BOARD OF COUNTY COMMISSIONERS

REGULAR MEETING

SCHOOL BOARD ADMINISTRATIVE COMPLEX

372 WEST DUVAL STREET

August 20, 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 Rocky Ford)

Pledge to U.S. Flag

Additions or Deletions

Approval of Agenda

Quasi-judicial Hearing

Joel Foreman, County Attorney

(1) Ordinance NO. 2026-10- Amend the Zoning from Rural Residential (RR) to Commercial Highway Interchange (CHI) - Parcels 02-6S-17-09554-000; 02-6S-17-09554-002; 02-6S-17-09555-000 - District 4. (p.1)

Public Hearings

Seth Lane, County Planner

(2) Ordinance NO. 2026-09 - Change the Future Land Use Map and Comprehensive Plan from Residential, Very Low to Commercial Highway Interchange - Parcels 02-6S-17-09554-000; 02-6S-17-09554-002; and 02-6S-17-09555-000 - District 4 (p.71)

(3) Ordinance NO. 2026-08- Amending Ordinance NO. 91-6, The Columbia County Comprehensive Plan- District 3 (p.142)

Approval of Consent Agenda

Adoption of Consent Agenda

Discussion and Action It ems

Kevin Kirby, Assistant County Manager

(1) Nutrien Sand Lease (p.246)

(2) FY 26/27 Mosquito Control - Annual Certified Budget (p.267)

(3) Bid No. 2026-N Sign Materials (p.270)

(4) Creation of Project Specialist Position (p.314)

(5) DEP/ DRP Sublease – Ichetucknee Trace State Park (p.318)

David Kraus, County Manager

(6) Update on Status of North Florida Mega Industrial Park (p.325)

(7) Amendment 2 to Disaster Debris Removal and Disposal Contract (p.326)

(8) CDBG Housing Assistance Plan (HAP) & Procedures Revision - Temporary Relocation (p.331)

(9) Appointments to Value Adjustment Board (p.392)

(10) 2026-2027 State Aid to Libraries Grant Agreement, State Aid to Libraries Grant Application Certification of Hours, and Free Library Service, and Access to Materials (p.395)

(11) BA 26-47 - Additional Funds for Hurricane Helene Grant Administration - $100,000 (p.412)

(12) BA 26-48 - Funds needed to pay invoices that were not received for the NFMIP WWTP - $32,471 (p.415)

Open Public Comments t o the Bo ard – 3 Minut e Limit

Staff Comments

Updat es fr om the County Manager

Commissioner Comments

Adjour nment

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

Department: Zoning Department Meeting Dat e: 8/20/2026

1. Nature and purpose of agenda item:

   Ordinance NO. 2026-10, amends Ordinance NO. 98-1, the Columbia County Land Development Regulations; pursuant to application Z260601, providing for changing the lands from Rural Residential (RR) to Commercial Highway Interchange (CHI). Recommended for approval by the Columbia County Planning and Zoning board via Resolution NO. PZ/LPA Z260601.

2. Recommended Motion/Action:

   Approve Ordinance NO. 2026-10

3. Fiscal impact on current budget:

   This item has no effect on the current budget.

ORDINANCE NO. 2026-10

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 PROVIDING FOR THE CHANGING THE ZONING CLASSIFICATION FROM RURAL RESIDENTIAL (RR) TO COMMERCIAL HIGHWAY INTERCHANGE (CHI) 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. Z260601, a petition by Justin Tabor, agent for 4K Cattle Company LLC, requesting a zoning change from Rural Residential to Commercial Highway Interchange on the lands described as follows: Parcel(s) # 02-6S-17-09554-000; 02-6S-17-09554-002; 02-6S-17-09555-000 THAT PART OF SW1/4 OF NW1/4 LYING S OF I-75 & NW1/4 OF SW1/4 LYING S OF I-75, EX W1/2 OF W1/2 OF NW1/4 OF SW1/4. 531-249, 836-694, 865-2603, WD 1074-2597, WD 1558-2665, S 60 FT OF W1/2 OF W1/2 OF NW1/4 OF SW1/4. 853-1265, 855-15, QC 1067-2102, DC 1067-2103, WD 1074-2592, WD 1074-2597, WD 1558-2665, SW1/4 OF SW1/4 & 15 AC OFF W SIDE OF SE1/4 OF SW1/4, EX BEG SW COR SEC, RUN N 30 FT, E 1157.58 FT, S 30 FT, W TO W LINE OF SEC & POB. 373-394, POA 778-1171, 834-957, WD 1073-2062, WD 1079-1463, WD 1558-2665, Located on the West side of SE Giles Martin Avenue.

Containing 81.87 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 20th day of August 2026.

Attest:

BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA

James M. Swisher, Jr., County Clerk

Tim Murphy, Chairman

RESOLUTION NO. PZ/LPA Z260601

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 RURAL RESIDENTIAL (RR) TO COMMERCIAL HIGHWAY INTERCHANGE (CHI) 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. Z260601 – A petition by Justin Tabor, agent for 4K Cattle Company LLC, requesting a zoning change from Rural Residential to Commercial Highway Interchange on the lands described as follows: Parcel(s) # 02-6S-17-09554-000; 02-6S-17-09554-002; 02-6S-17-09555-000 THAT PART OF SW1/4 OF NW1/4 LYING S OF I-75 & NW1/4 OF SW1/4 LYING S OF I-75, EX W1/2 OF W1/2 OF NW1/4 OF SW1/4. 531-249, 836-694, 865-2603, WD 1074-2597, WD 1558-2665, S 60 FT OF W1/2 OF W1/2 OF NW1/4 OF SW1/4. 853-1265, 855-15, QC 1067-2102, DC 1067-2103, WD 1074-2592, WD 1074-2597, WD 1558-2665, SW1/4 OF SW1/4 & 15 AC OFF W SIDE OF SE1/4 OF SW1/4, EX BEG SW COR SEC, RUN N 30 FT, E 1157.58 FT, S 30 FT, W TO W LINE OF SEC & POB. 373-394, POA 778-1171, 834-957, WD 1073-2062, WD 1079-1463, WD 1558-2665, Located on the West side of SE Giles Martin Avenue.
CONTAINING 81.87 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 July 2026.

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

Attest:

Seth Lane, Secretary to the
Planning and Zoning Board

Mike McKee, Chair

74601

Columbia County Gateway to Florida

FOR PLANNING USE ONLY
Application # Z 2600601
Application Fee $1,850.00
Receipt No. 773529
Filing Date 4-5-2026
Completeness Date

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

A. PROJECT INFORMATION

1. Project Name: 4 K Cattle Company, LLC Rezoning
2. Address of Subject Property: N/A
3. Parcel ID Number(s): 02-6S-17-09554-000; 02-6S-17-09554-002; 02-6S-17-09555-000
4. Future Land Use Map Designation: Residential, Very Low (Currently); Highway Interchange (Proposed)
5. Existing Zoning Designation: Rural Residential
6. Proposed Zoning Designation: Commercial Highway Interchange
7. Acreage: TBD
8. Existing Use of Property: Agriculture
9. Proposed use of Property: Agriculture

B. APPLICANT INFORMATION

1. Applicant Status ☐ Owner (title holder) ■ Agent
2. Name of Applicant(s): Justin Tabor, AICP, CFM Title: Senior Planner
   Company name (if applicable): North Florida Professional Services, Inc.
   Mailing Address: PO Box 3823
   City: Lake City State: FL Zip: 32056
   Telephone: (352) 316-7798 Fax: (___)_____ Email: jtabor@nfps.net

   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): James Ketcham, Manager, 4 K Cattle Company, LLC
   Mailing Address: 295 SE Bailey Street
   City: Lake City State: FL Zip: 32024
   Telephone: (___)_____ Fax: (___)_____ Email:_____

   PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.
   ***Must provide an executed Property Owner Affidavit Form authorizing the agent to act on behalf of the property owner.**

C. 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: N/a
   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_____
   Site Specific Amendment to the Official Zoning Atlas (Rezoning): ☐Yes _____ ■No _____
   Site Specific Amendment to the Official Zoning Atlas (Rezoning) Application No. Z_____
   Variance: ☐Yes _____ ■No _____
   Variance Application No. V_____
   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.

Columbia County -- Building and Zoning Department
P.O. Box 1529, Lake City, Fl 32056-1529 ◆ (386) 758-1008

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 BEFORETHE 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.

Justin Tabor, AICP, CFM, Senior Planner, NFPS

Applicant/Agent Name (Type or Print)

Justin Tabor, AICP, CFM Digitally signed by Justin Tabor, AICP, CFM DN: C=US, E=jtabor@nfps.net, O="North Florida Professional Services, Inc.", CN="Justin Tabor, AICP, CFM" Date: 2026.06.03 14:55:12-04'00'

Applicant/Agent Signature

6/4/2026

Date

COLUMBIA COUNTY, FLORIDA
PLANNING AND ZONING BOARD
STAFF REPORT

Small-Scale Comprehensive Plan Amendment and Site-Specific Rezoning

Applicant/Owner	4 K Cattle Company, LLC
Agent	North Florida Professional Services, Inc.; Justin Tabor, AICP, CFM
Applications	Small-Scale Future Land Use Map Amendment and Site-Specific Amendment to the Official Zoning Atlas
Property Size	Approximately 81.87 acres
Parcel Identification Numbers	02-6S-17-09554-002; 02-6S-17-09555-000; 02-6S-17-09554-000
Location	South of the Interstate 75 and US 41/441 interchange in the Ellisville area
Existing Future Land Use	Residential - Very Low
Proposed Future Land Use	Highway Interchange
Existing Zoning	Rural Residential (RR)
Proposed Zoning	Commercial Highway Interchange (CHI)
Existing Use	Agriculture
Proposed Use	No specific development proposed at this stage; future uses limited to those allowed by the requested designation and zoning district

I. Request

The applicant requests approval of a Small-Scale Future Land Use Map amendment changing the Future Land Use Map designation from Residential - Very Low to Highway Interchange and a companion site-specific rezoning from Rural Residential (RR) to Commercial Highway Interchange (CHI). The requested zoning is intended to implement the proposed Highway Interchange future land use designation.

II. Site and Surrounding Area

The subject property is located south of the Interstate 75 and US 41/441 interchange in the Ellisville area. The application materials identify nearby interstate-oriented commercial uses, including travel center, fueling, restaurant, mini-storage, hotel, and other highway commercial uses. The subject property is also adjacent to public facility lands to the east and lands with Highway Interchange/CHI designations to the north and west.

III. Comprehensive Plan Consistency

Staff reviewed the request for consistency with the Columbia County Comprehensive Plan, including the Future Land Use Element, Transportation Element, and public facilities policies. The site is located within the Designated Urban Development Area, where the Comprehensive Plan directs future population growth and associated urban development. The proposed Highway Interchange designation is intended for interstate and highway-oriented uses such as restaurants, automotive service stations, motels, campgrounds, retail outlets, truck stops, light manufacturing and assembly in enclosed buildings, and storage/distribution facilities, subject to a maximum intensity of 1.0 floor area ratio. Based on the submitted application materials, staff finds the proposed amendment generally consistent with the Comprehensive Plan, provided that public facility capacity, access, stormwater, environmental permitting, and all applicable development standards are addressed at the time of development review.

IV. Land Development Regulations - Section 16.2 Review

Staff reviewed the rezoning request under the standards for zoning amendments in Section 16.2 of the Columbia County Land Development Regulations. The proposed CHI zoning district would implement the requested Highway Interchange future land use designation. The change would extend an existing highway commercial/interchange development pattern and would not create an isolated zoning district unrelated to nearby districts. The request would reduce residential development potential and replace it with nonresidential intensity, subject to concurrency and development review. Any future site plan must comply with County standards for access, buffering, lighting, drainage, stormwater management, parking, landscaping, floodplain management, wetland protection, and other applicable requirements.

V. Public Facilities and Concurrency

The applicant submitted a public facilities impact analysis addressing transportation, potable water, sanitary sewer, solid waste, recreation, and public schools. The analysis indicates that future nonresidential development may generate traffic and utility demand but that final concurrency review will occur at the development approval stage. Because the proposed land use and zoning are nonresidential, no public school or recreation facility impact is anticipated from the land use change itself. Capacity must be available, or required improvements must be provided, before any future development may proceed.

VI. Environmental Review

The application materials identify portions of the subject property within Flood Zone A and areas mapped by the National Wetlands Inventory as potential wetlands. No site development is approved by this staff report. Future development must comply with the Columbia County Comprehensive Plan, Land Development Regulations, floodplain management regulations, stormwater requirements, and all applicable State and Federal wetland or environmental permitting requirements. Wetlands, floodplain areas, drainage, and environmental constraints must be verified and addressed during development review.

VII. Findings of Fact

1. The subject property contains approximately 81.87 acres.

2. The existing Future Land Use Map designation is Residential - Very Low, and the proposed designation is Highway Interchange.

3. The existing zoning is Rural Residential (RR), and the proposed zoning is Commercial Highway Interchange (CHI).

4. The property is located within the Designated Urban Development Area and near the I-75/US 41-441 interchange.

5. The proposed change is generally consistent with the surrounding highway commercial development pattern.

6. Final impacts related to transportation, utilities, drainage, wetlands, floodplain, buffering, and compatibility must be addressed through concurrency and development review.

VIII. Staff Recommendation

Based upon the application materials and staff review of the Columbia County Comprehensive Plan and Land Development Regulations, staff recommends that the Planning and Zoning Board recommend APPROVAL of the Small-Scale Future Land Use Map Amendment and the associated Site-Specific Rezoning to the Board of County Commissioners, subject to compliance with all applicable Comprehensive Plan policies, Land Development Regulations, concurrency requirements, and agency permitting requirements at the time of development review.

IX. Recommended Motion

Motion to recommend approval of the requested Small-Scale Future Land Use Map Amendment from Residential - Very Low to Highway Interchange and the companion Site-Specific Rezoning from Rural Residential (RR) to Commercial Highway Interchange (CHI), based on the findings in the staff report and subject to all applicable development review, concurrency, and permitting requirements.

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Application Package
for
4 K Cattle Company, LLC
Land Use Change & Rezoning

Prepared for:
Columbia County
Office of Planning & Zoning

Prepared on behalf of:
4 K Cattle Company, LLC

Prepared by:
Justin Tabor, AICP, CFM
Senior Planner
North Florida Professional Services, Inc.

PN#L260415KET

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

June 4, 2026

Mr. Christian "Seth" Lane
County Planner
135 N.E. Hernando Avenue
Lake City, FL 32055

RE: Applications for Small-Scale Comprehensive Plan Amendment (SSCPA) and Site-Specific Amendment to the Official Zoning Atlas (Rezoning)
4K Cattle Company, LLC
Tax Parcel ID Numbers 02-6S-17-09554-002; 02-6S-17-09555-000; and a portion of 02-6S-17-09554-000

Mr. Lane,

On behalf of 4K Cattle Company, LLC, North Florida Professional Services (NFPS) is pleased to submit applications for a SSCPA and a Rezoning on a ±81.87 acre subject property, comprised of Tax Parcel ID Numbers 02-6S-17-09554-002, 02-6S-17-09555-000, and a portion of 02-6S-17-09554-000. The subject property is located south of the Interstate-75 – US 41/441 interchange proximate to existing commercial uses. The existing Future Land Use Map (FLUM) Designation of the subject property is Residential – Very Low and the existing zoning is Rural Residential (RR). These applications propose to amend the FLUM Designation to Highway Interchange and the zoning to Commercial, Highway Interchange (CHI), consistent with the lands located to the north and west of the subject property.

We trust that the attached information is sufficient for your review and for consideration of approval by the Board of County Commissioners. Please contact me at 352-316-7798 or jtabor@nfps.net if you have any questions or need additional information to complete your review.

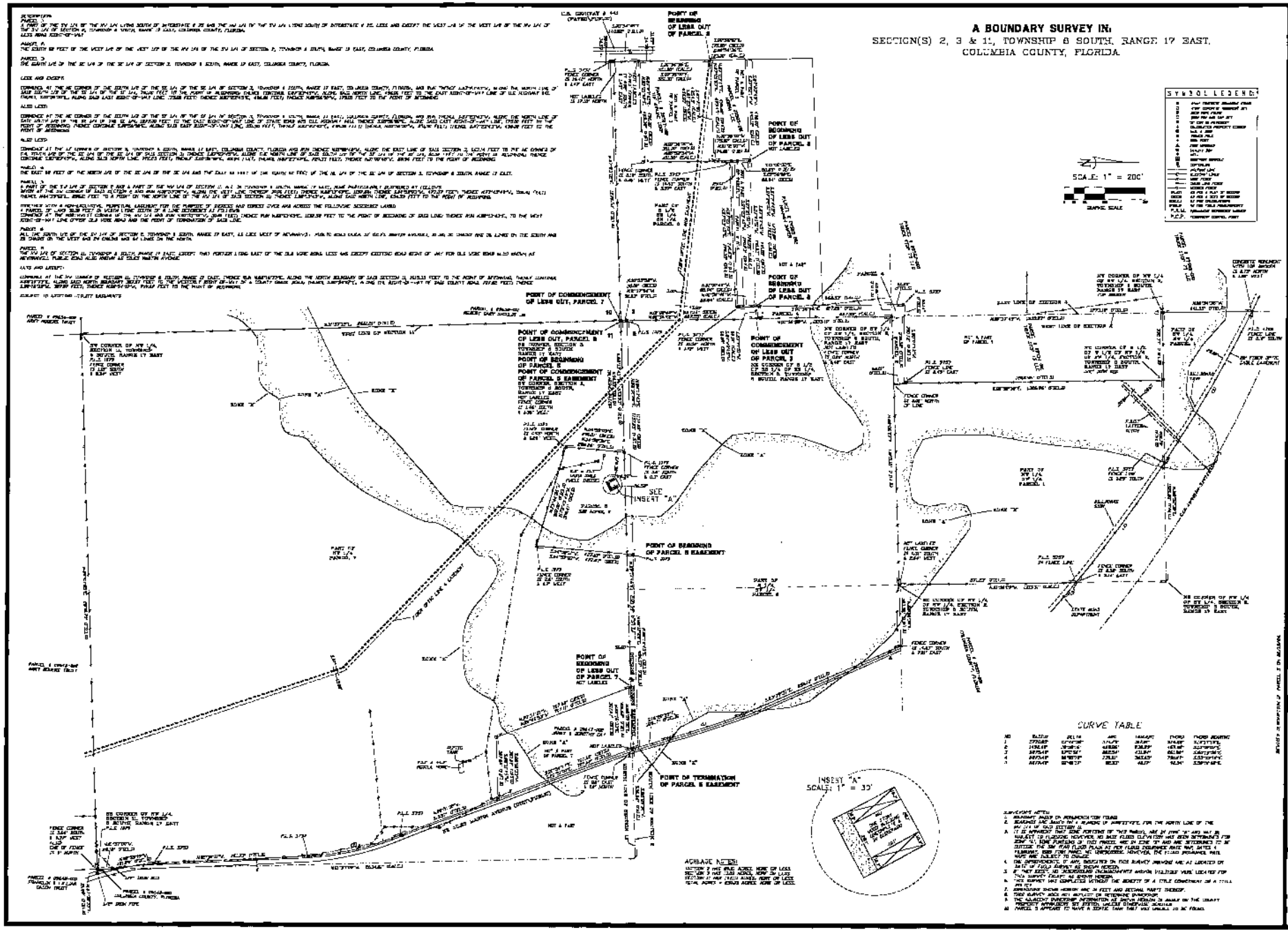
SINCERELY,

JUSTIN TABOR, AICP
SENIOR PLANNER
NORTH FLORIDA PROFESSIONAL SERVICES, INC.
POST OFFICE BOX 3823, LAKE CITY, FL 32056
1450 SW SR 47, LAKE CITY, FL 32025
386-752-4675 OFFICE

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Attachment 1

Boundary Sketch / Survey



BRITT SURVEYING & MAPPING, LLC

LAND SURVEYORS AND MAPPERS, L.B. # 6815

1645 SW MAIN BLVD. LAKE CITY, FLORIDA 32025

CERTIFIED TO:

FIELD WORK BY: _____ DRAWN BY: _____ CHK'D BY: _____

SHEET 1 OF 1

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Attachment 2

Aerial Photo

Please see attached Justification Report

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Attachment 3

Concurrency Impact Analysis

Please see attached Justification Report

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Attachment 4

Analysis of Compliance with Land Development Regulations

Please see attached Justification Report

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Attachment 5

Legal Description

COLUMBIA COUNTY
Property Appraiser

Parcel 02-6S-17-09555-000 https://search.ccpafl.com/parcel/09555000176S02

Owners

4 K CATTLE COMPANY LLC
295 SE BAILEY ST
LAKE CITY, FL 32024

Use: 6200: PASTURE CLS33
Subdivision: DIST 3

Legal Description

SW1/4 OF SW1/4 & 15 AC OFF W SIDE OF SE1/4 OF SW1/4, EX BEG SW COR SEC, RUN N 30 FT, E 1157.58 FT, S 30 FT, W TO W LINE OF SEC & POB.

373-394, POA 778-1171, 834-957, WD 1073-2062,...



COLUMBIA COUNTY
Property Appraiser

Parcel 02-6S-17-09554-000 https://search.ccpafl.com/parcel/09554000176S02

Owners

4 K CATTLE COMPANY LLC
295 SE BAILEY ST
LAKE CITY, FL 32024

Use: 9900: NON AG ACREAGE
Subdivision: DIST 3

Legal Description

THAT PART OF SW1/4 OF NW1/4 LYING S OF I-75 & NW1/4 OF SW1/4 LYING S OF I-75, EX W1/2 OF W1/2 OF NW1/4 OF SW1/4.

531-249, 836-694, 865-2603, WD 1074-2597,...



COLUMBIA COUNTY
Property Appraiser

Parcel 02-6S-17-09554-002 https://search.ccpafl.com/parcel/09554002176S02

Owners

4 K CATTLE COMPANY LLC
295 SE BAILEY ST
LAKE CITY, FL 32024

Use: 6200: PASTURE CLS33
Subdivision: DIST 3

Legal Description

S 60 FT OF W1/2 OF W1/2 OF NW1/4 OF SW1/4.

853-1265, 855-15, QC 1067-2102, DC 1067-2103, WD 1074-2592, WD 1074-2597, WD 1558-2665,



PARCEL 1

A part of the NW ¼ of the SW ¼ of Section 2, Township 6, South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Begin at the SE Corner of the NW ¼ of the SW ¼ of said Section and run thence S.88°06'27"W., along the South line of the NW ¼ of the SW ¼, a distance of 994.58 feet; Thence N.00°52'58"W., a distance of 901.96 feet; Thence N.88°52'30"E., a distance of 409.70 feet; Thence N.00°52'58"W., a distance of 427.00 feet to an iron rod (PLS 5757) on the South right-of-way of U.S. Interstate Highway 75 (I-75), said point being on a point of curvature; Thence along the arc of said curve, an angle of 06°05'18", an arc distance of 730.61 feet, said arc being subtended by a chord bearing of S.53°39'16"E. and a chord distance of 730.27 feet to a point on the intersection of the South right-of-way line of I-75 with the West line of the NW ¼ of the SW ¼ ; Thence S.01°06'09"E., along the West line of the NW ¼ of the SW ¼ , a distance of 871.25 feet to the Point of Beginning.

Containing 23.24 Acres, More or Less

PARCEL 2

The South 60 feet of the West ½ of the West ½ of the NW ¼ of the SW ¼ of Section 2, Township 6 South, Range 17 East, Columbia County, Florida.

Containing 0.46 Acres, More or Less

PARCEL 3

All the South ½ of the SW ¼ of Section 2, Township 6 South, Range 17 East, Columbia County, Florida, as lies West of Newmanville Public Road (A.K.A. SE Giles Martin Avenue), being 30 Chains and 56 Links on the South and20 Chains on the West and 24 Chains and 64 Links on the North.

Containing 58.17 Acres, More or Less

Collectively, all three parcels contain 81.87 Acres, More or Less

Attachment 6

Proof of Ownership

nes M Swisher Jr Clerk of Courts, Columbia County, Florida Doc Deed: 15,400.00

sale price $2,200,000.00
doc stamps 15,400.00

PREPARED BY & RETURN TO:

Name: Trish Lang, an employee of
INTEGRITY TITLE SERVICES, LLC
Address: 757 W. DUVAL STREET
LAKE CITY, FL 32055

File No. 25-12007TL

Parcel No.: SEE PARCEL NUMBERS IN NOTES

Inst: 202612001513 Date: 01/23/2026 Time: 11:07AM
Page 1 of 4 B: 1558 P: 2665, James M Swisher Jr, Clerk of Court
Columbia, County, By: VC
Deputy ClerkDoc Stamp-Deed: 15400.00

SPACE ABOVE THIS LINE FOR PROCESSING DATA | *SPACE ABOVE THIS LINE FOR RECORDING DATA*

This **WARRANTY DEED**, made the 15 day of January, 2026, by **GARY D. BROWN, INDIVIDUALLY AND AS TRUSTEE OF THE GARY D. BROWN AMENDED AND RESTATED FUNDED REVOCABLE TRUST, DATED AUGUST 30, 2005**, hereinafter called the Grantor, to **4 K CATTLE COMPANY, LLC**, having its principal place of business at **295 SE BAILEY STREET, LAKE CITY, FLORIDA 32024**, hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate in County of Columbia, State of Florida, viz:

SEE EXHIBIT "A" ATTACHED

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO TAXES FOR THE YEAR 2026 AND SUBSEQUENT YEARS, RESTRICTIONS, RESERVATIONS, COVENANTS AND EASEMENTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the same in fee simple forever.

And the Grantor hereby covenants with the 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 and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever. Grantor further warrants that said land is free of all encumbrances, except as noted herein and except taxes accruing subsequent to December 31, 2025.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature
Printed Name: Jane A. Dixon
Witness Address: 26 Fennvue Drive
Pittsburgh, PA 15205

Witness Signature
Printed Name: LISA A MORETTI
Witness Address: 316 E MAIN ST
CARNEGIE PA 15101

Name: GARY D. BROWN, INDIVIDUALLY AND AS TRUSTEE OF THE GARY D. BROWN AMENDED AND RESTATED FUNDED REVOCABLE TRUST, DATED AUGUST 30, 2005
Address: 110 ROESSLER ROAD, SUITE 301, PITTSBURG, PA 15220

L.S.

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15 day of January, 2026, by GARY D. BROWN, INDIVIDUALLY AND AS TRUSTEE OF THE GARY D. BROWN AMENDED AND RESTATED FUNDED REVOCABLE TRUST, DATED AUGUST 30, 2005, who is personally known to me or who has produced PENNSYLVANIA LICENSE as identification.

Signature of Notary
Printed Name: LISA A MORETTI
My commission expires: 11.05.2029

Commonwealth of Pennsylvania - Notary Seal
Lisa A. Moretti, Notary Public
Allegheny County
My commission expires November 5, 2029
Commission number 1001855
Member, Pennsylvania Association of Notaries

EXHIBIT "A"

DESCRIPTION:
PARCEL 1:
A PART OF THE SW 1/4 OF THE NW 1/4 LYING SOUTH OF INTERSTATE # 75 AND THE NW 1/4 OF THE SW 1/4 LYING SOUTH OF INTERSTATE # 75, LESS AND EXCEPT THE WEST 1/2 OF THE WEST 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.
LESS ROAD RIGHT-OF-WAY

PARCEL 2:
THE SOUTH 60 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.

PARCEL 3:
THE SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.

LESS AND EXCEPT:

COMMENCE AT THE NE CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, AND RUN THENCE S.87°23'45"W., ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4, 781.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.87°23'45"W., ALONG SAID NORTH LINE, 496.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #41; THENCE S.00°56'00"E., ALONG SAID EAST RIGHT-OF-WAY LINE, 175.00 FEET; THENCE N.87°23'45"E., 496.00 FEET; THENCE N.00°56'00"W., 175.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS:

COMMENCE AT THE NE CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, AND RUN THENCE S.87°23'45"W., ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4, 1277.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD #25 (U.S. HIGHWAY #41); THENCE S.00°56'00"E., ALONG SAID EAST RIGHT-OF-WAY LINE, 175.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.00°56'00"E., ALONG SAID EAST RIGHT-OF-WAY LINE, 351.30 FEET; THENCE N.87°23'45"E., 496.00 FEET; THENCE N.00°56'00"W., 351.30 FEET; THENCE S.87°23'45"W., 496.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS:

COMMENCE AT THE SE CORNER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA AND RUN THENCE N.01°00'48"W., ALONG THE EAST LINE OF SAID SECTION 3, 667.14 FEET TO THE NE CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 3; THENCE S.87°23'45"W., ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4, 60.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.87°23'45"W., ALONG SAID NORTH LINE, 720.23 FEET; THENCE S.00°56'00"E., 88.94 FEET; THENCE N.87°23'45"E., 720.35 FEET; THENCE N.01°00'48"W., 88.94 FEET TO THE POINT OF BEGINNING.

PARCEL 4:
THE EAST 60 FEET OF THE NORTH 1/2 OF THE SE 1/4 OF THE SE 1/4 AND THE EAST 60 FEET OF THE SOUTH 60 FEET OF THE NE 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 17 EAST.

PARCEL 5:
A PART OF THE SW 1/4 OF SECTION 2 AND A PART OF THE NW 1/4 OF SECTION 11, ALL IN TOWNSHIP 6 SOUTH, RANGE 17 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SW CORNER OF SAID SECTION 2 AND RUN N.00°53'58"W., ALONG THE WEST LINE THEREOF 30.00 FEET; THENCE N.88°13'43"E., 1157.88; THENCE S.04°59'03"W., 477.87 FEET; THENCE N.73¢š[ÁN_°45'49"W., 506.41 FEET; THENCE N.04°59'03'E., 290.01 FEET TO A POINT ON THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 11; THENCE S.88°13'43"W., ALONG SAID NORTH LINE, 654.33 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE, PERPETUAL EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED LANDS:
A PARCEL OF LAND 30.00 FEET IN WIDTH LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF THE NW 1/4 AND RUN N.00°53'58"W., 30.00 FEET; THENCE RUN N.88°13'43"E., 1157.58 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE RUN N.88°13'43"E., TO THE WEST RIGHT-OF-WAY LINE [FN_OF OLD WIRE ROAD AND THE POINT OF TERMINATION OF SAID LINE.

PARCEL 6:
ALL THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 17 EAST, AS LIES WEST OF NEWMANVILL PUBLIC ROAD (A.K.A. SE GILES MARTIN AVENUE), BEING 30 CHAINS AND 56 LINKS ON THE SOUTH AND 20 CHAINS ON THE WEST AND 24 CHAINS AND 64 LINKS ON THE NORTH.

PARCEL 7:
THE NW 1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 17 EAST, EXCEPT THAT PORTION LYING EAST OF THE OLD WIRE ROAD. LESS AND EXCEPT EXISTING ROAD RIGHT-OF-WAY FOR OLD WIRE ROAD ALSO KNOWN AS NEWMANVILL PUBLIC ROAD ALSO KNOWN AS GILES MARTIN AVENUE.

LESS AND EXCEPT:

COMMENCE AT THE NW CORNER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 17 EAST, THENCE RUN N.88°16'33"E., ALONG THE NORTH BOUNDARY OF SAID SECTION 11, 1815.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.88°16'33"E., ALONG SAID NORTH BOUNDARY 307.07 FEET TO THE WESTERLY RIGHT-OF-WAY OF A COUNTY GRADE ROAD; THENCE S.20°54'07"E., ALONG THE RIGHT-OF-WAY OF SAID COUNTY ROAD, 707.62 FEET; THENCE S.88°16'33"W., 307.07 FEET; THENCE N.20°54'07'W., 707.62 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING UTILITY EASEMENTS.

Columbia County Property Appraiser

Jeff Hampton

2026 Working Values
updated: 4/30/2026

Parcel: << **02-6S-17-09554-000 (35089)** >>

Owner & Property Info

Owner	4 K CATTLE COMPANY LLC 295 SE BAILEY ST LAKE CITY, FL 32024		
Site			
Description*	THAT PART OF SW1/4 OF NW1/4 LYING S OF I-75 & NW1/4 OF SW1/4 LYING S OF I-75, EX W1/2 OF W1/2 OF NW1/4 OF SW1/4. 531-249, 836-694, 865-2603, WD 1074-2597, WD 1558-2665,		
Area	31.5 AC	S/T/R	02-6S-17
Use Code**	NON AG ACREAGE (9900)	Tax District	3

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Aerial Viewer | Pictometery | Google Maps

2023 | 2022 | 2019 | 2016 | 2013 | Sales



Property & Assessment Values

2025 Certified Values		2026 Working Values	
Mkt Land	$126,000	Mkt Land	$126,000
Ag Land	$0	Ag Land	$0
Building	$0	Building	$0
XFOB	$0	XFOB	$0
Just	$126,000	Just	$126,000
Class	$0	Class	$0
Appraised	$126,000	Appraised	$126,000
SOH/10% Cap	$0	SOH/10% Cap	$0
Assessed	$126,000	Assessed	$126,000
Exempt	$0	Exempt	$0
Total Taxable	county:$126,000 city:$0 other:$0 school:$126,000	Total Taxable	county:$126,000 city:$0 other:$0 school:$126,000

NOTE: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
1/15/2026	$2,200,000	1558 / 2665	WD	I	Q	05 (Multi-Parcel Sale) - show
2/15/2006	$892,600	1074 / 2597	WD	V	Q	02
9/1/1998	$0	865 / 2603	QC	V	Q	01

Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

Extra Features & Out Buildings

Code	Desc	Year Blt	Value	Units	Dims
NONE					

Land Breakdown

Code	Desc	Units	Adjustments	Eff Rate	Land Value
9900	AC NON-AG (MKT)	31.500 AC	1.0000/1.0000 1.0000/ /	$4,000 /AC	$126,000

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GrizzlyLogic

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Columbia County Property Appraiser

Jeff Hampton

2026 Working Values
updated: 4/30/2026

Parcel: << **02-6S-17-09554-002 (35091)** >>

Owner & Property Info

Owner	4 K CATTLE COMPANY LLC 295 SE BAILEY ST LAKE CITY, FL 32024		
Site			
Description*	S 60 FT OF W1/2 OF W1/2 OF NW1/4 OF SW1/4. 853-1265, 855-15, QC 1067-2102, DC 1067-2103, WD 1074-2592, WD 1074-2597, WD 1558-2665,		
Area	0.45 AC	S/T/R	02-6S-17
Use Code**	PASTURE CLS33 (6200)	Tax District	3

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2025 Certified Values		2026 Working Values	
Mkt Land	$0	Mkt Land	$0
Ag Land	$126	Ag Land	$126
Building	$0	Building	$0
XFOB	$0	XFOB	$0
Just	$1,800	Just	$1,800
Class	$126	Class	$126
Appraised	$126	Appraised	$126
SOH/10% Cap	$0	SOH/10% Cap	$0
Assessed	$126	Assessed	$126
Exempt	$0	Exempt	$0
Total Taxable	county:$126 city:$0 other:$0 school:$126	Total Taxable	county:$126 city:$0 other:$0 school:$126

NOTE: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

Aerial Viewer | Pictometery | Google Maps

2023 | 2022 | 2019 | 2016 | 2013 | Sales



Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
1/15/2026	$2,200,000	1558 / 2665	WD	I	Q	05 (Multi-Parcel Sale) - show
2/15/2006	$892,600	1074 / 2597	WD	V	Q	02
4/18/2002	$100	1067 / 2102	QC	V	Q	01
12/1/1997	$100	853 / 1265	FS	V	Q	01

Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

Extra Features & Out Buildings

Code	Desc	Year Blt	Value	Units	Dims
NONE					

Land Breakdown

Code	Desc	Units	Adjustments	Eff Rate	Land Value
6200	PASTURE 3 (AG)	0.450 AC	1.0000/1.0000 1.0000/ /	$280 /AC	$126
9910	MKT.VAL.AG (MKT)	0.450 AC	1.0000/1.0000 1.0000/ /	$4,000 /AC	$1,800

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GrizzlyLogic

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Columbia County Property Appraiser

Jeff Hampton

2026 Working Values
updated: 4/30/2026

Parcel: << **02-6S-17-09555-000 (35092)** >>

Owner & Property Info

Result: 1 of 1

Owner	4 K CATTLE COMPANY LLC 295 SE BAILEY ST LAKE CITY, FL 32024		
Site			
Description*	SW1/4 OF SW1/4 & 15 AC OFF W SIDE OF SE1/4 OF SW1/4, EX BEG SW COR SEC, RUN N 30 FT, E 1157.58 FT, S 30 FT, W TO W LINE OF SEC & POB. 373-394, POA 778-1171, 834-957, WD 1073-2062, WD 1079-1463, WD 1558-2665,		
Area	54.2 AC	S/T/R	02-6S-17
Use Code**	PASTURE CLS33 (6200)	Tax District	3

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.



Property & Assessment Values

2025 Certified Values		2026 Working Values	
Mkt Land	$0	Mkt Land	$0
Ag Land	$15,176	Ag Land	$15,176
Building	$0	Building	$0
XFOB	$0	XFOB	$0
Just	$243,900	Just	$243,900
Class	$15,176	Class	$15,176
Appraised	$15,176	Appraised	$15,176
SOH/10% Cap	$0	SOH/10% Cap	$0
Assessed	$15,176	Assessed	$15,176
Exempt	$0	Exempt	$0
Total Taxable	county:$15,176 city:$0 other:$0 school:$15,176	Total Taxable	county:$15,176 city:$0 other:$0 school:$15,176

NOTE: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
1/15/2026	$2,200,000	1558 / 2665	WD	I	Q	05 (Multi-Parcel Sale) - show
2/8/2006	$2,604,500	1073 / 2062	WD	V	Q	02
2/3/1997	$0	834 / 957	WD	V	Q	03

Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

Extra Features & Out Buildings

Code	Desc	Year Blt	Value	Units	Dims
NONE					

Land Breakdown

Code	Desc	Units	Adjustments	Eff Rate	Land Value
6200	PASTURE 3 (AG)	54.200 AC	1.0000/1.0000 1.0000/ /	$280 /AC	$15,176
9910	MKT.VAL.AG (MKT)	54.200 AC	1.0000/1.0000 1.0000/ /	$4,500 /AC	$243,900

Search Result: 1 of 1

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NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Attachment 7
Agent Authorization

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 Justin Tabor, AICP, CFM
(Name of Person to Act as my Agent)

for North Florida Professional Services, Inc.
(Company Name for the Agent, if applicable)

to act as my/our agent in the preparation and submittal of this application

for Small-Scale Comprehensive Plan Amendment and Rezoning
(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: James Ketcham

Applicant/Owner's Title: Manager

On Behalf of: 4 K Cattle Company, LLC
(Company Name, if applicable)

Telephone: 386-365-0564 Date: 6/3/26

Applicant/Owner's Signature:

Print Name: James Ketcham

STATE OF FLORIDA
COUNTY OF Columbia

The Foregoing insturment was acknoeledged before me this 3rd day of June, 20 26. by Travis Ryals, whom is personally known by me P OR produced identification ___.
Type of Identification Produced ___

(Notary Signature) (SEAL)

TRAVIS P RYALS
Notary Public - State of Florida
Commission # HH 304007
My Comm. Expires Aug 23, 2026
Bonded through National Notary Assn.



Detail by Entity Name

Florida Limited Liability Company
4 K CATTLE COMPANY, LLC

Filing Information

Document Number	L17000047398
FEI/EIN Number	86-1657621
Date Filed	02/28/2017
Effective Date	02/28/2017
State	FL
Status	ACTIVE

Principal Address

295 SE Bailey St
LAKE CITY, FL 32024

Changed: 04/25/2019

Mailing Address

295 SE Bailey St
LAKE CITY, FL 32024

Changed: 04/25/2019

Registered Agent Name & Address

Ketcham, James H
295 SE Bailey St
LAKE CITY, FL 32024

Name Changed: 04/25/2019

Address Changed: 04/25/2019

Authorized Person(s) Detail

Name & Address

Title MGR

Ketcham, James H
295 SE Bailey St
LAKE CITY, FL 32024

Annual Reports

Report Year	Filed Date
2024	01/26/2024
2025	04/25/2025
2026	04/25/2026

Document Images

04/25/2026 -- ANNUAL REPORT	View image in PDF format
04/25/2025 -- ANNUAL REPORT	View image in PDF format
01/26/2024 -- ANNUAL REPORT	View image in PDF format
04/12/2023 -- ANNUAL REPORT	View image in PDF format
04/26/2022 -- ANNUAL REPORT	View image in PDF format
03/30/2021 -- ANNUAL REPORT	View image in PDF format
05/06/2020 -- ANNUAL REPORT	View image in PDF format
04/25/2019 -- ANNUAL REPORT	View image in PDF format
04/20/2018 -- ANNUAL REPORT	View image in PDF format
02/28/2017 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Attachment 8
Proof of Payment of Taxes

Kyle Keen, CFC
Columbia County Tax Collector

2025 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

30444.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R09554-000		3

THIS BILL IS FULLY PAID

THAT PART OF SW1/4 OF NW1/4 LYING S OF I-75 & NW1/4 OF SW1/4 LYING S OF I-75, EX W1/2 OF W1/2 OF NW1/4 OF SW1/4.

BROWN GARY D TRUSTEE
898 SW 21ST ST
BOCA RATON FL 33486

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	126,000	7.8150	0	126,000	984.69
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	126,000	0.7480	0	126,000	94.25
LOCAL	126,000	3.1010	0	126,000	390.73
CAPITAL OUTLAY	126,000	1.5000	0	126,000	189.00
SUWANNEE RIVER WATER MGT DIST					
WATER MGT	126,000	0.2812	0	126,000	35.43
LAKE SHORE HOSPITAL AUTHORITY					
LK SHORE	126,000	0.0001	0	126,000	0.01

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

TOTAL MILLAGE	13.4453	**AD VALOREM TAXES**	**1,694.11**

NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		RATE	AMOUNT
FFIR	FIRE ASSESSMENTS	0.00 Unit @303.9800	3.94

SAVE TIME PAY ONLINE @ www.columbiataxcollector.com

NON AD VALOREM ASSESSMENTS		**3.94**
COMBINED TAXES AND ASSESSMENTS	**1,698.05**	**See reverse side for important information**

Paid In Full	Taxes	Discount / Interest	Fees	Payments	Amount Due
	1,698.05	-67.92	0.00	1,630.13	0.00

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

Kyle Keen, CFC
Columbia County Tax Collector

2025 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

30444.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R09554-000		3

THIS BILL IS FULLY PAID

THAT PART OF SW1/4 OF NW1/4 LYING S OF I-75 & NW1/4 OF SW1/4 LYING S OF I-75, EX W1/2 OF W1/2 OF NW1/4 OF SW1/4.

BROWN GARY D TRUSTEE
898 SW 21ST ST
BOCA RATON FL 33486

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
	1,698.05	-67.92	0.00	1,630.13	0.00

Receipt(s) 2025-12284 on 11/19/25 for $1,630.13 by BROWN / PT

Kyle Keen, CFC
Columbia County Tax Collector

2025 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

30446.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R09554-002		3

THIS BILL IS FULLY PAID

S 60 FT OF W1/2 OF W1/2 OF NW1/4 OF SW1/4.

853-1265, 855-15, QC 1067-2102, DC 1067-2103,

BROWN GARY D TRUSTEE
110 ROESSLER ROAD SUITE 301
PITTSBURG PA 15220

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	126	7.8150	0	126	0.98
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	126	0.7480	0	126	0.09
LOCAL	126	3.1010	0	126	0.39
CAPITAL OUTLAY	126	1.5000	0	126	0.19
SUWANNEE RIVER WATER MGT DIST					
WATER MGT	126	0.2812	0	126	0.04
LAKE SHORE HOSPITAL AUTHORITY					
LK SHORE	126	0.0001	0	126	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	13.4453	AD VALOREM TAXES	1.69

NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		RATE	AMOUNT
FFIR	FIRE ASSESSMENTS	0.00 Unit @303.9800	0.00

SAVE TIME PAY ONLINE @ www.columbiataxcollector.com

NON AD VALOREM ASSESSMENTS	0.00
COMBINED TAXES AND ASSESSMENTS	1.69

See reverse side for important information

Paid In Full	Taxes	Discount / Interest	Fees	Payments	Amount Due
	1.69	-0.07	0.00	1.62	0.00

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

Kyle Keen, CFC
Columbia County Tax Collector

2025 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

30446.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R09554-002		3

THIS BILL IS FULLY PAID

S 60 FT OF W1/2 OF W1/2 OF NW1/4 OF SW1/4.

853-1265, 855-15, QC 1067-2102, DC 1067-2103,

BROWN GARY D TRUSTEE
110 ROESSLER ROAD SUITE 301
PITTSBURG PA 15220

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
	1.69	-0.07	0.00	1.62	0.00

Receipt(s) 2025-12284 on 11/19/25 for $1.62 by BROWN / PT

Kyle Keen, CFC
Columbia County Tax Collector

2025 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

30448.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R09555-000		3

THIS BILL IS FULLY PAID

SW1/4 OF SW1/4 & 15 AC OFF W SIDE OF SE1/4 OF SW1/4, EX BEG SW COR SEC, RUN N 30 FT, E 1157.58 FT, S 30 FT, W TO W LINE OF SEC & POB.

BROWN GARY D TRUSTEE
110 ROESSLER ROAD SUITE 301
PITTSBURG PA 15220

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	15,176	7.8150	0	15,176	118.60
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	15,176	0.7480	0	15,176	11.35
LOCAL	15,176	3.1010	0	15,176	47.07
CAPITAL OUTLAY	15,176	1.5000	0	15,176	22.76
SUWANNEE RIVER WATER MGT DIST					
WATER MGT	15,176	0.2812	0	15,176	4.27
LAKE SHORE HOSPITAL AUTHORITY					
LK SHORE	15,176	0.0001	0	15,176	0.00

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

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

TOTAL MILLAGE	13.4453	AD VALOREM TAXES	204.05

NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		RATE	AMOUNT
FFIR	FIRE ASSESSMENTS	0.00 Unit @303.9800	0.00

SAVE TIME PAY ONLINE @ www.columbiataxcollector.com

NON AD VALOREM ASSESSMENTS	0.00
COMBINED TAXES AND ASSESSMENTS	204.05

See reverse side for important information

Paid In Full	Taxes	Discount / Interest	Fees	Payments	Amount Due
	204.05	-8.16	0.00	195.89	0.00

Kyle Keen, CFC
Columbia County Tax Collector

2025 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

30448.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R09555-000		3

THIS BILL IS FULLY PAID

SW1/4 OF SW1/4 & 15 AC OFF W SIDE OF SE1/4 OF SW1/4, EX BEG SW COR SEC, RUN N 30 FT, E 1157.58 FT, S 30 FT, W TO W LINE OF SEC & POB.

BROWN GARY D TRUSTEE
110 ROESSLER ROAD SUITE 301
PITTSBURG PA 15220

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
	204.05	-8.16	0.00	195.89	0.00

Receipt(s) 2025-12284 on 11/19/25 for $195.89 by BROWN / PT

Attachment 9

Fee

Under Separate Cover

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Attachment 10
Justification Report

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Justification Report
for
4K Cattle Company, LLC
Land Use Change & Rezoning

Prepared for:
Columbia County
Office of Planning & Zoning

Prepared on behalf of:
4K Cattle Company, LLC

Prepared by:
Justin Tabor, AICP, CFM
Senior Planner
North Florida Professional Services, Inc.

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Executive Summary

Intent of Proposed Application: To amend the Future Land Use Map (FLUM) Designation from Residential – Very Low to Highway Interchange and to amend the zoning from Rural Residential (RR) to Commercial, Highway Interchange (CHI), consistent with the FLUM Designation and zoning of lands located to the north and west of the subject property

Acreage: 81.87 acres

Location: South of the Interstate-75 and US 41/441 interchange (Ellisville)

Tax Parcel ID Number(s): 02-6S-17-09554-002; 02-6S-17-09555-000; a portion of 02-6S-17-09554-000

Existing Future Land Use Map (FLUM) Designation: Residential – Very Low

Proposed Future Land Use Map Designation: Highway Interchange

Existing Zoning District: Rural Residential (RR)

Proposed Zoning District: Commercial, Highway Interchange (CHI)

Existing Maximum Permitted Floor Area Ratio: 1.0

Existing Maximum Density: 81 dwellings

Proposed Maximum Permitted Floor Area Ratio: 1.0

Proposed Maximum Density: 0 dwellings

Estimated Non-Residential Intensity: ±223,071 square feet to ±371,785 square feet (0.15 – 0.25 FAR)

Summary of Proposed Change

These applications pertain to requests to amend the Future Land Use Map (FLUM) Designation and zoning of the subject property, which is comprised of Columbia County Tax Parcels 02-6S-17-09554-002, 02-6S-17-09555-000, and a portion of 02-6S-17-09554-000 and is approximately 81.87 acres. The existing FLUM Designation of the subject property is Residential – Very Low and the existing zoning is Rural Residential (RR). These applications propose to amend the FLUM Designation to Highway Interchange and the zoning to Commercial, Highway Interchange (CHI).

The subject parcel is in common ownership with other lands presently designated Highway Interchange and CHI (Tax Parcel 03-6S-17-09585-000) – See Figure 1, Vicinity Map. This property has frontage on US 41/441 which can serve to provide access to the subject property. Additionally, the subject property is located within the Designated Urban Development Area (DUDA) established within the County's Comprehensive Plan. The DUDA is a defined boundary on the County's FLUM designating areas where urban development has been deemed appropriate.

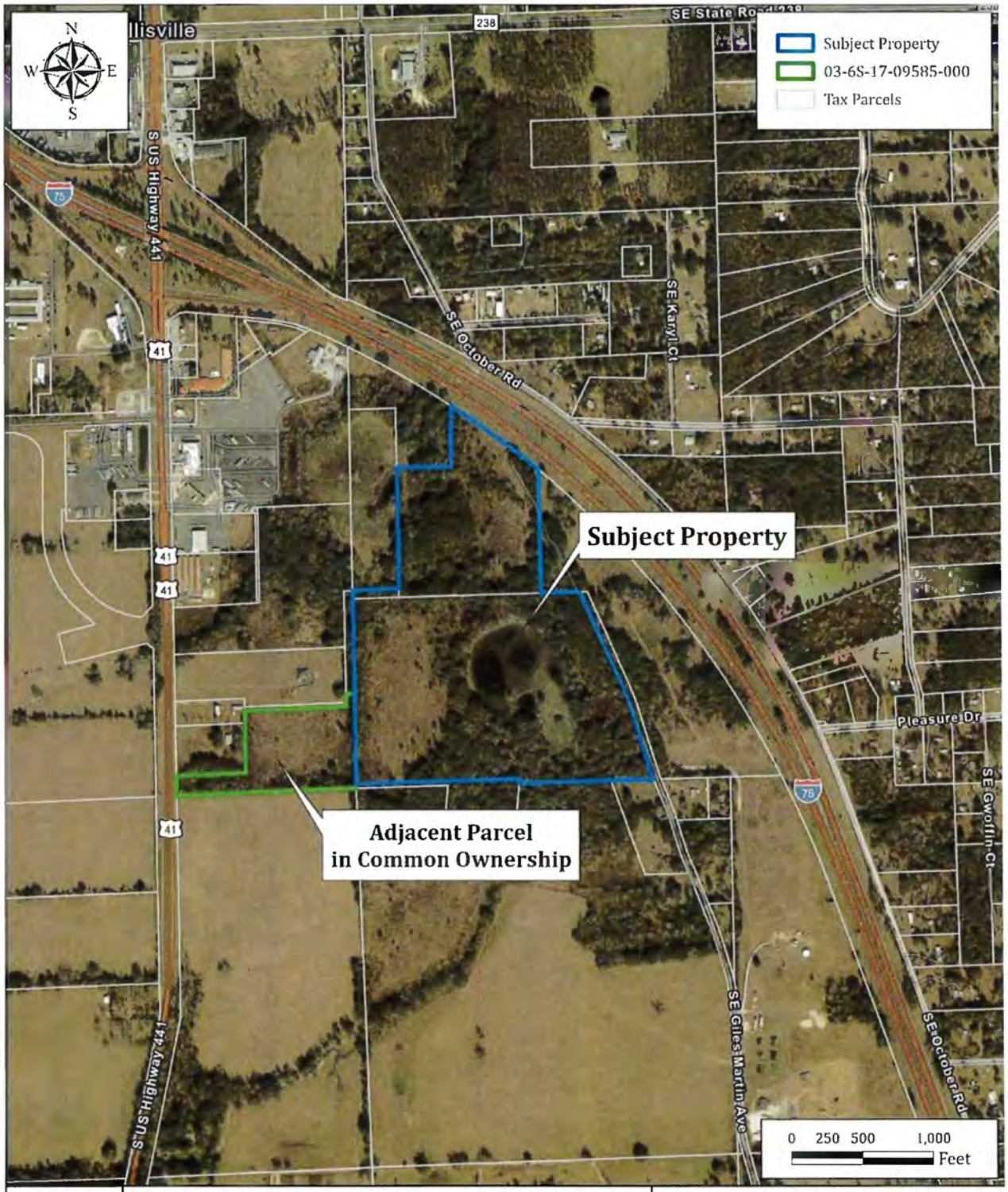
The subject property is located south of the Interstate-75 and US 41/441 interchange in the Ellisville area and is proximate to existing commercial uses located within the Highway Interchange FLUM Designation and the CHI zoning district. Nearby commercial uses include a travel center/truck stop/fueling center, mini-storage, quick-service restaurants, and a hotel. In addition to these existing uses, Busy Bee is currently constructing its largest store near the subject property and along US 41/441. The owner wishes to place a FLUM Designation and zoning district on the subject property that is consistent with existing and planned nearby commercial uses.

The existing FLUM Designations and zoning district of adjacent lands are identified in Table 1. Figure 1 below shows the location of the subject property and the surrounding vicinity. Figure 2 below depicts the existing FLUM Designation of the subject property and the FLUM Designation surrounding properties. Figure 3 below depicts the proposed FLUM Designation of the subject property and the FLUM Designation surrounding properties. Figure 4 below depicts the existing zoning district of the subject property and the zoning of surrounding properties. Figure 5 below depicts the proposed zoning district of the subject property and the zoning of surrounding properties.

Table 1. Surrounding FLUM/Zoning

Direction	FLUM Designation	Zoning District
North	Highway Interchange	Commercial Highway Interchange (CHI)
East	Public	Rural Residential (RR)
South	Residential – Very Low	Rural Residential (RR)
West	Highway Interchange; Residential – Very Low	Commercial Highway Interchange (CHI); Rural Residential (RR)

Figure 1. Vicinity Map

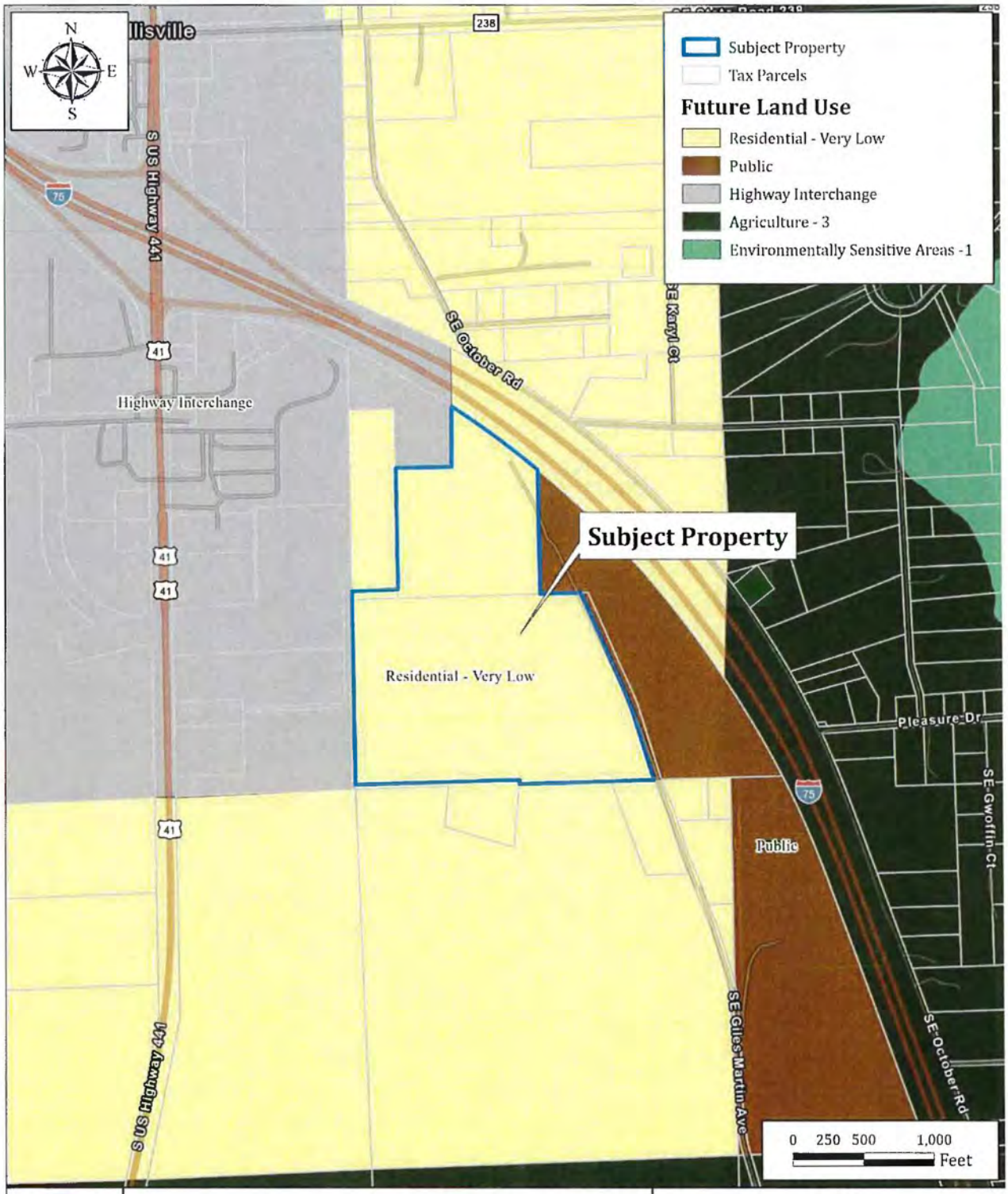


Vicinity Map

Subject Property:
02-6S-17-09554-002,
02-6S-17-09555-000,
and a portion of
02-6S-17-09554-000

North Florida Professional Services
PHONE: (386) 752-4675 PO BOX 3823
WWW.NFPS.NET LAKE CITY, FL 32056

Figure 2. Existing FLUM



Future Land Use Map (Existing)

Subject Property:
02-6S-17-09554-002,
02-6S-17-09555-000,
and a portion of
02-6S-17-09554-000

North Florida Professional Services
PHONE: (386) 752-4675 PO BOX 3823
WWW.NFPS.NET LAKE CITY, FL 32056

Figure 3. Proposed FLUM

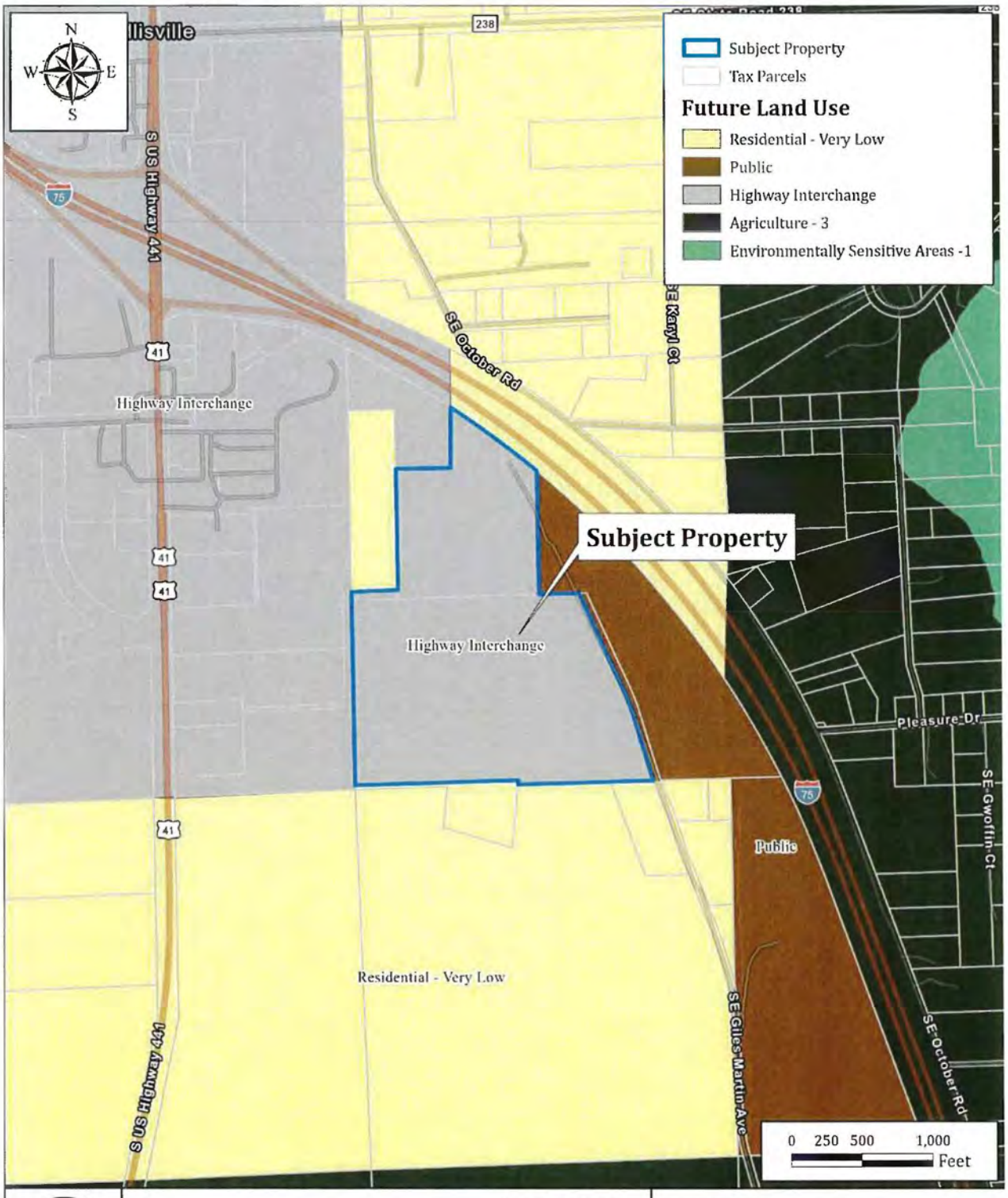
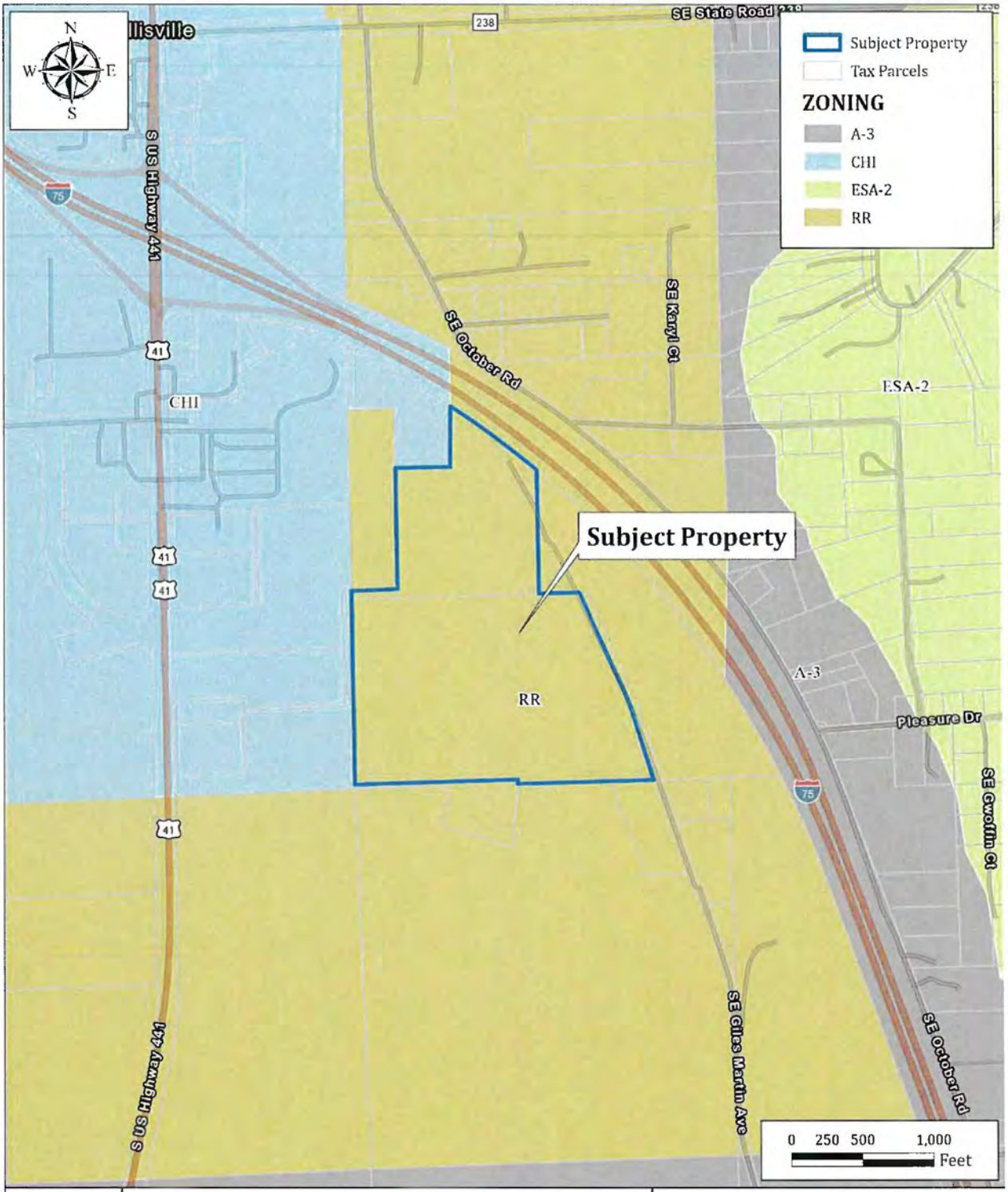


Figure 4. Existing Zoning

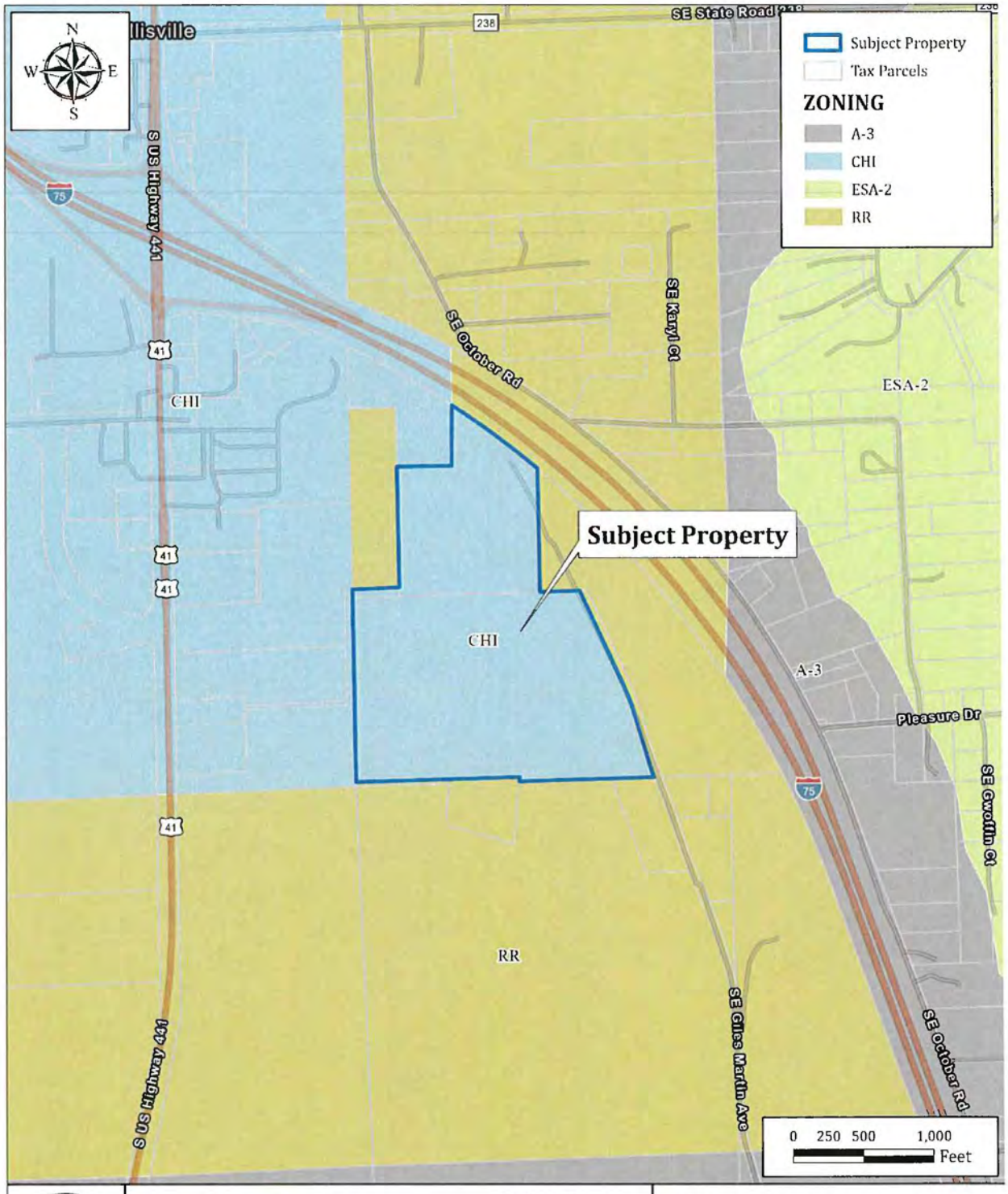


Zoning Map (Existing)

Subject Property:
02-6S-17-09554-002,
02-6S-17-09555-000,
and a portion of
02-6S-17-09554-000

North Florida Professional Services
PHONE: (386) 752-4675 PO BOX 3823
WWW.NFPS.NET LAKE CITY, FL 32056

Figure 5. Proposed Zoning



Zoning Map (Proposed)

Subject Property:
02-6S-17-09554-002,
02-6S-17-09555-000,
and a portion of
02-6S-17-09554-000

North Florida Professional Services
PHONE: (386) 752-4675 PO BOX 3823
WWW.NFPS.NET LAKE CITY, FL 32056

Consistency with Columbia County Comprehensive Plan

NFPS has reviewed the Columbia County Comprehensive Plan to provide an evaluation of the applications' consistency with the County's Comprehensive Plan. Specific Goals, Objectives, and Policies supporting the proposed applications and an analysis of each application's consistency with the Comprehensive Plan are identified below.

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.

OBJECTIVES AND POLICIES
FOR URBAN DEVELOPMENT AREAS

Urban development areas are areas within the Designated Urban Development Area ("DUDA") as depicted on the Future Land Use Map of the Comprehensive Plan.

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.

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.

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.

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 reasonable expected to develop by the year 2040.

Analysis of Consistency: The subject property is located within the Designated Urban Development Area, which, as stated in Objective I.1, is intended to direct future growth and associated urban development, such as supporting commercial uses, to urban development areas. The subject property is adjacent to lands presently designated Highway Interchange on the FLUM with access to US 41/441, which is designated as a principal arterial in Policy II.1.1 of the Comprehensive Plan. Potable water and sanitary sewer services are located within proximity to the subject property.

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.

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.

Analysis of Consistency: Portions of the subject property are located within Flood Zone A (areas with 1% annual chance flood with no base flood elevation determined). Additionally, portions of the subject property are identified as potential wetland areas on the National Wetlands Inventory. While there are limitations on portions of the subject property, there is sufficient land area to support the land uses permitted in the Highway Interchange FLUM Designation and CHI zoning district. Any future development will comply with the County's requirements for wetland protection and floodplain management.

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.

Highway interchange land use. Highway interchange uses shall be permitted within the urban and rural area of the county.

Highway interchange uses shall be permitted within areas surrounding Interstates 75 and 10, which shall be limited to the following:

1. Tourist oriented facilities, such as restaurants, automotive service stations, motels and campgrounds;
2. Retail outlets;
3. Truck stops;
4. Light manufacturing, assembling, processing, packaging or fabricating in completely enclosed building; and
5. Facilities for the storage and distribution of foods and products including wholesale activity.

Highway interchange uses shall be limited to an intensity of 1.0 floor area ratio.

Analysis of Consistency: The requested Highway Interchange FLUM Designation is consistent with the FLUM Designation of nearby lands and will further support the placement of uses supporting residents of the County and the travelling public.

Transportation Element

Policy II.1.1
Establish the service standards as noted below at peak hour for the following roadway segments within the County as defined within the most recent version of the Florida Department of Transportation Quality/Level of Service Handbook.

Analysis of Consistency: The subject property is located along Segment 11 (US 41/441 from the County's south boundary to SW Howell Road) and is proximate to Segments 7 – 10, which are inclusive of US 41/441 from CR 242 to SW Howell Road. The functional classification of each of these segments is Principal Arterial, with an area type of Rural Highway. The Level of Service (LOS) Standard for each of these segments is LOS D. The estimated maximum trip generation at the PM Peak Hour is not expected to result in any LOS deficiencies. Reference the Public Facilities Impact Analysis provided within this report for further information.

Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element

GOAL IV-2 - ENSURE THE PROVISION OF PUBLIC SANITARY SEWER FACILITIES IN A TIMELY, ORDERLY EFFICIENT AND ENVIRONMENTALLY SOUND MANNER AT AN ACCEPTABLE LEVEL OF SERVICE FOR THE POPULATION OF THE COUNTY.

OBJECTIVE IV.2 The county shall coordinate the continued extension of, or increase in, the capacity of sanitary sewer facilities by scheduling the completion of public facility improvements concurrent with projected demand.

Policy IV.2.1
The county hereby establishes the following level of service standards for sanitary sewer facilities.

Facility Type	Level of Service Standard
Individual Septic Tanks	Standards as specified in Chapter 64E-6, Florida Administrative Code, as amended.
Community Sanitary Sewer System	135 gallons per capita per day.

Analysis of Consistency: The subject property is located proximate to a community sanitary sewer system (Ellisville Wastewater Treatment Facility). It is anticipated that future development will connect to the sanitary sewer system.

GOAL IV-5 - ENSURE THE PROVISION OF PUBLIC POTABLE WATER FACILITIES IN A TIMELY, ORDERLY, EFFICIENT AND ENVIRONMENTALLY SOUND MANNER AT AN ACCEPTABLE LEVEL OF SERVICE FOR THE POPULATION OF THE COUNTY.

OBJECTIVE IV.5 The county shall continue to coordinate the extension of, or increase in the capacity of, potable water facilities by scheduling the completion of public facility improvements and requiring that they are concurrent with projected demand.

Policy IV.5.1
The county hereby establishes the following level of service standards for potable water.

Facility Type	Level Of Service Standard
Columbia County Ellisville	100 gallons per capita per day
Haight-Ashbury	100 gallons per capita per day
Mason City	100 gallons per capita per day

Analysis of Consistency: The subject property is located proximate to the Columbia County Ellisville water treatment facility. It is anticipated that future development will connect to this potable water system.

Urban Sprawl Analysis

Section 163.3177, Florida Statutes, requires that any amendment to the Future Land Use Element to discourage the proliferation of urban sprawl. Section 163.3177(6)(a)9.a., Florida Statutes, identifies 13 primary urban sprawl indicators and states that, "[t]he evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality..."

In addition to the urban sprawl indicators, Section 163.3177 also establishes eight (8) "Urban Form" criteria. An amendment to the Future Land Use Map is presumed to ***not*** be considered urban sprawl if it meets four (4) of the (8) urban form criteria. NFPS contends that the proposed land use change meets criteria numbers (I), (II), (V), and (VII) as identified below.

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

(IV) Promotes conservation of water and energy.

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

(VI) Preserves open space and natural lands and provides for public open space and recreation needs.

(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

Compliance with Columbia County Land Development Regulations (LDRs)

Section 16.2 of the Columbia County LDRs establishes the procedure and the standards for consideration when reviewing petitions for Rezonings. NFPS has reviewed Section 16.2 of the LDC to evaluate the Rezoning application's compliance with the County's LDRs, and an analysis of the Rezoning application's compliance with the County's LDRs is provided below.

16.2.2 *Nature and requirements of planning and zoning board report.* When pertaining to the rezoning of land, the report and recommendations of the planning and zoning board to the board of county commissioners required by section 16.2.1 above shall show that the planning and zoning board has studied and considered the proposed change in relation to the following, where applicable:

1. 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.

Analysis of Compliance: As demonstrated within this report, the proposed change is consistent with the City's Comprehensive Plan.

2. The existing land use pattern.

Analysis of Compliance: The subject property is located within the Designated Urban Development Area, which, as stated in Objective I.1 of the Comprehensive Plan, is intended to direct future growth and associated urban development, such as supporting commercial uses, to urban development areas. The subject property is adjacent to lands presently designated Highway Interchange on the FLUM with access to US 41/441, which is designated as a principal arterial in Policy II.1.1 of the Comprehensive Plan.

3. Possible creation of an isolated district unrelated to adjacent and nearby districts.

Analysis of Compliance: The subject property is adjacent to lands presently designated Highway Interchange on the FLUM with access to US 41/441, which is designated as a principal arterial in Policy II.1.1 of the Comprehensive Plan. Potable water and sanitary sewer services are located within proximity to the subject property.

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

Analysis of Compliance: The subject property would not create any additional residential density, and would, in fact, reduce residential density. The future development of the subject property would generate demand for public facilities. Please reference the Public Facilities Impact Analysis provided within this report for an estimation of potential impacts to public facilities. Facility capacity will need to be available at the time of any development plan review for such development to proceed.

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

Analysis of Compliance: The subject property is located within the Designated Urban Development Area, which, as stated in Objective I.1 of the Comprehensive Plan, is intended to direct future growth and associated urban development, such as supporting commercial uses, to urban development areas. The subject property is adjacent to lands presently designated Highway Interchange on the FLUM with access to US 41/441, which is designated as a principal arterial in Policy II.1.1 of the Comprehensive Plan. Lands to the east of the subject property are designated Public on the FLUM and are used for potable water and sanitary sewer public facilities. The present land use and zoning of the subject property – Residential – Very Low and Rural Residential, respectively – would place residential uses between commercial and public facility uses. The amendment to CHI would result in a more logical development pattern and would remove the potential for incompatibility by placement of residential uses proximate to existing highway commercial uses.

6. Whether changed or changing conditions make the passage of the proposed amendment necessary.

Analysis of Compliance: The Ellisville area has experienced growth over the past several years, and is continuing to see demand for commercial uses within proximity to the Interstate-75 / US 41/441 interchange. It is expected that this trend will continue and will be supported by further expansion of the Ellisville Wastewater Treatment Facility. The proposed amendment will provide additional lands to support such growth and economic development along the Interstate-75 corridor.

7. Whether the proposed change will adversely influence living conditions in the neighborhood.

Analysis of Compliance: The proposed amendment is not anticipated to adversely influence living conditions in the surrounding area. While there are some residential uses in the general vicinity of the subject property, it is anticipated that any potential impacts upon any residential uses can be mitigated at the time of development through buffering and conscientious site configuration.

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

Analysis of Compliance: The subject property is located within the Designated Urban Development Area, which, as stated in Objective I.1 of the Comprehensive Plan, is intended to direct future growth and associated urban development, such as supporting commercial uses, to urban development areas. The subject property is adjacent to lands presently designated Highway Interchange on the FLUM with access to US 41/441, which is designated as a principal arterial in Policy II.1.1 of the Comprehensive Plan. The future development of the subject property would generate demand for public facilities. Please reference the Public Facilities Impact Analysis provided within this report for an estimation of potential impacts to public facilities. Facility capacity will need to be available at the time of any development plan review for such development to proceed.

9. Whether the proposed change will create a drainage problem.

Analysis of Compliance: It is not anticipated that the proposed amendment will result in any significant impacts to existing drainage patterns. Any future development will adhere to state and local requirements regarding drainage, which include ensuring that the post-development discharge of drainage does not exceed the pre-development discharge amount. Additionally, any future development will be subject to state and local requirements for stormwater management, retention, and treatment.

10. Whether the proposed change will seriously reduce light and air to adjacent areas.

Analysis of Compliance: It is not anticipated that the proposed amendment will result in any significant impacts to light and air in the areas surrounding the subject property. Any future development will be subject to the County's regulations regarding exterior lighting and to state and local regulations pertaining to air quality.

11. Whether the proposed change will adversely affect property values in the adjacent area.

Analysis of Compliance: Existing development within the surrounding area is primarily nonresidential in nature and is located near the interchange of Interstate-75 and US 41/441. Therefore, it is not expected that the proposed amendment will adversely affect the property values of adjacent or neighboring areas.

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

Analysis of Compliance: As noted, the subject property is located at the Interstate-75 and US 41/441 interchange and is proximate to existing commercial uses, including

restaurants, gas stations, mini-storage, and a hotel. The proposed amendment will not adversely affect or change the context of development within the surrounding area.

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

Analysis of Compliance: The proposed change would not constitute a special privilege when contrasted with the public welfare. The subject property is adjacent to lands presently designated Highway Interchange on the FLUM with access to US 41/441, therefore, the amendment of the land use and zoning on the subject property aligns with adjacent lands and does not represent any special privilege to the owner of the property.

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

Analysis of Compliance: As noted herein, the development of residential lands between commercial highway uses and public facilities does not represent the most logical development pattern. The proposed amendment will designate the subject property for uses that are more in alignment with the historical and anticipated growth trends of the Ellisville interchange area.

15. Whether the change suggested is out of scale with the needs of the neighborhood or the county.

Analysis of Compliance: The subject property is located within the Designated Urban Development Area, which, as stated in Objective I.1 of the Comprehensive Plan, is intended to direct future growth and associated urban development, such as supporting commercial uses, to urban development areas. The subject property is adjacent to lands presently designated Highway Interchange on the FLUM with access to US 41/441, which is designated as a principal arterial in Policy II.1.1 of the Comprehensive Plan. Therefore, the proposed change would not be out of scale with the needs of the neighborhood or County.

16. Whether it is impossible to find other adequate sites in the county for the proposed use in districts already permitting such use.

Analysis of Compliance: While other lands might be available to accommodate future development of uses permitted in the CHI zoning district, the proposed amendment will establish a land use pattern that is consistent with the context of the surrounding development and will eliminate the potential for residential uses to be placed between commercial highway uses and public facilities. The proposed change will result in a more orderly growth pattern and encourage logical development.

Environmental Conditions Analysis

Wetlands

According to the National Wetlands Inventory, there are portions of the subject property that potentially contain wetlands. Any future development of the subject property will be subject to the applicable protection standards of the County's Comprehensive Plan and LDRs. At such time, wetlands will be delineated in accordance with state criteria and applicable buffering from such areas shall be provided.

Creeks and Streams

There are no creeks or streams located on the subject property.

Flood Potential

The subject property is located within Flood Zone X, which are areas determined to be out of the 500-year floodplain, and Flood Zone A, which are areas within a special flood hazard area with no Base Flood Elevation (BFE) determined. Any future development will comply with the applicable requirements of the County's Comprehensive Plan and Land Development Regulations pertaining to development within a special flood hazard area. This includes elevating the minimum finished floor of a structure within a special flood hazard area to be at least one (1) foot above the BFE, which would be required to be determined through the site design process.

Regulated Plant & Animal Species

The Florida Natural Areas Inventory (FNAI) is a statewide organization administered by the Institute of Science and Public Affairs at Florida State University. FNAI maintains a comprehensive database of biological resources in Florida and serves as the primary source for information on Florida's conservation lands.

The FNAI Biodiversity Matrix is an online mapping tool that allows users to screen for documented occurrences of rare and protected species. This tool also provides an interpretation of the likelihood of species occurrence in a defined area.

The FNAI Biodiversity Matrix does not identify any known occurrences of rare or protected species on the subject property. Therefore, there are presently no concerns regarding regulated plant or animal species.

Public Facilities Impact Analysis

The proposed land use category and zoning district permit are intended to serve the residents of the community as well as the travelling public and as such permit a variety of service and retail uses as well as offices and warehousing.

The subject property is comprised of ±81.87 acres, however, a significant portion of the property is located within Flood Zone A and/or is shown on the National Wetlands Inventory as potentially containing wetlands. As such, for purposes of this Public Facilities Impact Analysis, these areas are presumed to be limited in their development potential and have been excluded from lands considered developable.

The portion of the subject property located outside of Flood Zone A and/or potential wetland areas is ±31.14 acres. While the Highway Interchange FLUM Designation and CHI zoning district permit a Floor Area Ratio (FAR) of 1.0, development generally occurs at a significantly lower FAR, typically ranging from 0.15 to 0.25 FAR. Based on the acreage of land considered developable for purposes of this analysis, the typical FAR range would result in a maximum of floor area ranging from ±223,071 square feet to ±371,785 square feet.

The impacts upon public facilities created by nonresidential uses, such as those permitted in the Highway Interchange FLUM Designation and CHI zoning district, can vary significantly. For instance, uses such as offices and warehouses generate less impacts to public facilities than uses such as restaurants or service stations. Therefore, for purposes of this analysis, a mix of potential uses is presumed to be developed on the subject property, as further defined in Table 2.

Table 2. Potential Land Uses for Public Facilities Impact Analysis

Use	Unit
Service Station	6,000 square feet
Restaurant, Fast Casual	15,000 square feet
Restaurant, Quick Service/Drive-Thru	15,000 square feet
General Retail	40,000 square feet
Office	45,000 square feet
Hotels	200 rooms
Warehousing	100,000 square feet

Transportation

Table 3. Potential Trip Generation

Use	Unit	ITE Code	AADT	PM Peak
Service Station	12 pumping stations	944	2,064	173
Restaurant, Fast Casual	15,000 sq. ft.	930	1,457	279
Restaurant, Quick Service/Drive-Thru	7,500 sq. ft.	934	3,056	382
General Retail	40,000 sq. ft.	822	2,701	289
Office	45,000 sq. ft.	710	488	65
Hotels	200 rooms	310	660	61
Warehousing	125,000 sq. ft.	150	214	39
Total			**10,640**	**1,288**

Source: ITE Grip Generation Manual, 11th Edition

Table 4. Transportation LOS Analysis

Segment Number	Description	Functional Classification	Area Type	LOS Standard	Maximum Service Volume (AADT)	Existing AADT	Maximum Service Volume (PM Peak Hour)	Existing PM Peak Hour	Estimated Maximum Trip Generation (PM Peak Hour)	Residual Capacity (PM Peak Hour)
7	US 441 (from C.R. 242 to S.R. 238)	Principal Arterial	Rural Highway	D	14,000	6,800	1,330	646	129	555
8	U.S. 441 (from S.R. 238 to I-75 northbound I-75 ramps)	Principal Arterial	Rural Highway	D	55,700	15,800	5,290	1,501	193	3,596
9	U.S. 441/41 (from I-75 bridge to northbound I-75 ramps)	Principal Arterial	Rural Highway	D	55,700	15,800	5,290	1,501	322	3,467
10	U.S. 441/41 (from SW Howell Road to I-75 bridge)	Principal Arterial	Rural Highway	D	14,000	5,200	1,330	646	644	40
11	U.S. 441/41 (from County's south boundary to SW Howell Road)	Principal Arterial	Rural Highway	D	14,000	5,200	1,330	646	193	491

Traffic counts obtained from Florida Traffic Online. https://tdaappsprod.dot.state.fl.us/fto/. Accessed on May 5, 2026.

Trip Distribution (One-Way):
Segment 7 – 10%
Segment 8 – 15%
Segment 9 – 25%
Segment 10 – 50%
Segment 11 – 15%

The subject property is located along Segment 11 (US 41/441 from the County's south boundary to SW Howell Road) and is proximate to Segments 7 – 10, which are inclusive of US 41/441 from CR 242 to SW Howell Road. The functional classification of each of these segments is Principal Arterial, with an area type of Rural Highway. The Level of Service (LOS) Standard for each of these segments is LOS D. The estimated maximum trip generation at the PM Peak Hour is not expected to result in any LOS deficiencies.

Potable Water

Table 3. Potential Potable Water Demand Generation

Use	Description	Multiplier	Number of Units	Total
Service Station	Per water Closet	250	8	2,200
Restaurant, Fast Casual	Per Seat	20	450	9,900
Restaurant, Quick Service/Drive-Thru	Per Seat	20	225	4,950
General Retail	Per Bathroom	200	12	2,640
Office	Per 100 sq. ft.	15	450	7,425
Hotels	Per Room	100	200	22,000
Warehousing	Per Loading Bay	50	100	5,500
Total				**54,615**

Source: Chapter 64E-6, Florida Administrative Code, plus 10% for water consumption.

Based upon the mix of land uses contemplated by this analysis, a potential future development of the subject property may generate a demand of 54,615 gallons per day of potable water.

Sanitary Sewer

Table 3. Potential Potable Water Demand Generation

Use	Description	Multiplier	Number of Units	Total
Service Station	Per water Closet	250	8	2,000
Restaurant, Fast Casual	Per Seat	20	450	9,000
Restaurant, Quick Service/Drive-Thru	Per Seat	20	225	4,500
General Retail	Per Bathroom	200	12	2,400
Office	Per 100 sq. ft.	15	450	6,750
Hotels	Per Room	100	200	20,000
Warehousing	Per Loading Bay	50	100	5,000
Total				**49,650**

Source: Chapter 64E-6, Florida Administrative Code, plus 10% for water consumption.

Based upon the mix of land uses contemplated by this analysis, a potential future development of the subject property may generate a demand of 49,650 gallons per day of sanitary sewer.

Solid Waste

Table 3. Potential Solid Waste Generation

Use	Unit	Pounds per Sq. Ft. per Year	Tons per Year	Pounds per Day
Service Station	3,000 sq. ft.	2.7	4.05	22.19
Restaurant, Fast Casual	15,000 sq. ft.	6.4	48.0	263.01
Restaurant, Quick Service/Drive-Thru	7,500 sq. ft.	6.4	24.0	131.51
General Retail	40,000 sq. ft.	1.6	32.0	175.34
Office	45,000 sq. ft.	0.6	13.5	73.97
Hotels	100,000 sq. ft.	1.5	75.0	410.96
Warehousing	125,000 sq. ft.	0.9	56.25	308.22
Total			**252.8**	**1,386.20**

Broward County 2023 Waste Generation Study

Recreation

The proposed land use and zoning district are nonresidential categories, therefore, there will be no impact to recreational facilities.

Public Schools

The proposed land use and zoning district are nonresidential categories, therefore, there will be no impact to public school facilities.

1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
850-681-9364 fax
www.fnai.org

Florida Natural Areas Inventory

Biodiversity Matrix Query Results

UNOFFICIAL REPORT
Created 5/6/2026

(Contact the FNAI Data Services Coordinator at 850.224.8207 or kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 1 Matrix Unit: 23340



Descriptions

DOCUMENTED - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit.

DOCUMENTED-HISTORIC - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit; however the occurrence has not been observed/reported within the last twenty years.

LIKELY - The species or community is *known* to occur in this vicinity, and is considered likely within this Matrix Unit because:

1. documented occurrence overlaps this and adjacent Matrix Units, but the documentation isn't precise enough to indicate which of those Units the species or community is actually located in; *or*
2. there is a documented occurrence in the vicinity and there is suitable habitat for that species or community within this Matrix Unit.

POTENTIAL - This Matrix Unit lies within the known or predicted range of the species or community based on expert knowledge and environmental variables such as climate, soils, topography, and landcover.

Matrix Unit ID: 23340
0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

3 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Drymarchon couperi Eastern Indigo Snake	G3	S2?	T	FT
Mycteria americana Wood Stork	G4	S2	T	FT
Upland hardwood forest	G5	S3	N	N

Matrix Unit ID: 23340
18 **Potential** Elements for Matrix Unit 23340

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Asplenium x heteroresiliens Morzenti's spleenwort	G2	S1	N	N
Asplenium x plenum ruffled spleenwort	G1Q	S1	N	N
Athene cunicularia floridana Florida Burrowing Owl	G4T3	S3	N	ST
Brickellia cordifolia Flyr's brickell-bush	G3	S2	N	E
Corynorhinus rafinesquii Rafinesque's Big-eared Bat	G3G4	S1	N	N
Dryobates borealis Red-cockaded Woodpecker	G3	S2	E, PT	FE
Gopherus polyphemus Gopher Tortoise	G3	S3	C	ST
Hartwrightia floridana hartwrightia	G2	S2	N	T

Lampropeltis extenuata Short-tailed Snake	G3	S3	N	ST
Lithobates capito Gopher Frog	G2G3	S3	N	N
Matelea floridana Florida spiny-pod	G2	S2	N	E
Mustela frenata olivacea Southeastern Weasel	G5T4	S3?	N	N
Myotis austroriparius Southeastern Myotis	G4	S3	N	N
Neofiber alleni Round-tailed Muskrat	G2	S2	N	N
Peucaea aestivalis Bachman's Sparrow	G3	S3	N	N
Salix floridana Florida willow	G2G3	S2S3	N	E
Sciurus niger niger Southeastern Fox Squirrel	G5T5	S3	N	N
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report

These results are considered unofficial. FNAI offers a Standard Data Request option for those needing certifiable data.

Building and Zoning Department

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

Invoice

76601

Applicant Information	Invoice Date	Permit #	Amount Due
Justin Tabor, AICP, CFM TBD	06/05/2026		**$1,850.00**

Job Location
Parcel: 02-6S-17-09555-000; 02-6S-17-09554-000; 02-6S-17-09554-002
Owner: 4 K CATTLE COMPANY LLC, , 4 K CATTLE COMPANY

Contractor Information

Invoice History

Date	Description	Discount	Amount
06/05/2026	Fee: Amend the Official Zoning Atlas	$0.00	$1,850.00
		Amount Due:	**$1,850.00**

Credit card payments can be made online here (fees apply)

Fee balances are not immediately updated using online Credit Card. If you have paid permit fees using the online application site or by another method such as check or cash, please allow time for your payment to be processed.

Contact Us

Phone:
(386) 758-1008

Customer Service Hours:
Monday-Friday
From 8:00 A.M. to 4:30 P.M.

Email:
bldginfo@columbiacountyfla.com

Website:
http://www.columbiacountyfla.com/BuildingandZoning.asp

Address:
Building and Zoning Ste. B-21
135 NE Hernando Ave.
Lake City, FL 32055

Inspection Office Hours

Monday - Friday
From 8:00 AM to 10:00 AM
and
From 1:30 PM to 3:00 PM

Regular Inspection Schedules

All areas North of County Road 242
From 10:00 AM to Noon

All areas South of County Road 242
From 3:00 PM to 5:00 PM

Inspection Requests

Online: (Preferred Method)
www.columbiacountyfla.com/InspectionRequest.asp

Voice Mail: 386-719-2023 or Phone: 386-758-1008

All Driveway Inspections: 386-758-1019

Septic Release Inspections: 386-758-1058

IMPORTANT NOTICE:
Any inspection requested after 4:30 pm, no matter the method, will be received the next business day and will be scheduled by the earliest time slot.

All Inspections require 24 hours notice.
Emergencies will be inspected as soon as possible.

Building Department

Receipt Of Payment

Applicant Information
Justin Tabor, AICP, CFM TBD

Method	Date of Payment	Payment #	Amount of Payment
Check 13853	06/05/2026	773529	**$1850.00**

AppID: 76601 Permit #:
Site Specific Amendment to the Official Zoning Atlas (Rezoning)
Parcel: 02-6S-17-09555-000; 02-6S-17-09554-000; 02-6S-17-09554-002
Owner: 4 K CATTLE COMPANY LLC, , 4 K CATTLE COMPANY LLC 4 K CATTLE COMPANY LLC

Contractor Information

Payment History

Date	Description	Amount
06/05/2026	Fee: Amend the Official Zoning Atlas	$1850.00
06/05/2026	Payment: Check 13853	($1850.00)
		$0.00

Contact Us

Phone:
(386) 758-1008

After Hours:
(386) 758-1124

Customer Service Hours:
Monday-Friday
From 8:00 A.M. to 5:00 P.M.

Email:
laurie_hodson@columbiacountyfla.com

Website:
http://www.columbiacountyfla.com/BuildingandZoning.asp

Address:
Building and Zoning
135 NE Hernando Ave.
Lake City, FL 32055

Building Inspector Office Hours

Monday - Friday
From 8:00 AM to 10:00 AM
and
From 1:30 PM to 3:00 PM

Regular Inspection Schedules

All areas North of County Road 242
From 10:00 AM to Noon

All areas South of County Road 242
From 3:00 PM to 5:00 PM

To Request Inspections - (Residential, Commercial, Fire, Zoning, & County Driveway Access)

Online: (Preferred Method)
www.columbiacountyfla.com/InspectionRequest.asp

Ph: 386-758-1008, 386-758-1124, 386-719-2023, 386-758-1007 (Leave A Message)

To Call for an Access (Driveway) Inspection: 386-758-1019

Septic Release Inspections: 386-758-1058

IMPORTANT NOTICE:
Any inspection requested after 5:00 pm, no matter the method, will be received the next business day; then that inspection will be scheduled the following business day.

All Inspections require 24 hours notice.
Emergencies will be inspected as soon as possible.

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

Department: Zoning Department Meeting Dat e: 8/20/2026

1. Nature and purpose of agenda item:

   Ordinance NO. 2026-09, amending Ordinance NO. 91-6, the Columbia County Comprehensive Plan; pursuant to application CPA260601, providing for changing the Future Land Use Map classification for the described lands from Residential Very Low (1 dwelling unit per acre), to Commercial Highway Interchange. Recommended for approval by the Columbia County Planning and Zoning board via Resolution NO. PZ/LPA CPA260601.

2. Recommended Motion/Action:

   Approve Ordinance NO. 2026-09

3. Fiscal impact on current budget:

   This item has no effect on the current budget.

ORDINANCE NO. 2026-09

AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 91-6, THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF NINETY OR LESS ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED, PURSUANT TO AN APPLICATION, CPA260601, PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL, VERY LOW DENSITY (1 DWELLING UNIT PER ACRE) TO COMMERCIAL HIGHWAY INTERCHANGE 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. CPA260601, a petition by Justin Tabor, agent for 4K Cattle Company LLC, requesting a Future Land Use Map amendment from Residential-Very Low to Commercial Highway Interchange on the lands described as following: Parcel(s) # 02-6S-17-09554-000; 02-6S-17-09554-002; 02-6S-17-09555-000 THAT PART OF SW1/4 OF NW1/4 LYING S OF I-75 & NW1/4 OF SW1/4 LYING S OF I-75, EX W1/2 OF W1/2 OF NW1/4 OF SW1/4. 531-249, 836-694, 865-2603, WD 1074-2597, WD 1558-2665, S 60 FT OF W1/2 OF W1/2 OF NW1/4 OF SW1/4. 853-1265, 855-15, QC 1067-2102, DC 1067-2103, WD 1074-2592, WD 1074-2597, WD 1558-2665, SW1/4 OF SW1/4 & 15 AC OFF W SIDE OF SE1/4 OF SW1/4, EX BEG SW COR SEC, RUN N 30 FT, E 1157.58 FT, S 30 FT, W TO W LINE OF SEC & POB. 373-394, POA 778-1171, 834-957, WD 1073-2062, WD 1079-1463, WD 1558-2665, Located on the West side of SE Giles Martin Avenue.

Containing 81.87 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 20th day of August 2026.

Attest:

BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA

James M. Swisher, Jr., County Clerk

Tim Murphy, Chairman

RESOLUTION NO. PZ/LPA CPA260601

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 EIGHTY-TWO OR LESS ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; PURSUANT TO AN APPLICATION, CPA260601, 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 VERY LOW TO COMMERCIAL HIGHWAY INTERCHANGE 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. CPA260601- A petition by Justin Tabor, agent for 4K Cattle Company LLC, requesting a Future Land Use Map amendment from Residential-Very Low to Highway Interchange on the lands described as follows: Parcel(s) # 02-6S-17-09554-000; 02-6S-17-09554-002; 02-6S-17-09555-000 THAT PART OF SW1/4 OF NW1/4 LYING S OF I-75 & NW1/4 OF SW1/4 LYING S OF I-75, EX W1/2 OF W1/2 OF NW1/4 OF SW1/4. 531-249, 836-694, 865-2603, WD 1074-2597, WD 1558-2665, S 60 FT OF W1/2 OF W1/2 OF NW1/4 OF SW1/4. 853-1265, 855-15, QC 1067-2102, DC 1067-2103, WD 1074-2592, WD 1074-2597, WD 1558-2665, SW1/4 OF SW1/4 & 15 AC OFF W SIDE OF SE1/4 OF SW1/4, EX BEG SW COR SEC, RUN N 30 FT, E 1157.58 FT, S 30 FT, W TO W LINE OF SEC & POB. 373-394, POA 778-1171, 834-957, WD 1073-2062, WD 1079-1463, WD 1558-2665, Located on the West side of SE Giles Martin Avenue. CONTAINING 81.87 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 July 2026.

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

Attest:

Seth Lane, Secretary to the
Planning and Zoning Board

Mike McKee, Chair

76600

Columbia County Gateway to Florida

FOR PLANNING USE ONLY
Application # CPA 260601
Application Fee $ 1750.00
Receipt No. 773528
Filing Date 6.5.2026
Completeness Date

Comprehensive Plan Amendment Application

A. PROJECT INFORMATION

1. Project Name: 4 K Cattle Company, LLC Comprehensive Plan Amendment
2. Address of Subject Property: N/A
3. Parcel ID Number(s): 02-6S-17-09554-000; 02-6S-17-09554-002; 02-6S-17-09555-000
4. Existing Future Land Use Map Designation: Residential, Very Low
5. Proposed Future Land Use Map Designation: Highway Interchange
6. Zoning Designation: Rural Residential (Currently); Commercial Highway Interchange (Proposed)
7. Acreage: TBD
8. Existing Use of Property: Agriculture
9. Proposed use of Property: Agriculture

B. APPLICANT INFORMATION

1. Applicant Status ☐ Owner (title holder) ■ Agent
2. Name of Applicant(s): Justin Tabor, AICP, CFM Title: Senior Planner
   Company name (if applicable): North Florida Professional Services, Inc.
   Mailing Address: PO Box 3823
   City: Lake City State: FL Zip: 32056
   Telephone: (352) 316-7798 Fax: (___)_____ Email: jtabor@nfps.net

   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): James Ketcham, Manager, 4 K Cattle Company, LLC
   Mailing Address: 295 SE Bailey Street
   City: Lake City State: FL Zip: 32024
   Telephone: (___)_____ Fax: (___)_____ Email:_____

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

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

C. 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: N/A 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 _____
   Site Specific Amendment to the Official Zoning Atlas (Rezoning): ☐ Yes _____ ■ No _____
   Site Specific Amendment to the Official Zoning Atlas (Rezoning) Application No. Z _____
   Variance: ☐ Yes _____ ■ No _____
   Variance Application No. V _____
   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.

Columbia County – Building and Zoning Department
P.O. Box 1529, Lake City, Fl 32056-1529 ◆ (386) 758-1008

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 BEFORETHE 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.

Justin Tabor, AICP, CFM, Senior Planner, NFPS

Applicant/Agent Name (Type or Print)

Justin Tabor, AICP, CFM Digitally signed by Justin Tabor, AICP, CFM DN: C=US, E=jtabor@nfps.net, O="North Florida Professional Services, Inc.", CN="Justin Tabor, AICP, CFM" Date: 2026.06.03 14:55:04 -04'00'

Applicant/Agent Signature

6/4/2026

Date

COLUMBIA COUNTY, FLORIDA
PLANNING AND ZONING BOARD
STAFF REPORT

Small-Scale Comprehensive Plan Amendment and Site-Specific Rezoning

Applicant/Owner	4 K Cattle Company, LLC
Agent	North Florida Professional Services, Inc.; Justin Tabor, AICP, CFM
Applications	Small-Scale Future Land Use Map Amendment and Site-Specific Amendment to the Official Zoning Atlas
Property Size	Approximately 81.87 acres
Parcel Identification Numbers	02-6S-17-09554-002; 02-6S-17-09555-000; and a portion of 02-6S-17-09554-000
Location	South of the Interstate 75 and US 41/441 interchange in the Ellisville area
Existing Future Land Use	Residential - Very Low
Proposed Future Land Use	Highway Interchange
Existing Zoning	Rural Residential (RR)
Proposed Zoning	Commercial Highway Interchange (CHI)
Existing Use	Agriculture
Proposed Use	No specific development proposed at this stage; future uses limited to those allowed by the requested designation and zoning district

I. Request

The applicant requests approval of a Small-Scale Future Land Use Map amendment changing the Future Land Use Map designation from Residential - Very Low to Highway Interchange and a companion site-specific rezoning from Rural Residential (RR) to Commercial Highway Interchange (CHI). The requested zoning is intended to implement the proposed Highway Interchange future land use designation.

II. Site and Surrounding Area

The subject property is located south of the Interstate 75 and US 41/441 interchange in the Ellisville area. The application materials identify nearby interstate-oriented commercial uses, including travel center, fueling, restaurant, mini-storage, hotel, and other highway commercial uses. The subject property is also adjacent to public facility lands to the east and lands with Highway Interchange/CHI designations to the north and west.

III. Comprehensive Plan Consistency

Staff reviewed the request for consistency with the Columbia County Comprehensive Plan, including the Future Land Use Element, Transportation Element, and public facilities policies. The site is located within the Designated Urban Development Area, where the Comprehensive Plan directs future population growth and associated urban development. The proposed Highway Interchange designation is intended for interstate and highway-oriented uses such as restaurants, automotive service stations, motels, campgrounds, retail outlets, truck stops, light manufacturing and assembly in enclosed buildings, and storage/distribution facilities, subject to a maximum intensity of 1.0 floor area ratio. Based on the submitted application materials, staff finds the proposed amendment generally consistent with the Comprehensive Plan, provided that public facility capacity, access, stormwater, environmental permitting, and all applicable development standards are addressed at the time of development review.

IV. Land Development Regulations - Section 16.2 Review

Staff reviewed the rezoning request under the standards for zoning amendments in Section 16.2 of the Columbia County Land Development Regulations. The proposed CHI zoning district would implement the requested Highway Interchange future land use designation. The change would extend an existing highway commercial/interchange development pattern and would not create an isolated zoning district unrelated to nearby districts. The request would reduce residential development potential and replace it with nonresidential intensity, subject to concurrency and development review. Any future site plan must comply with County standards for access, buffering, lighting, drainage, stormwater management, parking, landscaping, floodplain management, wetland protection, and other applicable requirements.

V. Public Facilities and Concurrency

The applicant submitted a public facilities impact analysis addressing transportation, potable water, sanitary sewer, solid waste, recreation, and public schools. The analysis indicates that future nonresidential development may generate traffic and utility demand but that final concurrency review will occur at the development approval stage. Because the proposed land use and zoning are nonresidential, no public school or recreation facility impact is anticipated from the land use change itself. Capacity must be available, or required improvements must be provided, before any future development may proceed.

VI. Environmental Review

The application materials identify portions of the subject property within Flood Zone A and areas mapped by the National Wetlands Inventory as potential wetlands. No site development is approved by this staff report. Future development must comply with the Columbia County Comprehensive Plan, Land Development Regulations, floodplain management regulations, stormwater requirements, and all applicable State and Federal wetland or environmental permitting requirements. Wetlands, floodplain areas, drainage, and environmental constraints must be verified and addressed during development review.

VII. Findings of Fact

1. The subject property contains approximately 81.87 acres.

2. The existing Future Land Use Map designation is Residential - Very Low, and the proposed designation is Highway Interchange.

3. The existing zoning is Rural Residential (RR), and the proposed zoning is Commercial Highway Interchange (CHI).

4. The property is located within the Designated Urban Development Area and near the I-75/US 41-441 interchange.

5. The proposed change is generally consistent with the surrounding highway commercial development pattern.

6. Final impacts related to transportation, utilities, drainage, wetlands, floodplain, buffering, and compatibility must be addressed through concurrency and development review.

VIII. Staff Recommendation

Based upon the application materials and staff review of the Columbia County Comprehensive Plan and Land Development Regulations, staff recommends that the Planning and Zoning Board recommend APPROVAL of the Small-Scale Future Land Use Map Amendment and the associated Site-Specific Rezoning to the Board of County Commissioners, subject to compliance with all applicable Comprehensive Plan policies, Land Development Regulations, concurrency requirements, and agency permitting requirements at the time of development review.

IX. Recommended Motion

Motion to recommend approval of the requested Small-Scale Future Land Use Map Amendment from Residential - Very Low to Highway Interchange and the companion Site-Specific Rezoning from Rural Residential (RR) to Commercial Highway Interchange (CHI), based on the findings in the staff report and subject to all applicable development review, concurrency, and permitting requirements.

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Transmittal Form

From: Justin Tabor, AICP, CFM
NFPS

To: Christian "Seth" Lane
Columbia County Zoning

Transmittal #: 1

Job: L260415KET

Date: 6/4/2026

We are sending you: ☑ Attached ☐ Under separate cover

☐ Shop drawings ☐ Prints ☐ Change order ☐ Samples
☐ Copy of letter ☐ Plans ☐ Specifications ☑ Submittal

No.	Copies	Description
1	2	Application Package - 4 K Cattle Company, LLC CPA and Rezoning Applications
2	1	Application Fee for CPA and Rezoning Applications (less than 100 acres)

Transmitted as checked:

☐ For approval ☐ Approved as submitted ☐ Resubmit ___copies for approval
☐ For your use ☐ Approved as noted ☐ Submit ___copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return ___corrected prints
☑ For review/comment ☐ Other: _____

Notes:

Please contact Justin Tabor at 352-316-7798 or jtabor@nfps.net if you need any additional information to facilitate your review.

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Application Package for 4 K Cattle Company, LLC Land Use Change & Rezoning

Prepared for:
Columbia County
Office of Planning & Zoning

Prepared on behalf of:
4 K Cattle Company, LLC

Prepared by:
Justin Tabor, AICP, CFM
Senior Planner
North Florida Professional Services, Inc.

PN#L260415KET

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

June 4, 2026

Mr. Christian "Seth" Lane
County Planner
135 N.E. Hernando Avenue
Lake City, FL 32055

RE: Applications for Small-Scale Comprehensive Plan Amendment (SSCPA) and Site-Specific Amendment to the Official Zoning Atlas (Rezoning)
4K Cattle Company, LLC
Tax Parcel ID Numbers 02-6S-17-09554-002; 02-6S-17-09555-000; and a portion of 02-6S-17-09554-000

Mr. Lane,

On behalf of 4K Cattle Company, LLC, North Florida Professional Services (NFPS) is pleased to submit applications for a SSCPA and a Rezoning on a ±81.87 acre subject property, comprised of Tax Parcel ID Numbers 02-6S-17-09554-002, 02-6S-17-09555-000, and a portion of 02-6S-17-09554-000. The subject property is located south of the Interstate-75 – US 41/441 interchange proximate to existing commercial uses. The existing Future Land Use Map (FLUM) Designation of the subject property is Residential – Very Low and the existing zoning is Rural Residential (RR). These applications propose to amend the FLUM Designation to Highway Interchange and the zoning to Commercial, Highway Interchange (CHI), consistent with the lands located to the north and west of the subject property.

We trust that the attached information is sufficient for your review and for consideration of approval by the Board of County Commissioners. Please contact me at 352-316-7798 or jtabor@nfps.net if you have any questions or need additional information to complete your review.

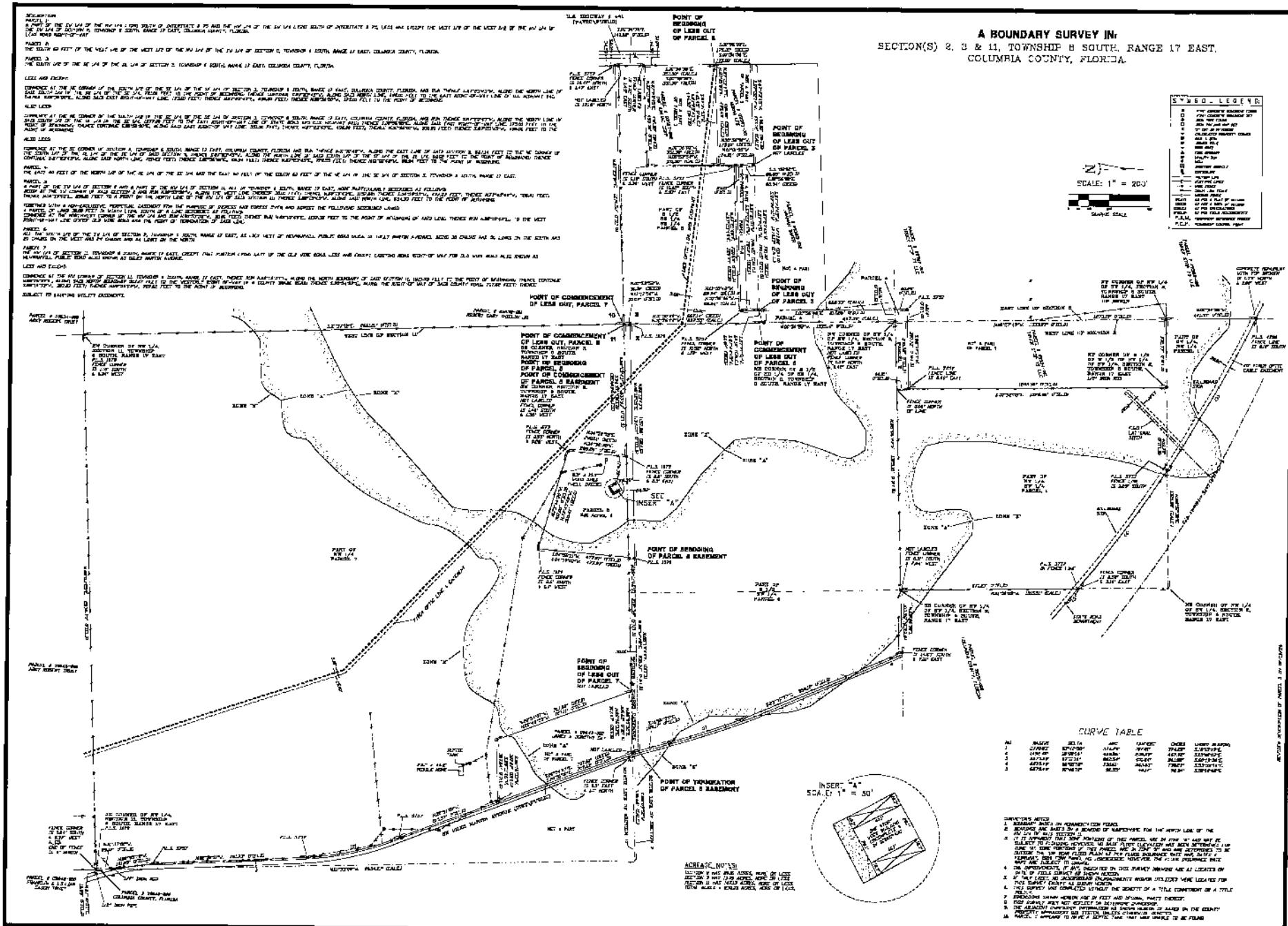
SINCERELY,

JUSTIN TABOR, AICP
SENIOR PLANNER
NORTH FLORIDA PROFESSIONAL SERVICES, INC.
POST OFFICE BOX 3823, LAKE CITY, FL 32056
1450 SW SR 47, LAKE CITY, FL 32025
386-752-4675 OFFICE

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Attachment 1

Boundary Sketch / Survey



BRITT SURVEYING P
& MAPPING, LLC
LAND SURVEYORS AND MAPPERS 1 2 & 8015
1438 SW MAIN BLVD
LAKE CITY, FLORIDA 32025

87

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Attachment 2

Aerial Photo

Please see attached Justification Report

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Attachment 3

Concurrency Impact Analysis

Please see attached Justification Report

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PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Attachment 4

Analysis of Compliance with Land Development Regulations

Please see attached Justification Report

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Attachment 5

Legal Description

COLUMBIA COUNTY
Property Appraiser

Parcel 02-6S-17-09555-000 https://search.ccpafl.com/parcel/09555000176S02

Owners

4 K CATTLE COMPANY LLC
295 SE BAILEY ST
LAKE CITY, FL 32024

Use: 6200: PASTURE CLS33
Subdivision: DIST 3

Legal Description

SW1/4 OF SW1/4 & 15 AC OFF W SIDE OF SE1/4 OF SW1/4, EX BEG SW COR SEC, RUN N 30 FT, E 1157.58 FT, S 30 FT, W TO W LINE OF SEC & POB.

373-394, POA 778-1171, 834-957, WD 1073-2062,...



COLUMBIA COUNTY
Property Appraiser

Parcel 02-6S-17-09554-002 https://search.ccpafl.com/parcel/09554002176S02

Owners

4 K CATTLE COMPANY LLC
295 SE BAILEY ST
LAKE CITY, FL 32024

Use: 6200: PASTURE CLS33
Subdivision: DIST 3

Legal Description

S 60 FT OF W1/2 OF W1/2 OF NW1/4 OF SW1/4.

853-1265, 855-15, QC 1067-2102, DC 1067-2103, WD 1074-2592, WD 1074-2597, WD 1558-2665,



COLUMBIA COUNTY
Property Appraiser

Parcel 02-6S-17-09554-000 https://search.ccpafl.com/parcel/09554000176S02

Owners

4 K CATTLE COMPANY LLC
295 SE BAILEY ST
LAKE CITY, FL 32024

Use: 9900: NON AG ACREAGE
Subdivision: DIST 3

Legal Description

THAT PART OF SW1/4 OF NW1/4 LYING S OF I-75 & NW1/4 OF SW1/4 LYING S OF I-75, EX W1/2 OF W1/2 OF NW1/4 OF SW1/4.

531-249, 836-694, 865-2603, WD 1074-2597,...



PARCEL 1

A part of the NW ¼ of the SW ¼ of Section 2, Township 6, South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Begin at the SE Corner of the NW ¼ of the SW ¼ of said Section and run thence S.88°06'27"W., along the South line of the NW ¼ of the SW ¼, a distance of 994.58 feet; Thence N.00°52'58"W., a distance of 901.96 feet; Thence N.88°52'30"E., a distance of 409.70 feet; Thence N.00°52'58"W., a distance of 427.00 feet to an iron rod (PLS 5757) on the South right-of-way of U.S. Interstate Highway 75 (I-75), said point being on a point of curvature; Thence along the arc of said curve, an angle of 06°05'18", an arc distance of 730.61 feet, said arc being subtended by a chord bearing of S.53°39'16"E. and a chord distance of 730.27 feet to a point on the intersection of the South right-of-way line of I-75 with the West line of the NW ¼ of the SW ¼ ; Thence S.01°06'09"E., along the West line of the NW ¼ of the SW ¼ , a distance of 871.25 feet to the Point of Beginning.

Containing 23.24 Acres, More or Less

PARCEL 2

The South 60 feet of the West ½ of the West ½ of the NW ¼ of the SW ¼ of Section 2, Township 6 South, Range 17 East, Columbia County, Florida.

Containing 0.46 Acres, More or Less

PARCEL 3

All the South ½ of the SW ¼ of Section 2, Township 6 South, Range 17 East, Columbia County, Florida, as lies West of Newmanville Public Road (A.K.A. SE Giles Martin Avenue), being 30 Chains and 56 Links on the South and20 Chains on the West and 24 Chains and 64 Links on the North.

Containing 58.17 Acres, More or Less

Collectively, all three parcels contain 81.87 Acres, More or Less

PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Attachment 6

Proof of Ownership

mes M Swisher Jr Clerk of Courts, Columbia County, Florida Doc Deed: 15,400.00

sale price $2,200,000.00
doc stamps 15,400.00

PREPARED BY & RETURN TO:

Name: Trish Lang, an employee of
INTEGRITY TITLE SERVICES, LLC
Address: 757 W. DUVAL STREET
LAKE CITY, FL 32055

File No. 25-12007TL

Parcel No.: SEE PARCEL NUMBERS IN NOTES

Inst: 202612001513 Date: 01/23/2026 Time: 11:07AM
Page 1 of 4 B: 1558 P: 2665, James M Swisher Jr, Clerk of Court
Columbia, County, By: VC
Deputy ClerkDoc Stamp Deed: 15400.00

SPACE ABOVE THIS LINE FOR PROCESSING DATA | *SPACE ABOVE THIS LINE FOR RECORDING DATA*

This **WARRANTY DEED**, made the 15 day of January, 2026, by **GARY D. BROWN, INDIVIDUALLY AND AS TRUSTEE OF THE GARY D. BROWN AMENDED AND RESTATED FUNDED REVOCABLE TRUST, DATED AUGUST 30, 2005**, hereinafter called the Grantor, to **4 K CATTLE COMPANY, LLC**, having its principal place of business at **295 SE BAILEY STREET, LAKE CITY, FLORIDA 32024**, hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate in County of Columbia, State of Florida, viz:

SEE EXHIBIT "A" ATTACHED

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO TAXES FOR THE YEAR 2026 AND SUBSEQUENT YEARS, RESTRICTIONS, RESERVATIONS, COVENANTS AND EASEMENTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the same in fee simple forever.

And the Grantor hereby covenants with the 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 and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever. Grantor further warrants that said land is free of all encumbrances, except as noted herein and except taxes accruing subsequent to December 31, 2025.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature
Printed Name: Jane A. Dixon
Witness Address: 2 Glenrue Drive
Pittsburgh, PA 15205

Witness Signature
Printed Name: LISA A MORETTI
Witness Address: 314 E MAIN ST
CARNEGIE PA 15106

Gary D. Brown L.S.
Name: GARY D. BROWN, INDIVIDUALLY AND AS TRUSTEE OF THE GARY D. BROWN AMENDED AND RESTATED FUNDED REVOCABLE TRUST, DATED AUGUST 30, 2005
Address: 110 ROESSLER ROAD, SUITE 301, PITTSBURG, PA 15220

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15 day of January, 2026, by GARY D. BROWN, INDIVIDUALLY AND AS TRUSTEE OF THE GARY D. BROWN AMENDED AND RESTATED FUNDED REVOCABLE TRUST, DATED AUGUST 30, 2005, who is personally known to me or who has produced PENNSYLVANIA DRIVER'S LICENSE as identification.

Signature of Notary
Printed Name: LISA A MORETTI
My commission expires: 11.05.2029

Commonwealth of Pennsylvania - Notary Seal
Lisa A. Moretti, Notary Public
Allegheny County
My commission expires November 5, 2029
Commission number 1001855
Member, Pennsylvania Association of Notaries

EXHIBIT "A"

DESCRIPTION:
PARCEL 1:
A PART OF THE SW 1/4 OF THE NW 1/4 LYING SOUTH OF INTERSTATE # 75 AND THE NW 1/4 OF THE SW 1/4 LYING SOUTH OF INTERSTATE # 75, LESS AND EXCEPT THE WEST 1/2 OF THE WEST 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.
LESS ROAD RIGHT-OF-WAY

PARCEL 2:
THE SOUTH 60 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.

PARCEL 3:
THE SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.

LESS AND EXCEPT:

COMMENCE AT THE NE CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, AND RUN THENCE S.87°23'45"W., ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4, 781.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.87°23'45"W., ALONG SAID NORTH LINE, 496.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #41; THENCE S.00°56'00"E., ALONG SAID EAST RIGHT-OF-WAY LINE, 175.00 FEET; THENCE N.87°23'45"E., 496.00 FEET; THENCE N.00°56'00"W., 175.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS:

COMMENCE AT THE NE CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, AND RUN THENCE S.87°23'45"W., ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4, 1277.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD #25 (U.S. HIGHWAY #41); THENCE S.00°56'00"E., ALONG SAID EAST RIGHT-OF-WAY LINE, 175.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.00°56'00"E., ALONG SAID EAST RIGHT-OF-WAY LINE, 351.30 FEET; THENCE N.87°23'45"E., 496.00 FEET; THENCE N.00°56'00"W., 351.30 FEET; THENCE S.87°23'45"W., 496.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS:

COMMENCE AT THE SE CORNER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA AND RUN THENCE N.01°00'48"W., ALONG THE EAST LINE OF SAID SECTION 3, 667.14 FEET TO THE NE CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 3; THENCE S.87°23'45"W., ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4, 60.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.87°23'45"W., ALONG SAID NORTH LINE, 720.23 FEET; THENCE S.00°56'00"E., 88.94 FEET; THENCE N.87°23'45"E., 720.35 FEET; THENCE N.01°00'48"W., 88.94 FEET TO THE POINT OF BEGINNING.

PARCEL 4:
THE EAST 60 FEET OF THE NORTH 1/2 OF THE SE 1/4 OF THE SE 1/4 AND THE EAST 60 FEET OF THE SOUTH 60 FEET OF THE NE 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 17 EAST.

PARCEL 5:
A PART OF THE SW 1/4 OF SECTION 2 AND A PART OF THE NW 1/4 OF SECTION 11, ALL IN TOWNSHIP 6 SOUTH, RANGE 17 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SW CORNER OF SAID SECTION 2 AND RUN N.00°53'58"W., ALONG THE WEST LINE THEREOF 30.00 FEET; THENCE N.88°13'43"E., 1157.88; THENCE S.04°59'03"W., 477.87 FEET; THENCE N.73¢ß[ÁN_°45'49"W., 506.41 FEET; THENCE N.04°59'03'E., 290.01 FEET TO A POINT ON THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 11; THENCE S.88°13'43"W., ALONG SAID NORTH LINE, 654.33 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE, PERPETUAL EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED LANDS:
A PARCEL OF LAND 30.00 FEET IN WIDTH LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF THE NW 1/4 AND RUN N.00°53'58"W., 30.00 FEET; THENCE RUN N.88°13'43"E., 1157.58 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE RUN N.88°13'43"E., TO THE WEST RIGHT-OF-WAY LINE [FN_OF OLD WIRE ROAD AND THE POINT OF TERMINATION OF SAID LINE.

PARCEL 6:
ALL THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 17 EAST, AS LIES WEST OF NEWMANVILL PUBLIC ROAD (A.K.A. SE GILES MARTIN AVENUE), BEING 30 CHAINS AND 56 LINKS ON THE SOUTH AND 20 CHAINS ON THE WEST AND 24 CHAINS AND 64 LINKS ON THE NORTH.

PARCEL 7:
THE NW 1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 17 EAST, EXCEPT THAT PORTION LYING EAST OF THE OLD WIRE ROAD. LESS AND EXCEPT EXISTING ROAD RIGHT-OF-WAY FOR OLD WIRE ROAD ALSO KNOWN AS NEWMANVILL PUBLIC ROAD ALSO KNOWN AS GILES MARTIN AVENUE.

LESS AND EXCEPT:

COMMENCE AT THE NW CORNER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 17 EAST, THENCE RUN N.88°16'33"E., ALONG THE NORTH BOUNDARY OF SAID SECTION 11, 1815.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.88°16'33"E., ALONG SAID NORTH BOUNDARY 307.07 FEET TO THE WESTERLY RIGHT-OF-WAY OF A COUNTY GRADE ROAD; THENCE S.20°54'07"E., ALONG THE RIGHT-OF-WAY OF SAID COUNTY ROAD, 707.62 FEET; THENCE S.88°16'33"W., 307.07 FEET; THENCE N.20°54'07"W., 707.62 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING UTILITY EASEMENTS.

Columbia County Property Appraiser

Jeff Hampton

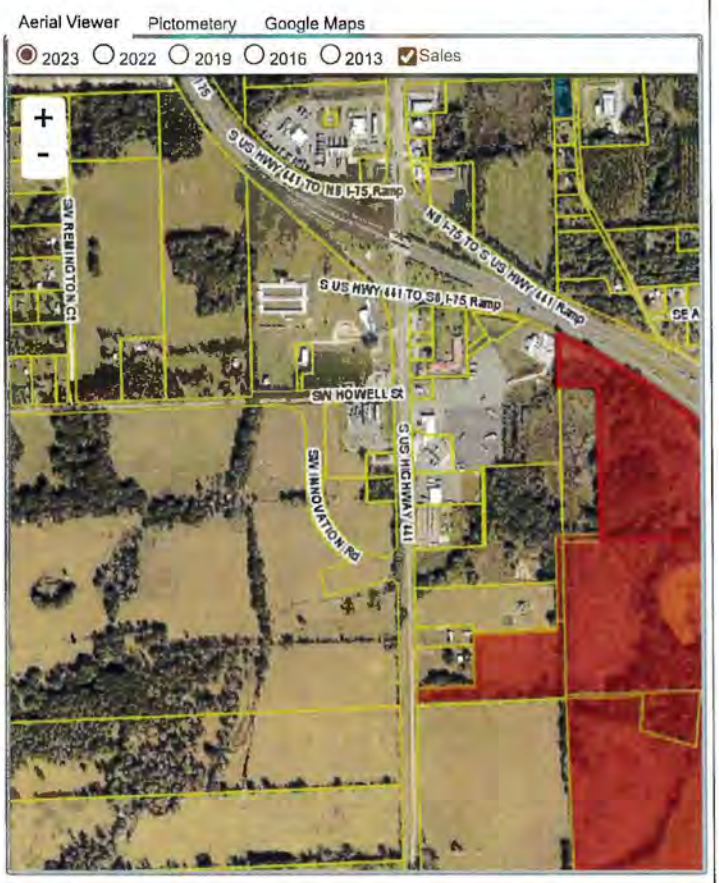
2026 Working Values
updated: 4/30/2026

Parcel: << **02-6S-17-09554-000 (35089)** >>

Owner & Property Info

Owner	4 K CATTLE COMPANY LLC 295 SE BAILEY ST LAKE CITY, FL 32024		
Site			
Description*	THAT PART OF SW1/4 OF NW1/4 LYING S OF I-75 & NW1/4 OF SW1/4 LYING S OF I-75, EX W1/2 OF W1/2 OF NW1/4 OF SW1/4. 531-249, 836-694, 865-2603, WD 1074-2597, WD 1558-2665,		
Area	31.5 AC	S/T/R	02-6S-17
Use Code**	NON AG ACREAGE (9900)	Tax District	3

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.



Property & Assessment Values

2025 Certified Values		2026 Working Values	
Mkt Land	$126,000	Mkt Land	$126,000
Ag Land	$0	Ag Land	$0
Building	$0	Building	$0
XFOB	$0	XFOB	$0
Just	$126,000	Just	$126,000
Class	$0	Class	$0
Appraised	$126,000	Appraised	$126,000
SOH/10% Cap	$0	SOH/10% Cap	$0
Assessed	$126,000	Assessed	$126,000
Exempt	$0	Exempt	$0
Total Taxable	county:$126,000 city:$0 other:$0 school:$126,000	Total Taxable	county:$126,000 city:$0 other:$0 school:$126,000

NOTE: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
1/15/2026	$2,200,000	1558 / 2665	WD	I	Q	05 (Multi-Parcel Sale) - show
2/15/2006	$892,600	1074 / 2597	WD	V	Q	02
9/1/1998	$0	865 / 2603	QC	V	Q	01

Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

Extra Features & Out Buildings

Code	Desc	Year Blt	Value	Units	Dims
NONE					

Land Breakdown

Code	Desc	Units	Adjustments	Eff Rate	Land Value
9900	AC NON-AG (MKT)	31.500 AC	1.0000/1.0000 1.0000/ /	$4,000 /AC	$126,000

© Columbia County Property Appraiser | Jeff Hampton | Lake City, Florida | 386-758-1083 GrizzlyLogic

The information presented on this website was derived from data which was compiled by the **Columbia County Property Appraiser** solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. The GIS Map image is not a survey and shall not be used in a Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This website was last updated: 4/30/2026 and may not reflect the data currently on file at our office.

Columbia County Property Appraiser

Jeff Hampton

2026 Working Values
updated: 4/30/2026

Parcel: << **02-6S-17-09554-002 (35091)** >>

Owner & Property Info

Owner	4 K CATTLE COMPANY LLC 295 SE BAILEY ST LAKE CITY, FL 32024		
Site			
Description*	S 60 FT OF W1/2 OF W1/2 OF NW1/4 OF SW1/4. 853-1265, 855-15, QC 1067-2102, DC 1067-2103, WD 1074-2592, WD 1074-2597, WD 1558-2665,		
Area	0.45 AC	S/T/R	02-6S-17
Use Code**	PASTURE CLS33 (6200)	Tax District	3

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Aerial Viewer | Pictometery | Google Maps

2023 | 2022 | 2019 | 2016 | 2013 | Sales



Property & Assessment Values

2025 Certified Values		2026 Working Values	
Mkt Land	$0	Mkt Land	$0
Ag Land	$126	Ag Land	$126
Building	$0	Building	$0
XFOB	$0	XFOB	$0
Just	$1,800	Just	$1,800
Class	$126	Class	$126
Appraised	$126	Appraised	$126
SOH/10% Cap	$0	SOH/10% Cap	$0
Assessed	$126	Assessed	$126
Exempt	$0	Exempt	$0
Total Taxable	county:$126 city:$0 other:$0 school:$126	Total Taxable	county:$126 city:$0 other:$0 school:$126

NOTE: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
1/15/2026	$2,200,000	1558 / 2665	WD	I	Q	05 (Multi-Parcel Sale) - show
2/15/2006	$892,600	1074 / 2597	WD	V	Q	02
4/18/2002	$100	1067 / 2102	QC	V	Q	01
12/1/1997	$100	853 / 1265	FS	V	Q	01

Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

Extra Features & Out Buildings

Code	Desc	Year Blt	Value	Units	Dims
NONE					

Land Breakdown

Code	Desc	Units	Adjustments	Eff Rate	Land Value
6200	PASTURE 3 (AG)	0.450 AC	1.0000/1.0000 1.0000/ /	$280 /AC	$126
9910	MKT.VAL.AG (MKT)	0.450 AC	1.0000/1.0000 1.0000/ /	$4,000 /AC	$1,800

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GrizzlyLogic

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Columbia County Property Appraiser

Jeff Hampton

2026 Working Values
updated: 4/30/2026

Parcel: << **02-6S-17-09555-000 (35092)** >>

Owner & Property Info

Result: 1 of 1

Owner	4 K CATTLE COMPANY LLC 295 SE BAILEY ST LAKE CITY, FL 32024		
Site			
Description*	SW1/4 OF SW1/4 & 15 AC OFF W SIDE OF SE1/4 OF SW1/4, EX BEG SW COR SEC, RUN N 30 FT, E 1157.58 FT, S 30 FT, W TO W LINE OF SEC & POB. 373-394, POA 778-1171, 834-957, WD 1073-2062, WD 1079-1463, WD 1558-2665,		
Area	54.2 AC	S/T/R	02-6S-17
Use Code**	PASTURE CLS33 (6200)	Tax District	3

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2025 Certified Values		2026 Working Values	
Mkt Land	$0	Mkt Land	$0
Ag Land	$15,176	Ag Land	$15,176
Building	$0	Building	$0
XFOB	$0	XFOB	$0
Just	$243,900	Just	$243,900
Class	$15,176	Class	$15,176
Appraised	$15,176	Appraised	$15,176
SOH/10% Cap	$0	SOH/10% Cap	$0
Assessed	$15,176	Assessed	$15,176
Exempt	$0	Exempt	$0
Total Taxable	county:$15,176 city:$0 other:$0 school:$15,176	Total Taxable	county:$15,176 city:$0 other:$0 school:$15,176

NOTE: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

Aerial Viewer | Pictometery | Google Maps

2023 | 2022 | 2019 | 2016 | 2013 | Sales



Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
1/15/2026	$2,200,000	1558 / 2665	WD	I	Q	05 (Multi-Parcel Sale) - show
2/8/2006	$2,604,500	1073 / 2062	WD	V	Q	02
2/3/1997	$0	834 / 957	WD	V	Q	03

Building Characteristics

Bldg Sketch	Description*	Year Blt	Base SF	Actual SF	Bldg Value
NONE					

Extra Features & Out Buildings

Code	Desc	Year Blt	Value	Units	Dims
NONE					

Land Breakdown

Code	Desc	Units	Adjustments	Eff Rate	Land Value
6200	PASTURE 3 (AG)	54.200 AC	1.0000/1.0000 1.0000/ /	$280 /AC	$15,176
9910	MKT.VAL.AG (MKT)	54.200 AC	1.0000/1.0000 1.0000/ /	$4,500 /AC	$243,900

Search Result: 1 of 1

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GrizzlyLogic

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NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Attachment 7
Agent Authorization

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 Justin Tabor, AICP, CFM
(Name of Person to Act as my Agent)

for North Florida Professional Services, Inc.
(Company Name for the Agent, if applicable)

to act as my/our agent in the preparation and submittal of this application

for Small-Scale Comprehensive Plan Amendment and Rezoning
(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: James Ketcham

Applicant/Owner's Title: Manager

On Behalf of: 4 K Cattle Company, LLC
(Company Name, if applicable)

Telephone: 386-365-0564 Date: 6/3/26

Applicant/Owner's Signature:

Print Name: James Ketcham

STATE OF FLORIDA
COUNTY OF Columbia

The Foregoing insturment was acknoeledged before me this 3rd day of June, 20 26. by Travis Ryals, whom is personally known by me ☐ OR produced identification ☐.
Type of Identification Produced

(Notary Signature) (SEAL)

TRAVIS P RYALS
Notary Public - State of Florida
Commission # HH 304007
My Comm. Expires Aug 23, 2026
Bonded through National Notary Assn.



Detail by Entity Name

Florida Limited Liability Company
4 K CATTLE COMPANY, LLC

Filing Information

Document Number	L17000047398
FEI/EIN Number	86-1657621
Date Filed	02/28/2017
Effective Date	02/28/2017
State	FL
Status	ACTIVE

Principal Address

295 SE Bailey St
LAKE CITY, FL 32024

Changed: 04/25/2019

Mailing Address

295 SE Bailey St
LAKE CITY, FL 32024

Changed: 04/25/2019

Registered Agent Name & Address

Ketcham, James H
295 SE Bailey St
LAKE CITY, FL 32024

Name Changed: 04/25/2019

Address Changed: 04/25/2019

Authorized Person(s) Detail

Name & Address

Title MGR

Ketcham, James H
295 SE Bailey St
LAKE CITY, FL 32024

Annual Reports

Report Year	Filed Date
2024	01/26/2024
2025	04/25/2025
2026	04/25/2026

Document Images

04/25/2026 -- ANNUAL REPORT	View image in PDF format
04/25/2025 -- ANNUAL REPORT	View image in PDF format
01/26/2024 -- ANNUAL REPORT	View image in PDF format
04/12/2023 -- ANNUAL REPORT	View image in PDF format
04/26/2022 -- ANNUAL REPORT	View image in PDF format
03/30/2021 -- ANNUAL REPORT	View image in PDF format
05/06/2020 -- ANNUAL REPORT	View image in PDF format
04/25/2019 -- ANNUAL REPORT	View image in PDF format
04/20/2018 -- ANNUAL REPORT	View image in PDF format
02/28/2017 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Attachment 8
Proof of Payment of Taxes

Kyle Keen, CFC
Columbia County Tax Collector

2025 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

30444.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R09554-000		3

THIS BILL IS FULLY PAID

THAT PART OF SW1/4 OF NW1/4 LYING S OF I-75 & NW1/4 OF SW1/4 LYING S OF I-75, EX W1/2 OF W1/2 OF NW1/4 OF SW1/4.

BROWN GARY D TRUSTEE
898 SW 21ST ST
BOCA RATON FL 33486

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	126,000	7.8150	0	126,000	984.69
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	126,000	0.7480	0	126,000	94.25
LOCAL	126,000	3.1010	0	126,000	390.73
CAPITAL OUTLAY	126,000	1.5000	0	126,000	189.00
SUWANNEE RIVER WATER MGT DIST					
WATER MGT	126,000	0.2812	0	126,000	35.43
LAKE SHORE HOSPITAL AUTHORITY					
LK SHORE	126,000	0.0001	0	126,000	0.01

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

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

TOTAL MILLAGE	13.4453	AD VALOREM TAXES	1,694.11

NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		RATE	AMOUNT
FFIR	FIRE ASSESSMENTS	0.00 Unit @303.9800	3.94

SAVE TIME PAY ONLINE @ www.columbiataxcollector.com

NON AD VALOREM ASSESSMENTS		3.94
COMBINED TAXES AND ASSESSMENTS	1,698.05	See reverse side for important information

Paid In Full	Taxes	Discount / Interest	Fees	Payments	Amount Due
	1,698.05	-67.92	0.00	1,630.13	0.00

Kyle Keen, CFC
Columbia County Tax Collector

2025 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

30444.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R09554-000		3

THIS BILL IS FULLY PAID

THAT PART OF SW1/4 OF NW1/4 LYING S OF I-75 & NW1/4 OF SW1/4 LYING S OF I-75, EX W1/2 OF W1/2 OF NW1/4 OF SW1/4.

BROWN GARY D TRUSTEE
898 SW 21ST ST
BOCA RATON FL 33486

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
	1,698.05	-67.92	0.00	1,630.13	0.00

Receipt(s) 2025-12284 on 11/19/25 for $1,630.13 by BROWN / PT

Kyle Keen, CFC
Columbia County Tax Collector

2025 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

30446.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R09554-002		3

THIS BILL IS FULLY PAID

S 60 FT OF W1/2 OF W1/2 OF NW1/4 OF SW1/4.

853-1265, 855-15, QC 1067-2102, DC 1067-2103,

BROWN GARY D TRUSTEE
110 ROESSLER ROAD SUITE 301
PITTSBURG PA 15220

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	126	7.8150	0	126	0.98
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	126	0.7480	0	126	0.09
LOCAL	126	3.1010	0	126	0.39
CAPITAL OUTLAY	126	1.5000	0	126	0.19
SUWANNEE RIVER WATER MGT DIST					
WATER MGT	126	0.2812	0	126	0.04
LAKE SHORE HOSPITAL AUTHORITY					
LK SHORE	126	0.0001	0	126	0.00

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

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

TOTAL MILLAGE	13.4453	**AD VALOREM TAXES**	1.69

NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		RATE	AMOUNT
FFIR	FIRE ASSESSMENTS	0.00 Unit @303.9800	0.00

SAVE TIME PAY ONLINE @ www.columbiataxcollector.com

NON AD VALOREM ASSESSMENTS	0.00
COMBINED TAXES AND ASSESSMENTS	1.69

See reverse side for important information

Paid In Full	Taxes	Discount / Interest	Fees	Payments	Amount Due
	1.69	-0.07	0.00	1.62	0.00

Kyle Keen, CFC
Columbia County Tax Collector

2025 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

30446.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R09554-002		3

THIS BILL IS FULLY PAID

S 60 FT OF W1/2 OF W1/2 OF NW1/4 OF SW1/4.

853-1265, 855-15, QC 1067-2102, DC 1067-2103,

BROWN GARY D TRUSTEE
110 ROESSLER ROAD SUITE 301
PITTSBURG PA 15220

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
	1.69	-0.07	0.00	1.62	0.00

Receipt(s) 2025-12284 on 11/19/25 for $1.62 by BROWN / PT

Kyle Keen, CFC
Columbia County Tax Collector

2025 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

30448.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R09555-000		3

THIS BILL IS FULLY PAID

SW1/4 OF SW1/4 & 15 AC OFF W SIDE OF SE1/4 OF SW1/4, EX BEG SW COR SEC, RUN N 30 FT, E 1157.58 FT, S 30 FT, W TO W LINE OF SEC & POB.

BROWN GARY D TRUSTEE
110 ROESSLER ROAD SUITE 301
PITTSBURG PA 15220

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	15,176	7.8150	0	15,176	118.60
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	15,176	0.7480	0	15,176	11.35
LOCAL	15,176	3.1010	0	15,176	47.07
CAPITAL OUTLAY	15,176	1.5000	0	15,176	22.76
SUWANNEE RIVER WATER MGT DIST					
WATER MGT	15,176	0.2812	0	15,176	4.27
LAKE SHORE HOSPITAL AUTHORITY					
LK SHORE	15,176	0.0001	0	15,176	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	13.4453	**AD VALOREM TAXES**	**204.05**

NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		RATE	AMOUNT
FFIR	FIRE ASSESSMENTS	0.00 Unit @303.9800	0.00

SAVE TIME PAY ONLINE @ www.columbiataxcollector.com

NON AD VALOREM ASSESSMENTS		**0.00**
COMBINED TAXES AND ASSESSMENTS	204.05	**See reverse side for important information**

Paid In Full	Taxes	Discount / Interest	Fees	Payments	Amount Due
	204.05	-8.16	0.00	195.89	0.00

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

Kyle Keen, CFC
Columbia County Tax Collector

2025 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

30448.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R09555-000		3

THIS BILL IS FULLY PAID

SW1/4 OF SW1/4 & 15 AC OFF W SIDE OF SE1/4 OF SW1/4, EX BEG SW COR SEC, RUN N 30 FT, E 1157.58 FT, S 30 FT, W TO W LINE OF SEC & POB.

BROWN GARY D TRUSTEE
110 ROESSLER ROAD SUITE 301
PITTSBURG PA 15220

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
	204.05	-8.16	0.00	195.89	0.00

Receipt(s) 2025-12284 on 11/19/25 for $195.89 by BROWN / PT

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Attachment 9
Fee

Under Separate Cover

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Attachment 10
Justification Report

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Justification Report
for
4K Cattle Company, LLC
Land Use Change & Rezoning

Prepared for:
Columbia County
Office of Planning & Zoning

Prepared on behalf of:
4K Cattle Company, LLC

Prepared by:
Justin Tabor, AICP, CFM
Senior Planner
North Florida Professional Services, Inc.

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Executive Summary

Intent of Proposed Application: To amend the Future Land Use Map (FLUM) Designation from Residential – Very Low to Highway Interchange and to amend the zoning from Rural Residential (RR) to Commercial, Highway Interchange (CHI), consistent with the FLUM Designation and zoning of lands located to the north and west of the subject property

Acreage: 81.87 acres

Location: South of the Interstate-75 and US 41/441 interchange (Ellisville)

Tax Parcel ID Number(s): 02-6S-17-09554-002; 02-6S-17-09555-000; a portion of 02-6S-17-09554-000

Existing Future Land Use Map (FLUM) Designation: Residential – Very Low

Proposed Future Land Use Map Designation: Highway Interchange

Existing Zoning District: Rural Residential (RR)

Proposed Zoning District: Commercial, Highway Interchange (CHI)

Existing Maximum Permitted Floor Area Ratio: 1.0

Existing Maximum Density: 81 dwellings

Proposed Maximum Permitted Floor Area Ratio: 1.0

Proposed Maximum Density: 0 dwellings

Estimated Non-Residential Intensity: ±223,071 square feet to ±371,785 square feet (0.15 – 0.25 FAR)

Summary of Proposed Change

These applications pertain to requests to amend the Future Land Use Map (FLUM) Designation and zoning of the subject property, which is comprised of Columbia County Tax Parcels 02-6S-17-09554-002, 02-6S-17-09555-000, and a portion of 02-6S-17-09554-000 and is approximately 81.87 acres. The existing FLUM Designation of the subject property is Residential – Very Low and the existing zoning is Rural Residential (RR). These applications propose to amend the FLUM Designation to Highway Interchange and the zoning to Commercial, Highway Interchange (CHI).

The subject parcel is in common ownership with other lands presently designated Highway Interchange and CHI (Tax Parcel 03-6S-17-09585-000) – See Figure 1, Vicinity Map. This property has frontage on US 41/441 which can serve to provide access to the subject property. Additionally, the subject property is located within the Designated Urban Development Area (DUDA) established within the County's Comprehensive Plan. The DUDA is a defined boundary on the County's FLUM designating areas where urban development has been deemed appropriate.

The subject property is located south of the Interstate-75 and US 41/441 interchange in the Ellisville area and is proximate to existing commercial uses located within the Highway Interchange FLUM Designation and the CHI zoning district. Nearby commercial uses include a travel center/truck stop/fueling center, mini-storage, quick-service restaurants, and a hotel. In addition to these existing uses, Busy Bee is currently constructing its largest store near the subject property and along US 41/441. The owner wishes to place a FLUM Designation and zoning district on the subject property that is consistent with existing and planned nearby commercial uses.

The existing FLUM Designations and zoning district of adjacent lands are identified in Table 1. Figure 1 below shows the location of the subject property and the surrounding vicinity. Figure 2 below depicts the existing FLUM Designation of the subject property and the FLUM Designation surrounding properties. Figure 3 below depicts the proposed FLUM Designation of the subject property and the FLUM Designation surrounding properties. Figure 4 below depicts the existing zoning district of the subject property and the zoning of surrounding properties. Figure 5 below depicts the proposed zoning district of the subject property and the zoning of surrounding properties.

Table 1. Surrounding FLUM/Zoning

Direction	FLUM Designation	Zoning District
North	Highway Interchange	Commercial Highway Interchange (CHI)
East	Public	Rural Residential (RR)
South	Residential – Very Low	Rural Residential (RR)
West	Highway Interchange; Residential – Very Low	Commercial Highway Interchange (CHI); Rural Residential (RR)

Figure 1. Vicinity Map



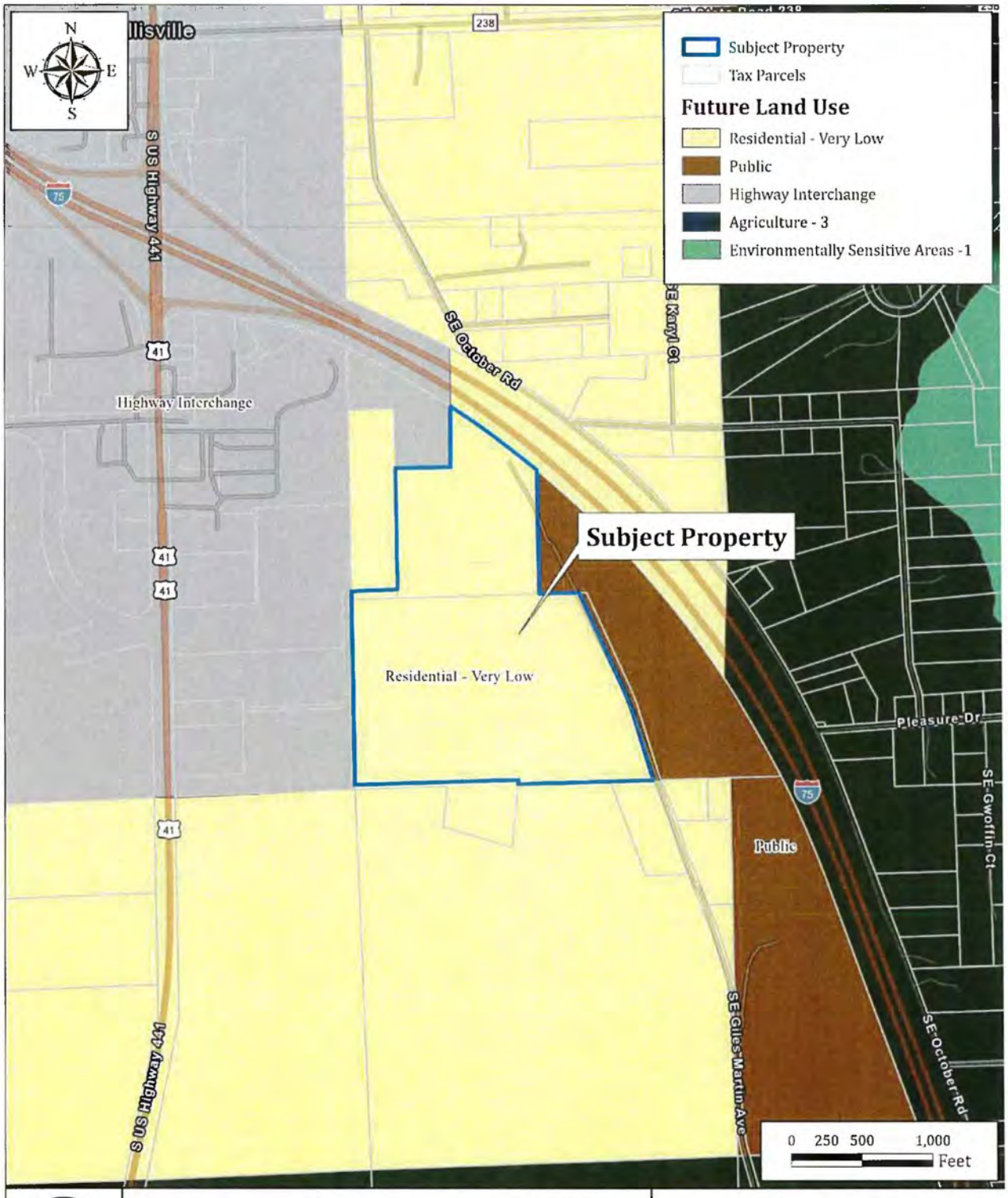
Vicinity Map

Subject Property:
02-6S-17-09554-002,
02-6S-17-09555-000,
and a portion of
02-6S-17-09554-000

North Florida Professional Services

PHONE: (386) 752-4675 PO BOX 3823
WWW.NFPS.NET LAKE CITY, FL 32056

Figure 2. Existing FLUM



Future Land Use Map (Existing)

Subject Property:
02-6S-17-09554-002,
02-6S-17-09555-000,
and a portion of
02-6S-17-09554-000

North Florida Professional Services

PHONE: (386) 752-4675 PO BOX 3823
WWW.NFPS.NET LAKE CITY, FL 32056

Figure 3. Proposed FLUM

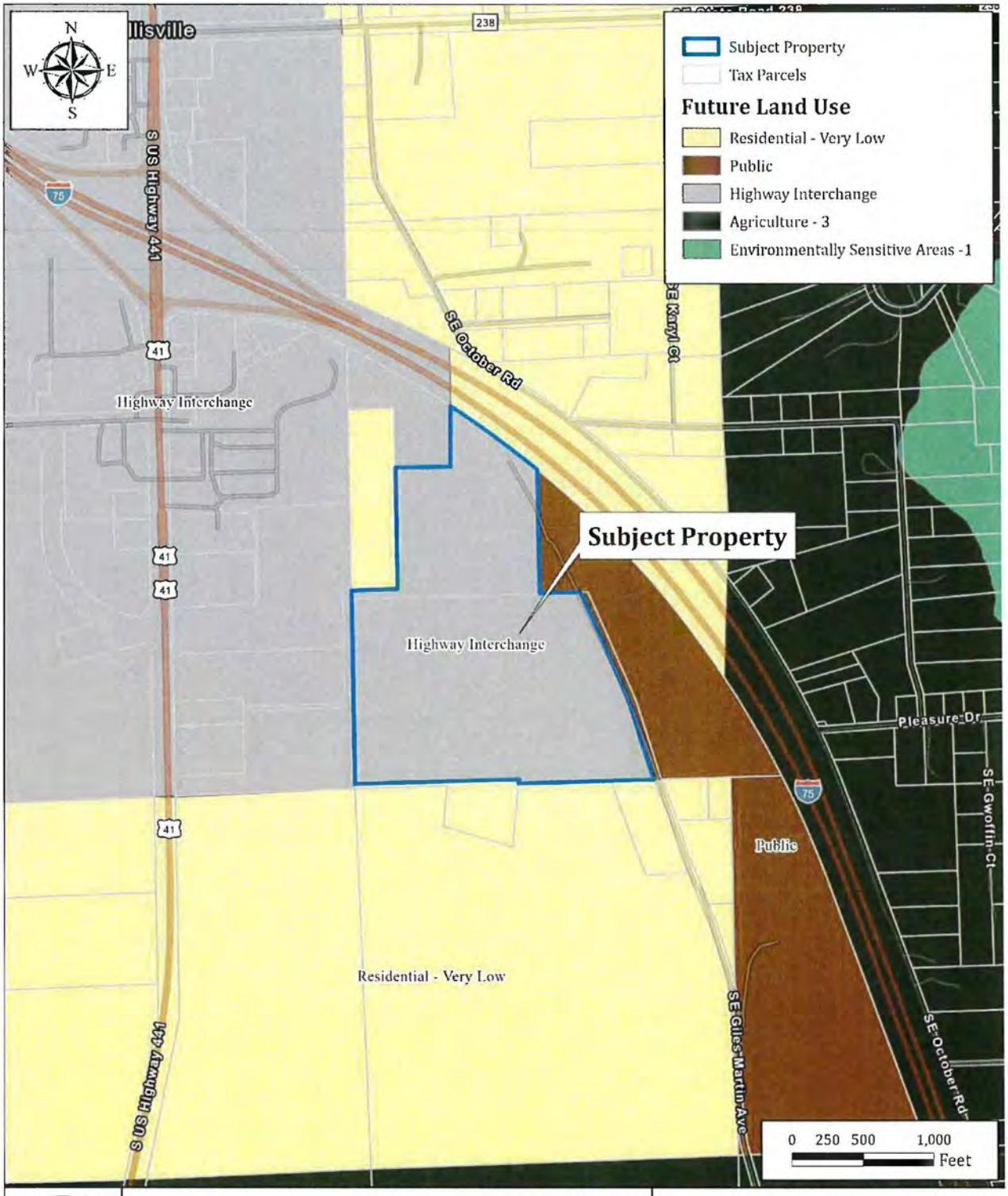
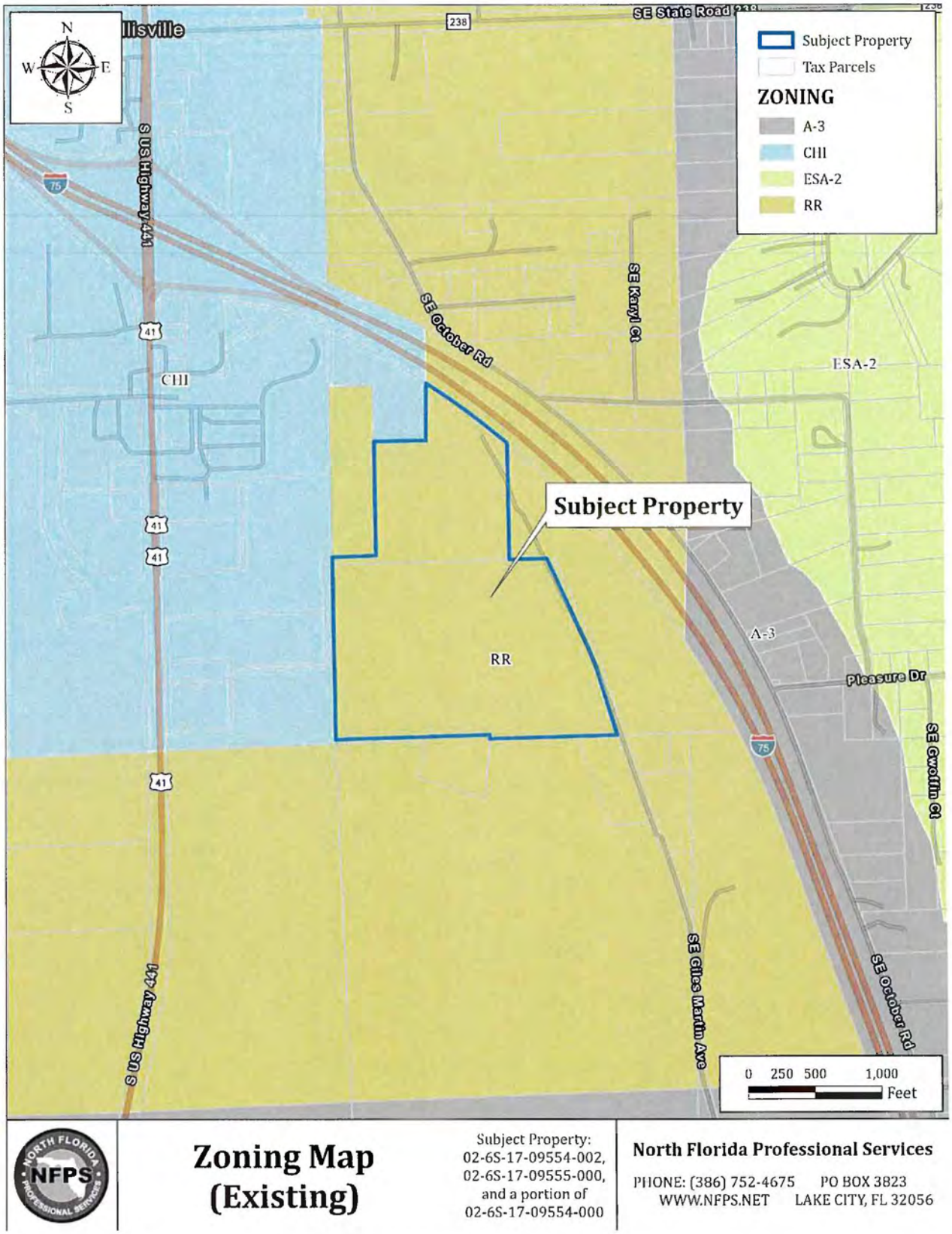


Figure 4. Existing Zoning

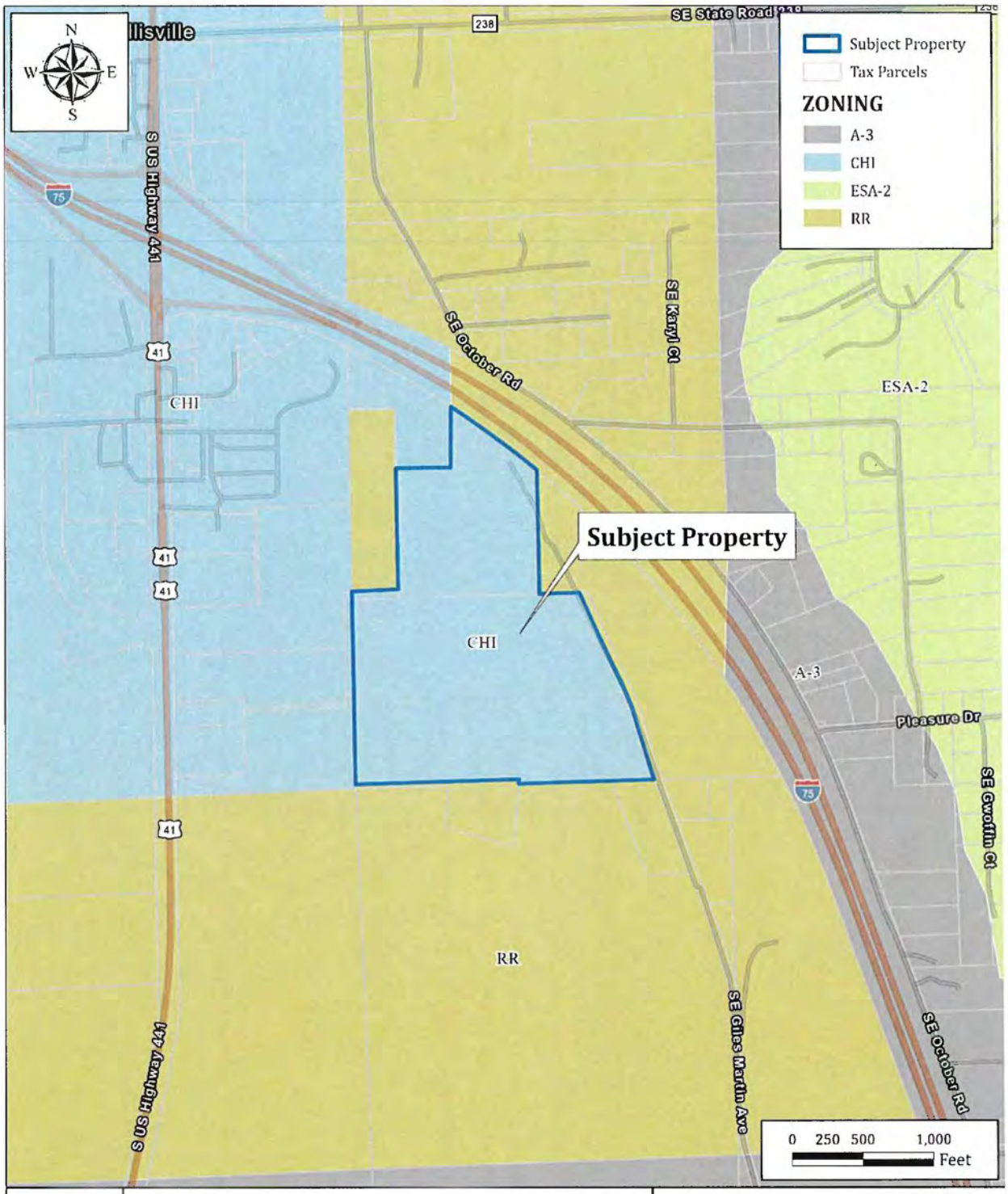


Zoning Map (Existing)

Subject Property:
02-6S-17-09554-002,
02-6S-17-09555-000,
and a portion of
02-6S-17-09554-000

North Florida Professional Services
PHONE: (386) 752-4675 PO BOX 3823
WWW.NFPS.NET LAKE CITY, FL 32056

Figure 5. Proposed Zoning



Zoning Map (Proposed)

Subject Property:
02-6S-17-09554-002,
02-6S-17-09555-000,
and a portion of
02-6S-17-09554-000

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Consistency with Columbia County Comprehensive Plan

NFPS has reviewed the Columbia County Comprehensive Plan to provide an evaluation of the applications' consistency with the County's Comprehensive Plan. Specific Goals, Objectives, and Policies supporting the proposed applications and an analysis of each application's consistency with the Comprehensive Plan are identified below.

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.

OBJECTIVES AND POLICIES
FOR URBAN DEVELOPMENT AREAS

Urban development areas are areas within the Designated Urban Development Area ("DUDA") as depicted on the Future Land Use Map of the Comprehensive Plan.

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.

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.

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.

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 reasonable expected to develop by the year 2040.

Analysis of Consistency: The subject property is located within the Designated Urban Development Area, which, as stated in Objective I.1, is intended to direct future growth and associated urban development, such as supporting commercial uses, to urban development areas. The subject property is adjacent to lands presently designated Highway Interchange on the FLUM with access to US 41/441, which is designated as a principal arterial in Policy II.1.1 of the Comprehensive Plan. Potable water and sanitary sewer services are located within proximity to the subject property.

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.

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.

Analysis of Consistency: Portions of the subject property are located within Flood Zone A (areas with 1% annual chance flood with no base flood elevation determined). Additionally, portions of the subject property are identified as potential wetland areas on the National Wetlands Inventory. While there are limitations on portions of the subject property, there is sufficient land area to support the land uses permitted in the Highway Interchange FLUM Designation and CHI zoning district. Any future development will comply with the County's requirements for wetland protection and floodplain management.

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.

Highway interchange land use. Highway interchange uses shall be permitted within the urban and rural area of the county.

Highway interchange uses shall be permitted within areas surrounding Interstates 75 and 10, which shall be limited to the following:

1. Tourist oriented facilities, such as restaurants, automotive service stations, motels and campgrounds;
2. Retail outlets;
3. Truck stops;
4. Light manufacturing, assembling, processing, packaging or fabricating in completely enclosed building; and
5. Facilities for the storage and distribution of foods and products including wholesale activity.

Highway interchange uses shall be limited to an intensity of 1.0 floor area ratio.

Analysis of Consistency: The requested Highway Interchange FLUM Designation is consistent with the FLUM Designation of nearby lands and will further support the placement of uses supporting residents of the County and the travelling public.

Transportation Element

Policy II.1.1
Establish the service standards as noted below at peak hour for the following roadway segments within the County as defined within the most recent version of the Florida Department of Transportation Quality/Level of Service Handbook.

Analysis of Consistency: The subject property is located along Segment 11 (US 41/441 from the County's south boundary to SW Howell Road) and is proximate to Segments 7 – 10, which are inclusive of US 41/441 from CR 242 to SW Howell Road. The functional classification of each of these segments is Principal Arterial, with an area type of Rural Highway. The Level of Service (LOS) Standard for each of these segments is LOS D. The estimated maximum trip generation at the PM Peak Hour is not expected to result in any LOS deficiencies. Reference the Public Facilities Impact Analysis provided within this report for further information.

Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element

GOAL IV-2 - ENSURE THE PROVISION OF PUBLIC SANITARY SEWER FACILITIES IN A TIMELY, ORDERLY EFFICIENT AND ENVIRONMENTALLY SOUND MANNER AT AN ACCEPTABLE LEVEL OF SERVICE FOR THE POPULATION OF THE COUNTY.

OBJECTIVE IV.2 The county shall coordinate the continued extension of, or increase in, the capacity of sanitary sewer facilities by scheduling the completion of public facility improvements concurrent with projected demand.

Policy IV.2.1
The county hereby establishes the following level of service standards for sanitary sewer facilities.

Facility Type	Level of Service Standard
Individual Septic Tanks	Standards as specified in Chapter 64E-6, Florida Administrative Code, as amended.
Community Sanitary Sewer System	135 gallons per capita per day.

Analysis of Consistency: The subject property is located proximate to a community sanitary sewer system (Ellisville Wastewater Treatment Facility). It is anticipated that future development will connect to the sanitary sewer system.

GOAL IV-5 - ENSURE THE PROVISION OF PUBLIC POTABLE WATER FACILITIES IN A TIMELY, ORDERLY, EFFICIENT AND ENVIRONMENTALLY SOUND MANNER AT AN ACCEPTABLE LEVEL OF SERVICE FOR THE POPULATION OF THE COUNTY.

OBJECTIVE IV.5 The county shall continue to coordinate the extension of, or increase in the capacity of, potable water facilities by scheduling the completion of public facility improvements and requiring that they are concurrent with projected demand.

Policy IV.5.1
The county hereby establishes the following level of service standards for potable water.

Facility Type	Level Of Service Standard
Columbia County Ellisville	100 gallons per capita per day
Haight-Ashbury	100 gallons per capita per day
Mason City	100 gallons per capita per day

Analysis of Consistency: The subject property is located proximate to the Columbia County Ellisville water treatment facility. It is anticipated that future development will connect to this potable water system.

Urban Sprawl Analysis

Section 163.3177, Florida Statutes, requires that any amendment to the Future Land Use Element to discourage the proliferation of urban sprawl. Section 163.3177(6)(a)9.a., Florida Statutes, identifies 13 primary urban sprawl indicators and states that, "[t]he evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality..."

In addition to the urban sprawl indicators, Section 163.3177 also establishes eight (8) "Urban Form" criteria. An amendment to the Future Land Use Map is presumed to ***not*** be considered urban sprawl if it meets four (4) of the (8) urban form criteria. NFPS contends that the proposed land use change meets criteria numbers (I), (II), (V), and (VII) as identified below.

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

(IV) Promotes conservation of water and energy.

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

(VI) Preserves open space and natural lands and provides for public open space and recreation needs.

(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

Compliance with Columbia County Land Development Regulations (LDRs)

Section 16.2 of the Columbia County LDRs establishes the procedure and the standards for consideration when reviewing petitions for Rezonings. NFPS has reviewed Section 16.2 of the LDC to evaluate the Rezoning application's compliance with the County's LDRs, and an analysis of the Rezoning application's compliance with the County's LDRs is provided below.

16.2.2 *Nature and requirements of planning and zoning board report.* When pertaining to the rezoning of land, the report and recommendations of the planning and zoning board to the board of county commissioners required by section 16.2.1 above shall show that the planning and zoning board has studied and considered the proposed change in relation to the following, where applicable:

1. 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.

Analysis of Compliance: As demonstrated within this report, the proposed change is consistent with the City's Comprehensive Plan.

2. The existing land use pattern.

Analysis of Compliance: The subject property is located within the Designated Urban Development Area, which, as stated in Objective I.1 of the Comprehensive Plan, is intended to direct future growth and associated urban development, such as supporting commercial uses, to urban development areas. The subject property is adjacent to lands presently designated Highway Interchange on the FLUM with access to US 41/441, which is designated as a principal arterial in Policy II.1.1 of the Comprehensive Plan.

3. Possible creation of an isolated district unrelated to adjacent and nearby districts.

Analysis of Compliance: The subject property is adjacent to lands presently designated Highway Interchange on the FLUM with access to US 41/441, which is designated as a principal arterial in Policy II.1.1 of the Comprehensive Plan. Potable water and sanitary sewer services are located within proximity to the subject property.

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

Analysis of Compliance: The subject property would not create any additional residential density, and would, in fact, reduce residential density. The future development of the subject property would generate demand for public facilities. Please reference the Public Facilities Impact Analysis provided within this report for an estimation of potential impacts to public facilities. Facility capacity will need to be available at the time of any development plan review for such development to proceed.

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

Analysis of Compliance: The subject property is located within the Designated Urban Development Area, which, as stated in Objective I.1 of the Comprehensive Plan, is intended to direct future growth and associated urban development, such as supporting commercial uses, to urban development areas. The subject property is adjacent to lands presently designated Highway Interchange on the FLUM with access to US 41/441, which is designated as a principal arterial in Policy II.1.1 of the Comprehensive Plan. Lands to the east of the subject property are designated Public on the FLUM and are used for potable water and sanitary sewer public facilities. The present land use and zoning of the subject property – Residential – Very Low and Rural Residential, respectively – would place residential uses between commercial and public facility uses. The amendment to CHI would result in a more logical development pattern and would remove the potential for incompatibility by placement of residential uses proximate to existing highway commercial uses.

6. Whether changed or changing conditions make the passage of the proposed amendment necessary.

Analysis of Compliance: The Ellisville area has experienced growth over the past several years, and is continuing to see demand for commercial uses within proximity to the Interstate-75 / US 41/441 interchange. It is expected that this trend will continue and will be supported by further expansion of the Ellisville Wastewater Treatment Facility. The proposed amendment will provide additional lands to support such growth and economic development along the Interstate-75 corridor.

7. Whether the proposed change will adversely influence living conditions in the neighborhood.

Analysis of Compliance: The proposed amendment is not anticipated to adversely influence living conditions in the surrounding area. While there are some residential uses in the general vicinity of the subject property, it is anticipated that any potential impacts upon any residential uses can be mitigated at the time of development through buffering and conscientious site configuration.

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

Analysis of Compliance: The subject property is located within the Designated Urban Development Area, which, as stated in Objective I.1 of the Comprehensive Plan, is intended to direct future growth and associated urban development, such as supporting commercial uses, to urban development areas. The subject property is adjacent to lands presently designated Highway Interchange on the FLUM with access to US 41/441, which is designated as a principal arterial in Policy II.1.1 of the Comprehensive Plan. The future development of the subject property would generate demand for public facilities. Please reference the Public Facilities Impact Analysis provided within this report for an estimation of potential impacts to public facilities. Facility capacity will need to be available at the time of any development plan review for such development to proceed.

9. Whether the proposed change will create a drainage problem.

Analysis of Compliance: It is not anticipated that the proposed amendment will result in any significant impacts to existing drainage patterns. Any future development will adhere to state and local requirements regarding drainage, which include ensuring that the post-development discharge of drainage does not exceed the pre-development discharge amount. Additionally, any future development will be subject to state and local requirements for stormwater management, retention, and treatment.

10. Whether the proposed change will seriously reduce light and air to adjacent areas.

Analysis of Compliance: It is not anticipated that the proposed amendment will result in any significant impacts to light and air in the areas surrounding the subject property. Any future development will be subject to the County's regulations regarding exterior lighting and to state and local regulations pertaining to air quality.

11. Whether the proposed change will adversely affect property values in the adjacent area.

Analysis of Compliance: Existing development within the surrounding area is primarily nonresidential in nature and is located near the interchange of Interstate-75 and US 41/441. Therefore, it is not expected that the proposed amendment will adversely affect the property values of adjacent or neighboring areas.

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

Analysis of Compliance: As noted, the subject property is located at the Interstate-75 and US 41/441 interchange and is proximate to existing commercial uses, including

restaurants, gas stations, mini-storage, and a hotel. The proposed amendment will not adversely affect or change the context of development within the surrounding area.

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

Analysis of Compliance: The proposed change would not constitute a special privilege when contrasted with the public welfare. The subject property is adjacent to lands presently designated Highway Interchange on the FLUM with access to US 41/441, therefore, the amendment of the land use and zoning on the subject property aligns with adjacent lands and does not represent any special privilege to the owner of the property.

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

Analysis of Compliance: As noted herein, the development of residential lands between commercial highway uses and public facilities does not represent the most logical development pattern. The proposed amendment will designate the subject property for uses that are more in alignment with the historical and anticipated growth trends of the Ellisville interchange area.

15. Whether the change suggested is out of scale with the needs of the neighborhood or the county.

Analysis of Compliance: The subject property is located within the Designated Urban Development Area, which, as stated in Objective I.1 of the Comprehensive Plan, is intended to direct future growth and associated urban development, such as supporting commercial uses, to urban development areas. The subject property is adjacent to lands presently designated Highway Interchange on the FLUM with access to US 41/441, which is designated as a principal arterial in Policy II.1.1 of the Comprehensive Plan. Therefore, the proposed change would not be out of scale with the needs of the neighborhood or County.

16. Whether it is impossible to find other adequate sites in the county for the proposed use in districts already permitting such use.

Analysis of Compliance: While other lands might be available to accommodate future development of uses permitted in the CHI zoning district, the proposed amendment will establish a land use pattern that is consistent with the context of the surrounding development and will eliminate the potential for residential uses to be placed between commercial highway uses and public facilities. The proposed change will result in a more orderly growth pattern and encourage logical development.

Environmental Conditions Analysis

Wetlands

According to the National Wetlands Inventory, there are portions of the subject property that potentially contain wetlands. Any future development of the subject property will be subject to the applicable protection standards of the County's Comprehensive Plan and LDRs. At such time, wetlands will be delineated in accordance with state criteria and applicable buffering from such areas shall be provided.

Creeks and Streams

There are no creeks or streams located on the subject property.

Flood Potential

The subject property is located within Flood Zone X, which are areas determined to be out of the 500-year floodplain, and Flood Zone A, which are areas within a special flood hazard area with no Base Flood Elevation (BFE) determined. Any future development will comply with the applicable requirements of the County's Comprehensive Plan and Land Development Regulations pertaining to development within a special flood hazard area. This includes elevating the minimum finished floor of a structure within a special flood hazard area to be at least one (1) foot above the BFE, which would be required to be determined through the site design process.

Regulated Plant & Animal Species

The Florida Natural Areas Inventory (FNAI) is a statewide organization administered by the Institute of Science and Public Affairs at Florida State University. FNAI maintains a comprehensive database of biological resources in Florida and serves as the primary source for information on Florida's conservation lands.

The FNAI Biodiversity Matrix is an online mapping tool that allows users to screen for documented occurrences of rare and protected species. This tool also provides an interpretation of the likelihood of species occurrence in a defined area.

The FNAI Biodiversity Matrix does not identify any known occurrences of rare or protected species on the subject property. Therefore, there are presently no concerns regarding regulated plant or animal species.

Public Facilities Impact Analysis

The proposed land use category and zoning district permit are intended to serve the residents of the community as well as the travelling public and as such permit a variety of service and retail uses as well as offices and warehousing.

The subject property is comprised of ±81.87 acres, however, a significant portion of the property is located within Flood Zone A and/or is shown on the National Wetlands Inventory as potentially containing wetlands. As such, for purposes of this Public Facilities Impact Analysis, these areas are presumed to be limited in their development potential and have been excluded from lands considered developable.

The portion of the subject property located outside of Flood Zone A and/or potential wetland areas is ±31.14 acres. While the Highway Interchange FLUM Designation and CHI zoning district permit a Floor Area Ratio (FAR) of 1.0, development generally occurs at a significantly lower FAR, typically ranging from 0.15 to 0.25 FAR. Based on the acreage of land considered developable for purposes of this analysis, the typical FAR range would result in a maximum of floor area ranging from ±223,071 square feet to ±371,785 square feet.

The impacts upon public facilities created by nonresidential uses, such as those permitted in the Highway Interchange FLUM Designation and CHI zoning district, can vary significantly. For instance, uses such as offices and warehouses generate less impacts to public facilities than uses such as restaurants or service stations. Therefore, for purposes of this analysis, a mix of potential uses is presumed to be developed on the subject property, as further defined in Table 2.

Table 2. Potential Land Uses for Public Facilities Impact Analysis

Use	Unit
Service Station	6,000 square feet
Restaurant, Fast Casual	15,000 square feet
Restaurant, Quick Service/Drive-Thru	15,000 square feet
General Retail	40,000 square feet
Office	45,000 square feet
Hotels	200 rooms
Warehousing	100,000 square feet

Transportation

Table 3. Potential Trip Generation

Use	Unit	ITE Code	AADT	PM Peak
Service Station	12 pumping stations	944	2,064	173
Restaurant, Fast Casual	15,000 sq. ft.	930	1,457	279
Restaurant, Quick Service/Drive-Thru	7,500 sq. ft.	934	3,056	382
General Retail	40,000 sq. ft.	822	2,701	289
Office	45,000 sq. ft.	710	488	65
Hotels	200 rooms	310	660	61
Warehousing	125,000 sq. ft.	150	214	39
Total			**10,640**	**1,288**

Source: ITE Grip Generation Manual, 11th Edition

Table 4. Transportation LOS Analysis

Segment Number	Description	Functional Classification	Area Type	LOS Standard	Maximum Service Volume (AADT)	Existing AADT	Maximum Service Volume (PM Peak Hour)	Existing PM Peak Hour	Estimated Maximum Trip Generation (PM Peak Hour)	Residual Capacity (PM Peak Hour)
7	US 441 (from C.R. 242 to S.R. 238)	Principal Arterial	Rural Highway	D	14,000	6,800	1,330	646	129	555
8	U.S. 441 (from S.R. 238 to I-75 northbound I-75 ramps)	Principal Arterial	Rural Highway	D	55,700	15,800	5,290	1,501	193	3,596
9	U.S. 441/41 (from I-75 bridge to northbound I-75 ramps)	Principal Arterial	Rural Highway	D	55,700	15,800	5,290	1,501	322	3,467
10	U.S. 441/41 (from SW Howell Road to I-75 bridge)	Principal Arterial	Rural Highway	D	14,000	5,200	1,330	646	644	40
11	U.S. 441/41 (from County's south boundary to SW Howell Road)	Principal Arterial	Rural Highway	D	14,000	5,200	1,330	646	193	491

Traffic counts obtained from Florida Traffic Online. https://tdaappsprod.dot.state.fl.us/fto/. Accessed on May 5, 2026.

Trip Distribution (One-Way):
Segment 7 – 10%
Segment 8 – 15%
Segment 9 – 25%
Segment 10 – 50%
Segment 11 – 15%

The subject property is located along Segment 11 (US 41/441 from the County's south boundary to SW Howell Road) and is proximate to Segments 7 – 10, which are inclusive of US 41/441 from CR 242 to SW Howell Road. The functional classification of each of these segments is Principal Arterial, with an area type of Rural Highway. The Level of Service (LOS) Standard for each of these segments is LOS D. The estimated maximum trip generation at the PM Peak Hour is not expected to result in any LOS deficiencies.

Potable Water

Table 3. Potential Potable Water Demand Generation

Use	Description	Multiplier	Number of Units	Total
Service Station	Per water Closet	250	8	2,200
Restaurant, Fast Casual	Per Seat	20	450	9,900
Restaurant, Quick Service/Drive-Thru	Per Seat	20	225	4,950
General Retail	Per Bathroom	200	12	2,640
Office	Per 100 sq. ft.	15	450	7,425
Hotels	Per Room	100	200	22,000
Warehousing	Per Loading Bay	50	100	5,500
Total				**54,615**

Source: Chapter 64E-6, Florida Administrative Code, plus 10% for water consumption.

Based upon the mix of land uses contemplated by this analysis, a potential future development of the subject property may generate a demand of 54,615 gallons per day of potable water.

Sanitary Sewer

Table 3. Potential Potable Water Demand Generation

Use	Description	Multiplier	Number of Units	Total
Service Station	Per water Closet	250	8	2,000
Restaurant, Fast Casual	Per Seat	20	450	9,000
Restaurant, Quick Service/Drive-Thru	Per Seat	20	225	4,500
General Retail	Per Bathroom	200	12	2,400
Office	Per 100 sq. ft.	15	450	6,750
Hotels	Per Room	100	200	20,000
Warehousing	Per Loading Bay	50	100	5,000
Total				**49,650**

Source: Chapter 64E-6, Florida Administrative Code, plus 10% for water consumption.

Based upon the mix of land uses contemplated by this analysis, a potential future development of the subject property may generate a demand of 49,650 gallons per day of sanitary sewer.

Solid Waste

Table 3. Potential Solid Waste Generation

Use	Unit	Pounds per Sq. Ft. per Year	Tons per Year	Pounds per Day
Service Station	3,000 sq. ft.	2.7	4.05	22.19
Restaurant, Fast Casual	15,000 sq. ft.	6.4	48.0	263.01
Restaurant, Quick Service/Drive-Thru	7,500 sq. ft.	6.4	24.0	131.51
General Retail	40,000 sq. ft.	1.6	32.0	175.34
Office	45,000 sq. ft.	0.6	13.5	73.97
Hotels	100,000 sq. ft.	1.5	75.0	410.96
Warehousing	125,000 sq. ft.	0.9	56.25	308.22
Total			**252.8**	**1,386.20**

Broward County 2023 Waste Generation Study

Recreation

The proposed land use and zoning district are nonresidential categories, therefore, there will be no impact to recreational facilities.

Public Schools

The proposed land use and zoning district are nonresidential categories, therefore, there will be no impact to public school facilities.

1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
850-681-9364 fax
www.fnai.org

Florida Natural Areas Inventory

Biodiversity Matrix Query Results

UNOFFICIAL REPORT
Created 5/6/2026

(Contact the FNAI Data Services Coordinator at 850.224.8207 or kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 1 Matrix Unit: 23340



Descriptions

DOCUMENTED - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit.

DOCUMENTED-HISTORIC - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit; however the occurrence has not been observed/reported within the last twenty years.

LIKELY - The species or community is *known* to occur in this vicinity, and is considered likely within this Matrix Unit because:

1. documented occurrence overlaps this and adjacent Matrix Units, but the documentation isn't precise enough to indicate which of those Units the species or community is actually located in; *or*
2. there is a documented occurrence in the vicinity and there is suitable habitat for that species or community within this Matrix Unit.

POTENTIAL - This Matrix Unit lies within the known or predicted range of the species or community based on expert knowledge and environmental variables such as climate, soils, topography, and landcover.

Matrix Unit ID: 23340
0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

3 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Drymarchon couperi Eastern Indigo Snake	G3	S2?	T	FT
Mycteria americana Wood Stork	G4	S2	T	FT
Upland hardwood forest	G5	S3	N	N

Matrix Unit ID: 23340
18 **Potential** Elements for Matrix Unit 23340

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Asplenium x heteroresiliens Morzenti's spleenwort	G2	S1	N	N
Asplenium x plenum ruffled spleenwort	G1Q	S1	N	N
Athene cunicularia floridana Florida Burrowing Owl	G4T3	S3	N	ST
Brickellia cordifolia Flyr's brickell-bush	G3	S2	N	E
Corynorhinus rafinesquii Rafinesque's Big-eared Bat	G3G4	S1	N	N
Dryobates borealis Red-cockaded Woodpecker	G3	S2	E, PT	FE
Gopherus polyphemus Gopher Tortoise	G3	S3	C	ST
Hartwrightia floridana hartwrightia	G2	S2	N	T

Lampropeltis extenuata Short-tailed Snake	G3	S3	N	ST
Lithobates capito Gopher Frog	G2G3	S3	N	N
Matelea floridana Florida spiny-pod	G2	S2	N	E
Mustela frenata olivacea Southeastern Weasel	G5T4	S3?	N	N
Myotis austroriparius Southeastern Myotis	G4	S3	N	N
Neofiber alleni Round-tailed Muskrat	G2	S2	N	N
Peucaea aestivalis Bachman's Sparrow	G3	S3	N	N
Salix floridana Florida willow	G2G3	S2S3	N	E
Sciurus niger niger Southeastern Fox Squirrel	G5T5	S3	N	N
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report

These results are considered unofficial. FNAI offers a Standard Data Request option for those needing certifiable data.

Building and Zoning Department

Comprehensive Plan Amendment Application

Invoice

76600

Applicant Information	Invoice Date	Permit #	Amount Due
4 K CATTLE COMPANY LLC, TBD	06/05/2026	CPA260601	**$1,750.00**

Job Location
Parcel: 02-6S-17-09555-000; 02-6S-17-09554-000; 02-6S-17-09554-002
Owner: 4 K CATTLE COMPANY LLC, , 4 K CATTLE COMPANY

Contractor Information

Invoice History

Date	Description	Discount	Amount
06/05/2026	Fee: Amend the Future Land Use Plan Map of the Comprehensive Plan - Small Scale Amendment	$0.00	$1,750.00
		Amount Due:	**$1,750.00**

Credit card payments can be made online here (fees apply)

Fee balances are not immediately updated using online Credit Card. If you have paid permit fees using the online application site or by another method such as check or cash, please allow time for your payment to be processed.

Contact Us

Phone:
(386) 758-1008

Customer Service Hours:
Monday-Friday
From 8:00 A.M. to 4:30 P.M.

Email:
bldginfo@columbiacountyfla.com

Website:
http://www.columbiacountyfla.com/BuildingandZoning.asp

Address:
Building and Zoning Ste. B-21
135 NE Hernando Ave.
Lake City, FL 32055

Inspection Office Hours

Monday - Friday
From 8:00 AM to 10:00 AM
and
From 1:30 PM to 3:00 PM

Regular Inspection Schedules

All areas North of County Road 242
From 10:00 AM to Noon

All areas South of County Road 242
From 3:00 PM to 5:00 PM

Inspection Requests

Online. (Preferred Method)
www.columbiacountyfla.com/InspectionRequest.asp

Voice Mail: 386-719-2023 or Phone: 386-758-1008

All Driveway Inspections: 386-758-1019

Septic Release Inspections: 386-758-1058

IMPORTANT NOTICE:
Any inspection requested after 4:30 pm, no matter the method, will be received the next business day and will be scheduled by the earliest time slot.

All **Inspections require 24 hours notice.**
Emergencies will be inspected as soon as possible.

Building Department

Receipt Of Payment

Applicant Information
4 K CATTLE COMPANY LLC, TBD

Method	Date of Payment	Payment #	Amount of Payment
Check 13853	06/05/2026	773528	**$1750.00**

AppID: 76600 Permit #: CPA260601
Comprehensive Plan Amendment
Parcel: 02-6S-17-09555-000; 02-6S-17-09554-000; 02-6S-17-09554-002
Owner: 4 K CATTLE COMPANY LLC, , 4 K CATTLE COMPANY LLC, 4 K CATTLE COMPANY LLC

Contractor Information

Payment History

Date	Description	Amount
06/05/2026	Fee: Amend the Future Land Use Plan Map of the Comprehensive Plan - Small Scale Amendment	$1750.00
06/05/2026	Payment: Check 13853	($1750.00)
		$0.00

Contact Us

Phone:
(386) 758-1008

After Hours:
(386) 758-1124

Customer Service Hours:
Monday-Friday
From 8:00 A.M. to 5:00 P.M.

Email:
laurie_hodson@columbiacountyfla.com

Website:
http://www.columbiacountyfla.com/BuildingandZoning.asp

Address:
Building and Zoning
135 NE Hernando Ave.
Lake City, FL 32055

Building Inspector Office Hours

Monday - Friday
From 8:00 AM to 10:00 AM
and
From 1:30 PM to 3:00 PM

Regular Inspection Schedules

All areas North of County Road 242
From 10:00 AM to Noon

All areas South of County Road 242
From 3:00 PM to 5:00 PM

To Request Inspections - (Residential, Commercial, Fire, Zoning, & County Driveway Access)

Online: (Preferred Method)
www.columbiacountyfla.com/InspectionRequest.asp

Ph: 386-758-1008, 386-758-1124, 386-719-2023, 386-758-1007 (Leave A Message)

To Call for an Access (Driveway) Inspection: 386-758-1019

Septic Release Inspections: 386-758-1058

IMPORTANT NOTICE:
Any inspection requested after 5:00 pm, no matter the method, will be received the next business day; then that inspection will be scheduled the following business day.

All Inspections require 24 hours notice.
Emergencies will be inspected as soon as possible.

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 July 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. If recommended for approval by the Planning and Zoning Board, the Columbia County Board of County Commissioners will hear these items for approval or denial at their regularly scheduled meeting on September 17, 2026 or as soon thereafter as the matters can be heard.

Z260601 – A petition by Justin Tabor, agent for 4K Cattle Company LLC, requesting a zoning change from Rural Residential to Commercial Highway Interchange on the lands described as follows: Parcel(s) # 02-6S-17-09554-000; 02-6S-17-09554-002; 02-6S-17-09555-000 THAT PART OF SW1/4 OF NW1/4 LYING S OF I-75 & NW1/4 OF SW1/4 LYING S OF I-75, EX W1/2 OF W1/2 OF NW1/4 OF SW1/4. 531-249, 836-694, 865-2603, WD 1074-2597, WD 1558-2665, S 60 FT OF W1/2 OF W1/2 OF NW1/4 OF SW1/4. 853-1265, 855-15, QC 1067-2102, DC 1067-2103, WD 1074-2592, WD 1074-2597, WD 1558-2665, SW1/4 OF SW1/4 & 15 AC OFF W SIDE OF SE1/4 OF SW1/4, EX BEG SW COR SEC, RUN N 30 FT, E 1157.58 FT, S 30 FT, W TO W LINE OF SEC & POB. 373-394, POA 778-1171, 834-957, WD 1073-2062, WD 1079-1463, WD 1558-2665, Located on the West side of SE Giles Martin Avenue.

CPA260601- A petition by Justin Tabor, agent for 4K Cattle Company LLC, requesting a Future Land Use Map amendment from Residential-Very Low to Highway Interchange on the same lands as described above.

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 Comprehensive Plan Amendments. Copies of the Rezoning and comprehensive plan amendment applications 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

Department: Zoning Department Meeting Dat e: 8/20/2026

1. Nature and purpose of agenda item:

   Request to change the future land use map and comprehensive plan from Residential-Low to Commercial for a portion of parcel 36-3S-16-02590-001. Ordinance NO. 2026-08, amending Ordinance NO. 91-6, the Columbia County Comprehensive Plan; pursuant to application CPA260401, 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 Commercial. Recommend for approval by the Columbia County Planning and Zoning board via Resolution NO. PZ/LPA CPA260401.

2. Recommended Motion/Action:

   Approve Ordinance NO. 2026-08

3. Fiscal impact on current budget:

   This item has no effect on the current budget.

ORDINANCE NO. 2026-08

AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 91-6, THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF TWENTY OR LESS ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED, PURSUANT TO AN APPLICATION, CPA260401, PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL, LOW DENSITY (2 DWELLING UNIT PER ACRE) TO COMMERCIAL 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. CPA260401, A petition by Lindsay Haga, agent for CP Lake Citty LLC, requesting a Future Land Use Map change from Residential Low to Commercial on the lands described as follows: A portion of Parcel # 36-3S-16-02590-001: COMM NE COR OF NE1/4 OF SE1/4, RUN S 208 FT, W 15 FT FOR POB, CONT W 1192.89 FT, S 655.47 FT, SE 396.47 FT, S 400.61 FT, NE 368.70 FT, S 321.56 FT TO N R/W US-90, NE ALONG R/W 687.68 FT, N 1145.72 FT TO POB, EX THE N 500 FT. 689-610, 799-2247, 818-1672, DC 824-1762,1765, 832-944, 851-388, 867-381, 932-1312, 948-1071, 970-2581, WD 1017-279, WD 1048-565, WD 1332-1205, WD 1439-1242, WD 1493-1147, WD 1498-223

Containing 18.8 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 20th day of August 2026.

Attest:

BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA

James M. Swisher, Jr., County Clerk

Tim Murphy, Chairman

RESOLUTION NO. PZ/LPA CPA260401

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 TWENTY OR LESS ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE COLUMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; PURSUANT TO AN APPLICATION, CPA260401, BY THE PLANNING AND ZONING BOARD, 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 DENSITY (2 DWELLING UNIT PER ACRE) TO COMMERCIAL 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. CPA260401, A petition by Lindsay Haga, agent for CP Lake Citty LLC, requesting a Future Land Use Map change from Residential Low to Commercial on the lands described as follows: A portion of Parcel # 36-3S-16-02590-001: COMM NE COR OF NE1/4 OF SE1/4, RUN S 208 FT, W 15 FT FOR POB, CONT W 1192.89 FT, S 655.47 FT, SE 396.47 FT, S 400.61 FT, NE 368.70 FT, S 321.56 FT TO N R/W US-90, NE ALONG R/W 687.68 FT, N 1145.72 FT TO POB, EX THE N 500 FT. 689-610, 799-2247, 818-1672, DC 824-1762,1765, 832-944, 851-388, 867-381, 932-1312, 948-1071, 970-2581, WD 1017-279, WD 1048-565, WD 1332-1205, WD 1439-1242, WD 1493-1147, WD 1498-223

Acreage: 18.8 +/-

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 25th day of June, 2026.

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

Attest:

Seth Lane, Secretary to the
Planning and Zoning Board

Mike McKee, 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



March 18, 2026

VIA ELECTRONIC MAIL

Lindsay Haga, agent for CP Lake City LLC

Re: 36-3S-16-02590-001
NW Hackney Ter.
Lake City, FL. 32025

Your Future Land Use Map change request (CPA260401) was recommended by the Columbia County Planning and Zoning for approval via Ordinance on June 25, 2026. The Resolution by the Planning and Zoning Board, along with the proposed Ordinance to be adopted by the Board of Commissioners, will go before the Commission on August 20th, 2026. Please note that this hearing will be open to public comment.

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

COLUMBIA COUNTY, FLORIDA

STAFF REPORT

PLANNING & ZONING BOARD / BOARD OF COUNTY

COMMISSIONERS

Comprehensive Plan Amendment – Future Land Use Map Amendment

I. APPLICATION INFORMATION

Project Name: US 90 Commercial

Application Type: Comprehensive Plan Amendment (Future Land Use Map Amendment)

Applicant / Agent: CP Lake City, LLC/ Lindsay Haga

Property Owner: CP Lake City, LLC

Parcel ID: 36-3S-16-02590-001

Property Address: 1750 US 90

Acreage: 18.8 acres +/-

Existing FLUM Designation: Residential Low

Proposed FLUM Designation: Commercial

Existing Zoning: Commercial Intensive (CI)

Existing Use of Property: Vacant Commercial

Proposed Use of Property: Wholesale commercial with retail outparcels

II. REQUEST

The applicant requests approval of a Future Land Use Map Amendment to change the designation of a portion of the subject property from Residential-Low to Commercial. A large portion of the parcel already has a FLUM designation of Commercial.

III. SITE DESCRIPTION & SURROUNDING LAND USES

The subject property is vacant and at the corner of W US 90 and SW Hackney Ter. Surrounding properties are a mix of commercial and residential.

IV. PROPOSED DEVELOPMENT

The proposed amendment would allow development of a wholesale commercial building with retail outparcels.

V. COMPREHENSIVE PLAN CONSISTENCY

Staff finds the proposed amendment consistent with the Columbia County Comprehensive Plan. This request eliminates discrepancy between the current zoning and the majority of the parcel having a FLUM designation of Commercial. This property is located with the County's DUDA and along a major Commercial corridor. The Property also has access to the necessary public utilities needed for the proposed project.

VI. CONCURRENCY & PUBLIC FACILITIES

Concurrency analysis indicates that adequate public utilities are available. FDOT District 2 LOS Tool shows that US-90 appears to have sufficient capacity to accommodate the projected traffic volumes. However, further FDOT analysis will need to be conducted with existing signals.

VII. FINDINGS OF FACT

1. The amendment aligns land use policy with proposed commercial development.

2. Adequate public facilities are available.

3. No adverse impacts are anticipated.

VIII. STAFF RECOMMENDATION

Staff recommends APPROVAL of the Future Land Use Map Amendment from Residential-Low to Commercial. Recommendation is based on finding that the request is in conformity with Policies I.1.1, I.1.2, II and IV of the Columbia County Comprehensive Plan.

75927

Columbia County Gateway to Florida

FOR PLANNING USE ONLY
Application # CPA 260401
Application Fee $ 1,750.00
Receipt No. 773247
Filing Date 4-14-2026
Completeness Date _____

Comprehensive Plan Amendment Application

A. PROJECT INFORMATION

1. Project Name: US 90 Commercial
2. Address of Subject Property: 1750 US 90
3. Parcel ID Number(s): 36-3S-16-02590-001
4. Existing Future Land Use Map Designation: Residential Low
5. Proposed Future Land Use Map Designation: Commercial
6. Zoning Designation: Commercial Intensive
7. Acreage: 18.8
8. Existing Use of Property: vacant commercial
9. Proposed use of Property: wholesale commercial with retail outparcels

B. APPLICANT INFORMATION

1. Applicant Status ☐ Owner (title holder) ■ Agent
2. Name of Applicant(s): Lindsay Haga Title: Planning Manager
   Company name (if applicable): England-Thims & Miller
   Mailing Address: _____
   City: Jacksonville State: Florida Zip: 32258
   Telephone: (904) 5751226 Fax: (___) _____ Email: hagal@etminc.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): CP Lake City, LLC
   Mailing Address: 2207 Orchard Lake Road
   City: Sylvan Lake State: Michigan Zip: 48320
   Telephone: (___) _____ Fax: (___) _____ Email: _____

   PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.
   ***Must provide an executed Property Owner Affidavit Form authorizing the agent to act on behalf of the property owner.**

C. 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: _____ _____ 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 _____
   Site Specific Amendment to the Official Zoning Atlas (Rezoning): ■ Yes CG _____ ☐ No _____
   Site Specific Amendment to the Official Zoning Atlas (Rezoning) Application No. ZCG _____
   Variance: ☐ Yes _____ ■ No _____
   Variance Application No. V _____
   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 BEFORETHE 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.

Lindsay Haga

Applicant/Agent Name (Type or Print)



Applicant/Agent Signature

March 10 2026

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 England-Thims & Miller, Inc and Barbas Cremer, PLLC
(Name of Person to Act as my Agent)

for CP Lake City, LLC
(Company Name for the Agent, if applicable)

to act as my/our agent in the preparation and submittal of this application

for Small Scale Land Use Map amendment and Rezoning
(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: Clark Pattah

Applicant/Owner's Title: _____

On Behalf of: CP Lake City LLC
(Company Name, if applicable)

Telephone: 248-977-3814 Date: 3-23-26

Applicant/Owner's Signature: _____

Print Name: CLARK PATTAH

STATE OF ~~FLORIDA~~ Michigan
COUNTY OF Oakland

The Foregoing insturment was acknoeledged before me this 23rd day of March, 2026. by Clark Pattah, whom is personally known by me ☒ OR produced identification ☐.
Type of Identification Produced Driver license

_____
(Notary Signature) (SEAL)

KERI L KNIPPLE
NOTARY PUBLIC, STATE OF MI
COUNTY OF INGHAM
MY COMMISSION EXPIRES Sep 23, 2026
ACTING IN COUNTY OF Oakland

ETM ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

Christian "Seth" Lane
County Planner
Columbia County
135 N.E Hernando Ave.
Lake City, FL. 32055

Filed Via Email: April 7, 2026

RE: US 90 Commercial, Request for a Small Scale Land Use Map amendment
ETM Project No. 24-245-01

Dear Mr. Lane,

On behalf of our client CP Lake City, LLC, we are submitting an application for a Small Scale Map Amendment to modify the Columbia County Future Land Use Map. This request applies to a portion of an overall 18.8 acres of land (the "Property") located at 1705 W. US Highway 90. This application seeks to align the designated Future Land Use for the subject property to match the existing Commercial Intensive Zoning District. The proposed use of the Property is a commercial wholesale club.

Current Future Land Use: Residential Low (10.38 acres) and Commercial (8.42 acres)
Current Zoning: Commercial Intensive (18.8 acres)
Proposed Future Land Use: Commercial (10.38 acres)
Proposed Zoning: Commercial General (18.8 acres) – *companion application to be filed*
Proposed use: Warehouse commercial retail with supporting retail outparcels
Property size: 18.8 acres

We look forward to working with you and Columbia County to create a high value commercial development within the Designated Urban Development Area. Please contact me if you have any questions. I can be reached by email hagal@etminc.com or phone 904-575-1226.

Thank you,

Lindsay Haga, AICP
Planning Manager

Attachments (numbered per application):

1. County land use application
2. *Not assigned*
3. Boundary survey
4. Aerial maps, vicinity & site
5. Concurrency Impact Analysis
    a. TIA report
6. Consistency Analysis
    a. Environmental Assessment
7. Legal Description
8. Deed
9. Agent Authorization
10. Tax Bill

Request Summary

Location

The subject property is located at 1705 W. US Highway 90 between downtown Lake City and Interstate 75 (the "Property"). The Property is depicted on the **Vicinity Map** in relation to the regional roadway network and the Lake City municipal limits. The Property is currently vacant and undeveloped except for a communications tower in the northeast corner as depicted on the **Aerial Map**. The surrounding land uses include a grocery anchored shopping center to the west, very low density single family residential to the north, commercial and multi-family residential to the east, and commercial to the south.

Future Land Use

The Property is located within the **Designated Urban Development Area**. The north portion of the Property has a Residential – Low future land use designation and the south portion has a Commercial future land use designation as depicted on the **Future Land Use Map**. Residential – Low allows primarily residential and ancillary uses at a density of up to 2 dwelling units per acre and Commercial *allows for the sale of products and services* ***per Policy I.1.6.*** *of the Future Land Use Element of the Columbia County Comprehensive Plan.*

This request seeks to **change the Residential – Low** future land use designation to Commercial to allow a commercial wholesale club on the north portion of the Property.

Zoning

The entire Property is located within a Commercial Intensive (CI) zoning district as depicted on the **Zoning Map.** The CI zoning is inconsistent with the Residential-Low future land use designation on the north portion of the Property.

The CI zoning district is intended for intensive, highly automotive-oriented uses that require a conspicuous and accessible location convenient to streets carrying large volumes of traffic and shall be located within designated urban development areas as defined within the county's comprehensive plan. This district permits certain uses not of a neighborhood or general commercial type and serves the entire county. CI allows for retail commercial outlets for sale of new and used automobiles, motorcycles, trucks and tractors, mobile homes, boats, heavy machinery and equipment, dairy supplies, feed, fertilizer, lumber and building supplies, monuments, and outdoor retail commercial display areas associated with sale of said items.

This application includes a companion rezoning application to calibrate the intensity of the zoning to Commercial General (CG). CG is intended for general retail commercial, office and service activities which serve a market area larger than a neighborhood. Businesses in this category require locations convenient to automotive traffic and ample off-street parking is required; however, pedestrian traffic may also be found in this district. CG allows for retail commercial outlets for sale of food; wearing apparel; fabric; toys; sundries and notions; books and stationery; leather goods and luggage; etc.

The adjacent zoning designation to the east within the City is Commercial General (CG) and the adjacent zoning to the west in the City is County Commercial Intensive and City Commercial Intensive (CI). The City's CI and CG zoning districts would both allow for a commercial wholesale club.

Concurrency Impact Analysis (See also Attachment 5)

New development shall not be approved unless there is sufficient available capacity to sustain the level of service standards for potable water, sanitary sewer, transportation, solid waste, drainage, recreation, and public school as established in the capital improvements element of the comprehensive plan. A Certificate of Concurrency approval is required prior to issuance of building permits. The following subsection addresses public facilities.

Utilities (potable water/sanitary sewer)

Columbia County does not provide central water and sewer service in this part of the County. Central water and sewer service is available to serve the Property from the City of Lake City.

There are multiple water mains in the area where gravity sewer is available along NW Hackney Terrace for connection. Gas is located along the southern property boundary at US 90. The City of Lake City will serve property in the unincorporated County.

Drainage/Stormwater Management

The site currently slopes from southeast to northwest and drains to a low-lying area in the back of the site and runoff goes to the north offsite. The site will be required to meet the Suwannee River Water Management District criteria for stormwater treatment and attenuation requirements. The site will need a stormwater detention facility, type of facility to be determined at the time of receipt of geotechnical reports and final engineering.

The site is located within WBID 3486. The site is not currently listed on the verified impairments list by FDEP therefore does not appear to be impaired at this time.

Transportation/Access

The Property has frontage and direct access to U.S. Highway 90 and NW Hackney Terrace as shown on the **Aerial Map**.

Based on the FDOT District 2 LOS Tool, US-90 appears to have sufficient capacity to accommodate the projected traffic volumes associated with the development.

However, further analysis of the existing signals along US-90 is anticipated to analyze operations. The proposed access to US-90 is subject to FDOT Access Permitting and will likely warrant signalization, requiring an Intersection Control Evaluation.

Solid Waste

The level of service for solid waste as adopted in the Comprehensive plan is **0.7 tons per capita** per year. This standard focuses on solid waste generation by population. Columbia County handles solid waste through the Winfield Solid Waste Facility, a Class III County landfill. This project will generate 60 cubic yards per 1,000 square feet or 6,180 cy/year.

Recreation – Commercial development does not generate a demand for public recreation facilities.

Schools - Commercial development does not generate a demand for public recreation facilities.

Comprehensive Plan Consistency Analysis (See also Attachment 6)

This request eliminates a discrepancy between the adopted zoning and the Future Land Use map to change that portion designated as Residential-Low to Commercial, matching the current designation of a majority of the property.

The subject property is located in the Designated Urban Development Area for which County policies direct higher intensity nonresidential uses and high density residential uses.

The property is located in an area served by adequate public facility capacity: roadways, potable water and sewer treatment.

Please refer to Attachment 6 for a policy by policy analysis.

Environmental Assessment (See also Attachment 7)

Flood Zones

According to the **FEMA Flood Zone Map,** the Property is **not** located within the 100-year or 500-year floodplain.

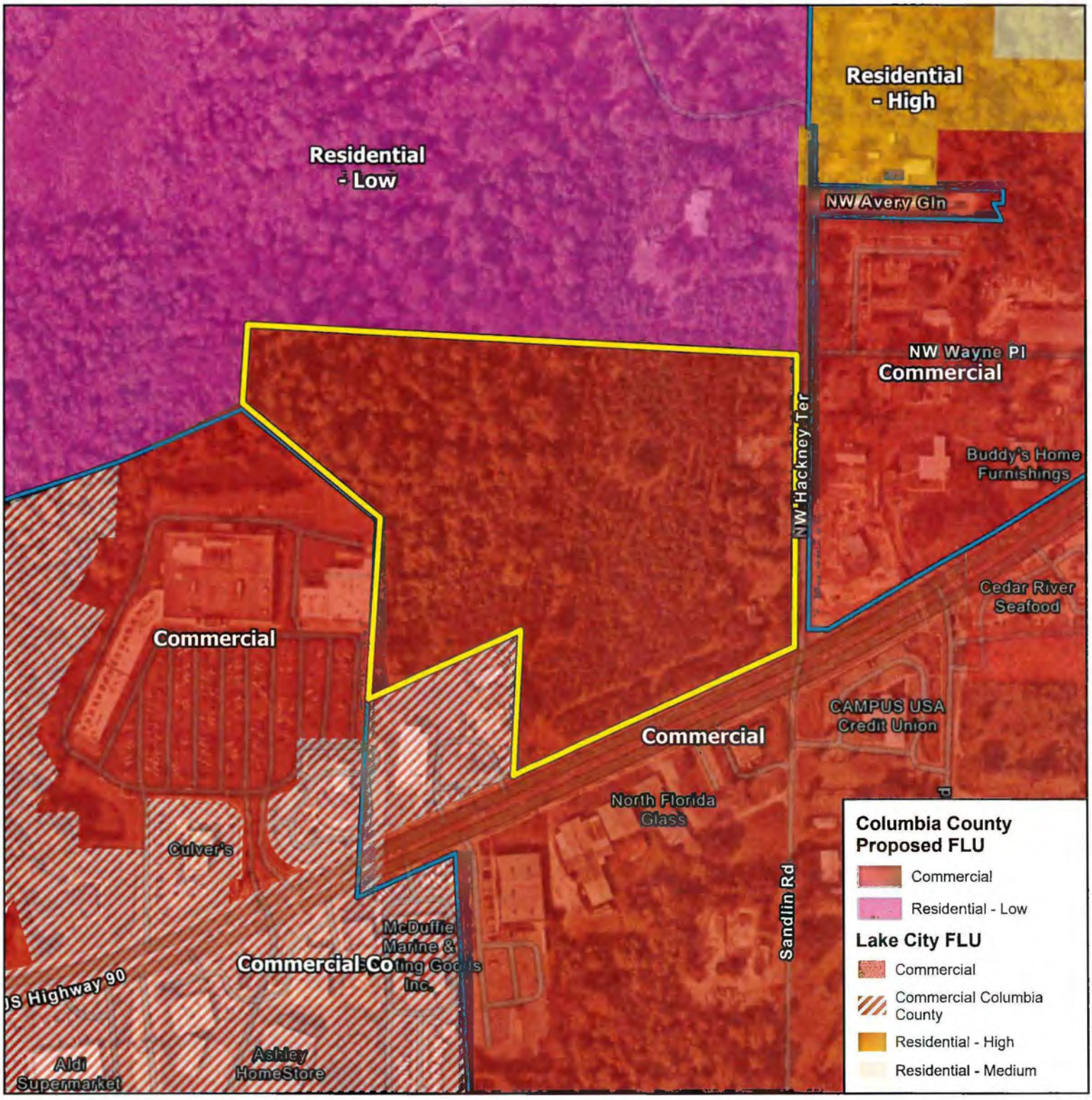
Wetlands

It appears there are jurisdictional wetlands in the northwest portion of the Property based on the **NWI Wetlands Map**.

Development of the subject property will comply with Policy V.2.4 of the Conservation Element of the Columbia County Comprehensive Plan and will provide the required 35-foot natural buffer around all wetlands and prohibit the location of commercial land uses within the buffer areas.

Soils

NRCS Web Soil Survey defines the existing soils as Alpin fine sand, Chipley fine sand, and Plummer fine sand, depressional. The hydraulic soil groups found are mainly A across the site and A/D in the depressional areas on the north end of the site. A hydraulic soil group of A is a well-drained condition, D represents poorly drained and potentially high groundwater conditions.





1705 W. US 90 Property

Proposed Future Land Use

Source: ETM, Columbia County, Esri, Nearmap

Subject Property

Lake City Boundary

N W E S

0 300 600

Feet

ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, Florida 32258
904.642.8990 | www.etmgeo.com | www.etminc.com

DISCLAIMER INFORMATION THIS MAP IS SUBJECT TO CONTINUOUS MODIFICATION AND UPDATING. ENGLAND-THIMS & MILLER INC. (ETM) OFFERS NO WARRANTY EITHER EXPRESSED OR IMPLIED AS THE CONTENT ACCURACY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INFORMATION INCLUDED HEREON. LIKEWISE ETM SHALL NOT BE RESPONSIBLE IN ANY WAY FOR ACCURACY OR COMPLETENESS OF INFORMATION CONTAINED HEREON. UNAUTHORIZED USE OR DISTRIBUTION OF THIS MAP IS PROHIBITED.

Date: 3/10/2026

T:\2024\24-245\GIS\Production\PRO\BJs Warehouse Lake City\BJs Warehouse Lake City.aprx

ETM SURVEYING & MAPPING
14775 Old St. Augustine Road, Jacksonville, Florida 32258
etminc.com | 904.642.8550

November 21, 2025

Work Order No. 25-476.00
File No. 131D-40.00B

BJs Annex Parcel

A portion of Section 36, Township 3 South, Range 16 East, Columbia County, Florida, being a portion of those lands described and recorded in Official Records Book 1498, page 223, of the Public Records of said county, be more particularly described as follows:

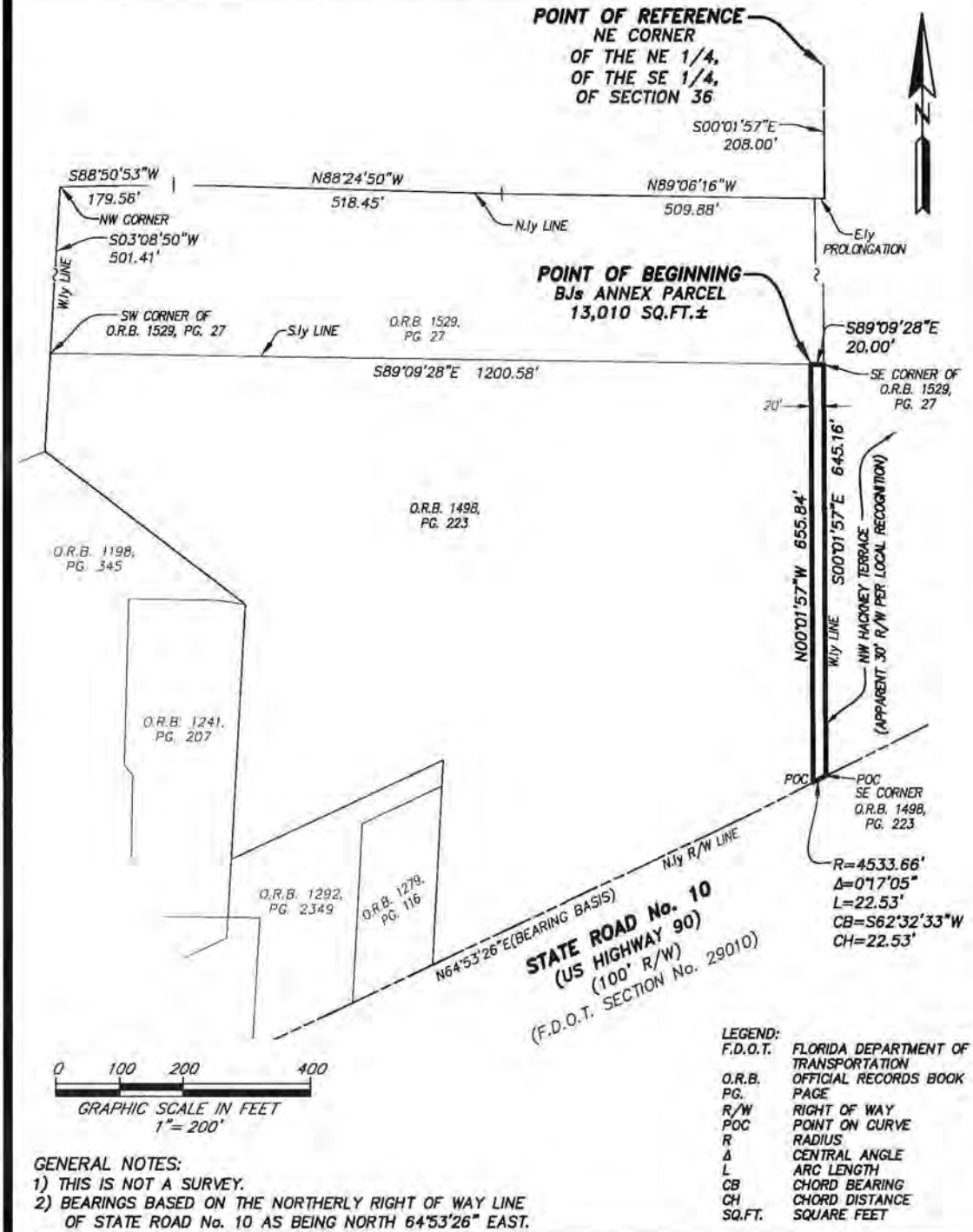
For a Point of Reference, commence at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 36; thence South 00°01'57" East, along the Easterly line of said Section 36, a distance of 208.00 feet to a point lying on the Easterly prolongation of the Northerly line of those lands described and recorded in Official Records Book 1529, page 27, of said Public Records; thence North 89°06'16" West, along said Easterly prolongation and along said Northerly line, 509.88 feet; thence North 88°24'50" West, continuing along said Northerly line, 518.45 feet; thence South 88°50'53" West, continuing along said Northerly line, 179.56 feet to the Northwest corner of last said lands; thence South 03°08'50" West, along long the Westerly line of said Official Records Book 1529, page 27, a distance of 501.41 feet to the Southwest corner thereof; thence South 89°09'28" East, along the Southerly line of last said lands, 1200.58 feet to the Point of Beginning.

From said Point of Beginning, thence continue South 89°09'28" East, along said Southerly line of Official Records Book 1529, page 27, a distance of 20.00 feet to the Southeast corner thereof, said corner lying on the Westerly line of NW Hackney Terrace (apparent 30 foot right of way per local recognition); thence South 00°01'57" East, along said Westerly line, 645.16 feet to the Southeast corner of said Official Records Book 1498, page 223, said corner lying on the Northerly right of way line of State Road No. 10 (US Highway 90), a 100 foot right of way as depicted on Florida Department of Transportation Right of Way Map Section 29010; said point lying on a non-tangent curve concave Northwesterly having a radius of 4533.66 feet; thence Southwesterly along said Northerly right of way line and along the arc of said curve, through a central angle of 00°17'05", an arc length of 22.53 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 62°32'33" West, 22.53 feet; thence North 00°01'57" West, departing said Northerly right of way line and along a non-tangent line, 655.84 feet to the Point of Beginning.

Containing 13,010 square feet, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1498, PAGE 223, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LEGEND:

F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
R/W	RIGHT OF WAY
POC	POINT ON CURVE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
SQ.FT.	SQUARE FEET

GENERAL NOTES:
1) THIS IS NOT A SURVEY.
2) BEARINGS BASED ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 10 AS BEING NORTH 64°53'26" EAST.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Digitally signed by
Gilmore C Colyer III
Date: Nov 21, 2025

ETM SURVEYING & MAPPING
Trusted Advisors, Creating Community
14775 Old St. Augustine Rd. Jacksonville, Florida 32258
(904) 642-8550 www.etminc.com
Certificate of Authorization No: LB 3624

SCALE: 1"=200'
DATE: NOVEMBER 21, 2025

GILMORE C. COLYER III
PROFESSIONAL SURVEYOR AND MAPPER
STATE of FLORIDA LS No. 6963

ORDER NO.: 25-476.00 FILE NO.: 131D-40.008B DRAWN BY: ASH CAD FILE: I:\Survey\RMAproj\Lake City\BJs Wholesale\Sketches\BJs Annex Parcel.dwg

ETM SURVEYING & MAPPING
14775 Old St. Augustine Road, Jacksonville, Florida 32258
etminc.com | 904.642.8550

November 21, 2025

Work Order No. 25-476.00
File No. 131D-40.00A

BJs Wholesale Parcel

A portion of Section 36, Township 3 South, Range 16 East, Columbia County, Florida, being a portion of those lands described and recorded in Official Records Book 1498, page 223, of the Public Records of said county, be more particularly described as follows:

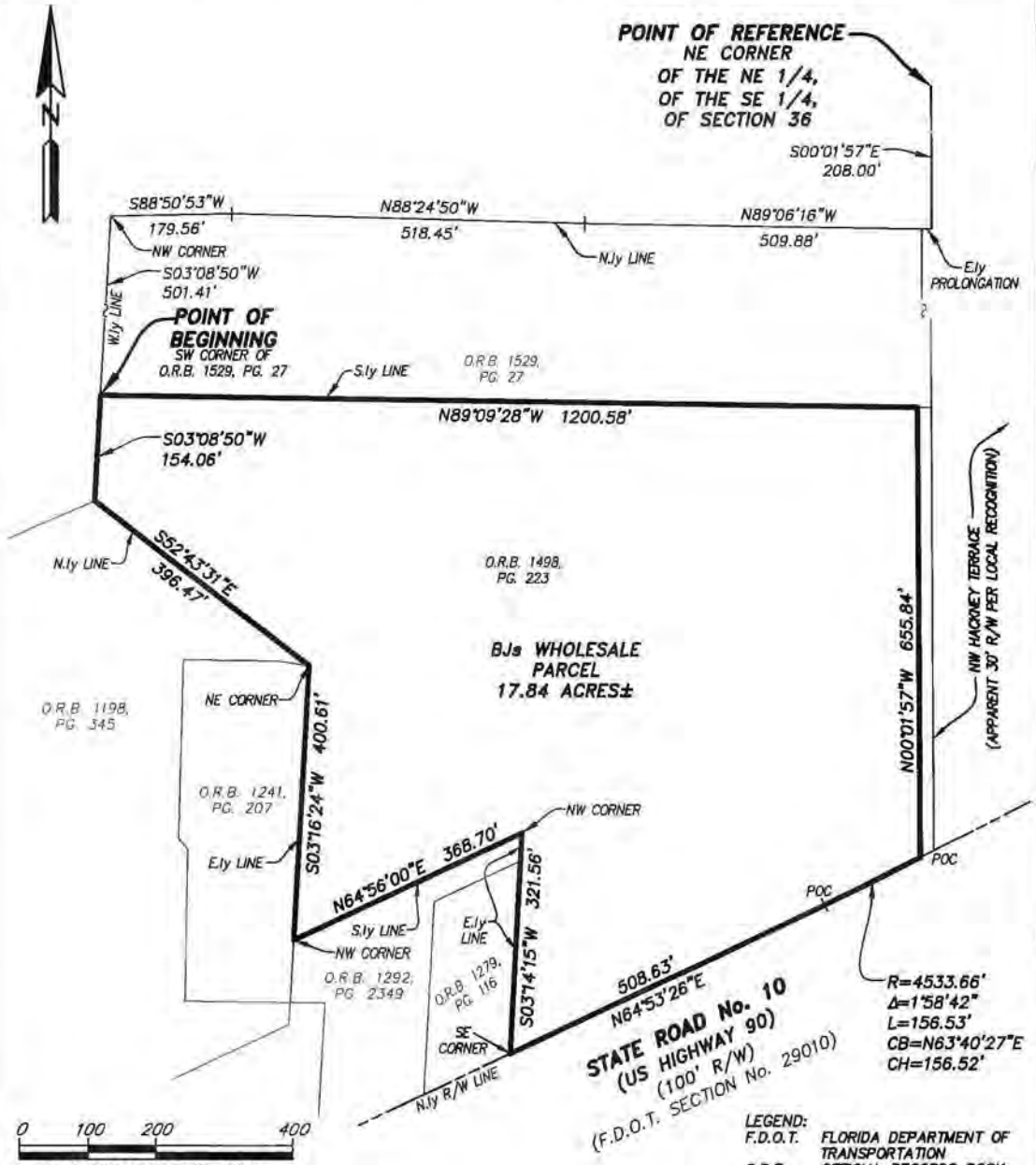
For a Point of Reference, commence at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 36; thence South 00°01'57" East, along the Easterly line of said Section 36, a distance of 208.00 feet to a point lying on the Easterly prolongation of the Northerly line of those lands described and recorded in Official Records Book 1529, page 27, of said Public Records; thence North 89°06'16" West, along said Easterly prolongation and along said Northerly line, 509.88 feet; thence North 88°24'50" West, continuing along said Northerly line, 518.45 feet; thence South 88°50'53" West, continuing along said Northerly line, 179.56 feet to the Northwest corner of last said lands; thence South 03°08'50" West, along long the Westerly line of said Official Records Book 1529, page 27, a distance of 501.41 feet to the Southwest corner thereof and the Point of Beginning.

From said Point of Beginning; thence South 03°08'50" West, 154.06 feet to a point lying on the Northerly line of those lands described and recorded in Official Records Book 1198, page 345, of said Public Records; thence South 52°43'31" East, along said Northerly line, 396.47 feet to the Northeast corner of those lands described and recorded in Official Records Book 1241, page 207, of said Public Records; thence South 03°16'24" West, along the Easterly line of last said lands, 400.61 feet to the Northwest corner of those lands described and recorded in Official Records Book 1292, page 2349, of said Public Records; thence North 64°56'00" East, departing last said Easterly line and along the Northerly line of said Official Records Book 1292, page 2349, a distance of 368.70 feet to the Northwest corner thereof; thence South 03°14'15" West, along the Easterly line of said Official Records Book 1292, page 2349 and along the Easterly line of those lands described and recorded in Official Records Book 1279, page 116, of said Public Records, a distance of 321.56 feet to the Southeast corner of last said lands, said corner lying on the Northerly right of way line of State Road No. 10 (US Highway 90), a 100 foot right of way as depicted on Florida Department of Transportation Right of Way Map Section 29010; thence North 64°53'26" East, along said Northerly right of way line, 508.63 feet to a point on a non-tangent curve concave Northwesterly having a radius of 4533.66 feet; thence Northeasterly continuing along said Northerly right of way line and along the arc of said curve, through a central angle of 01°58'42", an arc length of 156.53 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 63°40'27" East, 156.52 feet; thence North 00°01'57" West, departing said Northerly right of way line and along a non-tangent line, 655.84 feet to a point lying on the Southerly line of said Official Records Book 1529, page 27; thence North 89°09'28" West, along said Southerly line, 1200.58 feet to the Point of Beginning.

Containing 17.84 acres, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1498, PAGE 223, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LEGEND:

F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
R/W	RIGHT OF WAY
POC	POINT ON CURVE
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE

GENERAL NOTES:

1) THIS IS NOT A SURVEY.
2) BEARINGS BASED ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 10 AS BEING NORTH 64°53'26" EAST.

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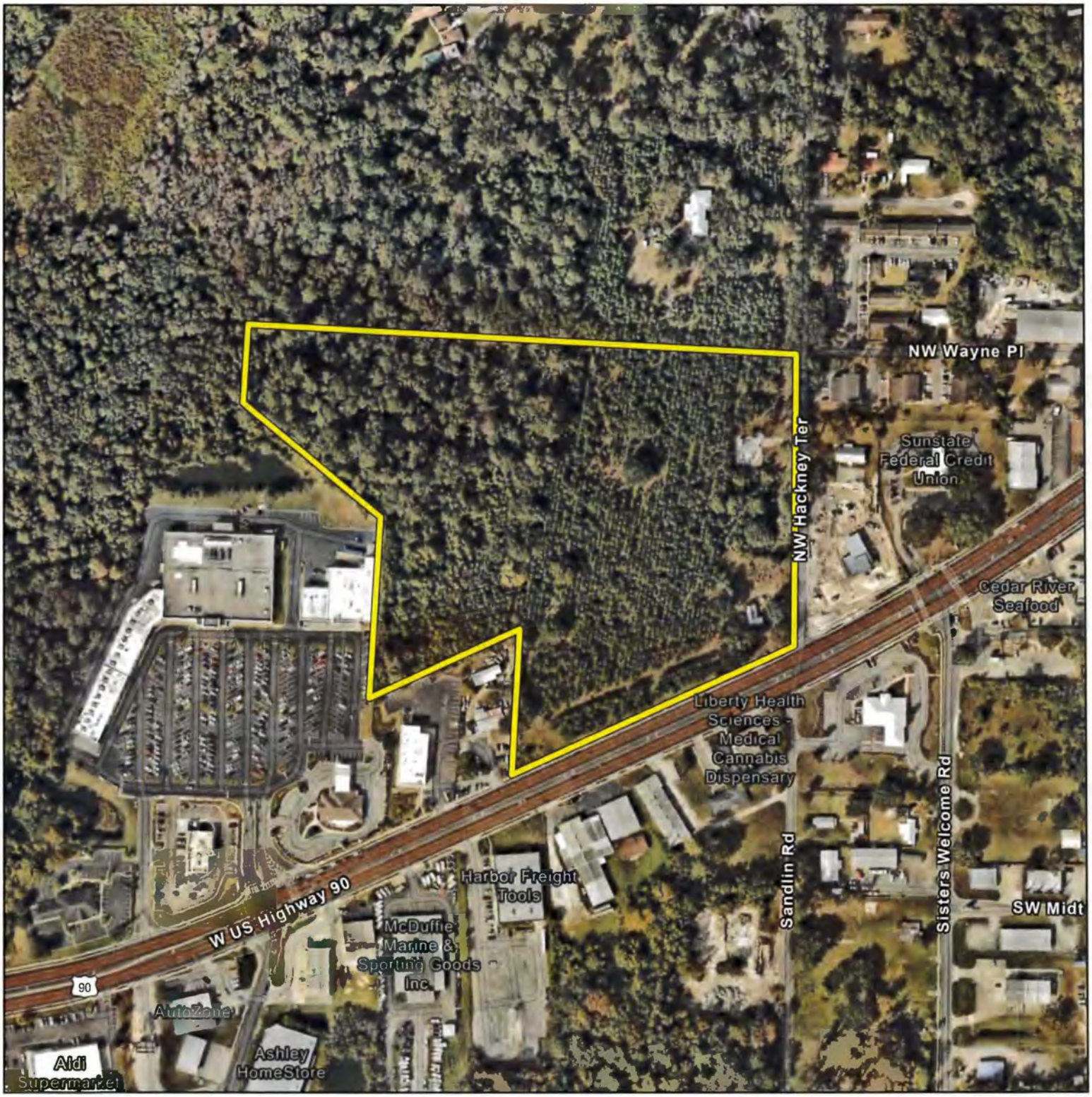
Digitally signed by
Gilmore C Colyer III
Date: Nov 21, 2025

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Jacksonville, Florida 32258
(904) 642-8550
www.etminc.com
Certificate of Authorization No: LB 3624

SCALE: 1"=200'
DATE: NOVEMBER 21, 2025

GILMORE C. COLYER III
PROFESSIONAL SURVEYOR AND MAPPER
STATE of FLORIDA LS No. 6963

ORDER NO.: 25-476.00 FILE NO.: 131D-40.00A DRAWN BY: ASH CAD FILE: I:\Survey\RMAproj\Lake City\BJs Wholesale\Sketches\BJs Wholesale Parcel.dwg





1705 W. US 90 Property

Aerial

Source: ETM, Columbia County, Esri, Nearmap

Subject Property

N
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S

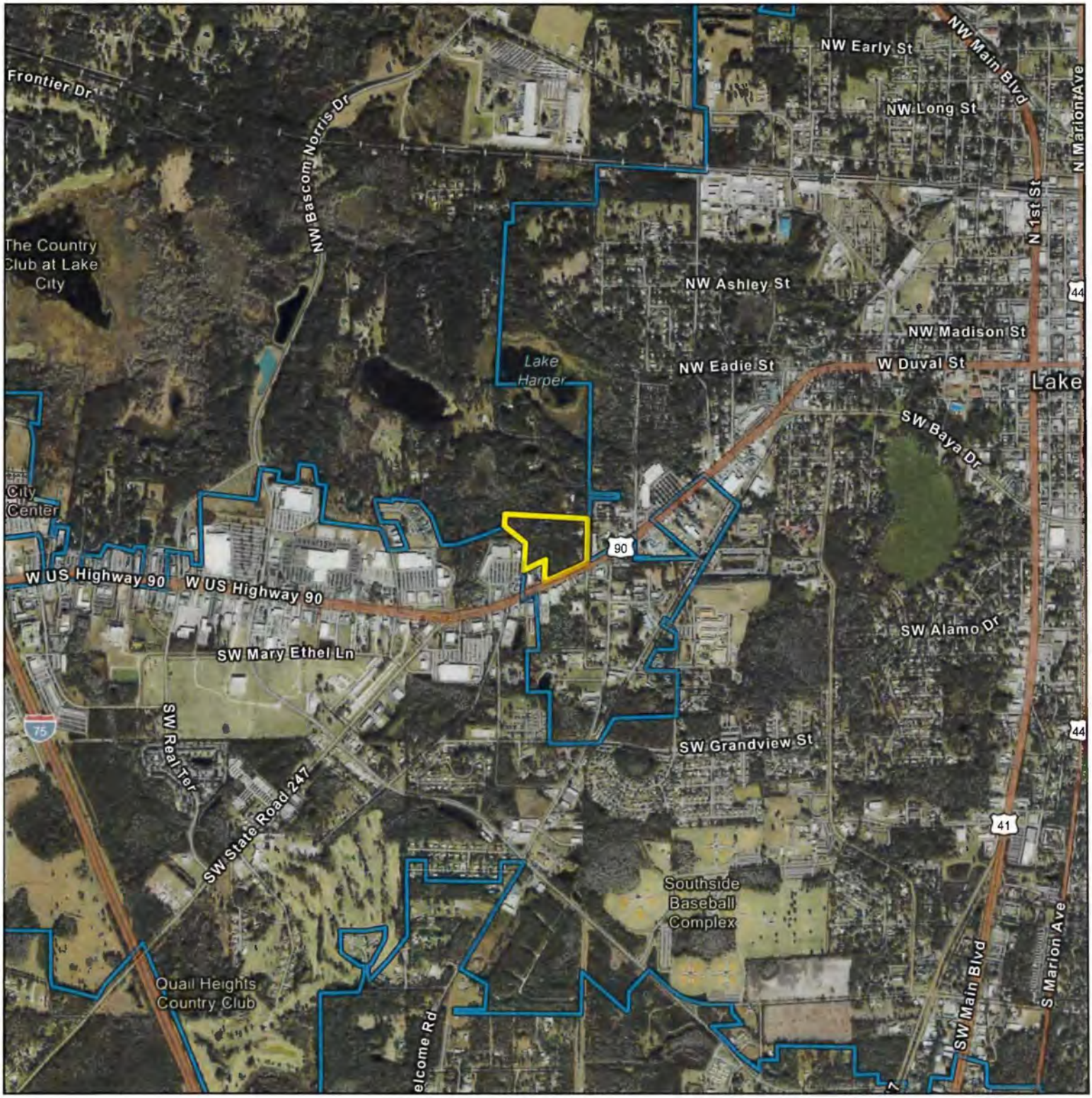
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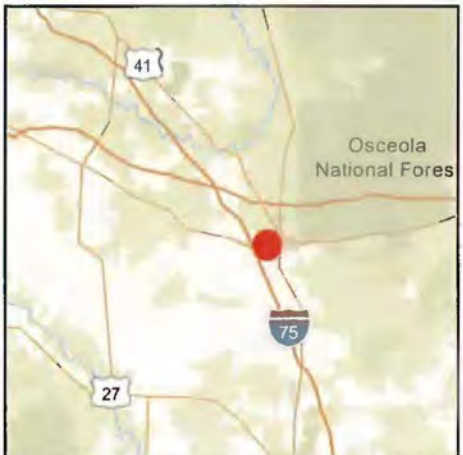
Feet

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904.642.8990 | www.etmgeo.com | www.etminc.com

Date: 12/13/202

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1705 W. US 90 Property

Vicinity

Source: ETM, Columbia County, Esr

Subject Property

Lake City Boundary

N
W E
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0 2,000 4,000

Feet

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Date: 8/14/2025

Concurrency Impact Analysis
US 90 Commercial

The following concurrency impact analysis examines the proposed impacts to public facilities, including but not limited to Transportation, Utilities (potable water and sanitary sewer), Solid Waste, Recreation and Public Schools.

At buildout, the proposed development does not adversely impact the level of service standards adopted for the public facilities.

Development Program

The US 90 Commercial application intends to construct a wholesale commercial club with retail outparcels consisting of 106,627 square feet of wholesale retail and 15,000 square feet of retail outparcel uses.

Total Site Area, acres	18.8 ac
Total Commercial square footage	106,627 SF
Total Outparcel Retail	15,000SF

Transportation

The Land Development Traffic Assessment, included as Attachment 6, analyzed the proposed development program a single phase, ending in 2028. The Project includes two vehicular connections: one to US 90 and one to Hackney Terrace.

The LDTA studies arterial and collector roadway segments where the proposed development will assign significant trips, located within City of Lake City. The adopted Level of Service for these roadway segments is "D".

Based on the operational segment analysis, the proposed commercial development is not anticipated to cause any studied roadway segment to operate below its adopted level of service standard. Specific access improvements to US90 will be determined through the FDOT Access Permitting Process.

Utilities (Potable Water and Sanitary Sewer)

The County Comprehensive Plan provides level of service standards for potable water demand and sanitary sewer generation. Utility service will be provided by the City of Lake City.

Potable Water
Retail / Wholesale Club:
50–75 gallons per 1,000 SF per day
120,000/1,000 = 120 x 50GPD = 6,000 GPD

Sanitary Sewer
Retail / Wholesale Club:
Typically 80–90% of water demand
6,000 GPD x 0.9 = 5,400 GPD

Source: FDEP commercial demand factors.

Solid Waste

The level of service for solid waste as adopted in the Comprehensive plan is **0.7 tons per capita** per year. This standard focuses on solid waste generation by population. Columbia County handles solid waste through the Winfield Solid Waste Facility, a Class III County landfill.

This project will generate 60 cubic yards per 1,000 square feet or 6,180 cy/year.

Recreation

The proposed commercial use does not generate a demand for public recreation.

Public Schools

The proposed commercial use does not generate a demand for public school capacity.

Conclusion

The proposed development will not adversely impact the public infrastructure and facilities, either because the adopted level of service is maintained or the development will provide the infrastructure to serve the project.

LAND DEVELOPMENT TRAFFIC ASSESSMENT

LAKE CITY WHOLESALE CLUB
for
CP LAKE CITY, LLC.

COLUMBIA COUNTY, FLORIDA

ETM No. 24-245

SUBMITTED BY

ETM
VISION • EXPERIENCE • RESULTS

14775 Old St. Augustine Road
Jacksonville, FL 32258
Phone: 904.642.8990
Fax: 904.646.9485

November 2025

Table of Contents

List of Figures i

List of Tables i

List of Appendices ii

Introduction 1

Inventory of Existing Conditions 1

Background Traffic Segment Analysis 5

Trip Generation Estimates 6

Traffic Distribution and Assignment Methodology 6

Buildout Roadway Segments Analysis 9

Conclusions 9

List of Figures

Figure 1 – Project Location Map 2

Figure 2 – Conceptual Site Plan 3

Figure 3 – Concurrency Analysis Roadways 4

List of Tables

Table 1 - Development Schedule 1

Table 2 – Existing Conditions 5

Table 3 – Background Traffic Conditions 7

Table 4 - Trip Generation Estimates 8

Table 5 – Buildout Segment Analysis 10

List of Appendices

Appendix A – FDOT D2 LOS Report

Appendix B – Florida Statewide Model Distribution Plots



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:
THOMAS L. HATCHER, P.E., PTOE, PTP
FLORIDA PE NUMBER 93298
ENGLAND-THIMS & MILLER, INC.
(CA – 00002584)

Software: *Cube Version 6.4.5, Florida Statewide Model*

This work is intended solely for CP Lake City, LLC and the City of Lake City and Columbia County, Florida. The scope of work and related responsibilities is as defined in the Client Contract. Any use which a third party makes of the work, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. Decisions made or actions taken as a result of our work shall be the responsibility of the parties directly involved in the decisions or actions.

Introduction

This Land Development Traffic Assessment (LDTA) has been prepared in support of the concurrency application for the proposed Lake City Wholesale Club, a commercial development in Lake City, Columbia County. The site is located on US 90 just west of NW Hackney Terrace. The project proposes two access driveways, one on US 90 aligned with the North Florida Glass driveway and another on NW Hackney Terrace. The project is anticipated to be completed by 2028 and includes a 106,627 square feet of a wholesale club store and 15,000 square feet of retail space. **Figure 1** illustrates the site location map, while **Figure 2** shows the preliminary conceptual site plan. The full development schedule is provided in **Table 1**.

Table 1 - Development Schedule
Lake City Wholesale Club Store
Columbia County

Land Use	Ite Land Use Code	Quantity	Units	Buildout Year
Free-Standing Discount Superstore	815	106,627	SF	2028
Strip Retail Plaza (<40k)	822	15,000	SF	2028

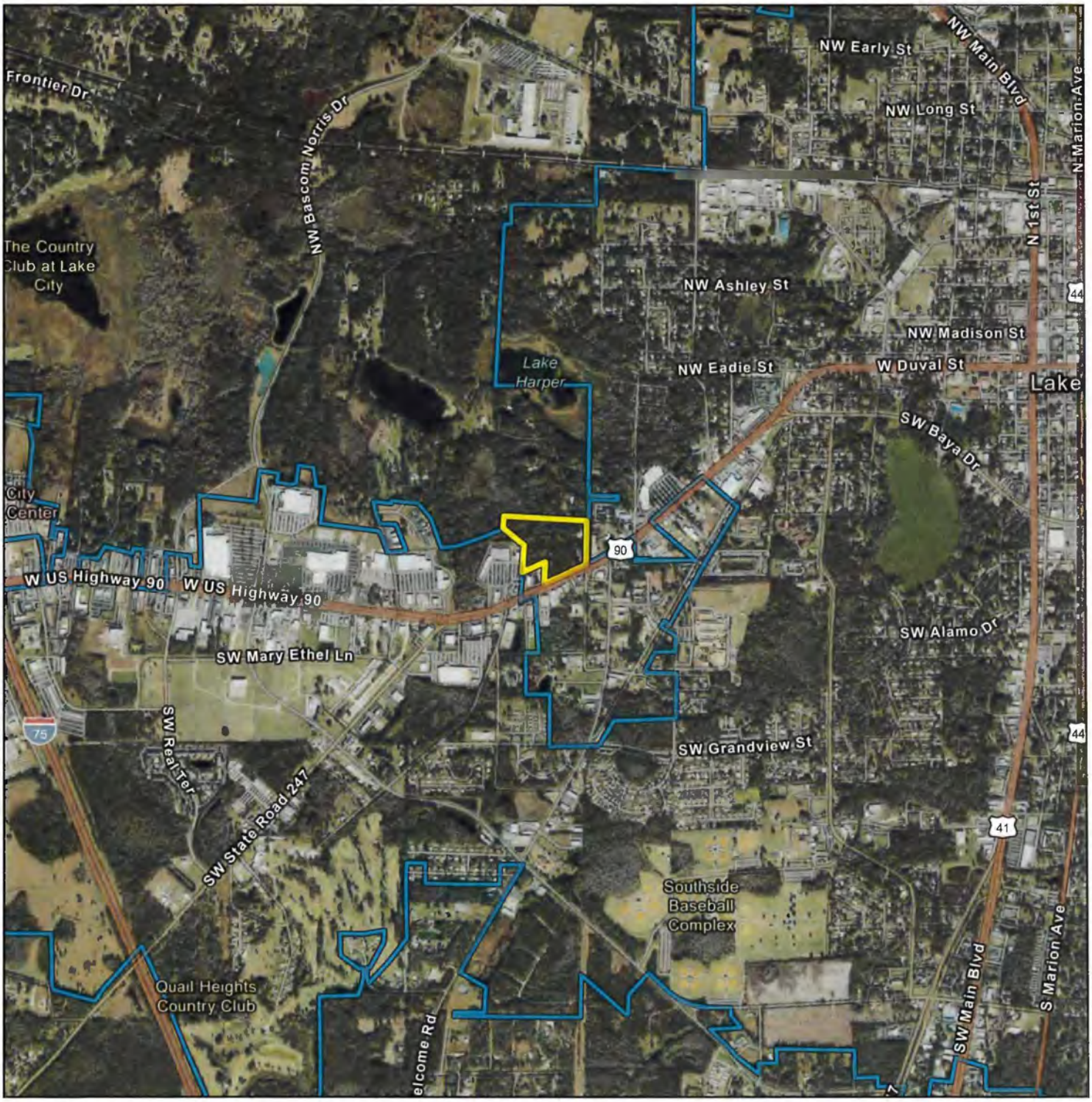
Note: Buildout Year is an estimate and subject to market conditions

Inventory of Existing Conditions

The LDTA includes the surrounding roadway segments (arterials and collectors) where the proposed development will assign significant trips. These segments are located within the urban area of the City of Lake City. In accordance with the County's Land Development Code (LDC), the adopted Level of Service (LOS) standard for these roadways is "D."

Existing conditions data for roadway segments within the study area was obtained from the *2025 FDOT District 2 LOS Tool (D2LOSTool)* web application, which provides 2023 PM peak hour volume counts and traffic projections for the years 2029, 2035, and 2040. The concurrency analysis roadway segments are presented in **Figure 3**.

Table 2 summarizes the existing conditions for all roadway segments included in the study. US 90 (Segment D2LOS-20328) will be considered the directly accessed link for the proposed commercial development. The *D2LOSTool* printouts for each study roadway segment, is provided in **Appendix A**.





Lake City - Wholesale Club

Fig. 1 - Site Location Map

Source: ETM, Columbia County, Esri

Subject Property

Lake City Boundary

N
W
E
S

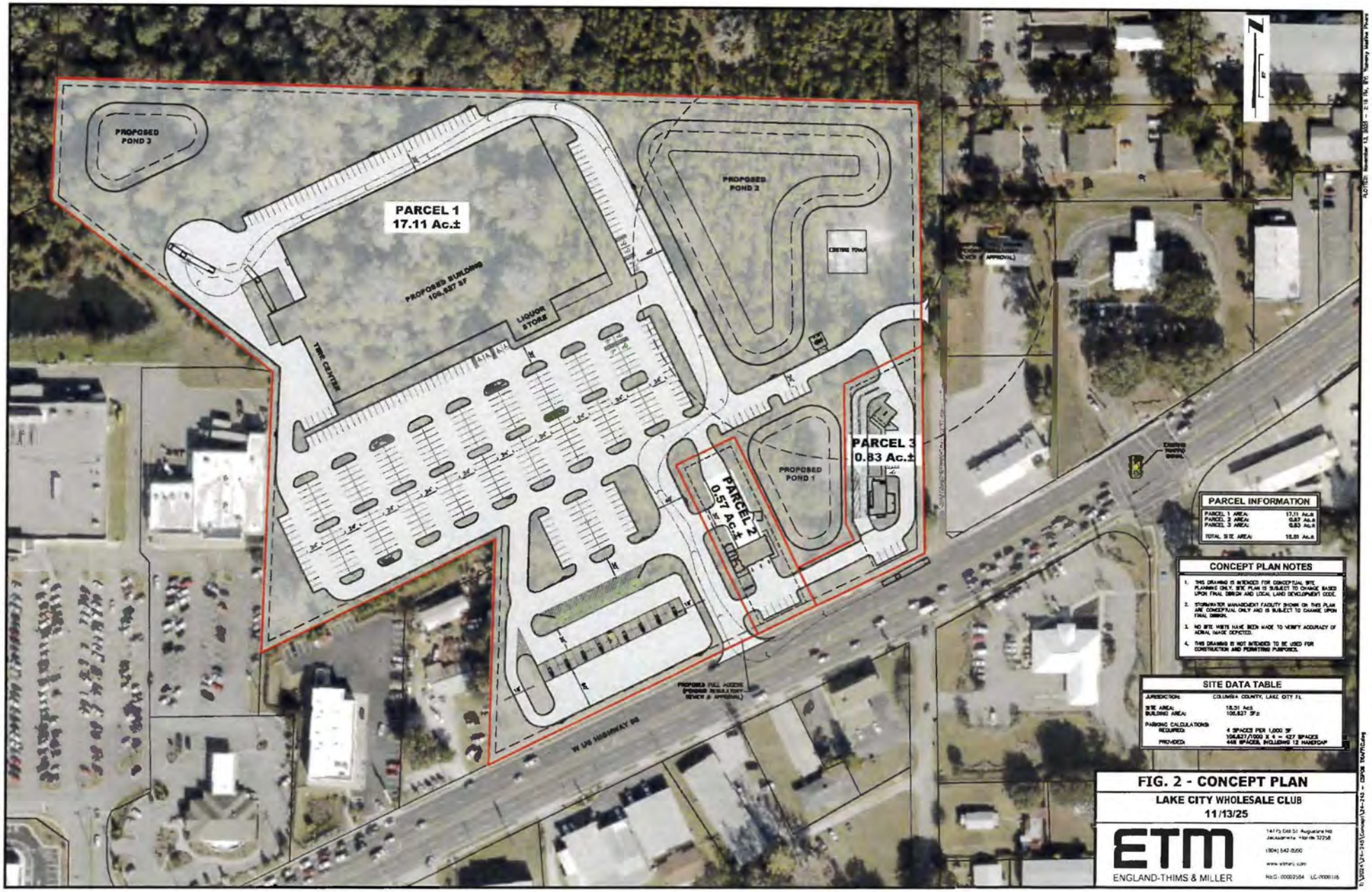
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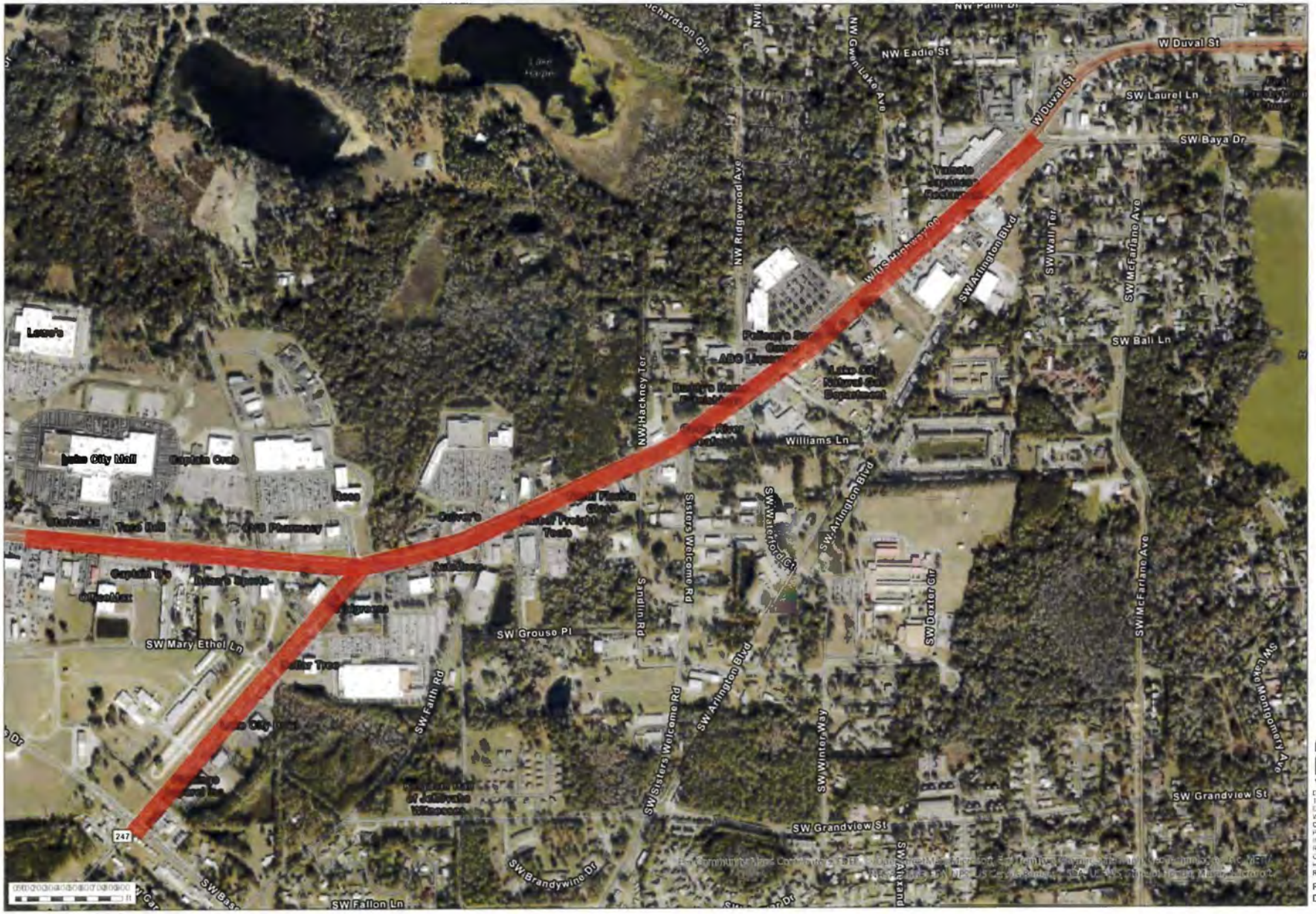
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PROPOSED POND 3
PARCEL 1
17.11 Ac.±
PROPOSED BUILDING
106,627 SF
LIQUOR STORE
TIRE CENTER
PROPOSED POND 2
EXISTING POND
PARCEL 3
0.83 Ac.±
PARCEL 2
0.57 Ac.±
PROPOSED POND 1
PROPOSED FULL ACCESS
(PENDING REGULATORY REVIEW & APPROVAL)
W US HIGHWAY 90
PARCEL INFORMATION
PARCEL 1 AREA: 17.11 Ac.±
PARCEL 2 AREA: 0.57 Ac.±
PARCEL 3 AREA: 0.83 Ac.±
TOTAL SITE AREA: 18.51 Ac.±
CONCEPT PLAN NOTES
1. THIS DRAWING IS INTENDED FOR CONCEPTUAL SITE PLANNING ONLY. SITE PLAN IS SUBJECT TO CHANGE BASED UPON FINAL DESIGN AND LOCAL LAND DEVELOPMENT CODE.
2. STORMWATER MANAGEMENT FACILITY SHOWN ON THIS PLAN ARE CONCEPTUAL ONLY AND IS SUBJECT TO CHANGE UPON FINAL DESIGN.
3. NO SITE VISITS HAVE BEEN MADE TO VERIFY ACCURACY OF AERIAL IMAGE DEPICTED.
4. THIS DRAWING IS NOT INTENDED TO BE USED FOR CONSTRUCTION AND PERMITTING PURPOSES.
SITE DATA TABLE
JURISDICTION: COLUMBIA COUNTY, LAKE CITY FL
SITE AREA: 18.51 Ac±
BUILDING AREA: 106,627 SF±
PARKING CALCULATIONS
REQUIRED: 4 SPACES PER 1,000 SF
106,627/1000 X 4 = 427 SPACES
PROVIDED: 448 SPACES, INCLUDING 12 HANDICAP
FIG. 2 - CONCEPT PLAN
LAKE CITY WHOLESALE CLUB
11/13/25
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Lake City Wholesale Club - Concurrency Analysis Roadways



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Table 2 - Existing Conditions
Lake City Wholesale Club Store
Columbia County

D2LOS TOOL/FTO Roadway Segment Number	Roadway	Segment	No. of Lanes	Segment Distance (Miles)	Context Classification	LOS STD	Maximum Service Volume (MSV) (VPH)	2023 Existing PM Peak Hour	Existing Available Capacity	Existing Volume to Capacity Ratio
D2LOS-20327	US-90	Bascom Norris Dr to SR-247	6D	0.528	C3C	D	4,870	2,475	2,395	0.51
D2LOS-20328	US-90	SR-247 to SR-10A/Baya Dr	6D	1.126	C3C	D	4,870	2,700	2,170	0.55
D2LOS-20393	SR-247	SW Bascom Norris Dr to US-90	2U	0.456	C3C	D	1,720	990	730	0.58

Notes:

Capacities and 2023 PM Peak Hour Volumes were obtained from FDOT D2LOS Tool website

Max Service Volumes were adjusted to reflect the LOS Standard "D" from the comprehensive plan

Background Traffic Segment Analysis

2028 Background traffic volumes for each study roadway segment were projected using segment-specific growth factors from the *FDOT District 2 LOS Tool* web application. For Background 2028 traffic, the applicable growth factors were applied to existing traffic counts to estimate volumes for the buildout year. **Table 3** presents the 2028 background traffic conditions, for all roadway segments in the study area,

Trip Generation Estimates

Project traffic the buildout year (2028) was estimated using trip generation rates and equations from the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 12th Edition*. Trip generation calculations were prepared for a typical weekday, the AM peak hour, and the PM peak hour. Pass-by rates were applied to both commercial land uses based on the *ITE* web application pass by rates by land use spreadsheets. The Daily, AM and PM peak hour trip generation estimates are presented in **Table 4**.

Traffic Distribution and Assignment Methodology

Project-generated traffic was assigned to the area roadway network using traffic patterns extracted from the Florida Statewide Model. Additional roadway segments were incorporated into the model to better reflect the surrounding network. Model plots are provided in **Appendix B**. The net new PM peak hour external project trip assignments for the study roadway segments are included in **Table 5**.

Table 3 - Background Traffic Segment Analysis
Lake City Wholesale Club Store
Columbia County

D2LOS TOOL/FTO Roadway Segment Number	Roadway	Segment	No. of Lanes	Segment Distance (Miles)	Context Classification	LOS STD	Maximum Service Volume (MSV) (VPH)	2023 Existing PM Peak Hour	2029 Peak Hour Volume (vph)	GF Existing to 2029	GF Existing to 2028	Bckgr'd Volume 2028	Bckgr'd Volume to Capacity Ratio
D2LOS-20327	US-90	Bascom Norris Dr to SR-247	6D	0.528	C3C	D	4,870	2,475	2,799	1.1309	1.1303	2,797	0.57
D2LOS-20328	US-90	SR-247 to SR-10A/Baya Dr	6D	1.126	C3C	D	4,870	2,700	3,017	1.1174	1.1168	3,015	0.62
D2LOS-20393	SR-247	SW Bascom Norris Dr to US-90	2U	0.456	C3C	D	1,720	990	1,049	1.0596	1.0591	1,049	0.61

Notes:

Capacities and 2023 PM Peak Hour Volumes were obtained from FDOT D2LOS Tool website

Max Service Volumes were adjusted to reflect the LOS Standard "D" from the comprehensive plan

Year 2028 Growth factors were calculated using the PM Peak Hour volumes projections obtained from the D2LOS Tool website

Table 4 - Trip Generation Estimates
Lake City Wholesale Club Store
Columbia County

Land Use	ITE Land Use Code	Sq. Ft. or Number of Units	Independent Variable (Units)	Estimation Method (Average Rate or Fitted Curve Equation)	Gross Trip Ends	Pass-by		Net New External Trip Ends	Gross Trip Ends			
									Entering		Exiting	
						%	Volume		%	Volume	%	Volume
Daily												
Free-Standing Discount Superstore	815	106,627	SF	Ln(T) = 0.77 Ln(X) + 5.05	5,684	29%	1,648	4,036	50%	2,018	50%	2,018
Strip Retail Plaza (<40k)	822	15,000	SF	T = 42.20(X) + 229.68	863	40%	345	518	50%	258	50%	260
Total					***6,547***		***1,993***	***4,554***		***2,276***		***2,278***
AM Peak Hour of the Adjacent Street												
Free-Standing Discount Superstore	815	106,627	SF	Ln(T) = 0.84 Ln(X) + 0.74	106	29%	31	75	70%	53	30%	22
Strip Retail Plaza (<40k)	822	15,000	SF	T = 3.93(X)	59	40%	24	35	55%	19	45%	16
Total					***165***		***55***	***110***		***72***		***38***
Daily												
Free-Standing Discount Superstore	815	106,627	SF	Ln(T) = 0.84 Ln(X) + 2.30	504	29%	146	358	50%	179	50%	179
Strip Retail Plaza (<40k)	822	15,000	SF	Ln(T) = 0.68 Ln(X) + 2.77	101	40%	40	61	50%	30	50%	31
Total					***605***		***186***	***419***		***209***		***210***

Notes: Trip Generation equations and rates were calculated using the *ITE Trip Generation Manual, 12th Edition*

Buildout Roadway Segments Analysis

2028 total traffic volumes for each study roadway segment include background traffic and project-generated traffic from the proposed development. **Table 5** summarizes the segment analysis, including projected roadway concurrency status, to determine whether any segment would be adversely impacted by the proposed development. The analysis indicates that all roadway segments are expected to operate within available capacity.

Conclusions

Based on the operational segment analysis, the proposed development is not expected to cause any roadway segment within the study area to operate below its adopted Level of Service standard. The surrounding roadway network is anticipated to accommodate the additional traffic generated by the project without adverse operational impacts.

Access improvements onto US 90 will be determined during the *FDOT Access Permitting* process.

Table 5 - Buildout Segment Analysis
Lake City Wholesale Club Store
Columbia County

									PM PH Trip Generation				
									In	Out	Total		
									209	210	419		
D2LOS TOOL/FTO Roadway Segment Number	Roadway	Segment	No. of Lanes	Segment Distance (Miles)	Context Classification	LOS STD	Maximum Service Volume (MSV) (VPH)	Bckgr'd Volume 2028	Project Distrib	Project Trips	Total Volume Buildout 2028	2028 Buildout Volume to Capacity Ratio	Signifi-cance
D2LOS-20327	US-90	Bascom Norris Dr to SR-247	6D	0.528	C3C	D	4,870	2,797	36.39%	152	2,949	0.61	3.1%
D2LOS-20328	US-90	SR-247 to SR-10A/Baya Dr	6D	1.126	C3C	D	4,870	3,015	56.81%	238	3,253	0.67	4.9%
D2LOS-20393	SR-247	SW Bascom Norris Dr to US-90	2U	0.456	C3C	D	1,720	1,049	6.80%	28	1,077	0.63	1.6%

Notes:

Capacities and 2023 PM Peak Hour Volumes were obtained from FDOT D2LOS Tool website

Max Service Volumes were adjusted to reflect the LOS Standard "D" from the comprehensive plan

Appendix A
(FDOT D2 LOS Report)

US-90 / SR-10, RCI MP 7.504-8.033, Columbia County

Attribute	Value
Segment ID:	20327
Segment Length (miles):	0.528 mi
County:	Columbia
Roadway ID:	29010000
Begin MP:	7.504
End MP:	8.033
SHS System:	On-System
SIS Status:	Not SIS
SIS Type:	Not SIS
Standard K-Factor:	9.0
LOS Target:	C
Growth Rate:	2.2%

Data Sources: RCI; TCI; NERPM AB; GUATS; FLSWM
Google Street View:
http://maps.google.com/maps?q=30.1791734389943,-82.6711948513714



Projected Values	2023	2029	2035	2040	2045
Number of Lanes	6	6	6	6	6
Context Classification	C3C	C3C	C3C	C3C	C3C
AADT	27,500	31,100	34,700	37,700	40,700
Peak Hour Traffic Volume	2,475	2,799	3,123	3,393	3,663
Peak Hour Maximum Service Volume	4,290	4,290	4,290	4,290	4,290
Peak Hour LOS	C	C	C	C	C

Notes:

US-90 / SR-10, RCI MP 8.033-9.159, Columbia County

Attribute	Value
Segment ID:	20328
Segment Length (miles):	1.126 mi
County:	Columbia
Roadway ID:	29010000
Begin MP:	8.033
End MP:	9.159
SHS System:	On-System
SIS Status:	Not SIS
SIS Type:	Not SIS
Standard K-Factor:	9.0
LOS Target:	C
Growth Rate:	2.0%

Data Sources: RCI; TCI; NERPM AB; GUATS; FLSWM
Google Street View:
http://maps.google.com/maps?q=30.1820535284532,-82.6582399310229



[redacted]	[redacted]	[redacted]	2035	2040	2045
Number of Lanes	6	6	6	6	6
Context Classification	C3C	C3C	C3C	C3C	C3C
AADT	30,000	33,518	37,036	39,968	42,900
Peak Hour Traffic Volume	2,700	3,017	3,333	3,597	3,861
Peak Hour Maximum Service Volume	4,290	4,290	4,290	4,290	4,290
Peak Hour LOS	C	C	C	C	C

Notes:

SR-247 / Brandford Hwy, RCI MP 10.892-11.348, Columbia County

Attribute	Value
Segment ID:	20393
Segment Length (miles):	0.456 mi
County:	Columbia
Roadway ID:	29090000
Begin MP:	10.892
End MP:	11.348
SHS System:	On-System
SIS Status:	Not SIS
SIS Type:	Not SIS
Standard K-Factor:	9.0
LOS Target:	C
Growth Rate:	1.0%



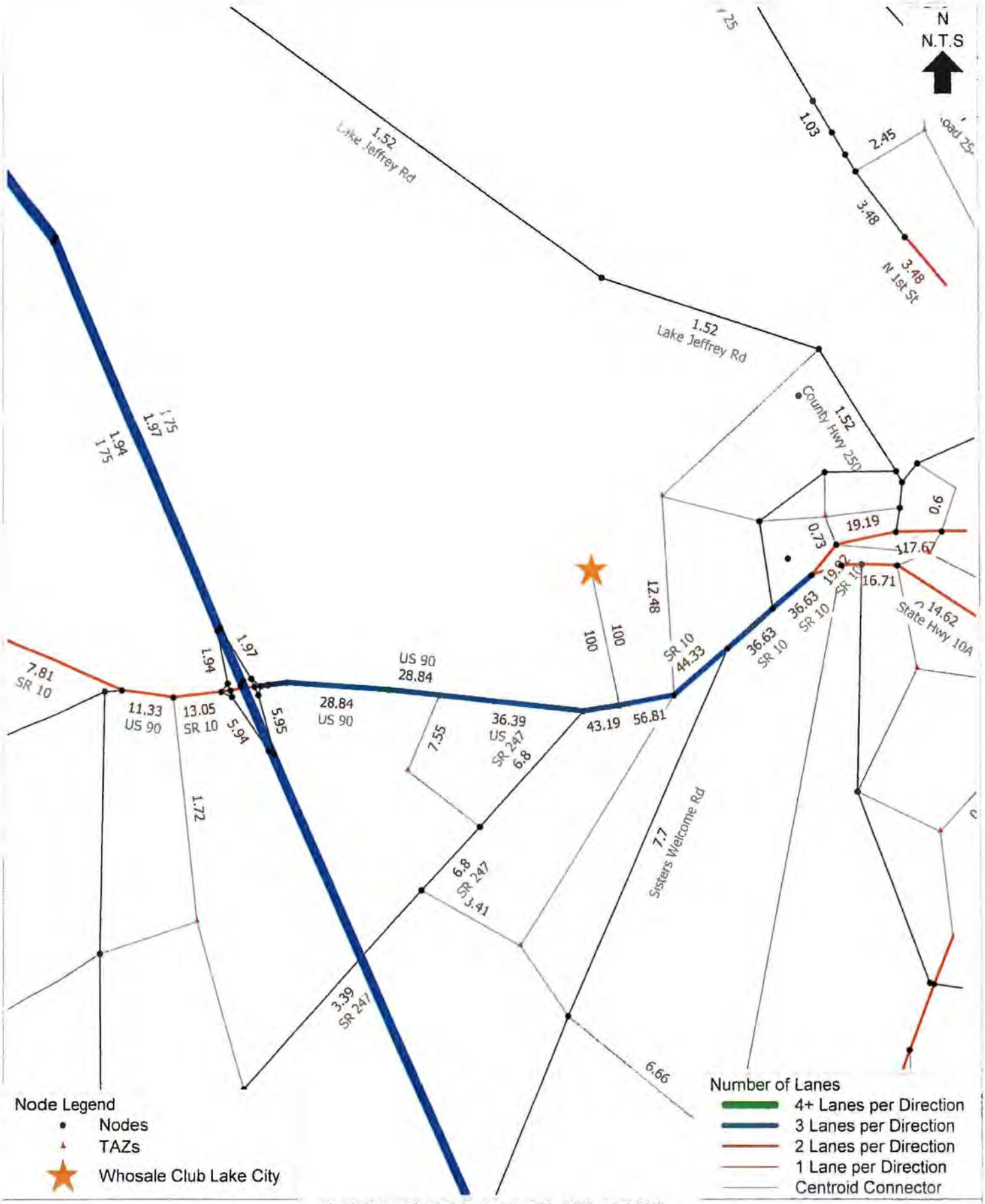
Data Sources: RCI; TCI; NERPM AB; GUATS; FLSWM

Google Street View:
http://maps.google.com/maps?q=30.1763527590038,-82.6692209520838

Projected Values	2023	2029	2035	2040	2045
Number of Lanes	2	2	2	2	2
Context Classification	C3C	C3C	C3C	C3C	C3C
AADT	11,000	11,655	12,309	12,855	13,400
Peak Hour Traffic Volume	990	1,049	1,108	1,157	1,206
Peak Hour Maximum Service Volume	1,449	1,449	1,449	1,449	1,449
Peak Hour LOS	C	C	C	C	C

Notes:

Appendix B
(Florida Statewide Model Distribution Plots)



Florida Statewide Model - Cost Feasible 2030 - TAZ 6522
Lake City Wholesale Club TIA - Project Distribution
C:\FSUTMS\D2\NERPM\MasterTue 04 Nov 2025

(Licensed to England Thims and Miller Inc)

Attachment 6

Comprehensive Plan Consistency Analysis

US 90 Commercial

Project summary

The landowner, CP Lake City, LLC seeks to amend the Future Land Use Map to rectify a discrepancy between the adopted land use category and adopted zoning district. This small scale amendment applies to that portion of the 18 acre property currently designated Residential-Low. The purpose of this request is to construct a wholesale commercial club consisting of 106,627 square feet and an additional 15,000 square feet of outparcel retail uses. In addition to the development program, this proposed project will be served by central water and sewer utilities.

The subject property is within the Designated Urban Development Area "DUDA".

The following analysis justifies the requested change to the Future Land Use Map.

Comprehensive Plan Elements

I. FUTURE LAND USE ELEMENT 2

II. TRANSPORTATION ELEMENT 5

III. HOUSING ELEMENT 7

IV. SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER AND NATURAL GROUNDWATER AQUIFER RECHARGE ELEMENT 7

V. CONSERVATION ELEMENT 9

VI. RECREATION AND OPEN SPACE ELEMENT 11

VII. INTERGOVERNMENTAL COORDINATION ELEMENT 11

VIII. CAPITAL IMPROVEMENTS ELEMENT 11

IX. PUBLIC SCHOOL FACILITIES ELEMENT 12

I. FUTURE LAND USE ELEMENT

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.

Response: The subject property is located within the Designated Urban Development Area. This amendment modifies the proposed Future Land Use map to align with the existing Commercial Intensive zoning on the subject property and surrounding adjacent properties.

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.

Response: The subject property is directly accessed from US90, an arterial road with public facility capacity. Attachment 6 Traffic Impact Analysis confirms adequate capacity exists and will exist at build out of the project. Also, the project will be served by the City of Lake City for water and sewer utilities.

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.

Response: A majority of the subject property is designated Commercial. The northern portion is designated Residential Low. The entire site is zoned Commercial Intensive. This small scale amendment (less than 50 acres) will rectify this discrepancy.

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.

Response: Development will meet the County's standards for wetland protection and buffering.

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.

Response: Noted. The proposed amendment will enable wholesale commercial uses in a location within the DUDA and served by public facilities.

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.

Response: This application proposes to rectify a discrepancy between the County Zoning Atlas which designates the entire property as Commercial Intensive and the County FLUM which splits the property between Residential Low and Commercial. The surrounding area is predominantly commercial uses and activities.

Policy I.3.1 The county shall continue to regulate the location of public facilities so as to discourage the proliferation of urban sprawl. However, nothing in this provision shall limit the improvement of any public road in an area of the county.

Response: Noted. The subject property is located within the DUDA and will be served by the City of Lake City.

Policy I.6.1 The county shall maintain a listing of all known prehistoric and historic sites within the unincorporated area of the county.

Response: Please refer to Attachment 7 Cultural Assessment. In the opinion of ECS, no cultural resources eligible for listing in the National Register of Historic Place will be impacted by development of the project.

Policy I.7.2 The county shall continue to have provisions which will mitigate the adverse effects of land uses on environmentally sensitive areas. In addition, the county shall prohibit the location of any structure, other than permitted docks, piers, or walkways, within a wetland.

Response: The property does not include significant environmentally sensitive areas.

Policy I.7.4 As part of the county's development review process environmentally sensitive land shall be identified for protection. These environmentally sensitive lands shall include, but not be limited to, wetlands, floodprone areas, areas designated as high groundwater aquifer recharge areas and critical habitat areas for designated rare, threatened, endangered, or species of special concern. For the purposes of this comprehensive plan "wetlands" means

those areas that are inundated or saturated by surface water or groundwater at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological or reproductive adaptations, have the ability to grow, reproduce or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto.

Response: In the environmental assessment conducted by ECS, no protected species were identified.

Policy I.7.5 The county shall protect high groundwater aquifer recharge areas by: preventing drainage wells and sinkholes to be used for stormwater disposal; requiring well construction modification and closure to be regulated in conformance with criteria established by the Water Management District and Florida Department of Health and Rehabilitative Services, (in particular, abandoned wells shall be closed in accordance with Chapter 40B-3, Florida Administrative Code, in effect upon adoption of this policy); and prohibiting intensive agriculture uses (the term intensive agriculture means those agricultural uses requiring an industrial waste permit from the Florida Department of Environmental Protection) and the discharge and requiring protection against accidental releases of hazardous or toxic materials to the soils or groundwater. These provisions will be applied to all high groundwater aquifer recharge areas, as identified within Illustration A-XI of this comprehensive plan.

Response: Not applicable.

Policy I.7.7 The county's high groundwater aquifer recharge areas as shown on Illustration A-XI of this comprehensive plan are as identified by the Water Management District.

Response: Not applicable.

Policy I.8.1 The county shall require that all proposed development which is subject to the provisions of any regional resource planning and management plan be consistent with such plan and that the proposed development be reviewed for such consistency during the development review process.

Response: Not applicable. The subject property is not located within any of the mapped regional resources.

Policy. I.9.1 The county shall require the developer to submit development plans for all proposed subdivision plats and site and development plans within the drainage basin of any designated priority water body to the water management district for review and comment as to the consistency of the proposed development with any approved management plan within such basin prior to development review by the county.

Response: Acknowledged.

Policy I.10.1 The county shall prohibit the creation of buildable lots within unsuitable areas due to improper drainage, unsuitable soils, steep slopes, rock formations and adverse earth formations.

Response: Acknowledged. Site engineering plans will demonstrate compliance with this policy.

II. TRANSPORTATION ELEMENT

Policy II.1.2 The county shall control the number and frequency of connections and access points of driveways and roads to arterial and collector roads.

Response: Noted. The project includes three connections to US90: primary connection is the full connection subject to ICE and FDOT review and one additional full connection to Hackney Terrace.

Policy II.1.3 The county shall require the provision of safe and convenient on-site traffic flow, which includes the provision for vehicle parking.

Response: Noted. The companion site plan address onsite traffic flow, including contextual uses and parking standards.

Policy II.1.4 The county shall require any development which is required to provide a site plan or any development requiring platting to include requirements for additional right-of-way width for bicycle and pedestrian ways to be provided for all proposed collector and arterial roadways, as integrated or parallel transportation facilities.

Response: Not applicable.

Policy II.1.5 In accordance with Section 163.3180(5)(h)3.c., Florida Statutes, the county shall provide a means by which the landowner will be assessed a proportionate share of the cost of providing the transportation facilities necessary to serve the proposed development. However, the landowner shall not be held responsible for contributing to deficient transportation facilities.

Response: Refer to Attachment 5 Concurrency Impact Analysis where the Land Development Transportation Analysis concludes the project does not result in any mitigation requirements.

Policy II.4.1 The county's land development regulations shall include provisions which require all structures along new or realigned collector or arterial roadways to provide additional setbacks for the future need of additional right-of-way.

Response: Not applicable. Adequate right of way exists along the US90 corridor.

Policy II.4.2 Properties under the same ownership or those consolidated for development shall be treated as one property for the purposes of access management and shall not receive the maximum potential number of access points for that frontage indicated under minimum access spacing standards.

Response: Noted.

Policy II.4.3 Large commercial developments shall be required to provide and/or extend nearby local and collector streets and provide street connections with surrounding residential areas so residents may access the development without traveling on arterial streets.

Response: The subject property includes 120,000 square feet of nonresidential uses and proposes to connect to the east.

Policy II.4.4 Shopping centers shall be required to provide a unified access and circulation plan and require any out parcels to obtain access from the unified access and circulation system.

Response: Noted. The companion site engineering plans will address unified access and circulation.

Policy II.4.6 Adequate corner clearance shall be maintained at crossroad intersections with arterials.

Response: Acknowledged.

Policy II.4.7 The county shall encourage cross-access connections easements and joint driveways, where available and economically feasible.

Response: Acknowledged.

I

IV. SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER AND NATURAL GROUNDWATER AQUIFER RECHARGE ELEMENT

SANITARY SEWER FACILITY SUB ELEMENT

Policy IV.2.1 The county hereby establishes the following level of service standards for sanitary sewer facilities.

Facility Type	Level of Service Standard
Individual Septic Tanks	Standards as specified in Chapter 64E-6, Florida Administrative Code, as amended.
Community Sanitary Sewer System	135 gallons per capita per day.

Response: Acknowledged. Refer to Attachment 5 Concurrency Impact Analysis.

SOLID WASTE FACILITY SUB ELEMENT

Policy IV.3.1 The county hereby establishes the following level of service standards for solid waste disposal facilities.

Facility Type	Level of Service Standard
Solid Waste Landfill	0.7 tons per capita per year

Response: Acknowledged. Refer to Attachment 5 Concurrency Impact Analysis.

DRAINAGE FACILITY SUB ELEMENT

Policy IV.4.1 The county hereby establishes the following level of service standards for drainage facilities.

Response: Acknowledged. Site Engineering Plans will demonstrate compliance with this policy.

POTABLE WATER FACILITY SUB ELEMENT

Policy IV.5.1 The county hereby establishes the following level of service standards for potable water.

Facility Type	Level Of Service Standard
Columbia County Ellisville	100 gallons per capita per day
Haight-Ashbury	100 gallons per capita per day
Mason City	100 gallons per capita per day
Private Individual Water Wells	100 gallons per capita per day

Response: Refer to Attachment 5 Concurrency Impact Analysis.

Policy IV.5.2 The county shall coordinate the extension of, or increase in the capacity of, facilities by scheduling the completion of public facility improvements and require that they are concurrent with projected demand.

Response: Acknowledged.

Policy IV.5.3 The county's land development regulations shall permit residential densities in excess of two dwelling units per acre within in new subdivisions, but less than three dwelling units per acre, only within areas served by centralized potable water systems, residential densities in excess of three dwelling units per acre only within areas served by centralized potable water and sanitary sewer systems.

Response: This project is served by centralized potable water and sanitary sewer from the City of Lake City.

Policy IV.5.4 The county shall consult with the applicable water supply utility prior to issuance of a building permit or its functional equivalent to ensure that adequate water supplies and facilities will be in place and available no later than the anticipated date of issuance of a certificate of occupancy or its functional equivalent.

Response: Acknowledged. Attachment 5 Concurrency Impact Analysis provides an assessment of water supply for the project.

NATURAL GROUNDWATER AQUIFER RECHARGE SUB ELEMENT

Policy IV.7.1 The county shall provide for the limitation of development adjacent to natural drainage features to protect the functions of the feature.

Response: Acknowledged. Site Engineering Plans will demonstrate compliance with this policy.

Policy IV.8.3 In an effort to conserve potable water, at least 50 percent of the following required landscaped areas shall be comprised of vegetation native or indigenous to the north Florida area:

1. **Ten percent of offstreet parking areas;**
2. **Ten-foot buffer between residential and commercial uses;**
3. **Fifteen-foot buffer between single family uses and multi-family uses or mobile home parks; and**
4. **25 foot buffer between residential and industrial uses.**

Response: Acknowledged. The companion Site Engineering Plans will demonstrate compliance with this policy.

Policy IV.8.4 The county shall require that faucets for private lavatories shall be designed, manufactured and installed to deliver water flow rate not to exceed 3.0 gallons per minute and further, that water closets, either flush tank or flushometer operated, shall be designed, manufactured and installed to be operable and adequately flushed with not more than 4.0 gallons per flushing cycle.

Response: Acknowledged.

V. CONSERVATION ELEMENT

Policy V.2.1 The county, as part of the development review process, shall require the coordination of development plans with the Florida Department of Environmental Protection and the Water Management District to assist in the monitoring uses which may impact the county's current and projected water sources.

Response: Acknowledged. Site Engineering Plans and permit applications will be submitted to the Water Management District.

Policy V.2.2 The county shall protect the present water quality classification established by the Florida Department of Environmental Protection by prohibiting industrial uses, commercial uses (other than neighborhood commercial uses) and intensive agricultural uses, (the term intensive agriculture means those agricultural uses requiring an industrial waste permit from the Florida Department of Environmental Protection) to be located within 300 feet of the county's surface water bodies, as shown on Illustration A-IV, entitled Rivers and Lakes.

Response: Not applicable. The property does not contain the mapped Rivers and Lakes.

Policy V.2.4 The county shall require a 35-foot natural buffer around all wetlands and prohibit the location of agricultural, residential, commercial and industrial land uses within the buffer areas, but allow resource-based recreational activities within buffer areas and silvicultural activities within buffer areas, in accordance with this Conservation Element of the comprehensive plan.

Response: Acknowledged.

Policy V.2.6 The county shall require all new development to maintain the natural functions of environmentally sensitive areas, including but not limited to wetlands and 100-year floodplains so that the long term environmental integrity and economic and recreational value of these areas is maintained.

Response: Acknowledged. Site Engineering Plans will demonstrate compliance with this policy.

Policy V.2.12 The county as part of the development review process shall require the maintenance of the quantity and quality of surface water runoff within freshwater stream to sink watersheds by prohibiting any development which may diminish or degrade the quality and quantity of surface water runoff within freshwater stream to sink watersheds within the county.

Response: Acknowledged. Site engineering plans will demonstrate compliance with this policy.

Policy V.4.8 Following the publication of Critical Wildlife Conservation Areas, by the Florida Fish and Wildlife Conservation Commission, the developer of any proposed development which is equal to or greater than 20 acres and located within areas identified by the Florida Fish and Wildlife Conservation Commission as Critical Wildlife Conservation Areas shall be required to evaluate the impacts to endangered, threatened, or species of special concern and rare or unique vegetative communities provided, however, if competent and substantial scientific evidence demonstrating that an endangered, threatened or species of special concern, wildlife habitat or rare and unique vegetative community is located within the area of any proposed development which is equal to or greater than 20 acres is presented to the county at the time a preliminary plat or site and development plan is reviewed by the county, the developer shall evaluate the impacts on such habitats or communities. As a condition of permit approval of any proposed development within these areas, such evaluation shall consist of a survey of the development site conducted by the developer to identify the presence of any state and federally protected plant and animal species.

If protected species are found on the development site or would be affected by the development, a management plan shall be required from the developer, including necessary modifications to the proposed development, to ensure the preservation of the protected species and their habitat. Both the survey and the management plan shall be done in

consultation with the Game and Fresh Water Fish Commission, but the final approval of the management plan shall be by the county.

Response: The subject property is not located within any FWC Critical Wildlife Area as documented from the Florida Fish and Wildlife Conservation Commission GIS Librarian.

VI. RECREATION AND OPEN SPACE ELEMENT

Response: Not applicable. Commercial development does not generate a demand for public recreation.

VII. INTERGOVERNMENTAL COORDINATION ELEMENT

Policy VII.1.1 The county shall establish a procedure, as part of the comprehensive plan review and amendment process, that all plan amendments proposed within the comprehensive plan are coordinated with adjacent local governments, the school board, water management district, regional planning council, Florida Department of Environmental Protection, Division of Historical Resources, Florida Department of State, Florida Department of Community Affairs and other units of government providing services but not having regulatory authority over the use of land.

Response: Acknowledged. The small scale land use amendment process includes notification of the listed state and regional reviewing agencies.

VIII. CAPITAL IMPROVEMENTS ELEMENT

Policy VIII.2.1 The county shall use the following level of service standards in reviewing impacts of new development and redevelopment upon the provision of public facilities.

Response: Refer to the Attachment 5 Concurrency Impact Analysis.

Policy VIII.2.2 The county shall require that public facilities which serve such development have a capability which meets or exceeds the adopted level of service standard in accordance with the requirements as specified for each facility within the concurrency management system of this comprehensive plan.

Response: Refer to the Attachment 5 Concurrency Impact Analysis.

Policy VIII.2.3 The county shall require that an amendment to this comprehensive plan be required for the elimination, deferral or delay of construction of any transportation capital

improvements project, which is needed to maintain the adopted level of service standard and which has been listed in the county's 5-year schedule of the capital improvements element.

Response: Refer to the Attachment 5 Concurrency Impact Analysis.

Policy VIII.4.2 The county shall limit the issuance of development orders and permits to areas where the adopted level of service standards for the provision of public facilities found within the comprehensive plan are maintained. This provision also includes areas where development orders were issued prior to the adoption of the comprehensive plan.

Response: Refer to the Attachment 5 Concurrency Impact Analysis.

IX. PUBLIC SCHOOL FACILITIES ELEMENT

Response: Not applicable. Commercial development does not generate a demand for public schools.

ECS Florida, LLC

Results for Ecological Services

Lake City Warehouse - Eco DD
1688 and 1705 West US Highway 90, Lake City, Florida 32055

For: Pattah Development Co.

2207 Orchard Lake Road, Suite A, Sylvan Lake, Michigan 48320

ECS Project Number 55:8030

November 24, 2025

November 24, 2025

Mr. Clark Pattah
2207 Orchard Lake Road
Suite A
Sylvan Lake, Michigan 48320

ECS Project No. 55:8030

Reference: Results for Ecological Services, Lake City Warehouse - Eco DD, 1688 and 1705 West US Highway 90, Lake City, Columbia County, Florida

Dear Mr. Pattach:

ECS Florida, LLC (ECS) is pleased to provide you with results of our Ecological Services for the Lake City Warehouse - Eco DD. ECS services were provided in general accordance with ECS Proposal No. 55:12391 authorized on November 10, 2025.

If there are questions regarding this report, or a need for further information, please contact the undersigned.

ECS Florida, LLC

Chrissy Carr
Environmental Assistant Dept. Manager
CCarr@ecslimited.com
904-880-0960

Jason Adams
Group Manager
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813-302-16344

INTRODUCTION

ECS completed a Ecological Services for the Lake City Warehouse - Eco DD, located at 1688 and 1705 West US Highway 90 in Lake City, Columbia County, Florida. An aerial view of the subject property is provided in **Appendix I**. The field portion of the survey was conducted on November 11 and 18, 2025.

The purpose of the field visit was to evaluate the site for the occurrence and/or potential for occurrence of protected wildlife species (and their habitats).

The following report (and referenced exhibits) describes relevant ecological conditions observed on the site during the field investigation and the results of documented literature regarding the presence of protected wildlife species and/or habitat on the site and its relevant surroundings.

SITE LOCATION AND DESCRIPTION

The site is located in the physiographic area known as the Ocala Uplift District. The site is an approximately 18.82-acre property located at 1688 and 1705 West US Highway 90 in Lake City, Columbia County, Florida and is identified by the Columbia County Property Appraiser as parcel identification number 36-3S-16-02590-001 (10628) and owned by CP Lake City LLC (**Figure 1**).

The site is classified by Columbia County as vacant land. At the time of this survey, the site was observed to be occupied by undeveloped forested land (**Figure 2**).

The upland canopy vegetation is dominated by slash pine (*Pinus elliottii*), live oak (*Quercus virginiana*), red cedar (*Juniperus virginiana*), and pignut hickory (*Carya glabra*). The upland shrub layer is dominated by sweetgum (*Liquidambar styraciflua*). The upland herbaceous layer is dominated by beautyberry (*Callicarpa americana*) and prickly pear (*Opuntia mesacantha*).

The wetland canopy vegetation is dominated by swamp chestnut oak (*Quercus michauxii*), red bay (*Persea borbonia*), and sweetgum. The wetland herbaceous vegetation is dominated by Virginia chain fern (*Woodwardia virginica*) and netted chain fern (*Woodwardia areolata*).

Site photographs taken at the time of this survey are included in **Appendix II**.

Soils

Three (3) general soil types were identified by the Natural Resource Conservation Service's (NRCS) *Soil Survey of* Columbia County, *Florida*. The following soil units and descriptions were mapped by the soil survey on the site:

- Unit 3 - Alpin fine sand consists of excessively drained soils that formed from Eolian deposits or sandy marine deposits. These soils are in knolls on marine terraces and ridges on marine terraces. Slopes range from 0 to 5 percent. These soils are not classified as hydric and cover approximately 40.8% of the site by area.

- Unit 20 - Chipley fine sand consists of somewhat poorly drained soils that formed from sandy marine deposits. These soils are in knolls, rises, and flats on marine terraces. Slopes range from 0 to 5 percent. These soils are non-hydric and cover approximately 53.3% of the site by area.
- Unit 52 - Plummer fine sand depressional consists of very poorly drained soils that formed from sandy and loamy marine deposits. These soils are in depressions on marine terraces. Slopes range from 0 to 2 percent. These soils ar classified as hydric and cover approximately 5.9% of the site by area.

Figure 3 shows the site and soils as mapped by the Soil Survey.

Vegetative Communities and Land Uses

Prior to the field visit, Geographic Information System (GIS) data from the Southwest Florida Water Management District (SWFWMD) was reviewed to identify documented vegetative communities and land uses on the property (Figure 4). These site conditions are documented using the Florida Land Use, Cover and Forms Classification System (FLUCCS, Florida Department of Transportation, 1999). FLUCCS classifications for the land covers and uses (as adapted from SWFWMD coverages) on the property are as follows: **1110: Low Density, Fixed Single Family Units, 1400: Commercial and Services, 2110: Improved Pastures, 4200: Upland Hardwood Forests, 6300: Wetland Forested Mixed, 8200: communications,** and **8370: Surface Water collection Basins.**

PRELIMINARY THREATENED AND ENDANGERED SPECIES METHODS

A protected wildlife species survey and habitat assessment were conducted over the property on November 11 and 18, 2025. Protected wildlife species are defined as those listed as Threatened, Endangered, or Species of Special Concern by the U.S. Fish and Wildlife Service (USFWS) and/or the Florida Fish and Wildlife Conservation Commission (FWC). Random locations throughout the site were sampled for potential threatened and endangered species of Columbia County, Florida.

Results of Survey

Federal and state listed threatened and endangered species for Columbia County were reviewed from the USFWS North Florida Ecological Services Office website and the Florida Natural Areas Inventory (FNAI) website prior to the site visit (**Appendix III**). Biota was broken down into six categories:

Amphibians

No threatened or endangered species or their habitats were encountered during the time of this survey.

Birds

ECS reviewed the USFWS' map of Wood Stork (*Mycteria americana*) Nesting Colonies and Core Foraging Areas Active Within 2010-2019. The site appears to be located within a Core Foraging Area (**Figure 5A**). However, no individuals or suitable potential habitat were observed on the site at the time of this survey.

No potential habitat for the red-cockaded woodpecker (*Picoides borealis*) was noted by the FWC Terrestrial Resources GIS database on, or in the immediate vicinity of, the site (**Figure 5B**). No individuals were directly observed on the site at the time of this survey. Additionally, the site does not appear to be located within a designated FWC management unit (FWC Red-Cockaded Woodpecker Management Plan, August 2003).

The site is located within the habitat range of the eastern black rail (*Laterallus jamaicansis jamacainsis*). The eastern black rail is federally listed as threatened. It is a small, secretive marsh bird that inhabits dense marsh grass habitats that may or may not be tidally influenced and range in salinity from salt to brackish to fresh. Although the site is within the current range of the species (**Figure 5C**), the preferred or optimal habitat is not present in the current condition; therefore, eastern black rails are unlikely to utilize the Project site. The Eastern Black Rail requires marsh habitat with dense overhead cover and soils that are moist or saturated, which is often found along the fringe of gently sloping wetlands adjacent to higher wetland/upland areas with high vegetative cover. No black rail individuals or preferred habitats were observed on-site at the time of this survey.

No other threatened or endangered species or their habitats were encountered at the time of this survey.

Fish

No threatened or endangered species were encountered during the time of this survey. No wetlands capable of sustaining a fish community were observed on the interior portion of the subject property.

Mammals

The tricolored bat (*Perimyotis subflavus*) is a small insectivorous bat that is distinguished by its unique tricolored fur and often appears yellowish to nearly orange. During the spring, summer, and fall, tricolored bats are found in forested habitats where they roost in trees, primarily among leaves of live or recently dead deciduous hardwood trees, but may also be found in Spanish moss, pine trees, and occasionally human structures. The tricolored bat is currently classified as proposed endangered by the USFWS. Under current guidance there are no protections for this species; however the USFWS is considering to list this species as endangered in the near future. The site falls within the current range for this species; however no critical habitat has been established in Florida (**Figure 5D**). Although the historical use of the Site for timber production reduces the probability of occurrence, the Site contains potentially suitable habitat for this species and informal or formal coordination with the USFWS may be required prior to development of the site. No threatened or endangered species or their habitats were encountered during the time of this survey.

No threatened or endangered species or their habitats were encountered during the time of this survey.

Reptiles

Potential gopher tortoise (*Gopherus polyphemus*) habitat was noted at various locations throughout the site. Twenty-two (22) total gopher tortoises or suspected gopher tortoise burrows were directly observed on the site at the time of this survey (of which, 19 were considered 'potentially occupied'). A more detailed survey may be required by FWC during the regulatory permitting review cycle as the habitat is suitable for this species. Please refer to **Figure 5E** for the burrow locations.

The Eastern indigo snake (*Drymarchon corais couperi*) is considered to have a commensal relationship with gopher tortoises, utilizing gopher tortoise burrows as nesting spots. Due to the potential gopher tortoise habitat located on the site, potential Eastern indigo snake habitat is also considered to be present on the site.

No other threatened or endangered species or their habitats were encountered during the time of this survey.

Vascular Plants

No threatened or endangered species or their habitats were encountered during the time of this survey.

CONCLUSIONS

Species

Potential habitat for the gopher tortoise (*Gopherus polyphemus*) and Eastern indigo snake (*Drymarchon corais couperi*) was documented on site during the survey. A total of twenty-two (22) gopher tortoise burrows were identified. Three burrows were classified as abandoned, and the remaining nineteen were classified as potentially occupied based on current FWC guidance. Of the potentially occupied burrows, three were juvenile-sized.

No other threatened or endangered species or their habitats were encountered during the time of this survey.

FWC Gopher Tortoise Permitting Guidance

The FWC may request additional measures be taken by an applicant during regulatory permit review of this property as a result of the presence of suitable potential gopher tortoise habitat and potential gopher tortoise burrows observed on the site at the time of this due diligence investigation.

- A permit is required for any site preparation activity conducted as a precursor to development that disturbs vegetation or the ground which impacts gopher tortoises or their burrows at the time of or as a result of development. To conduct these activities without a permit is a violation of Rule 68A27.003, F.A.C.
- On sites where tortoises are present and burrows (active or inactive) are present, most site preparation activities require a permit. These activities include building construction, bulldozing, paving, clearing, or grading.
- The FWC has several requirements in order to receive a gopher tortoise relocation permit including, 1) Authorized Agent, which is someone authorized by FWC to survey, capture, transport, and release tortoises and 2) Recipient Site Reservation Letter, which authorizes the use of designated sites meeting specific criteria as recipient areas for tortoises. These requirements are utilized in obtaining the site-specific relocation permit, which authorizes capturing and relocation of tortoises either within the boundaries of the area being impacted (onsite) or from the area being impacted to a permitted recipient site (off-site).
- ECS recommends a 100% Gopher Tortoise Survey be conducted prior to construction.
- If gopher tortoises are present, ECS recommends a gopher tortoise relocation permit application be submitted no earlier than 90 days prior to construction as per the FWC and Rule 68A27.003, F.A.C. Upon your request, ECS can proceed with a proposal for incidental take and relocation mitigation activities.

Indigo Snake General Permitting Guidance

The FWC may request additional measures be taken by an applicant during regulatory permit review of this property as a result of the presence of suitable potential indigo snake habitat observed on the site at the time of this due diligence investigation. An eastern indigo snake protection/education plan (Plan) has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida for use by applicants and their construction personnel. At least 30 days prior to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented. As long as the signatory of the e-mail certifies compliance with the USFWS Plan no further written confirmation or "approval" from the USFWS is needed and the applicant may move forward with the project. ECS can provide this documentation support on your behalf for future permit applications.

Wood Stork Nesting Colonies and Core Foraging Areas

No potential habitat was observed on-site during the course of the field visit. The location generally falls within a Core Foraging Area (CFA). The USFWS typically issues project specific guidance during federal and state permitting. ECS can assist at the time of permit review should USFWS require additional information.

Additional assessment of the site may be required by the appropriate regulatory agencies.

LIMITATIONS OF THIS REPORT

It is important to note that the conclusions of this report are necessarily based on the conditions observed on the day of the field investigation, as well as our scientific judgment of the site's potential to support wetlands or protected species (based on each species' optimal habitat requirements). Due to this "snapshot" view of the site, the results presented in this report may not accurately reflect changing site conditions and/or potential wetland or wildlife species' temporal and spatial locations.

This report is provided for the exclusive use of the listed client. This report is not intended to be used or relied upon in conjunction with other projects or by other unidentified third parties. The use of this report by any undesignated party will be at such party's sole risk and ECS disclaims liability for any such third party use or reliance.

Appendix I: Figures

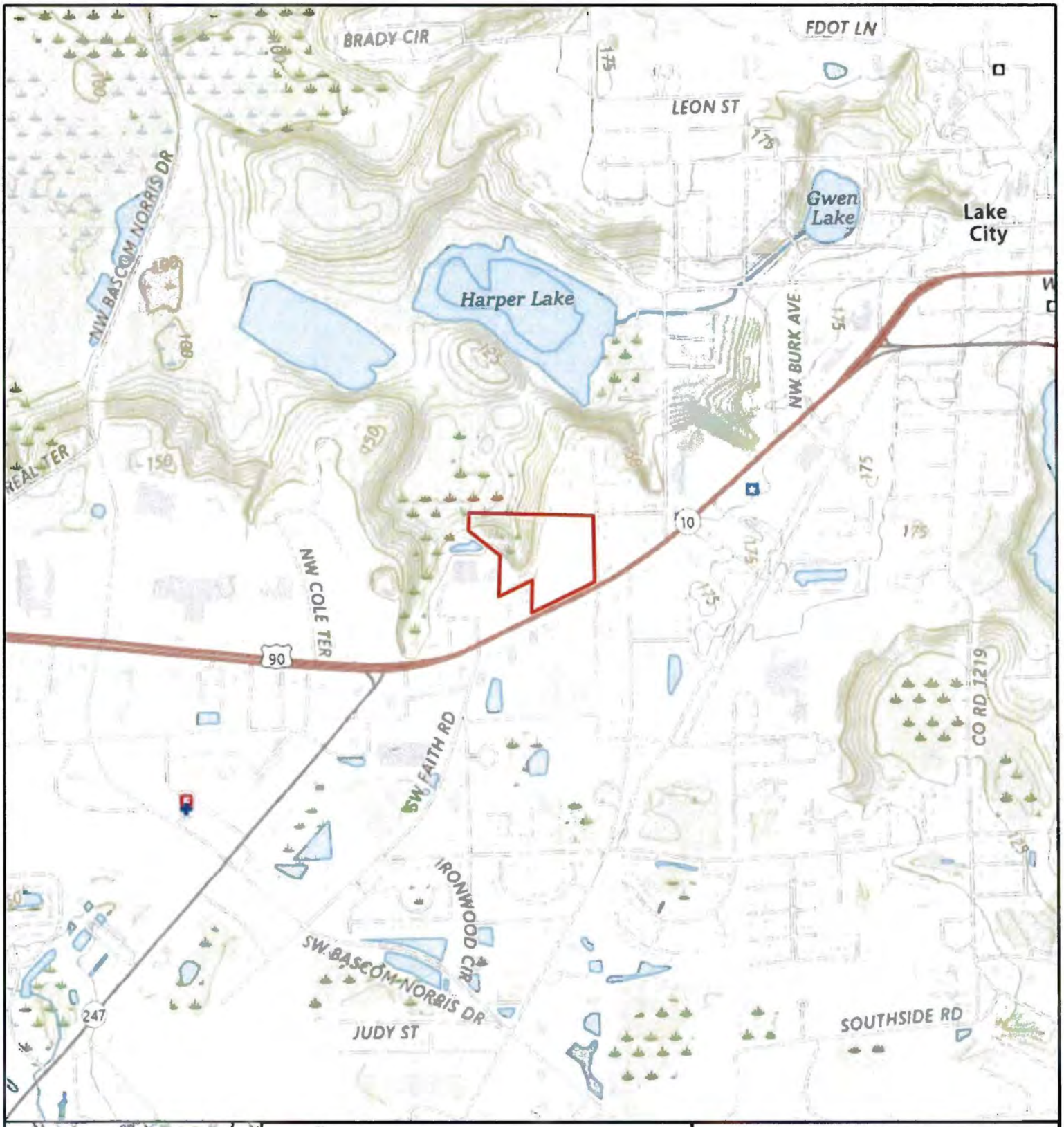


Figure 1: Site Location
Lake City Warehouse
1705 West US-90, Lake City, FL, 32055
ECS Project No. 55:8030

Columbia County, Florida

November 2025





Columbia County, Florida

N
W E
S

0 75 150 300 Feet

Project Boundary

Figure 2: Site Aerial (January 2023)
Lake City Warehouse
1705 West US-90, Lake City, FL, 32055
ECS Project No. 55:8030

November 2025





Columbia County, Florida

N
W E
S

0 75 150 300 Feet

Figure 3: NRCS Soils
Lake City Warehouse
1705 West US-90, Lake City, FL, 32055
ECS Project No. 55:8030

ECS

November 2025

Project Boundary

Soil Type

ALPIN

CHIPLEY

PLUMMER





Columbia County, Florida

N
W E
S

0 75 150 300 Feet

Figure 4: FLUCCS
Lake City Warehouse
1705 West US-90, Lake City, FL, 32055
ECS Project No. 55:8030

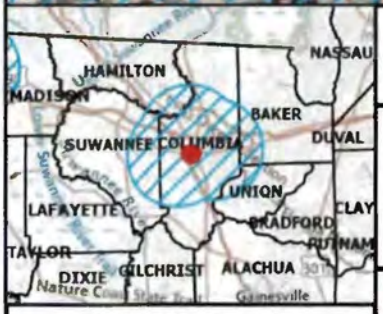
November 2025

Project Boundary

Landuse Type

- 1110: Low Density, Fixed Single Family Units
- 1400: Commercial and Services
- 2110: Improved Pastures
- 4200: Upland Hardwood Forests
- 6300: Wetland Forested Mixed
- 8200: Communications
- 8370: Surface Water Collection Basins





Columbia County, Florida

N
W E
S

0 75 150 300 Feet

Figure 5A: Threatened & Endangered Species - Wood Stork
Lake City Warehouse
1705 West US-90, Lake City, FL, 32055
ECS Project No. 55:8030

ECS

November 2025

Project Boundary

Wood Stork Core Foraging Area





Columbia County, Florida

N
W E
S

0 75 150 300 Feet

Figure 5B: Threatened & Endangered Species - Red Cockaded Woodpecker
Lake City Warehouse
1705 West US-90, Lake City, FL, 32055
ECS Project No. 55:8030

ECS

November 2025

Project Boundary

Red Cockaded Woodpecker Habitat Area





Columbia County, Florida

N
W E
S

0 75 150 300 Feet

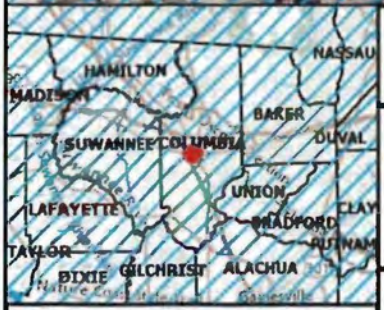
Figure 5C: Threatened & Endangered Species - Eastern Black Rail
Lake City Warehouse
1705 West US-90, Lake City, FL, 32055
ECS Project No. 55:8030

November 2025

Project Boundary

Eastern Black Rail Habitat Area





Columbia County, Florida

N
W E
S

0 75 150 300 Feet

Figure 5D: Threatened & Endangered Species - Tricolored Bat
Lake City Warehouse
1705 West US-90, Lake City, FL, 32055
ECS Project No. 55:8030

ECS

November 2025

Project Boundary

Tricolored Bat Consultation Area





Columbia County, Florida

N
W E
S

0 75 150 300 Feet

Figure 5E: Threatened & Endangered Species - Gopher Tortoise
Lake City Warehouse
1705 West US-90, Lake City, FL, 32055
ECS Project No. 55:8030

November 2025

Project Boundary

Gopher Tortoise Burrow Status

- Potentially Occupied
- Abandoned
- Juvenile

Appendix II: Site Photos



1 - Photo 1 Mixed forested upland



2 - Photo 2 Planted pine



3 - Photo 3 Cell tower



4 - Photo 4 Live oaks



5 - Photo 5 Oak and cedar



6 - GT-5



7 - GT-10



8 - GT-21

Appendix III: A List of Threatened and Endangered Species

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Columbia County, Florida



Local office

Florida Ecological Services Field Office

(352) 448-9151
(772) 562-4288
fw4flesregs@fws.gov

777 37th St
Suite D-101
Vero Beach, FL 32960-3559

https://www.fws.gov/office/florida-ecological-services

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Tricolored Bat Perimyotis subflavus Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

Birds

NAME	STATUS
Eastern Black Rail Laterallus jamaicensis ssp. jamaicensis Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10477	Threatened
Whooping Crane Grus americana No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/758	EXPN
Wood Stork Mycteria americana No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/8477	Threatened

NOT FOR CONSULTATION

Reptiles

NAME	STATUS
Eastern Indigo Snake Drymarchon couperi Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/646	Threatened
Southern Hognose Snake Heterodon simus Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/3248	Proposed Threatened

Insects

NAME	STATUS
Monarch Butterfly Danaus plexippus Wherever found There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/9743	Proposed Threatened

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act [2] and the Migratory Bird Treaty Act (MBTA) [1]. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

There are Bald Eagles and/or Golden Eagles in your project area.

Measures for Proactively Minimizing Eagle Impacts
For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the National Bald Eagle Management Guidelines. You may employ the timing and activity-specific distance recommendations in this document when designing your project/activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to Bald Eagle Nesting and Sensitivity to Human Activity.

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

If disturbance or take of eagles cannot be avoided, an incidental take permit may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the Do I Need A Permit Tool. For assistance making this determination for golden eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

Ensure Your Eagle List is Accurate and Complete

NOT FOR CONSULTATION

If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the Supplemental Information on Migratory Birds and Eagles, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

Review the FAQs
The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON
Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (▪)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (▪)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

▪ probability of presence ▪ breeding season | survey effort – no data

SPECIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Bald Eagle Non-BCC Vulnerable												

Bald & Golden Eagles FAQs

NOT FOR CONSULTATION

What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are an eagle (Bald and Golden Eagle Protection Act requirements may apply).

Proper interpretation and use of your eagle report

On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort line or no data line (red horizontal) means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide you in knowing when to implement avoidance and minimization measures to eliminate or reduce potential impacts from your project activities or get the appropriate permits should presence be confirmed.

How do I know if eagles are breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the RAIL Tool and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If an eagle on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your "IPaC PROBABILITY OF PRESENCE SUMMARY" at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:

The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

NOT FOR CONSULTATION

Migratory birds

The Migratory Bird Treaty Act (MBTA) [1] prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service).

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

Measures for Proactively Minimizing Migratory Bird Impacts

Your IPaC Migratory Bird list showcases birds of concern, including Birds of Conservation Concern (BCC), in your project location. This is not a comprehensive list of all birds found in your project area. However, you can help proactively minimize significant impacts to all birds at your project location by implementing the measures in the Nationwide avoidance and minimization measures for birds document, and any other project-specific avoidance and minimization measures suggested at the link Measures for avoiding and minimizing impacts to birds for the birds of concern on your list below.

Ensure Your Migratory Bird List is Accurate and Complete

If your project area is in a poorly surveyed area, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the Supplemental Information on Migratory Birds and Eagles document, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

Review the FAQs

The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON
American Kestrel Falco sparverius paulus This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9587	Breeds Apr 1 to Aug 31
Bachman's Sparrow Peucaea aestivalis This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/6177	Breeds May 1 to Sep 30
Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31
Brown-headed Nuthatch Sitta pusilla This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds Mar 1 to Jul 15
Chimney Swift Chaetura pelagica This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Mar 15 to Aug 25
Chuck-will's-widow Antrostomus carolinensis This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds May 10 to Jul 10
Coastal (wayne□s) Black-throated Green Warbler Setophaga virens waynei This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds May 1 to Aug 15
Grasshopper Sparrow Ammodramus savannarum perpallidus This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/8329	Breeds Jun 1 to Aug 20
Henslow's Sparrow Centronyx henslowii This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3941	Breeds elsewhere
King Rail Rallus elegans This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8936	Breeds May 1 to Sep 5

NOT FOR CONSULTATION

Lesser Yellowlegs Tringa flavipes This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9679	Breeds elsewhere
Painted Bunting Passerina ciris This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds Apr 25 to Aug 15
Pectoral Sandpiper Calidris melanotos This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Prairie Warbler Setophaga discolor This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 1 to Jul 31
Prothonotary Warbler Protonotaria citrea This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Apr 1 to Jul 31
Red-headed Woodpecker Melanerpes erythrocephalus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Sep 10
Semipalmated Sandpiper Calidris pusilla This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds elsewhere
Swallow-tailed Kite Elanoides forficatus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8938	Breeds Mar 10 to Jun 30
Wood Thrush Hylocichla mustelina This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Aug 31

DRAFT FOR CONSULTATION

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

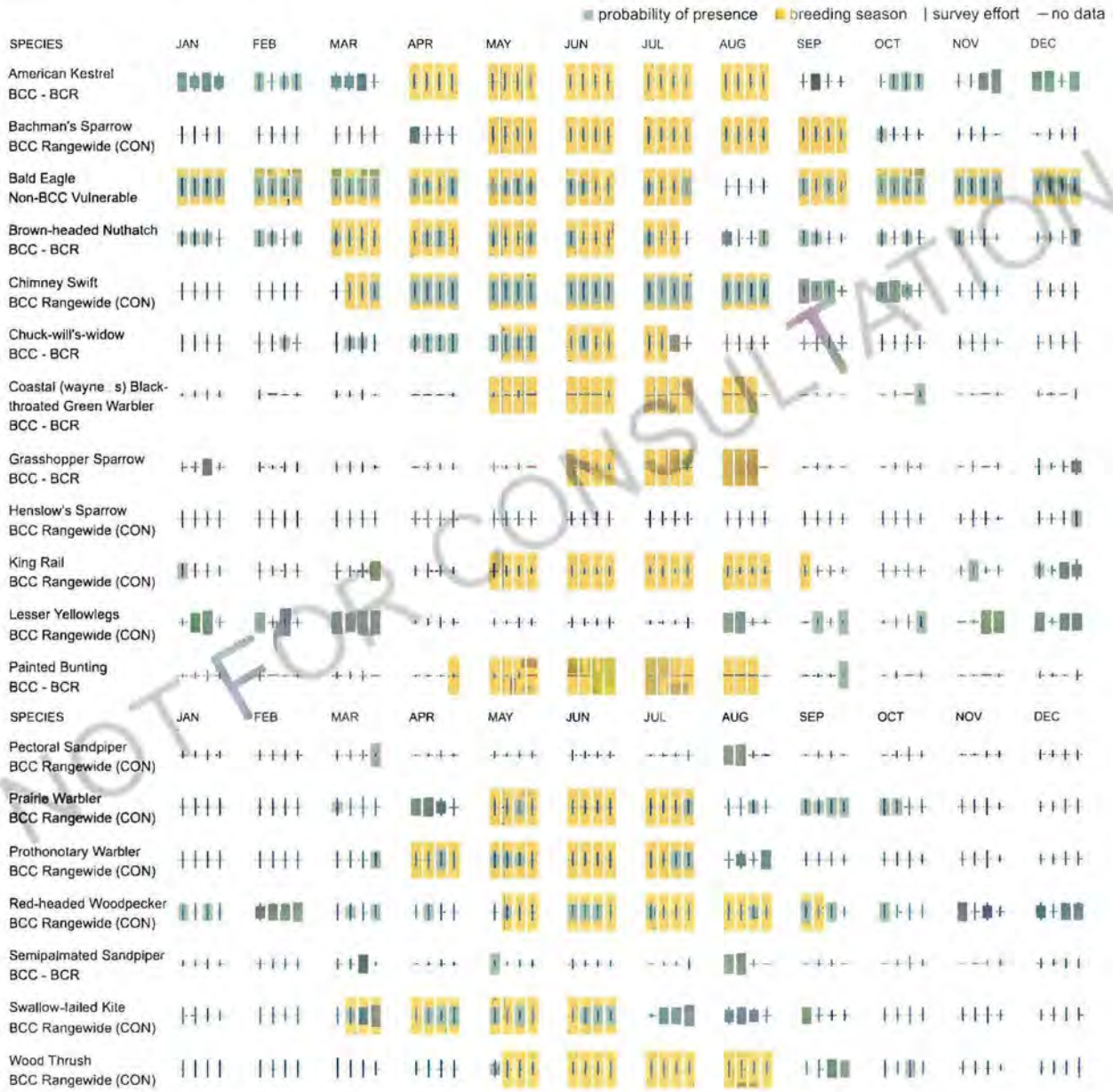
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



NOT FOR CONSULTATION

Migratory Bird FAQs

Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Avoidance & Minimization Measures for Birds describes measures that can help avoid and minimize impacts to all birds at any location year-round. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is one of the most effective ways to minimize impacts. To see when birds are most likely to occur and breed in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location, such as those listed under the Endangered Species Act or the Bald and Golden Eagle Protection Act and those species marked as "Vulnerable". See the FAQ "What are the levels of concern for migratory birds?" for more information on the levels of concern covered in the IPaC migratory bird species list.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) with which your project intersects. These species have been identified as warranting special attention because they are BCC species in that area, an eagle (Bald and Golden Eagle Protection Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, and to verify survey effort when no results present, please visit the Rapid Avian Information Locator (RAIL) Tool.

Why are subspecies showing up on my list?

Subspecies profiles are included on the list of species present in your project area because observations in the AKN for **the species** are being detected. If the species are present, that means that the subspecies may also be present. If a subspecies shows up on your list, you may need to rely on other resources to determine if that subspecies may be present (e.g. your local FWS field office, state surveys, your own surveys).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets.

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the RAIL Tool and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your "IPaC PROBABILITY OF PRESENCE SUMMARY" at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Bald and Golden Eagle Protection Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially BCC species. For more information on avoidance and minimization measures you can implement to help avoid and minimize migratory bird impacts, please see the FAQ "Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Proper interpretation and use of your migratory bird report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list does not represent all birds present in your project area. It is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide implementation of avoidance and minimization measures to eliminate or reduce potential impacts from your project activities, should presence be confirmed. To learn more about avoidance and minimization measures, visit the FAQ "Tell me about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:

NOT FOR CONSULTATION

The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

This location overlaps the following wetlands:

FRESHWATER
FORESTED/SHRUB WETLAND
PFO6C

A full description for each wetland code can be found at the National Wetlands Inventory website

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

Data limitations

NOT FOR CONSULTATION

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

NOT FOR CONSULTATION

1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
850-681-9364 fax
www.fnai.org

Florida Natural Areas Inventory

Biodiversity Matrix Query Results

UNOFFICIAL REPORT
Created 11/19/2025

(Contact the FNAI Data Services Coordinator at 850.224.8207 or kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 1 Matrix Unit: 22130



Descriptions

DOCUMENTED - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit.

DOCUMENTED-HISTORIC - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit; however the occurrence has not been observed/reported within the last twenty years.

LIKELY - The species or community is *known* to occur in this vicinity, and is considered likely within this Matrix Unit because:

1. documented occurrence overlaps this and adjacent Matrix Units, but the documentation isn't precise enough to indicate which of those Units the species or community is actually located in; *or*
2. there is a documented occurrence in the vicinity and there is suitable habitat for that species or community within this Matrix Unit.

POTENTIAL - This Matrix Unit lies within the known or predicted range of the species or community based on expert knowledge and environmental variables such as climate, soils, topography, and landcover.

Matrix Unit ID: 22130

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

1 **Likely** Element Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Mycteria americana Wood Stork	G4	S2	T	FT

Matrix Unit ID: 22130

20 **Potential** Elements for Matrix Unit 22130

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Agrimonia incisa incised groove-bur	G3	S2	N	T
Asplenium x curtissii Curtiss' spleenwort	GNA	S1	N	N
Asplenium x heteroresiliens Morzenti's spleenwort	G2	S1	N	N
Asplenium x plenum ruffled spleenwort	G1Q	S1	N	N
Athene cunicularia floridana Florida Burrowing Owl	G4T3	S3	N	ST
Brickellia cordifolia Flyr's brickell-bush	G3	S2	N	E
Cordulegaster sayi Say's Spiketail	G3	S3	N	N
Ctenium floridanum Florida toothache grass	G2	S2	N	E

Drymarchon couperi Eastern Indigo Snake	G3	S2?	T	FT
Dryobates borealis Red-cockaded Woodpecker	G3	S2	E, PT	FE
Gopherus polyphemus Gopher Tortoise	G3	S3	C	ST
Hartwrightia floridana hartwrightia	G2	S2	N	T
Heterodon simus Southern Hognose Snake	G2	S2S3	N	N
Lithobates capito Gopher Frog	G2G3	S3	N	N
Matelea floridana Florida spiny-pod	G2	S2	N	E
Myotis austroriparius Southeastern Myotis	G4	S3	N	N
Notophthalmus perstriatus Striped Newt	G2G3	S2	N	C
Peucaea aestivalis Bachman's Sparrow	G3	S3	N	N
Salix floridana Florida willow	G2G3	S2S3	N	E
Sciurus niger niger Southeastern Fox Squirrel	G5T5	S3	N	N

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report

These results are considered unofficial. FNAI offers a Standard Data Request option for those needing certifiable data.

November 21, 2025

Work Order No. 25-476.00
File No. 131D-40.00A

BJs Wholesale Parcel

A portion of Section 36, Township 3 South, Range 16 East, Columbia County, Florida, being a portion of those lands described and recorded in Official Records Book 1498, page 223, of the Public Records of said county, be more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 36; thence South 00°01'57" East, along the Easterly line of said Section 36, a distance of 208.00 feet to a point lying on the Easterly prolongation of the Northerly line of those lands described and recorded in Official Records Book 1529, page 27, of said Public Records; thence North 89°06'16" West, along said Easterly prolongation and along said Northerly line, 509.88 feet; thence North 88°24'50" West, continuing along said Northerly line, 518.45 feet; thence South 88°50'53" West, continuing along said Northerly line, 179.56 feet to the Northwest corner of last said lands; thence South 03°08'50" West, along long the Westerly line of said Official Records Book 1529, page 27, a distance of 501.41 feet to the Southwest corner thereof and the Point of Beginning.

From said Point of Beginning; thence South 03°08'50" West, 154.06 feet to a point lying on the Northerly line of those lands described and recorded in Official Records Book 1198, page 345, of said Public Records; thence South 52°43'31" East, along said Northerly line, 396.47 feet to the Northeast corner of those lands described and recorded in Official Records Book 1241, page 207, of said Public Records; thence South 03°16'24" West, along the Easterly line of last said lands, 400.61 feet to the Northwest corner of those lands described and recorded in Official Records Book 1292, page 2349, of said Public Records; thence North 64°56'00" East, departing last said Easterly line and along the Northerly line of said Official Records Book 1292, page 2349, a distance of 368.70 feet to the Northwest corner thereof; thence South 03°14'15" West, along the Easterly line of said Official Records Book 1292, page 2349 and along the Easterly line of those lands described and recorded in Official Records Book 1279, page 116, of said Public Records, a distance of 321.56 feet to the Southeast corner of last said lands, said corner lying on the Northerly right of way line of State Road No. 10 (US Highway 90), a 100 foot right of way as depicted on Florida Department of Transportation Right of Way Map Section 29010; thence North 64°53'26" East, along said Northerly right of way line, 508.63 feet to a point on a non-tangent curve concave Northwesterly having a radius of 4533.66 feet; thence Northeasterly continuing along said Northerly right of way line and along the arc of said curve, through a central angle of 01°58'42", an arc length of 156.53 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 63°40'27" East, 156.52 feet; thence North 00°01'57" West, departing said Northerly right of way line and along a non-tangent line, 655.84 feet to a point lying on the Southerly line of said Official Records Book 1529, page 27; thence North 89°09'28" West, along said Southerly line, 1200.58 feet to the Point of Beginning.

Containing 17.84 acres, more or less.

November 21, 2025

Work Order No. 25-476.00
File No. 131D-40.00A

BJs Wholesale Parcel

A portion of Section 36, Township 3 South, Range 16 East, Columbia County, Florida, being a portion of those lands described and recorded in Official Records Book 1498, page 223, of the Public Records of said county, be more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 36; thence South 00°01'57" East, along the Easterly line of said Section 36, a distance of 208.00 feet to a point lying on the Easterly prolongation of the Northerly line of those lands described and recorded in Official Records Book 1529, page 27, of said Public Records; thence North 89°06'16" West, along said Easterly prolongation and along said Northerly line, 509.88 feet; thence North 88°24'50" West, continuing along said Northerly line, 518.45 feet; thence South 88°50'53" West, continuing along said Northerly line, 179.56 feet to the Northwest corner of last said lands; thence South 03°08'50" West, along long the Westerly line of said Official Records Book 1529, page 27, a distance of 501.41 feet to the Southwest corner thereof and the Point of Beginning.

From said Point of Beginning; thence South 03°08'50" West, 154.06 feet to a point lying on the Northerly line of those lands described and recorded in Official Records Book 1198, page 345, of said Public Records; thence South 52°43'31" East, along said Northerly line, 396.47 feet to the Northeast corner of those lands described and recorded in Official Records Book 1241, page 207, of said Public Records; thence South 03°16'24" West, along the Easterly line of last said lands, 400.61 feet to the Northwest corner of those lands described and recorded in Official Records Book 1292, page 2349, of said Public Records; thence North 64°56'00" East, departing last said Easterly line and along the Northerly line of said Official Records Book 1292, page 2349, a distance of 368.70 feet to the Northwest corner thereof; thence South 03°14'15" West, along the Easterly line of said Official Records Book 1292, page 2349 and along the Easterly line of those lands described and recorded in Official Records Book 1279, page 116, of said Public Records, a distance of 321.56 feet to the Southeast corner of last said lands, said corner lying on the Northerly right of way line of State Road No. 10 (US Highway 90), a 100 foot right of way as depicted on Florida Department of Transportation Right of Way Map Section 29010; thence North 64°53'26" East, along said Northerly right of way line, 508.63 feet to a point on a non-tangent curve concave Northwesterly having a radius of 4533.66 feet; thence Northeasterly continuing along said Northerly right of way line and along the arc of said curve, through a central angle of 01°58'42", an arc length of 156.53 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 63°40'27" East, 156.52 feet; thence North 00°01'57" West, departing said Northerly right of way line and along a non-tangent line, 655.84 feet to a point lying on the Southerly line of said Official Records Book 1529, page 27; thence North 89°09'28" West, along said Southerly line, 1200.58 feet to the Point of Beginning.

Containing 17.84 acres, more or less.

ETM SURVEYING & MAPPING
14775 Old St. Augustine Road, Jacksonville, Florida 32258
etminc.com | 904.642.8550

November 21, 2025

Work Order No. 25-476.00
File No. 131D-40.00B

BJs Annex Parcel

A portion of Section 36, Township 3 South, Range 16 East, Columbia County, Florida, being a portion of those lands described and recorded in Official Records Book 1498, page 223, of the Public Records of said county, be more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 36; thence South 00°01'57" East, along the Easterly line of said Section 36, a distance of 208.00 feet to a point lying on the Easterly prolongation of the Northerly line of those lands described and recorded in Official Records Book 1529, page 27, of said Public Records; thence North 89°06'16" West, along said Easterly prolongation and along said Northerly line, 509.88 feet; thence North 88°24'50" West, continuing along said Northerly line, 518.45 feet; thence South 88°50'53" West, continuing along said Northerly line, 179.56 feet to the Northwest corner of last said lands; thence South 03°08'50" West, along long the Westerly line of said Official Records Book 1529, page 27, a distance of 501.41 feet to the Southwest corner thereof; thence South 89°09'28" East, along the Southerly line of last said lands, 1200.58 feet to the Point of Beginning.

From said Point of Beginning, thence continue South 89°09'28" East, along said Southerly line of Official Records Book 1529, page 27, a distance of 20.00 feet to the Southeast corner thereof, said corner lying on the Westerly line of NW Hackney Terrace (apparent 30 foot right of way per local recognition); thence South 00°01'57" East, along said Westerly line, 645.16 feet to the Southeast corner of said Official Records Book 1498, page 223, said corner lying on the Northerly right of way line of State Road No. 10 (US Highway 90), a 100 foot right of way as depicted on Florida Department of Transportation Right of Way Map Section 29010; said point lying on a non-tangent curve concave Northwesterly having a radius of 4533.66 feet; thence Southwesterly along said Northerly right of way line and along the arc of said curve, through a central angle of 00°17'05", an arc length of 22.53 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 62°32'33" West, 22.53 feet; thence North 00°01'57" West, departing said Northerly right of way line and along a non-tangent line, 655.84 feet to the Point of Beginning.

Containing 13,010 square feet, more or less.

This instrument prepared by and should be returned to:
East Coast Title
426 Canal Street
New Smyrna Beach FL
32168

Parcel Identification No.: 36-3S-16-02590-001

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 7 day of August, 2023, between **NOBLE RED, LLC, a Florida limited liability company**, whose address is 1511 South Riverside Drive, New Smyrna Beach, Florida 32168 (the "**Grantor**") and **CP LAKE CITY LLC, a Michigan limited liability company**, whose address is 2207 Orchard Lake Road, Sylvan Lake, Michigan 48320 (the "**Grantee**").

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors of assigns of corporations, trust and trustees.)

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten AND NO/100 Dollars ($10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Columbia County, Florida, to wit:

See Exhibit "A" attached hereto (the "Property")

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

TO HAVE AND TO HOLD in fee simple forever.

PROVIDED, HOWEVER, the conveyance made herein is subject to (a) property taxes and assessments for the year 2023, and subsequent years which are not yet due and payable; and (b) covenants, conditions, restrictions, reservations, limitations, and easements currently recorded in the public records of Columbia County, Florida.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said Property; that Grantor has good right and lawful authority to sell and convey said Property; that the Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but otherwise against none other.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

Grantor:

Witnessed by:

NOBLE RED, LLC,
A Florida limited liability company

Witness Signature

By: The Spectre Group, Inc.,
A Delaware corporation
Its Manager and Sole Member

BOBBIE L HAYNES
Witness Signature (print/type)

By: _____
David C. Cloutier
President

Witness Signature

Kayla H. Shook
Witness Name (print/type)

STATE OF Florida
COUNTY OF Volusia

The foregoing was acknowledged before me by means of ☑ physical presence or by ☐ online notarization, this 7 day of August, 2023 by David C. Cloutier, President of The Spectre Group, Inc., a Delaware corporation, the Manager and Sole Member of Noble Red, LLC, a Florida limited liability company, on behalf of said company. He is ( ) personally known to me or (✓) has produced DL as identification.

[SEAL]

BOBBIE L. HAYNES
MY COMMISSION # HH 285908
EXPIRES: August 4, 2026

Notary Public Signature
Print Name: BOBBIE L HAYNES
My Commission Expires: _____

Exhibit "A"
Property Description

All of that property located in Lake City, Columbia County, Florida described as follows:

Commence at the Northeast corner of the NE 1/4 of SE 1/4, Section 36, Township 3 South, Range 16 East, Columbia County, Florida, and run thence S 0 degrees 01'57" E along the East line of said Section 36, 208.00 feet, thence N 89 degrees 06'16" W, 15.00 feet to a fence corner and the point of beginning, thence continue N 89 degrees 06'16" W along said fence, 494.88 feet, thence N 88 degrees 24'50" W along said fence, 518.45 feet, thence S 88 degrees 50'53" W along said fence, 179.56 feet. thence S 3 degrees 08'50" W, 655.47 feet, thence S 52 degrees 43'31" E, 396.47 feet, thence S 3 degrees 16'24" W, 400.61 feet, thence N 64 degrees 56'00" E, 368.70 feet, thence S 3 degrees 14'15" W, 321.56 feet to the North right-of-way line of State Road No. 10 (U.S. Highway 90), thence N 64 degrees 53'26" E along said North right-of-way line, 508.63 feet to a point of curve, thence N 63 degrees 31'54" E along a chord of a curve concave to the left having a radius of 4533.66 feet, 179.05 feet to the West line of a 30-foot easement for Hackney Lane, thence N 0 degrees 01'57" W along said West line and parallel to the East line of said Section 36, 1145.72 feet to the point of beginning. Less and except the North 500 feet thereof. Said lands being a part of the NE 1/4 of SE 1/4 and the SE 1/4 of SE 1/4 of said Section 36.

Kyle Keen, CFC
Columbia County Tax Collector

2025 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

9146.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R02590-001		2

THIS BILL IS FULLY PAID

1705 US HIGHWAY 90 W LAKE CITY 32055
COMM NE COR OF NE1/4 OF SE1/4, RUN S 208 FT, W 15 FT FOR POB, CONT W 1192.89 FT, S 655.47

CP LAKE CITY LLC
2207 ORCHARD LAKE RD
SYLVAN LAKE MI 48320

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	1,441,203	7.8150	0	1,441,203	11,263.00
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	1,441,203	0.7480	0	1,441,203	1,078.02
LOCAL	1,441,203	3.1010	0	1,441,203	4,469.17
CAPITAL OUTLAY	1,441,203	1.5000	0	1,441,203	2,161.80
SUWANNEE RIVER WATER MGT DIST					
WATER MGT	1,441,203	0.2812	0	1,441,203	405.27
LAKE SHORE HOSPITAL AUTHORITY					
LK SHORE	1,441,203	0.0001	0	1,441,203	0.14

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

TOTAL MILLAGE	13.4453	**AD VALOREM TAXES**	**19,377.40**

NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		RATE	AMOUNT
FFIR	FIRE ASSESSMENTS	1.00 Unit @303.9800	211.59

SAVE TIME PAY ONLINE @ www.columbiataxcollector.com

NON AD VALOREM ASSESSMENTS		**211.59**
COMBINED TAXES AND ASSESSMENTS	**19,588.99**	**See reverse side for important information**

Paid In Full	Taxes	Discount / Interest	Fees	Payments	Amount Due
	19,588.99	0.00	0.00	19,588.99	0.00

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

Kyle Keen, CFC
Columbia County Tax Collector

2025 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

9146.0000

PARCEL NUMBER	ESCROW CD	Millage Code
R02590-001		2

THIS BILL IS FULLY PAID

1705 US HIGHWAY 90 W LAKE CITY 32055
COMM NE COR OF NE1/4 OF SE1/4, RUN S 208 FT, W 15 FT FOR POB, CONT W 1192.89 FT, S 655.47

CP LAKE CITY LLC
2207 ORCHARD LAKE RD
SYLVAN LAKE MI 48320

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
	19,588.99	0.00	0.00	19,588.99	0.00

Receipt(s) 2025-905259 on 03/25/26 for $19,588.99 by NA PPReal

Building and Zoning Department

Comprehensive Plan Amendment Application

Invoice

75927

Applicant Information

Lindsay Haga
1750 US 90

Invoice Date

04/14/2026

Permit #

CPA260401

Amount Due

$1,750.00

Job Location
Parcel: 36-3S-16-02590-001
Owner: CP LAKE CITY LLC, ,
Address: 1750 US 90

Contractor Information

Invoice History

Date	Description	Amount
04/14/2026	Fee: Amend the Future Land Use Plan Map of the Comprehensive Plan - Small Scale Amendment	$1750.00
	Amount Due:	**$1750.00**

Credit card payments can be made online here (fees apply)

Fee balances are not immediately updated using online Credit Card. If you have paid permit fees using the online application site or by another method such as check or cash, please allow time for your payment to be processed.

Contact Us

Phone:
(386) 758-1008

Customer Service Hours:
Monday-Friday
From 8:00 A.M. to 4:30 P.M.

Email:
bldginfo@columbiacountyfla.com

Website:
http://www.columbiacountyfla.com/BuildingandZoning.asp

Address:
Building and Zoning Ste. B-21
135 NE Hernando Ave.
Lake City, FL 32055

Inspection Office Hours

Monday - Friday
From 8:00 AM to 10:00 AM
and
From 1:30 PM to 3:00 PM

Regular Inspection Schedules

All areas North of County Road 242
From 10:00 AM to Noon

All areas South of County Road 242
From 3:00 PM to 5:00 PM

Inspection Requests

Online: (Preferred Method)
www.columbiacountyfla.com/InspectionRequest.asp

Voice Mail: 386-719-2023 or Phone: 386-758-1008

All Driveway Inspections: 386-758-1019

Septic Release Inspections: 386-758-1058

IMPORTANT NOTICE:
Any inspection requested after 4:30 pm, no matter the method, will be received the next business day and will be scheduled by the earliest time slot.

All inspections require 24 hours notice.
Emergencies will be inspected as soon as possible.

Zoning Department

Receipt Of Payment

Applicant Information	Method	Date of Payment	Payment #	Amount of Payment
Lindsay Haga 1750 US 90	Credit Card 16097190	04/29/2026	773247	**$1750.00**

AppID: 75927 Development #: CPA260401
Comprehensive Plan Amendment
Parcel: 36-3S-16-02590-001
Address: 1750 US 90

Contact Us

Phone:
(386) 719-1474
Customer Service Hours:
Monday-Friday
From 8:00 A.M. to 5:00 P.M.

Email:
zoneinfo@columbiacountyfla.com

Website:
http://www.columbiacountyfla.com/BuildingandZoning.asp

Address:
Building and Zoning
135 NE Hernando Ave.
Lake City, FL 32055

Payment History

Date	Description	Amount
04/14/2026	Fee: Amend the Future Land Use Plan Map of the Comprehensive Plan - Small Scale Amendment	$1750.00
04/29/2026	Payment: Credit Card 16097190	($1750.00)
		$0.00

NOTICE OF PUBLIC HEARING

CONCERNING A 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 Comprehensive Plan Amendment as described below, will be heard by the Planning and Zoning Board of Columbia County, Florida, at a public hearing on June 25th, 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.

CPA260401 – A petition by Lindsay Haga, agent for CP Lake Citty LLC, requesting a Future Land Use Map change from Residential Low to Commercial on the lands described as follows: A portion of Parcel # 36-3S-16-02590-001: COMM NE COR OF NE1/4 OF SE1/4, RUN S 208 FT, W 15 FT FOR POB, CONT W 1192.89 FT, S 655.47 FT, SE 396.47 FT, S 400.61 FT, NE 368.70 FT, S 321.56 FT TO N R/W US-90, NE ALONG R/W 687.68 FT, N 1145.72 FT TO POB, EX THE N 500 FT. 689-610, 799-2247, 818-1672, DC 824-1762,1765, 832-944, 851-388, 867-381, 932-1312, 948-1071, 970-2581, WD 1017-279, WD 1048-565, WD 1332-1205, WD 1439-1242, WD 1493-1147, WD 1498-223

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 Future Land Use Map Amendment. Copies of the Comprehensive Plan Amendment 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

Department: Public Works Meeting Dat e: 8/20/2026

1. Nature and purpose of agenda item:

   Sand Mining Lease Agreement between Columbia County and Nutrien. This agreement is for the limited purpose of extracting and removing sand necessary for the Class III expansion at the County's Solid Waste Facility.

2. Recommended Motion/Action:

   Approve Nutrien Sand Lease

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



MEMORANDUM

TO: David Kraus, County Manager

FROM: Kevin Kirby, Assistant Manager

DATE: August 10, 2026

RE: Columbia County Sand Mining Lease Agreement- Nutrien

Attached you will find the Sand Mining Lease Agreement between Columbia County and Nutrien. This agreement is for the limited purpose of extracting and removing sand necessary for the Class III expansion at the County's Solid Waste Facility.

The leased premises include reasonable areas for stockpiling, processing (if any), and loading of sand, and for ingress and egress as necessary to conduct the mining operation. The term of this lease shall commence on the effective date and shall continue for a period of five (5) years or until a total of 40,000 cubic yards of sand have been removed from the leased premises, whichever occurs first.

Should you need any additional information, please feel free to contact me.

SAND MINING LEASE AGREEMENT

This Sand Mining Lease Agreement (the “Lease”) is made and entered into as of the date of last signature below (the "Effective Date"), by and between **WHITE SPRINGS AGRICULTURAL CHEMICALS, INC.**, whose address is 15843 SE 78th Street, White Springs, FL 32096 (“Lessor”), and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 135 NE Hernando Ave, Suite 203 Lake City, Florida 32056 (the “County” or “Lessee”).

Recitals:

WHEREAS, Lessor is the owner in fee simple of certain real property located in Columbia County, Florida, more particularly described in Exhibit A attached hereto (the “Property”), it being noted that any map included therein is for illustrative purposes only and does not constitute a legal survey or guarantee of boundaries;

WHEREAS, the County desires to lease a portion of the Property for the purpose of mining and extracting sand for municipal use in public projects;

WHEREAS, Lessor represents that it has the authority to enter into this Lease and to grant the rights herein, and is willing to lease the Property for such use; and

WHEREAS, the parties desire to set forth their respective rights and obligations regarding the leasing of the Property for sand mining, consistent with all applicable laws and regulations;

WHEREAS, prior to the execution of this Lease, the County, through the County Engineer, has had the opportunity to inspect and test the Property for its suitability for the County's intended sand mining operations and has performed its own due diligence regarding the physical condition and characteristics of the Property and its fitness for such purposes, and the County is satisfied with the results thereof;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Lease of Premises and Purpose**

a. Lease of Premises: Lessor hereby leases to the County, and the County hereby leases from Lessor, that portion of the Property described in Exhibit A (the “Leased Premises”) for the limited purpose of extracting and removing sand. The Leased Premises include reasonable areas for stockpiling, processing (if any), and loading of sand, and for ingress and egress as necessary to conduct the mining operations.

b. Purpose: The County shall use the Leased Premises exclusively for the excavation, stockpiling, and removal of sand (and overburden as needed) for use in the County’s

municipal projects and not for resale or third-party commercial use, unless otherwise agreed in writing. Any use of the Leased Premises other than for sand mining and related activities (e.g. constructing access roads, temporary facilities for equipment maintenance, etc.) is prohibited without Lessor's prior written consent. The County shall not extract or remove any minerals or materials other than sand (and minor amounts of other natural materials incidental thereto) unless expressly authorized by Lessor. Lessor reserves all other rights to the Property not inconsistent with the rights expressly granted to the County under this Lease.

2. **Term of Lease**

a. Term: The term of this Lease (the "Term") shall commence on the Effective Date (as defined above) and shall continue for a period of five (5) years or until a total of 40,000 cubic yards of sand have been removed from the Leased Premises, whichever occurs first. The Lease shall automatically terminate upon the first to occur of: (a) the expiration of five years from the Effective Date; or (b) the extraction and removal of 40,000 cubic yards of sand by the County from the site. The County shall maintain accurate records of all sand volumes removed (as detailed in Section 9 below) to determine when the volume threshold has been reached.

b. Extension or Renewal: This Lease may be extended or renewed beyond the Term only by a written amendment or new agreement executed by both parties, subject to approval by the Columbia County Board of County Commissioners and any other required authority. Lessor is under no obligation to extend or renew the Lease beyond the stated Term.

c. Early Termination: Notwithstanding the foregoing fixed Term, this Lease may be terminated earlier as provided in Section 13 (Termination) below, including but not limited to termination for default or for failure of conditions. Upon any termination or expiration of this Lease, the County shall promptly cease all mining activities and perform the reclamation and restoration obligations as set forth herein.

3. Permits and Compliance with Laws

a. Permits and Approvals: The County shall be solely responsible for obtaining, maintaining, and complying with all necessary permits, licenses, and approvals from all applicable local, state, and federal governmental agencies for the mining, excavation, removal, and transportation of sand from the Property. Such permits and approvals include, without limitation, any required Environmental Resource Permit ("ERP") or other environmental permits, any stormwater or wetlands permits, reclamation plan approvals, zoning or land use approvals, special use permits, and any required federal permits for mining or transportation. Prior to commencing any land clearing, mining, or removal of sand, the County shall secure all necessary federal, state, and local approvals and provide copies of the same to Lessor. The County shall bear all costs associated with permit application, issuance, and compliance. If any required permit or approval is denied, revoked, or not renewed such that the County cannot lawfully conduct the operations contemplated, the County shall promptly notify Lessor and shall suspend or cease operations as necessary until the permit issue is resolved, and if not resolved within a reasonable time, such circumstance shall be grounds for termination as provided in Section 13.

b. Compliance with Laws: The County shall, at its sole cost and expense, conduct all activities on the Leased Premises in compliance with all applicable laws, regulations, rules, and ordinances, including but not limited to: Florida Statutes Chapter 378 (Land Reclamation Act) and the rules promulgated thereunder; Florida Department of Environmental Protection ("DEP") regulations (including Chapter 62C-39, Florida Administrative Code, governing reclamation of resources such as sand); Part IV of Chapter 373, Florida Statutes and Chapter 62-330, F.A.C. (environmental resource permitting and wetland protection); Chapter 163, Florida Statutes (land use and comprehensive planning requirements) as implemented by Hamilton County's land development regulations; all applicable Florida environmental laws (including Chapter 403, Florida Statutes, regarding pollution control); Florida mineral rights laws; any local ordinances or regulations of Hamilton County applicable to excavation or mining, and any applicable state or Federal health and safety laws including OSHA and MSHA. The County shall also comply with all conditions of any permits or approvals obtained for the project. The County is responsible for determining and ensuring compliance with all legal requirements; any failure to do so shall be a material breach of this Lease.

c. No Waiver of Sovereign Immunity: Nothing in this Lease shall be construed as an assumption by Lessor of any responsibility for permitting or regulatory compliance. Further, nothing in this Lease is intended as or shall be deemed to be a waiver of the County's sovereign immunity or the limitations on the County's liability provided in Section 768.28, Florida Statutes. The County's obligations to obtain insurance and indemnify the Lessor are subject to the monetary limitations and other provisions of Florida law governing sovereign immunity, as addressed in Sections 7 and 8 below.

4. Representations and Warranties; Disclaimer of Representations and Warranties

a. **As-Is, Where-Is; Disclaimer of Representations and Warranties**. Lessee expressly acknowledges, stipulates, and agrees that it is entering into this Lease and accepting possession of the Property, together with all improvements, fixtures, rights, minerals, appurtenances, and interests appertaining thereto, strictly on an **"AS-IS, WHERE-IS, WITH ALL FAULTS"** basis, in the Property's existing state and condition, whether patent or latent, known or unknown, presently existing or hereafter arising. Lessee further acknowledges that: (a) Lessee is a sophisticated party with experience in mineral extraction operations; (b) Lessee, either independently or through consultants of its choosing, has been afforded full, complete, and unrestricted access to the Property and to all books, records, reports, surveys, tests, borings, engineering data, reserve studies, governmental filings, environmental assessments, and any other information in Lessor's possession or control that Lessee has requested; (c) Lessee has had the unrestricted right and ample opportunity to inspect, investigate, sample, test, and examine every aspect of the Property, including, without limitation, topography, subsurface resources, quantity and quality of sand and other minerals, environmental conditions, geotechnical stability, drainage, utilities, zoning and land-use classifications, compliance with applicable federal, state, and local laws, ordinances, regulations, and orders (collectively, "Applicable Law"), the presence or absence of Hazardous Materials (as that term is defined under Applicable Law), and the suitability or feasibility of the Property for Lessee's intended mining, processing, stockpiling, and related operations; and (d) all such inspections, investigations, examinations, and due

diligence reviews, if any, have been conducted to Lessee's full satisfaction in scope, content, and timing.

b. Accordingly, Lessor makes and shall be deemed to have made NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, (ii) ANY WARRANTY REGARDING GEOLOGY, GEOTECHNICAL CONDITIONS, OR THE PRESENCE, QUALITY, QUANTITY, OR COMMERCIAL VALUE OF SAND OR OTHER MINERAL RESERVES, (iii) ANY WARRANTY AS TO THE TRUTH, ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY DATA, REPORTS, OR OTHER INFORMATION FURNISHED OR MADE AVAILABLE TO LESSEE BY OR ON BEHALF OF LESSOR, WHETHER OR NOT SUCH INFORMATION WAS PREPARED BY LESSOR, (iv) ANY WARRANTY THAT THE PROPERTY NOW OR IN THE FUTURE WILL COMPLY WITH APPLICABLE LAW OR WILL BE SUITABLE FOR LESSEE'S BUSINESS PLANS OR PERMITTED USES, OR (v) ANY WARRANTY AGAINST THE PRESENCE OF HAZARDOUS MATERIALS, WASTE DUMPS, OR OTHER CONTAMINATION, WHETHER PRE-EXISTING OR ARISING AFTER THE COMMENCEMENT DATE. No employee, agent, broker, attorney, engineer, consultant, or other representative of Lessor is authorized to make, and Lessee agrees that it has not relied upon, any statement, promise, representation, guaranty, or warranty of any kind, oral or written, concerning the Property, except as may be expressly set forth in this Lease. Any such unauthorized statement shall be of no force or effect whatsoever.

c. Lessee hereby irrevocably releases, discharges, and waives any and all claims, demands, causes of action, costs, expenses, and liabilities of every kind, known or unknown, fixed or contingent, that Lessee or its successors or assigns may now or hereafter have against Lessor or Lessor's partners, members, shareholders, officers, directors, managers, employees, agents, or representatives arising out of or in any way related to (i) the physical, environmental, geological, or regulatory condition of the Property, (ii) the presence, release, or remediation of Hazardous Materials on, under, about, or migrating to or from the Property, and (iii) the suitability, feasibility, or fitness of the Property for Lessee's intended use, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS FOR CONTRIBUTION OR INDEMNITY UNDER CERCLA OR ANY OTHER ENVIRONMENTAL STATUTE, REGULATION, OR COMMON-LAW THEORY, REGARDLESS OF WHETHER ARISING FROM STRICT LIABILITY OR THE NEGLIGENCE (SOLE, JOINT, OR CONCURRENT), FAULT, OR OTHER ACT OR OMISSION OF LESSOR. The foregoing release shall survive the execution, delivery, and termination of this Lease and shall be binding upon Lessee's successors and assigns. Lessee further covenants that its execution of this Lease and acceptance of possession shall constitute conclusive evidence that Lessee is satisfied with the Property in all respects and that Lessee has not relied upon any statement, representation, or warranty of Lessor or of any other person acting or purporting to act on Lessor's behalf not expressly set forth herein.

d. Lessor's Representations and Warranties: Notwithstanding the above, Lessor represents and warrants to the County that: (a) Lessor is the sole fee simple owner of the Property, including the Leased Premises, and has good and marketable title thereto free of any encumbrances or third-party rights that would prevent or interfere with the rights granted to the County under this

Lease; (b) Lessor owns and/or controls all mineral and material rights on the Property (including rights to sand and all substances to be extracted) and has full right, power, and authority to lease the Leased Premises to the County for sand mining and removal, and to grant the rights herein without obtaining consents from any third party; (c) Lessor's execution and delivery of this Lease, and Lessor's performance of its obligations hereunder, have been duly authorized and will not conflict with or result in a breach of any other agreement or legal obligation of Lessor; (d) no person or entity other than the County has any lease, option, or other interest in the sand, soil, or mineral estate of the Leased Premises, nor any agreement or right that would impair or be inconsistent with the rights granted to the County under this Lease; (e) To the best of Lessor's knowledge, the Property (including the Leased Premises) is currently in compliance with all applicable land use, zoning, and environmental regulations, however Lessor has not undertaken, and will not undertake, any assessment regarding the ability to permit a sand mine operation on the Property (including the Leased Premises) and does not warrant or represent that sand mining is an allowable use; all such due diligence regarding land use, zoning, and environmental regulations is solely the responsibility of Lessee.; and (f) there is no litigation, proceeding, or governmental investigation pending or threatened against Lessor or the Property that would adversely affect Lessor's ability to perform under this Lease or the County's peaceful use of the Leased Premises for the purposes stated.

e. County's Representations and Warranties: The County represents and warrants to Lessor that: (a) the County (through its Board of County Commissioners) has full power and authority to enter into and perform this Lease, and has obtained all necessary approvals to do so; (b) this Lease has been duly approved and executed in accordance with all applicable public procurement and governing laws, and is a valid and binding obligation of the County, enforceable against the County in accordance with its terms (subject to sovereign immunity limitations as noted); (c) the County's use of the Leased Premises will be for official municipal purposes (specifically, extraction of sand for public use) and not for private commercial gain; and (d) the County will conduct its operations in a safe and workmanlike manner and in compliance with law as provided herein. The person(s) signing this Lease on behalf of the County represent that they have the authority to do so.

5. Access and Operations on the Property

a. Access Rights: Lessor hereby grants to the County, its employees, contractors, and agents, the right to enter and have continuing access to the Leased Premises for the duration of the Term, for the purpose of conducting sand mining and all associated activities permitted under this Lease. The County and its contractors shall have access to the Leased Premises at all reasonable times, including nights or weekends as necessary (subject to any limitations in applicable permits or local noise ordinances), to conduct its operations. The County shall use designated access routes to and from the public roadway as identified in Exhibit A or otherwise approved by Lessor. The County is responsible for constructing, improving, or stabilizing any internal haul roads on the Property needed for its operations, at its own cost, and shall maintain such roads in a condition that prevents unreasonable damage to the Property or inconvenience to Lessor. The County shall not unreasonably interfere with Lessor's use of or access to any portion of the Property outside the Leased Premises, and shall coordinate with Lessor regarding entry points and traffic to ensure safety and minimize disruption.

b. Operational Requirements: The County shall conduct all excavation, mining, and hauling operations in a safe, orderly, and efficient manner consistent with industry best practices and all permit requirements. The County shall confine its operations to the Leased Premises and shall not disturb any land outside the agreed mining area. Overburden or topsoil removed to access sand shall be handled and stockpiled in accordance with the reclamation plan (see Section 12) or as reasonably directed by Lessor if not specified. The County shall implement appropriate erosion control, dust control (e.g. water spraying on haul roads), and sediment containment measures to prevent off-site migration of sediment or adverse impacts to surrounding lands. The County shall take precautions to prevent nuisance conditions such as excessive noise, dust, or traffic congestion on adjacent public roads. All equipment and machinery used on site shall be properly muffled and maintained to minimize noise and leakage of oils or fuels. The County shall be responsible for securing the mining area to prevent unauthorized access (for example, by maintaining a fence or gate if appropriate, or posting warning signs around active excavation areas). If blasting or explosives are not contemplated (and are prohibited unless expressly authorized), the County shall rely on mechanical means of extraction only. The County shall notify Lessor of the commencement of mining operations at least [10] days prior to starting excavation, and shall keep Lessor reasonably informed of its operational schedule and any material changes thereto.

c. Utilities and Water: The County may arrange for any utility services reasonably necessary for the operations (such as electricity or water) at its own expense. If water is required for washing sand or dust suppression, the County shall obtain it at its own cost and in compliance with applicable water use permits or regulations. The County may drill a water well on the Leased Premises for operational use only if permitted by law and approved in writing by Lessor, and provided that such well is properly abandoned and sealed at or before termination of the Lease if no longer needed.

d. No Illegal Activities: The County shall not permit any illegal activities on the Property and shall ensure that its employees and contractors comply with all safety regulations, including OSHA/MSHA requirements, at the site. The County shall promptly notify Lessor of any significant accidents, injuries, or reportable environmental spills that occur on the Leased Premises during the Term.

6. Maintenance and Condition of Premises

a. Throughout the Term, the County shall, at its sole cost, maintain the Leased Premises (and any improvements or fixtures it places thereon) in a safe and reasonably orderly condition. The County shall promptly remove any trash, refuse, or waste materials generated by its operations. Junk or unusable equipment shall not be allowed to accumulate on the site. Any fuel or chemical storage by the County must be done in compliance with all applicable secondary containment and safety requirements. The County shall repair any damage it causes to existing fences, gates, structures, or other improvements of Lessor on or around the Leased Premises. The County will ensure that any public roads used for hauling are kept free of excessive dirt, debris, or spillage of sand; if spillage occurs, the County shall promptly clean the roadway. The County

shall also implement dust control on access roads as needed to prevent nuisance to neighbors or hazards to traffic.

b. If the County's operations cause any damage or disturbance outside the Leased Premises (such as sediment runoff or damage to adjacent land), the County shall promptly take all necessary actions to restore the affected areas and mitigate any further damage, in coordination with Lessor. Lessor shall notify the County of any observed deficiencies in maintenance, and the County shall promptly address them. Failure to maintain the Premises in a safe and lawful condition shall be deemed a breach of this Lease.

7. Insurance

a. Insurance Requirements: The County shall procure and maintain throughout the Term, at its sole expense, insurance policies with reputable insurance companies (or through a self-insurance program to the extent permitted by Florida law for public entities) of the types and minimum limits as follows:

- General Liability: Commercial General Liability insurance (occurrence form) with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, death, and property damage, covering the County's operations on the Premises, including coverage for contractual liability assumed under this Lease. The policy shall name the Lessor as an additional insured with respect to liability arising from the County's operations.
- Automobile Liability: Automobile liability insurance covering all owned, hired, and non-owned vehicles used in connection with the operations, with a combined single limit of at least $1,000,000 per accident for bodily injury and property damage.
- Workers' Compensation: Workers' compensation insurance as required by Florida law for all employees of the County or its contractors engaged in operations on the Property, and Employers' Liability coverage with limits not less than $500,000 (unless self-insured by the County in accordance with Florida law).

b. Prior to commencement of any operations on the Property, the County shall furnish Lessor with certificates of insurance evidencing the above coverages. The certificates shall provide that Lessor will receive at least 30 days' prior written notice of cancellation or material change in any required policy. The County's insurance shall be primary with respect to its operations, and any insurance carried by Lessor shall be excess and non-contributory.

c. Self-Insurance: If the County is self-insured for any required coverage, it shall provide written details of its self-insurance program to Lessor. Acceptance of self-insurance in lieu of a commercial policy is subject to Lessor's reasonable approval. In any event, the County agrees that it shall be responsible, to the extent permitted by law, for any loss or liability that would be covered by the required insurance even if it elects to self-insure.

d. Sovereign Immunity: Nothing in this Section shall be construed to expand the County's liability beyond the limits of Section 768.28, Florida Statutes. The requirement to list Lessor as an additional insured and to provide defense and coverage is limited to the extent such actions are within the County's legal power and does not constitute a waiver of sovereign immunity.

8. Indemnification

a. Indemnification by County: To the extent permitted by Florida law and without waiving sovereign immunity, the County shall indemnify, defend, and hold harmless Lessor and its officers, directors, employees, and agents from and against any and all claims, demands, lawsuits, liabilities, damages, judgments, or expenses (including reasonable attorneys' fees) for personal injury, death, property damage, or environmental harm (including any contamination of soil or water) arising out of or related to: (a) the County's use or occupancy of the Leased Premises; (b) the operations or activities of the County or its employees, contractors, or agents on the Property (including the transportation of sand or other materials to or from the Property); or (c) any breach of this Lease by the County. This indemnification obligation includes, without limitation, claims arising from the negligence or wrongful conduct of the County or its contractors in the course of mining, and any fines or penalties imposed due to the County's failure to obtain or comply with permits or legal requirements. However, the County's indemnification shall not apply to the extent a claim is caused by the sole gross negligence or willful misconduct of Lessor.

b. This indemnity is given by the County only to the extent allowed by law. Pursuant to Section 768.28, Florida Statutes, the County's liability is limited; nothing herein shall be interpreted as a waiver of the County's sovereign immunity or an extension of its liability beyond the statutory caps. The County's duty to defend and indemnify is limited to the amount of liability that the County would be responsible for under Florida law. The County may elect to assert any immunities or limitations of liability available to it in defense of any claim. If any claim or lawsuit is brought against Lessor that is subject to this indemnity, Lessor shall promptly notify the County in writing. The County, through its counsel (whether the County Attorney or other counsel acceptable to Lessor's insurer), shall defend such claim. Lessor agrees to cooperate in the defense as reasonably requested at the County's expense.

c. Indemnification by Lessor: Lessor shall indemnify and hold harmless the County, its officers and employees, from and against any and all claims, liabilities, losses and expenses arising out of: (i) any breach by Lessor of Lessor's representations or obligations under this Lease (including any claim by a third party that Lessor lacked authority to grant the rights hereunder); or (ii) the gross negligence or willful misconduct of Lessor or its agents. In addition, Lessor shall bear responsibility for any environmental conditions or violations not caused by the County (for example, pre-existing contamination or hazards on the Property that were not disclosed to the County). Lessor's indemnity shall be limited to actual damages and shall not cover the County's own negligence or misconduct.

d. Each party's indemnification obligations shall survive the termination or expiration of this Lease.

9. Royalties and Payment Terms

a. Royalty for Sand Removed: As consideration for the rights granted, the County shall pay Lessor a royalty for sand extracted and removed from the Leased Premises. The royalty shall be

calculated at the rate of one dollar ($1.00) per cubic yard of sand removed (the “Royalty Rate”), or such other rate or amount as may be set forth in Exhibit B (Payment Schedule) attached hereto. Royalty payments shall be due and payable regardless of whether the sand is used by the County or stockpiled, but payment may be deferred for stockpiled (but not yet used) material as detailed below (if applicable).

b. Calculation and Timing: The County shall measure or gauge the volume of sand removed from the Leased Premises by loader bucket counts, truck load tally with assumed volume, or survey, or such other means as previously approved by Lessor. At the end of each calendar month during the Term, the County shall determine the total volume (in cubic yards) of sand removed from the site during that month. The County shall pay Lessor the royalty for that month’s volume by the 15th day of the following month. For example, royalties for sand removed in January would be paid by February 15. Each monthly payment shall be accompanied by a statement or report (the “Royalty Report”) certified by a knowledgeable representative of the County, showing the volume of sand removed during the month and the calculation of royalty due. Lessor shall have the right to review and audit the County’s volume measurements and records as set forth in Section 10.

c. If in any month no sand is removed, the County shall so report in writing (and no payment will be due for that month, aside from any minimum rent if applicable as below). All payments shall be made to Lessor at the address specified for notices (or via electronic transfer if agreed by Lessor in writing).

d. Late Payments: Any royalty payment not paid when due shall accrue interest at the rate of 8% per annum (not to exceed the maximum legal rate) from the due date until paid. However, the County shall not be charged interest or deemed in default if payment is made within a grace period of 15 days after written notice from Lessor of the failure to pay.

e. The royalty structure in this Lease is intended to fairly compensate Lessor for the depletion of its sand resource. Both parties acknowledge that similar mining leases customarily tie payments to the quantity of resource extracted. The County’s obligations to pay royalties shall survive termination of the Lease as to any sand already removed (and not yet paid for) at time of termination.

10. Records and Reporting

a. Records: The County shall keep true and accurate books and records of all sand extraction activities under this Lease, including daily or weekly logs of the number of truckloads or volume of sand removed, records of any on-site measurements or surveys of excavation volume, and copies of any scale tickets or transportation records. The County shall also maintain records of any sales or transfers of sand (if any sand is provided to other municipalities or agencies) and the ultimate use of the sand. These records shall be maintained in reasonable detail sufficient to verify the volume of material extracted and removed. The County shall retain all such records for at least five (5) years after the expiration or termination of this Lease (or longer if required by law or regulation).

b. Monthly and Annual Reports: In addition to the monthly Royalty Reports required by Section 9, the County shall provide Lessor with an annual report within 30 days after each anniversary of the Effective Date during the Term. The annual report shall summarize the sand mining activities of the prior year, including: total volume of sand removed that year (with a monthly breakdown), the status of the mining area (acreage disturbed and reclaimed), a description of reclamation progress, and an update on any outstanding permits or regulatory issues. The annual report shall also include a projection of the operations for the upcoming year, including the anticipated volume to be extracted and any changes in operations.

c. Reclamation Reporting: If required by Florida DEP rules or the reclamation plan, the County shall submit any necessary reclamation reports to DEP (and copy Lessor) such as a Notice of Intent to Mine, annual mining and reclamation reports, or a Notice of Completion of Mining. The County will also notify Lessor when extraction in any section of the Leased Premises is complete and reclamation of that section is initiated.

d. Inspection of Records: Lessor or Lessor's authorized representative shall have the right, upon reasonable advance notice to the County, to inspect, audit, and copy the relevant portions of the County's books and records relating to the volume of sand extracted and royalties paid, no more frequently than once per year (unless a prior audit revealed a discrepancy, in which case an additional follow-up audit may be conducted). Any such audit shall be at Lessor's expense (unless material discrepancies of more than 10% in underreported volume or underpaid royalties are discovered, in which case the County shall reimburse Lessor for the reasonable cost of the audit). The County shall cooperate with any such audit and provide reasonable access to records and personnel. If an audit reveals an underpayment of royalties, the County shall promptly (within 30 days) pay the deficiency plus applicable interest from the date such amount should have been paid. If an audit reveals an overpayment, the overpaid amount shall be creditable against future royalty obligations or refunded by Lessor, at Lessor's option.

11. Lessor's Inspection and Entry Rights

a. Lessor and its agents or representatives shall have the right to enter the Leased Premises at reasonable times for purposes of inspection, surveying, or showing the property (in the case of prospective sale or financing), or to ensure that the County is complying with the terms of this Lease and applicable laws. Except in case of emergency or if immediate access is required by a regulatory agency, Lessor shall provide at least 24 hours' notice to the County prior to any non-routine entry onto the active mining areas of the Leased Premises. The County may require that a representative accompany Lessor for safety purposes. Lessor shall exercise its entry rights in a manner that does not unreasonably interfere with ongoing operations. Lessor shall comply with all safety instructions given by the County's on-site personnel during any visit.

b. If Lessor observes any condition or activity that is, in Lessor's reasonable opinion, a violation of this Lease or may pose a danger or liability, Lessor shall promptly notify the County's on-site supervisor or designated representative. The County shall promptly address any substantiated concerns. Lessor's failure to inspect or identify a problem shall not relieve the County of its obligations to comply with this Lease.

c. Additionally, Lessor acknowledges that government inspectors (e.g., DEP, water management district, or OSHA/MSHA officials) may also require access to the site. The County shall facilitate such governmental inspections as required by law and promptly notify Lessor of any significant regulatory inspections or communications affecting the Property.

12. Reclamation and Restoration of Property

a. Reclamation Obligation: The County shall reclaim and restore all portions of the Leased Premises disturbed by its sand mining operations in compliance with Florida Department of Environmental Protection (DEP) reclamation standards and all applicable laws and regulations. Reclamation shall be carried out in accordance with Part III of Chapter 378, Florida Statutes (the Florida mined lands reclamation law) and Rule 62C-39, Florida Administrative Code, to the extent applicable, and any specific reclamation plan approved for the mining operations. In general, the County's reclamation duties include the reasonable rehabilitation of the land where extraction has occurred, including removal of debris, junk, and unusable equipment, recontouring of the land to safe and stable slopes, stabilization of the soil to control erosion, and revegetation of bare areas to establish a stable vegetative cover. All reclamation shall be designed to leave the Property in a stable, safe, and environmentally sound condition that will not pose hazards to persons, wildlife, or adjacent property.

b. Standards and Release: The County's reclamation work shall be subject to inspection and approval by Lessor and by DEP (or the applicable regulatory authority). The County shall notify Lessor when it believes reclamation is complete. Thereafter, the parties shall jointly inspect the site. Reclamation will be deemed satisfactorily completed when the requirements of the Reclamation Plan and Florida law have been met, including stable graded slopes, proper drainage, and established vegetative cover such that the land will not erode and is reasonably attractive and useful for the agreed post-mining land use. If the DEP (or other agency) must formally release the mine from further reclamation obligations, the County shall obtain such reclamation release in writing from the agency (e.g., by obtaining a Formal Release or other acknowledgement that reclamation is satisfactorily completed). Lessor shall cooperate as needed for the County to obtain a release, including signing any applications or access agreements. The County shall provide Lessor with copies of any final reclamation completion documents.

c. Restoration of Improvements; Removal of Equipment: In addition to landscape reclamation, the County shall remove all of its tools, machinery, equipment, structures, and other personal property from the Property upon completion of mining in each area (or by termination of the Lease). The County shall also remove any foundations or slabs and underground tanks or utilities installed by the County, unless Lessor requests in writing that certain improvements (e.g., roads or ponds or cleared areas) remain in place for Lessor's use. The County shall fill or securely cover any boreholes or wells, and demolish or remove any temporary buildings, to leave the site in a safe condition. Any fences or gates removed or damaged by the County's operations shall be repaired or replaced. If the County fails to remove its property or restore any aspect of the Property as required, Lessor may do so and the County shall reimburse Lessor for any reasonable costs incurred.

d. This Section 12 shall survive termination or expiration of the Lease until fulfillment of all reclamation obligations.

13. Termination

a. Termination upon Volume or Time: This Lease shall automatically terminate, without the need for further action by either party, when the Term as defined in Section 2 expires (i.e., when five years has elapsed from the Effective Date or when 40,000 cubic yards of sand have been removed, whichever comes first). The County shall notify Lessor in writing not less than 30 days prior to the anticipated extraction of the 40,000th cubic yard of sand (if that occurs before five years) so that the parties can plan for winding down operations and site reclamation.

b. Voluntary Termination by County: The County may, at its option, discontinue mining operations and terminate this Lease prior to the natural expiration of the Term by providing at least 60 days' prior written notice to Lessor. In such event, the County shall pay all royalties or rents due for material already extracted or removed as of the termination date, and shall promptly proceed to perform the required reclamation. If the County elects early termination, it shall not be relieved of the obligation to reclaim the site. The County will coordinate a timeline with Lessor for the cessation of operations and removal of equipment.

c. Termination for Cause (Default): If either party fails to perform or breaches any material obligation under this Lease, the non-breaching party may terminate this Lease for cause, as follows: The non-breaching party shall first give written notice to the breaching party, specifying the nature of the breach. The breaching party shall have thirty (30) days (or a longer period if reasonably required and if the breaching party commences cure within 30 days and diligently pursues it) to cure the breach. If the breach is not cured within the applicable cure period, the non-breaching party may terminate this Lease by giving written notice of termination, effective immediately or on a date specified. Upon a termination for cause by Lessor due to the County's breach, Lessor may pursue all remedies available at law or equity to recover damages or enforce performance (subject to the limitations of liability and remedies against a government entity under applicable law). Upon a termination for cause by the County due to Lessor's breach (for example, if Lessor is found to have misrepresented ownership or if Lessor's actions prevent the County from operating), the County shall cease operations and reclaim the site as required, but the County may pursue appropriate remedies against Lessor for costs or damages incurred.

d. Termination for Failure to Obtain or Maintain Permits: In the event the County, despite diligent efforts, is unable to obtain a necessary mining or environmental permit or approval required for lawful operation within 180 days of the Effective Date (or if any required permit is revoked or expires and cannot be renewed), either party may terminate this Lease upon 30 days' written notice to the other. Before such termination, the parties shall confer to determine if an alternative arrangement or a permit variance can be obtained. If termination under this provision occurs, the County shall restore any portions of the Property disturbed by any preliminary activities to as close to original condition as reasonably possible, and neither party shall have further liability to the other except for obligations that expressly survive (and the return of any security deposit or performance bond to the County, if applicable, less any draws for restoration).

e. Effect of Termination: Upon any termination or expiration of this Lease, the County shall promptly cease all extraction and removal of sand (except as needed for completing reclamation), and no further mining may occur. The County shall within the time frame specified in Section 12 complete all reclamation and restoration obligations. The County shall also timely pay any outstanding royalties or other amounts due to Lessor. If the Lease is terminated due to the 40,000 cubic yard limit being reached, the County shall not remove any sand in excess of that volume (except trivial amounts in the course of final grading for reclamation). If any sand has been extracted but not yet removed from the site as of termination, the County may, within a reasonable period (not to exceed 30 days), transport the already-extracted sand off-site (royalties being due on such material), but no new extraction shall occur.

f. The provisions of this Lease that by their nature are intended to survive termination (such as indemnification, reclamation, payment of outstanding amounts, and liability for pre-termination acts) shall remain in effect until fulfilled.

14. Surrender of Premises

a. Upon expiration or termination of the Lease, and completion of reclamation, the County shall surrender the Leased Premises to Lessor free and clear of any liens or encumbrances caused by the County, and in the condition required by this Lease (i.e., reclaimed and restored). The County warrants that upon surrender, all persons operating under the County's authority will have been removed and all personal property of the County will be removed (unless otherwise agreed). The County shall schedule a joint final inspection with Lessor to verify the condition of the Premises at surrender. Lessor's acceptance of the Premises (and sign-off on the reclamation) shall not relieve the County of liability for any previously undiscovered condition caused by the County that deviates from the required restoration (for example, unknown contamination or hidden debris buried on site, if any, would remain the County's responsibility if caused by its operations).

b. If the County fails to remove any remaining personal property within the time allowed, Lessor may, after providing 15 days' notice to the County, treat such property as abandoned and either take ownership of it or remove and dispose of it at the County's expense. This Section is in addition to any security or bond rights Lessor may have under Section 12.

15. Notices

Any notices, requests, demands, or other communications required or permitted to be given under this Lease shall be in writing and shall be delivered by (a) certified or registered mail, return receipt requested, postage prepaid; (b) a nationally recognized overnight courier service; or (c) personal delivery with written confirmation of receipt. Notices shall be addressed to the parties at the addresses set forth below (or to such other address as either party may designate by notice to the other):

- If to Lessor:

  Stanley Posey
  Sr. Manager, Environment/Land

White Springs Agricultural Chemicals, Inc.
15843 SE 78th Street
White Springs, FL 32096
T: (386) 397-8265
Stan.Posey@nutrien.com

- If to Lessee (County):
  Kevin Kirby
  Assistant County Manager
  135 NE Hernando Ave, Suite 203
  Lake City, FL 32056
  T: (386) 758-1019
  Kevin_kirby@columbiacountyfla.com
  Cc: padavis@coumbiacountyfla.com

Notices shall be effective upon receipt or refusal of delivery. Routine communications regarding operations may be made by email or other means, but official notices concerning breach, termination, or changes in contact information must be delivered in one of the manners above.

16. Assignment and Subcontracting

a. Assignment: The County shall not assign, transfer, or convey this Lease or any interest herein to any third party without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any attempted assignment without Lessor's consent shall be void. Notwithstanding the foregoing, the County may assign its rights and obligations under this Lease to another governmental entity or instrumentality (for example, to another county or to a state agency) with jurisdiction and capability to perform the obligations, provided that Lessor is given at least 30 days' prior notice and the assignee assumes all obligations of the County in writing. The County may also, with notice to Lessor, assign this Lease in connection with any consolidation or reorganization of county government functions if required by law. Lessor may assign this Lease to a purchaser of the Property or to another party, but only if the assignee agrees in writing to assume Lessor's obligations to the County. Lessor shall notify the County at least 30 days in advance of any transfer of ownership of the Property that will result in a new Lessor, and shall provide the County with the new owner's contact information and proof of the assumption of Lease obligations.

b. Contractors: The County may engage third-party contractors or operators to carry out the actual mining and transportation activities on its behalf, without being deemed an assignment of the Lease, provided that: (a) any such contractors are bound in writing to comply with applicable terms of this Lease (especially those relating to safety, permits, insurance, and reclamation); (b) the County remains fully responsible for the performance of its contractors. The County shall provide Lessor, upon request, a list of the major contractors or subcontractors performing work on site. The use of contractors shall not relieve the County of any obligation or liability under this Lease.

c. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17. Governing Law and Venue

This Lease shall be governed by and construed in accordance with the laws of the State of Florida. All duties and obligations of the parties are performable in Columbia County, Florida, and it is agreed that any legal action related to this Lease shall be filed and conducted in the state courts of Florida, in a court of competent jurisdiction located in Columbia County (or, if jurisdiction is vested in federal court, in the U.S. District Court for the Northern District of Florida). The parties mutually agree to waive any objection to the jurisdiction of such courts, and agree that venue in such courts is convenient and appropriate. Each party shall bear its own attorney's fees and costs in connection with any dispute arising under this Lease, except as otherwise provided herein (e.g., indemnity obligations for third-party claims or as awarded under an audit dispute in Section 10).

18. Entire Agreement and Amendments

a. This Lease (including its Exhibits, which are hereby incorporated by reference) constitutes the entire agreement and understanding between Lessor and the County with respect to the leasing of the Property for sand mining. It supersedes all prior negotiations, representations, letters of intent, or agreements (whether written or oral) between the parties relating to its subject matter. Each party acknowledges that no representations or promises not expressly contained in this Lease have been made by the other or are relied upon.

b. This Lease may only be amended, modified, or supplemented by a written instrument signed by both parties (with the same formalities as this Lease). No oral modifications shall be effective. No waiver of any provision shall be effective unless in writing and signed by the party against whom the waiver is asserted. A waiver of a one-time breach shall not operate as a waiver of any future breach.

c. If any provision of this Lease is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Lease shall not be affected thereby and shall be enforced to the extent permitted by law, provided that the fundamental purpose of the Lease is not thereby undermined.

19. Miscellaneous

a. Relationship of Parties: Nothing in this Lease shall be deemed or construed to create a partnership, joint venture, or any relationship other than that of landlord (Lessor) and tenant (Lessee). The County is acting as an independent government entity carrying out its public functions. Neither party is an agent of the other, and neither has the right to bind the other to any agreement with a third party.

b. No Third-Party Beneficiaries: This Lease is for the exclusive benefit of the parties hereto and not for the benefit of any third party, except as may be expressly provided (e.g., indemnitees under Section 8). No third party shall have any rights to enforce any term of this Lease.

c. Force Majeure: If either party is prevented from performing any of its obligations (other than monetary payment obligations) due to events beyond its reasonable control, such as natural disasters, war, terrorism, or governmental actions (each, a "Force Majeure"), that party's performance shall be excused during the period of the Force Majeure, and the time for performance shall be extended accordingly, provided that the party promptly notifies the other and makes diligent efforts to resume performance. In no event shall a lack of funds or failure to obtain permits (except where due to government moratorium or similar widespread action) be considered Force Majeure.

d. Headings: Section headings in this Lease are for convenience and reference only and shall not affect the interpretation of the Lease.

e. Execution in Counterparts: This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or PDF signatures shall be considered as legally binding as originals.

IN WITNESS WHEREOF, the parties have executed this Sand Mining Lease Agreement as of the dates set forth below.

(Signatures on following page)

Signed, sealed, and delivered in the presence of:

Lessor:
White Springs Agricultural Chemicals, Inc., a Delaware Corporation

_____

Printed Name:

_____

Name:

_____

Title:

_____

_____

Printed Name:

_____

STATE OF_____)

)SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of September, 2025, by _____, the _____of **WHITE SPRINGS AGRICULTURAL CHEMICALS, INC.**, a Delaware corporation, on behalf of the corporation.

_____

(Print Name_____)

NOTARY PUBLIC

State of _____

Commission #_____

My Commission Expires:

Personally Known _____

or Produced I.D. _____

[check one of the above]

Type of Identification Produced

_____

Lessee:

Columbia County, Florida, by and through its Board of County Commissioners

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____ (Clerk)

Approved as to form: _____ (County Attorney)

EXHIBIT A
Property Legal Description

DESCRIPTION:

COMMENCE at the Southeast corner of Section 1, Township 1 South, Range 15 East, Hamilton County, Florida and run N. 1° 07' 50" W. along the East line of said Section 1 a distance of 1538.06 feet; thence West a distance of 336.20 feet to the POINT OF BEGINNING ; thence S.88°14'45"W. a distance of 980.28 feet; thence N.1°45'15" W. a distance of 727.94 feet; thence N. 80°54'37"E. a distance of 501.98 feet; thence S.79°17'00"E.a distance of 494.06 feet; thence S.1°45'15"E. a distance of 685.34 feet to the POINT OF BEGINNING. Said lands lying wholly in the Southeast quarter of Section 1 , Township 1 South,Range 15 East, Hamilton County , Florida.

Containing 16.9 acres, more or less.

**Bearings projected from Florida State Plane Coordinate System (NAD 83 Datum) and monumentation found in place at the Southeast corner and Northeast corner of Section 1, Township 1 South, Range 15 East, Hamilton County, Florida.



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

Department: Public Works Meeting Dat e: 8/20/2026

1. Nature and purpose of agenda item:

   FY 26/27 Florida Department of Agriculture (FDACS)- Annual Certified "Tentative" Budget form #13617 for Mosquito Control.

2. Recommended Motion/Action:

   Approve FY 26/27 Mosquito Control Annual Certified Budget

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

M E M O R A N D U M

TO: Kevin Kirby, Assistant County Manager

FR: Evan Cox, Interim Solid Waste Director Richard E Cox

DATE: June 11, 2026

RE: FY 26/27 Mosquito Control - Detailed Work Plan Budget

Attached please find two (2) copies of the "Tentative" detailed work plan for FY26/27, to be placed on the agenda for board approval, due date to FDACS is July 15, 2026, per F.S. Chapter 388. FDACS proposes the funding to be $69,587.50, same as last year's budget.

Upon approval by the Board of County Commissioners, have the chairman to sign both copies, notarized and return to me for further processing.

If you have any additional questions, please let me know.

WILTON SIMPSON
COMMISSIONER

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

ANNUAL CERTIFIED BUDGET FOR ARTHROPOD CONTROL

Rule 5E-13.022, F.A.C.
Telephone: (850) 617-7933; Fax (850) 617-7939

Submit to:
Mosquito Control Program
MosquitoControlReports@FDACS.gov
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

County or District: **Columbia**

FISCAL YEAR: OCTOBER 1, 2026 TO SEPTEMBER 30, 2027

RECEIPTS

ACCT NO	DESCRIPTION	LOCAL	STATE	TOTAL
311	Ad Valorem (Current/Delinquent)	$216,543.00	$0.00	$216,543.00
334.1	State Grant	$0.00	$69,587.50	$69,587.50
362	Equipment Rentals	$0.00	$0.00	$0.00
337	Grants and Donations	$0.00	$0.00	$0.00
361	Interest Earnings	$0.00	$0.00	$0.00
364	Equipment and/or Other Sales	$0.00	$0.00	$0.00
369	Misc./Refunds (prior yr expenditures)	$0.00	$0.00	$0.00
380	Other Sources	$0.00	$0.00	$0.00
389	Loans	$0.00	$0.00	$0.00
TOTAL RECEIPTS		$216,543.00	$69,587.50	$286,130.50
BEGINNING FUND BALANCE		$0.00	$0.00	$0.00
TOTAL BUDGETARY RECEIPTS AND BALANCES		**$216,543.00**	**$69,587.50**	**$286,130.50**

EXPENDITURES

ACCT NO	Uniform Accounting System Transaction	LOCAL	STATE	TOTAL
10	Personal Services	$48,204.00	$0.00	$48,204.00
20	Personal Services Benefits	$12,846.00	$0.00	$12,846.00
30	Operating Expense	$4,400.00	$0.00	$4,400.00
40	Travel & Per Diem	$500.00	$500.00	$1,000.00
41	Communication Serv	$3,100.00	$0.00	$3,100.00
42	Freight Services	$0.00	$0.00	$0.00
43	Utility Service	$0.00	$0.00	$0.00
44	Rentals & Leases	$0.00	$0.00	$0.00
45	Insurance	$0.00	$0.00	$0.00
46	Repairs & Maintenance	$15,000.00	$7,500.00	$22,500.00
47	Printing and Binding	$0.00	$0.00	$0.00
48	Promotional Activities	$0.00	$0.00	$0.00
49	Other Charges	$400.00	$500.00	$900.00
51	Office Supplies	$0.00	$0.00	$0.00
52.1	Gasoline/Oil/Lube	$5,000.00	$5,000.00	$10,000.00
52.2	Chemicals	$25,000.00	$51,687.50	$76,687.50
52.3	Protective Clothing	$0.00	$0.00	$0.00
52.4	Misc. Supplies	$40,000.00	$0.00	$40,000.00
52.5	Tools & Implements	$500.00	$3,500.00	$4,000.00
54	Publications & Dues	$500.00	$500.00	$1,000.00
55	Training	$400.00	$400.00	$800.00
60	Capital Outlay	$0.00	$0.00	$0.00
71	Principal	$46,825.00	$0.00	$46,825.00
72	Interest	$13,868.00	$0.00	$13,868.00
81	Aids to Government Agencies	$0.00	$0.00	$0.00
83	Other Grants and Aids	$0.00	$0.00	$0.00
89	Contingency (Current Year)	$0.00	$0.00	$0.00
99	Payment of Prior Year Accounts	$0.00	$0.00	$0.00
Other	Please Select Other Accounting Code	$0.00	$0.00	$0.00
Other	Please Select Other Accounting Code	$0.00	$0.00	$0.00
Other	Please Select Other Accounting Code	$0.00	$0.00	$0.00
TOTAL BUDGET AND CHANGES		$216,543.00	$69,587.50	$286,130.50
0.001	Reserves - Future Capital Outlay	$0.00	$0.00	$0.00
0.002	Reserves - Self-Insurance	$0.00	$0.00	$0.00
0.003	Reserves - Cash Balance to be Carried Forward	$0.00	$0.00	$0.00
0.004	Reserves - Sick and Annual Leave Trans Out	$0.00	$0.00	$0.00
TOTAL RESERVES ENDING BALANCE		$0.00	$0.00	$0.00
TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES		**$216,543.00**	**$69,587.50**	**$286,130.50**
ENDING FUND BALANCE		**$0.00**	**$0.00**	**$0.00**

I certify that the budget shown was adopted on this_____day of_____20_____.

SIGNED:_____ DATE:_____20_____.

Chairman of the Board, or Clerk of Circuit Court

APPROVED: Florida Department of Agriculture and Consumer Services, Mosquito Control Program

SIGNED:_____ DATE:_____20_____.

FDACS Mosquito Control Program Representative

FDACS-13617 Rev. 09/23

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

Department: Purchasing Meeting Dat e: 8/20/2026

1. Nature and purpose of agenda item:

   2026-N Sign Materials to provide: 1. Unfinished Sign Blanks, 2. ASTM Type III- or Type IV-High Intensity Prismatic, 3. Sign Sheeting, 4. U-Channel Posts, 5. Delineators, 6. MOT equipment.

2. Recommended Motion/Action:

   Approve and award 2026-N to various vendors and approve the Service Agreements Section 1. Vulcan Inc. Section 2. Vulcan Inc. Section 3. Lightle Enterprises of Ohio, LLC. Section 4. Vulcan Inc. Section 5. Vulcan Inc. Section 6. Safety Products, Inc.

3. Fiscal impact on current budget:

   This item is currently budgeted. The account number to be charged is 10142405413052

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

M E M O R A N D U M

DATE: August 12, 2026

TO: Board of County Commissioners

FROM: Erica Jones, Purchasing Officer

RE: Agenda item for August 20, 2026
2026-N Sign Materials

On August 6, 2026 three (3) submittals were received in response to 2026-N; all bids were determined to be qualified meeting all of the required specifications. (Bid Tabulation and Agreement attached)

Staff is recommending the Board to award 2026-N to the below Vendors/Suppliers and to approve the Service Agreement.

Section 1. **Vulcan Inc.**
Section 2. **Vulcan Inc.**
Section 3. **Lightle Enterprises of Ohio, LLC.**
Section 4. **Vulcan Inc.**
Section 5. **Vulcan Inc.**
Section 6. **Safety Products, Inc.**

BID TABULATION

Columbia County Board of County Commissioners

Date: August 6, 2026

Project Bid No: 2026-N

Addendums Issued: 0

Company Name	Bid Amount
	Section 1
1. Safety Products	$ NO Bid
	Section 2
2.	$
	Section 3
3.	$
	Section 4
4.	$
	Section 5
5.	$
	Section 6
6.	$ 38,903.50
7.	$
8.	$

Witnessed by

BID TABULATION

Columbia County Board of County Commissioners

Date: August 6, 2026

Project Bid No: 2026-N

Addendums Issued: 0

Company Name	Bid Amount
	Section 1
1. Lightle Enterprises of Ohio	$ 42,104.90
	Section 2
2.	$ 157,668.40
	Section 3
3.	$ 40,839.70
	Section 4
4.	$
	Section 5
5.	$ 31,410.00
	Section 6
6.	$ No Bid
7.	$
8.	$

Witnessed by

BID TABULATION

Columbia County Board of County Commissioners

Date: August 6, 2026

Project Bid No: 2026-N

Addendums Issued: 0

Company Name	Bid Amount
1. Vulcan Inc	Section 1 $ 32,791.46
2.	Section 2 $ 137,564.79
3.	Section 3 $ 46,707.10
4.	Section 4 $ 73,462.50
5.	Section 5 $ 20,520.00
6.	Section 6 $ 57,045.00
7.	$
8.	$

Witnessed by Shanda Taylor

Sign Materials

BID FORM 1------ Bidder Name Safety Products, Inc

Unfinished Sign Blanks: All sign blanks shall be a minimum .080 and aluminum.

	DESCRIPTION	UNIT PRICE	TOTAL
1.	50 ea – Flat Aluminum Rectangle Unfinished 12"x 6" w/2 holes.	No Bid	$
2.	100 ea – Flat Aluminum Square Unfinished 12"x 12" w/2 Holes.	No Bid	$
3.	100 ea – Flat Aluminum Rectangle Unfinished 12"x 18" w/2 Holes.	No Bid	$
4.	50 ea – Flat Aluminum Horizontal Unfinished 18"x 6" w/2 Holes.	No Bid	$
5.	100 ea – Flat Aluminum Rectangle Unfinished 18"x 18" w/2 Holes.	No Bid	$
6.	100 ea – Flat Aluminum Rectangle Unfinished 18"x 24" w/2 Holes.	No Bid	$
7.	50 ea – Flat Aluminum Horizontal Unfinished 24"x 6" w/2 Holes.	No Bid	$
8.	50 ea – Flat Aluminum Horizontal Unfinished 30"x 6" w/2 Holes.	No bid	$
9.	200 ea – Flat Aluminum Square/Diamond Unfinished 24"x 24" w/4 Holes.	No Bid	$
10.	50 ea – Flat Aluminum Octagon Unfinished 24"x 24" w/2 Holes.	No Bid	$
11.	20 ea – Flat Aluminum County Shield Unfinished 24"x 24" w/2 Holes.	No Bid	$
12.	200 ea – Flat Aluminum Rectangle Unfinished 24"x 30" w/2 holes.	No Bid	$
13.	200 ea – Flat Aluminum Square/Diamond Unfinished 30"x 30" w/4 Holes.	No Bid	$
14.	100 ea – Flat Aluminum Horizontal Unfinished 36"x 24" w/2 Holes.	No Bid	$
15.	100 ea – Flat Aluminum Horizontal 36"x 30" w/2 Holes.	No Bid	$
16.	100 ea – Flat Aluminum Horizontal Unfinished 48"x 24" w/2 Holes for Single Post Installation.	No Bid	$
17.	12 ea – Flat Aluminum Round (Memorial) Unfinished 15" w/2 Holes.	No Bid	$
18.	50 ea – Flat Aluminum Rectangle Unfinished 18"x48" w/ No Holes	No Bid	$
19.	50 ea - Flat Aluminum Rectangle Unfinished 24"x8" w/2 Holes	No Bid	$
20.	50 ea - Flat Aluminum Rectangle Unfinished 30"x8" w/2 Holes	No Bid	$
	TOTAL SECTION 1		$ No Bid

Sign Materials

BID FORM 2---Bidder Name Safety Products, Inc

ASTM Type III or Type IV High Intensity Prismatic: All signs shall be .080 and aluminum

	DESCRIPTION	UNIT PRICE	TOTAL
1.	800 ea – Flat Aluminum Horizontal HIP, White both Sides 24"x 8" No Holes.	No Bid	$
2.	250 ea – Flat Aluminum Horizontal HIP, White both Sides 30"x 8" No Holes.	No Bid	$
3.	500 ea - Stop Signs R1-1 HIP 30" w/2 Holes.	No Bid	$
4.	50 ea – No Parking Any Time R7-1 HIP 12"x 18" w/2 Holes.	No Bid	$
5.	100 ea – Object Markers 9-Button OMI-18YY HIP 18"x 18" w/2 Holes for Diamond installation.	No Bid	$
6.	50 ea – Object Markers 9-Button OMI-18RR HIP 18"x 18" w/2 Holes for Diamond installation.	No Bid	$
7.	12 ea – Round Railroad W10-1 HIP 30" w/2 Holes.	No bid	$
8.	200 ea – Speed Limit R2-1 HIP 24"x 30" w/2 Holes & (No Numbers).	No Bid	$
9.	100 ea – Watch for Children (Symbol) W41-4C HIP 24"x 24" w/2 Holes for Diamond installation.	No bid	$
10.	100 ea – Stop Ahead (Symbol) W3-1 HIP 30"x 30" w/2 Holes for Diamond installation.	No Bid	$
11	50 ea – Traffic Signal Ahead (Symbol) W3-3 HIP 30"x 30" w/2 Holes for Diamond installation.	No Bid	$
12.	24 ea – Do Not Enter R5-1 HIP 30"x 30" w/2 Holes.	No Bid	$
13.	50 ea – School Bus Stop Ahead S3-1 Yellow/Green HIP 30"x 30" w/2 Holes.	No Bid	$
14.	100 ea – Night Arrow – Single W1-6L HIP 48"x 24" **w/2 Holes for Single Post installation.**	No Bid	$
15.	100 ea – Night Arrow – Double W1-7 HIP 48"x 24" **w/2 Holes for Single Post installation.**	No Bid	$
16.	100 ea – Night Arrow Single 90 Left W1-1L HIP 30"x 30" w/2 Holes.	No Bid	$
17.	100 ea – Night Arrow Single 90 Right W1-1R HIP 30"x 30" w/2 Holes.	No Bid	$
18.	100 ea – Night Arrow Single 45 Left W1-2L HIP 30"x 30" w/2 Holes.	No Bid	$
19.	100 ea – Night Arrow Single 45 Right W1-2R HIP 30"x 30" w/2 Holes.	No Bid	$
20.	100 ea – Intersection 4-Way W2-1 HIP 30"x 30" w/2 Holes.	No Bid	$
21.	100 ea – Intersection "T" W2-2 HIP 30"x 30" w/2 Holes.	No Bid	$
22.	24 ea – Speed Limit Ahead W3-5 HIP 30"x 30" w/2 Holes for Diamond installation & No Numbers.	No Bid	$
23.	12 ea – No Right Turn R3-1 HIP 30"x 30" w/2 Holes.	No Bid	$
24.	12 ea – No Left Turn R3-2 HIP 30"x 30" w/2 Holes.	No Bid	$
25.	100 ea – Chevrons W1-8R HIP 12"x 18" w/2 Holes.	No Bid	$
26.	50 ea – Florida Handicap R7-8-FL 12"x 18" w/2 Holes.	No Bid	$
27.	50 ea – County Route M1-6 24"x 24" (Columbia County) HIP Blue Background & HIP Yellow Lettering, No numbers, w/2 Holes.	No Bid	$
28.	12 ea – School Signs S6-1-20 (When Flashing) & No Numbers 24"x 48" Yellow/Green HIP.	No Bid	$
29.	12 ea – School Signs S1-1 30"x 30" Yellow/ Green HIP.	No Bid	$
30.	School Sign S2-1 30"x 30" Yellow/Green HIP	No Bid	$

Sign Materials

31.	12 ea – School Signs S4-3 24"x 8" (School) Yellow/Green HIP.	No Bid	$
32.	12 ea – School Signs S4-3 24"x 8" (Ahead) Yellow/Green HIP.	No Bid	$
33.	12 ea – School Signs S4-3 24"x 8" (Arrow pointing to the left & down) Yellow/Green HIP.	No Bid	$
34.	12 ea – Welcome to Columbia County I-28a 30"x 24" Green Background & White Lettering HIP.	No Bid	$
35.	200 ea – Columbia County Logo Decal Round 3". No aluminum, EG Film	No Bid	$
36.	12 ea – Columbia County Logo Decal Round 6". No aluminum, EG Film	No Bid	$
37.	200 ea – Columbia County Logo Decal Round 12" No aluminum, EG Film	No Bid	$
38.	200 ea – Columbia County Logo Decal Round 30" No aluminum, EG Film	No Bid	$
39.	200 ea. – U-Channel Post mount red HIP covered blank, 42" x 2.5" w/2 holes.	No Bid	$
40.	50 ea. – Stop Signs R1-1 HIP 18" w/2 Holes	No bid	$
41.	100 ea.- Stop Signs R1-1 HIP No Holes 48"	No Bid	$
42.	100 ea.- Stop Signs R1-1 HIP No Holes 36"		$
43.	U-Channel Post Mount Yellow HIP covered blank 42" x 25" w/2 holes	No Bid	$
	TOTAL SECTION 2—Bidder Name Safety Products, Inc		$ No Bid

Sign Materials

BID FORM 3—Bidder Name Safety Products, Inc

Sign Sheeting

	DESCRIPTION	UNIT PRICE	TOTAL
1.	4 ea – White EG 30"x 50 Yards	No Bid	$
2.	4 ea – White EG 36"x 50 Yards	No Bid	$
3.	2 ea – Yellow EG 30"x 50 Yards	No bid	$
4.	10 ea – White HIP 30"x 50 Yards	No Bid	$
5.	4 ea – White HIP 36"x 50 Yards	No Bid	$
6.	10 ea – Yellow HIP 30"x 50 Yards	No bid	$
7.	4 ea – Yellow HIP 36"x 50 Yards	No Bid	$
8.	2 ea – Orange HIP 30"x 50 Yards		$
9.	2 ea – Orange HIP 36"x 50 Yards	No bid	$
10.	2 ea – Red HIP 30"x 50 Yards	No Bid	$
11.	2 ea – Red HIP 36" x 50 Yards	No Bid	$
12.	4 ea – Blue EC Film 30"x 50 Yards **(3M Material Only)**	No Bid	$
13.	2 ea – Blue EC Film 36"x 50 Yards **(3M Material Only)**	No Bid	$
14.	12 ea – Green EC Film 30"x 50 Yards **(3M Material Only)**	No Bid	$
15.	6 ea – Green EC Film 36"x 50 Yards **(3M Material Only)**	No bid	$
16.	6 ea – Red EC Film 30"x 50 Yards	no Bid	$
17.	2 ea – Red EC Film 36"x 50 Yards	No Bid	$
18.	2 ea – Black EC Film 30"x 50 Yards	No Bid	$
19	2 ea – Black EC Film 36"x 50 Yards	No Bid	$
	Transfer Tape (Clear Only)	No bid	
20.	12 ea – 6.5"x 100 Yards	No Bid	$
21.	4 ea – 12"x 100 Yards	No Bids	$
22.	6 ea – 24"x 100 Yards	No bids	$
23.	10 ea – 30"x 100 Yards	No Bids	$
	TOTAL SECTION 3		$ No bid

BID FORM 4—Bidder Name Safety Products, Inc

U-Channel Posts - Green

	DESCRIPTION	UNIT PRICE	TOTAL
1.	200 ea – U-Channel Posts 6' 1.12 LB Green (able to drive Post in ground)	No bid	$
2.	800 ea – U-Channel Posts 10' 2 LB Green	No Bid	$
3.	500 ea – U-Channel Posts 12' 2LB Green	No Bid	$
4.	100 ea - 3" x 1/8" x 15' 6061 T6 M/F Round Tube Post	No Bid	$
5.	100 ea - 1'4" x 8" x 12" 14" Aluminum Soil Plate	No Bid	$
6.	200 ea - Z-Bar 1-3/4" x 1-3/4" x 3/16x14" 6061-T6, slotted and punched to FDOT Standards	No Bid	$
7.	200 ea - 3" U Bolt, 2 Nuts, & 2 Washers Galvanized	No bid	$
	Sign Brackets		
8.	500 ea – U-Channel Bracket for Flat Sign to Flat Sign (Tee)	No Bid	$
9.	250 ea – U-Channel Bracket for Flat Sign (90)	No Bid	$
10.	500 ea – U-Channel Bracket for Flat Sign (180)	No Bid	$
	TOTAL SECTION 4	No Bid	$ No Bid

BID FORM 5—Bidder Name Safety Products, Inc

Delineators

DESCRIPTION		UNIT PRICE	TOTAL
1.	800 ea – Flexible Driver Marker 66" White w/3"x 12" Yellow HIP both Sides	NO BID	$
2.	100 ea – Flexible Driver Marker 66" White w/3"x 12" Blue HIP both Sides	NO BID	$
	TOTAL SECTION 5	NO BID	$ NO BID

BID FORM 6—Bidder Name Safety Products, Inc

MOT Equipment

DESCRIPTION		UNIT PRICE	TOTAL
1.	100 ea – Barricades **Type II, 36" Wide**, 8" HIP Plastic Panels	107.50	$ 10,750.00
3.	50 ea - Channelizer Drum, Meets NCHRP 350, MUTCD and FLDOT Approved to include tire ring base.	50.50	$ 2525.00
4.	50 ea – Barricades Type III, 6' Wide, w/1"x 8" HIP Plastic Panels, Metal Uprights, **Fully Assembled Panel**	155.50	$ 7,775.00
2.	50 ea - Barricades **Type III**, MASH tested metal frame w/ 1"x8" HIP plastic panels, **Fully Assembled Panel**	275.87	$ 13,793.50
5.	100 ea – Traffic Cones, 36" w/HIP Reflective Collars	20.25	$ 2025.00
6.	30 ea – Standard Mesh Road Signs 48"x 48"	22.60	$ 678.00
7.	30 ea – Standard Ribs (Fiberglass) for Mesh road Signs 48"	6.75	$ 202.50
8.	30 ea – T-Stands for Mesh Road Signs 48" Press In	35.15	$ 1054.50
	TOTAL SECTION 6		$ 38,803.50

BID SUMMARY

TOTAL SECTION 1	$ No Bid
TOTAL SECTION 2	$ No Bid
TOTAL SECTION 3	$ No Bid
TOTAL SECTION 4	$ No Bid
TOTAL SECTION 5	$ No Bid
TOTAL SECTION 6	$ 38,803.50

CERTIFICATION

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

COMPANY: Safety Products, Inc

ADDRESS: 3517 Craftsman Blvd

PHONE NO: 863-665-3601

SIGNATURE: Karen Cornelius

PRINT NAME/TITLE: Karen Cornelius Government Bid Coordinator

E-Mail Address: kcornelius@spisafety.com

Date signed: 8/2/2026

Sign Materials

BID FORM 1------ Bidder Name Lightle Enterprises of Ark, LLC

Unfinished Sign Blanks: All sign blanks shall be a minimum .080 and aluminum.

	DESCRIPTION	UNIT PRICE	TOTAL
1.	50 ea – Flat Aluminum Rectangle Unfinished 12"x 6" w/2 holes.	3,05	$ 152,50
2.	100 ea – Flat Aluminum Square Unfinished 12"x 12" w/2 Holes.	6,10	$ 610,00
3.	100 ea – Flat Aluminum Rectangle Unfinished 12"x 18" w/2 Holes.	9,15	$ 915,00
4.	50 ea – Flat Aluminum Horizontal Unfinished 18"x 6" w/2 Holes.	4,58	$ 229,00
5.	100 ea – Flat Aluminum Rectangle Unfinished 18"x 18" w/2 Holes.	13,73	$ 1373,00
6.	100 ea – Flat Aluminum Rectangle Unfinished 18"x 24" w/2 Holes.	18,30	$ 1830,00
7.	50 ea – Flat Aluminum Horizontal Unfinished 24"x 6" w/2 Holes.	6,10	$ 305,00
8.	50 ea – Flat Aluminum Horizontal Unfinished 30"x 6" w/2 Holes.	7,62	$ 381,00
9.	200 ea – Flat Aluminum Square/Diamond Unfinished 24"x 24" w/4 Holes.	24,40	$ 4880,00
10.	50 ea – Flat Aluminum Octagon Unfinished 24"x24" w/2 Holes.	2,430	$ 1215,00
11.	20 ea – Flat Aluminum County Shield Unfinished 24"x 24" w/2 Holes.	25,60	$ 512,00
12.	200 ea – Flat Aluminum Rectangle Unfinished 24"x 30" w/2 Holes.	30,50	$ 6100,00
13.	200 ea – Flat Aluminum Square/Diamond Unfinished 30"x 30" w/4 Holes.	38,12	$ 7624,00
14.	100 ea – Flat Aluminum Horizontal Unfinished 36"x 24" w/2 Holes.	36,60	$ 3660,00
15.	100 ea – Flat Aluminum Horizontal 36"x 30" w/2 Holes.	45,75	$ 4575,00
16.	100 ea – Flat Aluminum Horizontal Unfinished 48"x 24" w/2 Holes for Single Post Installation.	48,80	$ 4880,00
17.	12 ea – Flat Aluminum Round (Memorial) Unfinished 15" w/2 Holes.	9,70	$ 116,40
18.	50ea – Flat Aluminum Rectangle Unfinished 18"x48" w/No Holes	36,60	$ 1830,00
19.	50 ea - Flat Aluminum Rectangle Unfinished 24"x8" w/2 Holes	8,17	$ 408,50
20.	50ea - Flat Aluminum Rectangle Unfinished 30"x8" w/2 Holes	10,17	$ 508,50
	TOTAL SECTION 1		$ 42,104,90

Sign Materials

BID FORM 2---Bidder Name Lightle Enterprises of Okaloosa

ASTM Type III or Type IV High Intensity Prismatic: All signs shall be .080 and aluminum

	DESCRIPTION	UNIT PRICE	TOTAL
1.	800 ea – Flat Aluminum Horizontal HIP, White both Sides 24"x 8" No Holes.	13.79	$ 11032.00
2.	250 ea – Flat Aluminum Horizontal HIP, White both Sides 30"x 8" No Holes.	17.15	$ 4287.50
3.	500 ea - Stop Signs R1-1 HIP 30" w/2 Holes.	52.80	$ 26400.00
4.	50 ea – No Parking Any Time R7-1 HIP 12"x 18" w/2 Holes.	12.81	$ 640.50
5.	100 ea – Object Markers 9-Button OMI-18YY HIP 18"x 18" w/2 Holes for Diamond installation.	28.22	$ 2822.00
6.	50 ea – Object Markers 9-Button OMI-18RR HIP 18"x 18" w/2 Holes for Diamond installation.	28.22	$ 1411.00
7.	12 ea – Round Railroad W10-1 HIP 30" w/2 Holes.	53.38	$ 640.56
8.	200 ea – Speed Limit R2-1 HIP 24"x 30" w/2 Holes & (No Numbers).	42.70	$ 8540.00
9.	100 ea – Watch for Children (Symbol) W41-4C HIP 24"x 24" w/2 Holes for Diamond installation.	34.16	$ 3416.00
10.	100 ea – Stop Ahead (Symbol) W3-1 HIP 30"x 30" w/2 Holes for Diamond installation.	55.00	$ 5500.00
11.	50 ea – Traffic Signal Ahead (Symbol) W3-3 HIP 30"x 30" w/2 Holes for Diamond installation.	54.50	$ 2725.00
12.	24 ea – Do Not Enter R5-1 HIP 30"x 30" w/2 Holes.	53.38	$ 1281.12
13.	50 ea – School Bus Stop Ahead S3-1 Yellow/Green HIP 30"x 30" w/2 Holes.	60.30	$ 3015.00
14.	100 ea – Night Arrow – Single W1-6L HIP 48"x 24" **w/2 Holes for Single Post installation.**	68.32	$ 6832.00
15.	100 ea – Night Arrow – Double W1-7 HIP 48"x 24" **w/2 Holes for Single Post installation.**	68.32	$ 6832.00
16.	100 ea – Night Arrow Single 90 Left W1-1L HIP 30"x 30" w/2 Holes.	53.38	$ 5338.00
17.	100 ea – Night Arrow Single 90 Right W1-1R HIP 30"x 30" w/2 Holes.	53.38	$ 5338.00
18.	100 ea – Night Arrow Single 45 Left W1-2L HIP 30"x 30" w/2 Holes.	53.38	$ 5338.00
19.	100 ea – Night Arrow Single 45 Right W1-2R HIP 30"x 30" w/2 Holes.	53.38	$ 5338.00
20.	100 ea – Intersection 4-Way W2-1 HIP 30"x 30" w/2 Holes.	53.38	$ 5338.00
21.	100 ea – Intersection "T" W2-2 HIP 30"x 30" w/2 Holes.	53.38	$ 5338.00
22.	24 ea – Speed Limit Ahead W3-5 HIP 30"x 30" w/2 Holes for Diamond installation & No Numbers.	53.38	$ 1281.12
23.	12 ea – No Right Turn R3-1 HIP 30"x 30" w/2 Holes.	53.60	$ 643.20
24.	12 ea – No Left Turn R3-2 HIP 30"x 30" w/2 Holes.	53.60	$ 643.20
25.	100 ea – Chevrons W1-8R HIP 12"x 18" w/2 Holes.	12.81	$ 1281.00
26.	50 ea – Florida Handicap R7-8-HC 12"x 18" w/2 Holes.	13.00	$ 650.00
27.	50 ea – County Route M1-6 24"x 24" (Columbia County) HIP Blue Background & HIP Yellow Lettering, No numbers, w/2 Holes.	36.50	$ 1825.00
28.	12 ea – School Signs S6-1-20 (When Flashing) & No Numbers 24"x48" Yellow/Green HIP.	72.00	$ 864.00
29.	12 ea – School Signs S1-1 30"x 30" Yellow/ Green HIP.	60.30	$ 723.60
30.	School Sign S2-1 30"x 30" Yellow/Green HIP.	60.30	$ 723.60

Sign Materials

31.	12 ea – School Signs S4-3 24"x 8" (School) Yellow/Green HIP.	13.00	$ 156.00
32.	12 ea – School Signs S4-3 24"x 8" (Ahead) Yellow/Green HIP.	13.00	$ 156.00
33.	12 ea – School Signs S4-3 24"x 8" (Arrow pointing to the left & down) Yellow/Green HIP.	13.00	$ 156.00
34.	12 ea – Welcome to Columbia County I-28 30"x 24" Green Background & White Lettering HIP.	45.00	$ 540.00
35.	200 ea – Columbia County Logo Decal Round 3". No aluminum, EG Film	1.66	$ 332.00
36.	12 ea – Columbia County Logo Decal Round 6". No aluminum, EG Film	1.95	$ 23.40
37.	200 ea – Columbia County Logo Decal Round 12" No aluminum, EG Film	4.90	$ 980.00
38.	200 ea – Columbia County Logo Decal Round 30" No aluminum, EG Film	28.50	$ 5700.00
39.	200 ea. – U-Channel Post mount red HIP covered blank, 42" x 2.5" w/2 holes.	6.60	$ 1320.00
40.	50 ea – Stop Signs R1-1 HIP 18" w/2 Holes	19.22	$ 961.00
41.	100 ea.- Stop Signs R1-1 HIP No Holes 48"	136.50	$ 13650.00
42.	100 ea. Stop Signs R1-1 HIP No Holes 36"	76.50	$ 7650.00
43.	U-Channel Post Mount Yellow HIP covered blank 42" x 25" w/2 holes	6.60	$ 6.60
	TOTAL SECTION 2 – Bidder Name Lightle Enterprises of dba LLC		$ 157,668.40

Sign Materials

BID FORM 3—Bidder Name Lightle Enterprises of Ohio, LLC

Sign Sheeting

	DESCRIPTION	UNIT PRICE	TOTAL
1.	4 ea – White EG 30"x 50 Yards	414.38	$ 1657.50
2.	4 ea – White EG Film 30"x 50 Yards	497.05	$ 1988.20
3.	2 ea – Yellow EG 30"x 50 Yards	414.38	$ 828.75
4.	10 ea – White HIP 30" x 50 Yards	490.13	$ 4901.30
5.	4 ea – White HIP 36"x 50 Yards	588.15	$ 2352.60
6.	10 ea – Yellow HIP 30" x 50 Yards	490.13	$ 4901.30
7.	4 ea – Yellow HIP 36"x 50 Yards	588.15	$ 2352.60
8.	2 ea – Orange HIP 30" x 50 Yards	490.13	$ 980.26
9.	2 ea – Orange HIP 36"x 50 Yards	588.15	$ 1176.30
10.	2 ea – Red HIP 30" x 50 Yards	490.13	$ 980.26
11.	2 ea – Red HIP 36" x 50 Yards	588.15	$ 1176.30
12.	4 ea – Blue EC Film 30"x 50 Yards **(3M Material Only)**	436.13	$ 1744.52
13.	2 ea – Blue EC Film 36"x 50 Yards **(3M Material Only)**	523.35	$ 1046.70
14.	12 ea – Green EC Film 30"x 50 Yards **(3M Material Only)**	436.13	$ 5233.56
15.	6 ea – Green EC Film 36"x 50 Yards **(3M Material Only)**	523.35	$ 3140.10
16.	2 ea – Red EC Film 30"x 50 Yards	436.13	$ 872.26
17.	2 ea – Red EC Film 36"x 50 Yards	523.35	$ 1046.70
18.	2 ea – Black EC Film 30"x 50 Yards	436.13	$ 872.26
19.	2 ea – Black EC Film 36"x 50 Yards	523.35	$ 1046.70
	Transfer Tape (Clear Only)		
20.	12 ea – 6.5"x 100 Yards	36.75	$ 441.00
21.	4 ea – 12"x 100 Yards	56.13	$ 224.52
22.	6 ea – 24"x 100 Yards	102.63	$ 615.78
23.	10 ea – 30"x 100 Yards	125.88	$ 1258.80
	TOTAL SECTION 3		$ 40,839.70

BID FORM 4—Bidder Name Lightle Enterprises of Ohio, LLC

U-Channel Posts - Green

	DESCRIPTION	UNIT PRICE	TOTAL
1.	200 ea – U-Channel Posts 6' 1.12 LB Green (able to drive Post in ground)	No Bid	$
2.	800 ea – U-Channel Posts 10' 2 LB Green		$
3.	500 ea – U-Channel Posts 12' 2LB Green		$
4.	100 ea – 3" x 1 5/8" x 15" 6061 T6 M.T. Round Tube Post		$
5.	100 ea - 1'4" x 8" x 12" 14" Aluminum Soil Plate		$
6.	200 ea - Z-Bar 1-3/4" x 1-3/4" x 3/16x14" 6061 T6, slotted and punched to FDOT Standards		$
7.	200 ea - 3" U Bolt, 2 Nuts, & 2 Washers Galvanized		$
	Sign Brackets		
8.	500 ea – U-Channel Bracket for Flat Sign to Flat Sign (Tee)	5.49	$ 2746.50
9.	250 ea – U-Channel Bracket for Flat Sign (90)	4.74	$ 1185.00
10.	500 ea – U-Channel Bracket for Flat Sign (180)	4.74	$ 2370.00
	TOTAL SECTION 4		$ 6301.50

BID FORM 5—Bidder Name Lightle Enterprises of Ohio, LLC

Delineators

	DESCRIPTION	UNIT PRICE	TOTAL
1.	800 ea – Flexible Driver Marker 66" White w/3"x 12" Yellow HIP both Sides Quoting Carsonite FlexGard	34.90	$ 27,920.00
2.	100 ea – Flexible Driver Marker 66" White w/3"x 12" Blue HIP both Sides Quoting Carsonite FlexGard	34.90	$ 3490.00
	TOTAL SECTION 5		$ 31,410.00

BID FORM 6—Bidder Name Lightle Enterprises of Ohio, LLC

MOT Equipment

	DESCRIPTION	UNIT PRICE	TOTAL
1.	100 ea – Barricades **Type II, 36" Wide**, 8" HIP Plastic Panels	NO	$ Bid
2.	30 ea – Channelizer Drum, Meets NCHRP 350, MUTCD and TL/DOT Approved (to include tire ring base.		$
4.	50 ea – Barricades Type III, 6' Wide, w/1"x 8" HIP Plastic Panels, Metal Uprights, **Fully Assembled Panel**		$
3.	50 ea – Barricades **Type III**, MASH tested metal frame w/ 1"x8" HIP plastic panels, **Fully Assembled Panel**		$
5.	100 ea – Traffic Cones, 36" w/HIP Reflective Collars		$
6.	50 ea – Standard Mesh Road Signs 48"x 48"		$
7.	30 ea – Standard Ribs (Fiberglass) for Mesh road Signs 48"		$
8.	30 ea – T-Stands for Mesh Road Signs 48" Press In		$
	TOTAL SECTION 6		$

BID SUMMARY

TOTAL SECTION 1	$ 42,104.90
TOTAL SECTION 2	$ 157,668.40
TOTAL SECTION 3	$ 40,839.07
TOTAL SECTION 4	$ 6,301.50
TOTAL SECTION 5	$ 31,410.00
TOTAL SECTION 6	$ No Bid

CERTIFICATION

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

COMPANY: Lightle Enterprises of Ohio, LLC

ADDRESS: P.O. Box 329 Frankfort, OH 45628

PHONE NO: 740-998-5363

SIGNATURE: David R Lightle

PRINT NAME/TITLE: David R. Lightle Member

E-Mail Address: dlightle@lightleenterprises.com

Date signed: July 29, 2026

Sign Materials

BID FORM 1------ Bidder Name Vulcan Inc dba Vulcan Signs

Unfinished Sign Blanks: All sign blanks shall be a minimum .080 and aluminum.

	DESCRIPTION	UNIT PRICE	TOTAL
1.	50 ea – Flat Aluminum Rectangle Unfinished 12"x 6" w/2 holes.	$2.83	$ 141.50
2.	100 ea – Flat Aluminum Square Unfinished 12"x 12" w/2 Holes.	$5.47	$ 547.00
3.	100 ea – Flat Aluminum Rectangle Unfinished 12"x 18" w/2 Holes.	$7.09	$ 709.00
4.	50 ea – Flat Aluminum Horizontal Unfinished 18"x 6" w/2 Holes.	$4.01	$ 200.50
5.	100 ea – Flat Aluminum Rectangle Unfinished 18"x 18" w/2 Holes.	$10.62	$ 1,062.00
6.	100 ea – Flat Aluminum Rectangle Unfinished 18"x 24" w/2 Holes.	$14.00	$ 1,400.00
7.	50 ea – Flat Aluminum Horizontal Unfinished 24"x 6" w/2 Holes.	$5.29	$ 264.50
8.	50 ea – Flat Aluminum Horizontal Unfinished 30"x 6" w/2 Holes.	$6.74	$ 337.00
9.	200 ea – Flat Aluminum Square/Diamond Unfinished 24"x 24" w/4 Holes.	$18.67	$ 3,734.00
10.	50 ea – Flat Aluminum Octagon Unfinished 24"x 24" w/2 Holes.	$18.07	$ 903.50
11.	20 ea – Flat Aluminum County Shield Unfinished 24"x 24" w/2 Holes.	$18.15	$ 363.00
12.	200 ea – Flat Aluminum Rectangle Unfinished 24"x 30" w/2 holes.	$23.82	$ 4,764.00
13.	200 ea – Flat Aluminum Square/Diamond Unfinished 30"x 30" w/4 Holes.	$29.77	$ 5,954.00
14.	100 ea – Flat Aluminum Horizontal Unfinished 36"x 24" w/2 Holes.	$28.31	$ 2,831.00
15.	100 ea – Flat Aluminum Horizontal 36"x 30" w/2 Holes.	$35 39	$ 3,539 00
16.	100 ea – Flat Aluminum Horizontal Unfinished 48"x 24" w/2 Holes for Single Post Installation.	$37.47	$ 3,747.00
17.	12 ea – Flat Aluminum Round (Memorial) Unfinished 15" w/2 Holes.	$7.83	$ 93.96
18.	50 ea – Flat Aluminum Rectangle Unfinished 18"x 8" w/ No Holes	$27.97	$ 1,398.50
19.	50 ea - Flat Aluminum Rectangle Unfinished 24"x8" w/2 Holes	$7.06	$ 353.00
20.	50 ea - Flat Aluminum Rectangle Unfinished 30"x8" w/2 Holes	$8.98	$ 449.00
	TOTAL SECTION 1		$ 32,791.46

Sign Materials

BID FORM 2---Bidder Name Vulcan Inc dba Vulcan Signs

ASTM Type III or Type IV High Intensity Prismatic; All signs shall be .080 and aluminum

	DESCRIPTION	UNIT PRICE	TOTAL
1.	800 ea – Flat Aluminum Horizontal HIP, White both Sides 24"x 8" No Holes.	$14.13	$ 11,304.00
2.	250 ea – Flat Aluminum Horizontal HIP, White both Sides 30"x8" No Holes.	$20.54	$ 5,135.00
3.	500 ea - Stop Signs R1-1 HIP 30" w/2 Holes.	$42.60	$ 21,300.00
4.	50 ea – No Parking Any Time R7-1 HIP 12"x 18" w/2 Holes.	$13.06	$ 653.00
5.	100 ea – Object Markers 9-Button OMI-18YY HIP 18"x 18" w/2 Holes for Diamond installation.	$29.47	$ 2,947.00
6.	50 ea – Object Markers 9-Button OMI-18RR HIP 18"x 18" w/2 Holes for Diamond installation.	$29.47	$ 1,473.50
7.	12 ea – Round Railroad W10-1 HIP 30" w/2 Holes.	$43 84	$ 526 08
8.	200 ea – Speed Limit R2-1 HIP 24"x 30" w/2 Holes & (No Numbers)	$36.30	$ 7,260.00
9.	100 ea – Watch for Children (Symbol) W41-4C HIP 24"x 24" w/2 Holes for Diamond installation.	$29.04	$ 2,904.00
10.	100 ea – Stop Ahead (Symbol) W3-1 HIP 30"x 30" w/2 Holes for Diamond installation.	$46.31	$ 4,631.00
11.	50 ea – Traffic Signal Ahead (Symbol) W3-3 HIP 30"x 30" w/2 Holes for Diamond installation.	$46.75	$ 2,337.50
12.	24 ea – Do Not Enter R5-1 HIP 30"x 30" w/2 Holes	$45.38	$ 1,089.12
13.	50 ea – School Bus Stop Ahead S3-1 Yellow/Green HIP 30"x 30" w/2 Holes.	$53.44	$ 2,672.00
14.	100 ea – Night Arrow – Single W1-6L HIP 48"x 24" **w/2 Holes for Single Post installation.**	$58.08	$ 5,808.00
15.	100 ea – Night Arrow – Double W1-7 HIP 48"x 24" **w/2 Holes for Single Post installation.**	$58.08	$ 5,808.00
16.	100 ea – Night Arrow Single 90 Left W1-1L HIP 30"x 30" w/2 Holes.	$45.38	$ 4,538.00
17.	100 ea – Night Arrow Single 90 Right W1-1R HIP 30"x 30" w/2 Holes.	$45.38	$ 4,538.00
18.	100 ea – Night Arrow Single 45 Left W1-2L HIP 30"x 30" w/2 Holes.	$45.38	$ 4,538.00
19.	100 ea – Night Arrow Single 45 Right W1-2R HIP 30"x 30" w/2 Holes.	$45.38	$ 4,538.00
20.	100 ea – Intersection 4-Way W2-1 HIP 30"x 30" w/2 Holes.	$45.38	$ 4538.00
21.	100 ea – Intersection "T" W2-2 HIP 30"x 30" w/2 Holes.	$45.38	$ 4,538 00
22.	24 ea – Speed Limit Ahead W3-5 HIP 30"x 30" w/2 Holes for Diamond installation & No Numbers.	$45.38	$ 1,089.12
23.	12 ea – No Right Turn R3-1 HIP 30"x 30" w/2 Holes.	$45 38	$ 544 56
24.	12 ea – No Left Turn R3-2 HIP 30"x 30" w/2 Holes.	$45 38	$ 544 56
25.	100 ea – Chevrons W1-8R HIP 12"x 18" w/2 Holes.	$13.06	$ 1,306 00
26.	50 ea – Florida Handicap R7-8-FL 12"x 18" w/2 Holes.	$13.06	$ 653.00
27.	50 ea – County Route M1-6 24"x 24" (Columbia County) HIP Blue Background & HIP Yellow Lettering, No numbers, w/2 Holes.	$32.86	$ 1,643.00
28.	12 ea – School Signs S6-1-20 (When Flashing) & No Numbers 24"x48" Yellow/Green HIP.	$58.35	$ 700.20
29.	12 ea – School Signs S1-1 30"x 30" Yellow/ Green HIP.	$47 81	$ 573 72
30.	School Signs S2-1 30"x 30" Yellow/Green HIP	$52 66	$ 52 66

Sign Materials

31.	12 ea – School Signs S4-3 24"x 8" (School) Yellow/Green HIP.	$11.65	$ 139.80
32.	12 ea – School Signs S4-3 24"x 8" (Ahead) Yellow/Green HIP.	$11.65	$ 139.80
33.	12 ea – School Signs S4-3 24"x 8" (Arrow pointing to the left & down) Yellow/Green HIP.	$11.65	$ 139.80
34.	12 ea – Welcome to Columbia County I-28a 30" x 24" Green Background & White Lettering HIP.	$45.20	$ 542.40
35.	200 ea – Columbia County Logo Decal Round 3". No aluminum, EG Film	$1.50	$ 300.00
36.	12 ea – Columbia County Logo Decal Round 6" No aluminum, EG Film.	$2.50	$ 30.00
37.	200 ea – Columbia County Logo Decal Round 12" No aluminum, EG Film	$6.50	$ 1,300.00
38.	200 ea – Columbia County Logo Decal Round 30" No aluminum, EG Film	$27.50	$ 5,500.00
39.	200 ea. – U-Channel Post mount red HIP covered blank, 42" x 2.5" w/2 holes.	$7.07	$ 1,414.00
40.	50 ea. – Stop Signs R1-1 HIP 18" w/2 Holes	$16.68	$ 834.00
41.	100 ea.- Stop Signs R1-1 HIP No Holes 48"	$109 01	$ 10,901.00
42.	100 ea.- Stop Signs R1-1 HIP No Holes 36"	$61.34	$ 6,134.00
43.	U-Channel Post Mount Yellow HIP covered blank 42" x 25" w/2 holes	$7.07	$ 7.07
	TOTAL SECTION 2—Bidder Name Vulcan Inc dba Vulcan Signs		$137,564.79

Sign Materials

BID FORM 3—Bidder Name Vulcan Inc dba Vulcan Signs

Sign Sheeting

	DESCRIPTION	UNIT PRICE	TOTAL
1.	4 ea – White EG 30"x 50 Yards	$393 75	$1,575.00
2.	4 ea – White EG 36"x 50 Yards	$472.50	$1,890.00
3.	2 ea – Yellow EG 30"x 50 Yards	$393 75	$787 50
4.	10 ea – White HIP 30"x 50 Yards	$543.75	$5,437.50
5.	4 ea – White HIP 36"x 50 Yards	$652.50	$2,610 00
6.	10 ea – Yellow HIP 30"x 50 Yards	$543.75	$5,437.50
7.	4 ea – Yellow HIP 36"x 50 Yards	$652.50	$2,610.00
8.	2 ea – Orange HIP 30"x 50 Yards	$543.75	$1,087.50
9.	2 ea – Orange HIP 36"x 50 Yards	$652.50	$1,305.00
10.	2 ea – Red HIP 30"x 50 Yards	$543.75	$1,087.50
11.	2 ea – Red HIP 36" x 50 Yards	$652 50	$1,305 00
12.	4 ea – Blue EC Film 30"x 50 Yards **(3M Material Only)**	$420.00	$ 1,680.00
13.	2 ea – Blue EC Film 36"x 50 Yards **(3M Material Only)**	$504.00	$ 1,008.00
14.	12 ea – Green EC Film 30"x 50 Yards **(3M Material Only)**	$420 00	$ 5,040 00
15.	6 ea – Green EC Film 36"x 50 Yards **(3M Material Only)**	$504.00	$ 3,024.00
16.	6 ea – Red EC Film 30"x 50 Yards	$420.00	$2,520.00
17.	2 ea – Red EC Film 36"x 50 Yards	$504 00	$1,008 00
18.	2 ea – Black EC Film 30"x 50 Yards	$420.00	$840.00
19.	2 ea – Black EC Film 36"x 50 Yards	$504.00	$1,008.00
	Transfer Tape (Clear Only)		
20.	12 ea – 6.5"x 100 Yards 6" Only - MOQ: 8 / MOI 1	$57.94	$695.28
21.	4 ea – 12"x 100 Yards MOQ 1 / MOI: 1	$115.98	$463.92
22.	6 ea – 24"x 100 Yards MOQ.1 / MOI: 1	$231 75	$1,390 50
23.	10 ea – 30"x 100 Yards MOQ 3 / MOI 1	$289.69	$2,896.90
	TOTAL SECTION 3		$46,707.10

BID FORM 4—Bidder Name Vulcan Inc dba Vulcan Signs

U-Channel Posts - Green

	DESCRIPTION	UNIT PRICE	TOTAL
1.	200 ea – U-Channel Posts 6' 1.12 LB Green (able to drive Post in ground)	$8.65	$ 1,730.00
2.	800 ea – U-Channel Posts 10' 2 LB Green	$23.71	$18,968.00
3.	500 ea – U-Channel Posts 12' 2LB Green	$28 45	$14,225.00
4.	100 ea - 3" x 1/8" x 15' 6061-T6 M/P Round Tube Post	$192.98	$19298.00
5.	100 ea - 1'4" x 8" x 12" 14" Aluminum Soil Plate	$12.44	$1,244.00
6.	200 ea - Z-Bar 1-3/4" x 1-3/4" x 3/16x14" 6061-T6, slotted and punched to FDOT Standards	$23.54	$ 4,708.00
7.	200 ea - 3" U Bolt, 2 Nuts, & 2 Washers Galvanized	$23.01	$ 4,602.00
	Sign Brackets		
8.	500 ea – U-Channel Bracket for Flat Sign to Flat Sign (Tee) **5 1/2"	$6.95	$ 3,475.00
9.	250 ea – U-Channel Bracket for Flat Sign (90) **5 1/2"	$6.95	$1,737.50
10.	500 ea – U-Channel Bracket for Flat Sign (180) **5 1/2"	$6.95	$3,475.00
	TOTAL SECTION 4		$73,462.50

BID FORM 5—Bidder Name Vulcan Inc dba Vulcan Signs

Delineators

	DESCRIPTION	UNIT PRICE	TOTAL
1.	800 ea – Flexible Driver Marker 66" White w/3"x 12" Yellow HIP both Sides	$22.80	$ 18,240.00
2.	100 ea – Flexible Driver Marker 66" White w/3" x 12" Blue HIP both Sides	$22.80	$ 2,280.00
	TOTAL SECTION 5		$ 20,520 00

BID FORM 6—Bidder Name Vulcan Inc dba Vulcan Signs

MOT Equipment

	DESCRIPTION	UNIT PRICE	TOTAL
1.	100 ea – Barricades **Type II, 36" Wide**, 8" HIP Plastic Panels	$88.43	$ 8,843.00
3.	50 ea – Channelizer Drum, Meets NCHRP350, MUTCD and FLDOT Approved to Include freeing base	$76.28	$ 3,814.00
4.	50 ea – Barricades Type III, 6' Wide, w/1"x 8" HIP Plastic Panels, Metal Uprights, **Fully Assembled Panel**	$379.98	$ 18,999.00
2.	50 ea – Barricades **Type III**, MASH tested metal frame w/ 1"x8" HIP plastic panels, **Fully Assembled Panel**	$416.66	$ 20,833.00
5.	100 ea – Traffic Cones, 36" w/HIP Reflective Collars	$28.43	$ 2,843.00
6.	30 ea – Standard Mesh Road Signs 48"x 48"	$32.14	$ 964.20
7.	30 ea – Standard Ribs (Fiberglass) for Mesh road Signs 48"	$12.49	$ 374.70
8.	30 ea – T Stands for Mesh Road Signs 48" Press in	$12.49	$ 374.70
	TOTAL SECTION 6		$ 57,045.60

BID SUMMARY

TOTAL SECTION 1	$ 32,791.46
TOTAL SECTION 2	$ 137,564.79
TOTAL SECTION 3	$ 46,707.10
TOTAL SECTION 4	$ 73,462.50
TOTAL SECTION 5	$ 20,520.00
TOTAL SECTION 6	$ 57,045.60

CERTIFICATION

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

COMPANY: Vulcan Inc dba Vulcan Signs

ADDRESS: 410 East Berry Ave Foley, Alabama 36535

PHONE NO: 800-633-6845

SIGNATURE:

PRINT NAME/TITLE: David B. Beviacqua Vice President / GM

E-Mail Address: vulcan3@vulcaninc.com

Date signed: 7/16/2026

SERVICE AGREEMENT

THIS AGREEMENT ("Agreement" or "Contract") made this 20th day of August , 2026 by and between **Safety Products, Inc.** with its principle address at 3517 Craftsman Blvd Lakeland, FL 33803 , hereinafter called "Contractor", and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, with its mailing address at Post Office Box 1529 Lake City, Florida 32056-1529, hereinafter called "County".

WITNESSETH:

WHEREAS, the County solicited bids for the furnish of materials, equipment, labor, and incidentals to complete the instructions under Bid No. 2026-N " Sign Materials "; and

WHEREAS, the County and the Contractor desire to enter into an agreement for the provision of services by the Contractor to the County and the terms of payment by the County to the Contractor with other terms and conditions that shall govern the subject matter of this Contract.

NOW, **THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

I. RECITALS INCORPORATED

The above recitals are true and correct and are incorporated here by reference.

II. FEES FOR PRODUCTS

The Contractor shall be compensated in accordance with the Bid Form submitted by the Contractor for Bid No. 2026-N.

III. PERMITS AND INSURANCE

Prior to commencement pursuant to this Agreement, the Contractor shall provide the County copies of all current and applicable licenses and permits together with all insurance documents set forth in the bid documents.

IV. MOBILIZATION

The Contractor shall provide a contact 24 hours-a-day and 7 days-per-week to receive and respond in person to verbal or written work directions for the duration of this Contract. Contact must be available to meet with the County or designated representative as needed or will be required to respond by telephone within Thirty (30) minutes of being notified. Advise the County of any changes to the telephone number for the contact and require that contact to be available by phone or other methods pre-approved by the County. After notification, report to the emergency work site location(s) within Four (4) hours prepared to secure the site and begin working.

V. INVOICING AND PAYMENT

The County shall make payment of all approved invoices to the Contractor in accordance with the Local Government Prompt Payment Act, Fla. Section 208.70 et seq.

VI. TERM

The term of this agreement shall be for three (3) years from the date of this Agreement or until

Grant Closeout, whichever is greater. Subject to approval in the sole discretion of the County's Board of Commissioners. This Agreement may be extended at the discretion of the County's Board of Commissioners or their designee.

VII. INDEMNITY

Contractor (as indemnitor) shall indemnify, save and hold County, its officers and employees, agents, successors, and assign (as indemnitee) harmless from and against and in respect of any act, judgement, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") to the extent caused by or related to any action, neglect or omission of Contractor in its performance under the Agreement, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interest levied and other charges levied by other federal, state and local government agencies on County by reasons of Contractor's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is unlimited; provided, however that the indemnity is not intended to cover claims against County arising out of County's own negligence or intentional misconduct. Nothing herein shall be interpreted by the parties or any third party that County waives its sovereign immunity otherwise provided by law. For purposes of this section, the term County shall include County, officers, and its employees.

VIII. INTEGRATION

This written instrument and the attachments to which reference is made constitute the entire Agreement between the County and the Contractor. All prior and contemporaneous agreements and understandings, whether oral or written, are without effect in the construction of any provision if they alter or otherwise vary any term or condition set forth in this instrument.

IX. RIGHT TO REQUIRE PERFORMANCE

The failure of the County at any time to require performance by the Contractor of any provision of this Agreement shall in no way affect the right of the County thereafter to enforce such provision. Nor shall waiver by the County of any material breach of any terms of this Agreement be taken or held to be a waiver of any subsequent material breach of such term or as a waiver of any provision of this Agreement.

X. AMENDMENT

This Agreement may be altered, amended, or repealed only by a written instrument signed by authorized representatives of the parties.

XI. LAW TO GOVERN AND VENUE

The laws of the State of Florida shall govern the validity, construction, interpretation, and effect of this Agreement. The state courts situated within Columbia County, Florida, shall be the exclusive venue for any legal proceeding concerning this Agreement.

XII. ASSIGNMENT

The Contractor shall not assign any portion of the agreement for services to be rendered hereunder without written consent first obtained from the County and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and shall not convey any rights to the assignee. Any change in Contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment. The County shall not unreasonably withhold its approval of a requested change in ownership, so long as the transferee is of known financial and business integrity for the undertaking and can conclusively demonstrate the ability to perform all terms and conditions and obligations of this agreement.

XIII. PRODUCT ENDORSEMENT/ADVERTISING

Contractor shall not use the name of the County for the endorsement of any commercial products or services or Contractor's logo or brand name without the expressed written permission of the County. This shall not prevent Contractor from informing third parties of Contractor's contract with County and naming County as a business reference for Contractor.

XIV. WARRANTY REGARDING CONSIDERATION AND PROCUREMENT

Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to procure or solicit any agreement under this procurement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from this procurement. Further, Contractor represents that its pricing has been independently arrived at without collusion. It has not knowingly influenced and promises that it will not knowingly influence a County employee or former County employee to breach any ethical standards. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks. Violation of this warranty shall constitute default of this Agreement.

XV. RELATIONSHIP OF THE PARTIES

Contractor is an independent contractor. Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and the Contractor.

XVI. AGREEMENT TO PAY ATTORNEY'S FEES AND EXPENSES

In the event either party should default under any of the provisions of this agreement and the other party should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of any obligation or agreement on the part of either party, the prevailing party shall recover from the other party the reasonable fee for such attorneys and such other reasonable expenses and costs so incurred.

XVII. BINDING EFFECT

This agreement shall ensure the benefit of and shall be binding upon the parties and their respective successors and permitted assigns.

XVIII. SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this agreement shall as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

XIX. PUBLIC RECORDS

The parties acknowledge County is a political subdivision of the State of Florida and is required to comply with the Public Record Act of the State of Florida, Chapter 119, Florida Statues, and all other public entity provisions required of the County as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Contractor will maintain originals or copies of its records regarding or arising out of this agreement for a minimum of five (5) years after the termination of this agreement, and shall make such records reasonably available to the County upon request.

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 COUNTY'S CUSTODIAN OF PUBLIC RECORDS: P.O. Box 1529, Lake City, Florida 32056-1529, (386) 752-1326, bccadmin@columbiacountyfla.com.

XX. ADDITIONAL CONVENANTS

Contractor hereby agrees that it will not bring an action in any court or other forum seeking to void, nullify, terminate or set aside this Agreement on the grounds that the Agreement does not comply with the laws of Florida, including the Constitution of the State of Florida as revised in 1968 and subsequently amended (the "Constitution"). For clarification, the parties agree that the foregoing is not an acknowledgement by either party that this agreement does not comply with the laws of the State of Florida, including the Constitution, and that the foregoing statement does not amend, modify or limit the parties' respective representations herein. Notwithstanding anything in this Agreement to the contrary, neither party will be liable to the other party for any indirect, incidental, loss of profits, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement to the extent and in the event a court of competent jurisdiction should declare all or any material portion of this Agreement contrary to law or otherwise invalid.

XXI. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties and indemnities, and the covenants and agreements to be performed subsequent to the execution hereof by the parties contained in this Agreement, or in any document delivered in contemplation hereof shall survive the execution of this agreement and the termination, either voluntarily or involuntarily, of this Agreement.

XXII. BID DOCUMENTS INCORPORATED

This Agreement, to the extent applicable, shall include the terms, conditions, scope of work, and specifications of County's Bid No. 2026-_N__. However, the foregoing agreement shall govern and take precedence in the event of any conflict between the foregoing agreement and the bid documents.

XXIII. PERFORMANCE IN CASE OF SUBSEQUENT AWARD TO THIRD PARTY

Should Contractor fail to prevail in a future procurement cycle, Contractor shall provide all services required in and under this Agreement until the ending date of this Agreement or any agreed extension of this Agreement. To ensure continued performance fully consistent with the requirements of this Agreement through any such period, the Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent agreement to a competing organization, and shall fully cooperate with the County in providing non- proprietary data and information which will assist in an orderly transition of the service to the new contractor. Contractor shall make no changes in methods of operation which could reasonably considered to the aimed at cutting Contractor's service and operating cost to maximize profits during the final stages of the Agreement. However, County recognizes that if a competing organization should prevail in a future procurement cycle, Contractor may reasonably begin to prepare for transition of service to the new Contractor. County shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Contractor:

_____
Witness

_____
By:

_____
Print or type name Witness

_____
Print or type name

State of Florida

County of Columbia

The foregoing instrument was acknowledged before me this____day of _____, by_____who is personally known to me or who provided _____ _____ as identification.

(NOTARIAL SEAL)

_____
Notary Public, State of Florida

_____
(Print or Type Name)
My Commission Expires:

Signed, sealed and delivered in the presence of: **BOARD OF COUNTY COMMISSIONERS COLUMBIA COUNTY, FLORIDA**

_____ _____

Witness By: Chairman

_____

Print or Type Name ATTEST:_____

James M. Swisher, Clerk of Court

_____

Witness

_____

Print or Type name

(Seal)

Form Approved By:

_____

Joel F. Foreman, County Attorney

SERVICE AGREEMENT

THIS AGREEMENT ("Agreement" or "Contract") made this 20th day of August , 2026 by and between **Lightle Enterprises of Ohio, LLC** with its principle address at P.O. Box 329 Frankfort, OH 45628 , hereinafter called "Contractor", and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, with its mailing address at Post Office Box 1529 Lake City, Florida 32056-1529, hereinafter called "County".

WITNESSETH:

WHEREAS, the County solicited bids for the furnish of materials, equipment, labor, and incidentals to complete the instructions under Bid No. 2026-N " Sign Materials "; and

WHEREAS, the County and the Contractor desire to enter into an agreement for the provision of services by the Contractor to the County and the terms of payment by the County to the Contractor with other terms and conditions that shall govern the subject matter of this Contract.

NOW, **THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

I. RECITALS INCORPORATED

The above recitals are true and correct and are incorporated here by reference.

II. FEES FOR PRODUCTS

The Contractor shall be compensated in accordance with the Bid Form submitted by the Contractor for Bid No. 2026-N.

III. PERMITS AND INSURANCE

Prior to commencement pursuant to this Agreement, the Contractor shall provide the County copies of all current and applicable licenses and permits together with all insurance documents set forth in the bid documents.

IV. MOBILIZATION

The Contractor shall provide a contact 24 hours-a-day and 7 days-per-week to receive and respond in person to verbal or written work directions for the duration of this Contract. Contact must be available to meet with the County or designated representative as needed or will be required to respond by telephone within Thirty (30) minutes of being notified. Advise the County of any changes to the telephone number for the contact and require that contact to be available by phone or other methods pre-approved by the County. After notification, report to the emergency work site location(s) within Four (4) hours prepared to secure the site and begin working.

V. INVOICING AND PAYMENT

The County shall make payment of all approved invoices to the Contractor in accordance with the Local Government Prompt Payment Act, Fla. Section 208.70 et seq.

VI. TERM

The term of this agreement shall be for three (3) years from the date of this Agreement or until

Grant Closeout, whichever is greater. Subject to approval in the sole discretion of the County's Board of Commissioners. This Agreement may be extended at the discretion of the County's Board of Commissioners or their designee.

VII. INDEMNITY

Contractor (as indemnitor) shall indemnify, save and hold County, its officers and employees, agents, successors, and assign (as indemnitee) harmless from and against and in respect of any act, judgement, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") to the extent caused by or related to any action, neglect or omission of Contractor in its performance under the Agreement, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interest levied and other charges levied by other federal, state and local government agencies on County by reasons of Contractor's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is unlimited; provided, however that the indemnity is not intended to cover claims against County arising out of County's own negligence or intentional misconduct. Nothing herein shall be interpreted by the parties or any third party that County waives its sovereign immunity otherwise provided by law. For purposes of this section, the term County shall include County, officers, and its employees.

VIII. INTEGRATION

This written instrument and the attachments to which reference is made constitute the entire Agreement between the County and the Contractor. All prior and contemporaneous agreements and understandings, whether oral or written, are without effect in the construction of any provision if they alter or otherwise vary any term or condition set forth in this instrument.

IX. RIGHT TO REQUIRE PERFORMANCE

The failure of the County at any time to require performance by the Contractor of any provision of this Agreement shall in no way affect the right of the County thereafter to enforce such provision. Nor shall waiver by the County of any material breach of any terms of this Agreement be taken or held to be a waiver of any subsequent material breach of such term or as a waiver of any provision of this Agreement.

X. AMENDMENT

This Agreement may be altered, amended, or repealed only by a written instrument signed by authorized representatives of the parties.

XI. LAW TO GOVERN AND VENUE

The laws of the State of Florida shall govern the validity, construction, interpretation, and effect of this Agreement. The state courts situated within Columbia County, Florida, shall be the exclusive venue for any legal proceeding concerning this Agreement.

XII. ASSIGNMENT

The Contractor shall not assign any portion of the agreement for services to be rendered hereunder without written consent first obtained from the County and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and shall not convey any rights to the assignee. Any change in Contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment. The County shall not unreasonably withhold its approval of a requested change in ownership, so long as the transferee is of known financial and business integrity for the undertaking and can conclusively demonstrate the ability to perform all terms and conditions and obligations of this agreement.

XIII. PRODUCT ENDORSEMENT/ADVERTISING

Contractor shall not use the name of the County for the endorsement of any commercial products or services or Contractor's logo or brand name without the expressed written permission of the County. This shall not prevent Contractor from informing third parties of Contractor's contract with County and naming County as a business reference for Contractor.

XIV. WARRANTY REGARDING CONSIDERATION AND PROCUREMENT

Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to procure or solicit any agreement under this procurement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from this procurement. Further, Contractor represents that its pricing has been independently arrived at without collusion. It has not knowingly influenced and promises that it will not knowingly influence a County employee or former County employee to breach any ethical standards. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks. Violation of this warranty shall constitute default of this Agreement.

XV. RELATIONSHIP OF THE PARTIES

Contractor is an independent contractor. Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and the Contractor.

XVI. AGREEMENT TO PAY ATTORNEY'S FEES AND EXPENSES

In the event either party should default under any of the provisions of this agreement and the other party should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of any obligation or agreement on the part of either party, the prevailing party shall recover from the other party the reasonable fee for such attorneys and such other reasonable expenses and costs so incurred.

XVII. BINDING EFFECT

This agreement shall ensure the benefit of and shall be binding upon the parties and their respective successors and permitted assigns.

XVIII. SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this agreement shall as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

XIX. PUBLIC RECORDS

The parties acknowledge County is a political subdivision of the State of Florida and is required to comply with the Public Record Act of the State of Florida, Chapter 119, Florida Statues, and all other public entity provisions required of the County as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Contractor will maintain originals or copies of its records regarding or arising out of this agreement for a minimum of five (5) years after the termination of this agreement, and shall make such records reasonably available to the County upon request.

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 COUNTY'S CUSTODIAN OF PUBLIC RECORDS: P.O. Box 1529, Lake City, Florida 32056-1529, (386) 752-1326, bccadmin@columbiacountyfla.com.

XX. ADDITIONAL CONVENANTS

Contractor hereby agrees that it will not bring an action in any court or other forum seeking to void, nullify, terminate or set aside this Agreement on the grounds that the Agreement does not comply with the laws of Florida, including the Constitution of the State of Florida as revised in 1968 and subsequently amended (the "Constitution"). For clarification, the parties agree that the foregoing is not an acknowledgement by either party that this agreement does not comply with the laws of the State of Florida, including the Constitution, and that the foregoing statement does not amend, modify or limit the parties' respective representations herein. Notwithstanding anything in this Agreement to the contrary, neither party will be liable to the other party for any indirect, incidental, loss of profits, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement to the extent and in the event a court of competent jurisdiction should declare all or any material portion of this Agreement contrary to law or otherwise invalid.

XXI. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties and indemnities, and the covenants and agreements to be performed subsequent to the execution hereof by the parties contained in this Agreement, or in any document delivered in contemplation hereof shall survive the execution of this agreement and the termination, either voluntarily or involuntarily, of this Agreement.

XXII. BID DOCUMENTS INCORPORATED

This Agreement, to the extent applicable, shall include the terms, conditions, scope of work, and specifications of County's Bid No. 2026-_N__. However, the foregoing agreement shall govern and take precedence in the event of any conflict between the foregoing agreement and the bid documents.

XXIII. PERFORMANCE IN CASE OF SUBSEQUENT AWARD TO THIRD PARTY

Should Contractor fail to prevail in a future procurement cycle, Contractor shall provide all services required in and under this Agreement until the ending date of this Agreement or any agreed extension of this Agreement. To ensure continued performance fully consistent with the requirements of this Agreement through any such period, the Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent agreement to a competing organization, and shall fully cooperate with the County in providing non- proprietary data and information which will assist in an orderly transition of the service to the new contractor. Contractor shall make no changes in methods of operation which could reasonably considered to the aimed at cutting Contractor's service and operating cost to maximize profits during the final stages of the Agreement. However, County recognizes that if a competing organization should prevail in a future procurement cycle, Contractor may reasonably begin to prepare for transition of service to the new Contractor. County shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Contractor:

_____
Witness

_____
By:

_____
Print or type name Witness

_____
Print or type name

State of Florida

County of Columbia

The foregoing instrument was acknowledged before me this____day of _____, by_____who is personally known to me or who provided _____ _____ as identification.

(NOTARIAL SEAL)

_____
Notary Public, State of Florida

_____
(Print or Type Name)
My Commission Expires:

Signed, sealed and delivered in the presence of: **BOARD OF COUNTY COMMISSIONERS COLUMBIA COUNTY, FLORIDA**

_____ _____

Witness By: Chairman

_____

Print or Type Name ATTEST:_____

James M. Swisher, Clerk of Court

_____

Witness

_____

Print or Type name

(Seal)

Form Approved By:

_____

Joel F. Foreman, County Attorney

SERVICE AGREEMENT

THIS AGREEMENT ("Agreement" or "Contract") made this 20th day of August , 2026 by and between **Vulcan, Inc. dba Vulcan Signs** with its principle address at P.O. Box 1850 Foley, AL 36536 , hereinafter called "Contractor", and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, with its mailing address at Post Office Box 1529 Lake City, Florida 32056-1529, hereinafter called "County".

WITNESSETH:

WHEREAS, the County solicited bids for the furnish of materials, equipment, labor, and incidentals to complete the instructions under Bid No. 2026-N " Sign Materials "; and

WHEREAS, the County and the Contractor desire to enter into an agreement for the provision of services by the Contractor to the County and the terms of payment by the County to the Contractor with other terms and conditions that shall govern the subject matter of this Contract.

NOW, **THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

I. RECITALS INCORPORATED

The above recitals are true and correct and are incorporated here by reference.

II. FEES FOR PRODUCTS

The Contractor shall be compensated in accordance with the Bid Form submitted by the Contractor for Bid No. 2026-N.

III. PERMITS AND INSURANCE

Prior to commencement pursuant to this Agreement, the Contractor shall provide the County copies of all current and applicable licenses and permits together with all insurance documents set forth in the bid documents.

IV. MOBILIZATION

The Contractor shall provide a contact 24 hours-a-day and 7 days-per-week to receive and respond in person to verbal or written work directions for the duration of this Contract. Contact must be available to meet with the County or designated representative as needed or will be required to respond by telephone within Thirty (30) minutes of being notified. Advise the County of any changes to the telephone number for the contact and require that contact to be available by phone or other methods pre-approved by the County. After notification, report to the emergency work site location(s) within Four (4) hours prepared to secure the site and begin working.

V. INVOICING AND PAYMENT

The County shall make payment of all approved invoices to the Contractor in accordance with the Local Government Prompt Payment Act, Fla. Section 208.70 et seq.

VI. TERM

The term of this agreement shall be for three (3) years from the date of this Agreement or until

Grant Closeout, whichever is greater. Subject to approval in the sole discretion of the County's Board of Commissioners. This Agreement may be extended at the discretion of the County's Board of Commissioners or their designee.

VII. INDEMNITY

Contractor (as indemnitor) shall indemnify, save and hold County, its officers and employees, agents, successors, and assign (as indemnitee) harmless from and against and in respect of any act, judgement, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") to the extent caused by or related to any action, neglect or omission of Contractor in its performance under the Agreement, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interest levied and other charges levied by other federal, state and local government agencies on County by reasons of Contractor's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is unlimited; provided, however that the indemnity is not intended to cover claims against County arising out of County's own negligence or intentional misconduct. Nothing herein shall be interpreted by the parties or any third party that County waives its sovereign immunity otherwise provided by law. For purposes of this section, the term County shall include County, officers, and its employees.

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This written instrument and the attachments to which reference is made constitute the entire Agreement between the County and the Contractor. All prior and contemporaneous agreements and understandings, whether oral or written, are without effect in the construction of any provision if they alter or otherwise vary any term or condition set forth in this instrument.

IX. RIGHT TO REQUIRE PERFORMANCE

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This Agreement may be altered, amended, or repealed only by a written instrument signed by authorized representatives of the parties.

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The laws of the State of Florida shall govern the validity, construction, interpretation, and effect of this Agreement. The state courts situated within Columbia County, Florida, shall be the exclusive venue for any legal proceeding concerning this Agreement.

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The Contractor shall not assign any portion of the agreement for services to be rendered hereunder without written consent first obtained from the County and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and shall not convey any rights to the assignee. Any change in Contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment. The County shall not unreasonably withhold its approval of a requested change in ownership, so long as the transferee is of known financial and business integrity for the undertaking and can conclusively demonstrate the ability to perform all terms and conditions and obligations of this agreement.

XIII. PRODUCT ENDORSEMENT/ADVERTISING

Contractor shall not use the name of the County for the endorsement of any commercial products or services or Contractor's logo or brand name without the expressed written permission of the County. This shall not prevent Contractor from informing third parties of Contractor's contract with County and naming County as a business reference for Contractor.

XIV. WARRANTY REGARDING CONSIDERATION AND PROCUREMENT

Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to procure or solicit any agreement under this procurement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from this procurement. Further, Contractor represents that its pricing has been independently arrived at without collusion. It has not knowingly influenced and promises that it will not knowingly influence a County employee or former County employee to breach any ethical standards. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks. Violation of this warranty shall constitute default of this Agreement.

XV. RELATIONSHIP OF THE PARTIES

Contractor is an independent contractor. Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and the Contractor.

XVI. AGREEMENT TO PAY ATTORNEY'S FEES AND EXPENSES

In the event either party should default under any of the provisions of this agreement and the other party should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of any obligation or agreement on the part of either party, the prevailing party shall recover from the other party the reasonable fee for such attorneys and such other reasonable expenses and costs so incurred.

XVII. BINDING EFFECT

This agreement shall ensure the benefit of and shall be binding upon the parties and their respective successors and permitted assigns.

XVIII. SEVERABILITY

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XIX. PUBLIC RECORDS

The parties acknowledge County is a political subdivision of the State of Florida and is required to comply with the Public Record Act of the State of Florida, Chapter 119, Florida Statues, and all other public entity provisions required of the County as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Contractor will maintain originals or copies of its records regarding or arising out of this agreement for a minimum of five (5) years after the termination of this agreement, and shall make such records reasonably available to the County upon request.

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 COUNTY'S CUSTODIAN OF PUBLIC RECORDS: P.O. Box 1529, Lake City, Florida 32056-1529, (386) 752-1326, bccadmin@columbiacountyfla.com.

XX. ADDITIONAL CONVENANTS

Contractor hereby agrees that it will not bring an action in any court or other forum seeking to void, nullify, terminate or set aside this Agreement on the grounds that the Agreement does not comply with the laws of Florida, including the Constitution of the State of Florida as revised in 1968 and subsequently amended (the "Constitution"). For clarification, the parties agree that the foregoing is not an acknowledgement by either party that this agreement does not comply with the laws of the State of Florida, including the Constitution, and that the foregoing statement does not amend, modify or limit the parties' respective representations herein. Notwithstanding anything in this Agreement to the contrary, neither party will be liable to the other party for any indirect, incidental, loss of profits, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement to the extent and in the event a court of competent jurisdiction should declare all or any material portion of this Agreement contrary to law or otherwise invalid.

XXI. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties and indemnities, and the covenants and agreements to be performed subsequent to the execution hereof by the parties contained in this Agreement, or in any document delivered in contemplation hereof shall survive the execution of this agreement and the termination, either voluntarily or involuntarily, of this Agreement.

XXII. BID DOCUMENTS INCORPORATED

This Agreement, to the extent applicable, shall include the terms, conditions, scope of work, and specifications of County's Bid No. 2026-_N__. However, the foregoing agreement shall govern and take precedence in the event of any conflict between the foregoing agreement and the bid documents.

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IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Contractor:

_____
Witness

_____
By:

_____
Print or type name Witness

_____
Print or type name

State of Florida

County of Columbia

The foregoing instrument was acknowledged before me this____day of _____, by_____who is personally known to me or who provided _____ _____ as identification.

(NOTARIAL SEAL)

_____
Notary Public, State of Florida

_____
(Print or Type Name)
My Commission Expires:

Signed, sealed and delivered in the presence of: **BOARD OF COUNTY COMMISSIONERS COLUMBIA COUNTY, FLORIDA**

Witness

By: Chairman

Print or Type Name

ATTEST:
James M. Swisher, Clerk of Court

Witness

Print or Type name

(Seal)

Form Approved By:

Joel F. Foreman, County Attorney

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

Department: Public Works Meeting Dat e: 8/20/2026

1. Nature and purpose of agenda item:

   To work with the County Engineer doing the administrative side of the County's capital improvement projects from initiation to completion.

2. Recommended Motion/Action:

   Approve Project Specialist Position Description

3. Fiscal impact on current budget:

   This item has no effect on the current budget.

POSITION DESCRIPTION

POSITION Project Specialist	**LOCATION:** Public Works
PAY GRADE: 139	**EXEMPTION STATUS:** NON-EXEMPT
SCHEDULE: 40 HOURS PER WEEK, TYPICALLY MONDAY THROUGH FRIDAY 8-5	

ABOUT COLUMBIA COUNTY

Columbia County is one of Florida's best-kept secrets, with quiet, peaceful springs. It is home to Florida's Springlands, featuring multiple natural springs, lakes, rivers, and nine beautiful state parks. In 2022, the US Census Bureau QuickFacts estimated Columbia County's population at 72,000 residents. Columbia County is a southeast sports destination, hosting multiple tournaments and camps. It requires a diverse and dedicated workforce to support residents in living and working and to welcome visitors who experience our piece of the Florida playground. Consider applying for a position with us today.

Job Description

Under the general direction of the Public Works Director, the Project Specialist performs advanced administrative and project management work supporting the planning, coordination, tracking, and administration of capital projects and grant-funded initiatives. Serves as the central point of coordination between County departments, consultants, contractors, funding agencies, and external partners to ensure projects remain on schedule, within budget, and compliant with applicable regulations. Responsible for maintaining project documentation, monitoring grant requirements, preparing reports, and providing administrative oversight throughout the project lifecycle.

Training and Experience

Preferred AA or AS in Business Management, Construction Management, or Project Management, or a closely related field; and two (2) years of progressively responsible experience in project coordination, capital project administration, engineering support, construction administration, or a related field. An equivalent combination of education, training, and experience may be substituted for years of experience.

Professional Licenses/Mandatory Requirements

Possession of a valid Florida driver's license required. Columbia County residency required within six months of the date of employment.

DRAFT

Essential Functions

- Coordinates the administrative management of capital improvement projects from project initiation through completion.
- Assists the County Engineer in monitoring project schedules, budgets, milestones, deliverables, and deadlines.
- Maintains comprehensive project files, contracts, permits, easements, and supporting documentation.
- Monitors project performance measures, reporting deadlines, reimbursement requests, and required documentation.
- Prepares and reviews project correspondence, reports, agendas, presentations, and status updates for County leadership and the Board of County Commissioners.
- Maintains project schedules and monitors progress to identify potential delays or issues requiring management attention.
- Reviews consultant and contractor invoices for accuracy and compliance prior to processing.
- Maintains project budgets and tracks expenditures, encumbrances, reimbursements, and available funding.
- Coordinates with the BOCC Finance Manager regarding project funding and budget reporting.
- Serves as a liaison between Public Works, Engineering, Finance, Purchasing, and other County departments to facilitate successful project delivery.
- Develops and maintains project tracking systems, dashboards, and performance reports.
- Ensures project records comply with public records retention requirements.
- Responds to inquiries from internal departments, contractors, consultants, regulatory agencies, and the public regarding assigned projects.
- Identifies administrative process improvements to enhance project efficiency and accountability.
- Required to work during a local state of emergency.

Non-Essential Functions

Willingly and cooperatively accepts other related duties and responsibilities as assigned.

Knowledge, Skills, and Abilities

- Knowledge of project management principles and practices.
- Ability to coordinate multiple projects simultaneously while meeting deadlines.
- Ability to interpret contracts, construction documents, and project schedules.
- Strong organizational and analytical skills.
- Excellent written and verbal communication skills.
- Ability to establish effective working relationships with department directors, consultants, contractors, regulatory agencies, and the public.
- Proficiency in Microsoft Office Suite, project management software, spreadsheets, and database applications.
- Understanding of GIS Mapping.

DRAFT

Work Environment

Typical office-type working conditions and general fieldwork with outdoor exposure.

Essential Physical Skills/Demands

Acceptable eyesight and hearing to perform the essential functions. Ability to communicate both orally and in writing. Light lifting and carrying (up to 50 pounds). Walking, standing, bending, stooping, climbing, sitting, and manual dexterity.

I acknowledge and concur with the above description of my job.

_____
Employee Name Printed

_____ _____
Employee Signature Date

DRAFT

BCC Approved:

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

Department: Public Works Meeting Dat e: 8/20/2026

1. Nature and purpose of agenda item:

   An application to establish a sublease for Columbia County to lease and manage the Ichetucknee Trace State Park for 50 years.

2. Recommended Motion/Action:

   Approve DEP/ DRP Sublease – Ichetucknee Trace State Park

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

MEMORANDUM

TO: David Kraus, County Manager

FROM: Kevin Kirby, Assistant Manager KK

DATE: August 13, 2026

RE: DEP/ DRP Sublease – Ichetucknee Trace State Park

Attached you will find an application to establish a sublease for Columbia County to lease and manage the Ichetucknee Trace State Park for 50 years.

Should you need any additional information, please feel free to contact me.

Florida Department of Environmental Protection
DIVISION OF RECREATION AND PARKS (DRP) - OFFICE OF PARK PLANNING (OPP)

APPLICATION FOR REVIEW OF PROPOSED PROJECT ON DRP MANAGED LANDS

IMPORTANT! *Review of your proposed project is required in order to receive the consent needed to apply for use of State-owned lands through the* ***Division of State Lands*** *(See page four). Incomplete applications will not be eligible for approval.*

For questions regarding this application contact OPP at 850-245-3051. Return completed application along with all required attachments via email: OPP.Applications@floridadep.gov or by mail: OPP, Land Administration Section, 3800 Commonwealth Boulevard, MS#525, Tallahassee, Florida 32399-3000

SECTION 1 – APPLICANT INFORMATION

APPLICANT _____ CONTACT _____

ORGANIZATION _____ ORGANIZATION _____

ADDRESS _____ ADDRESS _____

PHONE NUMBER _____ PHONE NUMBER _____

EMAIL ADDRESS _____ EMAIL ADDRESS _____

CATEGORY ____ Public Agency ____ Private Entity ____ Private Citizen ____ Non-Profit Entity

SECTION 2 - STATE-OWNED CONSERVATION LAND PROJECT INFORMATION

NAME OF PARK or TRAIL _____LEASE NUMBER _____

PROJECT LOCATION/ADDRESS _____

SECTION _____ TOWNSHIP _____ RANGE _____

COUNTY/COUNTIES OF USE_____

SECTION 3 - PROPOSED USE INFORMATION

Description of proposed use:

_____

_____

Is the request for private use only?

Yes ☐ ☐ No

Does the requested use serve the public?

Yes ☐ ☐ No

If yes, please explain: _____

Are there any regulatory permits required in order to engage in the proposed use?

Yes ☐ ☐ No

If yes, please list those permit(s): _____

Has each required permit been issued?

Yes ☐ ☐ No

Is the proposed use appurtenant to an adjacent parcel owned/managed by the applicant?

Yes ☐ ☐ No

Is the parcel landlocked from public road access by State-owned property?

Yes ☐ ☐ No

Is the use already occurring and proper authorization is now being sought?

Yes ☐ ☐ No

Requested length of time (term) of proposed use:

_____

What is the requested date for issuance of the land use authorization? _____

When are construction activities scheduled to begin? (If applicable) _____

Is exclusive control of use area being requested?

Yes ☐ ☐ No

If yes, why? _____

Will the project require fencing?

Yes ☐ ☐ No

SECTION 4 - AVOIDANCE

Use of State-owned conservation lands is considered to be the "last resort". Provide a brief explanation of what other alternatives, **including contacting other landowners**, have been investigated and why they were not viable, prior to requesting use of State-owned Lands.

_____

_____

SECTION 5 – IMPACTS

Please Note: *Construction activities may not commence until DEP has reviewed and consented to 100% complete final construction design plans.*

How will the use area be accessed? (Include construction access/staging area, if applicable.)

Route: _____

Frequency: _____

Vehicle size/weight: _____

What infrastructure will be installed?

Type: _____

Size (footprint, height, pipe diameter, etc.): _____

How long will installation/construction take? _____

Will the proposed use involve ground-disturbing activities?

Yes ☐ ☐ No

Ground Disturbing Activities *– Any activities on property that result in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Ground disturbing activities include, but are not limited to, development, re-development, demolition, construction, reconstruction, clearing, grading, filling, and excavation.*

If proposed use involves installation of buried infrastructure, what construction method will be used (open trench cut, horizontal directional drilling, jack-and-bore):

_____

Are construction design plans available for DEP review and consent? If yes, include with this application.

Yes ☐ ☐ No

SECTION 6 - MINIMIZATION

How will the proposed use impacts to the following be minimized?

Natural Resources: _____

Cultural Resources: _____

Recreational Activities: _____

Safety of Park Visitors and Staff:_____

Is it possible to conduct installation/construction/maintenance activities outside of normal park operating hours?

Yes ☐ ☐ No

SECTION 7 - FEES

If use of State-owned lands is granted, the applicant is responsible at their sole cost, for repair or replacement of any resources or infrastructure damaged or destroyed during construction, operational, or maintenance activities, related to the proposed use.

PROJECT FEES

An application fee and easement fee will be paid to **Division of State Lands (DSL**), as agents for the Board of Trustees of the Internal Improvement Trust Fund, as part of the Application for Use of State-Owned Lands, if the project is approved by **DSL/Bureau of Public Land Administration (BPLA).**
Download the BPLA Application

ADDITIONAL COMPENSATION/NET POSITIVE BENEFIT (Calculated by DSL)

Replacement lands and/or fees are due to the affected Park(s), as identified by the Park Manager(s), for the dollar value calculated by DSL will be required and must be provided to the Park(s) prior to the issuance of the project land use authorization. For additional information regarding the Application for Use of State-Owned Lands and fees, visit the DSL/BPLA website at https://floridadep.gov/lands/bureau-public-land-administration

Your completed application must include:

1. A general location map. (Include Property ID Number)
2. An aerial photo of the proposed use area that depicts:
    a. The boundary of the use area in relation to the park/trail boundary.
    b. All proposed uses within the proposed use area boundary.
    c. Size (measurements, acreage/square footage) and dimensions of use area being requested that includes *construction staging area, if applicable.
    d. Placement and dimensions of construction staging area, if applicable.

*If use includes construction staging area, specific questions must be completed in **SECTION 5-IMPACTS**.

_____ _____

Signature of Person Completing Form Date Printed Name of Person Completing Form

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

Department: BCC Administration Meeting Dat e: 8/20/2026

1. Nature and purpose of agenda item:
   To provide an update on status of North Florida Mega Industrial Park

2. Recommended Motion/Action:
   None

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

Department: Purchasing Meeting Dat e: 8/20/2026

1. Nature and purpose of agenda item:

   To Amend the Disaster Debris Removal and Disposal Contract to include Federal Compliance Provisions as required by FEMA for Reimbursement. RFP 2020-B was awarded to CERES Environmental Services in 2020. FEMA is requiring the County to amend the contract to add additional regulation language not required in 2020. Approval is required for FEMA to reimburse the County for debris handling

2. Recommended Motion/Action:

   Approve Amendment to Previous Contract with Ceres Environmental

3. Fiscal impact on current budget:

   This item has no effect on the current budget.

CONTRACT AMENDMENT NO. ___

FEDERAL COMPLIANCE PROVISIONS

This Contract Amendment ("Amendment") is entered into by and between **COLUMBIA COUNTY** ("County") and **CERES ENVIRONMENTAL** ("Contractor") and amends that certain **CONTRACT 2020-B**, dated **August 28, 2020** ("Contract").

The parties acknowledge that all or a portion of the work performed under the Contract may be eligible for reimbursement through the Federal Emergency Management Agency ("FEMA") Public Assistance Program. The parties therefore agree to amend the Contract as follows:

1. Federal Requirements

Contractor shall comply with all federal laws, regulations, executive orders, FEMA requirements, award conditions, and other requirements applicable to the work funded or reimbursed in whole or in part with federal financial assistance.

Where a federal requirement is applicable to the Contract, Contractor shall require its subcontractors and lower-tier subcontractors to comply with the applicable requirement and shall include the required provisions in applicable subcontracts.

2. Davis-Bacon and Related Acts — If Applicable

To the extent the County, FEMA, the applicable Recipient or pass-through entity, the U.S. Department of Labor, another federal funding agency, or applicable federal law determines that the Davis-Bacon Act or Davis-Bacon Related Acts apply to the work performed under this Contract, Contractor shall comply with all applicable Davis-Bacon labor standards, including 40 U.S.C. §§ 3141–3148 and implementing regulations at 29 C.F.R. Parts 1, 3, and 5.

When applicable:

A. Prevailing Wages. Contractor and each subcontractor shall pay all covered laborers and mechanics employed in the performance of construction, alteration, or repair work wages and fringe benefits at rates not less than those contained in the applicable U.S. Department of Labor wage determination incorporated into or attached to this Contract.

B. Required Labor Standards Clauses. The applicable contract clauses required by 29 C.F.R. § 5.5 are incorporated into this Contract as if fully set forth herein. Contractor agrees to comply with those requirements throughout performance of covered work.

C. Weekly Payment of Wages. Contractor shall pay covered laborers and mechanics not less frequently than once per week and shall pay no less than the applicable prevailing wage and fringe benefit rates established by the applicable U.S. Department of Labor wage determination.

D. Certified Payrolls. Contractor and each covered subcontractor shall prepare and submit weekly certified payroll records containing the information required by applicable federal law and 29 C.F.R. § 5.5. Certified payrolls shall be submitted to the County, or to another entity designated by the County, in the manner and timeframe required by the applicable federal requirements.

Contractor may use U.S. Department of Labor Form WH-347 or another payroll format containing all information and certifications required by federal law.

E. Payroll and Employment Records. Contractor and its subcontractors shall maintain payroll and related employment records required by applicable Davis-Bacon requirements and shall make such records available for inspection, copying, or review by the County, Recipient, FEMA, U.S. Department of Labor, Comptroller General of the United States, or their authorized representatives as required by law.

F. Apprentices. Apprentices employed at rates below the applicable journey-worker rate shall be employed only in accordance with apprenticeship requirements established under applicable federal regulations.

G. Withholding. The County may withhold or cause to be withheld from Contractor payments sufficient amounts necessary to address unpaid wages, fringe benefits, or other violations of applicable federal labor standards, to the extent authorized or required by law.

H. Copeland Anti-Kickback Act. Contractor and its subcontractors shall comply, when applicable, with the Copeland "Anti-Kickback" Act, 40 U.S.C. § 3145, and implementing regulations, including applicable restrictions on improper deductions or rebates from employee compensation.

I. Subcontractor Flow-Down. Contractor shall incorporate all applicable Davis-Bacon and Related Acts requirements, including the applicable wage determination and labor standards clauses, into every covered subcontract and lower-tier subcontract. Contractor remains responsible for compliance by its subcontractors to the extent required by applicable law.

J. Notice of Violations. Contractor shall promptly notify the County of any known, alleged, or suspected violation of the Davis-Bacon and Related Acts associated with work under

this Contract and shall cooperate with any review or investigation conducted by the County, FEMA, the Recipient, or U.S. Department of Labor.

K. Applicability. Nothing in this Amendment shall be construed to independently impose Davis-Bacon requirements where such requirements are not otherwise applicable under federal law, the FEMA award, another federal funding source, or the terms and conditions applicable to the project.

3. Energy Policy and Conservation Act

Contractor shall comply with the **Energy Policy and Conservation Act, 42 U.S.C. § 6201 et seq., and all applicable regulations, standards, orders, and requirements issued pursuant thereto, to the extent applicable to the goods, equipment, materials, or work provided under this Contract.**

Without limiting the foregoing, where applicable to the Contract, Contractor shall:

1. Furnish and install equipment, appliances, fixtures, systems, and other covered products that comply with applicable federal energy-efficiency and energy-conservation standards;
2. Comply with applicable energy-efficiency requirements contained in the approved plans, specifications, applicable building or energy codes, FEMA-approved scope of work, or federal award conditions;
3. Provide documentation reasonably requested by the County demonstrating compliance with applicable energy-efficiency standards or specifications;
4. Notify the County before making any substitution that could materially alter the energy-efficiency characteristics of equipment, materials, fixtures, or systems specified for the project; and
5. Require subcontractors and suppliers performing applicable portions of the work to comply with these requirements.

Nothing in this Section shall be interpreted as imposing a requirement beyond those obligations actually applicable to the project under the Energy Policy and Conservation Act, implementing regulations, FEMA requirements, applicable codes or standards, or the terms and conditions of the federal award.

4. No Expansion of Scope Without Authorization

Nothing in this Amendment authorizes Contractor to perform additional work or incur additional costs beyond the existing Contract scope.

If compliance with a newly identified federal requirement will materially affect Contract price, schedule, or scope, Contractor shall promptly notify the County in writing and shall not proceed with the affected change unless authorized in accordance with the Contract's change-order provisions.

5. Order of Precedence

In the event of a conflict between this Amendment and the original Contract concerning applicable federal requirements, this Amendment shall control.

All other terms and conditions of the original Contract remain unchanged and in full force and effect.

COUNTY:

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR:

By: _____
Name: _____
Title: _____
Date: _____

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

Department: Purchasing Meeting Dat e: 8/20/2026

1. Nature and purpose of agenda item:

   The proposed HAP revision is to increase temporary relocation assistance. The County is required to provide temporary relocation assistance on CDBG housing grants. The current HAP allowance for relocation assistance is insufficient and needs to be revised. Relocation assistance is calculated using Homeowners documentation of actual cost

2. Recommended Motion/Action:

   Approve CDBG Housing Assistance Plan & Procedures.

3. Fiscal impact on current budget:

   This item has no effect on the current budget.

Community Development Block Grant
(CDBG)

Housing Assistance Plan & Procedures

For

COLUMBIA COUNTY, FLORIDA
FFY
2025 - 2028

I. INTRODUCTION 3

II COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/DRI) PROGRAMS OPERATIONAL POLICES AND PROCEDURES 4

II. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/DRI) PROGRAMS – REHABILIATION AND CONSTRUCTION POLICES AND PROCEDURES 30

III. CDBG DRI CATEGORY HOUSING REHABILIATION PROGRAM 50

APPENDIX A — DEFINITIONS 57

APPENDIX A — RESOURCES 60

I. INTRODUCTION

This manual is a guide for implementing the housing strategies and related aspects of the County's Community Development Block Grant (CDBG) Housing Programs, including the Regular CDBG categories (henceforth "CDBG"), and the CDBG Disaster Recovery Initiative (henceforth "DRI"). The responsibilities of the County, the Applicant homeowner, construction contractor, the Program Administrator (PA) and the Housing Rehabilitation Specialists (HRS) are specifically addressed in this manual.

The Program Administrator (PA) shall be the County Designee for oversight of this Housing Assistance Plan (HAP) and Procedures, and his/her duties are addressed herein. The PA shall approve all HRS work, including any Consultant or contract work, such as grants administration or project delivery services. The PA makes all final recommendations and decisions as to awards, monitoring reports, policies or other work generated by contractors or consultants. The major focus of this manual is on housing finance, housing rehabilitation, demolition/clearance, procurement and replacement of eligible, HRS-approved dwellings. Relocation of households is also covered to a limited extent, as described herein. The Anti-Displacement Policy should be consulted if displacement or permanent relocation becomes a concern. Except under Federally Declared Disasters and similar extenuating circumstances, and by waiver of the County Commission and approval by the Florida Department of Economic Opportunity (FDEO), no CDBG housing activity shall be undertaken that causes displacement of legal residents from a dwelling unit. Permanent relocation shall only be considered for replacement units where the existing lot is not suitable for the replacement unit or is unsafe for the residents. Eminent domain shall not be addressed using County CDBG Housing funds.

The goal of the CDBG program(s) is to meet the U.S. Department of Housing and Urban Development (HUD) CDBG (DRI where applicable) National Objectives including but not limited to the rehabilitation of substandard units, and the rehabilitation of units affected by natural disasters, located within the unincorporated limits of the County and to bring them up to a minimum acceptable living standard. This standard shall include the HUD Section 8 Minimum Housing Quality Standards (Section 8 HQS), the current Florida Residential Building Code and other relevant local codes (whichever is most stringent for each code-related item). This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation construction. The rehabilitation units under the CDBG regular category and DRI categories to be assisted shall be owner-occupied.

DISCLAIMER: Not all provisions apply to all programs herein. County staff, or designee, reserves the right to make final interpretation of this plan. Further, in the event of any conflict between or among any provision(s) herein applicable

Florida Administrative Rules, statutes, or HUD regulations the more stringent may be applied by County staff or designee.

II COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/DRI) PROGRAMS OPERATIONAL POLICES AND PROCEDURES

All procedures outlined in this section are applicable to all CDBG categories including Regular Category Housing Rehabilitation, and the Disaster Recovery Initiative Housing Rehabilitation and Assistance Category. The operational procedures in this section govern all categories and may be amended or expanded by any requirements set forth in the individual strategies and the different programs and categories may require.

A. Housing Program Objectives

Maximizing community improvement and benefit should be the goal of any housing program on its way to meeting national and/or State funding objectives. The objectives of the County's Housing Rehabilitation Programs include but are not limited to:

1. For all CDBG Programs, to assist and encourage the revitalization of very low, low to moderate income neighborhoods through a Housing Rehabilitation and Deferred Payment Loan (DPL) Program.
   a. AMI means Area Median Income
   b. VLI shall mean very low income or thirty percent (30%) AMI
   c. LI shall mean low income or fifty percent (50%) AMI
   d. LMI shall mean low-to-moderate income or not to exceed eighty percent (80%) AMI
   e. OI shall mean over income for the particular income for which an Applicant is applying for benefit under the list above. OI households cannot benefit from CDBG direct assistance (in this case housing).

2. For DRI Only, to encourage the revitalization of very low, low to moderate income neighborhoods affected by declared natural disasters through a DRI Housing Rehabilitation and Deferred Payment Loan (DPL) Program.

3. For CDBG and DRI programs, to remove unhealthy or hazardous conditions (slum and blight) in VLI and LMI households.

4. To use Community Development Block Grant rehabilitation grant funds as a catalyst to encourage residents of VLI and LMI neighborhoods to improve their community.

5. For CDBG and DRI programs, to address urgent community needs.

6. For all CDBG programs, to preserve existing housing stock, or replacement of substandard housing.

7. For all CDBG programs, to enable VLI and LMI families to rehabilitate their homes by providing financial and technical assistance to those unable to obtain private financing.

8. For all CDBG programs, to reduce utility costs and to improve the comfort of VLI and LMI families through green construction standards and weatherization activities related to rehabilitation.

9. For all CDBG programs, to improve the property tax base in VLI and LMI neighborhoods.

10. For all CDBG programs, to increase employment and training opportunities for local residents and minority persons through the hiring of individuals and small businesses owned and operated by Section 3 persons and businesses or persons residing in the vicinity of local projects.

11. For all CDBG programs, to make homes accessible to elderly/handicapped occupants as may be required by code, accessibility requirements or as determined at the County's discretion.

12. For all CDBG programs, to minimize impact of program participation on Applicants and to limit direct costs encountered because of program participation.

13. For all CDBG programs, to adopt modern, green building and energy-efficient improvements for building rehabilitation and construction.

14. For CDBG and DRI programs, treat all participating Applicant homeowners, residents, and contractors fairly, with sensitivity and respect for their needs, and in accordance with program rules.

15. For CDBG and DRI programs, to provide all program Applicants any reasonable assistance necessary to carry out the objectives of the program, bearing in mind:

    a. that Applicant homeowners hold the primary responsibility for maintaining their property and personal finances,
    b. that contractors are primarily responsible for the quality of their work and their obligations to suppliers, creditors, subcontractors and employees; and
    c. that any assistance provided must be authorized at the proper level.

16. For CDBG and DRI programs, to prepare and harden homes against high velocity winds and wind-borne debris in the event of hurricanes and other such natural disasters.

17. For all CDBG programs, to allow some flexibility in administering the CDBG programs in order to meet the overall CDBG goals and objectives of rehabilitating each addressed dwelling, and to comply with HUD Section 8 HQS, the current Florida Residential Building Code and any local codes that may apply. The County Commission may waive program rules to achieve CDBG objectives and benefits only when the result will be consistent with established goals and objectives, and applicable federal, state or local regulations and requirements.

18. For all CDBG programs, to adopt Complementary activities which are eligible activities, as provided in Section 290.042, F.S., which are necessitated by the primary activity or project scored in the CDBG Application for which grant funds are requested.

19. For all CDBG programs, to allow Complementary activities in the Housing category, which include water and sewer hookups to provide service to units being rehabilitated or providing rehabilitation to the kitchen and/or bathroom plumbing of houses so that they can access water and/or sewer hookups. Water and sewer hookups are not complementary if they are the primary activity because the home is not being rehabilitated except as needed to allow the hookup.
    a. For the purpose of this HAP the per- housing unit cost of providing service shall not exceed $5,000. The use of CDBG funds for complementary activities may not exceed thirty five percent (35%) of the total CDBG funds requested for the primary activity.

B. Key Terms

Program Implementation:
HAP: Housing Assistance Plan
PA: Program Administrator
HRS: Housing Rehabilitation Specialist
DPL: Deferred Payment Loan
SOW: Scope of Work

Governing bodies:
CATF: Citizens Advisory Task Force
AHAC: Affordable Housing Advisory Committee
HRS: Housing Rehabilitation Specialist
FDEO: Florida Department of Economic Opportunity
SHPO: State Historic Preservation Office
THPO: Tribal Historic Preservation Office
EPA: Environmental Protection Agency
Local Government: Local elected body
Recipient: Local governing body

Income Status:
AMI- Area median Income
VLI: Very Low Income: 30% of AMI
LI: Low Income: 50% of AMI
LMI: Low-to-Moderate Income: 80% of AMI

Other terms:
Section 3: a person or business that meets the Federal Section 3 definition
LBP: Lead Based Paint
ACM: Asbestos Containing Material
DRI: Disaster Recovery Initiative

C. Common Housing Program Types

Common Housing Program Types: Community Development Block Grants: *The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. CDBG Grants consist of the following Categories:*

1. Entitlement Communities:
   The CDBG entitlement program allocates annual grants to larger cities and urban counties (200,000 or greater in population) to develop viable communities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, primarily for low- and moderate-income persons.
2. State Administered CDBG:
   Also known as the Small Cities CDBG program, the State award grants to smaller units of general local government (less than 200,000 population) that carry out community development activities. Annually, each State develops funding priorities and criteria for selecting projects.
3. Disaster Recovery Assistance:
   HUD provides flexible grants to help cities, counties, and States recover from federally declared disasters, especially in low-income areas, subject to availability of supplemental appropriations.

D. Purpose of Policies and Procedures

It is the policy of the County's Housing Rehabilitation Programs to document program policy guidelines and procedures to be used by County staff in the everyday operations and practices utilized in reaching the goals of the Housing Assistance Programs. Further it is the County's policy to:

1. Assure that all programs are administered in strict conformance with the community development and rehabilitation rules and all applicable local, state and federal requirements (including equal opportunity, conflict of interest, etc.).

2. Assure that no member of the Congress of the United States, the Citizen's Advisory Task Force (CATF), County Commission, or any other elected official shall serve on the CATF or share in proceeds or benefits of CDBG funded rehabilitation work. This monetary benefit would constitute a conflict of interest.

3. With regard to regular category CDBG and DRI categories, housing rehabilitation will be the first priority, with housing replacement units being addressed when program funds are available.

E. Administrative Program Policies and Procedures

1. Housing Assistance Plan (HAP)

   A Housing Assistance Plan and Procedures guide shall be drafted and approved by the local governing body to be used as a written guide for implementing program specific housing strategies. Including but not limited to Applicant intake procedures, maximum funding amounts, and specific program inclusions and exclusions.

2. Citizen Participation (*See the County's Citizens Participation Plan)*

   As required by specific program rules and requirements, public hearings will be held to provide information and discuss proposed activities to be undertaken, as well as address questions or concerns from the public. All public hearings and workshops shall be advertised in accordance with the appropriate funding agency (HUD, FDEO) requirements.

3. Conflict of Interest

   The adherence to the rules and regulations in regard to Conflict of Interest is mandatory. All Applicants that may have a business or familial relationship with a member of the County Commission, CATF, HRS, PA, or participating construction contractors must fully disclose this relationship on the Application and defiantly before a construction contract is executed. In addition, all Applicant names must be disclosed at the regular meeting of the County Commission Meme and the CATF as the application process proceeds and these names must be included in the minutes of both the County Commission and the CATF meetings. The County Commission and CATF members must disclose any relationship with an Applicant and must abstain from any vote related to that Applicant. Any cases of conflict of interests must be made known at a meeting of the County Commission. Before an Applicant with a potential or real conflict as described in 24 C.F.R.570.489 (h)(2), is given final approval for participation the County must notify FDEO in writing. Prior to the expenditure of housing grant funds, the County must receive written

notification of FDEO's approval of the waiver of conflict of interest, in accordance with C.F.R. Section 570.489 (h)(4). If this process is not followed the County and/or the Applicant may be liable for returning the funds expended to the program.

County employees that submit an application for rehabilitation assistance and who are involved in the decision-making process related to the CDBG program or are involved in the financial approvals of this program must identify their conflict of interest at the time of application.

The Federal requirements are found in 24 CFR 85.36 (b) (3) and 24 CFR 570.489(h). The State of Florida requirements are found in Chapter 112.311 – 112.3143 of the Florida Statutes. A Conflict of Interest is defined as a relationship or circumstances whereby a person or organization exercises functions or responsibilities for funded activities through which they, their relatives, or know associates obtain or appear to obtain a financial benefit.

Two types of conflicts are noted, those being beneficiary and procurement.

1. A beneficiary conflict of interest would involve any direct benefit, such as housing rehab, utility hook-up or façade renovation. The conflict would occur when benefits are awarded to anyone with a role in the CDBG and or DRI program approval process, to include but not limited to, a member of a CATF, PA, County officials and Commission members. There are however exceptions to this rule which are explained in 24 CFR 570.611 (d). To request a waiver, the Applicant through the HRS and PA must be submitted in writing to the County for approval, who must then submit the request to FDEO for final approval. Any costs incurred prior to FDEO approval are unallowable. There are no retroactive waivers.
2. A procurement conflict of interest exists if there appears to be a relationship between a funded activity and County officers, their employees or agents, any member of their immediate family or any organization that employs or is about to employ, any of the afore-mentioned individuals. This conflict covers all aspects of the procurement, from solicitation, to award, to administration to include the writing of the Applicant Selection Criteria and in the Priority of Assistance, evaluating proposals and negotiating terms. The affected person must not participate in the procurement process in any manner; the level of conflict is irrelevant. Any conflict or appearance of a conflict requires non-participation. A procurement conflict cannot be waived.

4. Fair Housing (See the County's Fair Housing Policy)
The County and all its Contractors, Consultants and vendors receiving CDBG and/or DRI grant funds shall comply with Title VIII of the Civil Rights Act of 1968, Restoration Act of 1987, Sec. 800 [42 U.S.C. 3601 note] (Fair Housing Act), as amended, 24 CFR Part 92.252, Fair Housing Rents, Title VI of the Civil Rights Act of 1964, Housing for Older Persons Act of 1995 (HOPA), Fair

Housing Amendment Act of 1988, Age Discrimination Act of 1975, HCD Act of 1987, as amended, Section 109 of Title 1 of the Housing and Community Development Act of 1974 (570.487 and 570.495(b),Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 (ADA), Executive Order 11063, Executive Order 11259. Columbia County also will comply with 42 U.S.C. § 3604(f) (3), to ensure that the design and construction of covered multifamily dwellings include features of accessible design for disabled persons.

It is important to ensure that the housing program does not discriminate against any class of potential Applicants. All persons must be treated equally and not discriminated against on the basis of race, color, religion, sex, national origin, familial status, and disability, when serving housing needs.

The Fair Housing Act is the term commonly used to describe the provisions of Title VIII of the Civil Rights Act of 1968, as amended in 1988. The Act states that it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, familial status, and disability. In addition to what is covered under the Federal act, Florida law also prohibits discrimination on the basis of material status.

This language should be included in all program information announcements and advertisements relating to the housing program. It is important for housing administrators to be familiar with Fair Housing Laws, as well as the more subtle forms of discrimination. Where possible, application materials and handouts for Applicant meetings should be in Spanish, and/or a multi-lingual representative of the organization receiving applications is present to assist Spanish speaking Applicants.

It is the policy of the County to ensure that all state and federally funded projects and activities prohibit discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, on the basis of race, color, religion, sex, national origin, familial status, and disability (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18).

5. Equal Opportunity Employment**:** (*See the County's EEO Policy)*
   It is the policy of Columbia County to use state and federal grant funded programs to provide services to very low, low to moderate income Applicants. At no time will employment opportunities provided through the expenditure of state or federal funds or otherwise be denied on the basis of race, color, religion, sex, national origin, familial status, and disability. Notice of the policy will be placed in plain sight on the job location for the benefit of interested parties and all Contractors, Consultants, vendors will be notified. All Equal Employment Opportunity Posters will be displayed as required by state and federal guidelines.

Equal Employment Opportunity protects all employees and the potential employment of all Applicants of the County and any Contractors, Consultants, and vendors receiving grant funds. These requirements apply at all times for the County or Contractors receiving state or federal grant funds.

6. Section 3 Employment Opportunities: (*See the County's Section 3 Policy)*
   The County and/or Contractors, Consultants, and vendors receiving grant funds shall comply with the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), Section 3 Statute—12 U.S.C. 1701u, Section 3 Regulation—24 CFR Part 135, 24 CFR 85.36(B)(8).

   It is the policy of the County to use its best efforts to afford Section 3 residents and Section 3 business concerns the maximum practicable opportunity to participate in the performance of all grant funded contracts. The County may rely on written representations by businesses and residents regarding their status as Section 3 in lieu of an independent investigation.

   Every effort shall be made to notify Section 3 residents and businesses residing or maintaining offices in the local area through public notices, as part of complying with Section 3. Documentation of such efforts is required.

7. W/MBE Employment Opportunities: (*See the County's W/MBE Policy)*
   The County and/or Contractors, Consultants, and vendors shall comply with: Public Law 95-507, The Small Business Act, and Executive Order 11625 of 1971. It is the policy of the County to use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of all grant funded contracts.

8. Permanent Relocation / Displacement:
   General:
   This activity involves replacement of an eligible owner-occupied unit. The County Commission or its PA will decide with the HRS on a case-by-case basis whether to utilize a slab "site built" replacement unit, a prefabricated unit, or a modular home. Decision items will include budget, zoning, replacement requirements, cost estimates, and a number of other items that may vary on a case-by-case basis.

   Once the decision is made, the HRS prepares bid specifications based on Applicant homeowner input from review of available plans from the Contractor. Bidding contracting and inspections then proceed as in the rehabilitation process.

   For all CDBG categories, permanent relocation (due to flood plain, non-conforming lot, hazards, etc.) and/or demolition-relocation are synonymous terms used in the rehabilitation program when a home is unsound and not suitable for rehabilitation based on the structural integrity criteria. The units

must be redeveloped (replaced) on site or elsewhere due to problems with the site. Homeowner eligibility requirements are the same as for rehabilitation. Further policies are included in the local Anti-displacement and Relocation Policy. In this HAP, demolition-relocation shall refer to replacement housing to build a new unit in place of one that must be demolished for reasons outlined in this HAP and as recommended by the HRS.

The Housing Program will comply with the Uniform Relocation Act (URA) and Real Property Acquisition Policies Act of 1970. Except as provided for herein under a Federally Declared Disaster (and then only by County Commission Waiver and FDEO approval), the County will not engage in any project under this HAP that displaces any legal, URA-covered occupants. When provided for in the program budget, for homeowner occupied housing assistance, temporary relocation services can be made available to qualified persons who need to relocate while rehabilitation work is completed. The maximum assistance amount and documentation required to show proof of use of funds shall be determined by the County Anti-Displacement and Relocation Policy that covers those situations in great detail.
Applicant homeowners previously approved for proposed housing assistance may voluntarily withdraw their application for assistance, which must be confirmed in writing. If the PA determines the Applicant to be ineligible for assistance, the HRS shall recommend, and the County will send written notification to the Applicant stating that the application has been rejected and the reason for the rejection.

9. Property Acquisition: *(*See the County's URA Policy)

   In the event the housing program needs or seeks to acquire property to address a specific community need, some fundamentally required steps will need to occur in order to ensure compliance and the success. Each purchase, or acquisition, may vary case by case.
   However, in general terms, the following should take place:

   1. Confirm source of funds and authority to acquire,
   2. Identify the property/site and determine its suitability,
   3. Perform legal description/boundary survey/preliminary title search (services procured as necessary),
   4. Send notice of intent to acquire to Owner,
   5. Solicit appraisal services and retain Appraiser,
   6. Where recommended by the HRS or program required, solicit review appraisal services and retain review appraiser,
   7. Receive appraisal review (when required), then solicit and retain Title Company (ies) (title insurance amount and necessity determined in advance),
   8. Send offer to purchase and notice of just compensation to Owner of no less than the appraised fair market value,

9. Obtain Homeowner(s) acceptance of offer in writing
10. Finalize contract for purchase with Owner after County legal reviews and approves,
11. Company calculates settlement costs and closing date is set,
12. Closing conducted with funds changing hands and,
13. Records of proceedings retained.

10. Voluntary Acquisition:

The County may purchase property with CDBG/DRI funds for use on eligible activities. While property acquisition must follow the procedures outlined in the Uniform Relocation and Real Property Acquisition Act, residential property to be used for relocation purposes shall be purchased only on a voluntary basis.

The County shall determine the features needed and the funds available for land purchases in the State Sub-recipient agreement(s). When property is needed or required for CDBG/DRI activities, solicitation procedures of the County shall be followed. The request will state the specifications and budget and indicate that the purchase is voluntary. All property acquired by any CDBG/DRI funds shall be meet all the requirements of the Florida CDBG program and shall be used only for eligible CDBG/DRI activities.

No displacement of tenants (or other legal occupants) will occur as a result of any of the County CDBG Housing programs. For lease property, owners do not receive any relocation assistance. Owner-occupants under rehabilitation must voluntarily participate.

A voluntary acquisition occurs when real property is acquired from an owner who has submitted a proposal to the County for purchase of their property in response to a public invitation or solicitation of offers. The County Commission is committed to this mode of acquisition to the maximum practicable extent.

Voluntary acquisition shall be permitted only if the property being acquired is not site-specific and at least two (2) properties in the community meet the criteria established by the County for usage, location and/or interest to be acquired. The County Commission, prior to publication of a public notice or attendance of any local government representative at a property auction, must approve all voluntary acquisitions in principle.

A public notice must be published inviting offers from property owners. This notice must:

1. Accurately describe the type, size and approximate location of the property it wishes to acquire;
2. Describe the purpose of the purchase;

3. Specify all terms and conditions of sale, including maximum price;
4. Indicate whether or not an owner-occupant must waive relocation benefits as a condition of sale;
5. Announce a time and place for offers to be accepted; and
6. Announce that local powers of condemnation shall not be invoked to acquire any property offered for which a mutually agreed to sale price cannot be reached.

Property may also be acquired at auction. The Uniform Relocation Act will be followed, but all acquisitions shall be voluntary and without displacing legal, URA eligible occupants.

In each voluntary acquisition, a public solicitation shall occur. Offers shall be sealed and opened at the same time, in the same place, by a County official. Records of offers shall be kept. Appraisals are not required for purchases less than two thousand five hundred dollars ($2,500) if a mutually agreed-to sales price can be reached. Clear title must be present in every transaction. The PA must decide at the time of approving the acquisition whether or not appraisals and review appraisals will be necessary and what the maximum permissible sales price will be. The decision to acquire will rest with the County Commission that can reject or accept any and all offers. Written records shall be maintained documenting decisions and rationale for selected courses of action.

11. Non-Voluntary Acquisition Plan: (when applicable under DRI for emergency purposes) (not applicable under CDBG regular housing categories)
Acquisition of property (including easements and right-of-way) using federal funds shall occur in accordance with the Uniform Relocation Act of 1970 (as amended) and with any State and Federal regulations that may apply.

Fundamental steps that occur in each purchase may vary case by case. However, in general terms, the following should take place: (1) source of funds and authority to acquire confirmed, (2) property/site identified and suitable, (3) legal description/survey/preliminary title search performed (services procured as necessary), (4) notice of intent to acquire sent to owner, (5) appraisal services solicited and appraiser retained, (6) where recommend by the HRS or program required, review appraisal services solicited and appraiser retained (7) appraisal received and sent for review, (8) title companies solicited and retained after review received (title insurance amount and necessity determined in advance), (9) offer to purchase and notice of just compensation sent to owner, (10) owner contacted by attorney or other representative and contract formalized, (11) settlement costs calculated and closing date set, (12) closing conducted with funds changing hands and, (13) records of proceedings retained.

The Uniform Relocation Act requires certain specific procedures such as some letters being sent via certified mail. The CDBG implementation manual provides a checklist that may be utilized in following each transaction to successful conclusion. County CDBG/DRI housing funds cannot be used in any way that would cause involuntary displacement. (Refer to the County's separate Anti-Displacement Policy on this subject.)

12. Timing and Planning

Properties necessary for easements or acquisition shall be identified as early in the planning stage as is practicable. Every attempt shall be made to affect a design that is not wholly site-dependent that is where two or more sites are suitable for the project. It is recognized this may not always be possible; however, a policy of minimizing single-site alternatives is emphasized.

In general terms, the voluntary acquisition process shall be utilized to identify possible sites early in the project. Sites shall be evaluated for suitability prior to the final design phase to the maximum practicable extent. As soon as alternative sites are identified and evaluated, applicable acquisition procedures should commence.

Projects shall not normally be sent out for bids unless properties to be acquired or utilized for easements have been formally acquired or a commitment exists which is sufficiently firm and binding to be considered safe for the project to proceed with start up. The PA shall make the determination as to whether or not bidding, award and start-up may proceed to closing on the property.

In those cases where needed for easements and/or acquisition is not identified until after the project is underway, procedures shall be expedited to the maximum practicable extent and utilization of funds, the value of which would be unrecoverable if the transaction did not occur, minimized.

The County's Anti-displacement and Citizen Complaint Policies shall be followed in these cases.

13. Appeals / Complaints: (*See the County's Grievance Policy)*

The HRS and the PA are authorized by the County to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition and relocation, and contract management. Citizens and/or contractors should issue complaints to the HRS or the PA. For a complaint to be considered valid, it must be issued in writing within a period of ten (10) calendar days of its occurrence. Responses also shall be issued in writing. The County's Citizen Complaint and Grievance Policy, Citizen Participation Plan and Fair Housing Ordinance shall be adhered to in addressing any complaints.

If the complainant is not satisfied with the PA's response, the issue must be presented in writing to the County Commission Chair and/or County Manager) in accordance with the Complaint Procedures set forth in the County's CDBG policies and procedures. Further action on any complaints shall be governed by County CDBG policies, including Citizen's Participation and Grievance Procedures. Any appeals will be made according to the County CDBG policies and procedures. Further appeals, if necessary, must be addressed to the Florida Department Economic Opportunity (FDEO).

14. Fraud

All levels of housing program management are responsible for the detection and prevention of fraud, misappropriations, waste, and other inappropriate conduct as it pertains to the use of specific program funding.

Fraud is defined in this document as a willful or deliberate act or failure to act with the intention of obtaining an unauthorized benefit. Any fraud that is detected or suspected will be reported immediately to the PA, who will conduct or employ on his/her behalf to conduct an objective and impartial investigation into the fraudulent activity, along with other applicable departments and/or law enforcement agencies, as deemed necessary or appropriate. Any individual found to have engaged in fraudulent activity, as defined by this policy, is subject to disciplinary action as program regulation and the law will allow, which may include program, service, and/or employment dismissal, as well as prosecution by appropriate law enforcement authorities, when appropriate.

15. Actions Constituting Fraud:

As used in this policy, the term "fraud" includes, but is not limited to, the following:

1. Any dishonest or fraudulent act.
2. Forgery or alteration of any financial document used for the purpose of program eligibility.
3. Deliberately including and/or providing false information from the program assistance application.
4. Deliberately withholding any required information requested to properly determine eligibility status, including all assets, liabilities, incomes.
5. Destruction or concealment of records, income and/or assets.
6. Failure to disclose and/or an attempt to conceal any conflicts of interest relationships.
7. Failure to disclose and/or an attempt to conceal any required information on employment.
8. Any similar or related inappropriate conduct.

16. Non-Fraud Irregularities and Conduct:

This Section covers allegations of personal improprieties or other irregularities not constituting fraud, such as drug abuse or distribution of, vandalism, assault, murder, sex offense or other such public nuisances, or criminal activity. Suspected improprieties concerning employees, managers, committee members, elected officials, or constituents seeking assistance from the various programs administered by the County, as it pertains to moral, ethical, or behavioral conduct should be resolved by the appropriate Local Government Department Director and Administration whenever possible. This section uses 24 CFR part 5 subpart I; PREVENTING CRIME IN FEDERALLY ASSISTED HOUSING--DENYING ADMISSION AND TERMINATING TENANCY FOR CRIMINAL ACTIVITY OR ALCOHOL ABUSE (5.851-5.861) and 24 CFR part 5 subpart J; ACCESS TO CRIMINAL RECORDS AND INFORMATION (5.901-5.905), as a guide when referencing non fraud irregularities and conduct.

17. Local Government Status Reports:
The housing program may as applicable to funding requirements, create and maintain or require any of its Sub-Recipients, Contractors, Consultants and/or vendors to create and maintain a quarterly status report. This report is to be presented to the PA/HRS on a regular pre-designated date and time each month. It is important that the PA and local governing body be kept informed as to the project scheduling (i.e. bidding, work write-ups, contracting, construction, and completion) and budget to ensure that program compliance is being maintained. Every status report should be prepared in a format approved by the PA/HRS and have an attached budget summary. The budget summary shall contain all relevant construction cost, and demographic data relevant to budget and administrative closeout audits and/or compliance reviews. Likewise, the HRS and PA will submit periodic reports to the local elected officials and submit all required quarterly and annual required reporting to the funding agency on time and as required.

The follow reports include but are not limited to and will be required by the funding agency:
1. Quarterly Status Report (QSR)
2. W/MBE Report (bi-yearly)
3. Section 3 Report (annual)

18. Subordination: (*See the County's Subordination Policy)*
Approved Applicant homeowners who have received financial assistance from the various housing programs frequently request the local government to subordinate its interest in their property to a new loan mortgage/deed of trust for the purposes of; refinancing an existing first mortgage, obtaining a new line of credit, home improvement, or debt consolidation.

The allowance of the subordination of the DPL shall be in accordance with the local policy as approved by the County and/or the policy approved by the funding agency. An active subordination policy is critical and is intended to

protect the local government's financial interest in the homeowner's property without unduly restricting the homeowner's access to the equity in their property.

The language of the documents (grants, mortgages, deeds of trust) filed as liens against a property to secure the County's interest prohibit the transfer of title, or portion thereof, without prior consent by the County. Executing an additional lien, subsequent to the execution of the County's security instruments, constitutes a transfer of title that would make the County's loan/grant immediately due and payable.

19. Consent to Place Subordinate Lien

The County will generally consent to the placement of a Subordinate Lien upon written request from the homeowner(s) under the following conditions:

1. Requests for Subordination of Lien must be approved by the PA, or his/her designee.
2. The following documentation at a minimum should be provided to the PA for consideration of Subordination requests:
   a. Proof of licensure of refinancing lender to do business in the State of Florida.
   b. Authorization for Release of Information signed by the homeowner(s). Signatures will be verified.
   c. Written statement from the Homeowner(s) stating reason for the subordination request.
   d. Supporting documentation as to the validity of the reason.
   e. Lender's Good Faith Estimate.
   f. Complete terms and conditions of the existing loan and the new loan.
   g. Documentation about payment of taxes and insurance and their status.
   h. Copy of appraisal or property valuation information with method of determining same.

Note: Consideration should not be given to any request for Subordination of Lien without this information. Additional information may be required.

3. Requests for Subordination of Lien will be reviewed, and a decision made on a case by case basis on such merits as the following:
   a. Emergency needs arising from a natural disaster.
   b. Emergency housing repairs which eliminate a threat to the health or safety of the occupants or that eliminate an immediate or imminent danger to the dwelling itself.
   c. Refinancing to lower the interest rate on the first mortgage if the closing costs and/or fees can be recovered within four (4) years.
   d. There is sufficient property value to support all outstanding mortgages.
   e. Refinancing for educational purposes.
   f. Refinancing for medical emergencies.

4. Request for Subordination of Lien should not be considered under the following circumstances:
   a. The interest rate on the new mortgage exceeds the interest rate of the existing mortgage.
   b. The cumulative loan-to-value ratio exceeds 100%.
   c. The housing debt-to-income exceeds 30%.
   d. The total debt-to-income ratio exceeds 40%.
   e. There is cash paid out to the borrower(s).
   f. The mortgage lender and applicant fail to provide all required documentation.

5. Additionally, no subordination request should be approved if it contains any of the following provisions:
   a. Adjustable rate mortgage (ARM)
   b. Balloon payment(s)
   c. Open line of credit
   d. Reverse mortgage
   e. Prepayment penalty
   f. Interest only mortgage
   g. Negative amortization

6. In the event the County agrees to subordinate its affordable housing liens or mortgages:
   Usually such consideration is given only for proven hardship. Payment of credit card debt is not a basis for approval in accordance with the County's Subordination Policy. It is the intent that granting of subordination shall be one time only and shall not include any liens/mortgages recorded subsequent to the County's lien interest.

20. Refinancing Existing Superior Liens:
The County will generally agree to subordinate its interest in a rehabilitated or newly constructed owner-occupied residential property assisted under the CDBG or DRI programs if the proposed new loan is in an amount that does not exceed the current aggregate balance of existing superior lien(s) plus reasonable closing costs. This policy applies to both repayable and deferred payment loans. Requests for a Subordination Lien due to hardship will be considered on a case-by-case basis and are contingent upon state and federal funder guidelines and rules.

21. Program Income
No program income is planned to result from the CDBG program. Program income should only result in the case of DPL repayment where the title is transferred, or the unit is no longer the primary residence of the Applicant homeowner. All Deferred Payment Loans (DPLs) shall be zero-interest and deferred payment with repayment of CDBG/DRI funds only in the event of transfer of title or where the eligible Applicant homeowners no longer occupy

the unit as a primary residence within the DPL period. After the expiration of the FDEO CDBG Award Agreement between the County and the State, the monitoring will be performed by the PA annually through site visits and title verification through the Clerk of Courts and County Appraiser offices. The County's DPL mortgage documents and liens shall always include a notice to the County as soon as the title changes ownership.

If repayment of CDBG/DRI funds is received during the DPL period, it will be relegated back to the Florida Department of Economic Opportunity (FDEO) or used for additional eligible CDBG/DRI activities as may be authorized by FDEO. Program income or DPL payments received subsequent to closeout will be returned to FDEO (within ten (10) days or the time frame allowed by FDEO at the time of program income receipt if longer than ten (10) days) unless the state's program income regulations are changed.

F. General Program Polices

1. Objectives/Goals of Assistance: The Housing program is designed to provide the following community opportunities:

   a. To allow for public and community participation.
   b. Provide safe and affordable housing solutions to very low (VLI) and low income (LI) families and individuals.
   c. To eliminate deficient code and housing quality standards (HQS) within the housing stock of the community.
   d. Eliminate housing units that can be considered to be a blighted influence on the community.
   e. Eliminate emergency housing conditions that pose an immediate health and safety concern to residents/inhabitants.
   f. Provide energy efficient and affordable green housing features to very low (VLI) and low income (LI) families and individuals.
   g. Address other housing issues that meet program funding criteria within the intent and policy of the specific housing program.

2. Funding Sources

   The funding sources listed below will be used to conduct all approved activities associated with the CDBG/DRI Program. The specific rules and regulation requirements approved for each program shall govern the specific use of the associated funds.

   a. Community Development Block Grant (CDBG):
   b. Community Development Block Grant Disaster Recovery Initiative (CDBG/DRI):
   c. Matched or leveraged State Housing Initiative Partnership (SHIP) funds

   The above funding sources may be used to supplement all approved activities associated with the CDBG/DRI Program. The specific rules and regulation

requirements approved for each program shall govern the specific use of the associated funds.

G. Priority of Assistance:

Priority of assistance is determined based on local need and specific program requirements. When awarding funds for assistance to Applicants of housing-related services, it is important for the County to establish a fair and equitable underwriting process for selection. For awards to individual Applicants, criteria are established by the program requirements, the current established HUD Area Median Income (AMI) limits, those affected by documented federal disasters, and other non-demographic preferences, such as targeting to special needs populations, elderly and disabled. Eligibility for individuals is based upon annual household income and on a first come, first qualified, and first serve system.

Applicants must complete and submit all required information on all household members for a determination of income eligibility and must be willing to execute all necessary documents on a timely basis.

<u>Applicant Qualification Criteria and Requirements</u>

Applicants will not be served until they have submitted a complete Application with all documentation required and have been found by the HRS to be income-eligible and can document clear and/or unencumbered title.

Income-eligible Applicants are those Applicants with household incomes that fall between Very Low Income (VLI or 30% AMI) to Low-to-Moderate (LMI or 80% AMI). Income eligibility is determined by using the total household gross income and shall be determined upon completion of the application process.

<u>Applicant Selection Criteria and Requirements</u>

Applicants will be selected on a first-come, first-qualified, first-served basis and will be documented by the individual(s) receiving the Applications by date and time stamp. Program rules require that a minimum number of VLI and LI Applicants be served. Therefore, priority will be given to VLI Applicants (minimum of two {2}) and LI Applicants (minimum of five {5}) until the required number of VLI and LI units has been satisfactorily addressed in accordance with and as outlined in the Agency Award Agreement with (HUD, FDEO). Assistance is subject to funding availability. No other ranking or scoring process will be used.

<u>Applicant Priority</u>

While the County will be using a first-come, first-qualified, first-served basis for selecting Applicants for program funding, the housing program recognizes there are times when priority must be given to certain underserved groups or to meet funding agency requirements.

Other Applicant priority consideration factors are**:**

1. Applicants who are elderly (Greater than 62 years of age)
2. Applicants who are handicapped/disabled (with acceptable proof of handicap/disability)
3. Applicants who are veterans of any war as declared by the Congress of the United States of America

These other Applicant priority consideration factors will take effect in the event that Applicants simultaneously submit an Application and it is not discernible by the individual(s) receiving the Application which Applicant entered the facility to submit the Application first, or in the event that the Applicants enter the facility to submit the Application at the same time and there is only one individual to receive the Applications causing one person to have a later date and time stamp on their Application.
In addition, if the HRS, in consultation with the PA and other applicable local government departments (Housing, Building, Fire, Health Department or Code, etc.) determines that one Applicant's housing unit poses a greater hazard to health and safety than another's, the Applicant at greater risk of physical harm may be given priority (i.e. roof replacement would take precedence over a window repair).

H. Applicant Intake

As required by specific program rules, the County will solicit and advertise the appropriate public notification and public hearing(s) notices. A notice of funding availability shall be placed in the appropriate media outlets to provide information and discuss specific program housing activities to be undertaken with the available program funding. Subsequent to the public hearing and advertising periods a minimum of:

1. One (1) Applicant workshop should be advertised and held in a public setting to address additional questions or concerns from the participating public.
2. All public hearings, advertisements, and workshops shall be advertised in accordance with the appropriate funding agency (HUD, and FDEO) requirements.

An informed Applicant will help minimize future misunderstandings. To this end, Applicants should be informed early in the process of the program's income limits, benefits, stipulations for assistance; repayment terms (if applicable) and anticipated timeline from application to assistance. This information can be effectively conveyed via a program and/or goal specific fact sheet or program brochure and should be discussed during the initial Applicant workshop and as required during any follow up contact.

The HRS shall review and Program Administrator shall review and rank the applications based on a first come, first qualified, and first serve process. The DRI category will be based on the same criteria.

The application process will have a noticed cutoff date for the receipt of applications. Applications received after that date shall only be considered on a 'first come, first qualified, first served' basis as alternates after the primary list of Applicants has been considered and exhausted and where sufficient funds still remain to address more units. Primary consideration of 'first come, first qualified, first served' status shall be when the Applicant complies with all program criteria and has furnished all required documentation and can therefore be qualified by the HRS, rather than time of receipt of the initial application. This is contingent upon funds remaining available at the time of approval and the unit in question also qualifying. Income qualification and unit qualification both apply (e.g. an Applicant completes their file and is qualified, but the unit is in the flood plain or historic and insufficient funds remain to address those issues. However, the next Applicant in the first come, first qualified, first served line qualifies and only needs roof and window repairs within the remaining budget.

The HRS or the County's PA may remove an Applicant from any CDBG program for a change in household income, approved in the Applicant Selection Criteria, not complying with the minimum qualification procedures, refusing to comply with the program requirements or HRS directions (such as temporary relocation from an unsafe dwelling or work area), not accepting the program standards or HRS recommendations for eligible repairs or other just cause that would expose the County to unacceptable risk. If it is determined that it is necessary to remove an Applicant from the program, a certified letter will be drafted and recommended by the HRS and sent by the County to the Applicant stating the reasons for the removal. The Applicant will have the right to appeal the decision as identified in the Citizen Participation Plan. The HRS's best judgment shall be the guide in determining whether it is in the best interest of the program or the County to reject a unit or application. The practical housing rehabilitation experience of the HRS is critical in dealing with potential risk to the County or program, or the safety of the occupant in cases where Applicants refuse to cooperate with program guidelines or HRS directions.

Note:

It is important to ensure that the housing program does not discriminate against any class of potential Applicants. All persons must be treated equally when serving housing needs. The Fair Housing Act is the term commonly used to describe the provisions of Title VIII of the Civil Rights Act of 1968, as amended in 1988. The Act states that it is unlawful to discriminate on the basis of race, creed, color, religion, age, sex/gender, familial status, national origin, or disability. In addition to what is covered under the federal act, Florida law also prohibits discrimination on the basis of marital status. This language should be included in all program information announcements and advertisements relating to the

housing program. It is important for housing administrators to be familiar with fair housing laws, as well as the more subtle forms of discrimination.

I. Application Process and Applicant Eligibility

Listed below are the minimum functions to be performed in processing an Application for Assistance. The County should make every good faith effort to notify the Applicant of eligibility within thirty (30) days of the application date.

1. Review with the Applicant the objectives of the rehabilitation activities.
2. Advise the Applicant on the specifics of the grant program and other funding sources that may be available.
3. Advise Applicant concerning the conditions under which a loan/grant is made.
4. Assign an application number and set up a separate file for each Applicant.
5. Check all local tax records to determine that property taxes are current.
6. Verify Applicant's household income. Retain documentation in program files. (Also housing expenses and assets if they are used.)
7. Determine eligibility of the Applicant for assistance. Evidence that ownership of the property has been verified through the Property Appraisers Office shall be retained in the office files.

The application for assistance should contain all the necessary information to determine whether an Applicant is eligible for program assistance, including but not limited to:

1. The number of people residing in the household including name, age, relationship to head of household, Social Security number, present address and home phone number and employment status;
2. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;
3. Sources of annual income, including earned, unearned and asset income (this subject will be described in detail below);
4. A statement signed by the adults who reside in the household consenting to the disclosure of information for the purpose of verifying income and assets for determining income eligibility for program assistance.
5. A signed statement indicating that the Applicant understands that all information provided is subject to Florida’s public records laws.
6. An authorization for release of information sheet.
7. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.

To ensure proper Applicant qualification, each Applicant shall also be required to provide, at a minimum, the following documentation, as applicable, on a case-by-case basis.

1. Completed Application for Assistance and disclosures with signatures and date. *(including duplication of benefits documentation from FEMA, Insurance,*

SBA, family assistance, faith, or community assistance documentation, and duplication affidavits)

2. Government Photo Identification for Applicant and any co-Applicants.
3. Proof of Ownership, e.g. recorded copy of Property Deed.
4. Current Property Tax Receipt.
5. Most current year's Tax Returns or current year's Tax Transcripts from IRS.
6. Paycheck Stubs (last 3 pay stubs for each working member, with additional and updated stubs required at the County's discretion).
7. Most current Social Security Statement of Benefits for each household member.
8. Most current documentation for other assets - 401(k), retirement/pension, IRA, CDs, annuities, etc.
9. Most current self-employment income statement with schedule C, E, or F.
10. Documentation on dependents claimed (including birth certificate, school records, court-ordered letter of guardianship, divorce decree and/or letter of adoption).
11. Three most current bank statements for all open checking, savings or other interest-bearing accounts at the time of application and at contract signing.
12. Property Appraiser documentation showing what year the unit was built.
13. Third party contact information and release to obtain third party verification of employment signed by employer and notarized. This documentation must be received for eligibility determination.

The PA/HRS should review the application carefully to ensure that the Applicant has provided all sources of income, including total household assets and asset income. If an Applicant has trouble completing the program application and providing the required back up documentation necessary needed for final program eligibility. It may be preferable to schedule a meeting between the HRS and Applicant to complete the application for assistance in a scheduled, face-to-face interview where the Applicant can be prompted to provide accurate and comprehensive income and household information. It is common for Applicants to misunderstand what items to count toward annual income.

1. <u>Applicant Responsibility</u>:
   Applicant Homeowners and all household members are responsible for working in good faith and in a responsible, reasonable, and timely manner with the HRS. Reasonable deadlines shall be established at each step of the process of submittal of information by the homeowner. Generally, after two written notifications, any refusal or failure to provide information, or any established pattern of untimely submittal of information by the homeowner, at the HRS's discretion and approval by the PA the Applicant's case file may be closed.

J. Applicant Homeowner Eligibility Standards

In order for a homeowner Applicant to be eligible for purchase and/or rehabilitation assistance, the following criteria must be met:

1. Total household income under CDBG and DRI must not exceed the very low income (VLI) to low-to-moderate income (LMI) limits set for the HUD Section 8 program at the time assistance is provided or no greater than eighty percent (80%) of the Area Median Household Income (AMI) limits.

2. For regular category CDBG and DRI. The Applicant homeowner must possess and provide clear title to the property, although it may be jointly owned, and the property may be mortgaged. Ownership through life estate, heir property or other legal satisfactorily documented ownership is considered satisfactory for program participation. Providing proof of title is an owner responsibility and expense.

3. The Applicant homeowner must reside in the dwelling as a primary residence to be rehabilitated for at least one (1) year prior to the time of application (owner occupied assistance). In the case of the DRI category, the Applicant homeowner must have been permanently residing in the dwelling unit as the primary residence at the time of the declared disaster.

4. Property tax, mortgage payments and utility bills must be current, and ownership must not be jeopardized by any other threat of foreclosure, default or clouded title to be eligible for CDBG and DRI owner-occupied rehabilitation.

5. For all CDBG programs, the property must be fully insured for basic hazard/homeownership insurance. Flood Insurance also applies in the one hundred (100) year flood plain and the County must be named as a policy holder if the home is in the one hundred (100) year flood plain. Flood insurance must remain in effect for the entire period of the Deferred Payment Loan Agreement. Any unit to be addressed with CDBG funds must be elevated to at least one foot (1') above base flood elevation (or to local code) whichever is greater or disqualified due to cost infeasibility. This applies to all categories and all activities involving construction.

6. For all CDBG programs, all Applicants that may have a business or familial relationship with a member of the County Commission, the Citizen's Advisory Task Force Committee, HRS, PA and participating construction contractors must fully disclose this relationship at the time of the Application, at the point in time in which the conflict occurs and definitely before a construction contract is executed (see Conflicts of Interest)

7. For regular category CDBG and DRI, if a boundary survey is required, the Applicant homeowner is responsible for providing necessary proof or documentation at the homeowner's expense.

8. Rental or other income generating properties are not eligible to participate in the CDBG or DRI owner-occupied rehabilitation program. Only units occupied by the Applicant(s) with clear title as a primary residence are eligible.

9. In DRI categories, lease units may be addressed if a) the County is seeking lease units to meet DRI VLI or LMMI needs, b) the project is cost feasible, c) the unit(s) are income restricted (either LI or VLI), d) the units comply with all HUD and FDEO eligibility requirements (or will by means of agreement and improvements), e) have CDBG eligible repair needs and f) for VLI rental set aside funds, the property management agency demonstrates capacity and the minimum five (5) years' experience required to participate. Such properties shall be screened and qualified by the selection process and review of the HRS. The property management organization is required to re-verify income annually for all tenants.

10. Applicants may be required to attend a HUD approved eight (8) hour homebuyers' education class prior to closing, this may apply to any new construction units under the DRI program. The HRS will advise the County of any such requirements.

11. For all CDBG and DRI programs, the County shall take all reasonable measures to avoid fraud and abuse. The County shall provide qualified oversight through competent staff of contract program oversight. Any fraud or abuse of Housing funds shall be grounds for disqualification. (See Fraud section of this document)

Each Applicant: to ensure proper homeowner qualification will also be required to provide at a minimum the following documentation, as applicable on a case by case basis:

1. All CDBG programs: Completed application and disclosures with signatures and date.
2. All CDBG programs: Photo Identification for Applicant and any co-Applicants.
3. Regular Category CDBG and DRI: Proof of Ownership Recorded Copy of Property Deed.
4. Regular Category CDBG and DRI: Property Tax Receipt.
5. All CDBG programs: Most current year's Tax Returns or year's Tax Transcripts from IRS.
6. All CDBG programs: Paycheck Stub (Last three (3) pay stubs for each working member of household) OR most current Social Security Verification (Statement of Benefits).
7. All CDBG programs: Most current other assets - 401(k), retirement/pension, Individual Retirement Account (IRA), Certificates of Deposit (CD's), annuities, etc.

8. All CDBG programs (when applicable): Most current Self-employment income statement with schedule C, E, or F.
9. All CDBG programs: Documentation on dependents claimed (including birth certificate, school records, court-ordered letter of guardianship, divorce decree and/or letter of adoption).
10. All CDBG programs: Three (3)) most current bank statements for all open checking, savings, or other interest-bearing accounts at the time of application and contract signing.
11. All CDBG programs: Documentation showing what year the home was built after 1978.
12. DRI only: Documentation showing the Applicant was displaced or received damage from Federally Declared Disaster.
13. All CDBG programs: Third party contact information and release to obtain third party verification of employment signed by employer and notarized. This documentation must be received for legibility.

K. Duplication of Benefits

In regard to Disaster Recovery Initiative (DRI): Applicants who responded to an advertised request for Applications must provide additional documentation as listed below:

1. Proof that the residence was impacted by the applicable federally declared disaster event.

2. All FEMA, Small Business Administration (SBA), and Insurance claim documentation.

3. Written certifications and proof of all benefits received.

4. All receipts and/or invoices for work completed using FEMA, SBA, and/or Insurance monies from a filed claim.

Any and all program required self-certifications as is required by the funding agency, the housing program, and applicable local governments

L. Applicant Household and Income Verification

The household and income verification process may vary slightly from one program to another depending on the funding agency requirements. Generally speaking, an eligible household is comprised of one or more natural persons determined by the eligible municipality to be of very low income, low, low to moderate income according to the current HUD income limits adjusted for family size. The HUD Handbook 4350.3 Chapter 3 Section 3-6 (E) provides guidance on whether or not to count an individual as a household member. Whenever the handbook indicates that an individual is a household member, the individual's full income must be included in the annual income.

M. Household Income

An Applicant homeowner's household income eligibility status shall be determined based on the total family Gross Annual Anticipated Income according to household size and make-up. The income eligibility of each household will be determined in accordance with current HUD "annual income" rules and regulations as defined in HUD Handbook 4350.3 rev 3 or those adopted through the funding agents Consolidated Plan and approved by HUD.

All household income inclusions and exclusions can be found at HUD 24 CFR part 5: http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/calculator/definitions/part5

The income of each household assisted with any CDBG or DRI funds will be determined at the time of purchase in accordance with 24 CFR 570.3 using "annual income" as defined by the Section 8 Housing Assistance Payments Program to ensure income requirements are being met.

The following rules are applicable in determining household income:

1. For all CDBG programs, the gross income of all household members occupying the dwelling is included in calculating household income. However, wages earned by dependent minor children (under age 18) are not included in total.

2. For all CDBG programs, all Applicants applying for housing rehabilitation assistance under the CDBG program will be subject to a third-party income verification process to ensure that all Applicants meet the minimum income guidelines set forth by the established HUD minimum income limits.

3. For all CDBG programs, occupants of a dwelling who are not related to or not dependent upon the Applicant homeowner(s) are considered part of the Applicant homeowner's household.

4. For all CDBG programs, rent or other household support contributed by non-household occupants of a dwelling is included in household income.

For all CDBG programs: The Applicant homeowner' s assets, with the exception of the home in which he/she resides, unless previously assisted with SHIP funds, and personal property such as an automobile, will be considered in determining eligibility. The actual annual income from the asset will be calculated as part of the total household income. Inclusion of such assets, if any, will be in strict accordance with 24 CFR 813.106 and any current modification thereof.

II. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/DRI) PROGRAMS – REHABILIATION AND CONSTRUCTION POLICES AND PROCEDURES

A. Identification of Units

Housing Rehabilitation will be performed only on units approved by the County and in accordance with grant requirements established by the State of Florida DEO and the U.S. Department of Housing and Urban Development (HUD). Alternate units may be provided to replace any primary units that may become ineligible. The County will solicit applications either from other housing assistance providers that have knowledge of need within the County, by placing notices in public areas throughout the County and/or by advertising in publicly circulated publications. The County will review applications received using the following selection criteria as defined in the *Priority of Assistance* section of this document:

1. For all CDBG programs, has the Applicant previously been furnished assistance under any County Housing assistance program including State Housing Initiative Partnership (SHIP) or Disaster Recovery Initiative (DRI), or other such federal/state programs, and if so, when and under what circumstances. A former Applicant that received assistance under the regular CDBG category cannot be assisted for five (5) years and in any event will not be served again until all other eligible Applicants have received assistance.

2. For all CDBG programs, number of persons in the family and the family income. Priority will be given to Applicants that meet the VLI and LI Applicant selection criteria as defined in the *Priority of Assistance* section of this document.

3. For DRI, housing units identified by the County when the County falls under a Federally Declared Disaster Event, having been affected by a disaster.

4. For regular category CDBG and DRI, type of construction (i.e., block, manufactured home, wood frame, etc.), state of deterioration of the residence and estimated cost to rehabilitate as compared to 1) average residence cost calculated in the application and 2) the value of the residence after rehabilitation. Assistance for mobile or manufactured housing will be included in the program but will be restricted to replacement of said structure with a site-built home, unless prohibited by local or state regulations or infeasible due to applicant or site conditions. The HRS shall make the final evaluation and recommendation for addressing any mobile or manufactured units.

5. For all CDBG programs, location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, historic preservation, hazards, etc.

6. For all CDBG programs, compatibility (consistency) of the proposed residence rehabilitation with the local Comprehensive Plan and/or land development regulations.

7. For all CDBG programs, confirm that the Applicant is current on all payments to the local government (i.e., garbage/trash bill, utility bills, taxes, etc.) and mortgage/lien holders.

8. For all CDBG programs, Applicants' willingness to maintain reasonable standard of care (code compliance) and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.

9. For regular category CDBG and DRI owner-occupied units, to be eligible, Applicant must be able to show clear title to the property.

10. For all CDBG programs, is the structure is more than fifty (50) years old? The Applicant shall indicate on the Application form whether to his/her knowledge the structure is older than fifty (50) years. If the answer is "yes," or if other evidence suggests the structure is more than fifty (50) years old, the County must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation. Property Appraiser, tax records, or other government agencies' records will be researched to verify the age of the structure.

11. The HRS shall make the final evaluation and recommendation for each Applicant and unit as to whether they are appropriate under any CDBG or DRI program and the HUD and FDEO requirements. The County makes the final determination of acceptance of an Applicant and of award of any units, subject to the guidelines of this HAP as set forth by the County Commission.

12. For regular category CDBG and DRI, for owner-occupied rehabilitation, owner-occupied shall mean a residential unit with the clear title in the personal name of the Applicant(s) used as the primary residence of the Applicant(s). This does not include any non-residential unit or shared space with nonresidential uses or income generating property.

13. For all CDBG and DRI programs, this program will not assist in the rehabilitation or replacement of rental housing structures.

B. Eligible Property Types

Eligible property types will vary based on the specific goals and regulations of a specific program and its funding origination. The most common eligible property types include but are not limited to:

1. Single-Family Homes.
2. Townhomes, Condominiums units and Duplexes.
3. Mobile Homes (replacement only)

All properties must be within the approved program jurisdiction boundaries and the following property eligibility criteria are applicable:

1. Type of construction, (i.e., block, mobile/manufactured home, wood frame, etc.), state of deterioration of the residence and estimated cost to rehabilitate as compared to 1) average residence cost calculated in the application and 2) the value of the residence after rehabilitation. Assistance for mobile or manufactured housing may be included in the program but will be restricted to the specific requirements set forth in the local program guidelines unless otherwise prohibited by federal or state regulations or infeasible due to Applicant or site conditions.
2. Any home eligible for assistance where the cost of rehab will be in excess of fifty percent (50%) of the appraised value of the home as listed with the local Property Appraiser's office will automatically be considered a replacement home.
3. Location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, historic preservation, hazards, etc.
4. Consistency of the proposed residence rehabilitation with the local comprehensive plan and/or land development regulations.
5. Whether or not the Applicant is current on all payments to the local government (i.e., garbage/trash bill, utility bills, code violations, taxes, etc.) and mortgage/lien holders.
6. Applicant's willingness to maintain reasonable standard of care and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.
7. Whether or not the Applicant has clear title to the property. The Applicant shall have fifteen (15) calendar days from the date of the County's review, which will include the results of a title search. If fifteen (15) days pass without proper documentation or compliance, the application will become an alternate (falling to the bottom of the list on the sixteenth [16th] day) and shall not be considered until 1) all other applications are exhausted with funds remaining and 2) the Applicant has a completed file with full compliance with this requirement and all others.
8. Whether or not the structure is more than fifty (50) years old. The Applicant shall indicate on the application form whether to his/her knowledge the structure is older than fifty (50) years. If the answer is "yes," or if other evidence suggests the structure is more than fifty (50) years old, the County must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation or demolition/replacement prior to the start of work.
9. The HRS shall make the final evaluation and recommendation for each Applicant and unit as to whether they are appropriate and eligible under

specific program rules and in compliance with the funding agency requirements. The PA makes the final determination of acceptance of an Applicant and of the award of any units, subject to the guidelines of the local policies.

10. Where applicable the HRS must complete the proper environmental review process, including but not limited to a site-specific Tier 2 form, and receive written approval or release of funds from the funding agency prior to the start of rehabilitation.
11. Partner-assisted programs (with "partners" being affordable housing developers, community-based organizations, housing authorities, non-profits and similar affordable housing providers) may be implemented as outlined in local policy guidelines. Partners shall be selected using the Request for Qualifications (RFQ) or Request for Proposals (RFP) competitive selection process. Deed restrictions and Deferred Payment Loans (DPLs) apply. All unit and Applicant qualifications and monitoring by the HRS and PA apply. Partners must agree to comply with all program specific requirements and submit to monitoring and directions of the HRS before any funds are released or payments made.
12. For owner-occupied rehabilitation, owner-occupied shall mean a residential unit with the title in the personal name of the Applicant(s) used as a primary residence of the Applicant(s). This does not include any non-residential unit or shared space with non-residential uses or income generating property.

C. Scope of Rehabilitation Assistance

CDBG financing of housing rehabilitation is available for the following purposes:

1. Addressing local housing code required repairs under current Florida Building Codes requirements for Existing Buildings and local Maintenance Codes and/or Section 8 HQS violations, whichever is most stringent for each code-related repair needs. This will include Florida Energy Efficiency Code for new construction where it applies and Accessibility Requirements (24CFR Part 8, 24 CFR 100.201, 24 CFR 100.205) where they may apply.
2. Providing for cost effective 'Green Standards and Additional "Green Standards" as described in section *J: Rehabilitation and Replace Procedures*. The most current Florida Green Building Coalition checklist of green features including those required by FDEO and that are appropriate for the type dwelling shall be used as a list of options for including affordable green features.
3. Providing reasonable repairs and modifications to make the dwelling accessible to handicapped and elderly occupants as necessary and technically feasible. The HRS shall determine the feasibility and eligibility of any such repairs; and
4. Correcting health and/or safety violations that may be present, including replacement of dilapidated or malfunctioning stoves or refrigerators and interim controls or abatement of lead-based paint hazards. The HRS shall determine the feasibility and eligibility of any such repairs.

Except for DRI new construction or redevelopment activities, new construction such as adding a room or closing in a carport is eligible for rehabilitation financing only to eliminate overcrowding or to provide bathroom or laundry hook ups. In all CDBG categories general property improvements are eligible for program funds when necessary to obtain an accurate level of utility, to decrease high maintenance costs, or to eliminate blight. Examples of eligible general property improvements include installation of cabinets and linen closets, functional changes in room layout, replacement of unapproved or damaged floor coverings, and enclosure of a porch for use as a bathroom where the dwelling does not have adequate interior space.

In the CDBG and DRI categories for owner occupied rehabilitation, some general property improvements that are not required by code, and/or Section 8, HQS, or the work required by the code and/or Section 8 HQS (creating a need for restoration) or other eligible reasons listed above and recommended by the HRS may be provided at the owner's expense. The cost for any such improvements shall be borne by the owner who must deposit the funds with the local government prior to construction otherwise the additional items will not be included in the construction. These items must be included in the Contract for Rehabilitation that is developed and administered by the Program. However, ineligible new construction must be contracted separately. Furthermore, any construction not covered in the construction contract will be inspected by the local building inspector and will not be inspected by the HRS or PA.

D. Contractor/Vendor Listing

The Housing Rehabilitation Program will establish and maintain a current listing of eligible contractors for bidding on all phases of the program. Only those contractors who are so listed will be considered for work on this program. Establishment of this list will include maximum outreach to allow for utilization of qualified local Section 3 and minority contractors.

Programs in which the funding originated from a federal source (CDBG, DRI) prohibit local preference in accordance with 24 CFR 85.36, but require maximum compliance with Section 3, W/MBE, and EEO practices as set forth in HUD and CFR regulations. Every effort shall be made to notify Contractors residing or maintaining offices in the local area through public notices, as part of complying with Federal Section 3 and Minority-Owned Business Enterprise (MBE) requirements. This special effort will be based upon the list of Contractors licensed in the jurisdiction including residential, building and general contractors. Letters sent to Contractors, and/or solicitation advertisements, will be placed in the appropriate program file to document compliance. In addition to active efforts to comply with Federal Section 3 and MBE requirements, the County will follow all program requirements in its advertising and will promote fair and open competition, with no restrictions to promote advantages for local firms or businesses.

Contractors residing or maintaining offices in the local area will be recruited through public notice to all such contractors, as part of the County's compliance with Section 3 requirements. This special effort will be based upon the list of contractors licensed in the jurisdiction including residential, building and general contractors. Letters sent to contractors, or advertisements placed soliciting them, will be placed in the appropriate County program file.

The contractor listing will include all local contractors who apply and are determined eligible based upon program qualification standards.

If the pool of local contractors is inadequate to provide a sufficient pool of contractors willing and qualified to perform the rehabilitation work at prices that are considered reasonable and comparable to the prepared estimate, other contractors will be solicited. Maintenance of a pool of competitive, qualified, and capable contractors is essential to program completion.

The existing purchasing policy of the County will be used to determine eligibility of the contractors.

E. Contractor/Vendor Eligibility

In order to participate in the Housing Rehabilitation Program, a contractor must be approved as eligible by the HRS, the PA and by the Florida Department of Economic Opportunity (FDEO).

Standard Contractor/Vendor qualifications include but are not limited to:

1. Current license(s) with the appropriate jurisdiction.
2. A satisfactory record regarding complaints filed against the contractor at the State, Federal or local level.
3. Insurance:
    a. Contractor's Public Liability Insurance in an amount not less than $1,000,000 aggregate coverage
    b. A certificate evidencing Worker's Compensation insurance in statutory limits in accordance with Florida law.
    c. A certificate evidencing Auto Insurance, including bodily injury, in an amount not less than $1,000,000 per accident and in the aggregate.
    d. A certificate evidencing General Liability insurance covering bodily injury, including death and property damage, in an amount not less than $1,000,000 combined single limit per occurrence.
    e. Copies of certificates shall be provided to the PA. The Contractor shall provide the PA with a certificate of insurance from the insurer guaranteeing thirty (30) day notice to the Housing Rehabilitation Program before discontinuing coverage.

4. A satisfactory credit record, including:

a. References from two (2) suppliers who have done business with the contractor involving credit purchases.
b. References from three (3) subcontractors who have subcontracted with the contractor.
c. The ability to finance rehabilitation contract work so all bills are paid before requesting final payment.

5. Satisfactory references from at least three (3) parties for whom the contractor has performed construction work.
6. Absence from any list of debarred contractors issued by the Federal or State DOL, HUD or FDEO.
7. Acceptance of all program requirements, including but not limited to Section 3 goals and reporting. MBE goals and reporting and where applicable prevailing wage requirements.

The HRS will assure that current and past performance of the contractor are satisfactory based upon readily available information and reserves the right to check any reliable source in establishing such determination.

The HRS will explain the contractor's obligations under Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. Program procedures, such as bidding, and payment will also be explained to the contractor.

F. Contractor Disqualification

Contractors may be prohibited or removed from program participation for, but not limited to:

1. Poor workmanship or use of inferior materials.
2. Evidence of bidding irregularities such as “low-balling” (submitting an unreasonably low bid in the hopes of increasing the bid amount through change orders once construction has commenced), bid rigging, collusion, kickbacks, and any other unethical practice.
3. Failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs.
4. Failure to pay creditors, suppliers, laborers or subcontractors promptly and completely.
5. Disregarding contractual obligations or program procedures.
6. Loss of license(s), insurance or bonding.
7. Lack of reasonable cooperation with homeowners, HRS, PA, rehabilitation staff or the others involved in the work.
8. Abandonment of a job.
9. Failure to complete work in a timely manner.
10. Inability or failure to direct the work in a competent and independent manner.
11. Failure to honor warranties.

12. Ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD or FDEO.
13. Other just cause that would expose the Program or homeowner to unacceptable risk.
14. Failure to respond to a minimum of three (3) consecutive requests for bids.
15. At the contractor's request.

G. Eligibility Inspection

Each Applicant who applies for rehabilitation assistance is initially screened to determine whether he/she is eligible for a 100% Deferred Payment Loan. A preliminary inspection of the Applicant's unit is then conducted to determine feasibility of rehabilitation.

If either the owner or the structure does not meet eligibility requirements for program participation, the HRS will reject the unit/Applicant. In the case of owner-occupied rehabilitation and upon PA review and approval, a written rejection notification will be sent to the Applicant via certified mail within ten (10) days stating the reason for rejection.

If both the Applicant and the house structure appear to be eligible for program participation, the application/verification process continues. A work write-up with cost estimate is developed by the HRS and approved by the Applicant and the PA. The cost estimate for the job is considered confidential information until bid opening.

If special financing arrangements (such as the Applicant covering excessive costs or general property improvements) are required or anticipated, arrangements must be made prior to bidding to prevent soliciting bids on a home that cannot be financed. When the unit and Applicant receive preliminary approval, bids are solicited for the job.
Once the HRS has found the Applicant and the dwelling unit to be program eligible, a full property inspection and review will be conducted. The inspection process shall at a minimum consist of the following:

1. The completion of the HUD HQS Inspection Form (optional at the HRS discretion).
2. The completion of the pre-Scope of Work (SOW) and inspection report further detailing all code/HQS deficiencies and listing the areas in which rehabilitation is required.
3. The completion of the final SOW and cost estimate

H. Bidding

Bidding of potential CDBG and DRI units is conducted by the HRS in conjunction with the County Procurement/Purchasing Department. Applicants review the pre-approved list of eligible contractors before their cases are sent out for bids.

Applicants have the right to remove any contractor(s) from the list of prospective bidders for their unit, as long as the removal request is based on non-discriminatory, non-bias, or other non-subjective reasoning and at least three (3) eligible contractors are allowed to bid. The Applicant must be willing to justify the removal of contractor(s) from the bidding list. Applicants may also request additional contractors as bidders. If these Applicant-requested contractors submit the Contractor Application and are approved by the PA and are otherwise eligible, they may be added to the bidders list and bid on the housing rehabilitation work. The HRS will make maximum effort to ensure participation by minority and/or Section 3 owned contracting firms. Under CDBG and DRI, the HRS shall qualify and recommend all contractors and other necessary vendors (lead-based paint, asbestos, title search, mold, appraisal, land survey, environmental, etc.) for work the HRS recommends or the program requires on eligible units. In these cases, the County policies shall govern the qualifying and award process, including this HAP.

No housing unit owner, occupant, or immediate relative of the same, either personally or corporately, shall serve as a contractor or sub-contractor to be paid with CDBG funds for the rehabilitation of said building, nor shall they be paid for their own labor with CDBG funds for the rehabilitation of said building.

A notice is sent via email, fax or U.S. Mail to each eligible bidder to inform them of the job. Bidding notices will be posted at primary governmental buildings to the maximum practical extent. Advertising for individual jobs will be conducted as necessary but will not exempt contractors form the requirement that they must be pre-qualified.

1. Notification to Bidders (NTB): The HRS or assigned Housing Staff will notify previous program approved Contractors of the availability of the work order and establish a date for the pre-bid conference and bid submission deadline. Bids are opened in the public at the designated time and bid tabulation is prepared.
2. Pre-Construction Meeting: An onsite meeting will be arranged between the homeowner, the approved Contractors and the HRS to review the scope of work and site considerations. This meeting will also serve to allow for Contractor and homeowner introductions and questions. Any questions that arise from the onsite meeting must be submitted in writing to the HRS who is required to answer the question in writing and submit it to all approved present Contractors. Questions may not be answered less than seventy-two (72) hours prior to the established bid submission date. Each contractor MUST attend this pre-bid conference held at the approved unit to be rehabilitated or inspect the house under the Applicant's supervision. Failure to do so will result in automatic rejection of his/her bid(s) for the unit(s).
3. Bid Submission and Award Recommendations: Bids will be submitted on the date and time established in the Notification to Bidders advertisement and awarded in compliance with the HAP requirements and the terms set forth in

the NTB advertisements. Sealed bids will be opened at a public bid opening. The HRS will generally recommend that the contract be awarded to the lowest responsible bidder within plus or minus fifteen percent (15 %) of the cost estimate. Bidding procedures will adhere to County purchasing policy. Bids below the fifteen percent (15%) threshold will be reviewed and are not automatically disqualified.

A minus ten percent (10%) contingency will be assessed for all Section 3 and/or W/MBE firms at the bid opening to provide incentive, opportunity and encourage the participation of such established business types in accordance with HUD requirements. All bid awards will be made available to the participating Contractors and homeowners.

The PA reserves the right to reject any and all bids and to award in the best interest of the Applicant and the County. The Applicant must approve the bid award prior to signing contracts.

. No contractor will be allowed to have more than two (2) jobs per bid round, with a maximum award of three (3) jobs under construction at one time without consent of the PA unless:

a. The anticipated date of commencement is after the scheduled and estimated date of completion of current jobs; or
b. The contractor has demonstrated, through past performance, his/her ability to satisfactorily complete multiple contracts in a timely manner thereby causing no impact on project and program completions.

This rule may be waived by the County Commission if it is determined that there is an inadequate pool of qualified bidders, if the other bids are excessive, or if other extenuating circumstances arise.

4. Contracts: Preparation of Contract Documents: The HRS or approved staff prepares Applicant homeowner/County and Applicant homeowner/contractor agreements and sets a time to meet with the Applicant homeowner and contractor to execute the documents and mark the start of construction. These agreements at a minimum should consist of the following:

    1. Voluntary Participation and Final SOW Approval.
    2. Final Income Certification and Affidavit.
    3. Truth in Lending Statement.
    4. Program Mortgage/DPL and Note.
    5. Rehabilitation Agreement/Rehabilitation Contract.
    6. Notice to Proceed.
    7. Notice of Commencement.
    8. Color/Style Selection Sheet.
    9. Temporary Relocation Statement (where applicable).
    10. Three (3) Day Recession Notification.

I. Deferred Payment Loans (DPLS)

The CDBG/DRI Programs provide financing for eligible activities to income qualified Applicant homeowners in the form of zero-interest Deferred Payment Loans (DPLs) (mortgage), the amount of which shall include the accepted bid amount for rehabilitation plus a contingency reserve. In the case of DRI, this can also include acquisition or purchase assistance.

1. Deferred Payment Loans (DPL)

   a. Deferred Payment Loans (DPLs) are zero-interest loans with deferred payments that become grants when and if all criteria are met by the Applicant. The DPL is provided to a) homeowners who are unable or unlikely to obtain conventional financing due to their income limits, or b) to assist disaster affected homebuyers in purchasing a home under DRI.
   b. DPL financing is also used in the CDBG and DRI categories to provide assistance with housing rehabilitation and/or replacement of owner occupied, eligible units. The Deferred Payment Loan (DPL) involves a security instrument (lien) requiring repayment of the loan if the homeowner sells or transfers ownership of the rehabilitated home, ceases to use it as his/her primary residence within the date specified in the terms of the DPL, or fails to maintain reasonable required standards of care and maintenance. During the specified lien period the principal is "forgiven' or subtracted from the principal balance in equal annual amounts for CDBG and DRI rehabilitation loans, so that at the end of the specified term of owner occupancy (by at least one of the Applicants if owned jointly), the loan is fully amortized. There is no interest charged during this specified term agreement.
   c. In the event that the sole owner dies or both/all owners die within the specified loan period, repayment of the loan will not be required, and the DPL is forgiven (i.e. it becomes fully amortized upon the death of the final owner).
   d. The assistance provided to each Applicant, at the time of closing, will be in the form of either a primary or secondary mortgage. The mortgage will be recorded in the Public Records of the County. The County will monitor possible triggers of the DPL repayment with annual title verification with online County services through the Clerk of Court and Appraisers offices and through visits to the assisted units.
   e. The primary affordability mechanism is a Deferred Payment Loan (DPL) at zero interest and is forgiven in accordance with the following schedule:

Assistance Amt.	Lien/Affordability Period	CDBG/DRI Forgiven Annually
Under $15,000.00	5 years	100% forgiven only when mature
$15,001-$40,000.00	10 years	forgiven20% annually after 1st 5 years

Over $40,001.00	15 years	forgiven 10% annually after 1st 5 years
Demo/Replacement	20 years	forgiven 20% annually after 1st 15 years

NOTE: With regard to Demo/Replacement (new construction housing), under the CDBG and DRI Category DPL's must maintain long-term Affordability for the lien periods as described above. In these instances, the CDBG and DRI funded DPL's are not forgiven annually for the first 15 years. After the first full fifteen (15) years the CDBG and DRI funded DPL's are forgiven 20% annually for the next five (5) years until amortized.

f. If repayment of a DPL becomes due, the (prorated for CDBG and DRI) principal balance will be due in full within thirty (30) days of the sale/transfer of ownership or the owner's cessation of primary residence at the property. If the owner is unable to make such payment, the County Commission may, at their discretion, and with FDEO approval, allow repayment of the DPL over a term not-to-exceed fifteen (15) years, at a yield of not more than one percent (1%) interest per annum, and/or allow transfer or sale of the unit to another income qualified household for the remainder of the lien period.
g. Homeowners whose household incomes do not exceed the HUD Section 8 low-to-moderate income limit will receive a Deferred Payment Loan for one hundred percent (100%) of the cost of rehabilitation.
h. The maximum DPL for the regular CDBG and CDBG/DRI categories for an owner-occupied single-family dwelling for repairs or replacement is eighty thousand dollars (($80,000)).
i. If rehabilitation costs require more than maximum allowed DPL in the aforementioned categories and the owner is unable to finance the additional cost, the dwelling unit may be disqualified by the HRS unless matched, leveraged, or other alternative funding is available. If the HRS considers it appropriate and in the best interest of the program, CDBG funds may be used in lieu of alternative funding only upon 1) availability of CDBG construction funds and 2) the approval of the County Commission of a waiver of the maximum DPL.
j. As a general policy, a contingency amount of approximately five percent (5%) shall be placed on reserve for change orders. Exceptions may be made to this rule if the owner provides a firm commitment in writing to pay for all required changes exceeding the authorized loan limit, or if the PA determines that the situation does not require a contingency fund.

J. Rehabilitation and Replace Procedures

All rehabilitation and replacement construction work shall include and address

Section 8 Minimum Housing Quality Standards (Section 8 HQS), the current Florida Residential Building Code and relevant local codes (whichever is most stringent for each code-related item).

When replacing older obsolete products and appliances the following “green” standards will be implemented for all homes rehabilitated, including new home construction to include:

Green Standards

1. Refrigerators that are replaced or installed shall be Energy Star rated;
2. Gas water heaters that are replaced or installed shall be Energy Star rated;
3. All exterior doors and windows that are replaced or installed shall be Energy Star rated;
4. All lighting fixtures and ceiling fans that are replaced or installed shall be Energy Star rated.

Additional standards for all homes

1. Weatherization of all homes rehabilitated
2. At a minimum, weatherization shall include attic insulation, and if appropriate, floor insulation, as well as sealing all exterior walls.
3. HVAC units that are replaced or installed shall be Energy Star rated and have a SEER rating of at least 14.
4. Where feasible and cost effective as determined by the PA/HRS, all rehabilitation and new construction work, major or otherwise, shall include the installation of water-efficient toilets, showers, and faucets.

K. Structural Requirements

For all CDBG programs, in addition to household eligibility requirements for rehabilitation, the dwelling must:

1. Meet (or through feasible repairs meet) Section 8 Minimum HQS and,
2. Be feasible for rehabilitation. In order for a house to be considered feasible for rehabilitation, proposed construction must:
    a. Correct all violations of the local housing code, the current Florida Building Code and Section 8 Housing Quality Standards;
    b. Provide interim controls or abatement for lead-based paint hazards as required by HUD and EPA for structures constructed prior to 1978 that will be assisted by the program. All houses built prior to 1978 will be tested for lead-based paint. If lead-based paint is found, interim control procedures will be used for all houses rehabilitated at or below twenty-five thousand dollars ($25,000). Houses rehabilitated at a cost above twenty-five thousand ($25,000) will be rehabilitated using abatement procedures. Any occupants will be notified in writing of the hazards of lead-based paint, the symptoms and treatment of lead poisoning, how to avoid poisoning, lead level screening requirements and appropriate abatement procedures;(also see Lead Base Paint procedures)

c. Meet applicable local zoning requirements, as well as local, State and Federal housing code requirements for rehabilitation work;
d. Leave at least twenty percent (20 %) of the original structure based upon the formula provided in this section;
e. Not exceed the program costs noted in this HAP;
f. Be made reasonably accessible to handicapped/elderly occupants, when the unit is occupied by such;
g. New construction or substantial improvement of any residential building (or manufactured home) located within the one hundred (100) year flood plain shall have the lowest floor, including any basement, elevated no lower than one (1) foot above the base flood elevation (or per local code). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided;
h. The HRS will determine if any special surveys or studies are needed and may require any surveys or environmental assessments (with funds available) to determine feasibility of a unit. The County designee and PA shall approve such special studies or surveys before being ordered. If the recommended studies or surveys are cost infeasible, the unit may be denied at the County's discretion, or the Applicant may pay the cost of such studies or surveys the HRS recommends;
i. Provide interim controls or abatement for asbestos hazards as required by HUD, the State and EPA that will be assisted by the program.

3. For regular category CDBG and DRI. Be suitable for redevelopment or replacement housing units in cases where rehabilitation is not feasible and sufficient funds (CDBG and DRI) are available for the completion of a new or replacement housing unit that meets all of the above and all other criteria in this HAP. Redevelopment and replacement units must meet all of these requirements to be eligible.

L. Structural Integrity

For all CDBG programs, rehabilitation requires that at least twenty percent (20%) (CDBG and DRI) of the original structure remain after construction, based upon the following formula. Three (3) major components of the house are considered, with each component weighted to total one hundred percent (100%) of the structural value of the house. These components and ratios are: roof – twenty percent (20%), exterior walls – sixty percent (60%), and flooring system – twenty percent (20%).

As an illustration, assume fifty percent (50%) of the roof must be replaced, fifty percent (50%) of the walls must be replaced and twenty-five percent (25 %) of the flooring system (including framing) must be replaced. The factors are then ratioed based on the 20/60/20 formula, so that fifty percent (50%) replacement of the roof is equal to replacing ten percent (10%) of the structure, fifty percent (50%) replacement of the exterior walls equals thirty percent (30%) replacement of the structure, and twenty-five (25 %) replacement of the flooring system equals

five percent (5 %) replacement of the structure. Thus, replacement equals ten percent (10%), plus thirty percent (30%), plus five percent (5%), or a total of forty-five (45%) of the structure. This leaves fifty-five percent (55 %) of the original structure, indicating that the structure is feasible for rehabilitation.

This calculation will be performed by the HRS. Should significant deterioration occur between application approval and the time the unit is scheduled for rehabilitation, the unit will be re-evaluated for continued eligibility and a decision made by the HRS whether to replace it with an alternate unit in accordance with current FDEO contract requirements.

M. Cost Feasibility

Pertaining to the CDBG and DRI categories, as an additional means of guarding against program penalties for substantial reconstruction of a dwelling, the following cost limits are applicable to all rehabilitation areas. *These limits are above the allowable CDBG financing limits and assume requirements for owner contributions or leveraging with other funding sources*. The limits may be exceeded for rehabilitation/replacement costs when alternative funds are available for leveraging but must be specifically approved by the County Commission or PA as exceeding the described limits.

1. $80,000 per single family detached house (CDBG and DRI)
2. $50,000 per unit of a duplex, Townhome, or Condominium unit (DRI)
3. Replacement units (including mobile homes): Not to Exceed $275,000.00 in total cost

In addition, for the CDBG and DRI categories, the cost of rehabilitation and improvements may not exceed the after-rehabilitation value of the dwelling. In the absence of conflicting information, the mobile home CDBG cost limits shall be assumed to meet this requirement. For site-built dwellings, the total cost of rehabilitation (plus other improvements, if any) may not exceed eighty dollars ($275) per square foot of dwelling space, excluding septic tank, well, or water/sewer hook-ups, which is less than the cost of new construction and will be assumed to meet the cost/value limit.

N. Clearance

Requirements are identified by the HRS and are included in the replacement unit bid package. In this way, the same Contractor is responsible for site cleanup and preparation as for provision of the replacement unit. Disposal of debris and associated activities are also included if this method is utilized. When demolition or clearance is conducted separately, bid packages are prepared with procedures following those identified for rehabilitation in this manual.

O. Rehabilitation / Demolition Differences

A major difference between assistance provided to demolish / replace an entire unit and rehabilitation work is that, with a demo / replace unit, the DPL issued is

not for the full value of the replacement unit (owner occupied). (With rehabilitation, the DPL is issued for the full value of the rehab work performed.) The value of the DPL is based on a calculation that takes the difference between the assessed value of the original unit (real property not included) and the actual cost of the new unit (without real property). The difference is the value of the DPL. This is because the dilapidated unit that was demolished belonged to the Applicant homeowner and is being replaced on a one-for-one basis. Ownership of the replacement unit is vested directly to the homeowner with no interest on the part of the local government (except for the DPL). Generally, the local government will accept interim ownership of mobile homes to save program costs (taxes) with transfer to the homeowner as soon as possible, upon satisfaction of the DPL.

1. No partial payment is provided for modular replacement units, as the time frame to complete the transaction is relatively brief. The Contractor is paid in full upon satisfactory completion of work and providing of warranties. Partial payments are utilized for site-built homes along the same lines as for rehabilitation work.

2. Program disbursements are made from the local CDBG operating account. As a result, attention must be paid to the ordering and receipt of funds, to ensure that disbursements are made in a timely manner and that the CDBG/DRI limitation for cash on hand is not violated.

3. Rehabilitation cost feasibility limits are based on number of bedrooms to be provided for site-built homes. These limits may not be exceeded without approval from the County Commission are:

    a. four or more bedrooms - $80,000 CDBG/DRI
    b. three bedrooms - $70,000 CDBG/DRI
    c. two bedrooms - $60,000

In the case of replacement of existing SF/ mobile/manufactured homes, the limit will be based upon the acceptable bid price of a replacement home of comparable size. If the existing home is inadequately sized, the replacement home will be sized to include the appropriate bedrooms needed to meet Section 8 and/or local housing code requirements for occupancy. In no case will the total assistance be greater than those limits listed above, unless approved by the County Commission or its PA.

Necessary CDBG approved site improvements, including water supply, sewage disposal, and clearance, will also be provided along with the actual dwelling replacement.

P. Temporary Relocation

The CDBG Housing program provides an allowance for temporary relocation assistance to qualified persons who need to relocate while the work is being completed on their primary residence. The County will either;

1. Eligible applicants may receive assistance of up to ten thousand dollars ($10,000.00). The provision of temporary relocation assistance is contingent upon the availability of funds and assessed on a case-by-case basis.

Q. Contracting and Commencement of Construction

The HRS recommends the contract amount and contractor to the PA before the DPL and contract are signed. The DPL amount, contract amount, contractor, unit and owner eligibility are all approved by the PA.

The rehabilitation contract is then executed between the Applicant homeowner(s) and the Contractor. The contract should contain all federal provisions, including but not limited to EEO, Section 3, W/MBE, drug free workplace, and insurance statements. The DPL is executed by the PA on behalf of the County simultaneously with the construction contract, with the three (3) day rescission period running simultaneously for both legal agreements.

For all units, the DPL and the Notice of Commencement are recorded immediately, no more than three business days of execution. The program pays for recording of the Agreement. The filing of the Notice of Commencement shall be the responsibility of the Contractor.

The Notice to Proceed is issued to the contractor as soon as possible after the rescission period elapses. For the CDBG and DRI categories, when temporary relocation of the occupants is required, the Notice-to-Proceed will be delayed until the unit is vacated. The contract time of performance (generally 30 - 45 days for rehabilitation and 90 - 180 days for replacement or redevelopment) begins with issuance of the Notice to Proceed. The HRS shall recommend the appropriate contract period based on the type, size and complexity of the work.

R. Construction Progress Inspections

Periodic inspections of the rehabilitation construction are performed by the County and the HRS throughout the contract period. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection and approval of completed work must be conducted by the HRS prior to the contractor receiving partial or final payment. The Applicant homeowner's acceptance of the work is also required before payment is received. No final payments will be issued until the County Building Department issues a Certificate of Completion or Certificate of Occupancy and all lien wavers are collected and cleared.

S. Change Orders

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written Change Order before the additional work is started. The Change Order may be executed by the Applicant homeowner and contractor and is approved by the HRS and the PA. All change orders must be approved by the PA and the HRS. Change orders may also be issued to correct code deficiencies, or to obtain any other desired change in the work. CDBG funds can only be for Change Orders that correct code violations as documented by the local building department, a bonafide code violation report, time, or to meet Section 8 HQS found after rehabilitation begins.

For CDBG and DRI categories, additional non-code-related changes will be at the Applicant homeowner's expense.

T. Payment

Contractor payments are to be consistent with local policy, unless otherwise approved by the County and the funding agency as allowable by all applicable regulations. Specific payment policy depends on the program, and the type and amount of assistance being provided, and the contract awarded.

There will be NO payments shall not be processed without proper signatures from the owner, the contractor, the HRs, and the PA. Also, no payments shall be processed without completed primary and subcontractor lien waivers as applicable to the contract award or as required by the local policy.

Contractor Payment request and submissions should at a minimum follow these general guidelines:

1. Contracts of twenty-five thousand dollars ($25,000) or less will not be paid until the Contractor has completed the job.
2. Contracts in excess of twenty-five thousand dollars ($25,000) allow a partial payment upon satisfactory completion of sixty percent (60%) (and 100%, see below) of the rehabilitation work (less punch list items), with a retainage of twenty percent (20%) of the completed contract amount.
3. Depending on extenuating circumstances and contract balance, a second partial payment may be authorized at the recommendation of the HRS or PA.

Construction Completion	Percentage of Funds Paid
Less than 50%	0 %
50 % and all permits pulled	50%
100%	80%
100%	After Certificate of Occupancy is issued and all punch list items are completed.

Approval of a partial payment requires:

1. A determination by the HRS and the PA that the claimed percentage of completion of the work has been satisfactorily completed. Payment will be issued for the amount claimed less retainage depending on the physical progress as long as the contract funds remaining are sufficient to complete the work in the event of default by the Contractor.
2. Payment will be issued for the amount claimed less retainage depending on the physical progress as long as the contract funds remaining are sufficient to complete the work in the event of default by the contractor.
3. Approval of the work by the Applicant homeowner and/or PA.
4. An affidavit from the Contractor stating that either:
    a. There are no claims for unpaid goods and/or services connected with the job,
    a. All laborers, suppliers and subcontractors have received just compensation for their goods,
    b. Services up to the date of the request (as evidenced by full or partial waiver of lien from subcontractors); or
    c. A list of all unpaid parties and the amounts owed to each has been submitted with the request.

The final payment approval requires:

1. Acceptance of all work by the Applicant homeowner, the HRS and the PA.
2. Submission of all manufacturers' and other warranties (e.g., appliances, roofing, extermination, contractor's warranty covering the entire job for a minimum one (1) year, etc.).
3. Waivers of liens from all subcontractors, all parties who were not paid when the contractor received partial payment, and from any other party supplying notice.
4. A certificate of occupancy or final approval from the Building Department to show compliance of the rehabilitation work with the locally adopted building (and other applicable) code requirements.
5. Completion of all punch list items and
6. An affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials, or any outstanding Notice to Owner.

If the Applicant homeowner refuses to authorize payment due to a dispute with the Contractor, the PA may recommend disbursement without the Applicant homeowner's approval if the claim is shown to be without merit or inconsistent with the policies and the goals of the program. Such disbursement shall be issued only after the PA and the HRS have reviewed the facts and circumstances involved in the dispute and have determined that the Applicant homeowner's refusal to issue payment is without just cause. If a person or party feels that his/her complaint has not been sufficiently addressed by the HRS or PA, an appeal may be made to the Citizen’s Advisory Task Force (CATF) in accordance with the County’s CDBG Citizen Participation Plan. If a response satisfactory to

the aggrieved is not issued by the Committee, an appeal may be made to the County Commission. The County Commission has the authority to uphold, rescind or reverse a previous CATF determination. An appeal of the local determination/decision made by the County Commission should be filed with FDEO, as set forth in the County's CDBG Citizen Participation Plan. Sufficient documentation to this effect shall be placed in the Applicant's file.

U. Disputes and Contract Termination

Regarding disputes, and as authorized and outlined in the construction contract, the Homeowner and/or the County have/has the right to stop work and terminate the contract in accordance with approved program policy.

The Applicant homeowners shall make themselves available to the Contractor to resolve all and any issues that might facilitate completion. The Homeowner is also requested to notify the HRS and the PA of any complaints to the Contractor so assistance in follow-up can be provided. If the Contractor does not respond to any oral or written complaints within a reasonable time frame and in a satisfactory manner, the HRS will verify the complaint and report it to the PA. If the PA judges the complaint to be valid, he/she will send a written request for service to the Contractor and a copy to the Homeowner. The Contractor will then take action as monitored by the HRS and the PA. Upon receiving notice that the complaint has been satisfied, the HRS will inspect the work and make such note in the case file. Failure to resolve complaints shall be justification for removing a Contractor from participation with the program including but not limited to:

1. Inability or failure to direct the work in a competent and independent manner.
2. Failure to honor warranties.
3. Ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD, E-Verify or FDEO.
4. Other just cause that would expose the local government, the Program or Homeowner to unacceptable risk.
5. At the Contractor's or Homeowner's request with cause.

V. Project Closeout

The project award work plan and timeline should be monitored on an ongoing basis by the HRS and PA to ensure that the program is on schedule and is in compliance with the executed funding agreement between the local government and the funding agency. All project closeout reports and documents must be completed and submitted to the correct funding agency on time and as required.

W. Program Compliance and Monitoring

When preparing for a compliance monitoring visit, the HRS and Program Administrators and staff should review all Applicant and Program files for completeness of documentation. Special attention should be given to ensure that the income eligibility documentation is mathematically accurate and legible. All

files should be orderly and systemically organized. All financial information relevant to each transaction should be easily found, and the files should have copies of invoices and proof of payment. The file should be accessible, and a comfortable space should be provided for a thorough review. Copies of all advertisement and contracts should also be available.

The following data will be provided by each housing unit as part of the administration documentation for each activity providing direct benefit (for example, housing rehabilitation, temporary relocation, hookups, etc.) and summarized by activity and maintained in the program files:

1. Name of approved Applicant and address of each housing unit rehabilitated with CDBG funds and the date the construction was completed on the housing unit, and the amount of CDBG funds expended on that housing unit.
2. Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household and VLI or LMI status of the household.
3. The number of occupants in the household, categorized by gender.
4. The racial demographics of the household by number (white, black, Hispanic, Asian/Pacific Islander, Hasidic Jew or American Indian/Alaskan native).

III. CDBG DRI CATEGORY HOUSING REHABILIATION PROGRAM

The goal for the County CDBG Disaster Recovery Initiative (DRI) Housing Program is to provide down payment assistance, rehabilitate or replace existing owner-occupied housing units located in the County that sustained damage as a result of federally declared natural disaster(s).

A. Housing Rehab or Demo/Replace Activity – Objective

To provide a Deferred Payment Loan (DPL) to VLI and LMI income residents whose homes were damaged by a Federally Declared Disaster. The purpose of the program is to bring the residences that sustained damage during a federally declared disaster up to Section 8 Minimum Property Standards, Florida Residential Building Codes, and the local codes currently in effect in the County, whichever is most stringent for each housing unit need.

B. Housing Rehab or Demo/Replace Activity – Financing

The type of assistance which will be available to eligible residents is known as a Deferred Payment Loan. A brief description of this program is presented below. The DPL is a zero (0) percent interest loan provided by the County. The funding for the loan will come from the County's CDBG DRI Program. The DPL will be secured by a recorded mortgage on the Applicant's property. A DPL will be available for all approved Applicants contingent upon available funding. VLI and LMI Applicants will qualify for a DPL wherein the DPL Amount will be forgiven in

annual increments as described in the CDBG Program Operational Procedures section of this document.

C. Housing Rehab or Demo/Replace Activity – Eligibility

1. Assistance for mobile or manufactured housing will be included in the program but will be restricted to replacement of said structure with a site-built home, unless prohibited by local or state regulations or infeasible due to applicant or site conditions.
2. Applicants' incomes must fall within the HUD Section 8 Income Limit guidelines as published by HUD and/or the State of Florida for the region.
3. Priority will be given to Applicants who sustained damage from a federally declared disaster in the following order:
   a. Participants who responded to the County's advertised request for Applicants whose residences were impacted by the disaster events and who have been qualified and ranked by the County for inclusion in the Disaster Recovery programs, provided the County solicitation for affected Applicants took place after the declared events covered in a federal declaration.
   b. If the current list of Applicants does not obligate all of the available funding, then a new solicitation for impacted residents will be published.
   c. All other Applicant eligibility requirements are described in the CDBG Operational Procedures section of this document.
   d. Priority will be given to Applicants who sustained damage in a Federally Declared Disaster.
   e. No geographic distribution of funding shall be considered, except where specified in the State Sub-recipient Agreement.

4. To select Applicants in both the Rehabilitation and Permanent Relocation Activities, the following steps will be taken:

   a. The County will utilize the list of potential Applicants developed from previous solicitations (SHIP, HHRP, FEMA) when available for the Federally Declared Disaster.
   b. If sufficient clients are not obtained from the previous solicitations, a display ad will be placed in one or more local newspapers of general circulation advising local citizens of the availability of grant funds and establishing a convenient time and place for interested citizens to obtain information and pick up application forms. Applications will be accepted by the County for a minimum thirty (30) calendar days after the notice is placed.
   c. Local organizations which normally work with clientele that may qualify for the program shall be contacted.
   d. Prior Applicants who have applied for but did not receive County CDBG/DRI assistance will be contacted and advised of the funding assistance and requested to submit an Application.

Once a list of potential Applicants is obtained, the HRS shall perform initial inspections on the dwellings to determine which of the following categories they fall into:

D. For conventionally ("site") built structures and modular homes:

1. Rehabilitation for these structures is not to exceed eighty thousand dollars ($80,000.00).
2. If the cost of correcting all existing code violations is estimated to exceed eighty thousand dollars ($80,000.00) or, the unit is deemed structurally unsound and not feasible for rehabilitation, the dwelling will be considered for Demolition Replacement, wherein the Applicant homeowner provides the additional funding needed to complete new construction or where additional funds have been appropriated to the program for the specific purpose of demolition/replacement.

E. Mobile Homes:

1. Assistance for mobile or manufactured housing will be included in the program but will be restricted to replacement of said structure with a site-built home, unless prohibited by local or state regulations or infeasible due to applicant or site conditions.

F. Temporary Relocation:

The CDBG/DRI Housing program provides an allowance for temporary relocation assistance to qualified Applicants who need to relocate while the work is being completed on their primary residence. The County will: 1) assist eligible Applicants with up to $1,000.00 of assistance,

G. Applicant Requirements:

1. Applicants must be income eligible in accordance with HUD LMI income requirements.
2. Applicants must be able to produce clear title in order to receive assistance from the CDBG/DRI program. The County is not providing funds for the entire rehabilitation cost of the home. Other funds or match funds could be utilized.
3. The Applicant must complete a Purchase Assistance Application.
4. Applicants must sign the County's Mortgage and Promissory note. The County's mortgage (typically a second mortgage) is forgiven after 5, 10, 15, or 20 years – depending on the amount of assistance received.
5. Total household income cannot exceed eighty percent (80%) of the Area Median Income (AMI). Please see HUD income guidelines.
6. Applicants must be able to verify and document all income and assets of household members above eighteen (18) years of age residing in the housing unit.
7. Applicants are processed and served on a 'first come, first qualified, first served' basis.

H. Program Benefits:

1. CDBG funds can be used to pay up to $80,000.00 of the Applicants' required rehabilitation to address code violation corrections.
2. Increase housing stock; remove slum and blight conditions, correct code violations.
3. Address health and safety conditions and concerns.
4. Increase County tax base.
5. Increase homeownership.
6. Assistance with the rehabilitation process.

I. Eligible Properties:

1. Single-Family Homes.
2. Townhomes, Condominiums units and Duplexes.
3. Mobile Homes (replacement only): NET $275,000.00.
4. Limitations on maximum CDBG rehab costs - $80,000.00.
5. All properties must have an inspection.
6. All properties must have clear title pursuant to HUD definitions.
7. Properties must be appropriately zoned.
8. Not located in flood zones.
9. Life estates are permitted under this program.
10. Property must be owned and not rented or leased.
11. All properties must be located in the unincorporated limits of the County.

J. CDBG, DRI rehab and demo/replacement activity – financing

The type of financing assistance which will be available to eligible Applicant homeowners is known as a Deferred Payment Loan (DPL). A description of this program is outlined in the CDBG Operational Procedures Section, as well as other places throughout this document. We have provided summary information as follows:

1. *Terms of Assistance:*

A zero (0) percent interest, deferred payment loan secured by a mortgage and note. The loan is forgivable in its entirety at the end of the term. Maximum DPL is $80,000. Additional information is defined under Cost Feasibility and Deferred Payment Loans.

There will be a yearly write-down of the loan after the end of each applicable full year. The write-down will be directly correlated to the amount of the mortgage. The mortgage and note shall provide for pro-rated repayment, which shall be due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the Applicant homeowner during the affordability period.

2. *Down Payment Assistance Activity – Objective*

To provide a Deferred Payment Loan (DPL) to be utilized as down payment assistance for VLI and LMI (up to 80% AMI) Applicants who have been approved to purchase dwelling unit under the County CDBG/DRI program. The purpose of

the program is to provide gap financing to enable very low- and low-income households to purchase affordable standard residential. Priority will be given to a household that lost primary housing residence due to a federally declared disaster or has been unable to obtain decent, safe, standard affordable housing in the area as a result of federally declared disaster.

3. *Down Payment Assistance Activity – Eligibility*

    a. Applicants' income must fall within the HUD Section 8 income limit guidelines as published by HUD and/or the State of Florida for the region.
    b. No member of the governing body, member of the CATF, employee of the County, or relatives of any of these as defined by HUD and Florida Statutes, shall be eligible for program participation unless they are granted a waiver by the Florida Department of Economic Opportunity (FDEO). The prohibition shall continue for one (1) year after an individual's relationship with the County is terminated.
    c. Priority will be given to Applicants who were forced from their homes because of a federally declared disaster event(s) or are being forced to vacate their existing units due to FEMA temporary living unit evacuation requirements.

K. Down Payment Assistance Activity - Construction Process

Once an Applicant has been deemed eligible for the down payment assistance activity, he/she shall close on the loan and proceed with the following steps:

1. The Contractor will apply for and obtain all building permit(s) in the Applicant's name for construction of the residence. Once the building permit is obtained the County will provide the HRS with a copy of the building permit and all subcontractors' permits for the project, a full set of Plans and Specifications for the unit the Applicant is receiving and a recorded "Notice of Commencement" for the dwelling.
2. A Pre-Construction conference will be held between the Applicants, the County and the HRS to review the project in detail.
3. Prior to closing, the County will provide evidence of executed loan agreements with all other agencies that are providing financing for the construction of the dwelling unit.
4. The following documents will be executed simultaneously: An Agreement between the County and the Applicant which allows the County to provide down payment assistance to the Applicant in the form of a zero interest DPL. The DPL will be used to buy down the cost of the primary mortgage and eligible down payment and closing cost. An Agreement executed between the Applicant and the County stating that the Applicant will live in and agree not to sell the relocation property for the duration of the DPL, is required. The DPL process is described in more detail in the Housing Finance section of this document.

L. Down Payment Assistance Activity - Size of Units

Size of units shall be based upon the following criteria concerning the current permanent Applicant of the existing dwelling (per 24CFR:982.401)

1. No more than two (2) person of the same sex may occupy the same bedroom.
2. Two (2) persons of the opposite sex may not occupy the same bedroom (excluding husband and wife and very young children).
3. Only the husband, wife, dependent children (including those who are mentally and/or physically handicapped), and family members sixty-two (62) years of age or older and currently residing in the household will be counted in calculating family size and the minimum number of bedrooms and square footage allowance.

M. Down Payment Assistance Activity - Down Payment Allowances

The approved Applicant of a CDBG/DRI Down Payment Assistance Activity will be eligible for the following Disaster Recovery Initiative Program housing payment assistance maximum amounts, subject to Application review by the HRS and PA, and subject to financial need on a case by case basis to meet down payment needs and keep the primary mortgage reasonable and within current HUD guidelines for maximum monthly rent/mortgage cost for the household income of the Applicant:

Family Size	**Up to 80% AMI**
1	$20,000.00
2	$25,000.00
3	$30,000.00
4	$35,000.00
5	$40,000.00
6	$40,000.00
7	$40,000.00
8	$40,000.00

The HRS and PA will review each Applicant's case and discuss with the primary lender and Applicant the limitations of the program. The HRS will determine the amount of assistance needed for down payment, closing and buy down of the primary note for each Applicant's household size and income range. The HRS will recommend the amount to the PA and County in the best interest of the program. If more funds are needed than allowed to make the Applicant feasible to receive purchase assistance, other housing purchase assistance funds must be obtained to meet HUD mortgage costs limits, or the Applicant will be rejected as infeasible due to income limitations and the inability to keep the primary note within the HUD guidelines (usually no more than thirty percent (30%) of gross income for mortgage, insurance, taxes and other mortgage costs combined, but whatever is current at the time of Application review will be used as a guide).

This Housing Assistance Plan and its Operational Procedures is adopted this **_____ day of _____, 2020**

_____

Ben Scott, County Manager

APPENDIX A — DEFINITIONS

ADA - Americans with Disabilities Act—Provides federal civil rights protection to individuals who are physically or mentally disabled. The ADA prohibits discrimination against the disabled in employment, public services, public accommodations, and telecommunications. Entities that are covered by the ADA must make reasonable accommodation which involves adapting programs, facilities, or workplaces to allow disabled individuals to participate in the program of services. (HUD's Access to Housing for Persons with Disabilities, (202) 708-3287).

Affordability Period - The time period for which rent restrictions or resale restrictions apply to housing that has been assisted by government funding.

Affordable Housing - Housing is considered to be affordable if monthly housing cost does not exceed a certain percentage of a family's monthly income. The acceptable percentage is thirty (30) percent of a family's adjusted gross monthly income.

Annual (Gross) Income - Total income (earned, unearned and asset income) anticipated to be received by all persons who currently reside or intend to reside in a program assisted-unit for the coming twelve (12) month period. When determining whether a household is income eligible, local governments, participating jurisdictions and project owners must use one of the following three (3) definitions of annual income: (1) annual income as defined at 24 CFR section 5.609 (except when determining the income of a homeowner for an owner-occupied rehabilitation project, the value of the homeowner's primary residence may be excluded from the calculation of net family assets); or (2) annual income as reported under the Census long-form for the most recent available decennial Census; or (3) adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual federal annual income tax purposes.

Assets - Cash or non-cash item that can be converted to cash. Under most federally and state funded housing programs, the income from an asset, either actual or imputed, is included in a family's total household income.

Blighted structure: a structure that has substantial deterioration in which conditions are leading to economic distress or endangerment of life, the sub-recipient jurisdiction agrees by ordinance that the structure is blighted, and one or more of the following factors are present:
1. Unsanitary or unsafe conditions.
2. Deterioration of site or other improvement; or
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

CATF: The Citizen's Advisory Task Force which the State's sub-recipient must create in order to provide public participation and comply with citizen participation requirements.

CDBG - Community Development Block Grant - The U.S. Department of Housing and Urban Development (HUD) administers two CDBG programs. Under the CDBG Entitlement Program, HUD provides funds directly to urban counties and metropolitan cities based on a population- based formula. The CDBG Small Cities Program, administered by FDEO, Bureau of Community Development, awards grants on a competitive basis to non-entitlement counties, cities, and towns in Florida.

Closing - The final procedure in a real estate sale, in which property ownership is transferred in exchange for an agreed upon payment.

FDEO – Florida Department of Economic Opportunity –**DEO** fulfills three major roles in developing and implementing policy in the State of Florida which are: housing and community development, emergency management, and resource planning and management. DEO's activities are accomplished through the following: providing technical assistance; planning projects; administering grant programs; reviewing plans, programs and developments; intergovernmental coordination; and, fostering public/private partnerships.

Deed - A legal instrument that transfers property ownership from one party to another.

Deferred Payment Loan - Funds provided to a borrower under terms that calls for repayment to be delayed for a certain length of time, until certain circumstances change, or a certain threshold is met. In housing programs, deferred payment loans are often used as an affordability mechanism. In home ownership programs the loans often become due when the assisted family sells the home. Under rental programs the loans often become due if the affordability requirements are breached. In most housing programs these loans have an interest rate of zero percent; in some communities interest does accrue.

Demographic Data - Information about the characteristics of human populations, including size, income, age, wealth, race, ethnicity, gender, housing conditions, etc.

Eligible Household - An individual, family or group of individuals living together as a unit, determined to be of very low income (30%-50% of AMI), low-income (50%-not to exceed 80% of AMI) for participation in the Small Cities CDBG and DRI programs.

Fair Housing Act - The Fair Housing Act makes it illegal to deny housing, refuse to rent, sell, or negotiate, or offer different terms and considerations because of race, color, religion, sex, national origin, handicap, or familial status. If you suspect violation of the Fair Housing Act or want more information, you may contact the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, 451 7th Street, SW, Washington, D.C. 20410-2000, 1-800-669-9777.

Household - Individual, family, or group of individuals living together in a unit.

HUD - U.S. Department of Housing and Urban Development - The department within the federal government that is mandated by Congress to create conditions for every family to have decent and affordable housing, to ensure equal housing opportunities for all, and to strengthen and enrich the nation's communities. Offices are located at the national and state levels. HUD Locator for general information: (202) 708-1422; Affordable housing information center: (800) 998-9999. The State Coordinators' Office (serves South Florida): Brickell Plaza Federal Building, 909 SE First Avenue, Room 500, Miami, Florida 33131-3028; phone: (305) 536-5678; fax: (305) 536:5765; website: http://www.hud.gov/local/fl/working/miamioffice.cfm. The Jacksonville office (serves North and Central Florida: 401 West Bay Street, Suite 1015, Jacksonville, Florida 32202; (904) 232-2627; fax: (904) 232-3759; web site: fl/working/jksoffice.cfm.

Lien - Recorded claim against a property whereby the property is security for a debt. Under certain circumstances, the holder of the lien is entitled to have the property sold to satisfy the debt. A lien is an encumbrance against the property.

Low-Income Person or Household - A person or household who's annual (gross) income does not exceed eighty percent (80%) of the Area Median Income, as determined by HUD, with adjustments for smaller and larger families.

Median Income - A determination made through statistical methods establishing a middle point for determining income limits. Median is the amount that divides the distribution into two equal groups: one group having income above the median and the other group having income below the median.

Mortgage - A temporary and conditional pledge of property to a creditor as security for the repayment of a debt. The borrower (mortgagor) retains possession and use of the property.

Reconstruction - Rebuilding of a structure, usually on the same foundation as the existing housing which will be demolished.

Rehabilitation - The alteration, improvement or modification of an existing structure.

Section 504 - Section of the Handicapped Accessibility/Architectural Barriers Act that Requires all public buildings to be designed, constructed, or renovated to provide access for physically handicapped persons.

Very Low-Low-Income Person or Household - A person or household who's annual (gross) income does not exceed fifty percent (50%) of the area median income, as determined by HUD, with adjustments for smaller and larger families.

APPENDIX A — RESOURCES

Income Verification Resources:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/calculator/requirements/verifying

Link to HUD and HOME Sample Income Verification and Contract documents:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/library/forms

HUD income limits; (Listed from 2000 to 2013)
http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/income/

Section 3 and W/MBE Resources:

www.hud.gov/section3.-Contains:

Section 3 Statute—12 U.S.C. 1701u
Section 3 Regulation—24 CFR Part 135
Frequently Asked Questions
Section 3 Model Programs
Downloadable Forms

State of Florida W/MBE directory:
https://vendorstrator.dms.myflorida.com/directory

Davis Bacon Resources:

HUD Handbook 1344.1, Federal Labor Standards Compliance in Housing and Community Development Programs

Making Davis-Bacon Work: A Practical Guide for States, Indian Tribes and Local Agencies

A Contractor's Guide to Prevailing Wage Requirements

Fair Housing Link:

www.hud.gov/fairhousing

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

Department: BCC Administration Meeting Dat e: 8/20/2026

1. Nature and purpose of agenda item:

   The Clerk of Courts request the Board confirm the members on the Valus Adjustment Board

2. Recommended Motion/Action:

   Approve appointment of Commissioner Parnell as Chairman, Commissioner Phillips as a member, and _____ as the citizen member to the Value Adjustment Board

3. Fiscal impact on current budget:

   This item has no effect on the current budget.

JAMES M. SWISHER, JR.
Columbia County Clerk Of Courts & Comptroller

August 5th, 2026

Honorable Kevin Parnell, Chair
of the Value Adjustment Board
135 NE Hernando Avenue
Lake City, Florida 32055

Reference: 2026 Value Adjustment Board

Dear Chair Parnell:

As Chairman of the Value Adjustment Board, I am requesting you to please supply the names of two (2) Board member and one (1) citizen member to serve on the Value Adjustment Board for 2026. The citizen member appointed by the board must be a citizen of Columbia County and must own homestead property within the county.

Our Organizational meeting will be on **September 2, 2026 at 10:00 a.m**. in the Board of County Commissioners Conference Room. Please supply the Board member and citizen names as soon as possible.

Thank you in advance for your prompt attention. If you have any questions I can be reached at 386-758-1031.

Sincerely,

Melissa Williams
Deputy Clerk
Columbia County Clerk of Court

cc: Jeff Hampton, Property Appraiser (jeff@ccpafl.com)
David Kraus, County Manager (david_kraus@columbiacountyfla.com)
Jon Moyle, VAB Attorney (jmoyle@moylelaw.com)
Kevin Parnell, Chairman VAB (kparnell@columbiacountyfla.com)

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

Department: Library Meeting Dat e: 8/20/2026

1. Nature and purpose of agenda item:

   Seeking approval of the State Aid to Libraries grant agreement and certification of hours, free library service, and access to materials. This is an annual agreement and will be included in the FY 2026-27 Budget. The State just released the estimated grant amounts for FY2026-27. Columbia County is projected at $445,836, - the same as this year.

2. Recommended Motion/Action:

   Approve State Aid to Libraries Grant Agreement

3. Fiscal impact on current budget:

   This item has no effect on the current budget.

Columbia County Public Library
308 NW Columbia Avenue
Lake City, FL 32055
386-758-1018 * 386-758-2135 Fax

Katrina P. Evans, Library Director

MEMORANDUM

DATE: August 12, 2026

TO: David Kraus, County Manager

FR: Katrina Evans, Library Director

RE: State Aid to Libraries Grant Agreement, 2026-27

I would like to request approval of the 2026-2027 State Aid to Libraries Grant Agreement and the State Aid to Libraries Grant Application Certification of Hours, Free Library Service, and Access to Materials form by the Board of County Commissioners. Both signed documents are required for the Library's annual State Aid to Libraries application and are due no later than Thursday, October 1, 2026.

The certification form requires the signature of the Chair of the Governing Body, and the grant agreement requires approval and original signatures on the left side of the agreement for the Chair of the Governing Body and the Clerk or Chief Financial Officer. No signatures should be added on the right side of the signature page. After the agreement is executed by the Division of Library and Information Services, a signed agreement will be returned to the library.

If you need any further information from me, please let me know. Thank you.

FLORIDA DEPARTMENT OF STATE

DIVISION OF LIBRARY AND INFORMATION SERVICES

STATE AID TO LIBRARIES GRANT APPLICATION

Certification of Hours, Free Library Service and Access to Materials

The **Columbia County Board of County Commissioners**,

(Name of library governing body)

governing body for the **Columbia County Public Library**,

(Name of library)

hereby certifies that the following statements are true for the time period October 1, 2023 through June 30, 2027

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge.
- Provides access to materials, information and services for all residents of the area served.
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system).

Signature

_____ _____

Chair, Library Governing Body Date

Tim Murphy

_____

Name (Typed)

STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Columbia County Board of County Commissioners for and on behalf of Columbia County Public Library

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Columbia County Board of County Commissionersfor and on behalf of Columbia County Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2026-2027 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes.* By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2024 - September 30, 2025.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2024 through June 30, 2027. The Grantee shall:

- Have a single administrative head employed full time by the library's governing body;
- Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provide access to materials, information and services for all residents of the area served; and
- Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task :

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2024 through June 30, 2027. The Grantee will:

- Have expended funds to provide free library service during the period October 1, 2024 - September 30, 2025;
- Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2024 - September 30, 2025 only;
- Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- Provide the Certification of Credentials for the Single Administrative Head; and
- Provide a Certification of Hours, Free Library Service and Access to Materials.

c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2024 to June 30, 2027, unless terminated in accordance with the provisions of Section 30 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2024) and concludes with the end of the State of Florida's current fiscal year (June 30, 2027).

3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2024 – September 30, 2025) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.

4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications regarding this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Grant Programs Supervisor
Florida Department of State
R.A. Gray Building
Mail Station # 9D
500 South Bronough Street
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: GrantsOffice@dos.fl.gov

For the Grantee:

Katrina Evans
Columbia County Public Library
308 NW Columbia Avenue Lake City Florida 32055
Phone: 386.758.1018
Email: kevans@columbiacountyfla.com

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2026-2027 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.

6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization Form (form number DFS-AI-26E, rev 3/2022), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16. The form also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.**

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc., created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

"This project has been funded under the provisions of the State Aid to Libraries Grant program, which is administered by the Florida Department of State's Division of Library and Information Services."

10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in

the Department of Financial Services' Reference Guide for State Expenditures (as of October 2022), incorporated by reference, which are available online at myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes.*

12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of October 2022) myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2, incorporated by reference.

13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Thomas Peña, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, Florida 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least $750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year. Audits must be submitted on the DOS Grants System at dosgrants.com.

15. **Retention of Grant Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the closeout of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.

16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.

17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

18. **Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.

19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds.

b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If the Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

d) The name of the account(s) must include the grant award number.

e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets.

f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

20. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

21. **Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

22. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

23. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or

permitted to be agents, servants, joint venturers or partners of the Division.

24. **Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.

26. **Prohibition of Expenditures to a Library Association.** Expenditure of project funds (grant funds and local match funds) must not be used for an activity related to a library association. This prohibition does not apply to expenditure of project funds related to a library cooperative that receives state moneys under sections 257.40-257.42, Florida Statutes. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.

27. **Total Compensation Paid to Non-Profit Personnel.** Per Section 216.1366, Florida Statutes, all non-profit organizations as defined in Section 215.97(2)(m), Florida Statutes, shall complete and return to the division within 30 days of the execution of this grant agreement the "Total Compensation Paid to Non-Profit Personnel Using State Funds" report, incorporated by reference, which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

a) Allocated to be used during the full term of the agreement for remuneration to any member of the board of directors or an officer of the contractor.

b) Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Non-Profit organization grantees shall complete a Total Compensation Paid to Non-Profit report for each required filer for the invoice period covered by the Payment Request.

The grantee shall post their reports on their website, and the public agency shall make the reports available to the public on the internet.

28. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

29. **Breach of Agreement.** The Division shall demand the return of grant funds already received, shall withhold subsequent payments and/or shall terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

30. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division shall terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee shall be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.

31. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

32. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

33. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

a) Procurement of Goods and Services Not Exceeding $35,000. The Grantee must use the applicable procurement method described below:

1. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not exceed $2,500 do not require competition and may be conducted at the Grantee's discretion.

2. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

b) Procurement of Goods and Services Exceeding $35,000. Goods and services costing over $35,000 must follow all formal

procurement processes as outlined in Section 287.057, *Florida Statutes*.

34. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

35. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.

36. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of January 2023)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

37. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

38. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2024)), incorporated by reference).

39. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

40. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

a) This Agreement
b) Florida Single Audit Act Requirements (Attachment A)
c) Fiscal Year 2026-2027 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:	**Department of State**
By: _____	By: _____
Chair of Governing Body or Chief Executive Officer	
Tim Murphy, Chair Columbia County Board of County Commissioners	Amy L. Johnson, Director Division of Library and Information Services Department of State, State of Florida
_____ Typed name and title	_____
_____ Date	_____ Date
_____ James M. Swisher, Jr. Clerk or Chief Financial Officer Clerk of Court and Comptroller Columbia County, Florida	_____ Witness
_____ Date	_____ Date

ATTACHMENT A

Department of Financial Services
Division of Accounting and Auditing - Bureau of Auditing

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of State to the grantee may be subject to audits and/or monitoring by the Department of State, as described in this attachment to the Grant Award Agreement.

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 Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the grantee is appropriate, the grantee agrees to comply with any additional instructions provided by Department of State staff to the grantee regarding such audit. The grantee 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

Note: This part is applicable if the grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee 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 the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the grantee shall consider all sources of federal awards, including federal resources received from the Department of State. 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 grantee 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 grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A grantee 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 of2 CFR 200, Subpart F - Audit Requirements. If the grantee 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 grantee resources obtained from other than federal entities).

Part II: State Funded

Note: This part is applicable if the grantee is a nonstate entity as defined by section 215.97(2), FS.

1. In the event that the grantee expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such grantee (for fiscal years ending June 30, 2017, and thereafter), the grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 691-5, 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 I to this form lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, 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 I, the grantee 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 grantee 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 grantee 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 grantee's resources obtained from other than state entities).

Part III: 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 grantee directly to the following:

   a. The Department to State via the DOS Grants System at https://dosgrants.com.
   b. 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 0MB website.

2. Copies of financial reporting packages required by Parts I and II of this form shall be submitted by or on behalf of the grantee directly to each of the following:

   a. The Department of State via the DOS Grants System at https://dosgrants.com.
   b. The Auditor General's Office at the following address:
      Auditor General
      Local Government Audits/342

Claude Pepper Building, Room 40 I
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. Any reports, management letters, or other information required to be submitted to the Department of State 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

4. Grantees, when submitting financial reporting packages to the Department of State 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 grantee in correspondence accompanying the reporting package.

Part IV: Record Retention

The grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of years specified below from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request.

Federally funded - through at least June 30, 2034.

State funded - through at least five years after the close-out of the grant and release of the audit.

The grantee shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Not applicable.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Not applicable.

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

See Attachment B.

Matching Resources for Federal Programs:

Not applicable.

Subject to Section 215.97, FLORIDA STATUTES:

Florida Department of State, State Aid to Libraries, CSFA Number: 45.030

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

ATTACHMENT B
Fiscal Year 2026-2027 State Aid to Libraries Final Grants

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

Department: BCC Administration Meeting Dat e: 8/20/2026

1. Nature and purpose of agenda item:

   BA 26-47 Due to the unforeseen circumstances and rule changes presented by FEMA regarding the Category A Force Account Labor and Equipment, Synergy, our Grant Administrator, is having to rework the documentation for reimbursement.

2. Recommended Motion/Action:

   Approve BA 26-47

3. Fiscal impact on current budget:

   This item is not budgeted. The proposed budget amendment to fund this request is provided below. The budget amemdment number is BA 26-47 using fund(s) 001-GENERAL FUND.

Budget Amendment Detail

From	To	Amount
001-8400-584.90-99 RESERVES/CONTINGENCY/RESERVE	001-2701-525.30-49 OPERATING EXPENDITURES/OTHER CHARGES	$100,000.00

WORK ORDER FORM

Pursuant to an Agreement between Columbia County and Synergy Disaster Recovery, LLC

Work Order No: 5 **Dated**: 7/1/2026 **Contract No.**: 2022-T

Project Title / Project Number: Continued Hurricane Helene Recovery Services and Project Management

Project Description: Hurricane Helene caused extensive damages throughout Columbia County, resulting in a Major Disaster Declaration by FEMA. Columbia County will require continued recovery services from Synergy Disaster Recovery in the following areas.

- Provide Federal Grant Assistance including the FEMA Public Assistance Program
- Documentation and Reporting – Provide and gather supporting documentation as requested for FEMA projects and complete documentation required in receiving reimbursement.
- Assist with Project Management and Administrative services as requested throughout the Hurricane Helene Recovery including large project closeout
- Facilitating meetings with FEMA, FDEM, and Columbia County regarding Hurricane Helene projects
- Advising on maintaining federal compliance i.e. procurement of federally compliant contracts for contingency services and supplies
- Other services as requested by Columbia County

Commencement Date: 7/1/2026 Completion Date: 6/30/2027

NOT-TO-EXCEED **$100,000**

Service provider agrees to perform the services identified above and on any attached forms in accordance with the terms and conditions contained herein and in the Services Agreement between the parties.

The attached forms are hereby accepted and incorporated herein by this reference and Notice to Proceed is hereby given.

Acceptance: _____ Date: 7/31/2026

Bethany Duart, CEO/President
Synergy Disaster Recovery

Issued by: _____ Date: 7/31/26

Shayne Morgan
Emergency Management Director
Columbia County

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

Department: BCC Administration Meeting Dat e: 8/20/2026

1. Nature and purpose of agenda item:

   BA 26-48 We received invoices from Dewberry Engineers that were not paid in last fiscal year for the NFMIP wastewater treatment plant. We did not budget any funds in this account for the current year.

2. Recommended Motion/Action:

   Approve BA 26-48

3. Fiscal impact on current budget:

   This item is not budgeted. The proposed budget amendment to fund this request is provided below. The budget amemdment number is BA 26-48 using fund(s) 405-UTILITIES FUND.

Budget Amendment Detail

From	To	Amount
405-8400-584.90-99 RESERVES/CONTINGENCY/RESERVE	405-3501-535.30-31 OPERATING EXPENDITURES/PROFESSIONAL SERVICES	$32,471.00