

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056 - 1529

COLUMBIA COUNTY SCHOOL BOARD ADMINISTRATIVE COMPLEX

372 WEST DUVAL STREET
LAKE CITY, FLORIDA 32055

AGENDA

March 04, 2021

5:30 P.M.

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 Toby Witt)

Pledge to U.S. Flag

Staff or Commissioner Additions or Deletions to Agenda

Approval of Agenda

Presentation of Ministerial Matters Not Requiring Public Comment

Rocky Ford, Commissioner

- (1) Proclamation No. 2021P-03 - Red Cross Month & 140th Anniversary of the American Red Cross (p.1)

Public Hearings

David Kraus, County Manager

- (1) Public Hearing - FFY 2019-2020 Community Development Block Grant - Economic Development - \$1,500,000 (p.4)
- (2) Public Hearing - FFY 2020-2021 Community Development Block Grant - CV Grants (p.5)
- (3) CDBG Fair Housing Workshop (p.6)

Approval of Consent Agenda

Adoption of Consent Agenda

Discussion and Action Items

David Kraus, County Manager

(1) Enterprise Florida Rural Florida Site Preparedness Grant Agreement - \$24,900 (p.17)

(2) Project No. 2021-01 - Bell Road Wetland Mitigation Planting Plans (p.44)

Joel Foreman, County Attorney

(3) Rescission of Prior Board Action: Annexation of County Industrial Park into City of Lake City (p.46)

(4) Termination of Interlocal Agreement Between the City of Lake City and Columbia County for the Construction of a Wastewater Treatment Facility and Collection System (p.53)

Open Public Comments to the Board – 2 Minute Limit

Staff Comments

Commissioner Comments

Adjournment



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: 2/9/2021 Meeting Date: 3/4/2021

Name: John Crews Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink, appearing to read "John Crews", is written over a light blue horizontal line.

1. Nature and purpose of agenda item:

Proclamation No. 2021P-03 - Red Cross Month & 140th Anniversary of the American Red Cross

2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.

Columbia County Board of County Commissioners

PROCLAMATION NO. 2021P-03

RED CROSS MONTH & 140TH ANNIVERSARY OF THE AMERICAN RED CROSS

WHEREAS, the American Red Cross is a humanitarian organization founded in 1881 and originally chartered by Congress as a federal instrumentality in 1900, but receives no federal funding, and

WHEREAS, the American Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors, and

WHEREAS, the American Red Cross responds to more than 70,000 disasters annually, and delivers vital services to members of the Armed Forces, their families, and Veterans at home and overseas, and provides lifesaving health and safety training to more than five million people in 2020, and

WHEREAS, March is recognized as Red Cross Month across the nation and 2021 marks the 140th anniversary of the American Red Cross and the 104th anniversary of Capital Area Chapter established here in Big Bend Area in May 1917, and

WHEREAS, the American Red Cross has repeatedly answered the call to respond to emergencies in the Big Bend Area beginning with the Yellow Fever epidemic of 1888, including support to American troops during the Spanish America War and the Spanish Flu Pandemic in 1918, and

WHEREAS, the Capital Area Chapter of the American Red Cross provides its humanitarian services across twelve counties in Big Bend Area and is a part of the Red Cross North Florida Region stretching from the First Coast across the entire breadth of the Florida Panhandle, and

WHEREAS, the North Florida Region and Capital Area Chapter of the American Red Cross in 2020 has helped more than 1,500 families affected by home fires or other disasters, including 76 residents of Columbia County, Florida, and

WHEREAS, the North Florida Red Cross Region provided 23,000 vital services to military members, veterans, and families, and deployed more than 500 of its 1,600 volunteers in response to hurricanes and other disasters in Florida and nationally, and

WHEREAS, the American Red Cross and its Capital Area Chapter have delivered these vital services without interruption and with scrupulous attention to client and volunteer safety throughout the COVID-19 epidemic, and

WHEREAS, American Red Cross disaster aid is free, and 90 cents of every dollar donated goes directly to mission service delivery, and

NOW, THEREFORE, BE IT PROCLAIMED, by the Columbia County Board of County Commissioners that we recognize March 2021 is National Red Cross Month, the 140th anniversary of the American Red Cross, and the 104th Anniversary of the Capital Area Chapter of the American Red Cross and commend the volunteers and paid staff of the North Florida Region for their continuing humanitarian service to Columbia County and to the State of Florida.

ATTEST:

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

James, M. Swisher, Jr., Clerk of Courts

By: _____
Rocky D. Ford, Chairman

(SEAL)



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 2/25/2021 Meeting Date: 3/4/2021

Name: David Kraus Department: Economic Development

Division Manager's Signature:

A handwritten signature in blue ink, appearing to read "DK", is written over a light blue horizontal line.

1. Nature and purpose of agenda item:

This is the first Public Hearing for the Community Development Block Grant for an economic development project for \$1,500,000. Because the County has an open CDBG Housing Rehabilitation Application, the County may only apply for the Economic Development category. 51% for the funds must be spent on projects that benefit low/moderate individuals through job creation. The hearing is to seek citizen comments on the need for the grant.

2. Recommended Motion/Action:

Motion to approve a CDBG-ED Grant application for \$1,500,000

3. Fiscal impact on current budget.

This item has no effect on the current budget.



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Today's Date: 2/25/2021 Meeting Date: 3/4/2021

Name: David Kraus Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink, appearing to read "DK", is written over a light blue horizontal line.

1. Nature and purpose of agenda item:

This is the first Public Hearing for the Community Development Block Grant - CV Grants. Pre-Applications are due March 15, 2021. This is a public hearing to receive citizen comments regarding COVID related needs. CV grants are for costs associated with prepare for, prevent or respond to Covid-19 pandemic. The project must meet one of the CDBG National Objectives and 70% of funds must be used for low/moderate income national objective.

2. Recommended Motion/Action:

Approve County to prepare a CDBG - CV pre-application

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

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Today's Date: 2/26/2021 Meeting Date: 3/4/2021

Name: David Kraus Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "DK", is written over a light blue circular stamp.

1. Nature and purpose of agenda item:

As part of the Community Development Block Grant program, Columbia County offers Fair Housing Workshops. This is also a requirement of the CDBG-CV pre-application process

2. Recommended Motion/Action:

No action necessary.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

Fair Housing Workshop

Brought to you by
Columbia County
and
Guardian Community Resource Management, Inc.



Community Development Block Grant
March 4, 2021





FAIR HOUSING ACT

- The Fair Housing Act (Title VIII Civil Rights 1968) was established to protect people from discrimination when purchasing or renting a property as a residence.
- -Fair Housing Ordinance
- -Florida Chapter 760 FS
- -CDBG Award Agreement

FAIR HOUSING ACT



- **IT IS ILLEGAL TO DISCRIMINATE BASED ON THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS WHEN RENTING, SELLING OR FINANCING A HOME OR PROPERTY**
- **YOU HAVE RIGHTS!!** IF YOU FEEL YOU HAVE BEEN DISCRIMINATED AGAINST WHEN BUYING OR RENTING A HOME, AT THE END OF THIS PRESENTATION WE WILL PROVIDE YOU WITH A CONTACT WHO CAN HELP YOU FOLLOW UP ON YOUR SITUATION.

FAIR HOUSING ACT



WHO IS NOT PROTECTED

DISCRIMINATION BASED ON THE FOLLOWING FACTORS ARE NOT COVERED BY THE FAIR HOUSING ACT

- MARTIAL STATUS
- SEXUAL ORIENTATION
- SOURCE OF INCOME
- CRIMINAL HISTORY, INCLUDING SEXUAL OFFENDERS,
- AND JUVENILE OFFENDERS
- NON-RECOVERING USERS OF ILLEGAL SUBSTANCES
- AGE

FAIR HOUSING ACT



EXCLUDES

- AN OWNER-OCCUPIED BUILDING WITH UP TO FOUR UNITS
- A HOME SOLD OR RENTED BY THE OWNER AS LONG AS HE OR SHE DOES NOT OWN MORE THAN THREE HOMES OR USE A REAL ESTATE AGENT OR HAS NOT SOLD A HOME IN THE LAST 24 MONTHS.
- A HOUSING DEVELOPMENT OPERATED BY AN ORGANIZATION OR CLUB.
- A QUALIFIED HOUSING DEVELOPMENT FOR 55+ ADULTS

FAIR HOUSING ACT



EXAMPLES OF DISCRIMINATION

- REFUSE TO RENT OR SELL A HOME TO A PERSON WHO FALLS INTO ONE (OR MORE) OF THE PROTECTED CLASSES AND BEING IN THOSE CLASSES IS THE BASIS FOR THE REFUSAL;
- TELL YOU HOUSING IS UNAVAILABLE WHEN IN FACT IT IS AVAILABLE;
- DENY A PERSON WITH CHILDREN UNDER THE AGE OF 18 A SPECIFIC UNIT IN AN APARTMENT BUILDING FOR WHICH HE OR SHE HAS OTHERWISE QUALIFIED;
- DISCRIMINATE AGAINST RESIDENTS BECAUSE OF THE DISABILITY ASSOCIATED WITH THEM. (“ASSOCIATED” MEANS CHILDREN, PARENTS, FRIENDS, SPOUSES, ROOMMATES, PATIENTS, ETC.).

FAIR HOUSING ACT



EXAMPLES OF DISCRIMINATION

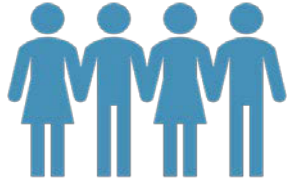
- ADVERTISE HOUSING TO PREFERRED GROUPS OF PEOPLE ONLY;
- THREATEN, COERCE, INTIMIDATE, OR INTERFERE WITH SOMEONE WHO IS ADVOCATING FOR HIS OR HER FAIR HOUSING RIGHTS;
- IMPOSE DIFFERENT TERMS OR CONDITIONS ON A MORTGAGE LOAN;
- MAKE ASSUMPTIONS ABOUT YOUR ABILITY TO PAY BASED ONLY ON YOUR RACE OR NATIONAL ORIGIN; NOTE: A BANK DOES NOT HAVE TO LOAN YOU MONEY IF YOU CANNOT SHOW THAT YOU CAN REPAY THAT LOAN;
- ASK A PERSON WITH A DISABILITY TO PROVE HE/SHE CAN LIVE INDEPENDENTLY.

FAIR HOUSING ACT



EXAMPLES OF DISCRIMINATION

- SHOW YOU APARTMENTS OR HOMES IN CERTAIN NEIGHBORHOODS ONLY;
- ASK YOU ABOUT A DISABILITY UNLESS YOU ARE REQUESTING AN ACCOMMODATION OR APPLYING FOR HOUSING THAT GIVES PRIORITY TO PERSONS WITH DISABILITIES;
- ASK YOU TO PROVIDE MORE DOCUMENTATION THAN IS NECESSARY TO PROVE YOUR DISABILITY AND ITS CONNECTION TO YOUR REQUESTED REASONABLE ACCOMMODATION;
- REFUSE A REASONABLE ACCOMMODATION UNLESS IT IS NOT RELATED TO THE PERSON'S DISABILITY OR IT WOULD FUNDAMENTALLY ALTER THE NATURE OF THE PROVIDER'S OPERATIONS OR WOULD IMPOSE AN UNDUE FINANCIAL AND ADMINISTRATIVE BURDEN.



Florida Council on Human Relations:

<http://fchr.state.fl.us/>

<https://fchr.myflorida.com/fair-housing/>

U.S. Department of Housing and Urban Development

451 Seventh St SW

Washington, DC 20410-2000

https://www.hud.gov/program_offices/fair_housing_equal_opp

https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint

**You can call 800-440-8091 (Florida, Atlanta Regional Office) or
202-708-1455 (TTY)**

FAIR HOUSING ACT FILING A COMPLAINT

FAIR HOUSING ACT

QUESTIONS?



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 2/24/2021 Meeting Date: 3/4/2021

Name: Glenn Hunter Department: Economic Development

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "Glenn Hunter", is written over a light blue circular stamp.

1. Nature and purpose of agenda item:

Columbia County Economic Development has been awarded \$24,900.00 from Enterprise Florida, INC (EFI) to conduct site specific planning and pre-development activities such as master planning, environmental surveys and conceptual design work within the Bell Rd Distribution Corridor. This funding will assist the continuing development within that corridor, allowing Economic Development to attract new industry to Columbia County.

2. Recommended Motion/Action:

Approve the award agreement from EFI

3. Fiscal impact on current budget.

This item has no effect on the current budget.

ENTERPRISE FLORIDA
RURAL FLORIDA SITE PREPAREDNESS GRANT AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into as of this 5th day of February 2021, by and between **ENTERPRISE FLORIDA, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "EFI") and **COLUMBIA COUNTY ECONOMIC DEVELOPMENT DEPARTMENT** (hereinafter referred to as "Grantee" and jointly referred to as "the Parties").

RECITALS

WHEREAS, EFI the economic development organization for the State of Florida has been charged with assisting, promoting, and enhancing economic opportunities in Florida's rural communities; and

WHEREAS, EFI has created the Rural Grant Program to assist Florida's rural communities with the development and enhancement of sites to make them build ready and competitive for site selection project.; and

WHEREAS, the Grantee's rural program (hereinafter "Program") has been selected for a grant award because it has been determined to meet the grant requirements, further the mission of EFI, and to be mutually beneficial to the Parties and the State of Florida; and

WHEREAS, the Parties hereto desire to enter into this Agreement whereby EFI will provide a grant of funds for the program;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Agreement begins on July 1, 2020 and ends on June 30, 2022. EFI is not obligated to pay for costs incurred by Grantee related to this Agreement prior to its beginning date or after its ending date.

2. Award Funds. This Agreement shall not exceed **TWENTY FOUR THOUSAND NINE HUNDRED DOLLARS (\$24,900.00)**, which shall be paid by EFI in consideration for Grantee's provision of services as set forth by the terms and conditions of this Agreement and the Scope of Work attached hereto as "Exhibit B" and fully incorporated herein. EFI's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Grantee agrees as follows:

- a) The Funds shall be expended solely for reimbursement of expenses related to the Program as approved by EFI and the provisions within the Grant Reimbursement Process attached hereto as "Exhibit C" and fully incorporated herein ("Allowable Expenses"). Grantee may invoice periodically throughout the term as appropriate, and funds will be provided upon approval by EFI.

- b) Invoices are required to outline funds expended with receipts for all expenses attached as an Exhibit 1. If possible, proof of work completed shall be attached as an Exhibit 2. EFI may require Grantee to provide further information or documentation to substantiate any invoice submitted. All invoices are subject to approval by EFI for accuracy and completeness. EFI may not unreasonably withhold approval.
- c) Grant recipient shall be reimbursed for allowable project costs resulting from obligations incurred during the Agreement period subject to EFI's approval. Activities for which state funds may NOT be spent include the following (this also applies to any subcontractors or consultants that are paid with Grant funds):
 - 1. Staff salaries.
 - 2. Purchase of equipment, furniture, or fixtures.
 - 3. Receptions, gifts, gift cards, awards, trophies, or membership dues.
 - 4. Lobbying any branch of state government.
 - 5. Administration of the project in excess of 10 percent of the Grant award.
 - 6. Project costs incurred related to the Agreement prior to its beginning date or after its ending date.
 - 7. Travel expenses not made pursuant to Section 112.061, Florida Statutes.**
 - 8. Business entertainment expenses, including meals or activity fees.
 - 9. Participation in trade shows, air shows, consultant events, and congressional delegations for more than three (3) key staff members and/or officers of the prospective Grantee per activity.
 - 10. Participation in activities or events that are not located in the Continental United States(CONUS).

3. Scope of Work. The Scope of Work is included in Exhibit B and is hereby incorporated into this Agreement.

4. Time is of the Essence. Time is of the essence in performing obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A, Scope of Work.

5. Final Report and Disbursement of Funds. The Grantee shall submit a Final Project Report by **July 15, 2022**. Final disbursement shall be made only after EFI has approved the Final Project Report which shall include the following information:

- a. Certification that the Project, including all of the Activities, has been completed in compliance with the terms and conditions of this Agreement;
- b. Certification that the Project meets state and local construction standards, as applicable;
- c. The total amount of Funds received from EFI pursuant to this Agreement;
- d. The total amount of funding received from other sources in relation to this Project;
- e. The total amount of Project expenditures;
- f. Explanation of any material changes in circumstances that may affect the outcome potential of the Project;

6. All Funds Conditional. If Grantee fails to: (i) submit the Final report accurately and prior to the deadline: (ii) submit the required Exhibits; (iii) expend program funds in a way that is consistent with the approved

program; or (iv) perform any other obligation required under this Agreement, EFI shall (a) have no obligation to pay to Grantee Funds or any portion thereof; and (b) have the right, in its sole discretion, to immediately terminate this Agreement. This right of termination shall be in addition to any other right of termination under this Agreement.

7. Assignments and Subcontracts.

- a. Grantee shall not assign the responsibility for this Agreement to another party.
- b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Grantee subcontracts all or part of the work contemplated under this Agreement, such arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. EFI shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will indemnify and defend EFI against any such claims.
- c. Grantee shall make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from EFI in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor.
- d. EFI shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in EFI's judgment, are insufficient.

8. MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES.

- a. Grantee is encouraged to use Florida's minority and service-disabled veteran businesses as subcontractors or sub-vendors under this Agreement. The directory of Certified Vendor Directory can be accessed from the website of the Department of Management Services, Office of Supplier Diversity located at:

http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd

- b. Grantee shall report on a quarterly basis its expenditures with minority and service-disabled veteran businesses. The report shall contain the names and addresses of the minority and service-disabled veteran businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority and service-disabled veteran businesses, Grantee shall submit a statement to this effect.

9. Accounting Records. Grantee shall maintain accounting records that reflect the total Funds received by Grantee under this Agreement and the total expenditure of such Funds. Such records shall be kept in compliance with Section 215.97, Florida Statutes (the Florida Single Audit Act) and within the guidelines of generally accepted accounting principles, procedures and practices for a period of no less than seven (7) years following the termination or expiration of this Agreement. Grantee acknowledges that receipt of more than

five-hundred thousand (\$500,000) in state funds are subject to the Florida Single Audit Act under the Catalog of State Financial Assistance (CSFA) No. 40.003 Enterprise Florida Inc.

10. Program Application. Grantee represents and warrants that the information set forth in the application submitted to EFI in connection with the Program, is true, correct and complete in all material aspects.

11. Independent Entity. Grantee is acting as an independent grant recipient and not as EFI's agent or employee in the performance of this Agreement. Grantee acknowledges that EFI is not responsible for withholding and filing federal or state taxes or other withholdings on behalf of the Grantee. Grantee further acknowledges that neither the Grantee nor the employees of Grantee will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.

12. Indemnification. Grantee shall indemnify, defend and hold harmless EFI and the State of Florida from any and all claims, suits, judgments or damages arising from the Proposal and Grantee's obligations under this Agreement to the extent allowed by law.

13. No Pledge of Credit. Grantee has no authority to and shall not pledge credit of EFI of the State of Florida, or purport to make EFI or the State of Florida a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

14. Failure of Satisfactory Performance. EFI's reimbursement obligation to Grantee is contingent upon EFI's receipt when due and approval of all documents and reports required under this Agreement. Grantee's satisfactory completion of the Grantee's Application and the satisfactory performance of Grantee's obligations under this Agreement, as determined by EFI in its reasonable discretion. Should Grantee fail to satisfactory perform its obligations under this Agreement, in addition to any other remedies contained herein or available to EFI by law or in equity, EFI may terminate this Agreement, demand that Grantee return part or all of the Funds, or both, following Grantee's breach of any term herein or failure to provide satisfactory performance hereunder, as determined by EFI, without warning or notice.

15. Notices. All notices between the parties provided for herein shall be by either confirmed facsimile transmission, electronic mail, e-mail, or certified mail, return receipt requested, delivered to the following address of each party:

EFI: Enterprise Florida, Inc.
Michelle Boylan, Director, Contracts, Grants & Compliance
800 N. Magnolia Ave. Ste. 1100
Orlando, FL 32803
PHONE: 407-956-5636
mboylan@eflorida.com

Grantee: Columbia County, Economic Development Department
Glenn Hunter, Executive Director
971 W. Duval Street, Suite 145
Lake City, FL 32055
PHONE: 386-288-6983
EMAIL: ghunter@columbiacountyfla.com

The address of either party provided above may be changed by such party upon reasonable notice to the other party given in the manner specified in this Paragraph.

16. Waiver. No failure or delay on the part of EFI in exercising any power or right under this Agreement and no course of dealing or course of performance between EFI and Grantee shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No notice to or demand of Grantee in any case shall entitle it to any notice or demand in similar or other circumstances.

17. Promotional Materials. Advertisements, signs, and other promotional materials funded by this Agreement shall include reference and credit to EFI after review and approval by EFI. Grantee shall not publicly promote or reference its relationship with EFI, or DEO as provided for in this Agreement whether through media releases, press statements, publication on its website or social media accounts, or in any other public format whatsoever, without the express written prior approval of EFI.

18. Modification. This Agreement may be modified only upon the written and mutual consent of the Parties hereto.

19. Termination. This Agreement may be terminated without cause by the Grantee with 30 days' notice in writing to the Agreement Manager. This Agreement may be terminated by EFI at any time, with or without cause, in a written notice provided by EFI to Grantee. In the event the Agreement is terminated prior to the expiration of the term without cause, EFI shall pay the Grantee for work completed and any obligations and expense incurred by the Grantee that could not reasonably be canceled.

20. Coordination. When reasonable, the Grantee shall coordinate with other Florida economic development organizations and avoid duplication of existing state and local services and activities provided in Florida.

21. Complete Agreement. This Agreement with all exhibits hereto, constitutes the entire agreement between the Parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter. Neither Party shall be bound by any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement.

22. Authorization. The officer or other person who has executed this Agreement below on behalf of a party hereto covenants that he or she is legally authorized to execute and deliver on this Agreement on behalf of such party and such other party may rely on this authorization without inquiry.

23. Counterparts. This Agreement may be executed in counterparts and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, facsimile signatures shall be of the same force and effect as original signatures.

24. EFI Standard Terms & Agreements. EFI's Standard Contract Terms & Agreements, attached hereto as "Exhibit A", are fully incorporated herein and are binding upon the Parties.

25. Contract Requirements Pursuant to Section 288.904(6), Florida Statutes.

- The purpose of the grant is found in: paragraph 3 of this Agreement.

- The specific performance standards and responsibilities for the parties is found in: paragraph 3 of this Agreement.
- A detailed project budget is found in: Exhibit B of this Agreement.
- The value of the services provided under the grant is found in: Paragraph 2.
- The projected travel and entertainment expenses for EFI employees and board members under the grant is: \$0.00.

Intentionally Left Blank

IN WITNESS WHEREOF, The Parties have caused this Agreement to be duly executed as of the last day and year written below.

COLUMBIA COUNTY ECONOMIC
DEVELOPMENT DEPARTMENT

ENTERPRISE FLORIDA, INC.
(EFI)

Glenn Hunter
Executive Director

Jamal Sowell
President & CEO

Or – Designee: **Robert Schlotman, COO**

Date

Date

EXHIBIT A

Enterprise Florida Standard Contract Terms & Agreements 2020-2021

1. This Agreement may not be assigned. This Agreement shall bind the heirs, successors, and permitted assigns of the parties. Upon being provided written notice from EFI, Grantee shall not object to any of EFI's assignment, or transfer of its rights, duties, or obligations under this Agreement to a governmental agency in the State of Florida.

2. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by Grantee from any and all claims, demands, and courses of action whatsoever which Grantee may have against EFI.

3. Grantee shall abide by all federal, state, and local laws, including but not limited to, the requirements of section 215.971, Florida Statutes, if Grantee is a subrecipient of state financial assistance as defined in section 215.97, Florida Statutes.

4. Grantee shall (i) comply with all relevant federal, state and local laws designed to prevent discrimination so that Grantee does not discriminate against any person who performs work hereunder because of age, race, religion, color, sex, physical handicap, marital status, national origin, or ancestry unrelated to such person's ability to engage in this work; (ii) include in all solicitations or advertisements for employees the phrase "Equal Opportunity Employer"; (iii) if applicable, comply with any and all federal, state or local reporting requirements; and (iv) be declared in default of this Agreement if it fails to comply with any such reporting requirements of (iii) above or if Grantee is found guilty of any violation of any of the foregoing laws.

5. Grantee shall comply with all necessary laws and Governor Ron DeSantis' Executive Order 19-11 readopting Executive Order 17-319 preventing sexual harassment in state agencies. Grantee shall ensure a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

6. To the extent required by section 287.134(3)(a), Florida Statutes, and EFI's contract with the Florida Department of Economic Opportunity (DEO), Grantee acknowledges notice of the requirements of section 287.134(2)(a), Florida Statutes, relating to the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, grantee, supplier, sub-grantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity. Grantee affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Grantee or its affiliates been placed on the Discriminatory Vendor List.

7. To the extent required by Florida Statutes 287.133(3)(a), and EFI's contract with DEO, Grantee affirms that it is aware of the provisions of section 287.133(2)(a), Florida Statutes. Grantee affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement in accordance with section 287.133(4), Florida Statutes. Grantee shall disclose to EFI if any of its affiliates, as defined in section 287.133(1)(a), Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from performing under this Agreement for a period of 36 months from the date of being placed on the convicted vendor list.

8. Grantee shall retain and maintain all records and make such records available for an audit as may be requested. Such records shall be retained by Grantee for a minimum period of seven (7) years after termination of this Agreement. The records

shall be subject at all times to inspection, review, or audit by State personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, DEO, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request.

9. Pursuant to its contract with DEO, EFI's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and DEO's funding obligations to EFI. This Agreement shall automatically terminate upon the discontinuance or reduction of legislatively appropriated funds that may be used and are sufficient to support this Agreement, in addition to all of EFI's other duties and responsibilities, in which case EFI is not obligated to provide any warning, notice or compensation in lieu of notice. The determination whether such funds are available shall be made by EFI at its sole discretion.

10. Pursuant to its contract with DEO, EFI requires Grantee, by executing this Agreement, to certify that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), F.S., EFI may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification as to the above or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If EFI determines that Grantee has submitted a false certification, EFI will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that EFI's determination of false certification was made in error, EFI shall bring a civil action against Grantee. If EFI's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of EFI's determination of false certification by Grantee. In the event that federal law ceases to authorize the States to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

11. EFI does not endorse any contractor, commodity, or service, and this Agreement or the end product may not be used to imply any such endorsement.

12. The terms and provisions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter. No change or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto.

13. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Orange County, Florida, applying Florida Law.

14. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions. All questions with respect to this Agreement and the rights and liabilities of the parties, are governed by the laws of the State of Florida.

15. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as deemed just and proper.

16. Grantee shall not use any funds paid pursuant to this Agreement for lobbying the Florida Legislature, the Florida judicial branch, or any State agency.

17. Pursuant to its contract with DEO, EFI requires Grantee to report on the use of minority and service-disabled veteran business enterprises. This report will be in a form provided by EFI and must be submitted with the final payment request.

18. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Grantee shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Grantee shall notify EFI.

19. ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS:

a. Grantee shall keep and maintain public records required by EFI to perform Grantee's responsibilities hereunder.

b. Grantee shall, upon request from EFI's custodian of public records, provide EFI with a copy of the requested records or allow the records to be inspected or copied by the public records requestor within a reasonable time per the cost structure provided in chapter 119, F.S., or as otherwise provided by law.

c. Grantee shall ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the public agency.

d. Upon completion of the contract, Grantee shall transfer, at no cost to EFI, all public records in possession of Grantee or keep and maintain public records required by EFI to perform the service. If Grantee transfers all public records to the public agency upon completion of the contract, Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to EFI, upon request from the EFI's custodian of public records, in a format that is compatible with the information technology systems of EFI.

e. Pursuant to section 288.901(1)(b), Florida Statutes, Grantee acknowledges that the Legislature has determined it is in the public interest and reflects the state's public policy that EFI operate in the most open and accessible manner consistent with its public purposes. To this end, EFI and its divisions, boards, and advisory councils, or similar entities created or managed by EFI, are subject to the provisions of chapter 119 relating to public records and those provisions of chapter 286 relating to public meetings and records.

f. If EFI does not possess a record requested through a public records request and the record is one that is in Grantee's possession, EFI shall immediately notify Grantee of the request, and Grantee must provide the records to EFI or allow the records to be inspected or copied within a reasonable time.

g. **If Grantee provides records to EFI that contain "proprietary confidential business information" as defined in section 288.075, Florida Statutes, or "trade secrets" as defined in section 688.002, Florida Statutes, such information should be clearly marked as such and a redacted version of such record should also be provided to EFI.** In the event that EFI asserts such exemption in response to a public records request based on Grantee's assertion, Grantee agrees to indemnify EFI, with EFI's choice of legal counsel, in any challenge to such assertion.

h. Grantee acknowledges that EFI may unilaterally cancel this Agreement if Grantee refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with the Agreement, unless the records are exempt from section 24(a) of Art. I of the Florida Constitution and section 119.07(1), Florida Statutes. If Grantee fails to provide public records to EFI within a reasonable time it may be subject to penalties under section 119.10, Florida Statutes.

i. In the event of a conflict between any provision within this Agreement and the provisions of Florida's public records and sunshine laws contained within Article I, Section 24 of the Florida Constitution, Chapter 119, Florida Statutes, section 286.011, Florida Statutes, and including all applicable exemptions therefrom, the provisions of Florida law shall prevail. Further, EFI shall not be liable to Grantee for any disclosures that EFI deems required under Florida law, and the necessity of such disclosure shall be at EFI's sole discretion determined in conjunction with its legal counsel.

IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN

OF PUBLIC RECORDS by phone at: 850-298-6620, by email at: bmimbs@enterpriseflorida.com, or by mail at: Enterprise Florida, Inc., Public Records Coordinator, 101 North Monroe Street, Suite 1000, Tallahassee, Florida 32301.

EXHIBIT B - Scope of Work

[Rural Florida Site Preparedness](#)

Response ID: [187783345](#)

Submitted Date: 12/13/2020 01:26:13 PM (GMT-5)

Completion Time: 55 min. 22 sec.



Rural Florida Site Preparedness Grant Program

Application Materials and Submission Instructions

Application must be completed in its entirety prior to submission. Partially completed applications will not be accepted or considered. All supporting documentation must be included and uploaded with the application.

Questions on the application process may be submitted to: mboylan@enterprise florida.com

Deadline for applications is December 15, 2020

- Read and review the Site Criteria in full before completing an application.
- Read and review the application in full before completing an application.
- Community must have rural designation from the Florida Department of Economic Opportunity at the time of application.
- The Site Preparedness application consists of an application form, a certification form, and optional attachments. To be considered for a grant, all items must be submitted in a single submission. Failure to provide the required information could result in a delay in the review of, or rejection of, an application.
- Letter(s) of Support are optional **but recommended**. Applications that include letters of support from representatives of properties, the county, city or town in which the project is located, or similar will be given special consideration.

- Enterprise Florida reserves the right to require the submission of additional information in connection with any application or to require the revision of an application.
- Applicants approved will be required to enter a grant agreement with Enterprise Florida in order to receive the funding. EFI may request additional information while negotiating the agreement.

ORGANIZATIONAL INFORMATION

All applicants must meet eligibility requirements for the grant program.

Does your organization serve as the economic development organization for a Rural community or county?

Yes

Which of the following statements is true of the county or community your organization represents?

A county with a population of 75,000 or fewer

Are you a Non-for-Profit Company?

No

CONTACT INFORMATION

Full Legal Organization Name

Columbia County Sports Commission

Street Address

971 W. Duval Street, Suite 145

City

Lake City

County
Columbia

State
FL

Zip
32055

FEIN# Organization Website
59-6000564 **www.columbiacountyfla.com**

Organization President Executive Director/CEO

First Name
Glenn

Last Name
Hunter

Title
Executive Director

Phone
(386) 288-6983

Email
ghunter@columbiacountyfla.com

Grant Manager

First Name
Jennifer L.

Last Name
Goff

Title
Office Manager

Phone
(386) 758-1033

Email
jgoff@columbiacountyfla.com

PROJECT INFORMATION

Grant Purpose

Site specific planning and pre-development activities including property surveys, master planning, engineering surveys, or environmental studies

Project or Site
Address:

XXXX Bell Road

Plot/Land Numbers: (if applicable)

18-3S-17-05053-000; 18-3S-17-05048-003

Size of the parcel/building (if applicable)

256 acres

The maximum amount available for funding is \$25,000.00

Grant Amount Requested:

24900

Is this a matching funds request?

Yes

Are there additional or other funds dedicated to support this project?

Yes

If answered "yes" to either question above, please describe the purpose of the matching funds or additional/other funds invested in this project:

The North Florida Economic Development Partnership will provide the 10% match from corporate funds.

Anticipated Project Timeline:

Start Date End Date

01/22/2021 04/02/2021

Project Description: Provide a description of the initiative, project or development this grant will support. If this grant will fund a portion of a larger initiative, project or development, please describe (1) the larger initiative (2) progress made to-date and (3) how this grant will contribute to the larger initiative:

Columbia County proposes to have a professional consultant perform technical inspections and evaluations of a property selected by Columbia County which is deemed highly suitable for industrial and/or commercial development and create specific data products that will fortify site readiness of the parcel. The owner of the property has made a commitment to make the site available for purchase for the purpose of economic development. The property has already been zoned correctly for commercial/industrial development. Grant-funded project tasks will have the following objectives: • Establish the competitive claims of the site with objective, a-political facts established through various methods of data collection, desktop and field observations, and recommendations by a qualified professional consultant •

Develop factual data to enhance the knowledge of this 256-acre parcel on the Bell Road Corridor which is in a prime location within 2 miles of I-10, 5 miles of I-75 and has a Class I railroad with ¼ miles. • Provide higher site visibility in the marketplace to attract quality job-producing projects • Ensure communities have enhanced competitive real estate assets required for strong Request For Information (RFI) responses and project consideration • Determine highest and best project land use intensity (e.g., heavy industrial, light industrial, agribusiness, distribution/freight logistics, etc.) of this 256-acre site and align with viable county industry targets for high confidence matching of sites to RFIs • Produce technical marketing products to demonstrate site viability and readiness for development and visualize potential site use The intended project will leverage the work conducted to date through the Strategic Sites Inventory (SSI) Program to ensure higher ROI confidence by elevating sites that have been pre-qualified as highly suitable economic development real estate assets.

Statement of Need: Provide a description of why the grant is needed (example: How this investment will assist with bringing the site to shovel-ready or how this funding will support proposed municipal process improvement)

Columbia County has identified what is believed to be a highly competitive industrial and commercial site based on extensive knowledge of the county manager's and economic development staff's extensive knowledge of property ownership, and history of land use and availability. In order to realize the full potential of the 256-acre SSI site funding is sought to meet the following needs: • SSI Phase II: Preliminary Due Diligence • Site Profile • Site Visit/Drone Video Capture • Site Promotional Video • Site Map Book • Drive-Time Labor Profile • Desktop Wetlands Assessment SSI Phase I sites have demonstrated potential as strategic real estate assets for economic development. There is a need to assist our community with advancing the SSI Phase I sites to market through landowner engagement (which this site has) and development positing. The needs stated will assist with quantifying site readiness and provide both justification for advancement to market for development with compelling marketing information that is defended by fact-based documentation and products that tell the story of site value.

Work Plan and Approach: Provide a description of the proposed work plan and approach. This response can include the steps that will be taken, deliverable expected, and, if applicable, a description of the in-kind or matching resources and/or funds that will be dedicated to the support project. Please also describe the steps that would occur following this grant in order to make the larger initiative successful.

Work Plan and Approach A phased approach to project planning and execution will be applied to ensure successful implementation and achievement of funding-enabled objectives and activities. Proposed work description: See Project Activities attachment Approach: 1. Clearly define individual project objectives for each site including deliverables and intended use of deliverables for site readiness 2. Solicit, vet, and select consultant(s) to perform project tasks 3. Execute project tasks in progressive order as findings may dictate performance of each subsequent project task (e.g., conduct Phase II ESA first in order to ensure no apparent environmental concerns/conditions exist that would suspend further site work) 4. Communicate site project findings and product development progress to local stakeholders, EFI and the North Florida Economic Development Partnership (NFEDP) 5. Develop marketing plan to maximize use of site information and products developed 6. Ensure EFI project managers and NFEDP are fully apprised of each competitive site for Columbia

County, understand each site’s key advantages and highest and best project use, and have access to the informational and marketing materials for RFI/lead generation distribution to our county

Project Impact: Provide a description of the impact and public benefits that will result from the grant-funded initiative, project or development.	Edit this text	Description of Attachment:	Additional Project Attachments	Additional Project Attachments	Letter of Support Attachment
Project Impact • Site readiness - Elevate potential highly competitive greenfield sites to open real estate market availability and development ready status • Compete nationally for high-value projects • Increase frequency and number of viable project opportunities (RFIs) • Minimize community being eliminated from project consideration because of a site deficiency • Successful attraction and winning of quality job-producing projects • Sustainable tax revenues • Community growth and prosperity	- Map showing project location information - Other Information: Describe Below:	Parcel Map	ColumbiaCounty_SSI_Phase-I_Site_12023-027.pdf	Project Activities Columbia 12-13-2020.pdf	Columbia Spt Letter 12-12-12.pdf

Project Expense
SSI Phase II

Price
9,800.00

Quantity

1

Total
9,800.00

Project Expense
Site Profile

Price
1,750.00

Quantity
1

Total
1,750.00

Project Expense
Site Visit/Drone Video

Price
1,100.00

Quantity
1

Total
1,100.00

Project Expense
Site Promotional Video

Price
\$700.00

Quantity
1

Total
700.00

Project Expense
NAICS Code Assignment

Price
750.00

Quantity
1

Total
750.00

Project Expense
Site Map Book

Price

3,200.00

Quantity

1

Total

3,200.00

Project Expense

Drive-Time Labor Profile

Price

3,700.00

Quantity

1

Total

3,700.00

Project Expense

Desktop Wetlands Assessment

Price

3,900.00

Quantity

1

Total

3,900.00

Grand Total

24,900.00

Activity

SSI Phase II

Project Timeframe or Completion Date

03/19/2021

Activity

Site Profile

Project Timeframe or Completion Date

04/02/2021

Activity

Site Visit/Drone Video

Project Timeframe or Completion Date

04/09/2021

Activity

Site Promotional Video

Project Timeframe or Completion Date

04/09/2021

Activity

NAICS Code Assignment

Project Timeframe or Completion Date

4/16/2021

Activity

Site Map Book

Project Timeframe or Completion Date

5/07/2021

Activity

Drive-Time Labor Profile

Project Timeframe or Completion Date

5/14/2021

Activity

Desktop Wetlands Assessment

Project Timeframe or Completion Date

5/28/2021

Applicant Certification:

By signing below, you certify that the information contained in this application, including all attachments and support materials, is true and correct to the best of your knowledge and that you will abide by all legal, financial and reporting requirements as outlined in the Grant Program Guidelines

I AGREE

- I AGREE

Name of Applicant	Applicant Title	Date Submitted
Glenn Hunter	Executive Director	12/13/2020

File List (Protected)

ColumbiaCounty_SSI_Phase-I_Site_12023-027.pdf (2233Kb.):

<https://app.formassembly.com/uploads/get/af03717bc018f091fb7de2620374e9e3-ColumbiaCou>

[nty_SSI_Phase-I_Site_12023-027.pdf](#)

Project Activities Columbia 12-13-2020.pdf (104Kb.):

<https://app.formassembly.com/uploads/get/9c96daa2ad954d0e29d101d614205907-ProjectActivitiesColumbia12-13-2020.pdf>

Columbia Spt Letter 12-12-12.pdf (214Kb.):

<https://app.formassembly.com/uploads/get/721a2f7e3383a0d41f665128aa151065-ColumbiaSptLetter12-12-12.pdf>

EXHIBIT C - Grant Reimbursement Process



Grant Reimbursement Requirements

1. All Marketing Materials produced **MUST** include the Enterprise Florida Logo.
2. The grant project must be completed within the term identified within the grant agreement.
3. All project costs must be paid in full prior to requesting reimbursement as evidenced by:
 - Proof of payment (bank or credit card statements, copies of checks, receipts marked paid)
 - Proof of expense from the vendor with description of services/products provided and the amount.
4. Provide an invoice to Enterprise Florida, Inc. for the reimbursement request detailing each expense requesting reimbursement for.
5. Provide proof of performance
 - For print advertising - A physical copy of the publication must show the publication name and date and display the advertisement and EFI logo.
 - For digital advertising – A screenshot of the webpage showing EFI logo
 - For printed collateral (brochures, maps etc...) – A photo or hard copy of the final printed product containing the EFI Logo.
 - For all other merchandise (t-shirts, tote bags etc..) promotion items – a photo or sample of the item showing the EFI logo.
 - For Site Preparedness - Evidence of completed Scope of Work, Proof of Match Contribution and Compliance Certification Form.

ALL REIMBURSEMENT REQUESTS MUST BE MADE BY THE DEADLINE INDICATED

EXHIBIT D - Compliance Certification Form

Grantee Address, Phone, and Email:

COMPLIANCE
CERTIFICATION FORM

DATE:

TO:
ENTERPRISE FLORIDA INC.
800 N. MAGNOLIA AVENUE, SUITE 1100
ORLANDO, FL 32803
407-956-5600

DESCRIPTION: Deliverables Including Minimum Performance Standards	Invoice Period: (dates)
INVOICE AMOUNT	\$

Contractor Certification:

I certify, by evidence of my signature below, the above information is true and correct; and accurately reflects the terms and conditions of the executed contract document on file. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

Contractor Name printed: Title:

Contractor Signature: Date:

EFI Contract Manager Certification:

I certify, by evidence of my signature below, the above information is true and correct; the goods and services have been satisfactorily received and payment is now due. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

EFI Contract Manager Name printed: Title:

EFI Contract Manager Signature: Date:



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: 2/24/2021 Meeting Date: 3/4/2021

Name: Esther Chung Department: Purchasing

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "Esther Chung", is written over the signature line.

1. Nature and purpose of agenda item:

Project No. 2021-01 Bell Road Wetland Mitigation Planting Plans

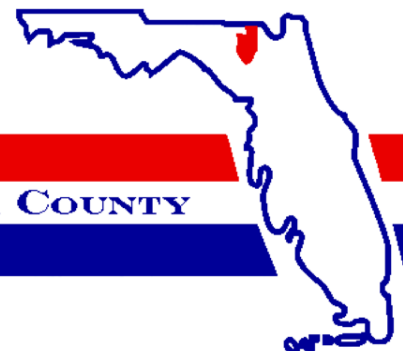
2. Recommended Motion/Action:

Approve rejection of Project No. 2021-01

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 - Toby Witt
District No. 5 - Tim Murphy




BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

M E M O R A N D U M

DATE: February 24, 2021

TO: Board of County Commissioners

FR: Esther Chung, Purchasing Director 

RE: Project No. 2021-01
Bell Road Wetland Mitigation Planting Plans

The above referenced project was opened on February 23, 2020. After evaluation, Staff has determined all submissions are not responsive. Per the Purchasing Policy, this project is under the limit which require sealed bids. Therefore, at the Board's discretion, Staff can move forward with a re-advertising process or rejecting all bids and obtaining quotes. At this time, Staff is requesting Board direction.

XC: 2021-01 Bid File



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: 2/26/2021 Meeting Date: 3/4/2021

Name: Joel Foreman Department: County Attorney

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "J. Foreman", written over a light blue horizontal line.

1. Nature and purpose of agenda item:

Rescission of Prior Board Action: Annexation of County Industrial Park into City of Lake City

2. Recommended Motion/Action:

If the Board no longer wishes to voluntarily annex the County's industrial park into the City of Lake City, the motion will be to rescind the Board's action of September 3, 2020 approving the City's request for annexation.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Board Agenda, March 4, 2021

From: Joel F. Foreman

Re: Rescission of Prior Board Action: Annexation of County Industrial Park into City of Lake City

Date: February 25, 2021

On September 3, 2020, the Board approved a request from the City of Lake City to annex the County's industrial park on Highway 100 into the City of Lake City. The proposed annexation is part of a series of voluntary annexations intended to allow for the annexation of the airport into the city.

Following recent developments concerning utilities at the North Florida Mega Industrial Park, it has been suggested that no further voluntary annexations proceed. No petition has been filed or is pending, but the Board did approve the City's request, so any change in the Board's position on this issue must be made through Board action.

Copies of the September 3 agenda item backup and the relevant portion of the September 3 minutes are attached.

Motion: If the Board no longer wishes to voluntarily annex the County's industrial park into the City of Lake City, the motion will be to rescind the Board's action of September 3, 2020 approving the City's request for annexation.



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: 8/28/2020 Meeting Date: 9/3/2020

Name: David Kraus Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "DK", is written over the signature line.

1. Nature and purpose of agenda item:

The City would like the County to allow the City to annex the County owned Industrial Park property on SR100. This property is adjacent to the Lake City Gateway Airport and would allow the City to annex the City owned airport property.

2. Recommended Motion/Action:

None

3. Fiscal impact on current budget.

This item has no effect on the current budget.



August 27, 2020

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

Columbia County Commissioners,

The City of Lake City is requesting for the Columbia County Board of Commissioners to consider approval to allow the City of Lake City to annex the following parcel that is owned by Columbia County:

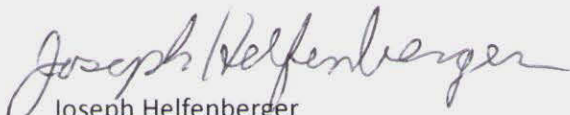
Parcel Number 02-4S-07479-001

This parcel is located on the West side of State Road 100 and directly across from the City of Lake City Airport property. This parcel is key to the City of Lake City being able to annex the airport property into the City of Lake City as the city limits expand.

Your help and support to the City of Lake City for this annexation endeavor is appreciated. Your action is another example of the positive relationship that exists between Columbia County and the City of Lake City.

Thank you for your consideration.

Respectfully,


Joseph Helfenberger
City Manager

ALDERMAN
STEPHEN M. WITT

ALDERMAN
CHRIS GREENE
JAKE HILL, JR.
EUGENE JEFFERSON
MELINDA MOSES

CITY MANAGER
JOSEPH HELFENBERGER

CITY CLERK
AUDREY E. SIKES

CITY ATTORNEY
FRED KOBERLEIN, JR.

Columbia County Property Appraiser

Jeff Hampton

2020 Preliminary Certified

updated: 8/12/2020

Parcel: << 02-4S-17-07479-001 >>

Owner & Property Info

Owner	COLUMBIA COUNTY, FLORIDA P O BOX 1529 LAKE CITY, FL 32056		
Site	542 ENTERPRISE CT, LAKE CITY		
Description*	COMM NE COR OF SW1/4 OF SE1/4, RUN S 209.65 FT, W 1388.10 FT FOR POB, CONT W 1733 FT, N 3053 FT TO SW R/W G S & F RR, SE ALONG R/W 2520 FT, RUN S 1530.32 FT TO POB. (PARCEL B) EX 4.59 AC (LOT 1 PH 1 IN ORB 803-1046 EX 4.70 AC (LOT 4 PH 1) DESC ORB 847-1904 ...more>>>		
Area	54.1 AC	S/T/R	02-4S-17
Use Code**	COUNTY (008600)	Tax District	2

*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

2019 Certified Values		2020 Preliminary Certified	
Mkt Land (1)	\$627,366	Mkt Land (1)	\$757,400
Ag Land (0)	\$0	Ag Land (0)	\$0
Building (0)	\$0	Building (0)	\$0
XFOB (0)	\$0	XFOB (0)	\$0
Just	\$627,366	Just	\$757,400
Class	\$0	Class	\$0
Appraised	\$627,366	Appraised	\$757,400
SOH Cap [?]	\$0	SOH Cap [?]	\$0
Assessed	\$627,366	Assessed	\$757,400
Exempt	OTHER \$627,366	Exempt	OTHER \$690,103
Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0	Total Taxable	county:\$0 city:\$0 other:\$0 school:\$0

Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Quality (Codes)	RCode
1/9/1992	\$250,000	755/0480	WD	V	U	11
9/30/1988	\$250,000	663/0274	WD	V	Q	

Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc*	Year Blt	Base SF	Actual SF	Bldg Value
NONE						

Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

Aerial Viewer Pictometry Google Maps

2019 2016 2013 2010 2007 2005 Sales



Columbia County
Board of County Commissioners

Minutes of
September 3, 2020

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

Commissioners in Attendance: Chairman Toby Witt, Ronald Williams, Rocky Ford, Bucky Nash and Timothy Murphy

Others in Attendance: County Manager Ben Scott ("CM")
Assistant County Manager David Kraus ("ACM")
Assistant County Manager Kevin Kirby ("ACM")
County Attorney Joel Foreman
Clerk of Court James M. Swisher, Jr.
Deputy Clerk Katrina Vercher

Agenda Additions/Deletions

There were no additions or deletions.

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

Ministerial Matters

Thomas Barritt, Director of Lake City Humane Society is retiring. He introduced his replacement, Robin Tobeck-Ford.

Building and Zoning Public Hearings:

Land Development Regulations ("LDR") Amendments

CPA 20 02-To amend the text of the Future Land Use Plan Map of the Comprehensive Plan by amending the mixed use district to missed use district – intermodal and to increase the maximum residential density. [Ordinance No. 2020-19]

The public hearing opened and close without comment.

MOTION by Commissioner Williams to approve Ordinance No. 2020-19. SECOND by Commissioner Murphy. The motion carried unanimously.

Discussion and Action Items:

Annexation

The City of Lake City requested allowing the annexing of the County owned Industrial Park on SR 100. This property is adjacent to the airport and would allow the City to annex the City owned airport property.

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

Water/Wastewater Service Delivery Structure

Staff recommended contracting with a consultant to review water/wastewater service delivery structure and make a recommendation for the most cost-effective delivery to be consistent with anticipated County growth and economic development strategies.

CM Scott presented the proposed Scope of Work and a proposed fee schedule.

Citizen Stewart Lilker offered comment.

MOTION by Commissioner Ford to approve the proposed Scope of Work and fee schedule in the amount of \$15,000. SECOND by Commissioner Nash. The motion carried unanimously.

SW Huntington Glen

SW Huntington Glen has reached a condition of concern for safety. Staff recommended this road be resurfaced at an estimated cost of \$118,654.

Citizen Stewart Lilker offered comment.

MOTION by Commissioner Nash to approve the resurfacing of SW Huntington Glen in the amount of \$118,654. SECOND by Commissioner Murphy. The motion carried unanimously.

Inmate Mowing – Alternative Options

The Florida Department of Corrections has terminated inmate work crews due to COVID-19. Staff estimated the cost if the County bids out the work.

The amounts below are based on the current Florida Department of Transportation contracts:

Locations	Cost
Landscape & Parks	\$ 94,500



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: 2/26/2021 Meeting Date: 3/4/2021

Name: Joel Foreman Department: County Attorney

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "J. Foreman", written over a light blue horizontal line.

1. Nature and purpose of agenda item:

Termination of Interlocal Agreement Between the City of Lake City and Columbia County for the Construction of a Wastewater Treatment Facility and Collection System

2. Recommended Motion/Action:

To terminate the Interlocal Agreement Between the City of Lake City and Columbia County for the Construction of a Wastewater Treatment Facility and Collection System and direct the County Attorney to inform the City of Lake City of the Board's decision.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Board Agenda, March 4, 2021

From: Joel F. Foreman

Re: Termination of Interlocal Agreement Between the City of Lake City and Columbia County for the Construction of a Wastewater Treatment Facility and Collection System

Date: February 25, 2021

On May 21, 2020 the Board approved an Interlocal Agreement Between the City of Lake City and Columbia County for the Construction of a Wastewater Treatment Facility and Collection System (the “Interlocal Agreement”). By the terms of the Interlocal Agreement, the County proposed to administer a Florida Jobs Growth Grant that was awarded to the County to fund construction of a wastewater treatment plant (“WWTP”) at the North Florida Mega Industrial Park (“NFMIP”) that would be constructed in cooperation with the City of Lake City (the “City”).

Upon completion of the WWTP the Interlocal Agreement contemplates that the City would run the plant, reserving at least 60% of the WWTP’s capacity for industrial development at the NFMIP and agreeing to add capacity if, for any reason, lack of capacity posed a risk to the County’s ability to draw development to the NFMIP.

Since the Interlocal Agreement was approved in May, the County has learned that the City lacks the permit and infrastructure capacity to supply sufficient industrial water to the NFMIP. In response to this information, the County has initiated an application process for a Water Use Permit (“WUP”) to serve the NFMIP with raw, non-potable water for industrial use.

County staff are advised that to qualify for a WUP the County will need to be able to demonstrate its “recharge” capacity, that is the ability of the County to treat and return used water back into the aquifer in a safe and efficient manner. A substantial element of that capability can be demonstrated through the County’s operation of the WWTP at the NFMIP in support of the County’s WUP.

In light of these developments, staff is recommending the Board move to terminate the Interlocal Agreement with the City and that the County will construct and operate the WWTP as part of its recharge efforts in support of the WUP.

The Interlocal Agreement at section J provides: “However, any party to the agreement may terminate the agreement for any reason by providing ninety (90) days written notice to the other party to the agreement.” This language permits the Board to terminate the Interlocal Agreement without having to justify its decision with a supporting “cause” (for-cause termination).

Termination of the Interlocal Agreement must occur through the Board, but this office will communicate the Board's decision if the Interlocal Agreement is terminated.

Motion: To terminate the Interlocal Agreement Between the City of Lake City and Columbia County for the Construction of a Wastewater Treatment Facility and Collection System and direct the County Attorney to inform the City of Lake City of the Board's decision.