.5 A copy of the cancelled check(s) specific to the project or a copy of the bank statement that includes the cancelled check.

6.3 Commerce may require any other information from Grantee that Commerce deems necessary to verify that the services have been rendered under the Agreement.

6.4 All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

6.5 Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instructions on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of this Agreement.

6.6 If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

6.6.1 A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship: or

6.6.2 A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

7. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section 4, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce 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.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce 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 Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, 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).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), 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 (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce 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 Commerce, 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. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 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 (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If 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, F.S., 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).

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.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
 Florida Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

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

Auditor General
 Local Government Audits/342
 Claude Pepper Building, Room

401 111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):

Audit@commerce.fl.gov

or

Paper (hard copy):

Florida Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 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 five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, 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 Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

EXHIBIT 1 to Attachment 2

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **FLORIDA DEPARTMENT OF COMMERCE**
CSFA: 40.042
REGIONAL COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
\$2,000,000.00

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

1. **ALL REQUIREMENTS OF THIS AGREEMENT.**
2. **PLEASE ALSO NOTE THAT THE TOTAL AMOUNT OF THE RURAL
INFRASTRUCTURE FUND AWARD UNDER THIS AGREEMENT IS LIMITED TO
\$2,000,000.00.**

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
 FEIN: _____
 Grantee's Fiscal Year: _____
 Contact Person Name and Phone Number: _____
 Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

 Signature of Authorized Representative

 Date

 Printed Name of Authorized Representative

 Title of Authorized Representative



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: 6/12/2026 Meeting Date: 6/18/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

BA 26-38 Clerk is asking for additional funds for the Grant Manager salary increase.

2. Recommended Motion/Action:

Approve BA 26-38

3. Fiscal impact on current budget.

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

The budget amendment number is 26-38 using fund(s) 001-GENERAL FUND.

FROM:	TO:	AMOUNT:
001-1000-511.30-55 OPERATING EXPENDITURES/TRAINING	001-8100-581.91-12 INTERFUND TRANSFERS OUT/CLERK TO BOARD	\$3,370.00



JAMES M. SWISHER, JR.
Columbia County Clerk Of Courts & Comptroller



Date: 06/12/2026

To: Amy Spradley, BOCC Financial Manager

Re: Clerk to Board BA Request

Please submit a BA request on behalf of the Clerk to Board office for \$3,370 in additional personnel services to allocate towards the salary increase of the Grant Manager position.

Thank you,
Amy Crews
Finance Director



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: 6/12/2026 Meeting Date: 6/18/2026

Department: Building Department

1. Nature and purpose of agenda item:

Request to authorize a Call of Public Hearing to consider adoption of an ordinance incorporating State-mandated liability provisions for onsite sewage treatment and disposal systems and clarifying acceptance of septic service applications for processing.

2. Recommended Motion/Action:

Move to approve a Call of Public Hearing to consider the proposed ordinance relating to onsite sewage treatment and disposal systems, with an effective date of August 1, 2026.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 – Kevin Parnell
District No. 2 – Rocky Ford
District No. 3 – Robby Hollingsworth
District No. 4 – Everett Phillips
District No. 5 – Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: David Kraus, County Manager

FR: Melissa Garber, Assistant Building & Zoning Director 

DATE: June 12, 2026

RE: Call of Public Hearing – Proposed Ordinance Regarding Onsite Sewage Treatment and Disposal Systems as they pertain to Building Permits

Purpose

This memorandum requests that the Board of County Commissioners authorize a Call of Public Hearing to consider adoption of a proposed ordinance relating to onsite sewage treatment and disposal systems. **If adopted, the ordinance will take effect on August 1, 2026.**

Background

Recent changes in State law establish specific requirements and liabilities associated with the construction of onsite sewage treatment and disposal systems. To ensure local compliance and to provide clear direction to applicants, staff recommends adoption of a county ordinance that incorporates the statutory language and clarifies the responsibilities of property owners and applicants.

In addition, adoption of this ordinance will formally recognize **receipt of a septic services application as sufficient for building permit application acceptance**, allowing staff to begin processing and tracking the request even when supporting documentation is still pending. This clarification improves workflow, ensures timely intake, and provides applicants with a clear, predictable starting point in the permitting process.

Proposed Ordinance Language

The proposed ordinance would adopt the following provision:

“Pursuant to State law, if construction of the onsite sewage treatment and disposal system commences before issuance of the permit for the onsite sewage treatment and disposal system, the property owner or the applicant must assume **all legal, financial, and safety liabilities** arising therefrom.”

This language mirrors the statutory requirement and ensures that applicants are fully informed of the consequences of initiating construction prior to permit issuance.

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

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100



Columbia County Health Department
217 NE Franklin St Lake City, FL 32055

PAYING ON: # 12-SC-2831931 BILL DOC # 12-BID-7016195 CONSTRUCTION APPLICATION #: AP2026973
RECEIVED FROM: COLUMBIA **23-0845 COUNTY AMOUNT PAID: \$ 425.00
PAYMENT FORM: check PAYMENT DATE: 12/12/2025
MAIL TO: COLUMBIA **23-0845 COUNTY
BETHLEHEM
Fort White, FL 32038

FACILITY NAME : _____

PROPERTY LOCATION:

157 SW BETHLEHEM
Fort White, FL 32038

Lot: _____ Block: _____

Property ID: 09899-000

EXPLANATION or DESCRIPTION:	QUANTITY	FEE
- OSTDS Construction Permit	1	\$ \$425.00

RECEIVED BY: SMobley

AUDIT CONTROL NO. 12-PID-134568